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:

sGold Technology Inc.

Legal status of Issuer:

Form:

Corporation

Jurisdiction of Incorporation/Organization:

Delaware

Date of Organization:

July 31, 2026

Physical Address of Issuer:

395 County Road, Suite 6, Southampton, NY 11968

Website of Issuer:

https://sgold.technology

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:

At the conclusion of the Offering, the Issuer will pay the Intermediary a cash fee equal to the greater of (A) $15,000.00 or (B) the amount determined pursuant to the following schedule: (1) zero percent (0%) of any amounts raised in the Offering up to $100,000.00, and (2) six percent (6%) of any amounts raised in the Offering exceeding $100,000.01 but not exceeding $5,000,000.00.

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:

50,000

Price (or Method for Determining Price):

$1.00

Target Offering Amount:

$50,000

Oversubscriptions Accepted:

☑ Yes
☐ No

Oversubscriptions will be Allocated:

☐ Pro-rata basis
☐ First-come, first-served basis
☑ Other: At the Intermediary's discretion

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

$1,500,000

Deadline to reach the Target Offering Amount:

March 24, 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:

2

	Period from inception (July 31, 2026)*	Prior fiscal year-end (not applicable)*
Total Assets	$0	n/a
Cash & Cash Equivalents	$0	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)	$0	n/a

*Issuer's financial statements are as of July 31, 2026, which is the date of inception of the Issuer.

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 Islands

sGold Technology 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. PROSPECTIVE INVESTORS 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 $50,000 (the "**Target Offering Amount**") and up to a maximum amount of $1,500,000 (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 $250 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 March 24, 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.

Early Bird Allocation

The Issuer intends to offer a lower valuation cap to Investors whose investment commitments are accepted early in this Offering. The first $175,000 in aggregate Purchase Amounts accepted by the Issuer in this Offering (the "**Early Bird Allocation**") will be allocated on a first-come, first-served basis by reference to the date and time at which the Issuer accepts each investment commitment, as recorded by the Intermediary. Each Investor whose investment commitment is accepted at a time when the Early Bird Allocation has not been fully subscribed (an "**Early Bird Investor**") will receive a Security having a Post-Money Valuation Cap of $13,500,000 rather than $15,000,000 with respect to the portion of its Purchase Amount that falls within the Early Bird Allocation (the "**Early Bird Purchase Amount**"). The aggregate Early Bird Purchase Amounts will not exceed $175,000. If the acceptance of an investment commitment causes the aggregate Purchase Amounts accepted in this Offering to exceed the Early Bird Allocation, only the portion of that investment commitment equal to the unsubscribed portion of the Early Bird Allocation will be an Early Bird Purchase Amount and the balance of that investment commitment will have a Post-Money Valuation Cap of $15,000,000. No investment commitment accepted thereafter will be that of an Early Bird Investor. For example, if the Issuer has accepted investment commitments totaling $160,000 and then accepts an investment commitment of $25,000, $15,000 of that investment commitment will be an Early Bird Purchase Amount and the remaining $10,000 will have a Post-Money Valuation Cap of $15,000,000. An investment commitment that is cancelled, rejected or otherwise not funded will be disregarded for purposes of the Early Bird Allocation, and the amount so disregarded will again be available to investment commitments accepted thereafter in the order in which they are accepted. The Issuer will record each determination, including the amount of any Early Bird Purchase Amount, in its books and records and will notify the Investor and the Custodian of that determination at or promptly following the applicable closing. All Securities are offered at the same price. The Early Bird Allocation affects only the Post-Money Valuation Cap applicable to all or a portion of a Security and, accordingly, the number of shares issuable upon conversion of that Security, as described under "The Securities" below. The Early Bird Allocation is not one of the Intermediary's special investment programs.

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, BitGo Bank & Trust, N.A. (the "**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 a pro rata beneficial interest (based on the amount invested) subject to the terms the Instrument (attached as Exhibit B), Custody Agreement (attached as Exhibit C), and Omnibus Nominee Trust Agreement (attached as Exhibit D). Securities sold in this Offering will be deposited into a custodial account ("**Custodial Account**") with BitGo Bank & Trust, N.A., who will serve as the custodian, nominee, and legal record holder (the "**Custodian**" or "**Nominee**"). In order to receive Securities from this Offering, Investors will be required to establish, or verify that they already have, an account with the Custodian. The legal title to the Securities purchased by the Investor in this Offering will be held in the name of a trust established by and maintained by the Nominee for the purposes of safeguarding the Securities and providing for efficiencies with respect to tax reporting, distributions and estate planning purposes related to the Securities pursuant to the terms and conditions of the Omnibus Nominee Trust Agreement attached hereto as Exhibit D.

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/sgold (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 next sale (or series of related sales) by the Issuer of its Capital Stock to one or more third parties resulting in gross proceeds to the Issuer of not less than $2,000,000 cash and cash equivalent (each an "**Equity Financing**"), the Securities will convert automatically into shares of the securities issued in such Equity Financing upon the closing of the Equity Financing. The Series Seed Financing (as defined under "*Liquidity and Capital Resources*") will not constitute an Equity Financing, and gross proceeds received in the Series Seed Financing will not be counted toward the $2,000,000 threshold. Accordingly, the Securities will not convert in the Series Seed Financing and will remain outstanding following its completion.

If an Investor's Purchase Amount includes both an Early Bird Purchase Amount and an amount that is not an Early Bird Purchase Amount, the Investor's Security will be treated, for purposes of the conversion and payment provisions described below, as two separate Securities, one having a Purchase Amount equal to the Early Bird Purchase Amount and a Post-Money Valuation Cap of $13,500,000 and the other having a Purchase Amount equal to the balance and a Post-Money Valuation Cap of $15,000,000.

Conversion Upon an Equity Financing Event

Upon an Equity Financing, the Investor will receive the number of securities equal to the greater of the quotient obtained by dividing the amount the Investor paid for the Securities (the "**Purchase Amount**") by (a) or (b) immediately below:

(a) the quotient of $15,000,000, or $13,500,000 in the case of an Early Bird Purchase Amount (the "**Post-Money 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, all Simple Agreements for Future Equity, including the Securities (collectively, "**SAFEs**"), and all convertible promissory notes, together with all shares of capital stock reserved for future issuance under any equity incentive or similar plan, but excluding any increase to that reserve made in connection with the Equity Financing and the securities issued in the Equity Financing;

OR

(b) the product of (i) the lowest price per share of the securities sold in such Equity Financing and (ii) ninety percent (90%), reflecting a ten percent (10%) discount to such price.

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 (each of these events, a "**Liquidity Event**") before the Securities terminate, the Investor will automatically be entitled to receive, immediately prior to or concurrently with the consummation of the Liquidity Event and subject to the liquidation priority described below, a portion of the proceeds equal to the greater of (i) the Purchase Amount, subject to the following paragraph (the "**Cash-Out Amount**"), or (ii) the amount payable on the number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price (the "**Conversion Amount**"). The "Liquidity Price" is the quotient of the Post-Money Valuation Cap divided by the Liquidity Capitalization, each as defined in the Security. The Investor has no election between the Cash-Out Amount and the Conversion Amount and will receive the greater of the two.

In connection with the payment of the Cash-Out Amount, 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, the holders of other SAFEs and the holders of any Preferred Stock (collectively, the "**Cash-Out Investors**") in full, then all of the Issuer's available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to the full payments that would otherwise be due to them.

"**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.

"**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.

Conversion Upon a Commercial Milestone

In addition to conversion upon an Equity Financing and a Liquidity Event, the Securities will convert automatically, and not at the election of the Issuer or the Investor, upon the occurrence of both of the following (together, the "**Commercial Milestone**"): (i) the Commercial Launch and (ii) the achievement of $25,000,000 of Gold AUM, in each instance, as confirmed by the board of directors of the Issuer in accordance with the procedures described below. Upon the Commercial Milestone, the Investor will receive the number of shares of Common Stock equal to the Purchase Amount divided by the quotient of (a) the Post-Money Valuation Cap divided by (b) the Fully Diluted Capitalization, as defined in the Security, determined as of immediately prior to such conversion and substituting the

date of such conversion for the date of the Equity Financing in that definition. Conversion upon the Commercial Milestone will be effected at the Post-Money Valuation Cap and will not reflect the discount described above.

"**Commercial Launch**" means the date on which both of the following have occurred: (a) Gold Tokens, representing ownership interests in allocated physical gold held in vaulted custody with approved third-party custody or vault providers, are commercially available for eligible customers to purchase and sell through the sGold platform; and (b) settlement tokens are commercially available for eligible customers to purchase and sell through the platform designated for such settlement tokens. Commercial Launch will therefore be deemed to have occurred only when both conditions have been met.

"**Gold AUM**" means, as of any date of determination, the aggregate U.S. dollar market value of physical gold recognized, recorded and administered, as assets under management within the sGold digital infrastructure and held with approved third-party custodians or vault providers, valued using the LBMA Gold Price PM in U.S. dollars published for such date of determination or, if no LBMA Gold Price PM is published for such date, the most recently published LBMA Gold Price PM.

The $25,000,000 Gold AUM threshold will be achieved when Gold AUM equals or exceeds $25,000,000 as of the close of business (New York City time) on any business day and, once achieved, will be deemed satisfied. The Commercial Milestone shall be deemed to have occurred on the first date on which both the Commercial Launch has occurred, and Gold AUM has reached at least $25,000,000. The board of directors of the Issuer will confirm the occurrence of the Commercial Milestone based on the Issuer's records, the records of the applicable third-party custodians or vault providers, and published LBMA Gold Price PM records. Notice shall be delivered to the holder and Custodian within five (5) business days following such confirmation.

Dissolution

If there is a **Dissolution Event** (as defined below) or a Liquidity Event before the Securities terminate, the Investor's right to receive its Cash-Out Amount from the proceeds legally available for distribution will be: (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) on par with payments for other SAFEs, whether this Series or otherwise, and/or Preferred Stock, and if the applicable proceeds are insufficient to permit full payments to the Investor and such other SAFEs and/or Preferred Stock holders, the applicable proceeds will be distributed pro rata to the Investor and such other SAFEs and/or Preferred Stock holders in proportion to the full payments that would otherwise be due; and (iii) senior to payments for Common Stock. The Investor's right to receive its Conversion Amount in a Liquidity Event will be on par with payments for Common Stock and for other SAFEs and Preferred Stock receiving Conversion Amounts or proceeds on a similar as-converted to Common Stock basis, and junior to the payments described in clauses (i) and (ii) above (in the case of clause (ii), to the extent such payments are Cash-Out Amounts or similar liquidation preferences).

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, (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.

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 title holder of the Securities will be a trust established by and maintained by Nominee for the purposes of safeguarding the Securities and providing for efficiencies with respect to tax reporting, distributions and estate planning purposes related to the Securities. Pursuant to the terms of the Omnibus Nominee Trust Agreement (attached as Exhibit D), Investors are engaging Nominee as its limited agent to safeguard and provide certain limited services with respect to the Securities held in trust. Investors are appointing Nominee to act as nominee for the Investors, to serve in such capacity until the appointment and authority conferred is revoked, for the limited purpose of causing to be held, and holding, in the name of Nominee alone, title to the Securities beneficially owned by the Investors and

acquired by Nominee for the benefit of Investors or otherwise conveyed to Nominee in accordance with the directions of the Investors, with power and authority limited to registering and holding the Securities in Nominee's name, and otherwise acting with respect to the Securities in accordance with the instructions of the Investors, as provided in the Omnibus Nominee Trust Agreement or as may be given by the Investors from time to time. The Nominee will have no right or authority to act with respect to the Securities, except upon the instructions of the Investors. An Investor may, at any time, in its absolute discretion, terminate the Omnibus Nominee Trust Agreement in whole or in part; provided, however, that no such termination will be effective with respect to any Securities the transfer of which is restricted by contract, law, edict or otherwise unless consented to by the Issuer thereof (including by blanket consent). Nominee's sole function during the term of the Omnibus Nominee Trust Agreement will be to hold nominal legal title to the Securities for the benefit of the Investors under and subject to the Investor's instructions.

Voting and Control

Neither the Securities **nor the securities issuable upon the conversion** of the Securities have voting rights unless otherwise provided for by the Issuer. In addition, to facilitate the Offering SAFE Investors being able to act together and cast a vote as a group, to the extent any securities acquired upon conversion of the Securities confer the holder with voting rights (whether provided by the Issuer's governing documents or by law), the Chief Executive Officer of the Issuer (the "**Lead**") will act as proxy on behalf of Investors in respect of instructions relating to the Securities. The Lead is an officer of the Issuer, is not independent of the Issuer and may have interests that differ from those of the Investors.

The Issuer does not have any voting agreements in place.

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

Anti-Dilution Rights

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

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

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

If a transfer, resale, assignment or distribution of the Security should occur prior to the conversion of the Security or after, if the Security is still held by the original purchaser directly, the transferee, purchaser, assignee or distributee, as relevant, will be required to sign an Omnibus Nominee Trust Agreement (attached as Exhibit D).

Other Material Terms

- The Issuer does not have the right to repurchase the Securities.
- The Securities do not have a stated rate of return. Upon a Liquidity Event or a Dissolution Event, the Securities carry a liquidation priority under which the Cash-Out Amount is junior to the Issuer's outstanding indebtedness and creditor claims, on par with other simple agreements for future equity and any preferred stock, and senior to the Common Stock. In those circumstances the Securities are intended to operate in the same manner as non-participating preferred stock. This description is qualified in its entirety by Section 1(d) of the Security.
- The Issuer cannot determine if it currently has enough capital stock authorized to issue upon the conversion of the Securities, because the amount of capital stock to be issued is based on the occurrence of future events.
- Any provision of the Securities may be amended, waived or modified (i) by the Issuer at the direction of the Lead, without the consent of any Investor, provided that no such amendment may reduce any Investor's Purchase Amount, increase the Post-Money Valuation Cap or the Discount Rate (as defined in the Security) applicable to any Investor's Security or alter any determination of an Early Bird Purchase Amount, or (ii) by the Issuer with the written approval of Investors holding more than a majority of the aggregate outstanding Purchase Amounts. Any such amendment will bind all Investors, whether or not they consented to it or received notice of it.
- Disputes arising under the Securities will be resolved by final and binding arbitration administered by the American Arbitration Association, seated within 25 miles of the Issuer's principal place of business. Investors may be unable to bring claims in court or to participate in a class action.

COMMISSION AND FEES

Cash Commission

At the conclusion of the Offering, the Issuer will pay the Intermediary a cash fee equal to the greater of (A) $15,000.00 or (B) the amount determined pursuant to the following schedule: (1) zero percent (0%) of any amounts raised in the Offering up to $100,000.00, and (2) six percent (6%) of any amounts raised in the Offering exceeding $100,000.01 but not exceeding $5,000,000.00.

