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

FORM C

UNDER THE SECURITIES ACT OF 1933

(Mark one.)

☑ Form C: Offering Statement

☐ Form C-U: Progress Update

☐ Form C/A: Amendment to Offering Statement

☐ Check box if Amendment is material and investors must reconfirm within five business days.

☐ Form C-AR: Annual Report

☐ Form C-AR/A: Amendment to Annual Report

☐ Form C-TR: Termination of Reporting

Name of Issuer:

MintWorks Holdings Inc.

Legal status of Issuer:

Form:

Corporation

Jurisdiction of Incorporation/Organization:

Delaware

Date of Organization:

September 18, 2025

Physical Address of Issuer:

200 Central Ave, 4th Floor, St. Petersburg, FL 33701

Website of Issuer:

https://mintworks.io

Is there a co-issuer? ___ yes _X_ no.

Name of Intermediary through which the Offering will be Conducted:

OpenDeal Portal LLC dba Republic

CIK Number of Intermediary:

0001751525

SEC File Number of Intermediary:

007-00167

CRD Number of Intermediary:

283874

Amount of compensation to be paid to the Intermediary, whether as a percentage of the Offering amount or as a dollar 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:

According to the Campaign Agreement, the following has been agreed upon: The Issuer shall pay to the Portal (I) a cash fee equal to the greater of (A)$15,000.00 or (B) the amount determined pursuant to the following schedule: (1) 0% of any amounts raised up to $100,000.00, and (2) 6% of any amounts raised exceeding $100,000.01 but not exceeding $5,000,000.00 in a Successful Offering ("Cash Proceeds").

Any other direct or indirect interest in the Issuer held by the Intermediary, or any arrangement for the Intermediary to acquire such an interest:

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

Type of Security Offered:

SAFE (Simple Agreement for Future Equity)

Target Number of Securities to be Offered:

75,000

Price (or Method for Determining Price):

$1.00

Target Offering Amount:

$75,000

Oversubscriptions Accepted:

☑ Yes

☐ No

Oversubscriptions will be Allocated:

☐ Pro-rata basis

☑ First-come, first-served basis

☐ Other: At the Intermediary's discretion

Maximum Offering Amount (if different from Target Offering Amount):

$1,200,000

Deadline to reach the Target Offering Amount:

February 26, 2027

If the sum of the investment commitments does not equal or exceed the Target Offering Amount at the Deadline to reach the Target Offering Amount, no Securities will be sold in the Offering, investment commitments will be canceled and committed funds will be returned.

Current Number of Employees: 4

	Most recent fiscal year-end (2025)	Prior fiscal year-end (N/A — see note)*
Total Assets	$812,498	N/A
Cash & Cash Equivalents	$72,645	N/A
Accounts Receivable	$0	N/A
Short-term Debt	$0	N/A
Long-term Debt	$0	N/A
Revenues/Sales	$0	N/A
Cost of Goods Sold	$0	N/A
Taxes Paid	$0	N/A
Net Income/(Loss)	($177,663)	N/A

**** The Issuer was formed on September 18, 2025. Because its inception occurred during fiscal year 2025, no comparative financial information is available for 2024; accordingly, prior-year figures are presented as "N/A."***

The jurisdictions in which the Issuer intends to offer the securities:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District Of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virgin Islands, U.S., Virginia, Washington, West Virginia, Wisconsin, Wyoming, American Samoa, and Northern Mariana Island.

MintWorks Holdings Inc.

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.

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

THE SECURITIES OFFERED HEREBY WILL HAVE TRANSFER RESTRICTIONS. NO SECURITIES MAY BE PLEDGED, TRANSFERRED, RESOLD OR OTHERWISE DISPOSED OF BY ANY INVESTOR EXCEPT PURSUANT TO RULE 501 OF REGULATION CF. PROSPECTIVEINVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE SECURITIES MAY HAVE FURTHER TRANSFER RESTRICTIONS NOT PROVIDED FOR BY FEDERAL, STATE OR FOREIGN LAW.

NO ONE SHOULD CONSTRUE THE CONTENTS OF THIS FORM C AS LEGAL, ACCOUNTING OR TAX ADVICE OR AS INFORMATION NECESSARILY APPLICABLE TO YOUR PARTICULAR FINANCIAL SITUATION. EACH INVESTOR SHOULD CONSULT THEIR OWN FINANCIAL ADVISER, COUNSEL AND ACCOUNTANT AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING THEIR INVESTMENT.

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

SPECIAL NOTICE TO FOREIGN INVESTORS

INVESTORS OUTSIDE OF THE UNITED STATES, TAKE NOTICE IT IS EACH INVESTOR'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. WE RESERVE THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN INVESTOR.

NOTICE REGARDING THE ESCROW AGENT

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

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ABOUT THIS FORM C

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

Statements contained herein as to the content of any agreements or other documents are summaries and, therefore, are necessarily selective and incomplete and are qualified in their entirety by the actual agreements or other documents. Prior to the consummation of the purchase and sale of the Securities, the Issuer will afford prospective Investors (defined below) an opportunity to ask questions of, and receive answers from, the Issuer and its management concerning the terms and conditions of this Offering and the Issuer. Potential purchasers of the Securities are referred to herein as "**Investors**" or "**you**". The Issuer is referred to herein as the "Issuer" or "we".

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

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

CAUTIONARY NOTE CONCERNING FORWARD-LOOKING STATEMENTS

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

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

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

THE OFFERING AND THE SECURITIES

The Offering

The Issuer is offering a minimum amount of $75,000 (the "**Target Offering Amount**") and up to a maximum amount of $1,200,000 (the "**Maximum Offering Amount**") of SAFE (Simple Agreement for Future Equity) (the "**Securities**") on a best-efforts basis as described in this Form C (this **"Offering**"). The Minimum Individual Purchase Amount is $1000 and the Maximum Individual Purchase Amount is $124,000. The Issuer reserves the right to amend the Minimum Individual Purchase Amount and Maximum Individual Purchase Amount, in its sole discretion. In particular, the Issuer may elect to participate in one of the Intermediary's special investment programs and may offer alternative Minimum Individual Purchase Amounts and Maximum Individual Purchase Amounts to Investors participating in such programs without notice. The Issuer must raise an amount equal to or greater than the Target Offering Amount by February 26, 2027 (the "Offering Deadline"). Unless the Issuer receives investment commitments, which are fully paid for and meet all other requirements set by this Offering, in an amount not less than the Target Offering Amount by the Offering Deadline, no Securities will be sold in this Offering, all investment commitments will be canceled and all committed funds will be returned.
Pre-filing testing-the-waters milestone: Republic and the Issuer have discussed a nonbinding $50,000 indication-of-interest benchmark before filing. This benchmark is separate from the $75,000 Target Offering Amount. Pre-filing expressions of interest are not binding investments, and investment commitments may only be accepted through the intermediary after Form C is filed.

The price of the Securities was determined arbitrarily, does not necessarily bear any relationship to the Issuer's asset value, net worth, revenues or other objective established criteria of value, and should not be considered indicative of the actual value of the Securities.

In order to purchase the Securities, you must make a commitment to purchase by completing the purchase process hosted by the **Intermediary (**as defined above), including complying with the Intermediary's know your customer (KYC) and anti-money laundering (AML) policies. **If an Investor makes an investment commitment under a name that is not their legal name, they may be unable to redeem their Security indefinitely, and neither the Intermediary nor the Issuer are required to correct any errors or omissions made by the Investor.**

Investor funds will be held in escrow with a qualified third-party escrow agent meeting the requirements of Regulation CF ("**Escrow Agent**") until the Target Offering Amount has been met or exceeded and one or more closings occur. Investors may cancel an investment commitment until up to 48 hours prior to the Offering Deadline or an intermediate close, using the cancellation mechanism provided by the Intermediary. **Investors using a credit card to invest must represent and warrant to cancel any investment commitment(s) by submitting a request through the Intermediary at least 48 hours prior to the Offering Deadline, instead of attempting to claim fraud or claw back their committed funds. If the 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 and the Investor will receive their Securities.**

Investment commitments made in this Offering will be represented by the beneficial interests specified in the SAFE (Exhibit B), Custody Agreement (Exhibit C), and Omnibus Nominee Trust Agreement (Exhibit D). BitGo Bank & Trust, National Association ("BitGo") is identified by Republic as Custodian and Nominee. The Securities will be held through BitGo's nominee arrangements, with record title maintained as provided in the definitive custody and nominee agreements. Investor account opening and execution of the applicable custody and nominee agreements will occur through the Republic platform's investor onboarding process. Each Investor retains the applicable beneficial or securities entitlement and economic rights. Under Section 3(c) of the SAFE, Saeed Talari, as CEO, is designated as Lead solely to direct voting rights, if any, attached to Capital Stock issued upon conversion; Section 8(c) separately governs amendments and waivers and preserves the required Investor consents.
The Issuer will notify Investors when the Target Offering Amount has been reached through the Intermediary. If the Issuer reaches the Target Offering Amount prior to the Offering Deadline, it may close the Offering early *provided* (i) the expedited Offering Deadline must be twenty-one (21) days from the time the Offering was opened, (ii) the Intermediary must provide at least five (5) business days' notice prior to the expedited Offering Deadline to the Investors and (iii) the Issuer continues to meet or exceed the Target Offering Amount on the date of the expedited Offering Deadline.

The Deal Page

A description of our products, services and business plan can be found on the Issuer's profile page on the Intermediary's website under https://republic.com/mintworks (the **"Deal Page"**). The Deal Page can be used by prospective Investors to ask the Issuer questions and for the Issuer to post immaterial updates to this Form C as well as make general announcements. You should view the Deal Page at the time you consider making an investment commitment. Updates on the status of this Offering can also be found on the Deal Page.

Material Changes

If any material change occurs related to the Offering prior to the current Offering Deadline the Issuer will provide notice to Investors and receive reconfirmations from Investors who have already made commitments. If an Investor does not reconfirm their investment commitment after a material change is made to the terms of the Offering within five (5) business days of receiving notice, the Investor's investment commitment will be canceled and the committed funds will be returned without interest or deductions.

Intermediate Closings

In the event an amount equal to two (2) times the Target Offering Amount is committed and meets all required terms of the Offering prior to the Offering Deadline on such date or such later time the Issuer designates pursuant to Rule 304(b) of Regulation CF, the Issuer may conduct the first of multiple closings of the Offering early, *provided* (i) the early closing date must be twenty-one (21) days from the time the Offering opened and (ii) that all Investors will receive notice of such early closing date at least five (5) business days prior to such new offering deadline (absent a material change that would require an extension of the Offering and reconfirmation of all investment commitments). Investors who committed on the date such notice is provided or prior to the issuance of such notice will be able to cancel their investment commitment until 48 hours before such early closing date.

If the Issuer conducts an initial closing (the "**Initial Closing**"), the Issuer agrees to only withdraw seventy percent (70%) of the proceeds that are in escrow and will only conduct such Initial Closing if there are more than twenty-one (21) days remaining before the Offering Deadline as of the date of the Initial Closing. The Issuer may only conduct another close (a "**Subsequent Closing**") before the Offering Deadline if the amount of investment commitments made as of the date of such Subsequent Closing exceeds two times the Target Offering Amount as of the date of the Initial Closing and there are more than twenty-one (21) days remaining before the Offering Deadline as of the date of such Subsequent Closing.

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

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

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

The Securities

We request that you please review this Form C and the Instrument attached as Exhibit B, in conjunction with the following summary information.

Not Currently Equity Interests

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

Dividends and/or Distributions

The Securities do not entitle Investors to any dividends.

Conversion

Upon the Issuer's next sale, or series of related sales, of its Capital Stock to third-party investors resulting in aggregate gross cash proceeds to the Issuer of at least $1,200,000 following issuance of the applicable SAFE (an "Equity Financing"), the Securities will automatically convert into equity securities in accordance with the conversion provisions of the SAFE. For purposes of determining whether the $1,200,000 threshold has been satisfied, qualifying proceeds will include new cash proceeds received by the Issuer from related closings of its concurrent Series A Preferred Stock offering occurring after issuance of the applicable SAFE, as well as proceeds from other qualifying equity financings. Cash proceeds received before issuance of the applicable SAFE, proceeds from the sale of SAFEs in this Regulation Crowdfunding Offering, and consideration paid in secondary transactions between shareholders will not count toward the threshold. Conversion will occur automatically upon satisfaction of the qualifying financing threshold and will not be subject to the Issuer's discretionary election. The conversion price will be determined in accordance with the definitive SAFE agreement, taking into account the $35,000,000 valuation cap and 20% discount, as applicable. The class or series of equity securities issued upon conversion and the associated rights will be governed by the definitive SAFE agreement attached as Exhibit B. For avoidance of doubt, references to 'this Offering' in these conversion disclosures mean the present Regulation Crowdfunding offering of SAFEs, not the separate Concurrent Regulation D Series A Preferred Stock offering. The former's SAFE subscription proceeds are excluded from the $1,200,000 test; qualifying new cash from the latter received after the applicable SAFE's issuance is included.

Conversion Upon an Equity Financing Event

Upon an Equity Financing, the Investor will automatically receive the number of securities determined by dividing the amount paid for the Securities (the "Purchase Amount") by the lower of the conversion prices described in clauses (a) and (b) below, subject to the actual terms of the SAFE instrument in Exhibit B.

(a) the quotient of $35,000,000 ("**Valuation Cap**") divided by the aggregate number of issued and outstanding shares of capital stock, assuming full conversion or exercise of all convertible and exercisable securities then outstanding, including shares of convertible preferred stock and all outstanding vested or unvested options or warrants to purchase capital stock, but excluding (i) shares of capital stock reserved for future issuance under any equity incentive or similar plan, (ii) convertible promissory notes, (iii) any Simple Agreements for Future Equity, including the Securities (collectively, "**SAFEs**"), and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs;

OR

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

Such conversion price shall be deemed the "**Equity Financing Price**".

Conversion Upon a Liquidity Event

In the case of the Issuer's undergoing an **IPO** (as defined below) of its Capital Stock (as defined in the Security), a **Direct Listing** (as defined below), or a **Change of Control** (as defined below) of the Issuer (either of these events, a "**Liquidity Event**") prior to any Equity Financing, the Investor will receive, at its option and within thirty (30) days of receiving notice (whether actual or constructive), either (i) a cash payment equal to the Purchase Amount subject to the following paragraph (the "**Cash Out Option**") or (ii) a number of shares of Common Stock of the Issuer equal to the Purchase Amount divided by the quotient of (a) $35,000,000 divided by (b) the number, as of immediately prior to the Liquidity Event, of shares of the Issuer's capital stock outstanding (on an as-converted basis), assuming the exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (w) shares of capital stock reserved for future issuance under any equity incentive or similar plan; (x) any SAFEs; (y) convertible promissory notes; and (z) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs.

In connection with the Cash Out Option, the Purchase Amount (or a lesser amount as described below) will be due and payable by the Issuer to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investors and the holders of other SAFEs (collectively, the "**Cash-Out**

Investors") in full, then legally available Proceeds remaining after satisfaction of creditor claims and the senior liquidation preference of existing Series A Preferred Stock will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to the Cash-Out Amounts otherwise payable to them, in accordance with Section 1(d) of Exhibit B.

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

"Disclosure of Concurrent Offering and SAFE Valuation Cap." The Securities offered in this Regulation Crowdfunding Offering have a pre-money Valuation Cap of $35,000,000 and a 20% discount to the price per share in a qualifying Equity Financing, as provided in the SAFE instrument. The Issuer is concurrently offering Series A Preferred Stock pursuant to Rule 506(c) of Regulation D at $0.10 per share (the "Concurrent Reg D Offering"). Based on 348,508,083 shares of capital stock issued and outstanding as of October 26, 2026, that share price implies an aggregate equity value of approximately $34,850,808. The $35,000,000 Valuation Cap is approximately $149,192, or 0.43%, above the equity value implied by this share-price calculation. This comparison is illustrative only. The SAFE Valuation Cap is a contractual conversion term rather than a current fair-market or enterprise valuation; the outstanding-share calculation may differ from the SAFE's defined capitalization calculation, and the 20% discount may affect the conversion price. The Series A Preferred Stock also has rights and preferences that differ from those of the SAFEs, including liquidation rights senior to these Securities. Accordingly, the similar stated valuation figures do not mean that investors receive economically equivalent instruments or guarantee any conversion price or investment return. The Intermediary has not independently established a valuation of the Issuer. Investors should review "Conversion," "Capitalization," "Valuation," "Risk Factors," and the definitive SAFE in Exhibit B. For the $1,200,000 mandatory-conversion threshold, post-issuance gross new cash proceeds from qualifying closings of the Concurrent Reg D Offering count toward the test; proceeds from the Republic Regulation Crowdfunding sale of SAFEs do not.

"**Direct Listing**" means the Issuer's initial listing of its Common Stock (other than shares of Common Stock not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Issuer with the SEC that registers shares of existing Capital Stock of the Issuer for resale, as approved by the Issuer's board of directors. For the avoidance of doubt, a Direct Listing will not be deemed to be an underwritten offering and will not involve any underwriting services.

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

Dissolution

Before conversion, Section 1(d) of the definitive SAFE in Exhibit B establishes the priority of a SAFE holder's Cash-Out Amount in a Liquidity Event or Dissolution Event. Legally available proceeds are applied first to creditors and senior indebtedness; second, to the applicable liquidation preference of outstanding Series A Preferred Stock; third, to the Cash-Out Amounts of these SAFEs and other SAFEs with equal priority, pro rata if available proceeds are insufficient; and thereafter to Common Stock. If a holder elects to receive a Conversion Amount in a Liquidity Event, the as-converted participation and priority described in Section 1(d) apply instead. Actual distributions remain subject to the definitive SAFE, the charter, applicable law, and legally available proceeds.

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

Termination

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

Nominee

The Securities are expected to be held through a custodian and/or nominee structure under the applicable Custody Agreement and Omnibus Nominee Trust Agreement (Exhibits C and D). Investors will hold the beneficial interests specified in those agreements, and the nominee or other record holder will hold legal title as provided therein. Under Section 3(c) of the SAFE, Saeed Talari, the Company's Chief Executive Officer, is designated as Lead and authorized to direct the nominee's exercise of any voting rights attached to Capital Stock issued upon conversion of the SAFE, in accordance with the applicable definitive custody and nominee arrangements. Individual investors generally will not independently direct the nominee's votes. The CEO's interests may differ from those of investors. The identity of the nominee and custodian, investor instruction and removal rights, any powers of attorney or proxies, and limits on authority must be specified consistently in the final agreements; this summary does not amend or override those agreements. The CEO's Lead role is limited to directing voting rights, if any, attached to equity issued after conversion. Section 8(c) does not permit the CEO or Lead to unilaterally amend, waive, or modify any SAFE. Such changes require the written approvals and investor consents specified in that section, including the affected Investor's express consent to material adverse changes to specified economic and conversion rights.

Voting and Control

The SAFEs themselves do not confer voting rights. Under Section 3(c) of the SAFE, Saeed Talari, the Company's Chief Executive Officer, is designated as Lead and authorized to direct the nominee's exercise of any voting rights attached to shares issued upon conversion, in accordance with the applicable Custody Agreement, Omnibus Nominee Trust Agreement, charter, and other governing instruments. Individual investors may have limited or no ability to direct voting independently, and the CEO may have interests that conflict with those of investors. The exercise of post-conversion voting rights remains subject to the terms of the definitive custody and nominee agreements. The CEO does not acquire amendment, waiver, or other powers over SAFE holders merely by acting as the post-conversion voting-direction Lead.

The Issuer does not have any voting agreements in place.

The Issuer does not have any voting agreements in place with respect to its currently outstanding equity securities. Section 3(c) of the SAFE offered in this Offering separately provides for voting direction by Saeed Talari, as Chief Executive Officer and Lead, solely with respect to voting rights, if any, attached to securities issued upon conversion.

Anti-Dilution Rights

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

Restrictions on Transfer

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

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

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

Any permitted transfer, resale, assignment or distribution may require the transferee to execute or accede to custody or nominee documentation to the extent specified in the definitive agreements, subject to the transfer restrictions in the SAFE and applicable law.

Other Material Terms

- The Issuer does not have the right to repurchase the Securities.
- The SAFEs do not pay interest or provide a fixed return. However, Section 1(d) of the definitive SAFE establishes contractual payment priorities for Cash-Out Amounts in a pre-conversion Liquidity Event or Dissolution Event: junior to creditors and existing Series A Preferred Stock, on par with other SAFEs entitled to equal treatment, and senior to Common Stock. This priority does not guarantee payment or that proceeds will be available.

COMMISSION AND FEES

Cash Commission

According to the Campaign Agreement, the following has been agreed upon: The Issuer shall pay to the Portal (I) a cash fee equal to the greater of (A)$15,000.00 or (B) the amount determined pursuant to the following schedule: (1) 0% of any amounts raised up to $100,000.00, and (2) 6% of any amounts raised exceeding $100,000.01 but not exceeding $5,000,000.00 in a Successful Offering ("Cash Proceeds").

Other Compensation

The Intermediary will also receive compensation in the form of the Securities equal to two percent (2%) of the total number of the Securities sold in the Offering. The total number of Securities outstanding after the Offering is subject to increase in an amount equal to the Intermediary's fee of two percent (2%) of the Securities issued in this Offering.

RISK FACTORS

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

Risks Related to the Issuer's Business and Industry

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

The Issuer is still in an early phase and we are just beginning to implement our business plan. There can be no assurance that we will ever operate profitably. The likelihood of our success should be considered in light of the

problems, expenses, difficulties, complications and delays usually encountered by early-stage companies. The Issuer may not be successful in attaining the objectives necessary for it to overcome these risks and uncertainties.

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

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

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

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

We may face potential difficulties in obtaining capital.

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

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

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

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

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

components customized to meet our requirements. The supply of components for a new or existing product could be delayed or constrained, or a key manufacturing vendor could delay shipments of completed products to us adversely affecting our business and results of operations.

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

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

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

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

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

We are dependent on certain key personnel in order to conduct our operations and execute our business plan, however, the Issuer has not purchased any insurance policies with respect to those individuals in the event of their death or disability. Therefore, if any of these personnel die or become disabled, the Issuer will not receive any compensation to assist with such person's absence. The loss of such person could negatively affect the Issuer and our operations. We have no way to guarantee key personnel will stay with the Issuer, as many states do not enforce non-competition agreements, and therefore acquiring key man insurance will not ameliorate all of the risk of relying on key personnel.

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

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

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

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

Security breaches of confidential customer information, in connection with our electronic processing of credit and debit card transactions, or confidential employee information may adversely affect our business.

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

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

The regulation of individual data is changing rapidly, and in unpredictable ways. A change in regulation could adversely affect our business, including causing our business model to no longer be viable. Costs associated with information security – such as investment in technology, the costs of compliance with consumer protection laws and costs resulting from consumer fraud – could cause our business and results of operations to suffer materially. Additionally, the success of our online operations depends upon the secure transmission of confidential information over public networks, including the use of cashless payments. The intentional or negligent actions of employees, business associates or third parties may undermine our security measures. As a result, unauthorized parties may obtain access to our data systems and misappropriate confidential data. There can be no assurance that advances in computer capabilities, new discoveries in the field of cryptography or other developments will prevent the compromise of our customer transaction processing capabilities and personal data. If any such compromise of our security or the security of information residing with our business associates or third parties were to occur, it could have a material adverse effect on our reputation, operating results and financial condition. Any compromise of our data security may materially increase the costs we incur to protect against such breaches and could subject us to additional legal risk.

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

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

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

We are also subject to a wide range of federal, state, and local laws and regulations, such as local licensing requirements, and retail financing, debt collection, consumer protection, environmental, health and safety, creditor, wage-hour, anti-discrimination, whistleblower and other employment practices laws and regulations and we expect these costs to increase going forward. The violation of these or future requirements or laws and regulations could result in administrative, civil, or criminal sanctions against us, which may include fines, a cease-and-desist order against the subject operations or even revocation or suspension of our license to operate the subject business. As a result, we have incurred and will continue to incur capital and operating expenditures and other costs to comply with these requirements and laws and regulations.

Risks Related to the Offering

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

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

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

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

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

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

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

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

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

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

At the conclusion of a Successful Offering, the Issuer will pay the Intermediary the greater of (A) a $15,000 cash fee or (B) 6% of the amounts raised in excess of $100,000, subject to the exact terms of the Republic Campaign Agreement. The Intermediary is also entitled to securities compensation equal to 2% of the total number of Securities sold as separately disclosed. These costs reduce proceeds available to the Issuer.

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

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

The Issuer has the right to extend the Offering Deadline.

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

The Issuer may also end the Offering early.

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

The Issuer has the right to conduct multiple closings during the Offering.

If the Issuer meets certain terms and conditions, an intermediate close (also known as a rolling close) of the Offering can occur, which will allow the Issuer to draw down on seventy percent (70%) of Investor proceeds committed and captured in the Offering during the relevant period. The Issuer may choose to continue the Offering thereafter. Investors should be mindful that this means they can make multiple investment commitments in the Offering, which may be subject to different cancellation rights. For example, if an intermediate close occurs and later a material change occurs as the Offering continues, Investors whose investment commitments were previously closed upon will not have the right to re-confirm their investment as it will be deemed to have been completed prior to the material change.

Risks Related to the Securities

Investors will not receive voting rights under the SAFEs and may have limited voting control after conversion if the resulting securities are held through a nominee or voting proxy.

The SAFEs do not provide voting rights prior to conversion. Under Section 3(c) of the SAFE, Saeed Talari, the Company's Chief Executive Officer, is designated as Lead and authorized to direct the nominee's exercise of any voting rights attached to securities issued upon conversion, in accordance with the definitive custody and nominee agreements. Investors generally would not vote directly under this arrangement. Because the CEO is a controlling shareholder, his instructions may differ from individual investors' preferences and may create conflicts of interest. The underlying securities and final agreements determine the rights, if any, actually held and exercisable. The CEO's post-conversion voting-direction authority does not allow him to amend, waive, or modify investors' SAFE rights; those actions remain subject to Section 8(c) of the SAFE and the required investor consents.

BitGo Bank & Trust, National Association will serve as custodian and nominee for investors in this Offering. The definitive Custody Agreement and Omnibus Nominee Trust Agreement (Exhibits C and D) will specify the legal record holder, each Investor's beneficial interests or securities entitlements, and the respective rights and obligations under those arrangements.

The Issuer and Investor will use the Republic-approved custody and nominee arrangements identified in the definitive Custody Agreement and Omnibus Nominee Trust Agreement (Exhibits C and D). The agreements will specify whether a nominee or custodian acts as legal record holder before conversion, after conversion, or both, and will preserve each Investor's corresponding rights. Under Section 3(c) of the SAFE, the CEO, acting as Lead, is authorized to direct the nominee solely in the exercise of voting rights, if any, attached to securities issued after conversion, in accordance with the definitive custody and nominee agreements. The SAFE has no voting rights before conversion. Neither the CEO nor the Lead may unilaterally amend, waive, or modify an Investor's SAFE rights. Under Section 8(c) of the SAFE, any amendment or waiver requires a written instrument executed by the Issuer and the Investor or by a custodian or

nominee expressly authorized to act for the Investor under the definitive agreements and applicable law. A material adverse change to the Purchase Amount, $35,000,000 Valuation Cap, 20% Discount, mandatory Equity Financing conversion, Liquidity Event election, or liquidation priority requires the affected Investor's express consent. The definitive agreements in Exhibits C and D must preserve these limitations.

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

You should be aware of the long-term nature of this investment. There is not now and likely will not ever be a public market for the Securities. Because the Securities have not been registered under the Securities Act or under the securities laws of any state or foreign jurisdiction, the Securities have transfer restrictions and cannot be resold in the United States except pursuant to Rule 501 of Regulation CF. It is not currently contemplated that registration under the Securities Act or other securities laws will be effected. Limitations on the transfer of the Securities may also adversely affect the price that you might be able to obtain for the Securities in a private sale. Investors should be aware of the long-term nature of their investment in the Issuer. Each Investor in this Offering will be required to represent that they are purchasing the Securities for their own account, for investment purposes and not with a view to resale or distribution thereof. A permitted transfer may require the transferee to execute or accede to custody or nominee documentation if required under the definitive agreements; no additional transfer condition is created by this summary. Depending on the final record-holder and custody structure, investors may hold beneficial interests and may need to coordinate any permitted transfer with the designated custodian or nominee.

Investors will not become direct equity holders merely by purchasing the SAFE. Upon a qualifying Equity Financing generating at least $1,200,000 in aggregate gross proceeds, the SAFE is intended to convert automatically according to its terms; in certain liquidity or dissolution events, investors instead may receive consideration as provided in the SAFE. Whether investors are holders of record or beneficial interest holders before and after conversion will depend on the final Republic-approved custody and nominee agreements. Qualifying proceeds include post-issuance cash from the concurrent Regulation D Preferred Stock offering, but exclude cash raised through this Regulation Crowdfunding sale of SAFEs.

The Securities do not confer present stockholder ownership, ordinary dividend rights, or rights to operating revenues. However, the SAFE provides contingent conversion rights and contractual Cash-Out Amount rights upon specified Liquidity Events or Dissolution Events, subject to Section 1(d), senior claims, and legally available Proceeds. A qualifying Equity Financing raising at least $1,200,000 in aggregate gross proceeds is required for mandatory equity conversion under the proposed terms. The Issuer may never complete such an Equity Financing or a Liquidity Event, and investors may therefore remain holders of illiquid SAFEs for an extended or indefinite period. Upon an eligible Liquidity Event or Dissolution Event, treatment will be governed by the SAFE and the senior rights of existing Series A Preferred Stock; payment is subject to legally available funds. Investors should not assume any redemption right, fixed maturity, liquidity or ability to transfer freely.

Investors will have no voting rights under the SAFEs and may have limited rights following conversion under the nominee and proxy structure.

Prior to conversion, SAFE investors have no voting rights. Following conversion, the rights of the resulting securities depend on the class issued and definitive agreements. Under Section 3(c) of the SAFE, Saeed Talari, as Chief Executive Officer and Lead, is authorized to direct the nominee's exercise of any voting rights attached to securities issued upon conversion, in accordance with the definitive custody and nominee agreements, rather than investors voting independently. This may limit investors' influence on governance and create conflicts of interest. No voting rights are created if the converted securities carry none.

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

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

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

Unlike convertible notes and some other securities, the SAFEs have no stated maturity date, do not bear interest and generally do not give investors a right to demand repayment. However, if the Issuer completes a qualifying Equity Financing satisfying the $1,200,000 gross cash-proceeds threshold under the definitive SAFE, conversion is automatic and is not subject to the Issuer's discretionary election. The Issuer may never complete a qualifying financing. Treatment of a Liquidity Event or Dissolution Event and any payment rights are governed by the definitive SAFE, applicable priorities and legally available funds.

The Issuer may never complete an Equity Financing that triggers automatic conversion or undergo a Liquidity Event, and investors may have to hold the SAFEs indefinitely.

The Issuer may never complete a qualifying Equity Financing meeting the $1,200,000 threshold, in which case mandatory equity conversion would not be triggered. In addition, the Issuer may never undergo a liquidity event such as a sale of the Issuer or an initial public offering. If neither the conversion of the Securities nor a liquidity event occurs, Investors could be left holding the Securities in perpetuity. The Securities have numerous transfer restrictions and will likely be highly illiquid, with no secondary market on which to sell them. A permitted transfer may require the transferee to execute or accede to custody or nominee documentation if required by the final agreements. Before conversion, the SAFEs do not constitute equity interests or confer stockholder voting rights, ordinary dividends, or rights to operating profits. However, investors retain the contingent conversion and contractual payment rights established by the SAFE, including the Cash-Out Amount rights and liquidation priorities in Section 1(d), subject to senior claims and legally available Proceeds.

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

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

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

In addition, the Issuer has issued Preferred Stock to certain investors. Should the Issuer enter into a financing that would trigger any conversion rights, the converting securities would further dilute the equity securities receivable by the holders of the Securities upon a qualifying financing.

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

If a qualifying Equity Financing triggers mandatory conversion, SAFE investors may receive a class of equity securities that differs materially from the securities sold to new investors at the time of conversion, including in liquidation preference, dividend, voting and anti-dilution rights. The actual SAFE and relevant financing documents will govern. The conversion price may reflect the SAFE valuation cap or discount and need not equal the new investor purchase price. Investors should carefully review the SAFE and accompanying exhibits.

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

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

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

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

In the event of the dissolution or bankruptcy of the Issuer, the holders of the Securities that have not been converted will be entitled to distributions as described in the Securities. This means that such holders will only receive distributions once all of the creditors and more senior security holders, including any holders of preferred stock, have been paid in full. No holders of any of the Securities can be guaranteed any proceeds in the event of the dissolution or bankruptcy of the Issuer.

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

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

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

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

ADDITIONAL RISK FACTORS — RISKS SPECIFIC TO THE ISSUER'S BUSINESS

The following risk factors are specific to MintWorks Holdings Inc. and should be read in addition to the general risk factors above. These risks are material to an investment decision and should be carefully considered before investing.

Our independent accountants have included a going concern qualification in their review report, which raises substantial doubt about our ability to continue as a going concern.