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.

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 not have enough authorized capital stock to issue shares of common stock to investors upon the conversion of any security convertible into shares of our common stock, including the Securities.

Unless we increase our authorized capital stock, we may not have enough authorized common stock to be able to obtain funding by issuing shares of our common stock or securities convertible into shares of our common stock. We may also not have enough authorized capital stock to issue shares of common stock to investors upon the conversion of any security convertible into shares of our common stock, including the Securities.

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 and results of operations could be materially and adversely affected.

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

We are dependent on our board of directors, executive officers and key personnel. 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 personnel 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.

We have not commercially launched our platform and do not currently generate revenue.

The sGold platform has not been commercially launched, the Issuer has no customers and the Issuer is pre-revenue. Each of the commercial activities described in this Form C, including digital administration, transaction processing, ownership-related recordkeeping and integration and institutional technology services, is prospective. Commercial launch depends on the completion of technology development and testing, the build-out of U.S. banking and operating infrastructure, the establishment of custodian, compliance and service-provider integrations and adequate funding. Launch may be delayed or may not occur, and following launch the platform may not achieve adoption sufficient to generate meaningful revenue.

We do not own the intellectual property on which our business depends.

The Issuer owns no registered or applied-for patents, trademarks or copyrights in any jurisdiction. The patent application underlying the core technology of the sGold platform, U.S. Patent Application Serial No. 19/395,930, is owned by Serenity Labs Holdings Inc., an affiliate of the Issuer, and the Issuer's rights in that technology, and in the software, trademarks, know-how and trade secrets comprising the licensed technology, arise solely under a licence from that affiliate that is terminable in the circumstances described below. The Issuer's brand and technology may be more difficult to protect without registered rights of its own, third parties may register or assert conflicting rights in the jurisdictions in which the Issuer intends to operate, and the patent application may never be granted or may be granted with claims narrower than those sought.

We were recently formed, have no operating history and have not generated any revenue.

The Issuer was incorporated in Delaware on July 31, 2026 and has conducted no commercial operations. It has no operating history on which an Investor can evaluate its performance, no customers and no revenue, and its financial statements cover a period from inception only. An Investor must rely on the Issuer's business plan and on the experience of its management rather than on operating results. The Issuer may never commence commercial operations or operate profitably.

Substantially all of the technology on which our business depends is licensed from an affiliate, and the termination or impairment of that license would prevent us from operating.

The Issuer's rights in the technology underlying the sGold platform arise solely under an exclusive, worldwide licence from Serenity Labs Holdings Inc., an affiliate of the Issuer, granted for a one-time licence fee of US$100 under the Master Intellectual Property and Commercial Operating Licence Agreement. The licence is perpetual unless terminated but is not irrevocable. It may be terminated by mutual agreement, on insolvency or on an uncured material breach, and on termination the Issuer would be required to cease using the licensed technology and could not operate the sGold platform. The licensor may assign the agreement to an affiliate or in a corporate reorganization, and the agreement does not provide that the licence binds a purchaser of the licensor or of the licensed assets. The technology is licensed "as is" and without indemnity against third-party intellectual property claims. Future improvements are included only to the extent the licensor makes them available, and the parties may agree in writing to an ongoing royalty. The licence was not negotiated at arm's length.

Development funding provided to our affiliate is not an investment in the Issuer and is not indicative of the value of the Issuer or the Securities.

The founders of Serenity Labs Holdings Inc., who are also the founders and current shareholders of the Issuer, have funded approximately $15,000,000 through that affiliate toward the development of the technology that is licensed to the Issuer. These amounts were not invested in the Issuer and are not reflected in its financial statements. The amount spent developing a technology is not a measure of its value or commercial prospects. The financial statements of Serenity Labs Holdings Inc. reflecting these amounts have been reviewed, but not audited, by an independent certified public accountant and are not included in this Form C.

Our officers and directors hold positions with the affiliate that licenses technology to us, which creates conflicts of interest.

The Issuer's President and Chief Executive Officer serves as President and Chief Executive Officer of Serenity Labs Holdings Inc., and a director of the Issuer who serves as its Chief Financial Officer and Chief Product Officer is a co-founder, director, treasurer and Chief Product Officer of that affiliate. These individuals owe duties to both entities and will allocate their time between them. Conflicts may arise in the administration of the license, in the allocation of technology, personnel, expenses and commercial opportunities between the entities, and in any future amendment of or dispute under the license. In addition, the Issuer's Treasurer and Head of Operations and Implementation serves as Chief Executive Officer of Contentra, Inc., the lender under the Contentra Loan, and may have interests in the funding, administration, amendment, enforcement or repayment of the Contentra Loan that differ from those of the Issuer and Investors. In his capacity as Treasurer, he acts under the authority and at the direction of the Issuer's board of directors and does not independently approve or determine the terms of any transaction with Contentra, Inc. The Issuer has not adopted procedures for the approval of related-party transactions by disinterested directors, and no independent director serves on its board.

We have only two full-time employees and depend on a small number of individuals.

The Issuer has two full-time employees and is supported by directors, officers and operating-team professionals who are not included in that headcount. The loss of any of these individuals, or the inability to attract additional technical, compliance, finance and operating personnel as the Issuer moves from development into commercial operations, would materially harm the business. None of these individuals is subject to an employment agreement with the Issuer that guarantees continued service, and the Issuer maintains no key person life insurance.

We do not maintain any insurance, including directors' and officers' liability insurance.

The Issuer holds no insurance of any kind. It has no directors' and officers' liability, errors and omissions, cyber, commercial general liability or property coverage. Any claim, loss, security incident or proceeding would be borne directly by the Issuer and would reduce the funds available for its business, including the proceeds of this Offering. The absence of directors' and officers' coverage may also make it more difficult to attract qualified directors and officers.

We do not hold material regulatory licenses, and the licensing and registration requirements applicable to our platform have not been determined.

The Issuer does not presently hold material regulatory licenses. The requirements applicable to particular platform functions and jurisdictions, and to the Issuer's affiliated and third-party service providers, are still being evaluated as part of the Issuer's pre-commercial development. Depending on how the platform is ultimately configured, the Issuer's activities may implicate state money transmission licensing, registration with the Financial Crimes Enforcement Network as a money services business, Commodity Futures Trading Commission jurisdiction over transactions in gold, state and federal securities regulation of instruments representing interests in physical gold, and custody, precious-metals dealer and consumer-protection regimes. Obtaining any required authorization is costly and time-consuming, may not be obtained at all, and could require the Issuer to modify or abandon planned functionality.

The regulatory treatment of digital representations of physical gold and of tokenized real-world assets is unsettled and evolving.

The technology underlying the sGold platform relates to gold-collateralized digital dual-token systems and to ownership-related recordkeeping for physical gold. The legal characterization of tokens and digital records representing interests in physical commodities remains unsettled in the United States and abroad, and is the subject of continuing rulemaking, guidance, enforcement activity and litigation. A determination that any instrument, record or function supported by the platform constitutes a security, a commodity interest, a swap, electronic money or a payment instrument could subject the Issuer or its customers to registration, licensing, disclosure, custody, capital and conduct requirements, restrict the platform's functionality, or expose the Issuer to enforcement or private claims. Because the Commercial Launch requires that both Gold Tokens and settlement tokens be commercially available, any such determination or related regulatory restriction could delay or prevent the Commercial Milestone.

We will depend on third parties for custody, vaulting, banking, compliance and integration services that we neither own nor control.

The Issuer expects to depend on technology, cloud and cybersecurity vendors, compliance and know-your-customer providers, banking and payment providers, custodians, vault operators and integration partners. The Issuer does not itself own, hold or custody physical gold. It has not completed these arrangements, and definitive agreements are not in place for all of them. The failure, insolvency, error, security breach, regulatory restriction or non-renewal of any such provider, or the inability to contract with providers on acceptable terms, could interrupt or prevent the operation of the platform, and the Issuer may have limited recourse against any such provider.

The price of gold is volatile, and demand for gold-related technology infrastructure may not develop as we expect.

The Issuer's commercial prospects depend on activity in the physical gold market and on the willingness of financial institutions, custodians, bullion-market participants and other institutional customers to adopt new technology infrastructure for that market. The price of gold is volatile and is affected by macroeconomic conditions, monetary policy, currency movements, central bank activity and geopolitical events, none of which the Issuer controls. A sustained decline in gold prices or in transaction volumes, or slower institutional adoption than the Issuer anticipates, would reduce demand for the platform and delay or prevent revenue.

We face competition from better-capitalized digital-gold platforms, tokenization providers and established bullion-market infrastructure.

The Issuer competes with digital-gold platforms, real-world-asset tokenization providers, blockchain asset platforms and traditional gold-market infrastructure providers. Many competitors have substantially greater financial, technical, regulatory and marketing resources, established institutional relationships, existing licenses and operating histories. Competitors may replicate the functionality the Issuer intends to offer, may do so before the Issuer completes commercial launch, and may be better positioned to satisfy the diligence, compliance and operational requirements of institutional customers.

We have not completed our U.S. banking and operating infrastructure, accounting systems or internal controls.

The Issuer is in the process of establishing U.S. banking relationships and operating infrastructure and of implementing accounting, compliance, governance and internal control systems. Until those systems are in place, the Issuer is more exposed to error, misappropriation, financial misstatement and compliance failure, and its ability to onboard institutional customers and service providers, each of which will conduct diligence on those systems, may be delayed.

We have engaged a third-party advisor for incubation, advisory and media services in exchange for cash and equity compensation.

On October 26, 2026, the Issuer entered into an incubation and advisory agreement with CJN Accelerator Ltd. (the "**Advisor**"), under which the Advisor will provide incubation, strategic advisory, introduction and media services. In consideration, the Issuer agreed to pay the Advisor a cash retainer of $90,000 in installments over six months and to issue to the Advisor 451,613 shares of its common stock in two tranches over the same period, as described under "Capitalization, Debt and Ownership". The retainer is payable whether or not this Offering is successful, and the Issuer cannot assure Investors that the Advisor's services will result in customers, partners, financing or any other commercial benefit. The issuance of those shares will dilute the Issuer's existing stockholders and may dilute Investors following conversion of the Securities. Media and promotional content about the Issuer published by the Advisor or its affiliates is paid for by the Issuer, does not form part of this Form C and should not be relied on in making an investment decision. Communications made on the Issuer's behalf while this Offering is being conducted are subject to the advertising and promoter-compensation restrictions of Regulation Crowdfunding, and a failure to comply with those restrictions could result in regulatory action or claims against the Issuer.

Risk of Integration with Other Offerings.

The Issuer may conduct the Series Seed Financing or another Potential Concurrent Offering (each as defined under "*Liquidity and Capital Resources*") during or after this Offering. The Issuer intends to conduct each such offering in compliance with the exemption on which it relies and with Rule 152 under the Securities Act, under which offerings will not be integrated if each offering either is registered or qualifies for its own exemption from registration. If the Securities and Exchange Commission or a state regulator nonetheless concluded that this Offering should be integrated with another offering, the Issuer could lose the exemption relied on for one or both offerings, which could give investors rescission rights, result in regulatory action and cause the Issuer to incur additional costs. Rule 152(a)(2) under the Securities Act provides that offering materials for one offering that include information about the material terms of a concurrent offering may constitute an offer of the securities in that other offering. If offering materials for this Offering were determined to constitute an offer of securities in a Potential Concurrent Offering, or if offering materials for a Potential Concurrent Offering were determined to constitute an offer of the Securities, the Issuer could lose the exemption relied on for the affected offering. Promotional communications made on the Issuer's behalf could also be characterized as directed selling efforts in the United States for purposes of Regulation S, which would make Regulation S unavailable for any portion of the Series Seed Financing conducted in reliance on it. The Issuer may also be unable to complete a Potential Concurrent Offering on acceptable terms or at all, or may elect not to conduct one, and no Investor should rely on the availability of capital from any such offering.

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.

If a court or regulatory body with the required jurisdiction ever concluded that the Issuer may have violated state or federal securities laws in connection with a prior offering of its securities, 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 Issuer's prior issuance of securities relied on an exemption from registration.

The Issuer's only prior offering of securities was the issuance of 6,000,000 shares of Common Stock to its founders on August 12, 2026 in connection with its organization, in reliance on Section 4(a)(2) of the Securities Act. If that issuance were determined not to have qualified for an exemption from registration, the Issuer could be required to offer rescission to the holders of those shares or could be subject to regulatory action.

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 the Offering, the Issuer will pay the Intermediary a cash fee equal to the greater of (A) $15,000.00 or (B) the amount determined pursuant to the following schedule: (1) zero percent (0%) of any amounts raised in the Offering up to $100,000.00, and (2) six percent (6%) of any amounts raised in the Offering exceeding $100,000.01 but not exceeding $5,000,000.00. The compensation paid by the Issuer to the Intermediary may impact how the Issuer uses the net proceeds of the Offering.

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 have voting rights, even upon conversion of the Securities and will grant a third-party nominee broad power and authority to act on their behalf.

In connection with investing in this Offering to purchase a SAFE (Simple Agreement for Future Equity), Investors will designate the Lead (as defined above) to act as proxy on behalf of Investors with respect to instructions related to the Securities. The Lead will be entitled, among other things, to exercise any voting rights (if any) conferred upon the holder of the Securities or any securities acquired upon their conversion, and to execute on behalf of an investor all transaction documents related to the transaction or other corporate event causing the conversion of the Securities. Thus, by participating in the Offering, investors will grant broad discretion to the Lead, who is the Chief Executive Officer of the Issuer and is not independent of the Issuer, and to the Lead's agents, to take various actions on their behalf, and investors will essentially not be able to vote upon matters related to the governance and affairs of the Issuer nor take or effect actions that might otherwise be available to holders of the Securities and any securities acquired upon their conversion. Investors should not participate in the Offering unless he, she or it is willing to waive or assign certain rights that might otherwise be afforded to a holder of the Securities to the Lead and grant broad authority to the Lead to take certain actions on behalf of the investor.

The Custodian shall serve as the legal title holder of the Securities. Investors will only obtain a beneficial ownership in the Securities.

The Issuer and the Investor shall appoint and authorize the qualified third-party Custodian for the benefit of the Investor, to hold the SAFE and any securities that may be issued upon conversion thereof in registered form in the Custodian's name or the name of the Custodian's nominees for the benefit of the Investor and Investor's permitted assigns. The Custodian may take direction from the Lead who will act on behalf of the Investors, and the Custodian may be permitted to rely on the Lead's instructions related to the Securities. Investors may never become an equity holder, merely a beneficial owner of an equity interest.