The report of our independent accountants on our financial statements for the period ended December 31, 2025 includes a going concern qualification. We have incurred net losses since inception, have no revenue, and are dependent on raising additional capital to fund our operations. If we are unable to raise sufficient capital through this Offering, the Concurrent Offering, or other financing sources, we may be unable to continue as a going concern and may be forced to cease operations, in which case investors could lose their entire investment. As of September 30, 2026, the Issuer had $7,149 in cash, less than one month of its average operating cash needs; it was funding its operations primarily by selling digital assets; and it owed $111,361 in accrued but unpaid compensation to its two executive officers.

The Issuer holds a significant portion of its assets in digital assets (cryptocurrencies), which are subject to extreme price volatility and could materially reduce the Issuer's total assets and stockholders' equity.

The Issuer holds digital assets on its balance sheet, including cryptocurrencies and stablecoins, which expose the Issuer to risks associated with market price volatility, custody, cybersecurity, liquidity, regulatory developments, and potential losses arising from digital asset transactions or third-party service providers. As of September 30, 2026, the Issuer reported $425,004 of digital assets, or approximately 49.3% of its $861,639 in total assets, in its unaudited interim financial statements. These holdings consisted of Bitcoin (BTC), Solana (SOL) and USD Coin (USDC) held through Coinbase Prime and a company-controlled digital asset wallet. A separate portfolio valuation dated October 27, 2026 was approximately $400,645; that later-date valuation is not the September 30 balance-sheet measurement. The accounting classification of USDC remains under evaluation as described in the interim financial statement notes. Since July 2026 the Issuer has funded part of its operations by selling digital assets, so a significant decline in digital asset prices would directly reduce the resources available to operate its business. The Issuer recognized unrealized

losses on digital assets of approximately $29,000 for the period ended December 31, 2025 and cumulative unrealized losses of approximately $66,000 through March 31, 2026, and the value of its holdings may decline materially in the future. The Issuer also remains exposed to potential custody or security failures and liquidity risks. The Issuer's primary business strategy is the development and commercialization of its digital securities tokenization and management platform. The Issuer does not currently intend to allocate proceeds from this Regulation Crowdfunding Offering to the purchase of additional digital assets.

The Issuer operates in the emerging tokenized securities market, which is subject to significant regulatory uncertainty that could materially affect our business model.

The regulatory framework for tokenized securities, digital assets, and blockchain-based financial services is evolving rapidly and remains uncertain. The SEC, FINRA, CFTC, state securities regulators, and other governmental bodies may adopt new rules, guidance, or enforcement actions that could restrict, limit, or prohibit certain aspects of the Issuer's business. For example, the SEC may determine that certain tokens or digital assets constitute securities subject to registration requirements, or may impose additional requirements on transfer agents, platforms, or intermediaries handling tokenized securities. Changes in the interpretation or enforcement of existing securities laws, the Investment Company Act, the Bank Secrecy Act, anti-money laundering regulations, or other applicable laws could require the Issuer to modify its business model, obtain additional licenses or registrations, or cease certain activities altogether. International regulatory developments, including the EU's MiCA framework, could also affect the Issuer's ability to expand into foreign markets. There can be no assurance that the Issuer will be able to comply with all applicable regulations at a reasonable cost, or at all.

The Issuer's CEO controls approximately 94.17% of the voting power under its dual-class capital structure. All 2,550,000 outstanding Series A Preferred shares, including the 300,000 shares issued in June 2026, have identical rights according to management, including one vote per share on an as-converted basis. These rights remain subject to the governing corporate instruments.

The Issuer has a dual-class common stock structure. As reflected in the October 26, 2026 capitalization schedule, CEO Saeed Talari holds 175,691,032 shares of Class A Common Stock (one vote per share) and 100,000,000 shares of Class B Common Stock (ten votes per share), or 275,691,032 shares in the aggregate. All 2,550,000 outstanding Series A Preferred shares carry identical rights according to management, including one vote per share on an as-converted basis. Based on that voting structure, the Issuer has 1,248,508,083 aggregate votes outstanding, of which Mr. Talari holds 1,175,691,032 votes (approximately 94.17%). He can therefore control matters submitted to shareholder vote, subject to applicable law and any class-specific protective provisions. SAFE Investors will not have current voting rights. Management confirms the Class A, Class B, and Series A Preferred voting and preferred rights have been checked against the Company's charter.

The Issuer relies on blockchain networks and smart contract technology that may contain undiscovered vulnerabilities, bugs, or defects that could result in the loss of assets or data.

The Issuer's MintWorks platform is built on blockchain technology and utilizes smart contracts deployed across multiple blockchain networks including Ethereum, Base, Polygon, Avalanche, and Arbitrum. Smart contracts are self-executing programs that, once deployed, may be difficult or impossible to modify. If a smart contract contains a bug, vulnerability, or design flaw, it could be exploited by malicious actors, resulting in the loss or theft of digital assets, unauthorized transfers of tokenized securities, or other unintended consequences. The Issuer also utilizes the ERC-3643 open standard for tokenized securities, which is maintained by a third-party community and may be subject to its own vulnerabilities. While the Issuer intends to conduct security audits of its smart contracts, there can be no assurance that all vulnerabilities will be identified or that the platform will be immune to attack. Any security breach or smart contract failure could result in significant financial losses, reputational damage, and regulatory scrutiny.

The Issuer faces significant competition from well-funded and more established companies in the tokenized securities market.

The tokenized securities and real-world asset tokenization market is competitive and rapidly evolving. The Issuer competes with established companies such as Securitize (which has raised over $100 million in venture capital), tZERO, Polymath, and Tokeny, as well as large financial institutions such as BlackRock, Franklin Templeton, and JPMorgan that are developing proprietary tokenization capabilities. Many of these competitors have substantially greater financial, technical, and marketing resources, larger customer bases, longer operating histories, greater name recognition, and more established relationships with regulators and industry participants. The Issuer may not be able to compete effectively against these companies, which could limit its ability to acquire customers, generate revenue, and achieve profitability.

The Issuer's intellectual property is protected primarily by trade secret law. The Company filed three provisional patent applications in May 2026, none of which has resulted in an issued patent; there is no assurance that any patent will issue or that the Company can prevent competitors from developing similar technology.

The Issuer's proprietary software is protected primarily through trade secrets and contractual rights, rather than issued patents. The Company filed three provisional patent applications with the USPTO in May 2026. Provisional applications are not examined and do not themselves result in issued patents; the Company generally must file corresponding nonprovisional applications within 12 months of the respective filing dates to preserve the benefit of those dates, and no patent may issue. Certain intellectual property was acquired from the CEO in an October 8, 2025 related-party assignment and contribution transaction for 250,000,000 shares with a negotiated transaction value of $500,000 ($0.002 per share). A technical replacement-cost valuation report was prepared subsequently and addresses an estimated value range different from the original transaction consideration. Such estimates do not establish a current market value, do not represent cash proceeds or an independent buyer's price, and may not be realizable. Competitors may independently develop similar technology or compromise the Company's trade secrets.

The Issuer's historic digital-asset holdings and use of decentralized-finance protocols expose it to smart-contract exploits, liquidity restrictions, protocol failures and potential loss of funds.

The Issuer maintains a company-controlled DeFi wallet deployed on the Arbitrum network for GMX trading strategies. Decentralized finance (DeFi) protocols operate without centralized intermediaries and are subject to unique risks, including smart contract exploits, flash loan attacks, oracle manipulation, liquidity pool imbalances, and protocol governance failures. The Issuer's assets held in DeFi protocols are not protected by FDIC insurance, SIPC coverage, or any government guarantee. If a DeFi protocol used by the Issuer is compromised, the Issuer could lose some or all of the digital assets held in that protocol. Additionally, DeFi regulatory requirements are evolving, and future regulations could restrict or prohibit the Issuer's DeFi activities.

The Issuer may be deemed an investment company under the Investment Company Act of 1940, which could impose significant regulatory burdens or require the Issuer to change its business model.

The Issuer currently holds digital assets on its balance sheet, including cryptocurrencies and stablecoins. Depending on the legal classification and value of these holdings, the composition of the Issuer's other assets, and the nature of its business activities, the Issuer could be deemed an investment company under the Investment Company Act of 1940. The Issuer's primary business is the development and commercialization of digital securities tokenization, compliance, ownership management, and related technology infrastructure, rather than investing, reinvesting, or trading in securities. Based on the nature of its business activities, the Issuer does not currently believe that it is required to register as an investment company under the Investment Company Act of 1940. However, the regulatory classification of certain digital assets remains subject to evolving laws and interpretations. Changes in the Issuer's asset composition, business activities, or applicable regulatory interpretations could affect its status under the Investment Company Act. If the Issuer were determined to be an investment company, it could be required to register, restructure its operations, dispose of certain holdings, or take other corrective measures. Such requirements could result in substantial compliance costs, operational restrictions, delays, or other adverse consequences that could materially affect the Issuer's business, financial condition, and prospects. There can be no assurance that the SEC or a court would agree with the Issuer's assessment of its status under the Investment Company Act.

The Issuer depends on third-party blockchain networks, custodians, and service providers, and any disruption, failure, or change in terms by these providers could materially affect our operations.

The Issuer's platform depends on the continued operation and security of multiple blockchain networks (Ethereum, Base, Polygon, Avalanche, Arbitrum), third-party custody providers (Coinbase Prime), and other technology service providers. These third parties may experience outages, security breaches, network congestion, increases in transaction fees (gas fees), protocol changes (hard forks), or other disruptions that are beyond the Issuer's control. The Issuer's Coinbase Prime account is subject to Coinbase's terms of service, which may be modified at any time. If any critical third-party provider terminates its relationship with the Issuer, changes its terms materially, or experiences a significant disruption, the Issuer's operations could be materially and adversely affected.

The Issuer has not yet generated any revenue, and there can be no assurance that the Issuer's platform will achieve commercial adoption or that the Issuer will ever achieve profitability.

The Issuer is a development-stage company that has not generated any revenue since inception. The MintWorks platform has not yet been commercially launched and the Issuer has no paying customers. The Issuer's ability to generate revenue depends on the successful completion and commercial launch of its platform, the adoption of tokenized securities by issuers and investors, the development of a functioning secondary marketplace, and the

Issuer's ability to attract and retain customers in a competitive market. There can be no assurance that the Issuer's platform will be completed on time, that it will function as intended, that it will achieve market acceptance, or that the Issuer will ever generate sufficient revenue to achieve profitability. The Issuer expects to continue to incur significant losses for the foreseeable future.

The Issuer is conducting a concurrent offering of securities under Regulation D, which may affect the amount of capital available to investors in this Offering.

Concurrently with this Offering, the Issuer is conducting a separate offering of Series A Preferred Stock (the "Concurrent Offering") on the following high-level terms:

- Security: Series A Preferred Stock, par value $0.001 per share
- Maximum offering amount: Up to $5,000,000
- Price per share: $0.10
- Implied equity value: Approximately $34,850,808, based on 348,508,083 shares issued and outstanding at $0.10 per share (illustrative price-based computation, not an independent appraisal).
- Securities exemption: Rule 506(c) of Regulation D under the Securities Act of 1933, as amended
- Investor eligibility: "Accredited investors" only (as defined in Rule 501 of Regulation D), with accreditation status independently verified through the Issuer's offering platform
- Liquidation preference: Senior to the Securities offered in this Offering; holders of Series A Preferred Stock are entitled to receive their original purchase price upon any liquidation, dissolution, or deemed liquidation event prior to any distribution to SAFE holders or holders of Common Stock
- Voting and other rights: Holders of Series A Preferred Stock will have such voting, conversion, dividend, protective, and other rights, preferences, and privileges as are set forth in the Issuer's Certificate of Incorporation, as amended, and in the governing transaction documents for the Concurrent Offering. SAFE investors have no voting or other equity holder rights prior to conversion of the Securities into Capital Stock.

The terms summarized above are qualified in their entirety by the Issuer's Certificate of Incorporation and the governing transaction documents for the Concurrent Offering. Management confirms that all outstanding Series A Preferred shares, including the June 2026 issuance, have identical class rights. Series A Preferred Stock carries a liquidation preference senior to the Securities offered in this Offering. Future financings could result in issuance of new classes or series having additional rights, preferences or protections that are not available to investors in this Offering, and could materially change the Issuer's capitalization and dilute SAFE investors following conversion. See "Valuation," "Capitalization," and "Risk Factors" herein for more information regarding the concurrent offering, liquidation hierarchy and SAFE conversion mechanics.

The Issuer operates in a heavily regulated industry but does not currently hold the registrations and licenses traditionally associated with the services its platform supports.

The Issuer's platform supports activities that, when performed by other persons or entities, are regulated by the SEC, FINRA, state securities regulators, state money-transmission regulators, and other governmental authorities. These activities include broker-dealer functions, transfer agent functions, investment advisory services, custody and trust services, money transmission, and the operation of an alternative trading system. As of the date of this Form C, the Issuer does not hold any of these registrations or licenses and relies on registered third-party partners to provide the regulated services to issuers and investors on its platform. This structure presents the following material risks, among others:

(i) Risk of regulatory recharacterization. Although the Issuer has structured its activities as those of a technology platform provider rather than as those of a regulated financial intermediary, there can be no assurance that the SEC, FINRA, state securities regulators, or other governmental authorities will agree with that characterization. If a regulator determines that the Issuer's activities constitute the unregistered operation of a broker-dealer, transfer agent, investment adviser, alternative trading system, money transmitter, or other regulated business, the Issuer could be subject to enforcement action, civil monetary penalties, disgorgement, cease-and-desist orders, restrictions or prohibitions on its business activities, requirements for retroactive registration, rescission liability to investors or customers, and reputational harm — any of which could materially adversely affect the Issuer's business, financial condition, and prospects.

(ii) Risk that planned registrations are not approved or are delayed. The Issuer intends to pursue transfer agent registration with the SEC and is evaluating broker-dealer and alternative trading system registration in the future. Each of these registration processes is complex, time-consuming, and subject to regulatory discretion. The Issuer estimates that broker-dealer and ATS registration could take eighteen (18) months or longer to complete and require capital expenditures of approximately $1,000,000 to $2,000,000 or more, with no assurance of approval. Delay in, or failure to obtain, any contemplated registration would materially limit the services the Issuer can offer, the scope of its commercial activity, and its competitive position.

(iii) Reliance on third-party regulated partners. The Issuer's ability to offer its platform on a fully compliant basis depends on its commercial relationships with registered broker-dealers, transfer agents, qualified custodians, and ATS operators. Termination, suspension, or non-renewal of any such partnership, or regulatory action against any such partner, could materially disrupt the Issuer's operations and impair its ability to serve customers, with limited ability for the Issuer to substitute alternatives on commercially acceptable terms.

(iv) Evolving regulatory environment. The regulatory framework governing digital securities, tokenization, and blockchain-based financial services is rapidly evolving at the federal, state, and international levels. New laws, rules, or interpretations could impose additional registration, licensing, capital, recordkeeping, AML/KYC, or compliance requirements on the Issuer; could subject the Issuer to new categories of regulation (including under state money-transmission laws or the Investment Company Act of 1940); or could prohibit business activities the Issuer currently conducts. Compliance with new requirements could increase costs, delay product launches, or require significant changes to the Issuer's business model.

(v) Competitive disadvantage versus licensed competitors. Competitors that hold broker-dealer, ATS, transfer agent, or other registrations may be able to offer end-to-end services that the Issuer cannot offer directly without partner integration. This could place the Issuer at a competitive disadvantage with respect to institutional customers, fee economics, and product breadth until and unless the Issuer obtains its planned registrations, which it may never do.

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

BUSINESS

Description of the Business

MintWorks Holdings Inc. is a Delaware corporation formed September 18, 2025 and focused on digital-securities software infrastructure. The Company adopted its present name in February 2026. Its principal office is 200 Central Ave, 4th Floor, St. Petersburg, Florida 33701, and its website is https://mintworks.io. The Company is at an early stage of commercialization and offers technology-enabled issuance, compliance, servicing and transfer workflows through its software platform, working with appropriately registered third parties where regulated services are required.

The Issuer intends to make its software platform available to eligible customers throughout the United States through internet-based delivery, subject to applicable laws and requirements. The Company has not yet established a paying customer base nationwide. The Company does not currently conduct business internationally but intends to expand into the European Union and Asia Pacific markets as regulatory frameworks mature.

Licensing, Registrations, and Regulated Activities. The Issuer operates as a technology platform provider in the digital securities sector. As of the date of this Form C, the Issuer:

- is not a registered broker-dealer under Section 15 of the Securities Exchange Act of 1934 (the "Exchange Act") or a member of the Financial Industry Regulatory Authority ("FINRA");
- is not a registered investment adviser under the Investment Advisers Act of 1940 or under any state-equivalent statute;
- is not a registered transfer agent under Section 17A of the Exchange Act;
- is not a registered alternative trading system ("ATS") under Regulation ATS or operating under an effective Form ATS-N;
- does not hold a money transmitter license in any state; and
- is not chartered or licensed as a bank, trust company, or qualified custodian.

The Issuer currently provides software and technology infrastructure only; broker-dealer, investment-advisory, transfer-agent, custody, money-transmission and ATS services, if required, must be performed by appropriately registered or licensed third parties. Partner relationships and technical integrations may be planned, under evaluation or subject to commercial agreements; the Issuer does not represent that all described providers are contracted or live as of this date.

The Issuer intends to pursue transfer agent registration with the U.S. Securities and Exchange Commission ("SEC") and is evaluating broker-dealer and alternative trading system registration for the Issuer or a wholly-owned subsidiary in the future. There is no assurance that any application for registration will be filed, approved, or completed on the timeline currently contemplated, or at all. See "Risk Factors" for a discussion of the risks associated with operating in a regulated industry without certain registrations and licenses.

MintWorks Holdings Inc. is the “engine for real-world assets” — a full-stack software platform that enables companies and financial institutions to issue, manage, and support compliant tokenized securities such as private equity, fund interests, debt, and real estate. The Company operates through its flagship MintWorks platform, which provides core infrastructure for tokenized securities issuance and management, including investor onboarding, enforceable transfer rules, ownership records, and automated lifecycle actions such as distributions and voting.

MintWorks is a software technology platform designed to support issuance and lifecycle administration of tokenized private-market securities, including equity, debt, fund interests and real-estate-related instruments. Its architecture uses permissioned ERC-3643 token patterns, onboarding/eligibility workflows, records and servicing automation; regulated custody, trading, broker-dealer and statutory transfer-agent services are intended to be provided by third parties where required.

The Company intends to direct new Regulation CF proceeds toward platform development, security validation, compliance, issuer integrations, commercialization and general operating needs; no proceeds are allocated to new purchases of digital assets.

Business Plan

MintWorks is positioned to capture a share of the tokenized real-world asset (RWA) market, which industry analysts project will grow from approximately $25 billion today to between $2 trillion (McKinsey base case) and $19 trillion (BCG & Ripple) by 2030–2033. The Company's business plan is organized in three phases:

Phase 1 — Validate and Deploy (2026, ongoing): Continue product testing and formal QA; advance design-partner discovery and prospective issuer pilots, including credit assets and private-market securities. Planned activities depend on commercial agreements, compliance reviews and technical readiness.

Phase 2 — Commercialize (2026–2027): Seek first production deployments; deepen third-party transfer-agent, custody, and regulated-liquidity integrations; develop issuer and investor workflow modules and institutional API partnerships. These activities remain prospective.

Phase 3 — Expand (2027 and beyond): Scale enterprise integrations and partner channels and evaluate additional securities/asset verticals and jurisdictions subject to regulatory review, capital availability and demonstrated customer demand.

The Company intends to generate revenue primarily through the licensing, implementation, operation, and ongoing servicing of its digital securities technology platform.

The Company's anticipated revenue streams include recurring enterprise software subscription fees, platform implementation and configuration fees, tokenization and issuance technology fees, asset-based technology servicing fees calculated with reference to assets administered through the platform, API and integration fees, and usage-based fees for automated platform functions and transaction-processing technology.

MintWorks operates as a technology infrastructure provider and does not currently hold registrations as a broker-dealer, transfer agent, investment adviser, custodian, or alternative trading system. Activities requiring such registrations or licenses will be performed by appropriately registered or licensed third-party service providers, where applicable and available.

The Company's technology fees are intended to compensate MintWorks for software, infrastructure, automation, administrative technology, and related services rather than for securities solicitation, brokerage execution, investment advice, custody, or other regulated financial activities. The Company will structure its commercial agreements and compensation arrangements in accordance with applicable securities laws and regulatory requirements.

The Company has not generated revenue during the historical financial reporting periods presented in this Form C. The realization of future revenues will depend upon successful commercialization, customer adoption, implementation of commercial agreements, and the availability of necessary third-party services.

The Issuer's Products and/or Services

Product / Service	Description	Current Market
MintWorks Tokenization Platform	Full-stack digital securities infrastructure enabling compliant tokenization of real-world assets. Includes tokenization engine, smart contract deployment (ERC-3643), multi-chain support (Ethereum, Base, Polygon, Avalanche, Arbitrum), and white-label portal for issuers.	Investment firms, real estate companies, VC/PE funds, asset managers, family offices, and financial institutions seeking to tokenize illiquid assets.
Transfer-Agent & Fund-Administration Software	Technology supporting ownership-record reconciliation, investor eligibility, payment instructions, corporate-action workflows and reporting. Statutory transfer-agent and regulated fund-administration functions are performed by authorized third parties where applicable.	Issuers of tokenized securities requiring compliant record-keeping, shareholder management, and regulatory reporting.
Secondary Transfer & Liquidity Integration	Software for investor eligibility, restricted transfer workflows, issuer/TA approvals, audit trails, and connectivity with regulated secondary venues or other authorized execution services where applicable. No liquidity is guaranteed.	Investors seeking liquidity for tokenized private securities, funds, and real estate holdings that are traditionally illiquid.
Compliance & Lifecycle	Permissioned ERC-3643 workflows, investor identity	Issuers, credit originators, fund

Administration	and transfer-rule coordination, reporting, servicing events and auditable lifecycle controls. The software does not itself provide licensed financial intermediary services.	managers and regulated partners requiring issuance and ongoing servicing technology.
Developer API / SDK	REST APIs and planned SDK interfaces enabling clients and regulated partners to integrate tokenization, eligibility, servicing, data reconciliation and transfer-control workflows.	Fintech companies, banks, broker-dealers, and software platforms seeking to embed tokenization capabilities.

Customer Base

The Issuer targets three primary customer segments: (1) Asset Managers and Investment Firms seeking to tokenize alternative investments including real estate, private equity, venture capital, and debt instruments to reduce costs, improve liquidity, and expand their investor base; (2) Financial Institutions including banks, broker-dealers, and registered investment advisors seeking white-label tokenization infrastructure to offer digital securities products under their own brand; and (3) Individual Investors seeking fractional ownership and improved access to asset classes traditionally restricted to high-net-worth and institutional investors through minimums as low as $100. The Company currently has no paying customers and is in the pre-revenue, development stage.

Intellectual Property

Application or Registration #	Title	Description	File Date	Grant Date	Country
N/A (Trade Secrets)	MintWorks and other software assets transferred under October 2025 IP Assignment	Proprietary Software / Trade Secrets	Oct 8, 2025	N/A	United States
Provisional application — number to verify	Verified Certificate System	Authentication, due diligence and monitoring records for tokenized assets	May 2026	Not issued	United States
Provisional application — number to verify	Zero-Knowledge Compliance Transfer Gate	Privacy-preserving verification of investor eligibility and compliance	May 2026	Not issued	United States
Provisional application — number to verify	Cross-Chain Compliance Synchronization	Coordination of compliance controls across supported chains	May 2026	Not issued	United States

The Issuer’s intellectual property includes the MintWorks digital-securities software and other proprietary software modules acquired from the CEO under the October 8, 2025 IP Assignment and Contribution Agreement. The transaction involved the issuance of 250,000,000 shares, consisting of 150,000,000 Class A Common shares and 100,000,000 Class B Common shares, for aggregate negotiated consideration of $500,000 ($0.002 per share), as reflected in the Company's records and the October 26, 2026 capitalization table. The Company accounted for the contributed IP at $500,000, with amortization described in its financial statements. A software asset replacement-cost valuation analysis was prepared subsequently, as of February 15, 2026; its indicated values are estimates based on the scope and assumptions of that later analysis, not the consideration paid in the October 2025 related-party exchange. In May 2026, the Company filed three USPTO provisional patent applications, which have not resulted in issued patents. The Company also relies on confidentiality and trade-secret protections.

Intellectual Property, Software Valuation, and Patent Portfolio

The Company has developed and acquired proprietary software, technology infrastructure, and related intellectual property supporting its digital securities tokenization platform. Its technology includes securities issuance and lifecycle management, investor identity verification, compliance automation, blockchain-based ownership records, transfer restrictions, cross-chain interoperability, and related administrative functionality.

Intellectual Property Contribution

In October 2025, the Company's founder, Saeed Talari, transferred certain proprietary software intellectual property to MintWorks Holdings, Inc. pursuant to an Intellectual Property Assignment and Contribution Agreement. The transaction was completed for agreed consideration of $500,000.

The $500,000 represents the consideration established for the intellectual property transfer at the time of the transaction. It should not be interpreted as an independent valuation of the software or as the estimated cost of developing comparable technology.

Subsequent Software Replacement-Cost Analysis

In February 2026, a software replacement-cost analysis was prepared using the COCOMO II software cost-estimation methodology and related development-cost assumptions. The analysis estimated that recreating comparable software functionality could require approximately $29 million to $40 million in development expenditures.

The analysis considered estimated software development effort, technical complexity, engineering requirements, personnel costs, and related assumptions concerning the resources required to reproduce comparable functionality.

The estimated replacement cost is not equivalent to the fair market value of the intellectual property, its financial statement carrying value, its potential licensing or sale proceeds, or the enterprise valuation of MintWorks Holdings, Inc.

The analysis is subject to significant assumptions and uncertainties, and actual development costs could differ materially. The estimate does not establish that a third party would pay the estimated amount for the Company's intellectual property. The Company makes no representation that the estimated replacement cost is independently verified unless supported by the qualifications, procedures, and findings of the analysis preparer.

USPTO Provisional Patent Applications

In May 2026, MintWorks Holdings, Inc., as the named applicant, filed three provisional patent applications with the United States Patent and Trademark Office (USPTO) covering innovations within its digital securities technology platform:

1. **Verified Certificate System:** Technology designed to establish verifiable records of authenticity, due diligence, certification, and ongoing monitoring for tokenized real-world assets, supporting greater transparency and confidence in digital securities infrastructure.
2. **Zero-Knowledge Compliance Transfer Gate:** Technology designed to verify investor eligibility, accreditation, identity-related compliance requirements, and sanctions-screening results while limiting the disclosure of sensitive personal information on public blockchain networks.
3. **Cross-Chain Compliance Synchronization:** Technology designed to maintain and synchronize compliance information and transfer-control requirements across multiple blockchain networks, including Ethereum, Base, and Arbitrum, supporting consistent compliance administration across supported networks.

The Company has identified four additional potentially patentable inventions within its technology portfolio. Management may pursue additional patent applications following future financing, subject to available resources, commercial priorities, and intellectual property counsel's recommendations. No assurance can be given that these additional inventions will be the subject of patent applications or will qualify for patent protection.

Patent Protection and Commercial Strategy

The May 2026 provisional patent applications permit the Company to describe the inventions disclosed in those applications as patent pending. Provisional applications establish filing dates for disclosed subject matter but do not themselves result in issued patents or confer enforceable patent rights.

To preserve the benefit of the respective provisional filing dates, corresponding nonprovisional applications generally must be filed within 12 months of the applicable provisional filing dates, subject to applicable patent laws and procedural requirements.

The Company intends to evaluate the timely filing of corresponding nonprovisional applications and to pursue patent protection where commercially and economically appropriate. There can be no assurance that any application will mature into an issued patent, that any resulting patent will be valid or enforceable, or that the Company will be successful in preventing competitors from developing similar technologies.

The Company's intellectual property strategy includes proprietary software, trade secrets, technical know-how, contractual protections, and patent applications. Management believes these assets may contribute to the Company's competitive positioning, support future commercial licensing opportunities, and enhance its ability to establish relationships with institutional customers and technology partners.

However, the commercial and economic value of these assets remains uncertain. The February 2026 software replacement-cost estimate predates the May 2026 provisional patent filings and should not be interpreted as a separate valuation of the patent applications or any patent rights that may subsequently be granted.

Governmental/Regulatory Approval and Compliance

The Issuer is subject to and affected by the laws and regulations of U.S. federal, state, and local governmental authorities, including the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), and applicable state securities regulators. The Issuer’s business involves the tokenization and management of securities, which is regulated under federal and state securities laws including the Securities Act of 1933, the Securities Exchange Act of 1934, and Regulation CF, Regulation D, and Regulation A+ thereunder.

The Issuer currently operates as a technology platform provider and does not directly provide broker-dealer, investment advisory, transfer agent, or custody services. The Issuer intends to pursue transfer agent registration with the SEC and may pursue additional registrations or licenses as its business develops. The Issuer integrates with regulated third-party partners (including registered broker-dealers, custodians, and alternative trading systems) to ensure compliance with applicable securities laws. The regulatory environment for digital securities and blockchain-based financial services is rapidly evolving, and changes in laws or regulations could materially affect the Issuer’s business model and operations.

Litigation

The Issuer is not subject to any current litigation or threatened litigation. There are no pending or threatened lawsuits, arbitration proceedings, regulatory investigations, or enforcement actions involving the Issuer, its officers, or its directors as of the date of this Form C.

USE OF PROCEEDS

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

Use of Proceeds	% of Proceeds if Target Offering Amount Raised	Amount if Target Offering Amount Raised	% of Proceeds if Maximum Offering Amount Raised	Amount if Maximum Offering Amount Raised
Intermediary Fees	20%	$15,000	5.5%	$66,000
Engineering & Product Development	20%	$15,000	33%	$396,000
Sales & Marketing	10%	$7,500	20.5%	$246,000
Platform Security & Quality Assurance	0%	$0	10%	$120,000
Compliance & Legal	20%	$15,000	12%	$144,000
General Working Capital & Operations	30%	$22,500	19%	$228,000
Total	**100%**	**$75,000**	**100%**	**$1,200,000**

Intermediary fees will be payable to Republic pursuant to the Campaign Agreement. The cash fee is the greater of $15,000 or 6% of the dollar amount raised above $100,000, up to the permitted offering amount, and Republic additionally receives securities compensation equal to 2% of the Securities sold. The use-of-proceeds table shows only cash compensation.

The Issuer has discretion to alter the use of proceeds set forth above to adhere to the Issuer's business plan and liquidity requirements. Set forth below are reasonably specific descriptions of how we intend to use the net proceeds of this Offering for any category of at least ten percent (10%) in the table above.

(1) Engineering & Product Development: We will invest in the continued development of the MintWorks digital securities platform, including smart contract deployment, tokenization engine enhancements, multi-chain blockchain integrations (Ethereum, Base, Polygon, Avalanche, Arbitrum), security audits by independent firms, API/SDK development for third-party integrations, and infrastructure scaling to support enterprise clients.

(2) Sales & Marketing: We will use these proceeds for direct sales efforts targeting investment firms, real estate companies, and asset managers; content marketing and thought leadership campaigns; attendance at industry conferences and trade shows; digital advertising; and investor acquisition and community-building activities.

(3) Platform Security & Quality Assurance: At the Maximum Offering Amount, the Issuer intends to allocate approximately $120,000 (10% of gross proceeds) to independent security assessments, platform quality assurance, smart-contract audits, remediation of identified vulnerabilities and cybersecurity readiness.

(4) Compliance & Legal: We will use these proceeds for SEC and state regulatory filings, ongoing legal counsel for securities compliance, transfer agent and broker-dealer licensing and certifications, KYC/AML compliance infrastructure, and external audit and review engagement costs.

(5) General Working Capital & Operations: At the Maximum Offering Amount, the Issuer intends to allocate approximately $228,000 (19% of gross proceeds) to officer compensation, software and cloud services, accounting, administrative expenses and reserves for unforeseen operating needs.

(6) Intermediary Fees: Under the Republic Campaign Agreement, the Issuer will pay a cash fee equal to the greater of (A) $15,000 or (B) 6% of gross offering amounts raised in excess of $100,000, plus securities equal to 2% of the securities sold. At a $75,000 offering target the estimated cash fee is $15,000 (20% of gross proceeds). At a $1,200,000 maximum the estimated cash fee is $66,000 (5.5% of gross proceeds).

DIRECTORS, OFFICERS, MANAGERS, AND KEY PERSONS

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

Name	Positions and Offices Held at the Issuer	Principal Occupation and Employment Responsibilities for the Last Three (3) Years	Education
Saeed Talari	Chief Executive Officer, Chief Financial Officer, Founder, Director	Founder, Chief Executive Officer and Director of MintWorks Holdings Inc., September 2025–present; responsible for strategic direction, product and technology development, operations, financing and company management. Managing Director, Talari Industries LLC, 2009–present, focused on incubating and managing technology ventures. CEO of BlockScience Corp, February 2016–December 2023, focused on blockchain technology and digital-asset businesses. Previously held executive leadership roles at Infrax Systems, Nuvus Corp and CB Scientific.	Computer Science & Electrical Engineering
Dr. Olga Krynina	Chief Marketing Officer, Co-Founder, Director	CMO, Co-Founder and Director of MintWorks Holdings Inc. 2025 – Present. PhD in Marketing Science. Expert in research methods, statistical analysis, survey design, and data modeling. Brings rigorous, data-driven marketing strategy to grow brand and customer base. Dr. Krynina served as CMO of Apotheca Bioscience (Promed) from 2015 to 2024.	PhD in Marketing Science
Curtis Bridge	Chief Revenue Officer	Capital-markets and operations executive with a background in licensed finance and experience leading fundraising, compliance, and strategic partnerships since 2020 across digital-asset and emerging-technology markets — most recently as Head of Partnerships at Growth Turbine. FINRA Series 7, Series 66, and Series 24	

Biographical Information

Saeed (Sam) Talari — CEO, CFO, Founder, Director
Founder, Chief Executive Officer and Director of MintWorks Holdings Inc., September 2025–present. Responsible for strategic planning, operations, platform/technology development, financing and corporate management. Managing Director of Talari Industries LLC, 2009–present, focused on technology ventures; previously CEO of BlockScience Corp, 2016–December 2023, focused on blockchain technology and digital-asset businesses. Earlier executive leadership positions included Infrax Systems, Nuvus Corp and CB Scientific. Education: studies in Computer Science and Electrical Engineering at the University of Massachusetts Lowell and Computer Science at the University of New Hampshire.