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. If a transfer, resale, assignment or distribution of the Security should occur prior to the conversion of the Security or after, if the Security is still held by the original purchaser directly, the transferee, purchaser, assignee or distributee, as relevant, will be required to sign a new Omnibus Nominee Trust Agreement (attached as Exhibit D). Additionally, Investors will only have a beneficial interest in the Securities, not legal ownership, which may make their resale more difficult as it will require coordination with the Custodian.

Investors will not become equity holders unless and until an applicable conversion event occurs under the Securities or there is a change of control or sale of substantially all of the Issuer's assets. The Investor may never directly hold equity in the Issuer.

Investors will not have an ownership claim to the Issuer or to any of its assets or revenues for an indefinite amount of time and depending on when and how the Securities are converted, the Investors may never become equity holders of the Issuer. Investors will not become equity holders of the Issuer unless a qualifying Equity Financing occurs, the Commercial Milestone is achieved or another applicable conversion event occurs under the Securities. There is no assurance that any such event will occur. In certain instances, such as a sale of the Issuer or substantially all of its assets, an initial public offering or a dissolution or bankruptcy, the Investors may only have a right to receive cash, to the extent available, rather than equity in the Issuer.

Investors will not have voting rights, even upon conversion of the Securities.

Investors will not have the right to vote upon matters of the Issuer even if and when their Securities are converted (the occurrence of which cannot be guaranteed). Under the terms of the Securities, the Lead, who is the Chief Executive Officer of the Issuer and is not independent of the Issuer, will exercise voting control over the Securities. Upon conversion, the Securities will **continue** to be voted in line with the designee identified or pursuant to a voting agreement related to the equity securities the Security is converted into. For example, if the Securities are converted in connection with an offering of Series B Preferred Stock, Investors would directly or beneficially receive securities in the form of shares of Series B-CF Preferred Stock and such shares would be required to be subject to the terms of the Securities that allows a designee to vote their shares of Series B-CF Preferred Stock consistent with the terms of the Security. Thus, Investors will essentially never be able to vote upon any matters of the Issuer unless otherwise provided for by the Issuer.

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-AR 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 Securities do not have any "default" provisions upon which Investors will be able to demand repayment of their investment. The Securities convert automatically upon a qualifying Equity Financing, upon a Liquidity Event and upon the Commercial Milestone, and Investors have no right to demand conversion at any other time. Only in limited circumstances, such as a liquidity event, may Investors demand payment and even then, such payments will be limited to the amount of cash available to the Issuer.

A conversion event or liquidity event may never occur and Investors may have to hold the Securities indefinitely.

The Issuer may never conduct a future equity financing that constitutes an Equity Financing, and the Commercial Milestone may never be achieved. The Series Seed Financing will not constitute an Equity Financing. 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. If a transfer, resale, assignment or distribution of the Security should occur prior to the conversion of the Security or after, if the Security is still held by the original purchaser directly, the transferee, purchaser, assignee or distributee, as relevant, will be required to sign a new Omnibus Nominee Trust Agreement (attached as Exhibit D). The Securities are not equity interests, have no ownership rights, have no rights to the Issuer's assets or profits and have no voting rights or ability to direct the Issuer or its actions.

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.

Should the Issuer issue any convertible security and subsequently enter into a financing that would trigger its conversion rights, the converting securities would further dilute the equity securities receivable by the holders of the Securities upon a qualifying financing.

The Securities will not convert in the Series Seed Financing, and the Series Seed Financing will dilute Investors.

The Issuer may conduct the Series Seed Financing concurrently with or after this Offering. The Series Seed Financing will not constitute an Equity Financing under the Securities, regardless of the amount raised, and the Securities will remain outstanding following its completion. Purchasers in the Series Seed Financing will receive Series Seed Preferred Stock, which is expected to carry rights, preferences and privileges that the Securities and any Common Stock issued upon the Commercial Milestone will not have, which may include liquidation preferences, protective provisions, information rights and board representation. Shares issued in the Series Seed Financing will be included in the Fully Diluted Capitalization used to determine the number of shares issuable upon a later Equity Financing or the Commercial Milestone, which will reduce the percentage ownership that Investors would otherwise receive. The valuation implied by the Series Seed Financing may be lower than the Post-Money Valuation Cap, and Investors will not receive the benefit of any such lower valuation. In a Liquidity Event or Dissolution Event, holders of Series Seed Preferred Stock will share in available proceeds on par with Investors' Cash-Out Amounts, which may reduce the amounts payable to Investors.

Purchase Amounts that fall outside the Early Bird Allocation will receive a less favorable valuation cap.

Early Bird Purchase Amounts, which will not exceed $175,000 in the aggregate, will have a Post-Money Valuation Cap of $13,500,000, and all other Purchase Amounts will have a Post-Money Valuation Cap of $15,000,000. The Post-Money Valuation Cap determines the conversion price in an Equity Financing where the Post-Money Valuation Cap produces a lower price than the discount, the Liquidity Price used to calculate the Conversion Amount in a Liquidity Event and the conversion price upon the Commercial Milestone. An Early Bird Purchase Amount will therefore convert into more shares than an equal Purchase Amount that is not an Early Bird Purchase Amount whenever conversion is determined by reference to the Post-Money Valuation Cap, and the additional shares issued in respect of Early Bird Purchase Amounts will dilute all other holders, including other Investors in this Offering and the holders of Common Stock. Whether, and to what extent, an Investor's Purchase Amount is an Early Bird Purchase Amount depends on the order in which the Issuer accepts investment commitments and on the Intermediary's records, and the Issuer may reject any investment commitment in whole or in part in its sole discretion. An Investor cannot be assured at the time it makes an investment commitment that any portion of it will be an Early Bird Purchase Amount, and the Early Bird Allocation may be fully subscribed before an Investor's commitment is accepted. If an Investor's investment commitment causes the Early Bird Allocation to be exceeded, only the portion equal to the unsubscribed

portion of the Early Bird Allocation will have the $13,500,000 Post-Money Valuation Cap, and the balance will have the $15,000,000 Post-Money Valuation Cap. Neither valuation cap was established in a competitive market or by reference to the Issuer's assets, revenues or any other objective measure of value, and neither should be considered an indication of the value of the Issuer or of the Securities.

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.

In the event the Securities convert pursuant to their terms, the Securities may convert into equity securities that are materially different from the equity securities being issued to new investors at the time of conversion in many ways, including, but not limited to, liquidation preferences, dividend rights, or anti-dilution protection. Additionally, any equity securities issued at the Equity Financing Price (as defined in the SAFE agreement) shall have only such preferences, rights, and protections in proportion to the Equity Financing Price and not in proportion to the price per share paid by new investors receiving the equity securities. Upon conversion of the Securities, the Issuer may not provide the holders of such Securities with the same rights, preferences, protections, and other benefits or privileges provided to other investors of the Issuer. If the Securities convert upon the Commercial Milestone, Investors will receive Common Stock rather than Preferred Stock. Such Common Stock will rank junior to any Preferred Stock with respect to liquidation preferences and dividends.

The foregoing paragraph is only a summary of a portion of the conversion feature of the Securities; it is not intended to be complete, and is qualified in its entirety by reference to the full text of the 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 of the Issuer, including the holders of its outstanding indebtedness, have been paid in full. The holders of the Securities will then share in any remaining proceeds on par with the holders of other SAFEs and any Preferred Stock (including any Series Seed Preferred Stock issued in the Series Seed Financing), pro rata in proportion to the full payments that would otherwise be due to each, before any payment to the holders of Common Stock. 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.

Conversion upon the Commercial Milestone depends on a measure that we define and calculate, and may be less favorable to Investors than conversion in a subsequent financing.

The Securities will convert automatically upon the Commercial Launch and the achievement of $25,000,000 of Gold AUM, at the Post-Money Valuation Cap and without the benefit of the discount that would otherwise apply upon an Equity Financing. Gold AUM is a measure defined and calculated by the Issuer and is not a measure prepared in accordance with generally accepted accounting principles or audited. Although the physical gold comprising Gold AUM will be valued using the LBMA Gold Price PM, the quantity of physical gold included in Gold AUM will be determined from the Issuer's records and the records of third-party custodians or vault providers. Investors will have no right to verify the Issuer's calculation, to consent to the conversion or to elect cash instead. Conversion at the Post-Money Valuation Cap may occur at a time when the Issuer's value is lower than it would be at a later financing, and Investors may receive securities that are less favorable than those they would have received upon conversion in an Equity Financing.

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

sGold Technology Inc. is a Delaware technology operating company established to develop, commercialize and operate the sGold platform and related digital infrastructure. The Issuer supports digital administration, transaction processing, ownership-related recordkeeping and integration and technology services for physical-gold-related commercial activity in the broader ecosystem. Physical gold is not intended to be owned, held or custodied by the Issuer.

The Issuer conducts business in the United States and is in a pre-commercial stage. Its rights in the technology underlying the sGold platform arise under an exclusive, worldwide technology license from Serenity Labs Holdings Inc., an affiliate of the Issuer, which owns the related patent application. The license is perpetual unless terminated in accordance with its terms. The Issuer is completing technology development and testing, building out its U.S. banking and operating infrastructure and establishing customer, service-provider and custodian integrations in advance of commercial launch.

The technology licensed to the Issuer was developed by Serenity Labs Holdings Inc. prior to the Issuer's formation. Based on the financial statements of Serenity Labs Holdings Inc., which have been reviewed by an independent certified public accountant in the United States, the founders of Serenity Labs Holdings Inc., who are also the founders and current shareholders of the Issuer, have funded approximately $15,000,000 through Serenity Labs Holdings Inc. toward the development of the licensed technology. These amounts were invested in Serenity Labs Holdings Inc. and not in the Issuer. They are not reflected in the Issuer's financial statements, do not represent capital contributed to or assets of the Issuer and were not a factor in determining the terms of the Securities, including the Post-Money Valuation Cap. Investors in this Offering will not acquire any interest in Serenity Labs Holdings Inc. or in the licensed technology, and the Issuer's rights in that technology arise solely under the license described above. A review provides only limited assurance and is substantially less in scope than an audit.

The Issuer does not presently hold material regulatory licenses, and the requirements applicable to particular platform functions and jurisdictions are being evaluated and implemented as part of its pre-commercial development. The Issuer competes with digital-gold platforms, real-world-asset tokenization providers, blockchain asset platforms and traditional gold-market infrastructure providers, and intends to differentiate through integrated institutional technology and operating services for physical gold. The Issuer has no subsidiaries.

Business Plan

The Issuer's business plan is to build and commercialize the sGold operating technology platform, complete its U.S. banking and operating infrastructure, expand its U.S. team, continue development and testing, complete technology, customer and service-provider integrations, develop institutional relationships, implement accounting, compliance, governance and internal controls, and launch commercial services and scale. The products described in this Form C are not yet at market and the Issuer is pre-revenue. The Issuer intends to use the proceeds of this Offering as described under "**Use of Proceeds**" below.

The Issuer's Products and/or Services

Product / Service	Description	Current Market
sGold Platform	Technology infrastructure supporting digital administration and transaction processing relating to physical gold.	Pre-commercial
Institutional Technology Services	Enterprise integrations, platform access and related technology services for institutional and commercial participants.	Pre-commercial
Transaction and Administration Services	Technology supporting transaction processing, ownership-related recordkeeping and integration and related platform functions.	Pre-commercial

Customer Base

The Issuer's target customers and commercial participants are financial institutions, institutional investors, family offices, payment providers, custodians, bullion-market participants, enterprise customers and other qualified commercial participants. The Issuer remains in its pre-commercial stage and has no active customers.

Intellectual Property

The Issuer owns no registered or applied-for patents, trademarks or copyrights in any jurisdiction. The Issuer holds an exclusive, worldwide licence from Serenity Labs Holdings Inc., perpetual unless terminated in accordance with its terms, to the technology underlying the sGold platform, including software, source code, APIs, databases, trademarks, know-how, trade secrets and U.S. Patent Application Serial No. 19/395,930, "Gold Collateralized Digital Dual Token System and Method," filed with the United States Patent and Trademark Office on November 20, 2025 and not yet granted. That application is owned by the licensor and not by the Issuer.

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, which are subject to change. The Issuer does not presently hold material regulatory licenses. The regulatory requirements applicable to particular platform functions and jurisdictions, and to the Issuer's affiliated and third-party service providers, are being evaluated and implemented as part of the Issuer's pre-commercial development, and may include state money transmission licensing, registration with the Financial Crimes Enforcement Network, commodity and securities regulation and custody-related requirements.

Litigation

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

USE OF PROCEEDS

The following table illustrates how we intend to use the net proceeds received from this Offering. The values below are not inclusive of payments to financial and legal service providers, 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 fee	30.00%	$15,000	5.60%	$84,000[1]
Technology and product development	31.00%	$15,500	35.40%	$531,000
Personnel and operating expenses	16.00%	$8,000	20.00%	$300,000
Commercialization and business development	9.00%	$4,500	13.00%	$195,000
Legal, regulatory and compliance	8.00%	$4,000	12.00%	$180,000
Working capital and general corporate purposes	4.00%	$2,000	8.00%	$120,000
Corporate infrastructure	2.00%	$1,000	6.00%	$90,000
Total	**100%**	**$50,000**	**100%**	**$1,500,000**

The percentages set forth above are exclusive of payments to financial and legal service providers, fees associated with bad actor checks, payment processing fees and escrow-related fees incurred in the preparation of this Offering and due in advance of closing.

The Issuer intends to allocate the net proceeds of this Offering as set forth above. The intermediary fee will be paid at the conclusion of the Offering. Amounts allocated to technology and product development will fund continued engineering, platform development, testing and technical infrastructure for the sGold platform. Amounts allocated to personnel and operating expenses will fund the expansion of the U.S. team and day-to-day operating costs. Amounts allocated to commercialization and business development will fund institutional relationship development, technology, customer and service-provider integrations and commercial launch activities.

Amounts allocated to legal, regulatory and compliance will fund regulatory analysis, licensing and registration work, compliance and know-your-customer infrastructure and ongoing legal and corporate costs. Amounts allocated to corporate infrastructure will fund accounting, governance and internal control systems and U.S. banking and operating infrastructure. The remainder will be applied to working capital and general corporate purposes.

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

Technology and Product Development: A portion of the proceeds is expected to be used for technology and product development, including the research, design, development, testing and enhancement of the Issuer's products, services and technology platform, as well as related costs and expenses, which may include engineering and software development, prototyping, third-party developers and contractors, software, tool and data licenses, cloud hosting and

[1] The percentage allocated for the Intermediary fee if the Maximum Offering Amount is raised represents a blended rate based on the zero percent (0%) hurdle on the first $100,000 raised in the Offering and six percent (6%) hurdle on any amounts raised exceeding $100,000.01 but not exceeding $5,000,000.00 in the Offering. If only the Target Offering Amount is raised, the $15,000.00 minimum fee applies.

infrastructure, cybersecurity and data protection, quality assurance and testing, product maintenance and support and other ordinary-course development obligations.