Dr. Olga Krynina — CMO, Co-Founder, Director

CMO, Co-Founder and Director of MintWorks Holdings Inc., September 2025 – Present. Leading investor outreach, brand strategy, and data-driven marketing. Expert in research methods, statistical analysis, survey design, and data modeling. Education: PhD in Marketing Science

Curtis Bridge — CRO, Chief Revenue Officer
Curtis is a licensed securities professional, holding FINRA Series 7, Series 66, and Series 24 registrations in good standing — the Series 24 qualifying him as a general securities principal — along with active life and health insurance licenses. He brings a strong network across family offices and hedge funds, hands-on experience advising companies on capital formation, and deep, current expertise in Web3 and digital asset tokenization.

Indemnification

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

CAPITALIZATION, DEBT AND OWNERSHIP

Capitalization

The Issuer's authorized capital stock consists of 750,000,000 shares: 550,000,000 Class A Common, 100,000,000 Class B Common and 100,000,000 Preferred. As of October 26, 2026, the capitalization schedule reflects 245,958,083 shares of Class A Common Stock, 100,000,000 shares of Class B Common Stock and 2,550,000 shares of Series A Preferred Stock, for 348,508,083 issued and outstanding shares in total. The Series A total includes 2,250,000 shares previously reported as Series A and the additional 300,000 shares labeled "preferred-a" in the cap-table export. Management confirms that all Series A Preferred shares carry the same voting, conversion, liquidation and other class rights.

Outstanding Capital Stock

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

Type	Class A Common Stock
Amount Outstanding	245,958,083 shares
Par Value Per Share	$0.001
Voting Rights	1 vote per share
Anti-Dilution Rights	None
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	Common Stock holders may be diluted by the conversion of SAFEs issued in this Offering and any future equity financings. Upon conversion of the Securities, holders will receive shares that rank junior to Preferred Stock in liquidation preference.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	70.57% of issued and outstanding shares (245,958,083 / 348,508,083). Assuming one vote per Class A share, one vote per preferred share and ten votes per Class B share, Class A represents 19.70% of voting power (245,958,083 of 1,248,508,083 votes).

Type	Class B Common Stock
Amount Outstanding	100,000,000 shares
Par Value Per Share	$0.001
Voting Rights	10 votes per share
Anti-Dilution Rights	None
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	Class B Common Stock carries 10 votes per share, giving holders disproportionate voting control relative to share count. This means SAFE holders, upon conversion, will have minimal voting influence. Class B shares are held entirely by the CEO, Saeed Talari.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	28.69% of issued and outstanding shares (100,000,000 / 348,508,083). Assuming 10 votes per Class B share, Class B accounts for 80.10% of voting power (1,000,000,000 of 1,248,508,083 votes).

Type	Series A Preferred Stock

Amount Outstanding	2,550,000 shares of Series A Preferred Stock (including 300,000 shares labeled "preferred-a" in the cap-table export; management confirms they are part of the same series with identical rights).
Par Value Per Share	$0.001
Voting Rights	1 vote per share on an as-converted basis. All Series A Preferred shares have identical voting rights, as confirmed by management; subject to the charter and issuance documents.
Anti-Dilution Rights	None
Other Rights	Liquidation preference: In the event of liquidation, dissolution, or winding up, Preferred Stock holders receive their original purchase price ($0.10 per share) before any distribution to Common Stock holders. Conversion: Each share of Preferred Stock is convertible into one share of Class A Common Stock at the option of the holder.
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	Preferred Stock has a liquidation preference senior to Common Stock and to the Securities. Upon a Liquidity Event, Preferred Stock holders will be paid before SAFE holders. Conversion of Preferred Stock into Common Stock will dilute all Common Stock holders, including holders of shares received upon SAFE conversion.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	0.73% of issued and outstanding shares (2,550,000 / 348,508,083). At one vote per Series A Preferred share, the Series A represents 0.20% of aggregate voting power (2,550,000 of 1,248,508,083 votes).

Outstanding Options, SAFEs, Convertible Notes, Warrants

As of the date of this Form C, the Issuer has no outstanding options, SAFEs, convertible notes, or warrants prior to this Offering.

Outstanding Debt

As of September 30, 2026, the Issuer had no interest-bearing debt. Its liabilities consisted of (i) $111,361 of accrued but unpaid compensation owed to its Chief Executive Officer and its Chief Marketing Officer, and (ii) a $5,445 non-interest-bearing loan from its Chief Executive Officer, which has no fixed repayment terms and is payable on demand. See "Transactions with Related Persons and Conflicts of Interest."

Ownership

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

Name	Amount and Type or Class Held	Percentage Ownership (in terms of voting power)
Saeed Talari	175,691,032 shares Class A Common Stock; 100,000,000 shares Class B Common Stock (275,691,032 shares total)	94.17% (1,175,691,032 of 1,248,508,083 votes), based on one vote per Series A Preferred share as confirmed by management.

FINANCIAL INFORMATION

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

Cash and Cash Equivalents

As of September 30, 2026, the Issuer had $7,149 in cash and cash equivalents, compared with $137,449 at March 31, 2026 and $72,645 at December 31, 2025. At September 30, 2026, the Issuer also reported digital assets at a fair value of $425,004, consisting of Bitcoin, Solana and USD Coin held at Coinbase Prime and in a company-controlled DeFi wallet. A separate portfolio valuation as of October 27, 2026 was approximately $400,645; this later measurement is not included in the September 30 balance sheet. During the six months ended September 30, 2026, the Issuer purchased $81,800 and sold $66,000 of digital assets, and in the third quarter it sold digital assets to fund its operations.

Net cash used in operating activities was $58,207 during the third quarter of 2026, or approximately $19,402 per month. At that historical rate, the Issuer's $7,149 cash balance as of September 30, 2026 represented approximately 0.37 months of operating cash needs. For illustration only, combining that same-date cash balance with $425,004 in digital assets reported at fair value as of September 30, 2026 produces a gross amount equivalent to approximately 22 months of expenditures at the historical rate. This is not a forecast of operating runway: it assumes all digital assets could be liquidated at the reported fair value without delay or loss and does not deduct the $111,361 of accrued but unpaid officer compensation or the $5,445 CEO loan outstanding at September 30, 2026. Actual liquidity and future operating requirements may differ materially. See the unaudited interim financial statements for the six months ended September 30, 2026, including the quarterly cash-flow and operating-expense information, to be included in Exhibit A.

Liquidity and Capital Resources

The proceeds from the Offering are essential to our operations. We plan to use the proceeds as set forth above under the section titled "*Use of Proceeds*", which is an indispensable element of our business strategy.

The Issuer is concurrently undertaking a separate offering under Rule 506(c) of Regulation D of up to $5,000,000 of Series A Preferred Stock at $0.10 per share to verified accredited investors. As of October 26, 2026, the capitalization schedule reflects 2,550,000 Series A Preferred shares, including the 300,000 shares issued June 23, 2026 (labeled "preferred-a" in the cap-table export), reflecting aggregate recorded preferred-stock consideration of $255,000. Management confirms that all 2,550,000 Series A Preferred shares carry identical rights. The Company and its counsel will ensure the parallel offerings comply with the applicable exemption, solicitation and integration requirements. The Issuer received no proceeds from the Concurrent Offering between July 1 and September 30, 2026.

Capital Expenditures and Other Obligations

As of September 30, 2026, the Issuer had no material commitments for capital expenditures and no lease liabilities. Planned spending on software development, security validation, compliance and commercialization is described under "Use of Proceeds."

Valuation

The terms of this Offering are based on a pre-money valuation cap of $35,000,000. Although the Securities provide a valuation cap, the Intermediary has ascribed no pre-Offering valuation to the Issuer; the Securities are priced arbitrarily and the Issuer makes no representations as to the reasonableness of any specified valuation cap.

The most recent preferred-stock issuance reflected in the October 26, 2026 capitalization schedule is the June 23, 2026 issuance of 300,000 Series A Preferred shares to Sima Elyashar at $0.10 per share for $30,000 (identified as "preferred-a" in the cap-table export). These shares have the same liquidation, voting, conversion and other rights as the 2,250,000 previously issued Series A Preferred share, as confirmed by management. As of October 26, 2026, the Series A Preferred Stock outstanding totals 2,550,000 shares with $255,000 of recorded consideration. The Rule 506(c) concurrent offering is proposed at $0.10 per share and up to $5,000,000 in aggregate, subject to the applicable offering documents and verification of its current status.

Based on 348,508,083 shares issued and outstanding as of October 26, 2026, the concurrent Series A offering price of $0.10 per share implies an aggregate equity value of approximately $34,850,808. The $35,000,000 pre-money Republic SAFE Valuation Cap is approximately $149,192, or 0.43%, above that illustrative price-based equity value. The comparison does not equate the instruments: SAFE investors do not currently hold equity, their conversion price is

subject to the contractual capitalization definition and 20% discount, and the existing Series A Preferred Stock has senior liquidation rights and other different terms. The Valuation Cap is not an independent appraisal, a guaranteed present valuation, or a guarantee of any conversion price or investment return.
For a description of the rights, preferences, and other terms of the Series A Preferred Stock issued in the Concurrent Offering — including liquidation preference, investor eligibility, and the impact of the Concurrent Offering on holders of the Securities — see "Risk Factors — The Issuer is conducting a concurrent offering of securities under Regulation D, which may affect the amount of capital available to investors in this Offering" and the conversion-mechanics disclosure regarding the Valuation Cap herein.

Related-Party Intellectual Property Contribution and Subsequent Valuation

On October 8, 2025, Saeed Talari, the Company's founder and Chief Executive Officer, entered into an Intellectual Property Assignment and Contribution Agreement with the Company, pursuant to which he transferred proprietary software assets and associated intellectual property rights to MintWorks Holdings, Inc.

In consideration for this contribution, the Company issued an aggregate of 250,000,000 shares of common stock to Mr. Talari, consisting of 150,000,000 shares of Class A Common Stock and 100,000,000 shares of Class B Common Stock. The agreed aggregate transaction consideration was $500,000, equivalent to $0.002 per share. This transaction constituted a related-party transaction because Mr. Talari was the Company's founder and Chief Executive Officer.

The $500,000 represents the consideration established by the parties in connection with the original intellectual property contribution and does not constitute an independent third-party valuation of the contributed assets.

On February 15, 2026, a subsequent software asset valuation analysis was prepared using a replacement-cost methodology and comparable technology benchmarks. The analysis indicated an estimated combined software asset value of approximately $29,000,000 to $40,000,000.

This subsequent analysis was separate from the October 2025 intellectual property contribution and did not modify the consideration established under the original agreement. The estimated replacement-cost value does not establish the fair market value of the intellectual property, its financial statement carrying amount, the price a third-party purchaser would pay for the assets, or the enterprise or equity valuation of MintWorks Holdings, Inc.

The analysis is subject to assumptions regarding software complexity, development effort, personnel costs, technology requirements, and comparable development expenditures. Actual replacement costs and realizable economic value could differ materially from the amounts estimated.

Trends and Uncertainties

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

Please see Exhibit A, to be separately filed, for the Issuer’s reviewed financial statements for the period ended December 31, 2025, the accountant’s review report, and the Issuer’s unaudited interim financial statements for the six months ended September 30, 2026.

Material Changes and Other Information

In February 2026, the Company changed its corporate name from DDAT Holdings, Inc. to MintWorks Holdings, Inc. The name change did not result in the formation of a new legal entity, and the Company continues to operate under its existing corporate structure.

The Company has developed its core digital securities technology platform, which supports the issuance, administration, compliance management, and lifecycle servicing of tokenized securities. The Company continues to enhance its software, conduct technical and security validation, pursue enterprise integrations, and undertake commercial development activities.

The Company's financial statements for the year ended December 31, 2025, were reviewed by an independent certified public accountant. These statements reflect the Company's historical financial condition and operating results for the periods presented. A review is more limited in scope than an audit and does not constitute an audit opinion.

Material developments occurring after the historical financial reporting periods, including changes in financial condition, securities issuances, related-party transactions, intellectual property developments, and commercial activities, are disclosed elsewhere in this Form C, as applicable.

Since March 31, 2026: (i) the Issuer’s cash declined from $137,449 to $7,149 at September 30, 2026, and the Issuer has funded its operations primarily by selling digital assets; (ii) in June 2026 the Issuer sold 300,000 shares of Series A Preferred Stock for $30,000; (iii) in July and August 2026 the Issuer’s Chief Executive Officer loaned it $5,445; (iv) in August 2026 the Issuer invested $20,000 in a SAFE issued by Volantyx Inc., of which the Issuer’s Chief Executive Officer is also Chief Executive Officer; and (v) accrued but unpaid officer compensation increased to $111,361 at September 30, 2026. These developments are reflected in the unaudited interim financial statements for the six months ended September 30, 2026 included with Exhibit A.

Previous Offerings of Securities

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

Security Type	Principal Amount of Securities Sold	Number of Securities Issued	Use of Proceeds	Issue Date	Exemption from Registration Used or Public Offering
Class A Common Stock (Founder Equity)	$75,000 (non-cash)	75,000,000 shares	Organization services	October 2025	Section 4(a)(2)
Class A and Class B Common Stock (IP Exchange)	$500,000 (non-cash)	250,000,000 shares	IP contribution	October 2025	Section 4(a)(2)
Class A Common Stock (Seed)	$350,000	20,958,083 shares	Working capital and technology operations	October 2025	Reg D 506(c)
Series A Preferred Stock	$25,000	250,000 shares	Working capital	December 2025	Reg D 506(c)
Series A Preferred Stock	$25,000	250,000 shares	Working capital	January 2026	Reg D 506(c)
Series A Preferred Stock	$150,000	1,500,000 shares	Working capital	January 2026	Reg D 506(c)
Series A Preferred Stock	$25,000	250,000 shares	Working capital	March 2026	Reg D 506(c)
Series A Preferred Stock (shown as “preferred-a” in	$30,000	300,000 shares	Digital asset treasury	June 2026	Reg D 506(c)

capitalization export)					

See the section titled “Capitalization and Ownership” for additional information regarding the Company's previously issued securities.

Founder Share Issuance and Subsequent Secondary Transfer

In October 2025, the Company issued an aggregate of 75,000,000 shares of Class A Common Stock as founder equity, consisting of 50,000,000 shares issued to Saeed Talari and 25,000,000 shares issued to Olga Krynina. Separately, pursuant to an Intellectual Property Assignment and Contribution Agreement dated October 8, 2025, the Company issued Mr. Talari an additional 150,000,000 shares of Class A Common Stock and 100,000,000 shares of Class B Common Stock as consideration for contributed intellectual property, as further described in the Company's related-party transaction disclosures. On April 23, 2026, Mr. Talari sold and transferred 24,308,968 shares of his personally owned Class A Common Stock to Herzog Capital Group, Inc. in a private secondary transaction between shareholders. This transaction did not involve the issuance of new securities by the Company. The Company was not the seller, received no proceeds from the sale, and experienced no change in its total issued and outstanding shares as a result of the transaction. Following the secondary sale, Mr. Talari held 175,691,032 shares of Class A Common Stock and 100,000,000 shares of Class B Common Stock, consistent with the Company's capitalization table dated October 26, 2026.

TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST

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

The Issuer has conducted the following transactions with related persons:

The Company has entered into the following transactions and arrangements involving its executive officers, directors, and principal shareholders.

Saeed Talari — Founder, Chief Executive Officer and Director

Based on the Company's capitalization table dated October 26, 2026, Mr. Talari beneficially owns 275,691,032 shares of the Company's common stock, consisting of 175,691,032 shares of Class A Common Stock and 100,000,000 shares of Class B Common Stock. These holdings represent approximately 79.11% of the Company's issued and outstanding equity securities and 94.17% of its outstanding voting power.

1. Intellectual Property Assignment and Contribution

On October 8, 2025, Mr. Talari entered into an Intellectual Property Assignment and Contribution Agreement with the Company, pursuant to which he transferred certain proprietary software assets and associated intellectual property rights to the Company.

In consideration for the contribution, the Company issued Mr. Talari 250,000,000 shares of common stock, consisting of 150,000,000 shares of Class A Common Stock and 100,000,000 shares of Class B Common Stock, at

an agreed aggregate transaction value of $500,000, or $0.002 per share. The transaction was approved by the Company's Board of Directors.

A subsequent software asset valuation analysis dated February 15, 2026, estimated the combined replacement cost of the contributed software assets at approximately $29 million to $40 million. This subsequent analysis was separate from the October 2025 transaction and did not modify the original $500,000 consideration. The analysis does not establish the fair market value of the assets, their financial statement carrying value, or the enterprise value of the Company.

2. Executive Compensation

Under his employment agreement effective October 24, 2025, Mr. Talari is entitled to compensation of $10,000 per month. The Company pays advances against this compensation as cash allows, and unpaid amounts accrue as a liability.

Mr. Talari and Ms. Krynina are spouses. As of September 30, 2026, the Company owed them an aggregate of $111,361 in accrued but unpaid compensation. During the six months ended September 30, 2026, the Company paid advances of $78,800 against $120,000 of compensation accrued for the two officers.

3. Loan to the Company

In July and August 2026, Mr. Talari loaned the Company an aggregate of $5,445 for working capital. The loan bears no interest, has no fixed repayment terms and is payable on demand. The full amount was outstanding as of September 30, 2026.

4. Investment in Volantyx Inc.

On August 10, 2026, the Company invested $20,000 in Volantyx Inc. through a Simple Agreement for Future Equity (SAFE) with a $9,000,000 post-money valuation cap. Mr. Talari is the Chief Executive Officer of Volantyx Inc. and therefore had a conflict of interest in this transaction. The Company carries the investment at its cost of $20,000.

Olga Krynina — Chief Marketing Officer and Director

Based on the Company's capitalization table dated October 26, 2026, Ms. Krynina owns 25,000,000 shares of Class A Common Stock, representing approximately 7.17% of the Company's issued and outstanding equity securities.

6. Executive Compensation

Under her employment agreement effective October 24, 2025, Ms. Krynina is entitled to compensation of $10,000 per month for her services as Chief Marketing Officer.

The Company pays advances against this compensation as cash allows, and unpaid amounts accrue as a liability. Her accrued but unpaid compensation is included in the $111,361 aggregate balance owed to Mr. Talari and Ms. Krynina as of September 30, 2026, described above.

TAX MATTERS

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

TO ENSURE COMPLIANCE WITH THE REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT ANY TAX STATEMENT IN THIS FORM C CONCERNING UNITED STATES FEDERAL TAXES IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING ANY TAX-RELATED PENALTIES UNDER

THE UNITED STATES INTERNAL REVENUE CODE. ANY TAX STATEMENT HEREIN CONCERNING UNITED STATES FEDERAL TAXES WAS WRITTEN IN CONNECTION WITH THE MARKETING OR PROMOTION OF THE TRANSACTIONS OR MATTERS TO WHICH THE STATEMENT RELATES. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

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

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

LEGAL MATTERS

Any Investor should consult with its own counsel and advisors in evaluating an investment in the Offering and conduct independent due diligence.

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

(1) Is organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia;

(2) Is not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the "**Exchange Act**") (15 U.S.C. 78m or 78o(d));

(3) Is not an investment company, as defined in Section 3 of the Investment Company Act of 1940 (the "**Investment Company Act**")(15 U.S.C. 80a-3), or excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act (15 U.S.C. 80a-3(b) or 80a-3(c));

(4) Is not ineligible to offer or sell securities in reliance on Section 4(a)(6) of the Securities Act of 1933 (the "**Securities Act**") (15 U.S.C. 77d(a)(6)) as a result of a disqualification as specified in § 227.503(a);

(5) Has filed with the SEC and provided to investors, to the extent required, any ongoing annual reports required by law during the two years immediately preceding the filing of this Form C; and

(6) Has a specific business plan, which is not to engage in a merger or acquisition with an unidentified company or companies.

Bad Actor Disclosure

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

The Issuer is not subject to any matters that would have triggered disqualification but occurred prior to May 16, 2016.

Ongoing Reporting

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

Once posted, the annual report may be found on the Issuer's website at https://mintworks.io/sec

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

(1) the Issuer is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;

(2) the Issuer has filed at least three annual reports pursuant to Regulation CF and has total assets that do not exceed $10,000,000;

(3) the Issuer has filed at least one annual report pursuant to Regulation CF and has fewer than 300 holders of record;

(4) the Issuer or another party repurchases all of the Securities issued in reliance on Section 4(a)(6) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or

(5) the Issuer liquidates or dissolves its business in accordance with applicable state law.

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

ADDITIONAL INFORMATION

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

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

SIGNATURE

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

MintWorks Holdings Inc.

(Issuer)

By:

/s/ Saeed Talari

(Signature)

Saeed Talari

(Name)

Chief Executive Officer, CFO

(Title)

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

/s/ Saeed Talari

(Signature)

Saeed Talari

(Name)

Director

(Title)

11/24/2026

(Date)

/s/Olga Krynina

(Signature)

Olga Krynina

(Name)

Director

(Title)

11/24/2026

(Date)

Instructions.

1. The form shall be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.

2. The name of each person signing the form shall be typed or printed beneath the signature. Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

EXHIBIT A

Financial Statements

MINTWORKS HOLDINGS INC.

FINANCIAL STATEMENTS

AS OF DECEMBER 31, 2025, AND FOR THE PERIOD FROM INCEPTION (SEPTEMBER 18, 2025) TO DECEMBER 31, 2025

(Unaudited)

INDEX TO FINANCIAL STATEMENTS

(UNAUDITED)

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
MintWorks Holdings Inc.
St. Petersburg, Florida

We have reviewed the accompanying financial statements of MintWorks Holdings Inc. (the "Company"), which comprises the balance sheet as of December 31, 2025, and the related statement of operations, stockholders' equity, and cash flows for the period from Inception (September 18, 2025) to December 31, 2025, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountant's Responsibility

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

We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

Accountant's Conclusion

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

Going Concern

As discussed in Note 9, certain conditions indicate that the Company may be unable to continue as a going concern. The accompanying financial statements do not include any adjustments that might be necessary should the Company be unable to continue as a going concern.

SetApart Accountancy Corp.

April 14, 2026
Calabasas, CA 91302

MINTWORKS HOLDINGS INC.
BALANCE SHEET
(UNAUDITED)

As of December 31,		2025
(USD $ in Dollars)		
ASSETS		
Current Assets:		
Cash	$	72,645
Digital Assets		262,867
Total Current Assets		**335,512**
Intangible Assets		476,986
Total Assets	**$**	**812,498**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Other Current Liabilities	$	40,161
Total Current Liabilities		**40,161**
Total Liabilities		**40,161**
STOCKHOLDERS' EQUITY		
Class A Common Stock		245,958
Class B Common Stock		100,000
Preferred Stock		250
Additional Paid in Capital		603,792
Accumulated Deficit		(177,663)
Total Stockholders' Equity		**772,337**
Total Liabilities and Stockholders' Equity	**$**	**812,498**

See accompanying notes to financial statements.

MINTWORKS HOLDINGS INC.
STATEMENTS OF OPERATIONS
(UNAUDITED)

For the period from Inception (September 18, 2025) to	December 31, 2025
(USD $ in Dollars)	
Net Revenue	$ -
Cost of Goods Sold	-
Gross Profit/ (Loss)	**-**
Operating Expenses	
General and Administrative	148,685
Total Operating Expenses	**148,685**
Operating Loss	**(148,685)**
Interest Expense	-
Unrealized Loss on Digital Assets	28,983
Other Loss/(Income)	(5)
Loss Before Provision for Income Taxes	**(177,663)**
Provision/(Benefit) for Income Taxes	-
Net Loss	**$ (177,663)**

See accompanying notes to financial statements.

MINTWORKS HOLDINGS INC.

STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

(UNAUDITED)

(in , $US)	Class A Common Stock Shares	Class A Common Stock Amount	Class B Common Stock Shares	Class B Common Stock Amount	Preferred Stock Shares	Preferred Stock Amount	Additional Paid In Capital	Accumulated Deficit	Total Stockholders' Equity
Inception Date- September 18, 2025	-	-	-	-	-	-	-	$ -	$ -
Issuance of Common Stock for cash	95,958,083	$ 95,958	-	-	250,000	$ 250	$ 353,792	-	$ 450,000
cash)	150,000,000	150,000	100,000,000	$ 100,000	-	-	250,000	-	500,000
Net Loss					-	-		(177,663)	(177,663)
Balance—December 31, 2025	**245,958,083**	**$ 245,958**	**100,000,000**	**$ 100,000**	**250,000**	**$ 250**	**$ 603,792**	**$ (177,663)**	**$ 772,337**

See accompanying notes to financial statements.

MINTWORKS HOLDINGS INC.
STATEMENTS OF CASH FLOWS
(UNAUDITED)

For the period from Inception (September 18, 2025) to	December 31, 2025
(USD $ in Dollars)	
CASH FLOW FROM OPERATING ACTIVITIES	
Net Income/Loss)	$ (177,663)
Adjustments to Reconcile Net Loss to Net Cash Used in Operating Activities	
Amortization of Intangibles Assets	23,014
Unrealized Loss on Digital Assets	28,983
Changes in Operating Assets and Liabilities:	
Other Current Liabilities	40,161
Net Cash Used In Operating Activities	**(85,505)**
CASH FLOW FROM INVESTING ACTIVITIES	
Purchases of digital assets	(291,850)
Net Cash Used in Investing Activities	**(291,850)**
CASH FLOW FROM FINANCING ACTIVITIES	
Proceeds from Issuance of Stock	450,000
Net Cash Provided by Financing Activities	**450,000**
Change in Cash	**72,645**
Cash —Beginning of The Year	-
Cash—End of The Year	**$ 72,645**
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
Cash Paid During the Year for Interest	$ -
Cash Paid During the Year for Income Taxes	$ -
NON CASH INVESTING AND FINANCING ACTIVITIES	
Acquisition of Intangible Assets through Issuance of Common Stock	$ 500,000

See accompanying notes to financial statements

1. NATURE OF OPERATION

MintWorks Holdings Inc. (formerly known as DDAT Holdings Inc.) was incorporated on September 18, 2025, in the State of Delaware. The financial statements of MintWorks Holdings Inc. (which may be referred to as the "Company", "we", "us", or "our") are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Company's principal office is located in St. Petersburg, Florida. On February 18, 2026, the Company changed its name from DDAT Holdings Inc. to MintWorks Holdings Inc.

MintWorks Holdings Inc. is an institutional-grade software platform — the "engine for real-world assets" — that enables companies and financial institutions to issue, manage, and support compliant tokenized securities such as private equity, fund interests, debt, and real estate. The Company operates through its flagship platform, MintWorks, which provides core infrastructure for tokenized securities issuance and management, including investor onboarding, enforceable transfer rules, ownership records, and automated lifecycle actions such as distributions and voting. The Company is built on ERC-3643, the open standard securing $28 billion or more in tokenized assets globally, and integrates with regulated partners for custody, broker-dealer, and alternative trading system services when required. The Company is a technology platform provider and does not provide investment advice, broker-dealer services, or custody services directly.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies is presented to assist in understanding the Company's financial statements. The accounting policies conform to accounting principles generally accepted in the United States of America ("GAAP" and "US GAAP").

Basis of Presentation
The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with US GAAP and the Company has adopted the calendar year as its basis of reporting.

Use of Estimates
The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash
Cash includes all cash in banks. As of December 31, 2025, the Company's cash did not exceed FDIC insured limits.

Digital Assets

The Company holds digital assets, primarily consisting of cryptocurrencies, which are accounted for as indefinite-lived intangible assets in accordance with ASC 350, Intangibles - Goodwill and Other. The Company adopted ASU 2023-08 effective January 1, 2025. Upon adoption, digital assets are measured at fair value with changes recognized in net income. The adoption did not have a material impact on the financial statements. Digital assets are subsequently measured at fair value, with changes in fair value recognized in net income each reporting period.

Impairment exists when the carrying value exceeds the fair value of the digital asset. The Company determines fair value based on quoted market prices on active exchanges at the measurement date. If impairment is identified, the Company recognizes an impairment loss equal to the difference between carrying value and fair value. Once recorded, impairment losses are not reversed in subsequent periods, even if the fair value increases.

Realized Gains and Losses
Upon sale or disposition of digital assets, the Company recognizes a realized gain or loss equal to the difference between the proceeds received and the carrying value of the digital assets sold. These amounts are included in other income (expense) in the statement of operations.

Intangible Assets
Intangible assets with finite lives are amortized on a straight-line basis over their estimated useful lives. The Company capitalizes costs associated with acquired intellectual property, including software platforms, source code, system architecture, algorithms, documentation, and related technology assets contributed to the Company.

The Company received an assignment of proprietary intellectual property — consisting of the TreasuryOS, FintechOS, and MintWorks software platforms — from its CEO as a non-cash capital contribution. This IP is recorded at its fair market value of $500,000 as determined by the Board of Directors at the time of contribution, and is amortized on a straight-line basis over an estimated useful life of five (5) years.

Long-lived intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recorded in the period in which the carrying amount is determined to not be recoverable, measured as the difference between the carrying amount and the estimated fair value of the asset. No impairment was recorded from inception (September 18, 2025) through December 31, 2025.

Revenue Recognition
The Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled to in exchange for those goods or services. In determining when and how revenue is to be recognized from contracts with customers, the Company performs the following five step analysis laid under Accounting Standard Codification ("ASC") 606, *Revenue from Contracts with Customers*: (1) identification of contract with customers, (2) determination of performance obligations, (3) measurement of the transaction price, (4) allocation of transaction price to the performance obligations, and (5) recognition of revenue when or as the company satisfies each performance obligation.

The Company is a development-stage technology platform provider. From inception (September 18, 2025) through December 31, 2025, the Company had no revenues. The Company plans to generate revenue through platform subscription fees, issuance and success fees, AUM-based fees, and automated service fees once its MintWorks platform is commercially launched.

Income Taxes
The Company is taxed as a C corporation for income tax purposes. The Company accounts for income taxes under the liability method, and deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying values of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. A valuation allowance is provided on deferred tax assets if it is determined that it is more likely than not that the deferred tax asset will not be realized. The Company records interest, net of any applicable related income tax benefit, on potential income tax contingencies as a component of income tax expense. The Company records tax positions taken or expected to be taken in a tax return based upon the amount that is more likely than not to be realized or paid, including in connection with the resolution of any related appeals or other legal processes. Accordingly, the Company recognizes liabilities for certain unrecognized tax benefits based on the amounts that are more likely than not to be settled with the relevant taxing authority. The Company recognizes interest and/or penalties related to unrecognized tax benefits as a component of income tax expense.

Fair Value of Financial Instruments
The carrying value of the Company's financial instruments included in current assets and current liabilities (such as cash and cash equivalents, restricted cash and cash equivalents, accounts receivable, accounts payable and accrued expenses approximate fair value due to the short-term nature of such instruments).

The inputs used to measure fair value are based on a hierarchy that prioritizes observable and unobservable inputs used in valuation techniques. These levels, in order of highest to lowest priority, are described below:

Level 1 — Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities.

Level 2 — Observable prices that are based on inputs not quoted on active markets but corroborated by market data.

Level 3 — Unobservable inputs reflecting the Company's assumptions, consistent with reasonably available assumptions made by other market participants. These valuations require significant judgment.

Related Party Transactions

The Company may engage in financing arrangements with related parties, including significant shareholders or entities under common control. These transactions are reviewed and approved by management to ensure they are conducted at arm's length or under terms considered reasonable given the related party relationship and the Company's financing needs.

Subsequent Events

The Company considers events or transactions that occur after the balance sheet date, but prior to the issuance of the financial statements to provide additional evidence relative to certain estimates or to identify matters that require additional disclosure. Subsequent events have been evaluated through the date the financial statements were issued.

3. DETAILS OF CERTAIN ASSETS AND LIABILITIES

Other current liabilities consist of the following:

As of December 31,	2025
Accrued Officer Compensation	40,161
Total Other Current Liabilities	**$ 40,161**

4. INTANGIBLE ASSETS

Intangible assets consist of the following:

As of December 31,	2025
Software IP	$ 500,000
Intangible Assets, at cost	**500,000**
Accumulated Amortization	(23,014)
Intangible Assets, net	**$ 476,986**

Amortization expense for the years ended December 31, 2025 was $23,014.