Personnel and Operating Expenses: A portion of the proceeds is expected to be used for personnel and operating expenses, including the recruitment, retention and compensation of employees, officers, consultants and independent contractors and the funding of the Issuer's general and administrative operations, as well as related costs and expenses, which may include salaries, wages and bonuses, payroll taxes and employee benefits, recruiting and onboarding, training and professional development, consultant and contractor fees, rent and occupancy costs, utilities, insurance premiums, information technology and administrative expenses and other ordinary-course operating obligations.

Commercialization and Business Development: A portion of the proceeds is expected to be used for commercialization and business development including bringing the Issuer's products and services to market, expanding its customer base and pursuing strategic relationships, as well as related costs and expenses, which may include sales and marketing programs, customer and institutional onboarding, advertising and digital marketing, brand development, market research, customer acquisition and retention initiatives, sales commissions, trade shows and industry events, travel, pilot programs, channel and distribution arrangements, strategic partnership development and other ordinary-course commercial obligations.

Legal, Regulatory and Compliance: A portion of the proceeds is expected to be used for legal, regulatory and compliance matters, including costs associated with the Offering and the Issuer's ongoing reporting obligations under Regulation Crowdfunding, as well as related costs and expenses, which may include fees of outside legal counsel, accountants and other professional advisors, preparation and filing of amendments, progress updates and annual reports on Form C, financial statement review or audit fees, intermediary and escrow fees, transfer agent and registrar fees, state notice filings, intellectual property registration and protection, licensing and permitting, corporate governance and entity maintenance, regulatory compliance programs and other ordinary-course legal and regulatory obligations.

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**
Nagarjun Venket[2]	President and Chief Executive Officer	sGold Technology Inc. – President and Chief Executive Officer, 2026 to present; Serenity Labs Holdings Inc. – President and Chief Executive Officer, 2025 to present; Serenity Project – project leadership and strategic and commercial development, 2023 to 2025	Thiagarajar College of Engineering, Tamil Nadu, India – Bachelor of Engineering (Honours), Computer Science, 1989
Robert Hatefi Mofrad	Director; Chief Financial Officer; Chief Product Officer	sGold Technology Inc. – Director, Chief Financial Officer and Chief Product Officer, 2026 to present; Serenity Labs Holdings Inc. – Co-Founder, Director, Treasurer and Chief Product Officer, 2025 to present; Serenity Project – product strategy and development, 2023 to 2025	Royal Holloway, University of London – Bachelor's degree in Media, 2001
Shruthi Chandrasekar	Director; Secretary; Head of Strategic Communications	sGold Technology Inc. – Director, Secretary and Head of Strategic Communications, 2026 to present; Gypsum Consulting Inc. – HR and Social Media Manager, July 2023 to June 2026; Northwestern University Student Affairs Marketing – Project Manager, October 2024 to March 2026	Beloit College – Bachelor of Arts in Psychology, cum laude, May 2023; Northwestern University – Master of Science in Communication, July 2025; King's College London – Master of Arts in Big Data in Culture and Society, expected September 2027

[2] Nagarjun Venket is the legal name of the Issuer's President and Chief Executive Officer. He is commonly known as Venket Naga, and the Deal Page and other materials relating to the Offering may refer to him by that name.

Dave Bailis	Treasurer; Head of Operations and Implementation	sGold Technology Inc. – Treasurer and Head of Operations and Implementation, 2026 to present; Contentra, Inc. – Chief Executive Officer, July 2026 to present, and Chief Operating Officer, August 2025 to July 2026; LearningMate – Vice President, Learning Design Group, March 2025 to August 2025, and Vice President, K–12, June 2024 to March 2025	National Louis University – M.Ed., Education, 2001 to 2003; University of Illinois Urbana-Champaign – B.S., Elementary Education, 1991 to 1996

Nagarjun Venket serves as President and Chief Executive Officer of the Issuer and, since the incorporation of Serenity Labs Holdings Inc. in 2025, as its President and Chief Executive Officer. He is a technology and business executive with more than 30 years of experience across technology, software, banking, business operations and commercial development, including experience in India and the Middle East. He has led the strategic and commercial development of the Serenity project since 2023, and following the incorporation of Serenity Labs Holdings Inc. in 2025 has continued that work as its President and Chief Executive Officer as Serenity expanded across decentralized data infrastructure, digital-asset security, biometric authentication and real-world-asset technology. At the Issuer he is responsible for overall strategy, corporate development and commercialization, including oversight of the development of the sGold technology platform and operating infrastructure, the building of institutional and commercial relationships and the coordination of the Issuer's expansion from development into commercial operations. He holds a Bachelor of Engineering (Honours) in Computer Science, completed in 1989, from Thiagarajar College of Engineering in Tamil Nadu, India.

Robert Hatefi Mofrad serves as a Director, Chief Financial Officer and Chief Product Officer of the Issuer and, since the incorporation of Serenity Labs Holdings Inc. in 2025, as a co-founder, director, treasurer and Chief Product Officer of that company. He has more than 20 years of managerial and entrepreneurial experience in the technology sector spanning product development, information technology, mobility, digital security and technology commercialization, and has led product strategy and development for the Serenity project since 2023. At the Issuer he is responsible for product and technology strategy and, as Chief Financial Officer, for financial planning, budgeting, financial oversight and the evaluation of the Issuer's operating and commercialization requirements, including product architecture, technology infrastructure and the integrations supporting digital administration, transaction processing and ownership-related functions associated with physical-gold commercial activity. He holds a Bachelor's degree in Media, completed in 2001, from Royal Holloway, University of London.

Shruthi Chandrasekar serves as a Director, Secretary and Head of Strategic Communications of the Issuer, where she leads the Issuer's strategic communications function. She is responsible for corporate and product communications, brand strategy, market positioning, digital presence, stakeholder communications and the development of communications programs supporting the Issuer's commercialization and market expansion, with a particular focus on translating the intersection of technology, physical-gold infrastructure and digital financial services for customers, institutions and partners. From July 2023 through June 2026 she served as HR and Social Media Manager at Gypsum Consulting Inc., and from October 2024 through March 2026 she concurrently served as a Project Manager with Northwestern University Student Affairs Marketing. She earned a Bachelor of Arts in Psychology, cum laude, with a minor in Literary Studies from Beloit College in May 2023 and a Master of Science in Communication, with a concentration in Organizational Leadership, from Northwestern University in July 2025, and is currently pursuing a Master of Arts in Big Data in Culture and Society at King's College London, with expected completion in September 2027.

Dave Bailis serves as Treasurer and Head of Operations and Implementation of the Issuer. As Treasurer he is responsible for the Issuer's treasury functions, U.S. banking relationships and bank account administration. In his operations role he supports the development and implementation of the Issuer's U.S. operating infrastructure and the transition of the sGold platform from technology development into commercial operations, including operational planning, internal processes, service-provider coordination and the development of the workflows required to support customers, institutional partners and day-to-day platform operations. He serves as Chief Executive Officer of

Contentra, Inc., having served as its Chief Operating Officer from August 2025 to July 2026, and previously served as Vice President, Learning Design Group and Vice President, K–12 at LearningMate. He holds an M.Ed. in Education from National Louis University and a B.S. in Elementary Education from the University of Illinois Urbana-Champaign.

The Issuer has two full-time employees. The Issuer is supported by additional directors, officers and operating-team professionals in various capacities who are not included in that count. As the Issuer was recently incorporated, its U.S. operating team is continuing to be built out.

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 10,000,000 shares of common stock, of which 6,000,000 are issued and outstanding, par value $0.001 per share (the "**Common Stock**"). The Issuer has agreed to issue an additional 451,613 shares as described under "Committed but Unissued Shares" below. Those shares were not issued or outstanding as of the date of this Form C.

Outstanding Capital Stock

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

Type	Common Stock
Amount Outstanding	6,000,000 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	The Common Stock represents all of the current voting control of the Issuer. Holders of Common Stock may approve corporate actions, including future issuances of equity and amendments to the Issuer's organizational documents, that dilute or otherwise affect the securities issuable upon conversion of the Securities.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	100%

Outstanding Options, SAFEs, Convertible Notes, Warrants

As of the date of this Form C, the Issuer has no options, simple agreements for future equity, convertible notes or warrants outstanding, other than the Securities offered hereby.

Committed but Unissued Shares

Under its incubation and advisory agreement with the Advisor dated October 26, 2026, the Issuer has agreed to issue to the Advisor 451,613 shares of its common stock, representing approximately 7% of its outstanding common stock after giving effect to that issuance, as consideration for incubation, advisory and media services. The shares are issuable in two tranches of 270,968 shares and 180,645 shares four and six months, respectively, after that date, and the number of shares will not be adjusted for subsequent changes in the Issuer's capitalization. The shares are intended to be issued as non-voting common stock, which will require an amendment to the Issuer's certificate of incorporation, and the terms of the Advisor's shareholding are to be set out in a shareholders' agreement that has not yet been executed.

Outstanding Debt

As of the date of this Form C, the Issuer has the following debt outstanding:

Type	Term Working-Capital Loan
Creditor	Contentra, Inc.
Amount Outstanding	$100,000 in principal. The Contentra Loan provides for an aggregate principal amount of $200,000, to be funded in two advances of $100,000 each, on or around September 21, 2026 and on or around October 19, 2026, unless the parties otherwise agree in writing. The second advance had not been funded as of October 31, 2026.
Interest Rate and Amortization Schedule	4.25% per annum, fixed, accruing separately on each advance from the date that advance is funded and computed on the basis of a 365-day year and the actual number of days elapsed. There is no amortization. All outstanding principal, accrued and unpaid interest and other amounts are due in full at maturity.
Description of Collateral	None
Other Material Terms	The Contentra Loan is evidenced by a Term Loan Promissory Note dated September 21, 2026 ("**Term Loan Agreement**") in the original principal amount of $200,000. The Issuer may prepay the Contentra Loan in whole or in part at any time without premium or penalty, subject to payment of accrued interest through the date of prepayment. The Contentra Loan is a general unsecured obligation of the Issuer and confers on the lender no conversion rights, warrants, participation rights, preferential rights or other right to acquire securities of the Issuer or to participate in this Offering. The Contentra Loan is a related-party transaction and was approved by the boards of directors of the Issuer and of the lender. As of the date of the Contentra Loan, the Issuer did not intend to use proceeds of this Offering to repay amounts outstanding thereunder.
Maturity Date	September 21, 2027
Date Entered Into	September 21, 2026

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, are listed along with the amount they own.

Name	**Amount and Type or Class Held**	**Percentage Ownership (in terms of voting power)**
Robert Hatefi Mofrad	3,000,000 shares of Common Stock	50%
Shruthi Chandrasekar	3,000,000 shares of Common Stock	50%

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 October 31, 2026, the Issuer had an aggregate of $155,093.50 in cash and cash equivalents, leaving the Issuer with approximately five months of runway. Such cash and cash equivalents include the proceeds of the initial $100,000 advance under the $200,000 term working-capital loan entered into by and between the Issuer and Contentra, Inc. pursuant to that certain Term Loan Agreement dated as of September 21, 2026 (the "**Contentra Loan**"). The Issuer expects to receive the remaining $100,000 under and in accordance with the Contentra Loan, subject to the satisfaction of the conditions to funding set forth therein. The Issuer's operations since inception have been funded principally by capital contributions from its founders and shareholders, and more recently, by the proceeds of the Contentra Loan. Runway is calculated by dividing cash-on-hand by average monthly net loss (if any).

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 may conduct, during or after this Offering, one or more offerings of its securities to investors satisfying the eligibility requirements of the applicable exemption from the registration requirements of the Securities Act, including, but not limited to, Regulation D or Regulation S, including the Issuer's contemplated offering of shares of its Series Seed Preferred Stock in reliance on Rule 506(c) of Regulation D or Regulation S, which the Issuer may conduct concurrently with this Offering (the "**Series Seed Financing**" and together with any such offering, each a "**Potential Concurrent Offering**"). The Series Seed Financing consists of an initial closing and any subsequent closings of Series Seed Preferred Stock at the same price per share and on substantially the same terms as the initial closing. Any sale of Capital Stock after the final closing of the Series Seed Financing, including any later sale of Series Seed Preferred Stock, will not form part of the Series Seed Financing and may constitute an Equity Financing.

The Issuer will conduct each Potential Concurrent Offering separately from this Offering and in compliance with the exemption on which it relies. The Issuer will not use this Offering, the Deal Page or the Intermediary's platform to offer securities in any Potential Concurrent Offering or to direct prospective investors to any Potential Concurrent Offering. Offering materials for any Potential Concurrent Offering will not include the terms of this Offering except as permitted by Rule 204 of Regulation CF and Rule 152(a)(2) under the Securities Act. An Investor in this Offering is not precluded from participating in a Potential Concurrent Offering if such Investor independently satisfies the eligibility requirements of the applicable exemption, including, in the case of the Series Seed Financing, verification of accredited investor status under Rule 506(c) or status as a non-U.S. person purchasing in an offshore transaction under Regulation S. Any such participation remains subject to the Issuer's acceptance and to any restrictions imposed by applicable law or by the Issuer's agreements with the Intermediary.

Capital Expenditures and Other Obligations

The Issuer has not identified any material capital expenditures beyond ordinary technology infrastructure, equipment and systems required for commercialization.

Valuation

Although the Securities provide certain terms, which may include 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.

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

Material Changes and Other Information

None.

Previous Offerings of Securities

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

Security Type	Principal Amount of Securities Sold	Amount of Securities Issued	Use of Proceeds	Issue Date	Exemption from Registration Used or Public Offering
Common Stock	$18,000	6,000,000 shares of Common Stock	Organizational capitalization	August 12, 2026	Section 4(a)(2)
Common Stock (committed but unissued)	None; issued as consideration for services	451,613 shares committed; no shares issued as of the date of this Form C	Not applicable; consideration for incubation, advisory and media services	Committed October 26, 2026; issuable in two tranches after four months and six months	Section 4(a)(2)

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

TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST

From time to time the 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:

Serenity Labs Holdings Inc., an affiliate of the Issuer, has granted the Issuer an exclusive, worldwide licence to the technology underlying the sGold platform, including U.S. Patent Application Serial No. 19/395,930, in consideration of a one-time licence fee of US$100, under the Master Intellectual Property and Commercial Operating Licence Agreement between them. The licence is perpetual unless terminated in accordance with its terms, and the parties may agree in writing on an ongoing royalty. The Issuer's President and Chief Executive Officer serves as President and Chief Executive Officer of Serenity Labs Holdings Inc., and a director of the Issuer who serves as its Chief Financial Officer and Chief Product Officer is a co-founder, director, treasurer and Chief Product Officer of that company.