Estimated annual amortization expense subsequent to December 31, 2025 is as follows:

Period	Amortization Expense
2026	$ 100,000
2027	100,000
2028	100,000
2029	100,000
Thereafter	76,986
Total	**$ 476,986**

5. EQUITY AND CAPITALIZATION

Common Stock

The Company is authorized to issue 650,000,000 shares of Common Stock, $0.001 par value per share, divided into two classes: (i) 550,000,000 shares of Class A Common Stock and (ii) 100,000,000 shares of Class B Common Stock. Holders of Class A Common Stock are entitled to one (1) vote per share, and holders of Class B Common Stock are entitled to ten (10) votes per share. Except with respect to voting rights, the rights, preferences, privileges, and restrictions of Class A and Class B Common Stock are identical in all respects. As of December 31, 2025, 245,958,083 shares of Class A Common Stock and 100,000,000 shares of Class B Common Stock have been issued and were outstanding.

Preferred Stock

The Company is authorized to issue 100,000,000 shares of Preferred Stock, $0.001 par value per share. The Board of Directors is authorized to provide for the issuance of Preferred Stock in one or more series and to fix the number of shares, voting powers, designations, preferences, and relative rights of each series. As of December 31, 2025, 250,000 shares of Preferred Stock have been issued and were outstanding.

6. INCOME TAXES

The provision for income taxes for the year ended December 31, 2025 consists of the following:

For the Year Ended December 31,		2025
Net Operating Loss	$	(45,229)
Valuation Allowance		45,229
Net Provision For Income Tax	**$**	**-**

Significant components of the Company's deferred tax assets and liabilities at December 31, 2025, are as follows:

As of December 31,		2025
Net Operating Loss	$	(45,229)
Valuation Allowance		45,229
Total Deferred Tax Asset	**$**	**-**

Management assesses the available positive and negative evidence to estimate if sufficient future taxable income will be generated to use the existing deferred tax assets. On the basis of this evaluation, the Company has determined that it is more likely than not that the Company will not recognize the benefits of the federal and state net deferred tax assets, and, as a result, full valuation allowance has been set against its net deferred tax assets as of December 31, 2025. The amount of the deferred tax asset to be realized could be adjusted if estimates of future taxable income during the carry-forward period are reduced or increased.

For the fiscal year ending December 31, 2025, the Company had federal cumulative net operating loss ("NOL") carryforwards of $177,663. Utilization of some of the federal and state NOL carryforwards to reduce future income taxes will depend on the Company's ability to generate sufficient taxable income prior to the expiration of the carryforwards. The federal net operating loss carryforward is subject to an 80% limitation on taxable income, does not expire, and will carry on indefinitely.

The Company recognizes the impact of a tax position in the financial statements if that position is more likely than not to be sustained on a tax return upon examination by the relevant taxing authority, based on the technical merits of the position. As of December 31, 2025, the Company had no unrecognized tax benefits.

The Company recognizes interest and penalties related to income tax matters in income tax expense. As of December 31, 2025, the Company had no accrued interest and penalties related to uncertain tax positions.

7. CONTINGENCIES AND COMMITMENTS

Contingencies

The Company's operations are subject to a variety of local, state, and federal regulations. Failure to comply with these requirements may result in fines, penalties, restrictions on operations, or losses of permits, which will have an adverse impact on the Company's operations and might result in an outflow of economic resources.

Litigation and Claims

From time to time, the Company may be involved in or exposed to litigation arising from operations in the normal course of business. As of December 31, 2025, there were no pending or threatened lawsuits that could reasonably be expected to have a material effect on the results of the Company's operations.

8. RELATED PARTY TRANSACTIONS

On October 8, 2025, CEO Saeed Talari assigned the TreasuryOS, FintechOS, and MintWorks software platforms to the Company as a non-cash capital contribution. The Company issued 150,000,000 shares of Class A Common Stock and 100,000,000 shares of Class B Common Stock in exchange, valued at $500,000 as determined by the Board of Directors.

Both officers receive $10,000 per month under employment agreements effective October 24, 2025. As of December 31, 2025, accrued but unpaid compensation totaled $40,161 ($17,581 — CEO; $22,581 — CMO), net of a $5,000 salary advance paid to the CEO during the period.

9. GOING CONCERN

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business.

The Company has incurred recurring losses from operations and had a net loss of approximately $148,685 for the year ended December 31, 2025. As of that date, the Company had limited cash resources of approximately $72,645. These conditions raise substantial doubt about the Company's ability to continue as a going concern within one year after the date the financial statements are issued.

Management plans to address these conditions through a combination of raising additional capital, generating revenue from operations, and managing operating expenses. However, there can be no assurance that these plans will be successful.

The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

10. SUBSEQUENT EVENTS

On February 18, 2026, the Company filed a Certificate of Amendment with the State of Delaware changing its corporate name from DDAT Holdings Inc. to MintWorks Holdings Inc.

In 2026, the Company issued 2,000,000 shares of Series A Preferred Stock to angel investors at $0.10 per share for total proceeds of $200,000.

The Company has evaluated subsequent events through the date the financial statements were issued, and has concluded that, other than the event described above, no additional events or transactions have occurred that would require adjustment to or disclosure in the financial statements.

EXHIBIT B

Form of Security

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

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

MINTWORKS HOLDINGS INC.

SAFE
(Simple Agreement for Future Equity)

Series 2026

THIS CERTIFIES THAT in exchange for the payment by [Investor Name] (the "**Investor**", and together with all other Series 2026 SAFE holders, the "**Investors**") of $[_____] (the "**Purchase Amount**") on or about [Date of SAFE], MintWorks Holdings Inc., a Delaware corporation (the "**Issuer**"), hereby issues to the Investor the right to certain shares of the Issuer's Capital Stock (defined below), subject to the terms set forth below.

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

The "**Pre-Money Valuation Cap**" is $35,000,000. See Section 2 for certain additional defined terms.

1. Events

(a) **Equity Financing Event.** If an Equity Financing (as defined in Section 2) occurs before this SAFE terminates under Section 1(e), the Issuer shall promptly notify the Investor and the Custodian of the applicable closing. At the closing at which the $1,200,000 cumulative gross cash proceeds threshold is first satisfied, this SAFE shall automatically convert, without further election or consent by the Issuer, into the class or series of Capital Stock sold in the qualifying Equity Financing (or an economically corresponding series issued to converting SAFE holders as specified in the definitive financing documents). The number of shares issued shall equal the Purchase Amount divided by the Equity Financing Price. Equity Financing Price shall mean the lower of the SAFE Price and the Discount Price, as defined in Section 2. The class, liquidation preference, voting rights, and other terms of shares issued upon conversion shall be those provided in the applicable charter and financing documents. The Issuer shall take the corporate actions reasonably necessary to effect such mandatory conversion promptly upon satisfaction of the threshold.

(b) **Liquidity Event.** If a Liquidity Event occurs before this SAFE terminates under Section 1(e) and before an Equity Financing conversion, the Investor may elect, by written notice delivered to the Issuer or Custodian within thirty (30) calendar days after receiving notice of the Liquidity Event, either (i) payment of an amount equal to the Purchase Amount, subject to Section 1(d) and legally available Proceeds (the "Cash-Out Amount" or "Cash-Out Option"), or (ii) issuance immediately prior to consummation of the Liquidity Event of a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price (the "Conversion Amount"). The Issuer shall provide notice reasonably in advance of the Liquidity Event to permit this election. If no timely election is received, the Investor shall be deemed to have elected the Cash-Out Option. Amounts due on the Cash-Out Option are payable immediately prior to or concurrently with the Liquidity Event, subject to Section 1(d); any election and distribution process must comply with applicable law and the Custody Agreement and Omnibus Nominee Trust Agreement. The election is an economic right of the Investor, not a discretionary right of the Lead.

Notwithstanding the foregoing, if the Issuer's board of directors determines in good faith, after consultation with counsel, that delivering Capital Stock pursuant to an Investor election under Section 1(b) would violate applicable law, rule or regulation, the Issuer shall instead provide the lawful cash or other consideration attributable to that election, based on a good-faith determination of fair market value by the board, subject to the liquidation priorities in Section 1(d) and the governing transaction documents. Nothing in this paragraph guarantees the availability of cash or creates a right senior to creditors or Series A Preferred Stock.

(c) **Dissolution Event**. If there is a Dissolution Event (defined below) before termination of this SAFE, this SAFE's holder will automatically be entitled (subject to the liquidation priority set forth in Section 1(d) below) to receive a portion of Proceeds (defined below) equal to the Cash-Out Amount, due and payable to the holder of this SAFE immediately before the consummation of the Dissolution Event.

(d) **Liquidation Priority**. In a Liquidity Event or Dissolution Event, this SAFE is intended to operate like non-participating preferred stock that ranks junior to the Issuer's Series A Preferred Stock. The holder of this SAFE's right to receive its Cash-Out Amount is:

(i) Junior to payment of outstanding indebtedness and creditor claims, including contractual claims for payment and convertible promissory notes (to the extent such convertible promissory notes are not actually or notionally converted into Capital Stock);

(ii) Junior to the liquidation preference of the Issuer's Series A Preferred Stock, as set forth in the Issuer's Certificate of Incorporation;

(iii) On par with payments for other SAFEs, whether this Series or otherwise, and if the applicable Proceeds are insufficient to permit full payments to the Investor and such other SAFEs, the applicable Proceeds will be distributed pro rata to the Investor and such other SAFEs in proportion to the full payments that would otherwise be due; and

(iv) Senior to payments for Common Stock.

The holder of this SAFE's rights to receive their Conversion Amount is (A) on par with payments for Common Stock and other SAFEs (whether this Series of SAFEs or alternative SAFEs) and/or Preferred Stock who are also receiving Conversion Amounts or Proceeds on a similar as-converted to Common Stock basis, and (B) junior to payments described in clauses (i) and (ii) above (in the latter case, to the extent such payments are Cash-Out Amounts or similar liquidation preferences).

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

2. Definitions

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

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

"**Common Stock**" means common stock, par value $0.001 per share, of the Issuer.

"Conversion Price" means the lower of (i) the SAFE Price and (ii) the Discount Price, so that the applicable conversion calculation yields the greater number of shares of the applicable Capital Stock for the Purchase Amount.

"**Custodian**" means BitGo Bank & Trust, National Association and its successors and assigns.

"**Direct Listing**" means the Issuer's initial listing of its Common Stock (other than shares of Common Stock not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Issuer with the SEC that registers shares of existing Capital Stock of the Issuer for resale, as approved by the Issuer's board of directors. For the avoidance of doubt, a Direct Listing will not be deemed to be an underwritten offering and will not involve any underwriting services.

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

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

"Equity Financing" means the next sale or series of related sales of Capital Stock by the Issuer to third-party investors for the principal purpose of raising capital, occurring after the date of this SAFE, pursuant to which the Issuer receives cumulative aggregate gross cash proceeds of at least $1,200,000 from the relevant financing closings. Qualifying proceeds expressly include new cash received by the Issuer after the date of this SAFE from one or more related closings of its concurrent offering of Series A Preferred

Stock at $0.10 per share under Rule 506(c) of Regulation D (the "Concurrent Offering"), as well as cash received after the date of this SAFE in other qualifying equity financings. Related closing proceeds will be aggregated from the date of this SAFE, and the Equity Financing threshold shall be reached at the closing that first brings the aggregate to at least $1,200,000. Excluded from this threshold are (i) proceeds received by the Issuer before the date of this SAFE; (ii) proceeds from this Regulation Crowdfunding offering of SAFEs; (iii) amounts attributable solely to conversions or exercises of outstanding securities rather than new gross cash invested; and (iv) payments in private secondary share transfers between shareholders that are not received by the Issuer. The Issuer may not disregard otherwise qualifying Concurrent Offering cash proceeds to avoid conversion.

"Equity Financing Price" means the Conversion Price, which is the lower of the SAFE Price and the Discount Price calculated for the class or series of Capital Stock issued upon the Equity Financing. Accordingly, the 20% discount and the $35,000,000 Pre-Money Valuation Cap are both evaluated, and the price yielding the greater number of shares for the Investor applies. The price paid by new cash investors and the capitalization used for this calculation shall be determined immediately prior to the closing that triggers conversion in accordance with the definitions in this SAFE.

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

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

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

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

securities are listed and posted for trading or quoted on a recognized exchange, or (II) is a reporting Issuer in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Capital Stock of the Issuer.

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

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

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

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

"**Preferred Stock**" means the preferred stock of the Issuer.

"**Proceeds**" means cash and other assets (including without limitation stock consideration) that are proceeds from the Liquidity Event or the Dissolution Event, as applicable, and legally available for distribution.

"**Promised Options**" means promised but ungranted Options that are the greater of those (i) promised pursuant to agreements or understandings made prior to the execution of, or in connection with, the term sheet or letter of intent for the Equity Financing or Liquidity Event, as applicable (or the initial closing of the Equity Financing or consummation of the Liquidity Event, if there is no term sheet or letter of intent), (ii) in the case of an Equity Financing, treated as outstanding Options in the calculation of the Preferred Stock price per share, or (iii) in the case of a Liquidity Event, treated as outstanding Options in the calculation of the distribution of the Proceeds.

"**Reg. CF**" means Regulation Crowdfunding promulgated under the Securities Act.

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

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

"**Unissued Option Pool**" means all shares of Capital Stock that are reserved, available for future grant and not subject to any outstanding Options or Promised Options (but in the case of a Liquidity Event, only to the extent Proceeds are payable on such Promised Options) under any equity incentive or similar Issuer plan.

3. Custodian; Securities Entitlement

(a) The Issuer and the Investor appoint and authorize the Custodian for the benefit of the Investor to hold this SAFE and any securities issued upon its conversion in registered form in the Custodian's name, or the name of its authorized nominee, for the Investor and permitted assigns. The Investor acknowledges that the Custodian may hold such securities in book-entry, uncertificated form and that the Investor's interest may be a securities entitlement within the meaning of Section 8-501 of the Delaware Uniform Commercial Code, as further provided in the applicable Custody Agreement and Omnibus Nominee Trust Agreement. Neither custody nor nominee registration changes the conversion economics or liquidation priorities specified in this SAFE.

(b) Issuer and Investor acknowledge and agree that the Custodian may assign any and all of its agreements with Investor, delegate its duties thereunder, and transfer Investor's SAFE and any securities that may be issued upon conversion thereof to any of its affiliates or to its successors and assigns, whether by merger, consolidation or otherwise, in each case, without the consent of the Investor or the Issuer. Investor acknowledges and agrees that Investor may not assign or transfer any of its rights or obligations under such agreements without the Custodian's prior written consent, and any attempted transfer or assignment in violation hereof shall be null and void.

(c) **Voting Direction Following Conversion. The Investor hereby designates Saeed Talari, in his capacity as Chief Executive Officer of the Issuer, as the Investor's designated voting representative (the "Lead"), and authorizes the Lead to direct the Custodian or nominee with respect to the exercise of any voting rights attached to Capital Stock issued upon conversion of this SAFE. The Investor hereby instructs the Custodian or nominee to exercise such voting rights in accordance with the Lead's directions. The Lead shall act in accordance with the principles of good faith and fair dealing in the performance of this role. The Lead's authority under this Section is limited to directing post-conversion voting rights and does not extend to amendments or waivers of this SAFE, dispositions of Investor securities, or the exercise of other contractual or economic rights, which remain governed by the applicable provisions of this SAFE.**

4. Issuer Representations, Warranties and Covenants

The Issuer represents, warrants, and covenants to the Investor and the Intermediary as follows:

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

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

by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Issuer.

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

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

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

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

(i) The Issuer hereby authorizes the Custodian to hold this SAFE and the securities issuable upon conversion thereof in registered form in its name or the name of its nominees for the benefit of the Investors, which shall be in uncertificated form. The Issuer agrees that the Custodian is an intended third-party beneficiary to the representations made by the Investor and the Issuer via the SAFE, including, without limitation, any representations, warranties, and covenants made by the Issuer and the Investor.

5. Investor Representations, Warranties, and Covenants

The Investor represents, warrants and covenants to the Issuer, the Issuer's representatives and agents, and Intermediary, as follows:

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

(b) The Investor has been advised that this instrument and the underlying securities (collectively, the "Securities") have not been registered under the Securities Act or any state securities laws and are offered and sold pursuant to Section 4(a)(6) of the Securities Act. The Investor understands that the Securities may not be resold or otherwise transferred during the applicable one-year holding period except as expressly permitted by Rule 501 of Regulation Crowdfunding, and thereafter may be transferred only pursuant to an effective registration statement or an available exemption and in compliance with applicable securities laws and contractual transfer restrictions.

(c) The Investor understands that the Securities have not been, and will not be, registered under the Securities Act or any state securities laws, by reason of specific exemptions under the provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of each Investor's representations as expressed herein.

(d) The Investor acknowledges, and is purchasing the Securities in compliance with, the investment limitations set forth in Rule 100(a)(2) of Reg. CF, promulgated under Section 4(a)(6)(B) of the Securities Act.

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

(f) The Investor understands and acknowledges that the Securities provide the Investor no voting, information or inspection rights, aside from any disclosure requirements the Issuer is required to make under relevant securities regulations.

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

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

(i) If the Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Investor hereby represents that it has satisfied itself as to

the full observance of the laws of its jurisdiction in connection with any invitation, purchase and payment for, and continued ownership of, its beneficial interest in the Securities, or any securities convertible or issuable therefrom, will not violate any applicable securities or other laws of the Investor's jurisdiction, including (i) the legal requirements within its jurisdiction for the purchase of its beneficial interest in the Securities, or any securities convertible or issuable therefrom; (ii) any foreign exchange restrictions applicable to such purchase; (iii) any governmental or other consents that may need to be obtained; and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, conversion, redemption, sale, or transfer of its beneficial interest in the Securities, or any securities convertible or issuable therefrom. The Investor acknowledges that the Issuer has taken no action in foreign jurisdictions with respect to the Securities, or any securities convertible or issuable therefrom, (and the Investor's beneficial interest therein) and the underlying securities.

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

(k) The Investor further acknowledges that it has read, understood, and had ample opportunity to ask the Issuer questions about its business plans, "Risk Factors," and all other information presented in the offering documents related to this transaction.

(l) The Investor represents that the Investor understands the substantial likelihood that the Investor will suffer a **TOTAL LOSS** of all capital invested, and that Investor is prepared to bear the risk of such total loss.

(m) This SAFE has been duly authorized, executed and delivered by the Investor and, upon due authorization, execution and delivery by the Issuer, will constitute the valid and legally binding agreement of the Investor enforceable in accordance with its terms against the Investor, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights and remedies, as from time to time in effect; (ii) application of equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law); and (iii) considerations of public policy or the effect of applicable law relating to fiduciary duties.

(n) The Investor directs the Issuer to register this SAFE and securities ultimately issued upon conversion in the name of the Custodian or an authorized nominee, to be held in uncertificated form for the Investor's benefit. To the extent expressly authorized by the Custody Agreement and Omnibus Nominee Trust Agreement, the Custodian or nominee may rely on voting directions from the Lead (defined in Section 3(c)) solely with respect to voting rights attached to shares issued upon conversion and other matters within the scope of the applicable authorization. The Investor retains the economic rights and protections specified in this SAFE, including the conversion-price and Liquidity Event election provisions. The Custodian is an intended third-party beneficiary of the relevant representations and covenants of the parties, to the extent set forth in the definitive custody arrangements.

(o) The Investor will maintain an account in good standing with the Custodian pursuant to an applicable Custody Account Agreement. The Custody Account Agreement and Omnibus Nominee Trust

Agreement govern custody, record ownership, securities entitlements and authorized nominee administration. In the event of conflict concerning the $35,000,000 valuation cap, 20% discount, mandatory conversion trigger, Liquidity Event or Dissolution Event economics, liquidation priority, or amendment-consent rights, this SAFE shall control as between the Issuer and Investor, unless applicable law requires otherwise. The parties shall conform the related agreements before issuance to avoid such conflicts.

(p) The Investor agrees any action contemplated by this instrument and requested by the Issuer must be completed by the Investor within thirty (30) calendar days of receipt of the relevant notice (whether actual or constructive) to the Investor or the Custodian as Investor's agent.

6. **Transfer Restrictions**.

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

(b) The foregoing provisions of Section 6(a) (i) apply only to the IPO and do not apply to the sale of shares to an underwriter under an underwriting agreement; (ii) do not apply to transfers to a trust for the direct or indirect benefit of the Investor or the Investor's immediate family, provided the trustee agrees in writing to the applicable restrictions and no disposition for value occurs; and (iii) apply to the Investor only if the Issuer's officers and directors are subject to equivalent restrictions and the Issuer uses commercially reasonable efforts to obtain comparable restrictions from shareholders individually owning more than 5% of the outstanding Common Stock or securities convertible into Common Stock. The underwriters in connection with the IPO are intended third-party beneficiaries of Section 6(a) and may enforce that provision. The Investor agrees to execute documents reasonably requested by the underwriters consistent with Section 6(a).

(c) To enforce the covenant in Section 6(a), the Issuer may impose stop-transfer instructions with respect to the Investor's securities subject to the restriction until the end of the Lock-up Period. The Investor agrees that a legend substantially in the following form may be placed on certificates or book-entry notations representing such securities:

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

(d) Without limiting the Investor representations and warranties in Section 5, the Investor agrees not to dispose of this SAFE or any underlying securities unless the proposed transferee has agreed in writing for the benefit of the Issuer to make the applicable representations and warranties in Section 5 and comply with the transfer restrictions in Section 6(a), to the extent applicable, and either:

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

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

(e) If the Investor intends to transfer the SAFE ("**Transfer**"), the party accepting transfer ("**Transferee**") must pass and continue to comply with any applicable know your customer ("**KYC**") and anti-money laundering ("**AML**") policies and, at the Issuer's sole determination, execute an Omnibus Nominee Trust Agreement, provided in connection with the Transfer. The Investor understands that the Transferee's failure to pass the requisite KYC and AML procedures or to execute an Omnibus Nominee Trust Agreement contemporaneously with the Transfer, if determined necessary in the Issuer's sole discretion, may render the Transfer void, null, unenforceable, and the Transferee will be unable to redeem their security.

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

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

7. Tokenization and Fractionalization

(a) The Issuer may, subject to applicable securities laws, the definitive Custody Agreement and Omnibus Nominee Trust Agreement, and appropriate transfer restrictions, mint or distribute digital tokens ("Tokens") on a blockchain network as a technological representation of an Investor's existing securities entitlement or as a means of giving a valid instruction to an authorized securities intermediary. Any Tokens issued will be subject to the same rights, restrictions and priorities as the underlying Securities and will not create additional voting, redemption, transfer or economic rights, alter the conversion formula or substitute for legally required record ownership and compliance processes.

(b) Subject to applicable law, the Company's governing documents, and the definitive custody and nominee arrangements, securities entitlements may be reflected in whole or fractional beneficial interests. Fractionalization or token representation will not alter the Investor's aggregate Purchase Amount, proportional economic entitlement, or rights under this SAFE.

8. Miscellaneous

(a) The Investor agrees to execute the definitive Custody Account Agreement and Omnibus Nominee Trust Agreement required for the Offering in connection with acceptance and issuance of this SAFE. If the Investor does not complete required documentation, the Issuer and Intermediary may decline or cancel the investment commitment in accordance with Regulation Crowdfunding and the governing Offering procedures, and any unaccepted committed funds shall be returned through the applicable escrow mechanism. Failure to complete ancillary documentation will not retroactively void an already-issued SAFE without a lawful process consistent with the Investor's rights.

(b) The Investor agrees to take reasonable actions requested in good faith by the Issuer to implement conversion, an authorized corporate reorganization, or the lawful administration of securities issued pursuant to this SAFE, provided that no action shall materially adversely alter the Investor's Purchase Amount, valuation cap, discount, mandatory conversion rights, liquidation priority, or other economic rights without the consent required under Section 8(c).

(c) Amendment and Waiver. No provision of this SAFE may be amended, waived or modified except by a written instrument executed by the Issuer and the Investor, or by the Custodian or nominee solely to the extent expressly authorized to act for the Investor under the definitive custody and nominee agreements and applicable law. The Chief Executive Officer, including when acting as Lead or voting-direction representative, has no unilateral authority to amend, waive or modify any Investor's economic or contractual rights under this SAFE. In particular, the Purchase Amount, $35,000,000 Pre-Money Valuation Cap, 20% Discount, mandatory Equity Financing conversion, Liquidity Event election, and liquidation priority may not be materially adversely amended without the affected Investor's express consent. No waiver of one breach shall constitute a waiver of any other breach.

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

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

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

remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(g) (g) The Custodian or its authorized nominee shall be the legal record holder of this SAFE and securities issued on its conversion to the extent provided in the definitive Custody Account Agreement and Omnibus Nominee Trust Agreement. The Investor shall retain the corresponding beneficial or securities entitlement rights, and any voting-direction authority shall be limited as specified in Section 3(c) and the definitive governing agreements.

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

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

(j) (j) For United States federal and state income tax purposes only, the parties intend, to the extent permitted under applicable law, to treat this SAFE consistently with an equity instrument. The parties acknowledge that the actual tax characterization of a SAFE and any shares issued upon conversion depends on the facts, applicable law and subsequent events. Neither the Issuer nor the Intermediary makes any representation that this SAFE or any securities issued upon conversion qualify for treatment as qualified small business stock under Section 1202 of the Internal Revenue Code, or for any particular tax benefit. Each Investor should consult its independent tax adviser. Nothing in this Section modifies the economic rights of the Investor.

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

INVESTOR:	**ISSUER:**
By:	By:
Name:	Name: Saeed Talari, Chief Executive Officer
Date:	Date:
	Email:
	Address: 200 Central Ave, 4th Floor, St. Petersburg, FL 33701

EXHIBIT C

Custody Agreement

BITGO CUSTODIAL SERVICES AGREEMENT

This Custodial Services Agreement (this "Agreement") is made as of the later date of the signatures below (the "Effective Date") by and between:

CLIENT (ENTITY OR INDIVIDUAL) NAME ("CLIENT")

[ADDRESS]

and Custodian. This Agreement governs Client's use of the Custodial Services and the Wallet Services (each as defined below, and collectively, the "Services") provided or made available by Custodian.

Definitions:

(a) "Agreement" means this Custodial Agreement, as it may be amended from time to time, and includes all schedules and exhibits to this Custodial Agreement, as they may be amended from time to time.

(b) "Applicable Law" means any applicable statute, rule, regulation, regulatory guideline, order, law, ordinance or code; the common law and laws of equity; any binding court order, judgment or decree; any applicable industry code, rule, guideline, policy or standard enforceable by law (including as a result of participation in a self-regulatory organization), and any official interpretations of any of the foregoing.

(c) "Assets" means, as applicable, Digital Assets, Securities, and/or Fiat Currency.

(d) "Authorized Persons" means any person authorized by the Client to give Instructions to the Custodian or perform other operations through the Company Site on behalf of the Client (i.e. viewer, admin, enterprise owner, viewer with additional video rights, etc.).

(e) "Bank" means either (a) a U.S. banking institution insured by the Federal Deposit Insurance Corporation (FDIC) or (b) an organization that is organized under the laws of a foreign country, or a territory of the United States that is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or the country in which its principal banking operations are located.

(f) "Custodian" means BitGo Trust Company, Inc., a South Dakota trust company duly organized and chartered under § 51A-6A-1(12A) of the South Dakota Banking Law and licensed to act as custodian of Client's Assets on Client's behalf.

(g) "Digital Assets" means digital assets, virtual currencies, tokens, or coins, held for Client under the terms of this Agreement.

(h) "Fiat Currency" means certain supported fiat currencies, such as U.S. Dollars.

(i). "Platform Provider" means the third-party hosted application that electronically refers Client to the Custodian for access to the Services with no integration agreement via API.

(j) "Securities" means, without limitation, common stock and other equity securities, shares, units, bonds, debentures and other debt securities, notes, mortgages, or other obligations, and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interests therein.

1. SERVICES.

1.1. Custodian. Client authorizes, approves, and directs Custodian to establish and maintain one or more custody accounts on its books (each a "Custodial Account"), pursuant to the terms of this Agreement, for the receipt, safekeeping, and maintenance of supported Digital Assets, Fiat Currency, and Securities ("Custodial Services").

1.2. Wallet Software and Non-Custodial Wallet Service.

(a) Custodian also provides Client with the option to create non-custodial wallets that support certain Digital Assets via an API and web interface ("Wallet Services"). Wallet Services are provided by BitGo, Inc, an affiliate of Custodian ("BitGo Inc."). Wallet Services provide access to wallets where BitGo Inc. holds a minority of the keys, and Client is responsible for holding a majority of the keys ("Client Keys").

(b) The Wallet Services do not send or receive Fiat Currency or Digital Assets. The Wallet Services enable Client to interface with virtual currency networks to view and transmit information about a public cryptographic key commonly referred to as a blockchain address. As further set forth in Section 3.5, Client assumes all responsibility and liability for securing the Client Keys. Further, Client assumes all responsibility and liability for creation, storage, and maintenance of any backup keys associated with accounts created using the Wallet Services.

(c) Client's use of the Wallet Services is subject to the terms and conditions set forth at https://www.bitgo.com/terms (the "Wallet Terms"), as they may be amended from time to time. In the event of a conflict between the Wallet Terms and the terms of this Agreement, the terms of this Agreement shall control.

1.3. Fiat Services.

(a) As part of Custodial Services, Client may use Custodian to safeguard Fiat Currency in a Custodial Account for Client's benefit ("Fiat Services"). Custodian will custody Fiat Currency in one or more of the following "Customer Omnibus Accounts", as determined by Custodian: (i) deposit accounts established by Custodian with a Bank (each an "Omnibus Deposit Account"); (ii) money market accounts established by Custodian at a Bank (each, a "Money Market Account") and/or (iii) such other accounts as may be agreed between Client and Custodian in writing from time to time.

(b) Each Customer Omnibus Account shall be titled in the name of Custodian or in the name of Custodian for the benefit of its customers, in either case under the control of Custodian. Each Customer Omnibus Account shall be maintained separately and apart from Custodian's business, operating, and reserve accounts. Each Omnibus Account constitutes a banking relationship between Custodian and the relevant Bank and shall not constitute a custodial relationship between Custodian and Bank.

(c) Client acknowledges and agrees that Custodian may hold some or any portion of Fiat Currency in accounts that may or may not receive interest or other earnings. Client hereby agrees that the amount of any such interest or earnings attributable to such Fiat Currency in Customer Omnibus Accounts shall be retained by Custodian as additional consideration for its services under this Agreement, and nothing in this Agreement entitles Client to any portion of such interest or earnings. In addition, Custodian may receive earnings or compensation for a Customer Omnibus Account in the form of services provided at a reduced rate or similar compensation. Client agrees that any such compensation shall be retained by Custodian, Client understands and agrees that Client is not entitled to any portion of such compensation, and no portion of any such compensation shall be paid to or for Client. Client further acknowledges that Client's rights in the Customer Omnibus Accounts is

limited to the specific amount of Fiat Currency Client custodies via the Fiat Services, as may be limited herein and by applicable law.

(d) Client acknowledges and agrees that it may send Fiat Currency to Custodian or from Custodian to an external account either by wire deposit or Automated Clearing House ("ACH") transfer. Wire deposits and ACH transfers are subject to differing processes, rules, and timelines. Client agrees to the terms and conditions presented in Appendix 2 of this Agreement (the "ACH Transfer Terms & Conditions"), which will apply to any ACH transfer that Client chooses to initiate to or from Custodian.

(e) Wire deposits sent before 4 PM ET by domestic or international wire from Client's account(s) at a depository institution that has been approved by Custodian will typically settle and be credited to Custodian's Omnibus Account on the same day or next business day. Wire withdrawals initiated before 4 PM ET will typically be processed on the same day or next business day. Wire deposits may not be credited and wire withdrawals may not be processed outside of normal banking hours. Client agrees and understands that wire deposit settlement times and wire withdrawal transfer times are subject to factors outside of Custodian's control, including, among other things, processes and operations related to the Customer Bank Account and the Custodian's Bank.

1.4. Securities Services.

(a) To Custodial Account. Subject to the terms of this Agreement, Client may transfer Securities from itself, an external provider, or other third parties to a Custodial Account. Prior to any transfer of Securities to a Custodial Account, Client will send Instructions to Custodian. The Custodian is not obligated to credit any Securities to the Account before the Custodian actually receives such Securities by final settlement.

i. Upon receiving such Instructions and verifying the transferred Securities and that such Instructions comply with Section 2.3, Custodian will provide Client with settlement instructions, including specific account details and delivery instructions. Client will initiate the transfer by instructing their current holding institution or broker to deliver the Securities to the Custodian. The transfer will be executed following established industry practices and relevant regulations.

ii. Custodian will reconcile the received Securities with the Client's Account records and confirm the successful transfer to the Account.

(b) From Custodial Account. Subject to the terms of this Agreement, Client may initiate the transfer of Securities from the Custodial Account by sending Instructions to Custodian.

i. Upon receiving the Instructions and verifying the request complies with Section 2.3, Custodian will provide Client with settlement instructions for the requested transfer. Client will follow the provided instructions to initiate the transfer from the Custodial Account.

ii. Custodian will provide Client with a confirmation of the pending transfer.

iii. If Instructions would result in the transfer of Securities exceeding the available balance in the Account, Custodian may reject such Instructions at its sole discretion.

iv. If Client separately maintains one or more blockchain-based tokens, including self-custodied blockchain-based tokens, associated with securities entitlements in the Account ("Security Instruction Token(s)" or "SIT(s)"), and Client subsequently sells or otherwise transfers SITs on a third-party securities exchange, alternative trading system, or similar trading venue, Client acknowledges and agrees that Custodian will recognize such transfer as an Instruction by Client to Custodian, and Custodian shall transfer a corresponding amount of securities entitlements from the Client's Account to the account of the acquirer of such SITs.

1.5. Third-Party Payments. The Custodial Services are not intended to facilitate third-party payments of any kind, which shall include the use of Fiat Currency, Securities, and/or Digital Assets. As such, Custodian has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that Client may purchase or sell to or from a third party (including other users of Custodial Services) involving Assets that Client intends to store, or have stored, in Client's Custodial Account.

1.6. API Access.

(a) Most Services are provided through https://www.bitgo.com/ or any associated websites or application programming interfaces ("APIs") (collectively, the "Company Site"). Client may elect to utilize the APIs either directly or indirectly within an independently developed application ("Developer Application").

(b) All API-based Services are subject to usage limits and the terms and conditions set forth at https://www.bitgo.com/legal/services-agreement (the "API Terms"), as they may be amended from time to time. In the event of a conflict between the API Terms and the terms of this Agreement, the terms of this Agreement shall control. If Client exceeds a usage limit, Custodian may provide assistance to seek to reduce Client usage so that it conforms to that limit. If Client is unable or unwilling to abide by the usage limits, Client will order additional quantities of the applicable Services promptly upon request or pay Custodian's invoices for excess usage.

1.7. Fees. The fees associated with the Services shall be calculated, invoiced and paid in accordance with Schedule A ("Fee Schedule"). Custodian reserves the right to revise its Fee Schedule at any time following the Initial Term, provided that Custodian will provide Client with at least thirty (30) days' advance notice of any such revision. Within such 30-day period, Client may terminate this Agreement in accordance with Section 5.4 and discontinue the Services hereunder at no additional charge to Client.

1.8. Acknowledgement of Risks.

(a) General Risks; No Investment, Tax, or Legal Advice; No Brokerage. CLIENT ACKNOWLEDGES THAT CUSTODIAN DOES NOT PROVIDE INVESTMENT, TAX, OR LEGAL ADVICE, NOR DOES CUSTODIAN BROKER TRANSACTIONS ON CLIENT'S BEHALF. CLIENT ACKNOWLEDGES THAT CUSTODIAN HAS NOT PROVIDED AND WILL NOT PROVIDE ANY ADVICE, GUIDANCE OR RECOMMENDATIONS TO CLIENT WITH REGARD TO THE SUITABILITY OR VALUE OF ANY DIGITAL ASSETS OR SECURITIES, AND THAT CUSTODIAN HAS NO LIABILITY REGARDING ANY SELECTION OF A DIGITAL ASSET OR SECURITY THAT IS HELD BY CLIENT THROUGH CLIENT'S CUSTODIAL ACCOUNT AND THE CUSTODIAL SERVICES OR THE WALLET SERVICES. ALL DEPOSIT AND WITHDRAWAL TRANSACTIONS ARE EXECUTED BASED ON CLIENT'S INSTRUCTIONS, AND CLIENT IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, INVESTMENT STRATEGY, OR RELATED

TRANSACTION INVOLVING DIGITAL ASSETS OR SECURITIES IS APPROPRIATE FOR CLIENT BASED ON CLIENT'S INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES, AND RISK TOLERANCE. CLIENT SHOULD SEEK LEGAL AND PROFESSIONAL TAX ADVICE REGARDING ANY TRANSACTION.

(b) Material Risk in Investing in Digital Currencies. CLIENT ACKNOWLEDGES THAT:

(1) VIRTUAL CURRENCY IS NOT LEGAL TENDER, IS NOT BACKED BY THE GOVERNMENT, AND ACCOUNTS AND VALUE BALANCES ARE NOT SUBJECT TO FEDERAL DEPOSIT INSURANCE CORPORATION OR SECURITIES INVESTOR PROTECTION CORPORATION PROTECTIONS;
(2) LEGISLATIVE AND REGULATORY CHANGES OR ACTIONS AT THE STATE, FEDERAL, OR INTERNATIONAL LEVEL MAY ADVERSELY AFFECT THE USE, TRANSFER, EXCHANGE, AND VALUE OF VIRTUAL CURRENCY;
(3) TRANSACTIONS IN VIRTUAL CURRENCY MAY BE IRREVERSIBLE, AND, ACCORDINGLY, LOSSES DUE TO FRAUDULENT OR ACCIDENTAL TRANSACTIONS MAY NOT BE RECOVERABLE;
(4) SOME VIRTUAL CURRENCY TRANSACTIONS SHALL BE DEEMED TO BE MADE WHEN RECORDED ON A PUBLIC LEDGER, WHICH IS NOT NECESSARILY THE DATE OR TIME THAT THE CUSTOMER INITIATES THE TRANSACTION;
(5) THE VALUE OF VIRTUAL CURRENCY MAY BE DERIVED FROM THE CONTINUED WILLINGNESS OF MARKET PARTICIPANTS TO EXCHANGE FIAT CURRENCY FOR VIRTUAL CURRENCY, WHICH MAY RESULT IN THE POTENTIAL FOR PERMANENT AND TOTAL LOSS OF VALUE OF A PARTICULAR VIRTUAL CURRENCY SHOULD THE MARKET FOR THAT VIRTUAL CURRENCY DISAPPEAR;
(6) THERE IS NO ASSURANCE THAT A PERSON WHO ACCEPTS A VIRTUAL CURRENCY AS PAYMENT TODAY WILL CONTINUE TO DO SO IN THE FUTURE;
(7) THE VOLATILITY AND UNPREDICTABILITY OF THE PRICE OF VIRTUAL CURRENCY RELATIVE TO FIAT CURRENCY MAY RESULT IN SIGNIFICANT LOSS OVER A SHORT PERIOD OF TIME;
(8) THE NATURE OF VIRTUAL CURRENCY MAY LEAD TO AN INCREASED RISK OF FRAUD OR CYBER ATTACK;
(9) THE NATURE OF VIRTUAL CURRENCY MEANS THAT ANY TECHNOLOGICAL DIFFICULTIES EXPERIENCED BY THE LICENSEE MAY PREVENT THE ACCESS OR USE OF A CUSTOMER'S VIRTUAL CURRENCY; AND
(10) ANY BOND OR TRUST ACCOUNT MAINTAINED BY THE LICENSEE FOR THE BENEFIT OF ITS CUSTOMERS MAY NOT BE SUFFICIENT TO COVER ALL LOSSES INCURRED BY CUSTOMERS.

(c) CLIENT ACKNOWLEDGES THAT USING DIGITAL ASSETS AND ANY RELATED NETWORKS AND PROTOCOLS, INVOLVES SERIOUS RISKS. CLIENT AGREES THAT IT HAS READ AND ACCEPTS THE RISKS LISTED IN THIS SECTION 1.6, WHICH IS NON-EXHAUSTIVE AND WHICH MAY NOT CAPTURE ALL RISKS ASSOCIATED WITH CLIENT'S ACTIVITY. IT IS CLIENT'S DUTY TO LEARN ABOUT ALL THE RISKS INVOLVED WITH DIGITAL ASSETS AND ANY RELATED PROTOCOLS AND NETWORKS. CUSTODIAN MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE VALUE OF DIGITAL ASSETS OR THE SECURITY OR PERFORMANCE OF ANY RELATED NETWORK OR PROTOCOL.

(d) Risks in Relation to Securities Transactions. SUBJECT TO THE TERMS OF THIS AGREEMENT, THE CLIENT MAY TRANSFER SECURITIES FROM ITSELF, AN EXTERNAL PROVIDER, OR OTHER THIRD PARTIES TO A CUSTODIAL ACCOUNT. THE CLIENT WILL BEAR THE SOLE RISK AND EXPENSE ASSOCIATED WITH THE TRANSFER OF SECURITIES, INCLUDING ANY DELAYS OR INABILITY TO ACHIEVE FINAL SETTLEMENT AS REQUIRED BY THIS AGREEMENT. THE CUSTODIAN WILL FOLLOW ESTABLISHED INDUSTRY PRACTICES AND RELEVANT REGULATIONS TO FACILITATE THE TIMELY SETTLEMENT OF SECURITIES TRANSACTIONS. HOWEVER, THE CUSTODIAN WILL NOT BE LIABLE FOR ANY DELAYS OR FAILURES IN SETTLEMENT ARISING FROM CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL OR THAT ARE ATTRIBUTABLE TO THE ACTIONS OR OMISSIONS OF THIRD PARTIES INVOLVED IN THE SETTLEMENT PROCESS. THE CLIENT ACKNOWLEDGES THAT THE SETTLEMENT OF SECURITIES MAY INVOLVE INTERMEDIARY ENTITIES, SUCH AS CLEARINGHOUSES, DEPOSITORIES, OR TRANSFER AGENTS, AND THAT THE CUSTODIAN'S ROLE IS LIMITED TO THE CUSTODY, AND TRANSFER, AND PROVISION OF OTHER SERVICES WITH RESPECT TO OF THE SECURITIES AS INSTRUCTED BY THE CLIENT.

2. CUSTODIAL ACCOUNT.

2.1. Registration; Authorized Persons

(a) To use the Custodial Services, Client must create a Custodial Account by providing Custodian with all information requested. Custodian may, in its sole discretion, refuse to allow Client to establish a Custodial Account, limit the number of Custodial Accounts, and/or decide to subsequently terminate a Custodial Account.

(b) Client will maintain an updated and current list of Authorized Persons at all times on the Company Site and will immediately notify Custodian of any changes to the list of Authorized Persons by updating the list on the Company Site, including for termination of employment, or otherwise. Client shall make available all necessary documentation and identification information, as reasonably requested by Custodian to confirm: (i) the identity of each Authorized Person; (ii) that each Authorized Person is eligible to be deemed an "Authorized Person" as defined in this Agreement; and (iii) the party(ies) requesting the changes in the list of Authorized Persons have valid authority to request changes on behalf of Client.

2.2. General. The Custodial Services allow Client to deposit supported Assets to Client's Account, and to withdraw supported Assets from Client's Custodial Account to an external location, in each case, pursuant to Instructions Client provides through the Company Site (each such transaction is a "Custody Transaction"). The Assets stored in Client's Custodial Account will not be commingled with other Assets without express action taken by Client and will be held in custody pursuant to the terms of this Agreement. Custodian reserves the right to refuse to process or to cancel any pending Custody Transaction: as required by Applicable Law; to enforce transaction, threshold, and condition limits; or if Custodian reasonably believes that the Custody Transaction may violate or facilitate the violation of any Applicable Law, regulation or rule of a governmental authority or self-regulatory organization. Custodian cannot reverse a Custody Transaction which has been broadcast to a Digital Asset network.

2.3. Instructions.

(a) Custodian acts upon instructions ("Instructions") given by Authorized Persons that are received and verified by Custodian in accordance with its procedures and this Agreement.

(b) Instructions will be required for any action requested of the Custodian. Instructions shall continue in full force and effect until canceled (if possible) or executed.

(c) The Custodian shall be entitled to rely upon any Instructions it receives from an Authorized Person (or from a person reasonably believed by the Custodian to be an Authorized Person) pursuant to this Agreement.

(d) The Custodian may assume that any Instructions received hereunder are not in any way inconsistent with the provisions of organizational documents of the Client or of any vote, resolution, or proper authorization and that the Client is authorized to take the actions specified in the Instructions.

(e) Client must verify all transaction information prior to submitting Instructions to the Custodian. The Custodian shall have no duty to inquire into or investigate the validity, accuracy or content of any Instructions.

(f) If any Instructions are ambiguous, incomplete, or conflicting, Custodian may refuse to execute such Instructions until any ambiguity, incompleteness, or conflict has been resolved. Custodian may refuse to execute Instructions if, in its sole opinion, such Instructions are outside the scope of its duties under this Agreement or are contrary to any Applicable Law.

(g) Client is responsible for Losses (as defined below) resulting from inaccurate Instructions (e.g., if Client provides the wrong destination address for executing a withdrawal transaction). Custodian does not guarantee the identity of any user, receiver, requestee, or other party to a Custody Transaction. Custodian shall have no liability whatsoever for failure to perform pursuant to such Instructions except in the case of Custodian’s gross negligence, fraud, or willful misconduct.

(h) Unless otherwise directed by Client and confirmed by Custodian in writing, Client expressly acknowledges and agrees that the Platform Provider shall constitute an Authorized Person. Any and all Instructions received by the Custodian, whether electronically or otherwise, from the Platform Provider will be deemed as proper Instructions.

2.4. Digital Asset Deposits and Withdrawals.

(a) Prior to initiating a deposit of Digital Assets to Custodian, Client must confirm that Custodian offers Custodial Services for that specific Digital Asset. The list of supported Digital Assets is currently available at: https://www.bitgo.com/resources/coins. The foregoing list or foregoing URL may be updated or changed from time to time in Custodian's sole discretion. By initiating a deposit of Digital Assets to a Custodial Account, Client attests that Client has confirmed that the Digital Asset being transferred is supported by Custodian.

(b) Client must initiate any withdrawal request through Client’s Custodial Account to a Client wallet address. Custodian will process withdrawal requests for amounts under $250,000, either in a single transaction or aggregated in a series of transactions, during a rolling 24 hour period without video verification, to a Client-whitelisted address which has been previously used to which Client has made a withdraw to at least once. The time of such a request shall be considered the time of transmission of such notice from Client’s Custodial Account. Custodian reserves the right to request video verification for any transaction or series of transactions under the threshold of $250,000. Custodian will require video verification for withdrawal requests greater than $250,000 or requests

made to a new address, either in a single transaction or aggregated in a series of transactions, during a rolling 24 hour period; provided, Custodian can require video calls for amounts less than $250,000 if it deems necessary for security, compliance, or any other purposes in its sole discretion. The initiation of the 24 hour time period to process the withdrawal request shall be considered at the time at which client completes video verification.

(c) As further set forth in Section 3.5, Client must manage and keep secure any and all information or devices associated with deposit and withdrawal procedures, including YubiKeys and passphrases or other security or confirmation information. Custodian reserves the right to charge or pass through network fees (e.g. miner fees or validator fees) to process a Digital Asset transaction on Client's behalf. Custodian will notify Client of the estimated network fee at or before the time Client authorizes the transaction.

2.5. Access Time.

(a) Custodian requires up to 24 hours (excluding weekends and US federal holidays) between any request to withdraw Digital Assets or Securities from Client's Custodial Account and submission of Client's withdrawal to the applicable Digital Asset network.

(b) Custodian reserves the right to take additional time beyond the 24 hour period if such time is required to verify security processes for large or suspicious transactions. Any such processes will be executed reasonably and in accordance with Custodian documented protocols, which may change from time to time at the sole discretion of Custodian.

(c) Custodian makes no representations or warranties with respect to the availability and/or accessibility of the Digital Assets or Securities. Custodian will make reasonable efforts to ensure that Client initiated deposits are processed in a timely manner, but Custodian makes no representations or warranties regarding the amount of time needed to complete processing of deposits which is dependent upon factors outside of Custodian's control.

2.6. Supported Digital Assets. The Custodial Services are available only in connection with those Digital Assets that Custodian supports (list currently available at https://www.bitgo.com/resources/coins). The Digital Assets that Custodian supports may change from time to time in Custodian's discretion. Custodian assumes no obligation or liability whatsoever regarding any unsupported Digital Asset sent or attempted to be sent to it, or regarding any attempt to use the Custodial Services for Digital Assets that Custodian does not support. Custodian may, from time to time, determine types of Digital Assets that will be supported or cease to be supported by the Custodial Services. Custodian will use commercially reasonable efforts to provide Client with thirty (30) days' prior written notice before ceasing to support a Digital Asset, unless Custodian is required to cease such support sooner to comply with Applicable Law or in the event such support creates an urgent security or operational risk in Custodian's reasonable discretion (in which event Custodian will provide as much notice as is practicable under the circumstances). Under no circumstances should Client attempt to use the Custodial Services to deposit or store any Digital Assets that are not supported by Custodian. Depositing or attempting to deposit Digital Assets that are not supported by Custodian will result in such Digital Asset being unretrievable by Client and Custodian.

2.7. Advanced Protocols. Unless specifically announced on the Custodian or Company website, Custodian does not support airdrops, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Digital Asset supported by Custodian (collectively, "Advanced Protocols"). Client shall not use its Custodial Account to

attempt to receive, request, send, store, or engage in any other type of transaction involving an Advanced Protocol. Custodian assumes absolutely no responsibility whatsoever in respect to Advanced Protocols.

2.8. Operation of Digital Asset Protocols.

(a) Custodian does not own or control the underlying software protocols which govern the operation of Digital Assets supported on the Custodian platform. By using the Custodial Services, Client acknowledges and agrees that (i) Custodian is not responsible for operation of the underlying protocols and that Custodian makes no guarantee of their functionality, security, or availability; and (ii) the underlying protocols are subject to sudden changes in operating rules (a.k.a. "forks"), and (iii) that such forks may materially affect the value, function, and/or even the name of the Digital Assets that Client stores in Client's Custodial Account. In the event of a fork, Client agrees that Custodian may temporarily suspend Custodian operations with respect to the affected Digital Assets (with or without advance notice to Client) and that Custodian may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. Client acknowledges and agrees that Custodian assumes absolutely no liability whatsoever in respect of an unsupported branch of a forked protocol or its determination whether or not to support a forked protocol.

(b) Client agrees that all "airdrops" (free distributions of certain Digital Assets) and forks will be handled by Custodian pursuant to its fork policy (the "Fork Policy") (currently available at www.bitgo.com/resources/bitgo-fork-policy). Client acknowledges that Custodian is under no obligation to support any airdrops or forks, or handle them in any manner, except as detailed above and in the Fork Policy. Client further acknowledges that Custodian, at its sole discretion, may update the Fork Policy from time to time and/or the URL at which it is available and Client agrees that Client is responsible for reviewing any such updates. Client is under no obligation to provide notification to Client of any modification to the Fork Policy.

2.9. Account Statements.

(a) Custodian will provide Client with an electronic account statement every calendar quarter. Each statement will be provided via the Custodian's website and notice of its posting will be sent via electronic mail.

(b) The Client will have forty-five (45) days to file any written objections or exceptions with the Custodian after the posting of a Custodial Account statement online. If the Client does not file any objections or exceptions within a forty-five (45) day period, this shall indicate the Client's approval of the statement and will preclude the Client from making future objections or exceptions regarding the information contained in the statement. Such approval by the Client shall be full acquittal and discharge of Custodian regarding the transactions and information on such statement.

(c) To value Digital Assets held in the Client's account, the Custodian will electronically obtain USD equivalent prices from digital asset market data with amounts rounded up to the seventh decimal place to the right. Custodian cannot guarantee the accuracy or timeliness of prices received and the prices are not to be relied upon for any investment decisions for the Client's account.

2.10. Independent Verification. If Client is subject to Rule 206(4)-2 under the Investment Advisers Act of 1940, Custodian shall, upon written request, provide Client's authorized independent public accountant confirmation of, or access to, information sufficient to confirm (i) Client's

Digital Assets as of the date of an examination conducted pursuant to Rule 206(4)-2(a)(4), and (ii) Client's Digital Assets are held either in a separate account under Client's name or in accounts under Client's name as agent or trustee for Client's clients.

2.11. Support and Service Level Agreement. Custodian will use commercially reasonable efforts: (i) to provide reasonable technical support to Client, by email or telephone, during Custodian's normal business hours (9:30 AM to 6 PM ET); (ii) to respond to support requests in a timely manner; (iii) resolve such issues by providing updates and/or workarounds to Client (to the extent reasonably possible and practical), consistent with the severity level of the issues identified in such requests and their impact on Client's business operations; (iv) abide by the terms of the Service Level Agreement currently made available at https://www.bitgo.com/resources/bitgo-service-level-agreement (as Service Level Agreement or the URL at which it is made available may be amended from time to time); and (vii) to make Custodial Accounts available via the internet 24 hours a day, 7 days a week.

2.12. Clearing and Settlement Services.

(a) Custodian may offer clearing and settlement services (the "Settlement Services") that facilitate the settlement of transactions of Digital Assets, Securities, or Fiat Currency between Client and Client's trade counterparty that also has a Custodial Account with Custodian ("Settlement Partner"). Client acknowledges that the Settlement Service is an API product complemented by a Web user interface (UI). Clients may utilize the Settlement Services by way of settlement of one-sided requests with counterparty affirmation or one-sided requests with instant settlement; and two-sided requests with reconciliation. Client understands that the Assets available for use within the Settlement Services may not include all of Client's Assets under custody. For the avoidance of doubt, use of the API product is subject to the terms and conditions set forth in Section 1.4 of this Agreement.

(b) The Settlement Services allow Client to submit, through the Custodian's settlement platform, a request to settle a purchase or sale of Assets with a Settlement Partner. Client authorizes Custodian to accept Client's cryptographic signature submitted by way of the Settlement Services API. When a cryptographic signature is received by way of the Settlement Services along with the settlement transaction details, Client is authorizing Custodian to act on Client's direction to settle such transaction.

i. A one-sided request with counterparty affirmation requires Client to submit a request, including its own cryptographic signature on the trade details, via API calls. Custodian will notify the Settlement Partner and lock funds of both parties while waiting for the Settlement Partner to affirm the request. Custodian will settle the trade immediately upon affirmation and the locked funds will be released.

ii. A one-sided request with instant settlement requires one side of the trade to submit a request, including cryptographic signatures of both parties to the trade, via API calls. Custodian will settle the trade immediately.

iii. A two-sided request with reconciliation requires that both Client and Settlement Partner submit requests via API calls, with each party providing their own cryptographic signatures. Custodian will reconcile the trades and settle immediately upon successful reconciliation.

iv. In any one-sided or two sided request, the Settlement Partner must be identified and selected by Client prior to submitting a settlement request.

v. Client may submit a balance inquiry through the settlement platform, to verify that Settlement Partner has a sufficient balance of the applicable Asset(s) to be transacted before the Parties execute a transaction. This balance inquiry function is to be utilized only for the purpose of executing a trade transaction to ensure the Settlement Partner has sufficient Assets to settle the transaction. Client hereby expressly authorizes and consents to Custodian providing access to such information to Client's Settlement Partner in order to facilitate the settlement.

vi. Client and Settlement Partner's Custodial Accounts must have sufficient Assets prior to initiating any settlement request. The full amount of assets required to fulfill a transaction are locked until such order has been completed. All orders are binding on Client and Client's Custodial Account. Custodian does not guarantee that any settlement will be completed by any Settlement Partner. Client may not be able to withdraw an offer (or withdraw its acceptance of an offer) prior to completion of a settlement and Custodian shall not be liable for the completion of any order after a cancellation request has been submitted.

vii. Client acknowledges and accepts responsibility for ensuring only an appropriate Authorized Person of its Custodial Account has access to the API key(s).

viii. Client further understands and agrees that Client is solely responsible for any decision to enter into a settlement by way of the Settlement Services, including the evaluation of any and all risks related to any such transaction and has not relied on any statement or other representation of Custodian. Client understands that Custodian is a facilitator and not a counterparty to any settlement; and, as a facilitator, Custodian bears no liability with respect to any transaction and does not assume any clearing risk.

ix. Any notifications that Client may receive regarding the Settlement Services are Client's responsibility to review in a timely manner.

(c) Upon execution of the settlement, the Settlement Services shall provide Client, by electronic means, a summary of the terms of the transaction, including: the type of Digital Asset or Securities purchased or sold; the delivery time; and the purchase or sale price. Settlement of a transaction is completed in an omnibus account by way of offsetting ledger transactions.

(d) Custodian reserves the right to refuse to settle any transaction, or any portion of any transaction, for any reason, at its sole discretion. Custodian bears no responsibility if any such order was placed or active during any time the Settlement Services system is unavailable or encounters an error; or, if any such order triggers certain regulatory controls.

(e) Client understands and agrees that Custodian may charge additional fees for the Settlement Services furnished to Client as indicated in the Fee Schedule attached as Schedule A and any amendments to Schedule A.

(f) Clearing and settlement transactions shall be subject to all Applicable Law.

3. USE OF SERVICES.

3.1. Company Site and Content. Custodian hereby grants Client a limited, nonexclusive, non transferable, revocable, royalty-free license, subject to the terms of this Agreement, to access and

use the Company Site and related content, materials, information (collectively, the "Content") solely for using the Services in accordance with this Agreement. Any other use of the Company Site or Content is expressly prohibited and all other right, title, and interest in the Company Site or Content is exclusively the property of Custodian and its licensors. Client shall not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. "www.bitgo.com," "BitGo," "BitGo Custody," and all logos related to the Custodial Services or displayed on the Company Site are either trademarks or registered marks of Custodian or its licensors. Client may not copy, imitate or use them without Custodian's prior written consent in each instance.

3.2. Website Accuracy. Although Custodian intends to provide accurate and timely information on the Company Site, the Company Site (including, without limitation, the Content, but excluding any portions thereof that are specifically referenced in this Agreement) may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide Client with as complete and accurate information as possible, such information may be changed or updated from time to time without notice, including without limitation information regarding Custodian policies, products and services. Accordingly, Client should verify all information before relying on it, and all decisions based on information contained on the Company Site are Client's sole responsibility and Custodian shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by Custodian. Custodian is not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible from or linked to the Company Site.

3.3. Third-Party or Non-Permissioned Users. Client acknowledges that granting permission to a third party or non-permissioned user to take specific actions on Client's behalf does not relieve Client of any of Client's responsibilities under this Agreement and may violate the terms of this Agreement. Client is fully responsible for all activities taken on Client's Custodial Account (including, without limitation, acts or omissions of any third party or non-permissioned user with access to Client's Custodial Account). Further, Client acknowledges and agrees that Client will not hold Custodian responsible for, and will indemnify, defend and hold harmless the Custodian Indemnitees (as defined below) from and against any Losses arising out of or related to any act or omission of any party using Client's Custodial Account (including, without limitation, acts or omissions of any third party or non-permissioned user with access to Client's Custodial Account). Client must notify Custodian immediately if a third party or non-permissioned user accesses or connects to Client's Custodial Account by contacting Client's Custodial Account representative or by emailing security@bitgo.com from the email address associated with Client's Custodial Account.

3.4. Prohibited Use. Client acknowledges and agrees that Custodian may monitor use of the Services and the resulting information may be utilized, reviewed, retained and or disclosed by Custodian in aggregated and non-identifiable forms for its legitimate business purposes or in accordance with Applicable Law. Client will not use the Services, directly or indirectly via the Developer Application, to: (i) upload, store or transmit any content that is infringing, libelous, unlawful, tortious, violate privacy rights, or that includes any viruses, software routines or other code designed to permit unauthorized access, disable, erase, or otherwise harm software, hardware, or data; (ii) engage in any activity that interferes with, disrupts, damages, or accesses in an unauthorized manner the Services, servers, networks, data, or other properties of Custodian or of its suppliers or licensors; (iii) develop, distribute, or make available the Developer Application in any way in furtherance of criminal, fraudulent, or other unlawful activity; (iv) make the

Services available to, or use any Services for the benefit of, anyone other than Client or end users of the Developer Application; (v) sell, resell, license, sublicense, distribute, rent or lease any Services, or include any Services in a Services bureau or outsourcing offering; (vi) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit; (vii) obscure, remove, or destroy any copyright notices, proprietary markings or confidential legends; (viii) to build a competitive product or service; (ix) distribute the Developer Application in source code form in a manner that would disclose the source code of the Services; or (x) reverse engineer, decrypt, decompile, decode, disassemble, or otherwise attempt to obtain the human readable form of the Services, to the extent such restriction is permitted by applicable law. Client will comply with the restrictions set forth in Appendix 1.

3.5. Security; Client Responsibilities.

(a) Client is responsible for maintaining adequate security and control of any and all Client Keys, IDs, passwords, hints, personal identification numbers , non-custodial wallet keys, API keys, yubikeys, 2-factor authentication devices or backups, or any other codes that Client uses to access the Services. Any loss or compromise of the foregoing information and/or Client's personal information may result in unauthorized access to Client's Custodial Account by third parties and the loss or theft of Assets . Client is responsible for keeping Client's email address and telephone number up to date in Client's profile in order to receive any notices or alerts that Custodian may send Client. Custodian assumes no responsibility for any loss that Client may sustain due to compromise of login credentials due to no fault of Custodian and/or failure to follow or act on any notices or alerts that Custodian may send to Client. In the event Client believes Client's Custodial Account information has been compromised, Client will contact Custodian Support immediately at security@bitgo.com.

(b) Client will ensure that all Authorized Persons will be adequately trained to safely and securely access the Services, including understanding of general security principles regarding passwords and physical security of computers, keys, and personnel.

(c) Client will immediately notify Custodian of any unauthorized access, use or disclosure of Client's Account credentials, or any relevant breach or suspected breach of security (including breach of Client's systems, networks or developer applications). Client will provide Custodian with all relevant information Custodian reasonably requests to assess the security of the assets, Custodial Accounts and wallets.

3.6. Taxes. The Client will, for all tax purposes, be treated as the owner of all Assets held by the Custodian pursuant to this Agreement. It is the Client's sole responsibility to determine whether and to what extent Taxes and Tax reporting obligations may apply to the Client with respect to its Assets, Custodial Accounts, and transactions, and the Client will timely pay all such taxes and will file all returns, reports, and disclosures required by Applicable Law. Client is solely responsible for any taxes applicable to any deposits or withdrawals Client conducts through the Custodial Services, and for withholding, collecting, reporting, and/or remitting the correct amount of taxes to the appropriate tax authorities. Client's deposit and withdrawal history is available by accessing Client's Custodial Account through the Company Site or by contacting Custodian directly. If Custodian or an affiliate of Custodian has a legal obligation to pay or collect taxes for which Client is responsible, Client will be invoiced for the relevant amount and Client will pay that amount unless Client provides the Custodian or relevant affiliate of Custodian with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.7. Third Party Providers. Client acknowledges and agrees that the Services may be provided from time to time by, through or with the assistance of affiliates of or vendors to Custodian, including

BitGo Inc. as described above. Custodian shall remain liable for its obligations under this Agreement in the event of any breach of this Agreement caused by such affiliates or any vendor.

3.8. Developer Applications.

(a) Subject to Custodian's acceptance of Client as a developer, and subject to Client's performance of its obligations under this Agreement, Custodian grants Client a nonassignable, non-transferrable, revocable, personal and non-exclusive license under Custodian's applicable intellectual property rights to use and reproduce the Custodian software development kit for Developer Applications.

(b) Client agrees that all end users of any Developer Application will be subject to the same use restrictions that bind Client under this Agreement (including under Section 3.4 (Prohibited Use) and Appendix 1).

(c) Client is solely responsible and has sole liability for Client's end users that access or use the Services via the Developer Application and all acts or omissions taken by such end users will be deemed to have been taken (or not taken) by Client. Client is responsible for the accuracy, quality and legality of Developer Application content and user data. Client will comply with, and ensure that Client's Developer Application and end users comply with all Applicable Law.

4. CUSTODIAN OBLIGATIONS.

4.1. Insurance. Custodian will obtain and/or maintain insurance coverage in such types and amounts as are commercially reasonable for the Custodial Services provided hereunder. Client acknowledges that any insurance related to theft of Digital Assets will apply to Custodial Services only (where keys are held by Custodian) and not Wallet Services for non-custodial accounts (where keys are held by Client).

4.2. Standard of Care. Custodian will use commercially reasonable efforts in performing its obligations under this Agreement. Subject to the terms of this Agreement, Custodian shall not be responsible for any loss or damage suffered by Client as a result of the Custodian performing such duties unless the same results from an act of gross negligence, fraud, or willful misconduct on the part of the Custodian. Custodian shall not be responsible for the title, validity or genuineness of any of the Assets (or any evidence of title thereto) received or delivered by it pursuant to this Agreement.

4.3. Business Continuity Plan. Custodian has established a business continuity plan that will support its ability to conduct business in the event of a significant business disruption ("SBD"). This plan is reviewed and updated annually, and can be updated more frequently, if deemed necessary by Custodian in its sole discretion. Should Custodian be impacted by an SBD, Custodian aims to minimize business interruption as quickly and efficiently as possible. To receive more information about Custodian's business continuity plan, please send a written request to security@bitgo.com.

5. TERM; TERMINATION.

5.1. Initial Term; Renewal Term. This Agreement will commence on the Effective Date and will continue for one (1) year, unless earlier terminated in accordance with the terms of this Agreement (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for successive one-year periods (each a "Renewal Term"), unless either party notifies the other of its intention not to renew at least sixty (60) days prior to the expiration of the then-current Term. "Term" means the Initial Term and any Renewal Term.

5.2. Termination for Breach. Either party may terminate this Agreement if the other party breaches a material term of this Agreement and fails to cure such breach within thirty (30) calendar days following written notice thereof from the other party.