On September 21, 2026, the Issuer entered into the Contentra Loan with Contentra, Inc., which provides for a $200,000 unsecured term working-capital loan bearing interest at 4.25% per annum and maturing on September 21, 2027. As of the date of this Form C, $100,000 in principal is outstanding under the Contentra Loan. The second $100,000 advance had not been funded as of October 31, 2026. Dave Bailis, the Issuer's Treasurer and Head of Operations and Implementation, serves as Chief Executive Officer of Contentra, Inc. Contentra, Inc. is therefore a related party of the Issuer, and Mr. Bailis may have interests in the Contentra Loan that differ from those of the Issuer and Investors. In his capacity as Treasurer, Mr. Bailis acts under the authority and at the direction of the Issuer's board of directors and does not independently approve or determine the terms of any transaction between the Issuer and Contentra, Inc., including the Contentra Loan. No other qualifying transactions have occurred during the relevant period.

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://sgold.technology.

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.

sGold Technology Inc.
(Issuer)

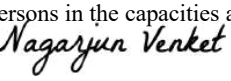
By:

/s/ Nagarjun Venket 
(Signature)

Nagarjun Venket
(Name)

President and Chief Executive Officer
(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/ Nagarjun Venket 
(Signature)

Nagarjun Venket
(Name)

President and Chief Executive Officer
(Title)

November 24, 2026
(Date)

/s/ Robert Hatefi Mofrad 
(Signature)

Robert Hatefi Mofrad
(Name)

Director, Chief Financial Officer and Chief Product Officer
(Title)

November 24, 2026
(Date)

/s/ Shruthi Chandrasekar Shruthi.C

(Signature)

Shruthi Chandrasekar

(Name)

Director and Secretary

(Title)

November 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

sGold Technology Inc. (the "Company") a Delaware Corporation

Statement of Financial Position and
Independent Auditor's Report

As of inception – July 31st, 2026

Mongio & Associates CPAs LLC
Tax - Accounting - Advisory
Saving Time, Money, & Stress

INDEPENDENT AUDITOR'S REPORT

To Management
sGold Technology Inc.

We have audited the accompanying statement of financial position of sGold Technology Inc. as of its inception on July 31st, 2026. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that our audits provide a reasonable basis for our opinion. In our opinion, the financial statements referred to above, present fairly, in all material respects, the financial position of sGold Technology Inc. as of its inception on July 31st, 2026 in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter Regarding Going Concern
As discussed in Note 8, the Company was incorporated on July 31, 2026 and had not commenced commercial operations as of that date. Certain conditions indicate substantial doubt that the Company will be able 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. Management has evaluated these conditions and plans to generate revenues and raise capital as needed to satisfy its capital needs. Our opinion is not modified with respect to this matter.

Vince Mongio, CPA, CIA, CFE, MACC
Miami, FL
August 13, 2026
Vincenzo Mongio

Statement of Financial Position

	As of July 31st, 2026 (inception)
ASSETS	
TOTAL ASSETS	-
LIABILITIES AND EQUITY	
TOTAL LIABILITIES	-
EQUITY	-
TOTAL LIABILITIES AND EQUITY	-

sGold Technology Inc.
Notes to the Audited Statement of Financial Position
July 31st, 2026 (inception)
$USD

NOTE 1 – ORGANIZATION AND NATURE OF ACTIVITIES

sGold Technology Inc. (the "Company") was formed in Delaware on July 31st, 2026 to develop, commercialize and operate a next-generation institutional digital gold and real-world asset (RWA) tokenization platform. Subsequent to July 31, 2026 (inception), the Company entered into an exclusive technology license agreement with Serenity Labs Holdings Inc. to deploy and commercialize its patent-pending dual-token architecture and related proprietary software for digital asset issuance, institutional settlement, treasury management, and tokenized financial infrastructure.

The Company's primary focus is the launch and operation of the sGold platform, which enables the issuance, management and settlement of tokenized physical gold through an institutional-grade ecosystem integrating digital asset technology, secure custody, compliance, payment infrastructure and treasury services.

The Company is headquartered in Delaware, United States, and intends to serve institutional investors, financial institutions, payment providers, custodians, bullion market participants and other qualified participants in the global digital asset ecosystem.

The Company intends to conduct a capital raise under applicable U.S. securities regulations, including Regulation Crowdfunding (Reg CF) and/or other available private offering exemptions, to fund product commercialization, regulatory compliance, technology development, market expansion and general corporate operations.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The Company's financial statements are prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The Company's fiscal year ends on December 31.

Use of Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure 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 and Cash Equivalents

Cash and cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Fair Value of Financial Instruments

ASC 820 "*Fair Value Measurements and Disclosures*" establishes a three-tier fair value hierarchy, which prioritizes the inputs in measuring fair value. The hierarchy prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

These tiers include:

Level 1: defined as observable inputs such as quoted prices in active markets;

Level 2: defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and
Level 3: defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

Concentrations of Credit Risks

The Company's financial instruments that are exposed to concentrations of credit risk primarily consist of its cash and cash equivalents. The Company places its cash and cash equivalents with financial institutions of high credit worthiness. The Company's management plans to assess the financial strength and credit worthiness of any parties to which it extends funds, and as such, it believes that any associated credit risk exposures are limited.

Revenue Recognition

The Company will recognize revenue in accordance with ASC 606, *Revenue from Contracts with Customers*. following the five steps procedure:

Step 1: Identify the contract(s) with customers
Step 2: Identify the performance obligations in the contract
Step 3: Determine the transaction price
Step 4: Allocate the transaction price to performance obligations
Step 5: Recognize Revenue When or As Performance Obligations Are Satisfied

The Company expects to generate revenues primarily from fees and services associated with the operation and commercial use of the sGold platform.

Revenue will be recognized when the applicable services have been provided and the related performance obligations under customer contracts have been satisfied. As of July 31st, 2026, the Company had not commenced commercial operations and had not recognized any revenue.

Equity based compensation

The Company does not currently have an equity-based compensation plan.

Income Taxes

The Company is subject to corporate income and state income taxes in the state it does business. The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, the Company determined deferred tax assets and liabilities on the basis of the differences between the financial statement and tax bases of assets and liabilities by using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date. The Company recognizes deferred tax assets to the extent that the Company believes that these assets are more likely than not to be realized. In making such a determination, the Company considers all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, and results of recent operations. If the Company determines that it will be able to realize their deferred tax assets in the future in excess of their net recorded amount, the Company would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes. The Company records uncertain tax positions in accordance with ASC 740 on the basis of a two-step process in which (1) the Company determines whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not recognition threshold, the Company recognizes the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority. The Company does not have any uncertain tax provisions. The Company's primary tax jurisdictions is the United States. The Company's primary deferred tax assets are its net operating loss (NOL) carryforwards which approximates its retained

earnings as of the date of these financials. A deferred tax asset as a result of NOLs have not been recognized due to the uncertainty of future positive taxable income to utilize the NOL.

Recent Accounting Pronouncements

The FASB issues ASUs to amend the authoritative literature in ASC. There have been a number of ASUs to date that amend the original text of ASC. Management believes that those issued to date either (i) provide supplemental guidance, (ii) are technical corrections, (iii) are not applicable to us or (iv) are not expected to have a significant impact on the Company's financial statements.

In July 2025, the FASB issued ASU No. 2025-05, *Financial Instruments — Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets* ("ASU 2025-05"). ASU 2025-05 simplifies credit loss calculations and permits the election of a practical expedient to assume that conditions as of the balance sheet date do not change for the remaining life of the asset when estimating credit losses on current accounts receivable and current contract assets under ASC 606, Revenue from Contracts with Customers. ASU 2025-05 is effective for annual reporting periods beginning after December 15, 2025. Early adoption is permitted. The Company is currently evaluating the guidance and its impact on the financial statements.

In September 2025, the FASB issued ASU No. 2025-06, *Intangibles — Goodwill and Other — Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software* ("ASU 2025-06"). ASU 2025-06 updates the accounting for costs related to the development of internal-use software to reflect the evolution of software development from a sequential to an agile development method by removing references to project stages in the existing guidance and requiring capitalization of software costs when management has authorized and committed to funding a software project and it is probable that the project will be completed and the software will be used as intended. ASU 2025-06 is effective for annual reporting periods beginning after December 15, 2027. Early adoption is permitted as of the beginning of a fiscal year. The Company is currently evaluating the guidance and its impact on the financial statements.

On September 29, 2025, the FASB issued an amendment of ASU No. 2025-07. *Derivatives and Hedging (Topic 815): Scope Refinements and Clarifications* ("ASU 2025-07"), to refine the scope of derivative guidance in ASC 815 and clarify the accounting for share-based payments from a customer in ASC 606. The amendments expand the scope exception in ASC paragraph 815-10-15-59 for non-exchange-traded contracts with underlying's based on specific operations or activities, such as changes in revenue/earnings, or going-public, or achieving product milestones/regulatory approvals, or the occurrence of specific operational events. This change excludes certain contracts previously accounted for as derivatives from the scope of Topic 815. The amendments in ASU No. 2025-07 are effective for annual reporting periods beginning after December 15, 2026, including interim reporting periods within those annual periods. Early adoption was permitted. The Company is currently evaluating the guidance and its impact on the financial statements.

Newly Adopted Accounting Pronouncements

On December 14, 2023, the FASB issued Income Taxes (Topic 740) ("ASU 2023-09"). This ASU requires the use of consistent categories and greater disaggregation in tax rate reconciliations and income taxes paid disclosures.

NOTE 3 – RELATED PARTY TRANSACTIONS

The Company follows ASC 850, "Related Party Disclosures," for the identification of related parties and disclosure of related party transactions.

See Note 7 – Subsequent Events for details of exclusive intellectual property license agreement entered into with a related party.

NOTE 4 – CONTINGENCIES, COMPLIANCE WITH LAWS AND REGULATIONS

The Company is currently not involved with or know of any pending or threatening litigation against the Company or any of its officers. Further, the Company is currently complying with all relevant laws and regulations.

NOTE 5 – DEBT

None.

NOTE 6 – EQUITY

The Company is authorized to issue 10,000,000 shares of Common Stock at a par value of $0.001 per share. No shares were issued or outstanding as of July 31st, 2026. Holders of common stock are entitled to one vote per share on all matters submitted to stockholders, including the election of directors. The Certificate of Incorporation provides that cumulative voting is not permitted unless required by applicable law. Holders of common stock are entitled to receive dividends when and if declared by the Board of Directors, subject to applicable law. Upon liquidation, dissolution, or winding up of the Company, holders of common stock are entitled to share ratably in the Company's remaining assets after satisfaction of all liabilities and any preferential rights of outstanding preferred stock, if any. The Company has authorized only one class of common stock and has no preferred stock authorized

NOTE 7 – SUBSEQUENT EVENTS

The Company has evaluated events subsequent to July 31st, 2026, to assess the need for potential recognition or disclosure in this report. Such events were evaluated through August 13, 2026, the date these financial statements were available to be issued.

Subsequent to inception, the Company entered into an exclusive intellectual property license agreement with Serenity Labs Holdings Inc., a related party due to common directors. Under the agreement, the Company received a perpetual, worldwide and exclusive license to use, market, commercialize, operate and sublicense the technology developed by Serenity specifically for the sGold project. The licensed technology forms the core technology for the sGold business and is designed to enable physical gold to be represented and transacted digitally through the sGold platform. The platform is intended to provide customers with a secure and convenient way to acquire, hold, transfer and transact in digital representations of physical gold, supported by the underlying technology developed by Serenity. The license provides the Company with the technology rights required to develop, launch, market and commercially operate the sGold platform and to build its business around the licensed technology. Serenity retains ownership of the underlying intellectual property and future improvements. The Company agreed to pay a one-time license fee of $100. The agreement also permits the parties to establish future royalty arrangements by mutual agreement.

NOTE 8 – GOING CONCERN

The accompanying balance sheet has been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company was incorporated on July 31, 2026 and had not commenced commercial operations or generated revenues as of that date.

The Company will likely realize losses prior to generating positive working capital.

The Company's ability to continue as a going concern in the next twelve months following the date the financial statements were available to be issued is dependent upon its ability to generate revenues and/or obtain financing sufficient to meet current and future obligations and use such funding to support its planned operations.

Subsequent to inception, the Company entered into an exclusive technology license agreement with Serenity Labs Holdings Inc. for the sGold project and commenced activities toward the development and commercial launch of the sGold platform. As an early-stage company, Management expects to fund its initial operations through capital raising activities until revenues from commercial operations are sufficient to support its ongoing requirements. Management is actively pursuing its capitalization and commercialization plans and believes these plans are appropriate to support the Company's planned operations.

Since no assurance can be given that the Company will be successful in these efforts, these factors, among others, raise substantial doubt about the ability of the Company to continue as a going concern.

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.

SGOLD TECHNOLOGY 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], sGold Technology 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 "**Post-Money Valuation Cap**" is $15,000,000; provided that, if the Investor is an Early Bird Investor, the Post-Money Valuation Cap applicable to the Early Bird Purchase Amount is $13,500,000. If the Investor is an Early Bird Investor and the Early Bird Purchase Amount is less than the Purchase Amount, this SAFE will be treated for all purposes of Section 1 as two separate SAFEs, one having a Purchase Amount equal to the Early Bird Purchase Amount and a Post-Money Valuation Cap of $13,500,000 and the other having a Purchase Amount equal to the balance of the Purchase Amount and a Post-Money Valuation Cap of $15,000,000.

The "**Discount Rate**" is 90%. See Section 2 for certain additional defined terms.

1. Events

(a) **Equity Financing Event**. If an Equity Financing (defined below) occurs before this instrument terminates in accordance with Section 1(e), the Issuer shall promptly notify the Investor of the closing, or anticipated closing, of the Equity Financing and issue to the Investor a number of shares of Capital Stock (whether Preferred Stock or another class issued by the Issuer) sold in the Equity Financing, subject to the terms of this Section 1. The number of shares of Capital Stock shall equal the quotient obtained by dividing (x) the Purchase Amount by (y) the **Equity Financing Price** (as defined below).

(b) **Liquidity Event**. If there is a Liquidity Event before the termination of this SAFE (whether pursuant to Sections 1(a), (c), (e) or (f)), the holder of this SAFE will automatically be entitled (subject to the liquidation priority set forth below in Section 1(d)) to receive a portion of Proceeds, due and payable to the holder of this SAFE immediately prior to, or concurrent with, the consummation of such Liquidity Event, equal to the **greater of** (1) the Purchase Amount (or a lesser amount as described below) (the "**Cash-Out Amount**") or (2) the amount payable on the number of shares of Common Stock equal to the Purchase Amount (or a lesser amount as described below) divided by the Liquidity Price (the "**Conversion Amount**").