5.3. Suspension, Termination, or Cancellation by Custodian.

(a) Custodian may suspend or restrict Client's access to the Custodial Services and/or deactivate, terminate or cancel Client's Custodial Account if:

i. Custodian is so required by a facially valid subpoena, court order, or binding order of a government authority;
ii. Custodian reasonably suspects Client of using Client's Custodial Account in connection with a Prohibited Use or Prohibited Business, as set forth in Appendix 1 to this Agreement;
iii. Custodian perceives a risk of legal or regulatory non-compliance associated with Client's Custodial Account activity or the provision of the Custodial Account to Client by Custodian (including but not limited to any risk perceived by Custodian in the review of any materials, documents, information, statements or related materials provided by Client after execution of this Agreement);
iv. Custodian service partners are unable to support Client's use;
v. Client takes any action that Custodian deems as circumventing Custodian's controls, including, but not limited to, opening multiple Custodial Accounts, abusing promotions which Custodian may offer from time to time, or otherwise misrepresenting of any information set forth in Client's Custodial Account;
vi. Client fails to pay fees for a period of 90 days; or
vii. Client's Custodial Account has no Digital Assets, Fiat Currency, or Securities for 180 consecutive days.

(b) If Custodian suspends or restricts Client's access to the Custodial Services and/or deactivates, terminates or cancels Client's Custodial Account for any reason, Custodian will provide Client with notice of Custodian's actions via email unless prohibited by Applicable Law. Client acknowledges that Custodian's decision to take certain actions, including limiting access to, suspending, or closing Client's Custodial Account, may be based on confidential criteria that are essential to Custodian's compliance, risk management, or and security protocols. Client agrees that Custodian is under no obligation to disclose the details of any of its internal risk management and security procedures to Client.

(c) If Custodian terminates Client's Custodial Account, this Agreement will automatically terminate on the later of (i) the effective date of such cancellation or (ii) the date on which all of Client's funds are withdrawn.

5.4. Effect of Termination. On termination of this Agreement, (A) Client will shall withdraw all Assets associated with Client's Custodial Account within ninety (90) days after Custodial Account termination or cancellation unless such withdrawal is prohibited by Applicable Law (including but not limited to applicable sanctions programs or a facially valid subpoena, court order, or binding order of a government authority); (B) Client will pay all fees owed or accrued to Custodian through the date of Client's withdrawal of funds, which may include any applicable withdrawal fee; (C) Client authorizes Custodian to cancel or suspend any pending deposits or withdrawals as of the effective date of termination; and (D) the definitions set forth in this Agreement and Sections 1. 7, 1. 8, 5.4, 6, 8, 9.1, 10, 11, and 12 will survive.

5.5. Early Termination. Client may terminate this Agreement before the end of the current term if Client: (a) provides Custodian at least thirty (30) days written notice of Client's intent to exercise

its termination right under this Section, (b) pays all outstanding amounts due under this Agreement through the date of termination and (c) pays a one-time early termination fee equal to the highest monthly fees due, excluding any Onboarding Fee, for any month of Services before such termination multiplied by the number of months remaining in the term, including partial months (the "Early Termination Fee"). Such termination will not be deemed effective unless and until (1) Client removes all assets from Custodial Accounts and Wallet Services, and (2) BitGo receives such Early Termination Fee, which Client understands and acknowledges will not be deemed a penalty but a figure reasonably calculated to reflect remaining payment due to Custodian in return for Client's term commitment. Client may not cancel the subscription of Services before the expiration of their current term, except as specified herein.

6. **DISPUTE RESOLUTION. THE PARTIES AGREE THAT ALL CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE SERVICES ("DISPUTES"), WHETHER ARISING PRIOR, ON, OR SUBSEQUENT TO THE EFFECTIVE DATE, SHALL BE ARBITRATED AS FOLLOWS: The Parties irrevocably agree to submit all Disputes between them to binding arbitration conducted under the Commercial Dispute Resolution Procedures of the American Arbitration Association (the "AAA"), including the Optional Procedures for Large Complex Commercial Disputes. The place and location of the arbitration shall be in Sioux Falls, South Dakota. All arbitration proceedings shall be closed to the public and confidential and all related records shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The arbitration shall be conducted before a single arbitrator selected jointly by the parties. The arbitrator shall be a retired judge with experience in custodial and trust matters under South Dakota law. If the parties are unable to agree upon an arbitrator, then the AAA shall choose the arbitrator. The language to be used in the arbitral proceedings shall be English. The arbitrator shall be bound to the strict interpretation and observation of the terms of this Agreement and shall be specifically empowered to grant injunctions and/or specific performance and to allocate between the parties the costs of arbitration, as well as reasonable attorneys' fees and costs, in such equitable manner as the arbitrator may determine. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Notwithstanding the foregoing, either party shall have the right, without waiving any right or remedy available to such party under this Agreement or otherwise, to seek and obtain from any court of competent jurisdiction any interim or provisional relief that is necessary or desirable to protect the rights or property of such party, pending the selection of the arbitrator hereunder or pending the arbitrator's determination of any dispute, controversy or claim hereunder.**

7. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

7.1. By Client. Client represents, warrants, and covenants to Custodian that:

(a) To the extent applicable, Client operates in full compliance with all Applicable Law in each jurisdiction in which Client operates, including without limitation applicable securities and commodities laws and regulations, efforts to fight the funding of terrorism and money laundering, sanctions regimes, licensing requirements, and all related regulations and requirements. Client ensures full compliance with all Applicable Laws in each jurisdiction where they engage in activities. This includes adherence to laws and regulations on securities and commodities, combating

terrorism financing and money laundering, sanctions, licensing requirements, and other relevant legal obligations and requirements.

(b) To the extent Client creates receive addresses to receive Digital Assets from third-parties, Client represents and warrants that the receipt of said Digital Assets is based on lawful activity.

(c) Client shall have conducted and satisfied any and all due diligence procedures required by Applicable Law with respect to such third parties prior to placing with Custodian any Digital Assets, Securities or Fiat Currency associated with such third party.

(d) Client will not use any Services for any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, the financing of terrorism, other violent activities or any prohibited market practices, including without limitation the prohibited activities and business set forth in Appendix 1.

(e) To the extent applicable, Client is currently and will remain at all times in good standing with all relevant government agencies, departments, regulatory or supervisory bodies in all relevant jurisdictions in which Client does business and Client will immediately notify Custodian if Client ceases to be in good standing with any applicable regulatory authority;

(f) Client will promptly provide such information as Custodian may reasonably request from time to time regarding: (i) Client's policies, procedures, and activities which relate to the Custodial Services in any manner, as determined by Custodian in its sole and absolute discretion; and (ii) any transaction which involves the use of the Services, to the extent reasonably necessary to comply with Applicable Law, or the guidance or direction of, or request from any regulatory authority or financial institution, provided that such information may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement;

(g) Client either owns or possesses lawful authorization to transact with all Assets involved in the Custody Transactions;

(h) Client has the full capacity and authority to enter into and be bound by this Agreement and the person executing or otherwise accepting this Agreement for Client has full legal capacity and authorization to do so;

(i) All information provided by Client to Custodian in the course of negotiating this Agreement and the on-boarding of Client as Custodian's customer and user of the Custodial Services is complete, true, and accurate in all material respects, including with respect to the ownership of Client, no material information has been excluded; and no other person or entity has an ownership interest in Client except for those disclosed in connection with such onboarding; and

(j) Client is not owned in part or in whole, nor controlled by any person or entity that is, nor is it conducting any activities on behalf of, any person or entity that is (i) the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, or any other Governmental Authority with jurisdiction over Custodian or its affiliates with respect to U.S. sanctions laws; (ii) identified on the Denied Persons, Entity, or Unverified Lists of the U.S. Department of Commerce's Bureau of Industry and Security; or (iii) located, organized or resident in a country or territory that is, or whose government is, the subject of U.S. economic sanctions, including, without limitation, the Crimean, Donetsk, and Luhansk regions of Ukraine, Cuba, Iran, North Korea, or Syria.

7.2. By Custodian. Custodian represents, warrants, and covenants to Client that:

(a) Custodian will safekeep the Digital Assets and segregate all Digital Assets from both the (i) property of Custodian, and (ii) assets of other customers of Custodian, except for Digital Assets specifically moved into shared accounts by Client;

(b) Custodian will maintain adequate capital and reserves to the extent required by Applicable Law;

(c) Custodian is duly organized, validly existing and in good standing under the applicable South Dakota laws, has all corporate powers required to carry on its business as now conducted, and is duly qualified to do business in each jurisdiction where such qualification is necessary; and

(d) Custodian has the full capacity and authority to enter into and be bound by this Agreement and the person executing or otherwise accepting this Agreement for Custodian has full legal capacity and authorization to do so.

7.3. Notification. Without limitation of either party's rights or remedies, each party shall immediately notify the other party if, at any time after the Effective Date, any of the representations, warranties, or covenants made by it under this Agreement fail to be true and correct as if made at and as of such time. Such notice shall describe in reasonable detail the representation, warranty, or covenant affected, the circumstances giving rise to such failure and the steps the notifying party has taken or proposes to take to rectify such failure.

8. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTODIAN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. CUSTODIAN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE COMPANY SITE, ANY PART OF THE SERVICES, OR ANY OF THE MATERIALS CONTAINED IN ANY OF THE FOREGOING WILL BE CONTINUOUS, UNINTERRUPTED, OR TIMELY; BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES; OR BE SECURE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

9. CONFIDENTIALITY, PRIVACY, DATA SECURITY.

9.1. Confidentiality.

(a) As used in this Agreement, "Confidential Information" means any non-public, confidential or proprietary information of a party ("Discloser") including, without limitation information relating to Discloser's business operations or business relationships, financial information, pricing information, business plans, customer lists, data, records, reports, trade secrets, software, formulas, inventions, techniques, and strategies. A party receiving Confidential Information of Discloser ("Recipient") will not disclose it to any unrelated third party without the prior written consent of the Discloser, except as provided in subsection (B) below and has policies and procedures reasonably designed to create information barriers with respect to such party's officers, directors, agents, employees, affiliates, consultants, contractors and professional advisors. Recipient will protect such Confidential Information from unauthorized access, use and disclosure. Recipient shall not use

Discloser's Confidential Information for any purpose other than to perform its obligations or exercise its rights under this Agreement. The obligations herein shall not apply to any (i) information that is or becomes generally publicly available through no fault of Recipient, (ii) information that Recipient obtains from a third party (other than in connection with this Agreement) that, to recipient's best knowledge, is not bound by a confidentiality agreement prohibiting such disclosure; or (iii) information that is independently developed or acquired by Recipient without the use of or reference to Confidential Information of Discloser.

(b) Notwithstanding the foregoing, Recipient may disclose Confidential Information of Discloser to the extent required under Applicable Law; provided, however, Recipient shall first notify Discloser (to the extent legally permissible) and shall afford Discloser a reasonable opportunity to seek a protective order or other confidential treatment. For the purposes of this Agreement, no affiliate of Custodian shall be considered a third party and Custodian may share Client's Confidential Information with affiliates, as authorized by Client; provided that Custodian causes such entity to undertake the obligations in this Section 9.1.

(c) Confidential Information includes all documents and other tangible objects containing or representing Confidential Information and all copies or extracts thereof or notes derived therefrom that are in the possession or control of Recipient and all of the foregoing shall be and remain the property of the Discloser. Confidential Information shall include the existence and the terms of this Agreement. At Discloser's request or on termination of this Agreement (whichever is earlier), Recipient shall return or destroy all Confidential Information; provided, however, Recipient may retain one copy of Confidential Information (i) if required by law or regulation, or (ii) pursuant to a bona fide and consistently applied document retention policy; provided, further, that in either case, any Confidential Information so retained shall remain subject to the confidentiality obligations of this Agreement. For the avoidance of doubt, aggregated Depersonalized Information (as hereinafter defined) shall not be Confidential Information. "Depersonalized Information" means data provided by or on behalf of Client in connection with the Custodial Services and all information that is derived from such data, that has had names and other personal information removed such that it is not reasonably linkable to any person, company, or device.

9.2. Privacy. Client acknowledges that Client has read the BitGo Privacy Notice, available at https://www.bitgo.com/privacy.

9.3. Security. Custodian has implemented and will maintain a reasonable information security program that includes policies and procedures that are reasonably designed to safeguard Custodian's electronic systems and Client's Confidential Information from, among other things, unauthorized disclosure, access, or misuse, including, by Custodian and its affiliates. In the event of a data security incident Custodian will provide all notices required under Applicable Law.

10. INDEMNIFICATION.

10.1. Indemnity. Client will defend, indemnify and hold harmless Custodian, its affiliates and service providers, and each of its or their respective officers, directors, agents, employees, and representatives, from and against any liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and costs resulting from any third-party claim, demand, action or proceeding (a "Claim") arising out of or related to Client's (i) use of Services; (ii) breach of this Agreement, or (iii) violation of any Applicable Law in connection with its use of Services.

10.2. Indemnification Process.

(a) Custodian will (i) provide Client with prompt notice of any indemnifiable Claim under Section 10.1 (provided that the failure to provide prompt notice shall only relieve Client of its obligation to the extent it is materially prejudiced by such failure and can demonstrate such prejudice); (ii) permit Client to assume and control the defense of such action upon Client's written notice to Custodian of Client's intention to indemnify, with counsel acceptable to Custodian in its reasonable discretion; and (iii) upon Client's written request, and at no expense to Custodian, provide to Client all available information and assistance reasonably necessary for Client to defend such Claim. Custodian shall be permitted to participate in the defense and settlement of any Claim with counsel of Custodian's choice at Custodian's expense (unless such retention is necessary because of Client's failure to assume the defense of such Claim, in which event Client shall be responsible for all such fees and costs). Client will not enter into any settlement or compromise of any such Claim, which settlement or compromise would result in any liability to any Custodian Indemnitee or constitute any admission of or stipulation to any guilt, fault or wrongdoing, without Custodian's prior written consent.

(b) Client acknowledges and agrees that any Losses imposed on Custodian (whether in the form of fines, penalties, or otherwise) as a result of a violation by Client of any Applicable Law, may at Custodian's discretion, be passed on to Client and Client acknowledges and represents that Client will be responsible for payment to Custodian of all such Losses.

11. LIMITATIONS OF LIABILITY.

11.1. NO CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE EXCEPTIONS PROVIDED IN SECTION 11.3 BELOW, IN NO EVENT SHALL CUSTODIAN, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE COMPANY SITE OR THE SERVICES, OR THIS AGREEMENT, EVEN IF CUSTODIAN HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. LIMITATION ON DIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE EXCEPTIONS PROVIDED IN SECTION 11.3 BELOW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CUSTODIAN, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, EXCEED THE FEES PAID OR PAYABLE TO CUSTODIAN UNDER THIS AGREEMENT DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT GIVING RISE TO SUCH LIABILITY.

11.3. EXCEPTIONS TO EXCLUSIONS AND LIMITATIONS OF LIABILITY. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN SECTION 11.1 AND SECTION 11.2 WILL NOT APPLY TO CUSTODIAN'S FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE. CUSTODIAN'S LIABILITY FOR GROSS NEGLIGENCE SHALL BE LIMITED TO THE VALUE OF THE AFFECTED ASSETS .

12. MISCELLANEOUS.

12.1. Notice. All notices under this Agreement shall be given in writing, in the English language, and shall be deemed given when personally delivered, when sent by email, or three days after being sent by prepaid certified mail or internationally recognized overnight courier to the addresses set forth in the signature blocks below (or such other address as may be specified by party following written notice given in accordance with this Section).

12.2. Publicity. Client hereby consents to Custodian's identification of Client as a customer of the Services, including in marketing and/or investor materials, and Custodian hereby consents to Client's use of Custodian's name and/or approved logos or promotional materials to identify Custodian as its custodial service provider as contemplated by this Agreement. Notwithstanding the foregoing, Custodian may revoke its consent to such publicity under this Section at any time for any reason, and upon notice, Client will cease any further use of Custodian's name, logos, and trademarks and remove all references and/or postings identifying Custodian as soon as possible.

12.3. Entire Agreement. This Agreement, any appendices or attachments to this Agreement, the BitGo Privacy Policy, and all disclosures, notices or policies available on the BitGo website that are specifically referenced in this Agreement, comprise the entire understanding and agreement between Client and Custodian as to the Custodial Services, and supersedes any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this Agreement) and every nature between and among Client and Custodian with respect to the subject matter hereof. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

12.4. Computer Viruses. Custodian shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect Client's computer or other equipment, or any phishing, spoofing or other attack, unless such damage or interruption directly resulted from Custodian's gross negligence, fraud, or willful misconduct. Custodian advises the regular use of a reputable and readily available virus screening and prevention software. Client should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Custodian. Client should always log into Client's Custodial Account through the Company Site to review any deposits or withdrawals or required actions if Client has any uncertainty regarding the authenticity of any communication or notice.

12.5. No Waiver. The waiver by a party of any breach or default will not constitute a waiver of any different or subsequent breach or default.

12.6. Amendments. Any modification or addition to this Agreement must be in a writing signed by a duly authorized representative of each of the parties. Client agrees that Custodian shall not be liable to Client or any third party for any modification or termination of the Custodial Services, or suspension or termination of Client's access to the Custodial Services, except to the extent otherwise expressly set forth herein.

12.7. Assignment. Client may not assign any rights and/or licenses granted under this Agreement without the prior written consent of Custodian. Custodian may not assign any of its rights without the prior written consent of Client; except that Custodian may assign this Agreement without the prior consent of Client to any Custodian affiliates or subsidiaries or pursuant to a transfer of all or substantially all of Custodian's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns.

12.8. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

12.9. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Custodial Account cancellation, debts owed to Custodian, general use of the Company Site, disputes with Custodian, indemnification, and general provisions, shall survive the termination or expiration of this Agreement.

12.10. Governing Law. The laws of the State of South Dakota, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between Client and Custodian, except to the extent governed by federal law of the United States of America.

12.11. Force Majeure. Custodian shall not be liable for delays, suspension of operations, whether temporary or permanent, failure in performance, or interruption of service which result directly or indirectly from any cause or condition beyond the reasonable control of Custodian, including but not limited to, any delay or failure due to any act of God, natural disasters, act of civil or military authorities, act of terrorists, including but not limited to cyber-related terrorist acts, hacking, government restrictions, exchange or market rulings, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which are beyond the reasonable control of Custodian.

12.12. Relationship of the Parties. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, Client and Custodian to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either Client or Custodian to be treated as the agent of the other.

[*Remainder of page intentionally left blank. Signature page follows*.]

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

BITGO TRUST COMPANY, INC.	**[CLIENT NAME]**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Address for Notice:	Address for Notice:
6216 Pinnacle Place Suite 101 Sioux Falls, SD 57108 Attn: Legal Email: legal@bitgo.com	_____ _____ _____ Attn: Email:

APPENDIX 1: PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE

1.1 Prohibited Use. Client may not use Client's Custodial Account to engage in the following categories of activity ("Prohibited Uses"). The Prohibited Uses extend to any third party that gains access to the Custodial Services through Client's account or otherwise, regardless of whether such third party was authorized or unauthorized by Client to use the Custodial Services associated with the Custodial Account. The specific types of use listed below are representative, but not exhaustive. If Client is uncertain as to whether or not Client's use of Custodial Services involves a Prohibited Use, or have questions about how these requirements applies to Client, please contact Custodian at trustonboarding@bitgo.com.

By opening a Custodial Account, Client confirms that Client will not use Client's Custodial Account to do any of the following:

- **Unlawful Activity**: Activity which would violate, or assist in violation of any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Custodian conducts business, including, but not limited to, the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.
- **Abusive Activity**: Actions which impose an unreasonable or disproportionately large load on Custodian's infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Site, other Custodial Accounts, computer systems or networks connected to the Site, through password mining or any other means; use Custodial Account information of another party to access or use the Site; or transfer Client's Custodial Account access or rights to Client's Custodial Account to a third party, unless by operation of law or with the express permission of Custodian.
- **Abuse Other Users**: Interfere with another Custodian user's access to or use of any Custodial Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Site about others, including, without limitation, email addresses, without proper consent.
- **Fraud**: Activity which operates to defraud Custodian, Custodian users, or any other person; provide any false, inaccurate, or misleading information to Custodian.
- **Gambling**: Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; Internet gaming; contests; sweepstakes; games of chance.
- **Intellectual Property Infringement**: Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Custodian intellectual property, name, or logo, including use of Custodian trade or service marks, without express consent from Custodian or in a manner that otherwise harms Custodian, or Custodian's brand; any action that implies an untrue endorsement by or affiliation with Custodian.

- **Written Policies**: Client may not use the Custodial Account or the Custodial Services in a manner that violates, or is otherwise inconsistent with, any operating instructions promulgated by Custodian.

1.2. Prohibited Businesses. The following categories of businesses, business practices, and sale items are barred from the Custodial Services ("Prohibited Businesses"). The specific types of use listed below are representative, but not exhaustive. If Client is uncertain as to whether or not Client's use of the Custodial Services involves a Prohibited Business or has questions about how these requirements apply to Client, please contact us at trustonboarding@bitgo.com.

By opening a Custodial Account, Client confirms that Client will not use the Custodial Services in connection with any of the following businesses, activities, practices, or items:

- Individuals convicted of an offense related to drug trafficking, financial crimes, arms trafficking, human smuggling, or human trafficking
- Individuals or entities that own or operate virtual currency mixers or wallets with built-in mixers.
- Shell banks (a shell bank is a financial institution that does not have a physical presence in any country, unless it is controlled by, or is under common control with, a depository institution, credit union, or another foreign financial institution that maintains a physical presence either in the U.S. or a foreign country).
- Anonymous and fictitiously named accounts
- Companies that issue bearer shares.
- Business involved in the sale of narcotics or controlled substances.
- Any individual or entity designated under any trade, economic, or financial sanctions laws, regulations, embargoes, or restrictive measures imposed, administered, or enforced by the U.S. or the United Nations, including Specially Designated Nationals ("SDNs") and Blocked Persons.
- Any unlicensed/unregulated banks, remittance agents, exchanges houses, casa de cambio, bureaux de change or money transfer agents.
- Individuals and entities who trade in conflict diamonds, which are rough diamonds that have not been certified in accordance with the Kimberley Process Certification Scheme.
- Individuals and entities designated as a Primary Money Laundering Concern by the U.S. Treasury under Section 311 of the USA PATRIOT Act.
- Any foreign banks operating with a banking license issued by a foreign country that has been designated as non-cooperative with international AML principles or procedures by FATF; or a banking license issued by a foreign country that has been designated by the Secretary of the Treasury as warranting special measures due to money laundering concerns.

BITGO CUSTODIAL SERVICES AGREEMENT
FEE SCHEDULE A AND ADDITIONAL TERMS

This Schedule A forms part of the Custodial Services Agreement by and between Client and Custodian (the "Agreement") and is effective as of the Effective Date. The parties hereto agree that the fees associated with Services (as defined below) for Client shall be as set forth below. All capitalized terms not defined herein shall have the meaning ascribed in the Agreement.

I. Expanded Definition of Services. Under this fee structure, Client may be provided access to additional services provided by Custodian or its affiliates. As such, the definition of "Services" as used in the Agreement shall be modified to mean Custodial Services, Wallet Services and the additional services set forth below. **Each additional service is subject to additional terms and conditions and risk disclosures as set forth in Appendix 1 to this Fee Schedule.**

- MMI Services, including access to one or more MMI wallets.
- NFT Custody.
- Staking (where available).

II. Fees. The Fees associated with Services for Client are as follows:

1. Onboarding Fee.

The Client implementation fee set forth below is a one-time flat fee assessed to cover onboarding and implementation costs (the "Onboarding Fee").

The Onboarding Fee will be $_____.

2. Digital Asset Storage Fee and Fixed Monthly Fee.

The "Digital Asset Storage Fee" is calculated at the end of each calendar month based on the aggregate USD market value of average holdings held by Client in (i) Custodial Accounts, (ii) wallets provided as Wallet Services; and (iii) MMI wallets.

Throughout the Term, Client will be assessed a fixed monthly Asset Storage Fee (subject to overage fees), as set forth below:

Product	**Fixed Monthly Storage Fee**
Wallet Services (exclusive of NFT holdings)	

Custodial Accounts (exclusive of NFT holdings)	$_____
MMI wallets (exclusive of NFT holdings)	
NFTs held in Wallet Services, Custodial Accounts and MMI wallets	

The Digital Asset Storage Fee is a tiered fee, as applicable, as defined in the schedule below. Tiers are cumulative.

Digital Asset Storage Fee:	
Range of Digital Assets Stored ($ USD)[1]	**Basis Points (bps)**
0 to $[_____]	Included as part of the Fixed Monthly Asset Storage Fee
$[_____] or greater	[__] bps per month "Overage Fee"

Fiat Currency Transaction Fees:

Transaction Type	Transaction Fee	Frequency
Wire - Domestic (in)	$0	Per Transaction
Wire - Domestic (out)	$15	Per Transaction

[1] For the purpose of calculating fees, please consult: https://www.bitgo.com/resources/price-feeds for current information on how BitGo computes USD value of digital currencies.

Wire - International (in)	$15	Per Transaction
Wire - International (out)	$25	Per Transaction
Wire - Recall	$50	Per Transaction
ACH (in/out)	$0.40	Per Transaction
ACH - Chargeback	$15	Per Non-Sufficient Funds Paid & Returned
Fraudulent Return	$150	Per Return

3. Transaction Fees.

Transaction fees are charged at the end of each calendar month based on all outgoing transactions from Custodial Accounts and Wallet Services during that month. However:

- Transaction Fees shall not be charged on outgoing transactions from MMI wallets.
- Transaction Fees shall not be charged on internal transfers by Client between Client's Custodial Accounts, Wallet Services and MMI wallets.

Transaction Fees are exclusive of any network fees charged by the underlying blockchain, and these network fees shall be collected from Client.

Transaction Fees are tiered, as applicable, as defined in the schedule below. Transaction Fees are cumulative and as defined in the schedule below, based on the aggregate USD market value of the Transaction Volume (i.e., all outgoing transactions from Custodial Accounts and Wallet Services) during that month. Tiers are cumulative.

Transaction Fee:	
Range of Transaction Volume ($ USD)[2]	**Basis Points (bps)**
Up to $[_____]	Included as part of the Fixed Monthly Digital Asset Storage Fee

[2] For the purpose of calculating fees, please consult: https://www.bitgo.com/resources/price-feeds for current information on how BitGo computes USD value of digital currencies.

$[_____] and greater	10 bps "Overage Fee"

4. NFT Services.

The Digital Asset Storage Fee covers up to [_____] NFTs in all products, in aggregate.

Overage fee: _____

5. Staking Services Fee. As described in the additional terms and conditions applicable to Staking Services.

6. Payment Terms. Client shall pay such fees and expenses to Custodian within 7 days after the date of Custodian's invoice. Invoices may be provided by electronic delivery. Payments shall be made to Custodian in U.S. Dollars, Bitcoin, USDC or USDT. If any invoice is disputed in good faith, Client shall pay all undisputed amounts and the disputed amount will be due and payable within 7 days after any such dispute has been resolved either by agreement of the parties or in accordance with dispute resolution procedures in the Agreement. All late payments and any disputed payments made after the resolution of such dispute shall bear interest accruing from the original payment due date through the date that such amounts are paid at the lower interest rate of (A) 1.0% per month and (B) the highest interest rate allowed by Applicable Law. Notwithstanding the foregoing, failure to pay fees and expenses by Client 45 days after the date of Custodian's invoice (or the date enumerated in the Fee Schedule) for undisputed payments, or 45 days after the resolution of disputed amounts, shall constitute a material breach of the Agreement. Client agrees that, without limitation of Custodian's other rights and remedies, Custodian shall have the right and authority, in its discretion, to liquidate any and all Assets in Client's Account to cover any unpaid fees and expenses.

If a correct taxpayer number is not provided to Custodian, Client understands and agrees that Client may be subject to backup withholding tax at the appropriate rate on any interest and gross proceeds paid to the account for the benefit of Client. Backup withholding taxes are sent to the appropriate taxing authority and cannot be refunded by Custodian.

7. Initial Payment. Concurrent with the execution of this Schedule A, Client shall make an up-front non-refundable payment to Custodian of an amount equal to the Onboarding Fee plus the initial Fixed Monthly Digital Asset Storage Fee.

8. Prior Fee Schedules. In the event that Client has previously entered into a fee schedule under the Agreement, this Schedule A and Additional Terms shall replace the previous fee schedule.

IN WITNESS WHEREOF, this Parties have duly executed this Fee Schedule and indicated their mutual intent to be bound hereby with the signatures of their respective authorized representatives below:

BITGO TRUST COMPANY, INC.	**[CLIENT NAME]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX 1
ADDITIONAL TERMS

I. **MMI SERVICES**: MMI Services are provided by BitGo, Inc, an affiliate of Custodian, subject to the terms and conditions set forth at https://www.bitgo.com/terms ("Inc. Services Agreement"), as they may be amended from time to time. MMI Services are made available through ConsenSys Software Inc. ("ConsenSys") and are governed by ConsenSys's Terms of Use (located at https://consensys.net/terms-of-use/). When you use the MMI Services, you agree to such Terms of Use. The MMI Services are Third Party Services as defined in the Inc. Services Agreement.

II. **NFT SERVICES:** See https://www.bitgo.com/legal/nft-service-terms

III. **STAKING SERVICES:** See https://www.bitgo.com/legal/staking-and-delegation-services-terms

APPENDIX 2: ACH TRANSFER TERMS & CONDITIONS

1.1 Introduction. These Terms and Conditions ("ACH Transfer Terms") apply to your use of a designated bank account for any transfers you may make to BitGo Trust Company, Inc. ("BitGo"). These ACH Transfer Terms also apply to any transfers you may request from BitGo's designated bank account, including those related to the return of U.S. Dollars that result from the sale of your Digital Assets (as defined in the Agreement executed between you and BitGo). Please read and keep these ACH Transfer Terms.

If you choose to use a bank account as your transfer method, you accept and agree to these ACH Transfer Terms on the date of each transfer.

BitGo's external transfer services allow you to transfer funds to your eligible accounts held at BitGo and from other eligible accounts held by you at other U.S. financial institutions, and to eligible accounts held by a third party at BitGo or other U.S. financial institutions. External transfers may only be requested:

- If the transfer is permitted by your or a third party's external financial institution, as applicable; and

- If the transfer is permitted by law.

BitGo reserves the right to obtain such additional information as we deem reasonably necessary. You agree to promptly update your records if your email address or other information changes.

1.2 Information. You authorize BitGo to validate the external accounts through the use of a test transaction, in which one or more low value payments will be both credited to and debited from the account. The test credit will always be of the same or less amount, so that the balance in any of your accounts will never be less than the actual balance. BitGo may not use test transactions with respect to its relationship with you.

Once the test transaction is complete, we may ask you to access your account to tell us the amount of the test credit or debit or any additional information reported by your bank. We may also verify your external accounts by requiring you to submit proof of ownership of the account. Other account verification methods may also be employed at the sole discretion of BitGo.

1.3 Accounts. By using BitGo external transfer service, you represent and warrant to BitGo that you have the right to authorize and permit us to process such funds transfers or for any other purpose authorized by this agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us is true, current, correct and complete. You hereby authorized and permit BitGo to use information submitted by you to accomplish these purposes and to configure the service to be compatible with the accounts.

You understand and agree that at all times your relationship with each account provider is independent of BitGo and your use of this service. BitGo will not be responsible for any acts or omissions by the financial institution or other provider of any account, including without limitation any modification, interruption or discontinuance of any account by such provider.

Not all types of accounts are eligible for this service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement, savings, trusts, custodial, business, corporate and other account types. BitGo is not responsible for any costs or losses incurred from transfers that are not permitted under such restrictions by the provider of your account or those imposed by applicable law.

1.4 Transfer Limitations. You may use the external transfer service to transfer funds to or from an eligible BitGo account and another account held by you or a third party at another U.S. financial institution. Transfers may be scheduled to occur one time, for a future date, or on a specific recurring basis.

We reserve the right to impose and/or change transfer limits on your account from time to time in our sole discretion. We reserve the right to suspend or restrict access to use the external transfer service immediately and without prior written notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss.

1.5 Initiating and Scheduling Transfers. The cut off time for same business day transfers is [4:45 pm ET]. Any transfer initiated after the applicable cut off time will be considered as being initiated on the next business day. Any transfer initiated on Saturday, Sunday or on a bank holiday will be considered as being initiated on the next business day.

Transfer can be scheduled on either a one time or recurring basis. Processing of one-time transfers may be initiated immediately or scheduled for initiation on a future date. Recurring transfers may be used when a set amount is transferred at regular intervals.

Your transfer must be payable in U.S. dollars. Transfers that we process using your bank account will be identified as "BitGo Trust Company, Inc." (or similar identifier) on the statement issued by your bank or other financial institution holding your account.

All questions relating to any transactions made using your bank account by us should be initially directed to us, but may also require involvement of your bank.

1.6 Recurring Transfers. In addition to authorizing one-time transfers, you can request that BitGo facilitate recurring periodic transfers from your designated bank account on a daily, weekly or monthly basis. If you have established a weekly recurring transfer, then your transfer will be scheduled to occur on the same day of each week as the initial transfer in such recurring transfer (for example, every Wednesday). If you have established a monthly recurring transfer, then your transfer will be scheduled to occur on either the first or the fifteenth day of each month, based on your election when you initiate the recurring transfer. Your initial recurring transfer will not occur until you have submitted your recurring ACH transfer request and BitGo has had a reasonable amount of time to act upon it.

Any termination or cancellation of your recurring ACH transfer instructions will be effective as soon as BitGo has received your request and had a reasonable amount of time to act upon it.

BitGo may terminate any future recurring transfer without notice at any time for any reason.

1.7 Processing Time. When setting up a new external transfer account, please allow 3 business days to process validation of the test transaction.