Notwithstanding the foregoing, if the Issuer's board of directors determines in good faith that delivery of Capital Stock to the holder of this SAFE pursuant to this Section 1(b) would violate applicable law, rule or regulation, then the Issuer shall deliver to the holder of this SAFE in lieu thereof, a cash payment equal to the fair market value of such Capital Stock, as determined in good faith by the Issuer's board of directors.

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

(iii) 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 earliest to occur of: (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); or (iii) the issuance of Common Stock to the holder of this SAFE pursuant to Section 1(f).

(f) **Commercial Milestone Conversion Event**. If the Commercial Milestone occurs before this instrument terminates in accordance with Section 1(e), this SAFE will convert automatically, and

without any election by the Issuer or the holder of this SAFE, into a number of shares of Common Stock equal to the quotient obtained by dividing (x) the Purchase Amount by (y) the quotient of (A) the Post-Money Valuation Cap divided by (B) the Fully Diluted Capitalization, determined as of immediately prior to such conversion and substituting the date of such conversion for the date of the Equity Financing in the definition of Fully Diluted Capitalization. The "**Commercial Milestone**" means the occurrence of both (i) the Commercial Launch and (ii) the achievement of $25,000,000 of Gold AUM, in each instance, as confirmed by the board of directors of the Issuer in accordance with the procedures below. The "**Commercial Launch**" means the date on which both of the following have occurred: (a) Gold Tokens, representing ownership interests in allocated physical gold held in vaulted custody with approved third-party custody or vault providers, are commercially available for eligible customers to purchase and sell through the sGold platform; and (b) settlement tokens are commercially available for eligible customers to purchase and sell through the platform designated for such settlement tokens. Commercial Launch will therefore be deemed to have occurred only when both conditions have been met. "**Gold AUM**" means, as of any date of determination, the aggregate U.S. dollar market value of physical gold recognized, recorded and administered, as assets under management within the sGold digital infrastructure and held with approved third-party custodians or vault providers, valued using the LBMA Gold Price PM in U.S. dollars published for such date of determination or, if no LBMA Gold Price PM is published for such date, the most recently published LBMA Gold Price PM. The $25,000,000 Gold AUM threshold will be achieved when Gold AUM equals or exceeds $25,000,000 as of the close of business (New York City time) on any business day and, once achieved, will be deemed satisfied. The Commercial Milestone shall be deemed to have occurred on the first date on which both the Commercial Launch has occurred, and Gold AUM has reached at least $25,000,000. The board of directors of the Issuer will confirm the occurrence of the Commercial Milestone based on the Issuer's records, the records of the applicable third-party custodians or vault providers, and published LBMA Gold Price PM records. Notice shall be delivered to the holder and Custodian within five (5) business days following such confirmation. For the avoidance of doubt, the Discount Price does not apply to a conversion under this Section 1(f).

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.

"**Custodian**" means BitGo Bank & Trust, N.A. 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 price per share equal to the product of (x) the lowest price per share of the Equity Securities sold in the Equity Financing and (y) the Discount Rate.

"**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.

"**Early Bird Allocation**" means $175,000 in aggregate Purchase Amounts under all SAFEs issued in the Offering.

"**Early Bird Investor**" means an Investor whose investment commitment in the Offering is accepted by the Issuer at a time when the Early Bird Allocation has not been fully subscribed. Early Bird Investor status and Early Bird Purchase Amounts are allocated on a first-come, first-served basis by reference to the date and time at which the Issuer accepts each investment commitment, as recorded by the Intermediary. The aggregate Early Bird Purchase Amounts under all SAFEs issued in the Offering will not exceed the Early Bird Allocation. If the acceptance of an investment commitment causes the aggregate Purchase Amounts accepted in the Offering to exceed the Early Bird Allocation, only the portion of that investment commitment equal to the unsubscribed portion of the Early Bird Allocation will be an Early Bird Purchase Amount. No investment commitment accepted thereafter will be that of an Early Bird Investor. An investment commitment that is cancelled, rejected or otherwise not funded will be disregarded for purposes of the Early Bird Allocation, and the amount so disregarded will again be available to investment commitments accepted thereafter in the order in which they are accepted. The Issuer will record its determination, including the Early Bird Purchase Amount, in the Issuer's books and records and will notify the Investor and the Custodian of that determination at or promptly following the closing at which this instrument is issued. Other than the Post-Money Valuation Cap applicable to the Early Bird Purchase Amount, the terms of a SAFE issued to an Early Bird Investor are the same as the terms of each other SAFE issued in the Offering.

"**Early Bird Purchase Amount**" means, for an Early Bird Investor, the lesser of (i) the Purchase Amount and (ii) the unsubscribed portion of the Early Bird Allocation immediately before the Issuer accepts the Investor's investment commitment, determined as described in the definition of "Early Bird Investor". For any other Investor, the Early Bird Purchase Amount is zero.

"**Equity Financing**" shall mean the next sale (or series of related sales) by the Issuer of its Capital Stock to one or more third parties following the date of this instrument from which the Issuer receives gross proceeds of not less than $2,000,000 in cash or cash equivalent (excluding the conversion of any instruments convertible into or exercisable or exchangeable for Capital Stock, such as SAFEs or convertible promissory notes) with the principal purpose of raising capital. For the avoidance of doubt, the Series Seed Financing will not constitute an Equity Financing, and gross proceeds received in the Series Seed Financing will not be counted toward such $2,000,000 threshold.

"**Equity Financing Price**" means the lower of (x) the SAFE Price and (y) the Discount Price.

"**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**" means the aggregate number, as of immediately prior to the Equity Financing and without double-counting, of (i) all issued and outstanding shares of Capital Stock, (ii) all shares of Capital Stock issuable upon the conversion or exercise of all convertible and exercisable securities then outstanding, including all shares of convertible Preferred Stock, all outstanding vested and unvested options and warrants to purchase Capital Stock, all SAFEs (including this instrument) and all convertible promissory notes issued by the Issuer, and (iii) the Unissued Option Pool, except that any increase to the Unissued Option Pool made in connection with the Equity Financing will be excluded. The Fully Diluted Capitalization excludes the Equity Securities issued in the Equity Financing.

"**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 and without double-counting, 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, including all SAFEs and convertible promissory notes other than any such security the holder of which is receiving a Cash-Out Amount or a similar liquidation preference payment in connection with the Liquidity Event, but excluding the Unissued Option Pool.

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

"**Liquidity Price**" means the price per share equal to (x) the Post-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.

"**Offering**" means the Issuer's offering and sale of SAFEs of this Series conducted through the Intermediary in reliance on Section 4(a)(6) of the Securities Act and Reg. CF.

"**Options**" means options, restricted stock awards or purchases, restricted stock units, stock appreciation rights, warrants or similar securities, in each case whether vested or unvested.

"**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 Post-Money Valuation Cap divided by (y) the Fully Diluted Capitalization.

"**Series Seed Financing**" means the Issuer's offering and sale of shares of its Series Seed Preferred Stock contemplated as of the date of this instrument, in reliance on Rule 506(c) of Regulation D or Regulation S under the Securities Act, consisting of an initial closing and any subsequent closings at the same price per share and on substantially the same terms as the initial closing. Any sale of Capital Stock after the final closing of the Series Seed Financing, including any later sale of Series Seed Preferred Stock, will not form part of the Series Seed Financing.

"**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 the SAFE and any securities that may be issued upon conversion thereof in registered form in the Custodian's name or the name of the Custodian's nominees for the benefit of the Investor and the Investor's permitted assigns. The Investor acknowledges and agrees that upon acceptance of the SAFE, the Issuer shall issue and deliver the SAFE to the Custodian, who shall solely hold such SAFE and any securities that may be issued upon conversion thereof for the benefit of the Investor and shall be a "protected purchaser" of such SAFE within the meaning of Section 8-303 of the Delaware Uniform Commercial Code,

which shall be in book-entry uncertificated form, and that the Investor shall hold and acquire only a "securities entitlement" within the meaning of Section 8-501 of the Delaware Uniform Commercial Code in the SAFE and any securities that may be issued upon conversion thereof equal to the ratio of the Investor's purchase amount to the aggregate purchase amounts of the SAFE in the Offering.

(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.

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.

(c) The performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the 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.

(d) 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.

(e) 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.

(f) 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, (v) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vi) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

(g) 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 hereby pursuant to Section 4(a)(6) of the Securities Act. The Investor understands that the Securities may not be resold or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or pursuant to Rule 501 of Reg. CF, in which case certain state transfer restrictions may apply.

(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) Investor directs the Issuer to issue the Securities that are ultimately issued pursuant to this SAFE in the name of the Custodian, and the Investor acknowledges and agrees that the Custodian will hold the Securities in registered form in its name or the name of its nominees for the benefit of the Investors, which shall be in uncertificated form. To the extent otherwise agreed upon in writing between the Investor and the Custodian, Custodian may take direction from the Lead (as defined below) who will act on behalf of the Investors, and the Issuer, the Intermediary and the Custodian may be permitted to rely on the Lead's instructions relating to the Securities. The Investor 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.

(o) The Investor will maintain an account in good standing with Custodian pursuant to a valid and binding Custody Account Agreement. To the extent any of the provisions of such Custody Account Agreement contradict this instrument, the Custody Account Agreement shall be provided precedence.

(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) will: (x) apply only to the IPO and will not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement; (y) not apply to the transfer of any shares to any trust for the direct or indirect benefit of the Investor or the immediate family of the Investor, provided that the trustee of the trust agrees to be bound in writing by the restrictions set

forth herein, and provided further that any such transfer will not involve a disposition for value; and (z) be applicable to the Investor only if all officers and directors of the Issuer are subject to the same restrictions and the Issuer uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than 5% of the outstanding Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock. Notwithstanding anything herein to the contrary, the underwriters in connection with the IPO are intended third-party beneficiaries of Section 6(a) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto. The Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with Section 6(a) or that are necessary to give further effect thereto.

(c) In order to enforce the foregoing covenant, the Issuer may impose stop transfer instructions with respect to the Investor's registrable securities of the Issuer (and the Issuer shares or securities of every other person subject to the foregoing restriction) until the end of the Lock-up Period. The Investor agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Investor's registrable securities of the Issuer (and the shares or securities of the Issuer held by every other person subject to the restriction contained in Section 6(a)):

> 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 in any way limiting the representations and warranties set forth in Section 5 above, the Investor further agrees not to make any disposition of all or any portion of this instrument or the underlying securities unless and until the transferee has agreed in writing for the benefit of the Issuer to make the representations and warranties set out in Section 5 and the undertaking set out in Section 6(a) and:

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

(ii) The Investor shall have notified the 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 will not make any disposition of this instrument or any securities issuable upon conversion of this instrument to any competitor of the Issuer, as determined by the Issuer in good faith.

(g) 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. Miscellaneous

(a) The Investor agrees to execute an Omnibus Nominee Trust Agreement contemporaneously and in connection with the purchase of this SAFE. The Investor agrees and understands that the Investor's failure to execute an Omnibus Nominee Trust Agreement contemporaneously with this SAFE may render the SAFE void, null and unenforceable.

(b) The Investor agrees to take any and all actions determined in good faith by the Issuer's board of directors to be advisable to reorganize this instrument and any shares of Capital Stock issued pursuant to the terms of this instrument.

(c) Any provision of this SAFE may be amended, waived or modified (i) by the Issuer only at the direction of the Chief Executive Officer of the Issuer (the "**Lead**"), acting in his or her reasonable discretion, without the consent of any Investor, provided, however, that no amendment, waiver, or modification pursuant to this clause (i) shall (A) reduce the Purchase Amount paid by any Investor or (B) increase the Post-Money Valuation Cap or the Discount Rate applicable to any Investor's SAFE or (C) alter the determination of whether any Investor is an Early Bird Investor or of any Investor's Early Bird Purchase Amount; or (ii) by the Issuer with the written approval of Investors holding more than a majority of the aggregate outstanding Purchase Amounts under all SAFEs comprising this Series 2026 SAFE. Any amendment, waiver, or modification effected pursuant to clause (i) or clause (ii) shall be final, binding, and enforceable against all Investors and their respective heirs, executors, administrators, successors, and assigns, whether or not such Investor consented to or received notice of such amendment, waiver, or modification. The Lead shall act in accordance with the principles of good faith and fair dealing in the performance of their role as Lead and shall have no liability to any Investor arising from any amendment, waiver, or modification made in accordance with such standard pursuant to this Section 7(c).

(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) Custodian through this SAFE and related Omnibus Nominee Trust Agreement entered into between the Investor and Custodian shall be considered legal record holder of the SAFE and any shares of securities convertible thereon, including Capital Stock.

(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 within 25 miles of the Issuer's principal place of business. Except as may be required by law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

(j) The parties acknowledge and agree that for United States federal and state income tax purposes only this SAFE is, and at all times has been, intended to be characterized as stock, and more particularly as common stock for purposes of Sections 304, 305, 306, 354, 368, 1036 and 1202 of the Internal Revenue Code of 1986, as amended. Accordingly, the parties agree to treat this SAFE consistent with the foregoing intent for all United States federal and state income tax purposes (including, without limitation, on their respective tax returns or other informational statements).

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

INVESTOR:

By: _____
Name:

Date:

ISSUER: SGOLD TECHNOLOGY INC.

By: _____
Name: Nagarjun Venket
Title: Chief Executive Officer
Date:

Email: venket@s.technology

Address: 395 County Road, Suite 6
Southampton, NY 11968

EXHIBIT C

Custody Agreement

CONFIDENTIAL

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 Transcripts

00:00
Gold has been trusted as a store of value for thousands of years. And even today, gold is one of the most important financial assets of the world. And there's something very interesting about gold. The entire financial system around gold has transformed. Money moves instantly. Markets operate globally, and assets are becoming digital. However, physical gold still operates in its old, traditional ways.

00:24
By the way, I'm Venket Naga, President and CEO of sGold Technology. For the past few years, me and my team have been working on a simple concept. What if we could make physical gold easier to own, easier to sell, and easier to finance?

00:45
We believe part of the answer lies in connecting physical gold to the digital financial system. Digitally representing ownership of physical gold isn't something new. Gold-backed tokens already exist, and digitizing gold is only the first step.

01:00
The bigger opportunity, in our view, is what you can build around digital ownership. So rather than creating just another gold token, we set out to build an operating infrastructure around physical gold itself, connecting its ownership with settlement, distribution, and financial connectivity. And that became sGold.

01:22
At the foundation of sGold, we have real, allocated physical gold held in professional custody, and that's the gold that will be digitally represented by our gold token. However, the token is only one part of what we're building around the gold. We're building the technology for ownership, settlement, treasury operations, reporting, biometric security, and financial connectivity.

01:45
The concept is simple. Gold enters the infrastructure; its ownership can be represented digitally, and that gold can potentially become easier to transfer, distribute, settle, and ultimately finance. The gold hasn't changed. What changes is what you can do with it.