Once the test transaction is completed for an external account, you should allow up to 3 business days for processing a transfer.

Please note the receiving financial institution could place a hold on the funds or delay availability. With respect to withdrawals, contact the receiving financial institution for information on their funds availability policy.

1.8 Errors. You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been requested by you, to submit

transfer instructions on your behalf. You understand that financial institutions receiving the transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instructions we will make all reasonable efforts to reserve or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplications, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, BitGo reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the account. Although we will use reasonable efforts to try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institutions, including any time limits during which complaints must be made.

1.9 Unlawful or Prohibited Use.

You warrant to us that you will not use this service for any purpose that is unlawful or not permitted, expressly or implicitly, by the terms of this agreement or by any applicable law or regulation. You further warrant and represent that you will not use this service in any manner that could damage, disable, overburden or impair the service or interfere with any other party's use of the service.

All transfers are subject to the rules and regulations governing the relevant accounts, whether held at BitGo or elsewhere. You agree not to process any transfer from or to an account that is not allowed, under the rules and regulations applicable to such accounts.

1.10 Rejection of Transfers. We reserve the right to decline any transfer, to submit transfer instructions or to carry out change or cancellation requests for any reason. We may, at any time, decline any transfer that we believe may violate applicable law, or where we believe there are not sufficient funds in your account to process any requested transfer. BitGo, in its sole discretion, may require that any or all Digital Assets purchased with funds from an ACH transfer be held in your BitGo Wallet for a period of up to 60 days.

1.11 Electronic Signature and ACH Authorization. You understand that to process your transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules, to debit one of your accounts and credit another of your accounts. By choosing your bank account as your transfer method, you agree that: (a) you have read, understand and agree to these ACH Transfer Terms, and that this agreement constitutes a "writing signed by you" under any applicable law or regulation, (b) you consent to the electronic delivery of the disclosures contained in these ACH Transfer Terms, (c) you authorize BitGo (or its agent) to make any inquiries we consider necessary to validate any dispute involving your transfer, which may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases, (d) you authorize BitGo (or its agent) to initiate one or more ACH debit entries (withdrawals) for specified amount(s) from your bank account, and you authorize the financial institution that holds your bank account to deduct such transferred amounts (including any transfers to be made on a recurring basis, as applicable), (e) you authorize BitGo (or its agent) to initiate one or more ACH credit entries (direct deposits) for specified amount(s) to your bank account, and you authorize the financial institution that holds your bank account to credit such transferred amounts, (f) once a sale is complete and an ACH transfer is initiated, the transaction cannot be cancelled; and (g) funds sent to you via ACH typically take two to four business days to reach your financial institution, and BitGo is not responsible for any delays

in the availability of funds, which may vary based on your financial institution's ACH processing procedures and settlement.

If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us to collect from the account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To process this collection, you understand and authorize us to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debt. As discussed in more detail below, there may be a fee associated with such collection imposed by the financial institution holding the account.

In the event that a debit to any of your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable account in accordance with this agreement.

1.12 Fees. Because these are electronic transfers, these funds may be withdrawn from your designated bank account immediately. In the case of an ACH debit transaction that is rejected for insufficient funds, you understand that BitGo may at its discretion attempt to process the debit in the amount of the applicable requested transfer again within 30 days and BitGo may separately impose a fee of up to $25 for each transaction returned for insufficient funds, as permitted by applicable law. You certify that you are an authorized user of your bank account and you will not dispute these scheduled transactions with such bank so long as the transactions correspond to these ACH Transfer Terms and any other applicable agreement related to your accounts with BitGo and its affiliates or such transfer.

You must notify BitGo in writing if you dispute any portion of any fees paid or payable by you under these ACH Transfer Terms or any related agreement. You must provide that written notice to BitGo within 60 days of the applicable charge, and BitGo will work with you to resolve the applicable dispute promptly. If you do not provide BitGo with this written notice of your fee dispute within this 60-day period, you will not be entitled to dispute any fees paid or payable by you.

All amounts and fees stated or referred to in these ACH Transfer Terms are exclusive of taxes, duties, levies, tariffs, and other governmental charges (collectively, "Taxes"). You shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any transfers made hereunder, other than any taxes based on BitGo's net income.

1.13 Service Changes and Discontinuation. We may modify or discontinue the Service or your use of some or all accounts within the service, with or without notice, without liability to you, any other user or any third-party. We may from time to time make available additional or new features to the service, including but not limited to, a higher dollar limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We reserve the right, subject to applicable law, to terminate your account within the Service and your right to use the service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of BitGo, or if you provide us with false or misleading information or interfere with other users or the administration of the service. We reserve the right to charge a fee for the use of the service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all applicable fees associated with the use of our services.

1.14 Returned Transactions. You understand and agree that if any previously-initiated debit entry hereunder is returned for any reason (including because of insufficient funds), BitGo will be entitled to exercise remedies in accordance with the Custodial Services Agreement, including freezing your any assets held in any account held with BitGo or any affiliate thereof and reversing any Digital Asset purchases made and delivered to such account.

1.15 Your Liability for Unauthorized Transactions. Federal law limits your liability for any fraudulent, erroneous unauthorized transaction from your bank account based on how quickly you report it to your financial institution. As general rule, you should report any fraudulent, erroneous or unauthorized transactions to your bank within 60 days after the questionable transaction FIRST appeared on your bank account statement. You should contact your bank for more information about the policies and procedures that apply to your account and any unauthorized transactions, including any limits on your liability.

1.16 Our Liability. If we fail to debit or credit your bank account in accordance with these ACH Transfer Terms, in the correct amount or in the correct amount of time, we may be liable for certain losses directly caused by our failure as the law may impose in such cases. However, there are some exceptions. For instance, we will not be liable where: (1) you do not have enough money in your bank account; (2) your bank account is closed or deposits or withdrawals restricted; (3) any terminal or system was not working properly and you were advised of that before you initiated the transfer; (4) the failure was related to circumstances beyond our control (such as flood, fire, power outages, mechanical or system failures); (5) your financial institution refuses to honor an ACH debit or credit; (6) your instructions are lost or delayed in transmission to us; (7) a reasonable security concern, such as unauthorized use, causes us not to honor your instructions; (8) this transfer option has been discontinued or suspended; (9) we advise you that your request will not be processed; (10) you submit a cancellation request with respect to recurring ACH transfer instructions and BitGo is unable to process it prior to your next scheduled transfer and (11) other exceptions are allowed by law.

Except as otherwise required by law, BitGo shall in no event be liable for any other losses and/or damages other than those arising from gross negligence or willful misconduct on our part, and in such case will be limited to actual damages.

You agree that we shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of any charges imposed by any provider of accounts of fund transfers or any funds transfer limitations set by the financial institutions or other providers of the accounts.

1.17 Limitation of Warranty and Liability. You understand and agree that the service is provided “as-is.” Except as otherwise provided in this agreement or as required by law, we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications. You understand and expressly agree that use of the service is at your sole risk, that any materials and/or data downloaded or otherwise obtained through the use of the service is downloaded or obtained at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download or the obtaining of such material and/or data. Except as expressly set forth on the BitGo website or in this agreement, we disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of intellectual property or third party rights, and we make no warranty or representation regarding the results that may be obtained from the use of the service, the accuracy or reliability of any information obtained through the service, the accuracy of any information retrieved by us from the accounts or that the service will meet any user’s requirements, be uninterrupted, timely, secure or error free. We will not be liable for any direct, indirect, incidental, special, consequential or punitive damages of any kind resulting from the use or the inability to use the service, any inaccuracy of any information or amount retrieved by us from the accounts, any breach of security caused by a third party,

any transactions entered into based on the service, any loss of, unauthorized access to or alteration of a user's transmissions or data or for the cost of procurement of substitute goods and services, including but not limited to damages for loss of profits, use, data or other intangibles, even if we had been advised of the possibility of such damages.

1.18 Agreement Changes. We may in our discretion change these ACH Transfer Terms at any time without notice to you. If any change is found to be invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any other changes or the remainder of these ACH Transfer Terms. We reserve the right to subcontract any of our rights or obligations under these ACH Transfer Terms.

YOUR CONTINUED USE OF YOUR BANK ACCOUNT AS A METHOD OF MAKING ANY TRANSFER TO OR RECEIVING ANY TRANSFER FROM BITGO (INCLUDING ANY RECURRING TRANSFER) AFTER WE CHANGE THESE ACH TRANSFER TERMS OR ANY OF THE OTHER TERMS INCORPORATED IN THESE ACH TRANSFER TERMS CONSTITUTES YOUR ACCEPTANCE OF THESE CHANGES.

1.19 Communications. If you have registered for this service and wish to withdraw your consent, you must cancel any pending transfer requests and contact our Trust Operations Department at TrustOperations@bitgo.com.

In the event of suspension, you may request reinstatement of the service by contacting our [name] Department at TrustOperations@bitgo.com. We reserve the right, in our sole discretion, to grant or deny reinstatement of the service.

EXHIBIT D

Omnibus Nominee Trust Agreement

OMNIBUS NOMINEE AGREEMENT

THIS OMNIBUS NOMINEE AGREEMENT (this "Nominee Agreement"), dated as of [DATE], is entered into by and between BitGo Trust Company, Inc. (the "Nominee") and the undersigned (the "Beneficial Owner").

RECITALS

WHEREAS, the Beneficial Owner has invested and/or intends to invest in one or more exempt securities offerings pursuant to which the Beneficial Owner may acquire securities (each, a "Security" and as each such Security is described from time to time on Exhibit A hereto, the "Property");

WHEREAS, the Property is, or upon issuance will be, 100% beneficially owned by the Beneficial Owner;

WHEREAS, the title holder of the Property will be one or more trusts established by and maintained by Nominee for the purposes of safeguarding the Property and providing for efficiencies with respect to tax reporting, distributions and estate planning purposes related to such Property;

WHEREAS, Beneficial Owner wishes to engage Nominee as its limited agent to safeguard and provide certain limited services with respect to the Property held in trust; and

WHEREAS, the Beneficial Owner and the Nominee wish to establish a nominee relationship upon the terms and conditions, and for the limited purposes, set forth in this Nominee Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in this Nominee Agreement, the parties agree as follows:

1. Appointment. The Beneficial Owner hereby appoints the Nominee to act as nominee for the Beneficial Owner, to serve in such capacity until the appointment and authority conferred shall be revoked, for the limited purpose of causing to be held, and holding, in the name of the Nominee alone, title to the Property beneficially owned by the Beneficial Owner and acquired by the Nominee for the benefit of Beneficial Owner or otherwise conveyed to the Nominee pursuant to this Nominee Agreement in accordance with the directions of the Beneficial Owner, with power and authority limited to registering and holding the Property in the Nominee name, and otherwise acting with respect to the Property in accordance with the instructions of the Beneficial Owner, as provided in this Nominee Agreement or as may be given by the Beneficial Owner from time to time. In the context of investments made on or after the date hereof, the Beneficial Owner hereby directs the Nominee to acquire, on behalf of the Beneficial Owner, any Security that the Beneficial Owner subscribes for directly from the issuer thereof in the name of

the Nominee. The Beneficial Owner acknowledges and agrees that it shall pay the aggregate subscription amount due in respect of any such Security at the time and in the manner contemplated in the related subscription agreement, and that the Nominee will have no obligation to make any payments on behalf of the Beneficial Owner in respect of its acquisition of any Security. The Beneficial Owner acknowledges and agrees that the issuer of a Security may have the right to reject the Beneficial Owner's subscription for any given Security, and that the Nominee will have no liability for the failure of any Security to be issued pursuant to any subscription entered into by the Beneficial Owner, and the Beneficial Owner waives, to the fullest extent permitted by law, any claims of any kind it may have against the Nominee for executing any documents on behalf of, or for the benefit of the Beneficial Owner pursuant to this Agreement and agrees that the Nominee will have no liability (whether direct or indirect) to the Beneficial Owner in respect of any claim or to any person asserting a claim on behalf of or in right of the Beneficial Owner.

2. Acceptance. The Nominee hereby accepts the appointment described in Paragraph 1 above, upon the terms and conditions set forth in this Nominee Agreement and will always faithfully and promptly carry out and observe the instructions of the Beneficial Owner regarding the acquisition, holding of title to or otherwise acting with respect to the Property of the Beneficial Owner transferred to the Nominee hereunder and with respect to the Property. The Nominee acknowledges that it shall have no right or authority to act with respect to the Property, except upon the instructions of the Beneficial Owner.

3. Revocation. The Beneficial Owner may, at any time, in their absolute discretion, terminate this Nominee Agreement in whole or in part; provided, however, that no such termination will be effective with respect to any Property the transfer of which is restricted by contract, law, edict or otherwise ("Restricted Property") unless consented to by the issuer thereof (including by blanket consent). To be effective, any such termination shall be in writing, signed by the Beneficial Owner and delivered to the Nominee in accordance with the provisions of Paragraph 13 hereof with instructions for the return of the Property to the Beneficial Owner or their designee without consideration.

4. Custody of Property. Throughout the term of this Nominee Agreement, the Property will be held in the custody of the Nominee and the Nominee will take all actions reasonably necessary to assure the safekeeping of such Property. In taking any action with respect to the Property, the Nominee shall be acting solely as the agent and nominee of the Beneficial Owner. Property shall include any funds, securities, or other assets acquired through the benefit of holding the Securities (including by conversion of any convertible, exchangeable or redeemable Security (collectively "Convertible Instruments")).

5. No Beneficial Interest. The Nominee's sole function during the term of this Nominee Agreement shall be to hold nominal legal title to the Property for the benefit of the Beneficial Owner under and subject to the Beneficial Owner's instructions. If third parties may require that they be furnished with documents executed by the Nominee as such holder of legal title to the Property, the Beneficial Owner shall prepare such documents, and the Nominee shall execute such documents in accordance with the Beneficial Owner's instructions. The Nominee shall have no discretionary authority to exercise any control over the Property, except as set forth herein, it being expressly understood that the Nominee shall have no real interest in the Property,

except to perform ministerial tasks at the instructions of the Beneficial Owner. The Nominee acknowledges that the Beneficial Owner is, and during the entire term of this Nominee Agreement shall remain, the true and actual owner of the Property. The Nominee and the Beneficial Owner hereby acknowledge and agree that, with respect to the Property, the Beneficial Owner will have the rights of an entitlement holder under Article 8 of the Uniform Commercial Code as in effect in the State of South Dakota. Neither the Nominee nor any officer, director, employee, or shareholder of the Nominee will have or claim any beneficial interest whatsoever in the Property nor any right to vote on matters that relate to the Property. Further, the Nominee will not hold itself out as having, or represent to any person that it has, any beneficial interest whatsoever in the Property. Notwithstanding the foregoing, with respect to Property that consists of shares of stock of a domestic or foreign corporation or other entity, the Nominee may, if so, instructed by the Beneficial Owner, register such shares on the books of the issuing entity in the Nominee's name alone, without indication of any nominee or other fiduciary capacity.

6. Instructions From the Beneficial Owner. Pursuant to the written (including electronic form) instructions of the Beneficial Owner, the Nominee will promptly execute and deliver all contracts, consents, assignments, powers of attorney, resolutions, proxies, waivers, disclaimers, and other instruments, general or specific, affecting or relating to the Property; provided, however, that the Beneficial Owner hereby provides standing instructions to the Nominee to consent to the conversion of any Convertible Instrument provided, further, and for the avoidance of doubt, while the Nominee shall consent to any other instrument that requires consent for conversion thereof it shall not do so without written instructions from the Beneficial Owner if such conversion consent is tied to an amendment or change in terms to the Convertible Instrument. Immediately upon receipt by the Nominee, the Nominee will transmit all funds received with respect to the Property to the Beneficial Owner, together with an accounting therefor, and will deliver to the Beneficial Owner all correspondence, notices, invoices, proxies, certificates, and other documents received with respect to the Property.

7. Signatures Required. The signature of the Beneficial Owner, as contemplated in this Nominee Agreement will be sufficient to bind the Nominee for all purposes of this Nominee Agreement, including, without limitation, the sale, assignment, pledge, hypothecation, or other transfer, encumbrance, or disposition of the Property.

8. Indemnification. The Beneficial Owner will, at all times, hold harmless and indemnify the Nominee and each of the officers, directors, attorneys, and employees of the Nominee from and against any and all costs, expenses, damages, claims, demands, and liabilities of every kind of character that relate to the Property and may arise out of this Nominee Agreement or the performance of the duties imposed by this Nominee Agreement, or that may be incurred with respect to the Property or with respect to any acts or omissions directed by the Beneficial Owner; provided, however, that the foregoing indemnification will not apply to costs, expenses, damages, claims, demands, and liabilities that may arise or be imposed upon the Nominee or any officer, director, attorney or employee of the Nominee by reason of that person's intentional misconduct or gross negligence.

9. Binding Effect. This Nominee Agreement will inure to the benefit of and bind the parties and their respective successors and assigns.

10. Counterparts. This Nominee Agreement may be signed in any number of counterparts, each of which shall be an original and all of which together shall constitute one instrument. This Nominee Agreement may be executed by signatures, electronically or otherwise, delivered by email, and a copy hereof that is properly executed and delivered by a party will be binding upon that party to the same extent as an original executed version hereof.

11. Governing Law. This Nominee Agreement shall be construed in accordance with and governed by the laws of the State of South Dakota. Any dispute concerning the terms or enforceability of this Nominee Agreement shall be brought in a court subject to the jurisdiction of the State of South Dakota.

12. Notices. All notices demands, consents, elections, offers, requests or other communications (collectively, a "notice") required or permitted hereunder shall be in writing and shall be deemed effective upon delivery as follows: (a) if to the Beneficial Owner, when sent via email to the email address below or otherwise on record for the Beneficial Owner and (b) if to Nominee, when sent via email to legal@bitgo.com. Any such notice, in either case, must specifically reference that it is a notice given under this Nominee Agreement.

13. Termination. This Nominee Agreement may be terminated by (i) the Nominee at any time by providing the Beneficial Owner with not less than ten days advance written notice and (ii) the Beneficial Owner if the Nominee is in material breach of this Nominee Agreement or with respect to any registered Property, by providing the Nominee with not less than ten days advance written notice. Upon termination, the Nominee will execute all documents reasonably necessary to resign as Nominee and to transfer legal title ownership of the Property to the Beneficial Owner or their designee provided, however, any Restricted Property will be transferred to a qualified successor to the Nominee, as determined in the Nominee's reasonable discretion unless allowed by Paragraph 3 of this Nominee Agreement.

IN WITNESS WHEREOF, the Nominee and the Beneficial Owner have adopted this Nominee Agreement to be effective as of the date first written above.

BENEFICIAL OWNER	**BITGO TRUST COMPANY, INC.**
Signature:	Signature:
Name:	Name:
Title:	Title:
Email for Notices:	

EXHIBIT E

Video Transcript

Video Transcripts

MintWorks Holdings Inc.

Form C — Offering Statement under Regulation Crowdfunding

This exhibit contains the transcripts of the videos published in connection with the Issuer's offering on the Republic platform, as required for video materials included with the offering. It covers six videos: Videos 1–3 as published on YouTube, and Videos 4–6 as furnished by the Issuer.

Video 1

Video identification

Title	A message from Mintworks' CEO
Channel	MintWorks (YouTube)
URL	https://www.youtube.com/watch?v=z7_CYLlDtRc
Duration	1 minute, 59 seconds
Description	"A message from Mintworks' CEO about how democratizing the finance is so important to average investors."
Speaker	Saeed (Sam) Talari, Founder and Chief Executive Officer

Transcript

[0:00] Hi, I'm Sam Talari, founder and CEO of MintWorks. Let me ask you a question. Why are everyday investors locked out of so many private opportunities? For decades, the wealthy get access to the highest yielding investments like private equity and private credit while everyone else gets the leftovers. Private markets are still too exclusive, too slow, and too expensive.

[0:17] Why do private investments still require massive minimums and endless paperwork? Ownership should work like the internet. The problem isn't a lack of demand. The problem is friction.

[0:36] At MintWorks, we believe better investing starts with better access.

[0:41] What if private investing worked with lower minimums and zero friction? That is exactly what we built. We provide the essential software engine that traditional financial businesses use to turn real world assets into digital shares. We automate the heavy lifting, the compliance, the legal rules, and the distributions all in the background.

[0:59] Why should it take months to move an investment position? With our platform, it doesn't. And this isn't just a concept on a whiteboard. The MintWorks enterprise infrastructure is fully built, secure, and ready for businesses to deploy right now.

[1:16] We don't sell tokens. We sell the picks and shovels.

[1:21] We charge businesses an upfront setup fee, a predictable monthly software subscription, and a small percentage on every transaction. And as our clients grow, our revenue grows right alongside them. The future isn't more hype. It's infrastructure.

[1:39] So, we are officially opening our funding round on Republic that everyday investors can get in early, right alongside our institutional backers.

[1:49] Don't just watch the $16 trillion financial revolution happen. Own the technology powering it.

Video 2

Video identification

Title	MintWorks Investor Presentation Q1 2026 Republic
Source	YouTube
URL	https://youtu.be/0308cQTV1yA
Duration	13 minutes, 11 seconds
Format	Narrated presentation

Transcript

[0:00] Welcome to our presentation on the engine for real world assets. Today we'll explore innovative solutions transforming tangible assets into digital opportunities. Let's dive into the future of asset management. Welcome to our presentation. Today we'll explore the agenda starting with the $19 trillion tokenization revolution and its timely significance.

[0:24] The financial services system is outdated, limiting accessibility with high minimums causing illiquidity with long lock-in periods, and operational inefficiencies with cumbersome paperwork. There's a lack of transparency, economic tolls from multiple fees, and numerous intermediaries, all contributing to inefficiencies. Traditional capital markets need an upgrade.

[0:47] Tokenization represents the next evolution in capital markets. Following milestones like NASDAQ's launch and electronic trading, it enables 24/7 global trading, fractional ownership, and instant settlement. MintWorks offers the infrastructure to support this transformation, marking a shift from the digital to the tokenization era.

[1:08] Traditional value chains are costly and restrictive with limited market access and delayed settlements. MintWorks transforms this by democratizing origination, expanding distribution, enabling 24/7 trading, and using blockchain for automatic clearing and instant settlement. This shift enhances accessibility and efficiency in the financial markets.

[1:30] Tokenized securities revolutionize capital raising with smart contracts, enhancing liquidity and accessibility through fractional ownership. They offer 24/7 market access, instant settlement, and operational efficiencies like self-executing dividends. Transparency is ensured via secure ledgers, reducing economic tolls and eliminating intermediaries for faster direct ownership.

[1:51] Global financial markets, including the 128 trillion bond and 109 trillion equity markets, are primed for tokenization. This shift brings finance onchain, enabling trade date plus zero settlement and fractional ownership. Smart contracts automate workflows, reducing friction with programmable compliance and unlocking new features beyond traditional systems.

[2:18] RWA tokenization is experiencing a 564% growth from 2022 to 2025, outpacing the total crypto and stable coin markets. Key catalysts include the Securities and Exchange Commission's regulatory clarity and the GENIUS Act in

the United States, the European Union's distributed ledger technology pilot regime, and markets in crypto assets framework. Globally, stable coin adoption and blockchain integration are accelerating this growth.

[2:51] Analysts predict significant growth in tokenized real world assets with projections ranging from $2 trillion by McKinsey to $30 trillion by Standard Chartered by 2034. MintWorks is strategically positioned to capitalize on this multi-t trillion opportunity by developing the necessary infrastructure.

[3:08] The total addressable market for tokenized real world assets is projected to reach $19 trillion by 2033, according to Boston Consulting Group and Ripple. BlackRock's chief executive officer highlights tokenization as the next market generation. McKinsey estimates $2 trillion4 trillion by 2030 while Citibank projects $5 trillion in tokenized digital securities by 2030.

[3:38] Governments globally are establishing frameworks for digital securities. In the United States, the Securities and Exchange Commission's project crypto and regulations like Regulation D support digital assets. The European Union's markets in crypto assets and Asia-Pacific's initiatives such as Singapore's Monetary Authority of Singapore are leading the way. These efforts provide regulatory clarity and support for tokenization and digital asset custody.

[4:03] Institutional giants like BlackRock and Goldman Sachs are developing tokenization products. Regulatory clarity from Securities and Exchange Commission and Markets in Crypto Assets supports digital securities. Technology is mature with enterprise ready layer 2 chains and smart contracts. Blockchain settlement costs are under 0.01 compared to 50 plus for traditional methods. Over 100 million crypto wallet holders are seeking real world asset exposure.

[4:30] MintWorks Holdings Inc. is a digital securities platform likened to Shopify for ownership shares. We tokenize real world assets into compliant digital shares, managing legal setup, investor verification, compliance, and trading. Founded in 2024, we're preede raising $5 million targeting a $19 trillion market by 2033 with a software as a service, assets under management, and transaction fee model.

[4:52] MintWorks is led by Sam Talari III, a seasoned entrepreneur with over 35 years of experience, having taken three companies public. Dr. Olga Krynina, our chief marketing officer, brings a doctor of philosophy in marketing science to drive datadriven strategies. We plan to hire a chief financial officer and chief compliance officer with expertise in public reporting and digital asset regulation post series A.

[5:26] MintWorks offers a comprehensive regulated platform for tokenization, asset servicing, and distribution. It supports issuers like real estate and startups through a tokenization engine, smart contracts, and multi-chain deployment. Asset servicing includes transfer agent services and compliance, while distribution features a secondary marketplace and decentralized finance integrations catering to both retail and institutional investors.

[5:52] MintWorks is extensively integrated within the digital asset ecosystem. It supports over five public blockchains including Ethereum and Polygon for seamless token operations with four top tier custodians like Fireblocks and six decentralized finance platforms such as a mint works ensures robust asset safeguarding and liquidity. Additionally, three broker integrations enhance market depth in the competitive landscape of tokenization service providers.

[6:16] Key players include Securitize, Polymath, tZERO, and Tokeny. Asset managers like BlackRock, Franklin Templeton, and WisdomTree have in-house capabilities, but are not direct competitors. Issuers such as Ondo Finance and Maple Finance engage in regulatory arbitrage. MintWorks stands out as a neutral full stack white label infrastructure provider.

[6:44] MintWorks stands out with a full stack white label platform supporting over five chains. It offers a low $100 minimum investment, built-in compliance, and automated distributions. Unlike competitors, it targets both small and medium-sized business and enterprise clients with transaction costs under 0.01. Features like secondary market trading and a developer application programming interface, software development kit further enhance its competitive edge.

[7:14] MintWorks revolutionizes investing by lowering the entry barrier to $100, offering a 24/7 marketplace and providing real-time visibility through a live dashboard. It eliminates lengthy paperwork, making the process digital and accessible to everyone, not just wealthy investors. This democratizes investment opportunities, welcoming small investors and enabling buy or sell anytime.

[7:44] Our growth strategy focuses on the crypto market first, then traditional finance. Short-term, we aim to penetrate the $4 trillion crypto market by expanding assets under management, launching new funds, and offering tokenized securities. Medium-term, we target the $400 trillion plus traditional finance market, growing the user base with crypto separately managed account products and enabling liquidity through tokenization.

[8:08] Tokenization of public securities is transforming stocks and exchange traded funds. MintWorks acts as a neutral asset tokenization layer, partnering with transfer agents and enabling crypto platforms to become super apps. Issuers gain global access and increased engagement while investors benefit from self-custody, peer-to-peer transfers, and collateral pledging in the crypto economy.

[8:32] Our go-to market strategy begins with direct sales to investment firms and pilot clients in real estate and venture capital. We offer a free tier for developers and focus on content marketing. In the expansion phase, we partner with law firms, launch a white label program and integrate major custody providers. Finally, we scale with geographic expansion and enterprise application programming interface partnerships.

[8:58] The MintWorks revenue model focuses on tokenization and asset servicing. It includes integration fees for blockchain protocol setup, maintenance fees for ongoing optimization, and tokenization software as a service fees for smart contract management. Asset servicing involves transfer agent software as a service for security services, assets under management based fees that grow with managed assets, and fund admin fees for net asset value calculations and compliance.

[9:29] The current tokenization landscape includes approximately $4 trillion in crypto and $300 billion in stable coins with $25 billion in real world assets. By 2026, Mint Works aims for $200 million assets under management. Long-term, there's a $400 trillion traditional finance opportunity with potential for $150 billion assets under management, positioning Mint Works as a key infrastructure layer.

[9:52] By 2026, Mint Works aims to contract Jack 15 asset managers and administer chapter 50 funds, onboarding 5,000 investors. Long-term the goal is while 500 asset managers and Chhata 5,000 funds with 500,000 plus investors. Growth drivers include transfer agent revenue, fund administration fees, assets under management based fees, and cross-ell opportunities, enhancing revenue through a unified investor experience.

[10:23] Our financial projections show significant growth from 2026 to 2030. Revenue is expected to increase from $1.2 2 million to $320 million with a gross margin rising to 85%. Assets under management is projected to grow from $200 million to $150 billion. Earnings before interest, taxes, depreciation, and amortization will improve from $3 million to $112 million, and client numbers will expand from 15 to 1,500.

[10:59] In 2026, Mint Works anticipates significant growth opportunities above the base case. Key areas include tokenization with increased value in tokenized securities and public equities and asset servicing focusing on contractual growth and expanded investor services. Assumptions for 2026 include a $5 trillion crypto market, a $135 billion tokenized securities market and $500 million average assets under management.

[11:30] Mint Works allocates 15% of capital to a dual digital asset treasury holding Bitcoin and Ethereum. This strategy hedges against fiat debasement and generates yield through Ethereum staking. Institutional-grade custody ensures security while enhancing shareholder value through modified net asset value premium.

[11:54] Mint Works will allocate the $1.2 million raised over 12 months as follows. 35% to engineering and product for platform development and security audits. 20% to sales and marketing for direct sales and conferences. 15% to digital asset treasury for Bitcoin and Ethereum reserves. 13% to compliance and legal and 17% to operations, general and administrative and reserve.

[12:20] Mint Works implied market cap is $34.8 million based on a recent series A preferred stock sale. The intellectual property valuation ranges from $29 million to $40 million supporting the $34.8 million valuation at 0.15 per share. Key assets include the Mint Works platform and treasury operating system with extensive code bases and advanced features.

[12:43] Invest in MintWorks at $0.15 per share with a minimum investment of $1,000. We're raising $1.2 million, offering simple agreement for future equity agreements. Shares convert at initial public offering or major funding, and investors are prioritized if the company is sold. The offering window is April 2026.

Video 3

Video identification

Title	The End of the Paper Trail How Blockchain is Rewiring Finance
Source	YouTube
URL	https://youtu.be/S_rDLPEzUq0
Duration	4 minutes, 48 seconds
Format	Narrated presentation

Transcript

[0:00] We send data across the globe in milliseconds. But try to send a financial asset and the system suddenly feels like it's running on dialup. If you buy a public stock today, it takes a full business day, a process known as T+1 settlement for the cash and the actual ownership to officially exchange hands.

[0:16] Move away from public stocks into alternative assets like private equity or commercial real estate and the system grinds to a halt. These investments often require multi-million dollar minimums and physically lock up your capital for up to a decade. This sluggish, friction-heavy architecture acts as a massive barrier. It keeps everyday investors locked out of the exact wealth-b buildinging assets that institutional players use to compound their capital.

[0:49] That friction exists because of the hidden plumbing of modern markets. A single trade has to pass sequentially through brokers, clearing houses, central depositories, and manual compliance officers. This entire labyrinth is essentially a digitized version of a centuries old paper legacy. We still rely on transfer agents and manual ledgers to verify who owns what, exactly like we did when we handed over physical paper certificates.

[1:10] Which raises a question? What if you could strip away those middlemen entirely and program the rules of finance directly into the asset itself? Building a more efficient market requires a foundational upgrade to the underlying plumbing of the financial system itself.

[1:28] Tokenization creates a digital certificate of ownership for a real world asset recorded on a blockchain. It provides a permanent immutable record of value that moves as easily as an email. The old way forces trades through disjointed third parties, adding fees and hours. Tokenization introduces the atomic swap. Digital cash is sent and a smart contract instantly releases the asset tokens simultaneously. If one side fails, the entire trade simply cancels.

[1:58] This technology relies on a decentralized ledger. The simultaneous exchange runs 24/7 on weekends and holidays with zero human oversight. Programmable code replaces the reliance on manual middlemen.

[2:08] This technology must still operate within the law. If an asset is a security off-chain, it is still a security onchain, subject to the same investor protection requirements. The difference is programmable compliance. Instead of a human compliance officer manually reviewing documents, smart contracts physically block transactions if a buyer fails to meet hard-coded know your customer and anti-moneyaundering legal requirements.

[2:37] This unlocks fractionalization. The platform realy divides a $100,000 property into $10,10 digital tokens. The smart contract automatically collects rent and proportionately distributes the yield directly into the token holders digital wallets. No property manager cutting checks.

[2:53] Major institutions are already testing this at scale. Platforms like Kinexys by JPMorgan are exploring ways to solve the friction in private equity by automating capital calls and creating liquid secondary markets for decadel long investments. By programming the assets, traditionally rigid and exclusive investments become accessible everyday financial tools.

[3:10] The financial sector projects the market for these tokenized assets could hit 11 trillion by the year 2030. Wall Street titans like BlackRock are deploying billions of dollars on chain, trading blockchain as a core component of future institutional infrastructure.