02:08
That's where we believe the business opportunity becomes quite interesting. In fact, even compelling, because we're not trying to convince the world that gold has value. The world has decided that a long time ago. There's already an enormously big global market for gold. The opportunity is to build infrastructure around a portion of that existing market. And I repeat, that's the opportunity for sGold to build infrastructure around a portion of that existing market.

02:37
As more gold and more transactions flow into sGold's infrastructure, our business model has been designed to create more and more revenue. So ultimately, our growth will depend on two tangible things. How much gold comes into the infrastructure, and how much activity are we able to build around it?

03:02
For the past several years, much of our work has happened behind the scenes. We've been developing the technology, architecture, and intellectual property behind sGold. Now we're moving toward this commercialization. Our focus is expanding to custody, regulatory and legal infrastructure, distribution

relationships, and institutional channels and ultimately bringing gold and users onto the platform.

03:29
That brings us to why we're here today. Through the Republic offering, you're investing in sGold Technology, the company which is building the infrastructure. You're not buying physical gold, nor are you buying a gold token. You're investing in the company that's building the technology and the commercial network around it.

03:49
The money we intend to raise out of the Republic offering is going to help us go to the next stage in terms of commercial execution, distribution, and taking the platform to market.

03:58
And of course, we have a lot to prove. We have to execute. We have to bring physical gold into the infrastructure, and we have to demonstrate that the institutions are going to adopt this at a global scale. But we very strongly believe that the opportunity is real because this opportunity is connecting one of the oldest stories of value to the modern digital economy and to the modern digital and financial infrastructure.

04:24
Physical gold isn't going away. Our goal is to make it work harder for you. And that's what we do at sGold Technology.

00:04
Investors holding or managing physical gold need more than custody and storage. They need the infrastructure to hold, verify, tokenize, settle, manage, and distribute gold digitally.

00:16
sGold brings these capabilities together through one integrated platform built on a dual layer infrastructure where the asset layer represented by the gold token connects physical gold with digital ownership enabling gold to be bought, sold, and financed. While the network layer powered by the settlement token provides the execution and liquidity rails for payments, network fees and settlement. Together, these layers connect physical gold and digital ownership with the infrastructure required to transact and settle across the ecosystem.

00:48
The journey starts with a simple registration and onboarding process. Investors can onboard as individuals or organizations and register their biometric authentication through sAxess Pro, a secure authentication and authorization layer designed to ensure that no transaction can proceed without the investor's biometric approval.

01:10
They can then choose their preferred payment and settlement method, fiat, crypto or the settlement token and complete the required KYC or KYB verification.

01:19
Once onboarded, investors gain access to the sGold dashboard, providing a comprehensive view of the digital gold ecosystem. Here they can view the current gold price, total gold under management, circulating gold token supply, and the overall physical gold backing. The dashboard also provides visibility into gold allocation, global custody locations, and onchain gold token activity. Investors can also access proof of reserves to verify the physical gold held against the tokens issued for institutional clients.

01:51
sGold provides a structured execution workflow. The process begins with a verified client, defined purchase details, and a selected custody facility. The order first goes through settlement and risk checks confirming the client's available credit capacity and liquidity for the transaction.

02:07
Once approved, an executable quote is provided with a defined validity window. The client reviews and acknowledges the quote and upon acceptance, the execution price is locked for settlement. At this stage, the locked gold exposure is fully covered through a combination of allocated inventory, committed liquidity, and a temporary price hedge, providing 100% coverage and protecting the locked position during the settlement window.

02:32
The transaction then moves through payment settlement. And once payment is received, the corresponding gold tokens are issued against the allocated gold. The transaction is now fully settled and the investor can view their updated gold allocation.

02:50
For individual investors, buying gold is a streamlined process. They select their preferred vault, enter the

amount of gold they want to purchase, and choose how they want to settle through a prefunded USD balance, fiat, crypto, or a settlement token.

03:06
After reviewing the execution price, applicable fees, and total order value, the purchase is securely authorized through sAxess Pro Biometric authentication. Once payment is confirmed, the transaction is executed and the corresponding gold tokens are credited to the investor's holdings, the completed payment and transaction details are available immediately with the investor able to view their updated gold portfolio in my gold.

03:30
Here they can view their total gold holdings, current value, acquisition price, and portfolio performance along with their prefunded USD balance.

03:46
Each gold allocation is linked to a verified custody location, giving the investor visibility into where their physical gold is secured. The platform also provides a complete history of purchases, sales, and other transactions. Each allocated gold position is also backed by a gold ownership certificate.

04:04
The gold ownership certificate provides a formal record of the investor's gold ownership recording the gold token entitlement, allocation, custodian, vault, and custody details. The underlying gold is identified at the bar level with its refiner, serial number, fineness, weight, and allocation together with the holder's undivided fractional legal co-ownership in each allocated bar.

04:28
The gold ownership reconciliation links the gold token balance to the allocated physical gold while the legal status [music] defines the holder's ownership and transfer rights and the verification section provides the ID certificate hash and QR code allowing the record to be independently verified for additional liquidity.

04:45
Investors can convert gold tokens into settlement tokens directly from their holdings through the one-way settlement mechanism. Investors can also liquidate their gold directly through the platform. They select the amount of gold to sell and choose their preferred payout method, either through a fiat bank transfer or directly to a crypto wallet.

05:13
After reviewing the current sale rate and net payout, the transaction is authorized through sAxess Pro biometric authentication, confirming the transfer of the gold tokens being sold. The sale is then processed and the proceeds are transferred to the selected payout channel.

05:30
Once settlement is completed, the investor receives the transaction confirmation and can view their updated gold balance in my gold. But the investor experience is only one part of the platform.

05:42
Behind the customer interface, sGold's operations dashboard is designed to bring gold holdings, custody

records, and transaction activity into a coordinated view. Every digital gold position is maintained alongside the records that establish its physical backing, connecting ownership with the relevant custody documentation and allocation details.

05:58
When a transaction is submitted by an investor, it enters the transaction and settlement workflow where the platform validates the order against the investor's position, payment status, and underlying gold allocation. The transaction then progresses through its settlement workflow with payment and allocation confirmations recorded against the same transaction.

06:24
Behind the scenes, the allocation engine matches each digital gold position to physical bars using whole bars wherever possible and minimizing fractional allocations.

06:35
For example, a 12 ounce purchase is allocated as 10 ounces of one identified bar and 2 ounces of another while keeping the position linked to identified physical bars with no more than one partial bar. Across multiple purchases, the engine prioritizes existing partial bars before creating new ones, keeping fractional allocations consolidated from onboarding and tokenization to custody, liquidity, and settlement.

06:59
sGold connects the entire digital gold life cycle through one integrated infrastructure.

07:09
Your gold, your identity and your authorization.

EXHIBIT F

Testing the Waters Communications

Republic

Company Name sGold

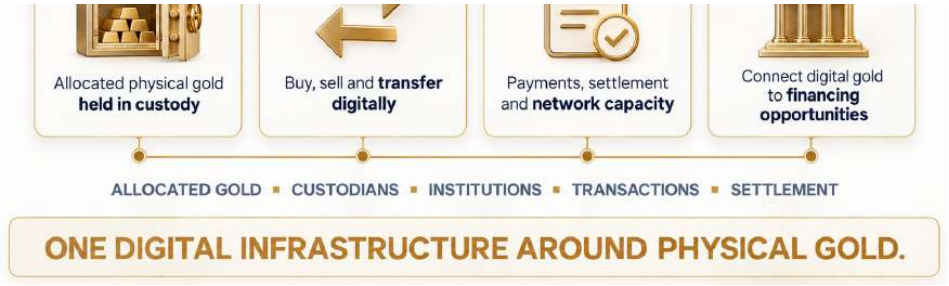
Logo

Headline opens access to critical private market assets that power the world









ONE DIGITAL INFRASTRUCTURE AROUND PHYSICAL GOLD.

How sGold works



Slides

BUILT AS AN OPERATING NETWORK

How sGold Makes Money

sGold Technology Inc. is designed to generate revenue from activity across the platform, including transaction services, platform services, enterprise integrations and technology services.

Transaction Services
Technology supporting buying, selling, transfer and settlement-related activity.

Platform Services
Platform access, digital administration, reporting and related services.

Enterprise Connectivity
APIs, institutional integrations, reporting and enterprise connectivity.

Technology Services
Implementation, integration and other technology services for ecosystem participants.

Final pricing, revenue mix and economics will depend on product implementation, customer contracts, transaction activity and regulatory implementation

and regulatory implementation.

Commercial Traction

Building Block	Partner/Market	Status
Gold Custody	IDS — Dallas, Texas IDS Facility — Delaware	**Custody account opened** for physical gold. Custody account being opened.
Regulatory + European Distribution	Corpa Blockchain/Corpa Trust	**Commercial terms agreed; agreement pending** execution.
Working Capital	Contentra Inc.	**$200K 1-year Term Loan Agreement executed,** $100K in Sept 2026 + $100K in Oct 2026
Strategic Investment	Dunross Capital Network	**Upto $2M investment progressing** with a customer of Dunross.
Launch Gold AUM	Family Offices — Middle East & Asia	**Advanced discussions** to bring physical gold as launch Gold AUM.
LATAM Distribution	LynkCM	**LOI pending signature** to act as an investment & distribution partner for Latin America.

sGold



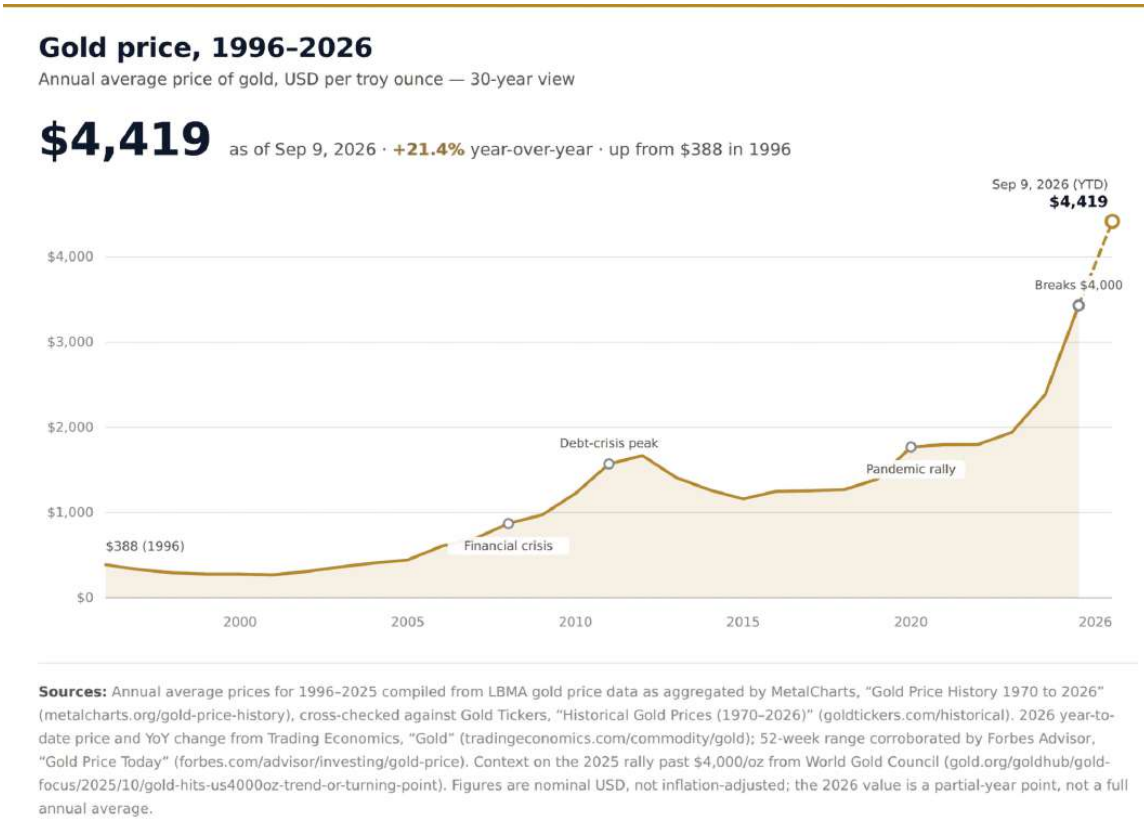




Tags Companies, B2B, B2C, Crypto, Fintech, Blockchain, Crowd SAFE
Industry



Gold is on a historic run. Just look at the metal's recent surge in value.



Unlike other assets, gold's value isn't backed by cash flows, earnings, or interest. The value is entirely "locked in" as a store of value. Money put into gold is capital taken out of circulation, sitting inert and earning no yield.





Roughly $400 trillion in global assets (including gold) remain illiquid and cumbersome to transfer because their infrastructure hasn't caught up to how modern finance actually moves money.

The World Gold Council (gold's standard-setting body) has said that the digital gold ecosystem is being held back by operational complexity, high costs, and a lack of standardization across custody, ownership, and redemption[1].

Tokenized gold provides an opportunity to solve this problem yet current, trading-focused tokenized solutions like Paxos and Tether have primarily focused on digital gold ownership and trading rather than building a broader financial infrastructure around physical gold.

[1] Crypto Briefing

Opportunity

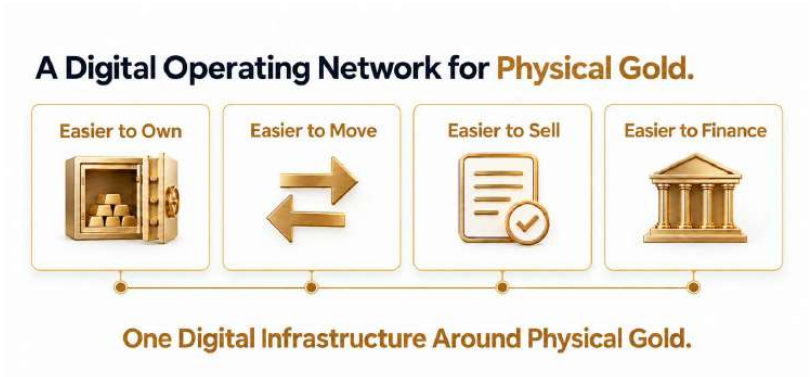


Against a backdrop of geopolitical uncertainty, reserve diversification and changing global capital flows, gold is taking on renewed importance for central banks, institutions and investors. But the infrastructure for owning, moving, settling and financing physical gold remains fragmented.

Citadel modernized the infrastructure for stock and options trading. sGold plans to do the same for gold.

Many people want more gold right now, from central banks and institutional investors to everyday people watching prices climb. The problem: actually owning and moving it is still stuck in the 1800s.