[3:26] But extreme efficiency brings a new side effect, transparency. Traditional private equity relies on volatility laundering, hiding the day-to-day price swings of an asset. Realtime liquidity removes that shield, forcing managers to confront price discovery every hour of the day. This shift also concentrates immense power into the hands of those who manage the digital ledger.

[3:55] Organizations like the World Economic Forum have championed tokenization as a way to reshape global economics, but their involvement raises a critical concern. We may be trading an analog system of control for a digital one governed by a small circle of institutional stakeholders. The same code that makes markets more accessible also makes them more susceptible to centralized oversight at a scale we've never seen.

[4:21] Ultimately, tokenizing an asset doesn't alter its underlying value. A tokenized skyscraper is still a skyscraper. It simply upgrades the vehicle of ownership. Just as the internet decentralized and accelerated the flow of information across the globe, blockchain technology is doing the exact same thing to financial value. The tokenization upgrade is dismantling the exclusive analog economy to build a frictionless programmable financial future.

Video 4

Video identification

Title	Not titled — video file furnished by the Issuer
Source	Video file provided by the Issuer, received November 13, 2026
Duration	1 minute, 47 seconds
Format	Narrated video (tokenization explainer referencing BlackRock's tokenized fund activity)

Transcript

[0:00] The man who controls $14 trillion just said this moment reminds him of the internet in 1996. And he's already buying across an entire supply chain that most people don't even know exists. Let us explain. Think about a share of Apple. You probably own some. Maybe through your brokerage, maybe through your retirement account. Somewhere in the background, there is a piece of paper that says, You own a slice of the company. That share is asleep. It sits in a drawer. It cannot move without a broker. When you want to sell it, you call someone,

[0:30] pay a fee, and wait two days for the money to settle. It is like a landline telephone plugged into one wall, doing only one thing. Now watch what happens when that same share gets tokenized. It stops being a piece of paper and becomes a line of code. It lives on a ledger that never closes. That landline upgrades to a smartphone. You can hold it, move it, and trade it from anywhere on earth at three in the morning. No broker, no closing bell. The moment it is digital, it can travel.

[0:57] Between blockchains and wallets, in seconds, it can trade. Not on an exchange that closes at 4 o'clock, but on a block chain exchange that runs 24 hours a day. This is where BlackRock did something almost nobody expected. They took one of their own tokenized funds and listed it on Uniswap. Then they invested in the exchange's own token. The largest asset manager on earth now owns a piece of a block chain exchange built by a guy in his 20s. And once that share is tokenized, it can work. It can

[1:27] be used as collateral to borrow against or lent out to earn yield. A sleeping share becomes active capital. This is the pipeline. Tokenization is an entire economy being built on top of assets you already own. And at every stage, there is a business collecting a fee. Fink isn't predicting this. He's positioning like it's already here.

Video 5

Video identification

Title	Not titled — video file furnished by the Issuer
Source	Video file provided by the Issuer, received November 13, 2026
Duration	1 minute, 14 seconds
Speaker	Saeed (Sam) Talari, Founder and Chief Executive Officer

Transcript

[0:00] People ask me, Sam, how do you run a company with just two people? Here's the thing. We don't have two people. We have two people and AI. MintWorks is built as an AI first company. AI isn't just writing our code. It runs our entire operation. Engineering. AI builds, tests, and maintains our platform. Sales and business development. AI generates prospect lists, drafts outreach, and prepares pitch materials. Marketing. AI creates investor documents, brochures, presentations,

[0:31] and campaign content. HR and legal. AI drafts contracts, employment agreements, and compliance documents. Finance. AI produces IP valuations, financial models, and investor reporting. Customer support. AI generates onboarding docs, runbooks, and technical guides. This is the future of how companies operate. McKinsey reports that almost all companies are now investing in AI, but very few have reached maturity in deploying it across their

[0:58] business. MintWorks is already there. Two people plus AI built a platform that would normally take 20 plus employees and millions of dollars in development cost. That's not a weakness. It's proof that our approach works, and it means your

[1:11] investment goes to growth, not payroll.

Video 6

Video identification

Title	Not titled — video file furnished by the Issuer
Source	Video file provided by the Issuer, received November 13, 2026
Duration	1 minute, 29 seconds
Format	Animated narrated video (tokenization and securities settlement)

Transcript

[0:00] Wall Street has a $300 trillion problem, and they've already found the solution. Let us explain. When you buy a stock, it takes two days to settle. In a world where you can send money instantly, Wall Street is still running on tech from the 1970s. That means billions locked up, trades crawl, and middlemen take a cut at every step. Blockchain fixes this. And before you scroll, this isn't about Bitcoin. Give us 30 seconds. Stocks on a blockchain settle in seconds, not days.

[0:30] They trade 24/7 globally. No delays and no middlemen. And this isn't theory. BlackRock's tokenized fund has $600 million in it right now. Franklin Templeton has $400 million. JPMorgan moves billions in repo transactions on

their own blockchain daily. The institutions aren't waiting for permission anymore. They're building. Now here's what most people are missing. These pilots are just the beginning. The total addressable market isn't billions.

[0:58] It's $300 trillion in global securities. Stocks, bonds, real estate, private equity, all of it can be tokenized. And once it is, it needs infrastructure, blockchains to run on, exchanges on those blockchains and custody solutions. That infrastructure already exists. It's been stress-tested for over a decade. People are still debating whether crypto is real. Meanwhile, Wall Street is quietly moving the entire system onto it. The transition is happening now.

[1:27] Follow. We're tracking it closely.

Provenance statement

Videos 1–3 were transcribed from the videos' caption tracks as published on YouTube: Video 1 captured November 12, 2026; Videos 2 and 3 captured November 13, 2026. Videos 4, 5 and 6 were transcribed from the audio of video files furnished by the Issuer on November 13, 2026, using automated speech recognition. Caption and recognition segments have been joined into sentences and paragraphs without altering the spoken words; the spelling of proper names spoken in the videos (including Sam Talari; MintWorks; Olga Krynina; McKinsey; BlackRock; Standard Chartered; Citibank; Ondo Finance; tZERO; JPMorgan Kinexys) is conformed to the correct spellings, which the automated caption and recognition tracks rendered phonetically. Other apparent caption artifacts in figures and wording are reproduced as captured. Timestamps mark the start of each paragraph in the video.

Exhibit E v3 — prepared November 13, 2026. Supersedes Exhibit E v2 (November 13, 2026), which covered Videos 1–5. This version adds Video 6, furnished by the Issuer on November 13, 2026, completing the set of videos included in the offering materials as furnished by the Issuer.

EXHIBIT F
Testing the Waters Communications

MintWorks Holdings Inc.

Form C — Offering Statement under Regulation Crowdfunding
This exhibit is filed pursuant to 17 CFR 227.201(z) and contains the written communications used by the Issuer to test the waters under 17 CFR 227.206 prior to the filing of the Form C.
Contents

Item 1 — The Issuer's reservation campaign page on the Republic platform (OpenDeal Portal LLC dba Republic), https://republic.com/mintworks, live from April 30, 2026. Full text of the page as published, captured November 12, 2026. Images published on the page are noted in place as [Image].

Item 2 — Campaign updates posted to the campaign page (see schedule in Item 2).

Item 1 — Reservation campaign page, https://republic.com/mintworks

Page title: "Reserve Mintworks — Republic"

Leadership

3 IPOs in the rearview mirror with 35+ years of executive experience
Mintworks is led by CEO/CTO Sam Talari III, who brings over 35 years of entrepreneurial and executive experience. He's taken three companies from zero to IPO (Infrax Systems, Nuvus Corp, CB Scientific) with a combined peak market cap exceeding $630 million. He also brings over 20 years of SEC and FINRA experience.
[Image] [Image]

Opportunity

Tokenization could become a $30 trillion opportunity by 2030
Trillions of dollars across bonds, equities, real estate funds, and other asset classes are locked inside slow, expensive legacy systems that exclude most of the world's population. Many companies, especially small- and medium-sized businesses, have no way to offer assets within this system.
Enter digital ownership, which is quickly gaining institutional momentum. Projections for this market could reach up to $30 trillion by the early 2030s according to British multinational bank, Standard Chartered.
Favorable regulatory developments across the U.S., Europe, and Asia are accelerating the shift. Major institutions like BlackRock, JPMorgan, and Goldman Sachs are already building in this space, validating the market direction. [Image]

Problem

Most investors are priced out of prime opportunities
Traditional investing is broken in several interconnected ways:
High minimum investments (often $50,000+) lock out roughly 95% of would-be participants
Once committed, capital is typically illiquid for up to 10 years
Weeks of legal paperwork are required
Multiple middlemen extract fees
Little to no transparency for investors waiting months for basic updates
The infrastructure is outdated, expensive, and structurally biased toward institutions and wealthy investors, leaving the majority of people unable to participate in investments that build generational wealth.
[Image]

Solution

Real-world asset platform lets companies tokenize any asset for just $100
MintWorks' software lets any company convert real-world assets into fractional digital shares that can be bought, sold, and tracked online, starting at $100.
Their holistic platform handles:
Legal setup and share creation to KYC/AML compliance

Automated profit distribution
Secondary market trading
Mintworks works across over 5 blockchain networks and integrates with major players in custody, stablecoins, and brokerage. The platform is designed to serve the full market, from small fund managers to large banks, under one unified, compliance-embedded platform.
[Image]

Growth Plan

Win in Crypto, expand to Wall Street
MintWorks has a clear roadmap: start with companies that understand the value of cryptocurrency, then expand to traditional businesses that realize the potential for growth in digital assets.
[Image]

Business model

Diversified revenue streams leading to a projected $320 million in revenue in four years
MintWorks generates revenue through four complementary streams:
One-time setup fees when clients onboard
Recurring monthly SaaS subscription fees
Percentage of assets under management
Smaller service fees for payments, tax reporting, and investor tools
[Image]
This diversified structure means revenue compounds as the number of clients and volume of assets on the platform grow. Projected financials show revenue climbing $320 million in 2030, with profit margins expanding from 60% to 85% as the fixed-cost infrastructure supports a growing client base.

Competitive Landscape

Miles ahead of single-focus businesses fragmenting the digital assets industry
The tokenization market is fragmented into three:
Companies like Polymath, Securitize, and tZERO that build software for other businesses
Giant financial firms building their own digital investment products, such as BlackRok, Franklin Templeton, and WisdomTree
Crypto token creators (Ondo Finance, Maple, Backed) creating tradeable tokens
MintWorks is the only holistic solution that offers everything in one place: [Image]

Traction

Platform + management system is already built
MintWorks has already developed two distinct software products:
The core tokenization platform, valued at up to $28 million
Treasury OS, an AI-powered treasury management system, valued at up to $12 million
The combined IP value stands at up to $40 million.
[Image]
Near-term targets include up to 10 pilot clients and 5,000 investors onboarded in 2026, with a phased go-to-market strategy covering direct sales, white-label partnerships, and eventually a broker-dealer license and alternative trading system.

Vision and strategy

Rebuilding capital markets on rails designed for the next century of finance.
MintWorks Holdings, Inc. is building fully compliant end-to-end infrastructure for tokenization and lifecycle management of real-world assets — a unified operating system that vertically integrates capital formation and asset management. The platform replaces transfer agents, fund administrators, and compliance officers with a single programmable stack. Tokenization is the foundation, but the addressable market extends well beyond capital raising.
The existing financial system was built in the paper era and retrofitted for electronic trading. It depends on dozens of intermediaries — transfer agents, fund administrators, custodians, compliance officers, broker-dealers, clearing firms — each one a manual, human-operated checkpoint that adds cost, latency, and error. Tokenization is not about "putting stocks on a blockchain." It is about rebuilding the entire lifecycle of a security — issuance, compliance, distribution, settlement, servicing, secondary trading — on programmable rails that execute compliance at the protocol level, 24/7/365, with zero bypass paths.
MintWorks is the only vertically integrated platform that handles issuance, compliance (seven-check gating across KYC, AML, sanctions, PEP, accreditation, token whitelist, and jurisdiction), capital raising, fixed-income servicing,

and a compliance-gated secondary market in a single system. Every other player covers one or two layers. We cover all of them.

Our Three-Phase Strategy

• Phase 1 — Land (Q1–Q2 2026): Direct sales to investment firms. Five to ten pilot clients in real estate and venture capital. Free developer tier. Thought-leadership content and industry conference presence.
• Phase 2 — Expand (Q3–Q4 2026): Law firm and advisor partnerships. White-label program for regional banks. Startup equity tokenization vertical. Integration with major custody providers.
• Phase 3 — Scale (2027 and beyond): Developer ecosystem and marketplace. Geographic expansion into EU and APAC. Enterprise API partnerships. Build toward IPO readiness.

Why This Works

Three independent forces are converging: regulatory clarity (SEC engagement, EU MiCA, ERC-3643 adopted as Ethereum's security-token standard), institutional demand (BlackRock's BUIDL fund, JPMorgan Onyx, Goldman GS DAP), and a 40–65% cost reduction versus traditional securitization. The tokenization market is projected to reach $11–19 trillion by 2030. We enter at the inflection point with the only production-grade, vertically integrated stack in market.

Impact

Opening private markets to everyone. Cutting issuance costs by 40–65%. Giving ownership its native digital form.

For Issuers — Access to Capital Without the Middleman Tax

A traditional private placement can cost $500,000 to $2,000,000 in legal, transfer-agent, fund-administration, and broker-dealer fees before a single dollar is raised. MintWorks collapses that stack into a software license. Issuers keep more of what they raise, close faster, and reach global investors through a compliant, white-labeled portal. Enterprise deal range validated at $490,000 to $740,000 in Year 1 per issuer — a fraction of the cost of the legacy approach.

For Investors — Liquidity, Fractional Access, and Self-Custody

Private securities have historically been illiquid, opaque, and restricted to the wealthy. Tokenized securities on MintWorks can be held in self-custody wallets, transferred peer-to-peer between eligible investors, pledged as collateral, and traded on a compliance-gated secondary market. Minimum investment sizes drop. Settlement moves from T+2 to near-instant. Ownership becomes transparent and verifiable on-chain.

For the Capital Markets System

• **Programmable compliance.** Seven-check gating — KYC, AML, sanctions, PEP, accreditation, token whitelist, jurisdiction — enforced at every transfer, deposit, swap, and settlement, with zero bypass paths and a 48-hour timelock on any disable action.
• **24/7/365 markets.** Traditional securities trade roughly 1,680 hours per year. Tokenized securities on MintWorks trade 8,760 hours per year.
• **Instant, atomic settlement.** T+0 delivery-versus-payment replaces the two-day settlement cycle that still creates systemic risk in traditional markets.
• **Auditable by design.** Every transaction is cryptographically signed, timestamped, and permanently recorded — a regulator's dream compared to the paper trails of legacy finance.

By the Numbers

Metric	Value
Target market (tokenized RWAs by 2030)	$11–19 trillion
Issuance cost reduction vs. traditional securitization	40–65%
Compliance checks enforced at every transfer	7
Bypass paths in the compliance layer	0
Hours of market availability per year	8,760 (vs. 1,680 in TradFi)

Funding

Most investors in a company like this never get to know where every dollar came from, or where every dollar is going. You do. Here it is — in plain English.

What we've raised so far

MintWorks Holdings, Inc. was incorporated in Delaware on September 18, 2025 (originally as DDAT Holdings Inc., renamed to MintWorks Holdings Inc. on February 18, 2026). From founding through the date of this campaign, we have raised a combined total of approximately $575,000 in cash and brought in $500,000 of intellectual property through non-cash equity contributions.

Here is every prior financing transaction — no hidden rounds, no sidecar vehicles:

Date	What was issued	Amount	How it was used	Exemption
Sept 2025	Founder Equity (Class A Common)	$75,000	Organization services (non-cash)	4(a)(2)
Oct 2025	IP Contribution (Class A Common)	$500,000	IP assigned by CEO (non-cash)	4(a)(2)
Oct 2025	Seed Common Stock	$350,000	Working capital, digital asset treasury	Reg D 506(c)
Dec 2025	Series A Preferred	$25,000	Working capital	Reg D 506(c)
Jan 2026	Series A Preferred	$25,000	Working capital	Reg D 506(c)
Jan 2026	Series A Preferred	$150,000	Working capital	Reg D 506(c)
Mar 2026	Series A Preferred	$25,000	Working capital	Reg D 506(c)
Total cash raised	— across 5 Reg D 506(c) closings —	**$575,000**		

What this means in practice

The team built the platform first. Of the $575,000 in outside cash raised to date, roughly $335,000 is still on our balance sheet as of March 31, 2026 — $137,449 in cash across three Chase accounts and $325,945 in digital asset reserves (primarily Bitcoin, Solana, Monad, and USDC). The rest has been invested in the platform, the legal infrastructure, the engineering audits, and the team salaries that got us to the commercial launch point.

The CEO contributed the core IP, not cash. On October 8, 2025, our CEO Saeed Talari assigned the MintWorks, TreasuryOS, and FintechOS software platforms to the Company in exchange for 250,000,000 shares of Class A Common Stock, at a Board-determined value of $500,000 ($0.002 per share). An independent third-party valuation, commissioned separately, valued the combined IP at $29–40 million using standard replacement-cost methodology. This is disclosed in full in the Form C — we are not hiding the related-party transaction, and the SAFE instrument you would be purchasing is junior to no one on the cap table except standard creditor claims.

What we're raising now

This Republic campaign is one of two parallel offerings we're running right now. We want you to understand both, so nothing is hidden.

Offering 1 — This Republic campaign (Regulation Crowdfunding)

Security	**Series 2026 SAFE (Simple Agreement for Future Equity)**
Minimum investment	**$100**
Maximum investment per investor	$124,000 (subject to Reg CF annual limits based on your income & net worth)
Target raise (must hit to close)	**$50,000**
Maximum raise	**$1,200,000**
Valuation cap (pre-money)	**$50,000,000**
Discount	**20% off the next priced round**
Conversion trigger	Our next priced equity round of $6,000,000 or more — at that point, your SAFE converts into shares
Offering deadline	90 days after Form C qualification
Where your money is held	Escrow until the $50,000 target is met; custody by Brassica Trust Company LLC thereafter
Your right to cancel	Up to 48 hours before the offering deadline — full refund, no questions asked

Offering 2 — Parallel Reg D 506(c) round (accredited investors only)

At the same time, we are also raising up to $5,000,000 in Series A Preferred Stock from accredited investors only, under Rule 506(c) of Regulation D. That offering is legally separate from this one — it is not on Republic, and only investors who meet the SEC's accredited-investor income and net-worth requirements can participate.
Why you need to know this: If that parallel round is successful, accredited investors will receive Preferred Stock with a liquidation preference that is senior to your SAFE. That's not unusual — it's how most startup cap tables work — but

we want you to see it, not discover it in a footnote. The Form C spells this out in the Risk Factors section, and we recommend you read it before investing.

What the money will do

This is the exact use-of-proceeds table from our Form C. We show it two ways — what happens if we hit only the $50,000 target, and what happens if we hit the full $1,200,000 maximum — because the allocation changes materially at scale.

Category	% at $50K	$ at $50K	% at $1.2M	$ at $1.2M
Intermediary (Republic) fees	24%	$12,000	7%	$84,000
Engineering & Product	20%	$10,000	**33%**	**$396,000**
Sales & Marketing	10%	$5,000	**19%**	**$228,000**
Digital Asset Treasury (BTC/ETH)	0%	$0	14%	$168,000
Compliance & Legal	20%	$10,000	12%	$144,000
Working Capital & Operations	26%	$13,000	15%	$180,000
Total	**100%**	**$50,000**	**100%**	**$1,200,000**

In plain words, what each bucket actually means

Engineering & Product — $10K to $396K. Hiring engineers, running independent security audits on our smart contracts, integrating additional blockchain networks, and scaling our infrastructure so we can support enterprise clients without it breaking. The platform is working today; this is what it takes to make it work at scale.

Sales & Marketing — $5K to $228K. Sales salaries, conference attendance, content marketing, digital advertising. A working platform without a sales team is just expensive software. This is what turns the product into revenue.

Digital Asset Treasury — $0 to $168K (max raise only). If we hit the maximum $1.2M, we allocate 14% to BTC and ETH reserves, held through regulated institutional custodians (Coinbase Prime). ETH staking generates 4–5% annual yield. This is a balance-sheet strategy, not speculation — and you should know that digital asset prices are volatile, which we disclose as a risk factor.

Compliance & Legal — $10K to $144K. SEC filings, state-level securities filings, ongoing legal counsel, transfer-agent registration, KYC/AML infrastructure, and external accounting reviews. Being in the securities business means constant legal work.

Working Capital & Operations — $13K to $180K. CEO and CMO salaries ($10K/month each per their employment agreements), software subscriptions (Replit, cloud hosting, AI tools), bookkeeping, office and administrative costs, and a contingency reserve.

Intermediary Fees — $12K minimum to $84K. Republic gets the greater of 7% of what's raised or $12,000. They also receive 2% of the total securities issued. This is standard for Reg CF crowdfunding and is disclosed on every deal.

Why the $50M valuation cap

This is the question every smart retail investor asks — and it's the right question. A $50M valuation cap on a SAFE means that if we later raise a big, priced round at, say, $200M, your shares are priced as if you paid in at $50M. That's meaningful upside — but only if the $50M is a reasonable starting point in the first place. Here's why we think it is.

Reason 1 — The IP alone was independently valued higher

We commissioned an independent valuation of the software platforms the CEO contributed to the Company. Using the industry-standard COCOMO II replacement-cost methodology (the same model large enterprises use to value internally developed software), the analysis found:

Asset	Independent valuation range
MintWorks tokenization platform	**$19,000,000 – $28,000,000**
TreasuryOS digital asset management platform	**$10,000,000 – $12,000,000**
Combined IP value	**$29,000,000 – $40,000,000**

So the **software alone** — before we count the team, the regulatory work, the customer pipeline, or the market position — supports a valuation in the range of $29M to $40M. The $50M cap is a reasonable premium above that to account for the operating business, regulatory progress, and market timing.

Reason 2 — It's priced in line with our most recent priced round

In March 2026, we sold Series A Preferred Stock to accredited investors at **$0.10 per share**. Based on 348,208,083 total shares outstanding at that price, the implied market capitalization of MintWorks is approximately **$34,800,000**.

The $50M SAFE cap reflects a premium on top of that most-recent priced round to account for the platform progress and digital asset treasury growth since March — and to leave meaningful upside for you, the SAFE investor, if we execute well.

Reason 3 — The CEO has done this before
Saeed (Sam) Talari, our CEO and Founder, has taken three companies from $0 to IPO in his career. That's over $430M in combined IPO market capitalization created, plus 25+ years of SEC and FINRA experience, plus 10,000x ROI on prior crypto and blockchain investments. Most pre-seed founders can't credibly claim they know how to get a company public. This one has done it three times.

Things about this round you should also know
Why we're being explicit about these

Under the securities laws, material information must be disclosed. These items are all in the Form C — but retail investors don't always read 80-page SEC filings. So, we're putting the most important flags right here, on the campaign page, where you'll actually see them.

1. Going-concern qualification. Our independent accountants' review of our 2025 financials includes a "going concern" qualification, which means they formally noted substantial doubt about our ability to continue operations without additional capital. This is normal for a development-stage startup with no revenue, but you should know it's in the record.
2. CEO voting control. We have a dual-class stock structure. Our CEO holds Class B Common Stock with 10 votes per share, giving him approximately 96% of the total voting power. SAFE holders have no voting rights before conversion, and upon conversion your votes will be exercised by a designated Lead voting consistently with the CEO's direction. If you invest, you're trusting the CEO's judgment on corporate decisions.
3. Related-party IP transfer. The core IP was contributed by the CEO to the Company at a $500,000 Board-determined value, without an independent third-party appraisal at the time of contribution. The independent $29–40M valuation was commissioned after the fact. The SEC does not require pre-contribution appraisal, but the related-party nature of the transaction is a disclosed item.
4. No revenue yet. MintWorks has not yet generated revenue. We are a development-stage company. Our financial projections depend on successful commercial launch and customer acquisition, neither of which is guaranteed.
5. Digital asset treasury volatility. Approximately 32% of our assets are digital assets (BTC, SOL, MON, USDC). We recognized approximately $29,000 in unrealized losses on these through December 31, 2025, and approximately $66,000 in cumulative unrealized losses through March 31, 2026. Crypto prices can decline sharply in short periods.

One final thing

Most pre-seed companies offer retail investors glossy decks and a low minimum and call it a day. We are giving you the same level of detail a Series A venture capital fund would demand in due diligence — because it's your money, and because the securities laws require honesty, and because we think you can handle it.
If you're still interested after reading this section, please read the full Form C on this campaign page and the SAFE agreement before investing. If anything in this section doesn't match the Form C, the Form C governs — and please flag it to us, because that would be our mistake to correct.
Invest only what you can afford to lose. Read everything. Then decide.

Founders

A team that has built, scaled, and taken public companies before — now building the infrastructure layer for the next trillion dollars of assets.

Sam Talari III — Chief Executive Officer & Chief Technology Officer
35+ years in enterprise software. Three IPOs. Over $630 million in combined market capitalization across prior ventures. Sam has led engineering and product organizations through full lifecycles from seed to public listing, with deep expertise in financial infrastructure, distributed systems, and regulated technology. At MintWorks, he is the architect of the vertically integrated platform and the chief technologist responsible for the 26-smart-contract, zero-vulnerability codebase.
Sam's focus on MintWorks: platform architecture, smart-contract security, engineering culture, and the technical roadmap for ZK compliance, multi-chain deployment, and fixed-income servicing.

Dr. Olga Krynina — Chief Marketing Officer
PhD in Marketing Science. Olga brings academic rigor and applied go-to-market experience to one of the most complex demand-generation challenges in fintech: selling a category-defining infrastructure product to issuers, institutions, and developers simultaneously. Her work at MintWorks combines quantitative market research, narrative strategy, and enterprise sales enablement.
Olga's focus on MintWorks: investor narrative, brand positioning, content strategy, and the full-funnel go-to-market engine that will scale from 5 pilot clients to 50+ paying issuers.

Key Hires on the Roadmap

Chief Financial Officer — Post-Series A. Public-company CFO track preferred, given IPO trajectory.
Chief Compliance Officer — Post-Series A. Securities law background, broker-dealer or transfer-agent experience.
VP of Sales — Enterprise fintech sales leader to own the path from 5 to 50 paying issuers.

Summary

Right now, the best investments in the world are off-limits to you.
Think about it. The richest people you know — they don't just own stocks. They own pieces of apartment buildings. They own shares of private companies before those companies go public. They own farmland, warehouses, venture capital funds, private credit.
You can't touch any of that.
Your 401(k) holds public stocks and bonds. Maybe an index fund. That's it. If you want to buy into an office building in Miami, you need **at least $250,000** and a phone call to a broker who won't return it. If you want to back a startup before it IPOs, you need to already be rich — the accredited investor rule requires $200,000 in income or $1 million in the bank.
The system was built this way on purpose. Private investments — the kind that have historically beaten the stock market — have always been walled off for the wealthy. Everyone else gets the leftovers.
That wall is about to fall. MintWorks is the company building what replaces it.
What this means for your life
Imagine the world five years from now.
You want to invest in real estate.
Instead of scraping together $50,000 for a down payment on a rental property, you open an app and buy $200 worth of shares in a downtown office building in Austin. You own a real, legal piece of it. Every month, the rent hits your account automatically. If you want to sell, you tap a button.
You want to back the next Uber before it goes public.
Today, that's impossible unless you're already wealthy. In the new system, the startup offers a portion of its shares to regular people. You buy $500. If the company IPOs at 20x what you paid, that's $10,000 — the kind of upside that was reserved for Silicon Valley insiders for forty years.
You want your savings to earn real income.
Private credit — lending money to mid-sized companies at 8–12% — has been a favorite of pension funds and billionaires for decades. In the new system, you can put $1,000 into a private credit fund and earn the same rates they do. No middleman taking 2% off the top.
You want to actually hold what you own.
Right now, your broker holds your stocks. You get a statement. In the new system, your ownership is yours — held in your own digital wallet if you want, with your name on it, transferable the way you transfer money on Venmo. If your broker goes bankrupt, your assets aren't stuck in their pile.
This isn't science fiction. The biggest asset managers in the world — BlackRock, JPMorgan, Franklin Templeton — have already moved billions of dollars onto this new system in the last 18 months.
Why now? Because the rails are being laid today
Every major shift in finance comes from the same pattern: new rails get built, then the whole market migrates onto them.
When NASDAQ launched in 1971, it digitized stock trading. Before that, every trade involved paper, runners, and trading floors. The people who built NASDAQ became the backbone of modern markets.
When Charles Schwab made online trading cheap in the 1990s, it brought millions of regular people into the stock market for the first time. The company that built those rails became a household name.
What's happening now is bigger than either of those.
The rails for private investments are being built right now.
Real estate, private companies, investment funds, private credit — the entire trillion-dollar world of private markets — is being rebuilt on modern software. When it's done, you'll be able to own pieces of almost any asset from your phone, with the same ease as buying a stock on Robinhood.

This market is projected to grow from **$25 billion today to over $11 trillion by 2030**. That's not a typo. That's a **440x expansion** in six years.

MintWorks is building the underlying infrastructure. The software. The plumbing. When an office building gets tokenized, when a startup offers shares to regular people, when a private credit fund opens up to small investors — a platform like ours handles the legal work, the compliance, the payments, the marketplace.

We are not selling you a piece of any one building or fund. We are selling you a piece of the company that makes all of it possible.

The big idea, in one sentence

Shopify doesn't sell t-shirts — it sells the software that lets a million small businesses sell t-shirts. MintWorks doesn't sell buildings or stocks — we sell the software that lets anyone issue, sell, and trade ownership in anything.

When this shift happens — and it is happening — the platforms that power it will be among the most valuable companies of the decade. The same way Shopify's stock went up more than 50 times over in the e-commerce wave, the companies that power the tokenization wave stand to capture enormous value.

You are not investing in a building. You are not investing in a startup. You are investing in the machine that will process the next trillion dollars of both.

What you actually get if you invest

You're buying	**A piece of MintWorks — the company building this infrastructure. Legally: a SAFE, which converts into real shares when we raise our next big round.**
Your price advantage	You get a 20% discount off whatever future investors pay, capped at a $50 million company valuation. Whichever gives you more shares is what you get.
Your cash flow	None yet. Startups reinvest. You make money if the company grows and either gets acquired, goes public, or raises a big round at a higher valuation — that's when your SAFE turns into shares worth more than you paid.
If things go badly	Startups can fail. You could lose everything you invest. That's the honest truth. Invest only what you can afford to lose.
If things go well	A successful infrastructure company in a trillion-dollar emerging market can be worth 50x to 500x its seed valuation. We're not promising that. We're saying: that's the shape of the opportunity.

The honest truth about risk

We're not going to sugarcoat this. Startups are risky. Most of them fail. If you invest $500 in MintWorks, here are the realistic possibilities:

You lose it all. The most common outcome for any single startup investment. The company runs out of money, pivots badly, or gets outcompeted. Your SAFE becomes worth nothing.

You roughly break even. MintWorks survives but doesn't become a category leader. Gets acquired for a modest amount. You get your money back, maybe a little more.

You make a small multiple. MintWorks grows into a solid business, raises a bigger round at $200M or $500M, or gets acquired. Your $500 becomes $2,000 to $5,000.

You hit the long-shot. MintWorks becomes the Shopify of tokenization. Goes public. Your $500 becomes $25,000 or more. This is rare. But it's what early investors chase.

We believe the probability is skewed toward the better outcomes because the platform is already built, audited, and running. Most startups at this stage are still figuring out if their idea works. We know ours does — we just need to grow the customer base. But belief is not certainty.

Only invest money you can afford to lose entirely. This should never be your rent money, your emergency fund, or money earmarked for something important.

Why this round, why now

Most people never get the chance to invest in a company like this at this stage. Not because they couldn't afford it — a Republic investment is smaller than a new phone. But because deals like this have historically been restricted to venture capitalists and wealthy insiders.

Regulation Crowdfunding changed that. You can now invest in private companies the same way Silicon Valley does — at the beginning, before the valuation has multiplied, before the category is obvious.

The tokenization wave is early. The infrastructure is being built. The rules are getting clearer. The biggest money in the world is moving in. You can either watch the next transformation of finance from the sidelines or own a piece of the company building it.

The minimum is small. The risk is real. The upside is asymmetric. Read the offering materials. Decide for yourself.

Before you invest

Read the full Form C and all risk factors on this campaign page. Understand that you could lose your entire investment. MintWorks is not your financial or legal advisor — if you're unsure, talk to someone who is. Only invest what you can afford to lose.
[Page footer: Republic, 149 Fifth Ave, New York, NY 10005]

Item 2 — Campaign updates posted to the campaign page

The Issuer posted updates to the campaign page during the testing-the-waters period. The updates were submitted to the Intermediary in September 2026 and, following the Intermediary's compliance review, were approved for posting on October 30, 2026 and are published on the campaign page (updates dated October 28, 2026), with the testing-the-waters disclaimer provided by the Intermediary displayed with the updates. The updates as published form part of the campaign page communications reproduced in Item 1's source page as maintained by the Intermediary.

Schedule of update communications:

#	Submitted	Published on campaign page	Channel
1	September 2026	October 28, 2026 (approved October 30, 2026)	Republic campaign page update
2	September 2026	October 28, 2026 (approved October 30, 2026)	Republic campaign page update

Exhibit F v1 — prepared November 12, 2026.