Buying gold today means you're signing up for a chain of middlemen: a dealer, a vault, a custodian, a bank, someone to handle the paperwork. Each takes a fee, yet none of them talk to each other efficiently. This adds up to an estimated $12 billion a year in extra costs for large investors alone.



sGold's fix is simple. Just as Citadel Securities used technology to strip friction out of stock and options trading, making transactions faster, cheaper, and more liquid by modernizing the infrastructure behind the trade, sGold is working to do the same for gold by connecting physical custody, digital ownership and institutional-grade settlement through a unified digital infrastructure.

sGold's goal is to make physical gold easier to own, easier to move, easier to sell and easier to finance.

Competitive Advantage



Tokenizing gold is only the first step. The Gold Token is the starting point, not the entire product.

sGold is not simply creating another gold token. sGold is building an operating network around physical gold, connecting digital ownership with settlement, treasury, distribution and enterprise infrastructure.

sGold also integrates biometric authentication into its digital ownership infrastructure, adding an identity-linked security layer for owner verification and transaction authorization.

Paxos and Tether Gold currently dominate tokenized gold, together holding roughly 97% of the category's $6 billion market cap.[2] [3] Yet both are fairly narrow products from a structural standpoint. Each earns a single one-time creation/redemption fee, charges nothing for storage, and offers no built-in settlement network, treasury function, or enterprise integration layer. Their distribution is largely based on crypto exchanges, while **sGold is being designed to support broader institutional and regulated distribution**.





That's the gap sGold is designed to fill. The company is providing advanced issuance, treasury, and settlement services, alongside platform services and enterprise APIs built for institutions. These are real assets that can be used on regulated exchanges by major institutions.
[2]Coin Gecko

[3]Coin Gecko

Digital Infrastructure



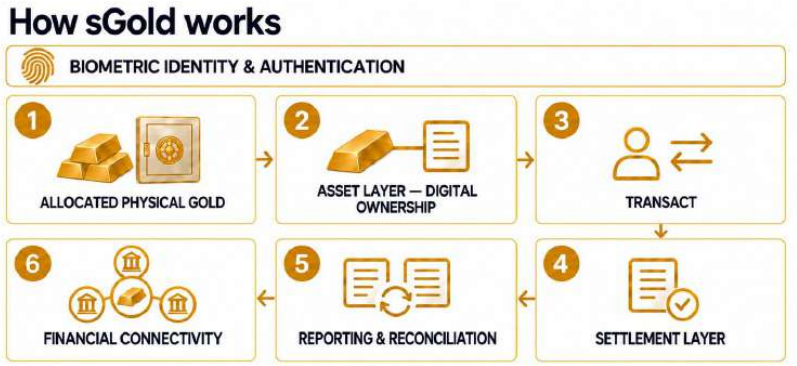
sGold is a platform for unleashing the financial power of physical gold. Here's how it works.

Real gold goes into an audited, insured vault and gets verified. For every ounce sitting there, an equal digital token gets minted on-chain. So each Gold Token represents ownership of one troy ounce of allocated physical gold held in approved custody.

Current physical gold holders have it in vaults, where the metal does nothing. By tokenizing the asset, you can financialize it. The system is designed to enable holders to trade, access financing, and participate in new financial opportunities through sGold's digital infrastructure.

A second token is designed to support settlement, network, and platform fees, enterprise access and other functions across the sGold ecosystem.

This digital infrastructure is designed to reduce the fragmented processes and paperwork that can slow traditional gold transactions.





Business Model



sGold is designed to earn recurring revenue across distinct layers of activity it calls its Platform Revenue Yield.

As Gold AUM and platform participation grow, sGold is designed to generate revenue from activity across multiple layers of the same operating network.

sGold estimates every $1 million of gold assets under management generates about $25,000 in annual platform revenue and roughly $17,000 in operating contribution after servicing costs, with additional long-term value accruing through treasury growth and network effects as adoption scales.



Awards And Recognition

The award-winning technology behind sGold

sGold integrates technology licensed from Serenity Labs Holdings Inc., a founder-affiliated company and the owner of the underlying technology IP, including sAxess Pro for biometric authentication and transaction authorisation.

The underlying sAxess biometric technology received three industry awards in 2026. The Best Industry Innovation recognition was awarded for sAxess technology developed by Serenity together with IDEMIA Secure Transactions, providing independent industry recognition of technology now being integrated into the sGold platform.



***Disclaimer:** sAxess and related Serenity technologies are proprietary to Serenity and/or its affiliates. Awards and third-party names, trademarks and technologies referenced above are presented solely to identify the applicable award, recipient(s) and collaboration. Such references do not imply that any third party, including IDEMIA Secure Transactions, sponsors, endorses, invests in, participates in, or is otherwise affiliated with sGold or this offering.*

The Investment

Why invest in sGold rather than just gold?

You can invest in gold because you believe gold will become more valuable**Or you can invest in sGold because you believe people will increasingly want to do more with that gold.**

sGold is building a business around making physical gold digitally ownable, transferable, sellable and financeable, connecting one of the world's oldest stores of value with the modern digital financial economy.

Gold participates in the value of gold. sGold's business is designed to participate in the activity around gold.

This investment is in sGold, the company changing the dynamics of physical gold financialization through digital infrastructure.

Pitch text





Roadmap



sGold's first step is a stress test: bring in outside security experts to poke holes in the system and make sure nothing breaks under pressure.

Once that's locked down, the plan is to grow in two directions at once:

- Onboard more banks, family offices, and enterprise partners onto the platform
- Build out the plumbing that lets money and gold move and settle smoothly

Our phased growth strategy combines strategic partnerships, institutional adoption, and platform expansion to build Gold AUM.

Commercial Adoption Roadmap

Roadmap to $250M Gold AUM — Target: Dec 2027

Source	Target AUM
Target Launch Gold AUM	$10M
Strategic Gold Partners	$65M
Institutional Investors	$75M
Corporate Treasury & Settlement Clients	$50M
Platform & Ecosystem Growth	$50M
Total Target Gold AUM	$250M

Traction



Dunross Capital is preparing to sign an LOI that will result in investment in sGold upto $2 million. The commercial real estate debt brokerage and capital-structuring firm works as an origination/structuring agent connecting sponsors to institutional lenders. The company has achieved over $2 billion in structured transaction volume and a 100% HUD closing rate.

Commercial Traction

Building the Network for Commercial Launch

sGold is assembling the key commercial building blocks for launch, spanning physical gold custody, regulatory infrastructure, working capital, strategic investment, launch Gold AUM and distribution.

Building BlockPartner/MarketStatusGold Custody

IDS — Dallas, Texas

IDS Facility — Delaware

Custody account opened for physical gold.

Custody account being opened.

Regulatory + European Distribution

Corpa Blockchain/Corpa Trust

Commercial terms agreed; agreement pending execution

Working Capital

Contentra Inc.

$200K 1-year Term Loan Agreement executed, $100K in Sept 2026 + $100K in Oct 2026

Strategic Investment

Dunross Capital Network

Upto $2M investment progressing with a customer of Dunross.

Launch Gold AUM

Family Offices — Middle East & Asia

Advanced discussions to bring physical gold as launch Gold AUM.

LATAM Distribution

LynkCM

LOI pending signature to act as an investment and distribution partner for Latin America.

CUSTODY✓ → REGULATORY → CAPITAL✓→ INVESTMENT → GOLD AUM → DISTRIBUTION

Leadership

Built by professionals with experience across global technologies, financial services and blockchain infrastructure.

sGold's founding team brings over 150 years of combined experience building, scaling, and operating global technology, financial services, and institutional infrastructure businesses.

CORE TEAM



VENKET NAGA

President & Chief Executive Officer

30+ years across technology, software, banking, business operations and commercial development.



ROBERT BORIS MOFRAD

Director, Chief Financial Officer & Chief Product Officer

20+ years across technology, product development and digital security.



SHRUTHI CHANDRASEKAR

Director, Secretary & Head of Strategic Communications

Strategic communications, market positioning and stakeholder engagement.



DAVE BAILIS

Treasurer, Head of Operations & Implementation

25+ years across organizational leadership, client delivery and operational transformation.

sGold

LEADERSHIP TEAM



FARSH FALLAH

Chief Strategy & Partnerships Officer

Leads strategy, go-to-market development and strategic partnerships for sGold. He brings more than 15 years of technology experience, including roles with Apple, Samsung Electronics America and Unity Technologies, spanning hardware, software, technology integration, business development and strategic partnerships.



JAY FALLAH

Head of Technology Architecture & Blockchain Innovation

Leads key areas of technology architecture and blockchain innovation for sGold. An experienced technologist, inventor and former CTO, his background spans blockchain, distributed systems, identity and access management, IoT security, hardware-level security and quantum-aware encryption.



AMIT KOHLI

Head of RWA & Institutional Markets

Leads sGold's real-world-asset and institutional-market strategy. 20+ years of experience across banking, investments, wealth management, private capital and financial advisory, together with experience developing blockchain-based RWA opportunities.



GURUPRASAD MAYYA



MICHAEL CROW

Head of Finance & Controls

Leads key areas of financial planning, controls and institutional readiness for sGold. A chartered accountant with approximately 25 years of experience across banking, large corporates and advisory organizations, he brings extensive experience in financial management, operations and stakeholder relationships.

Head of Institutional Distribution & Capital Markets

Leads institutional distribution and capital-market relationships for sGold. As founder and CEO of Dunross Capital Partners, he brings more than 40 years of experience across institutional capital markets, commercial lending, investment and financial relationships.

sGold

sGold's network includes established players in tokenizing real world assets, institutional trading, capital markets, and on-chain infrastructure.*

Ecosystem, Advisory, and Technology Relationships

Bringing together experts across gold markets, finance, blockchain, technology, compliance, and institutional infrastructure.

ZONIQX

Tokenization Technology & Services Provider

Providing technology and integration services supporting the sGold tokenization infrastructure.

C-GOLD TECHNOLOGIES

Gold Infrastructure Provider

Supporting sGold with expertise in physical gold markets, bullion sourcing, custody arrangements and precious metals infrastructure.

METRON TRADING

Digital Asset Liquidity & Market Making Partner

Supporting sGold with expertise in institutional digital asset liquidity, market making, exchange connectivity and market infrastructure.

PARTNERS

Strategic Capital Markets Partner

Institutional capital markets expertise and connections across global financial markets.

Legal Counsel – Securities & Corporate Governance

Advising sGold on securities law, corporate governance and regulatory matters, supporting the company's legal framework and corporate development.

Technical Ecosystem Provider

Industry-leading oracle infrastructure securing institutional price feeds, proof of reserve, and trusted on-chain verification.

DUNROSS CAPITAL

Supporting sGold with strategic investor access, capital formation, and institutional relationships.

SAUL EWING LLP

CHAINLINK

Team	Venket N Founder	
Perks	$250	Founding Supporter Personalized digital thank you from the sGold team. Early access to eligible sGold services as they become available. Optional name recognition on the sGold Founding Investors page.
	$1,000	sAxess Pioneer Everything above, plus: One free biometric-secured card featuring Serenity technology at launch. Priority support. Special invitation to founder Q&A.
	$5,000	sGold Insider Everything above, plus: Invitation to selected product previews and feedback sessions during the first year. Access to periodic investor briefings with the sGold team.
	$10,000	Founding Investor Circle Everything above, plus: Invitation to an exclusive small-group session with the founders and senior team covering sGold's vision, product development and progress. Invitation for the investor plus one guest to a small-group dinner with the founders. Two physical cards in total. One private 90-minute session with the founders and product team, covering the sGold platform, sAxess technology and the broader sGold website. Personalized founder thank-you video.
	$25,000	Founding Investor Circle Everything above, plus: Invitation to an exclusive small-group session with the founders and senior team covering sGold's vision, product development and progress. Invitation for the investor plus one guest to a small-group dinner with the founders. Featured in official sGold social media channel announcement. Private access to selected product demonstrations and previews as sGold develops toward and beyond commercial launch.
	$50,000	Everything above, plus: Upgrade from the group dinner to a private dinner with the founders for the investor plus one guest. One private 90-minute "Inside sGold" session with the founders and product team, covering the sGold platform, sAxess technology and the broader technology vision. Opportunity to participate in two private product and strategy feedback sessions during the first year. Optional Premier Founding Investor recognition on the sGold website.
	$100,000	Visionary Founding Investor Everything above, plus: Four private 45-minute meetings with the founders during the first 12 months, approximately one per quarter. Private access to selected product demonstrations and previews as sGold develops toward and beyond commercial launch. A designated sGold product-support contact during the first year after platform onboarding. Optional Visionary Founding Investor spotlight on the sGold website and an official sGold social media channel.
FAQ	If gold has been around for thousands of years, what is sGold actually changing?	Not the gold — the way people can use it. sGold is designed to make physical gold easier to buy, own, sell and use digitally.
	Does sGold own the gold? If not, who does?	No.Gold represented through the sGold platform is owned by the relevant Gold Token holders and held in professional custody on their behalf
	Is the physical gold safe?	The gold is held in secure professional vaults, with professional custody, record-keeping and controls designed to safeguard the physical gold.
	What happens if the price of gold goes up or down?	The Gold Token price follows the price of physical gold.
	How does sGold make money from real-world assets?	sGold doesn't need to own the gold to make money from it. It earns fees from the services and transactions that take place through its infrastructure
	What am I investing in?	You are investing in sGold Technology Inc. — the company building and commercializing the sGold infrastructure. You are not buying physical gold or a Gold Token through this investmen
	Does sGold depend only on institutional customers?	No. sGold is designed for both retail and institutional customers, with both playing equally important roles. Retail can create broad participation and activity, while institutions can bring larger-scale adoption and use of the network
	What is sGold?	sGold uses blockchain and digital assets as part of its technology, but that is not the business itself. sGold is building financial infrastructure around physical gold — using digital technology to make gold easier to own, buy, sell and use.

sGold

Disclaimer: Pricing is subject to change. Third-party references do not imply endorsement of this offering. Forward-looking statements, projections and commercial relationships reflect current expectations and may change. Actual results may differ.

Email 1:

sGold

The next gold rush isn't about mining gold!

Everyone knows gold is valuable. But what if the bigger opportunity is in the company changing how the world uses gold?

Meet sGold.

We're developing infrastructure intended to make physical gold easier to own, transfer, sell and finance.

Our mission: Putting Gold to Work.

Explore the company behind that infrastructure and register your interest in a potential investment through Republic. This is an opportunity to learn about sGold Technology Inc., not to purchase physical gold or a Gold Token.

Explore sGold on Republic

> **sGold Technology Inc.**
> Putting Gold to Work.
> sgold.technology

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Email 2:

sGold

If you have been following sGold, you may be wondering what you would be investing in.

Your potential investment would be in sGold Technology Inc., the company developing a platform designed to make gold transactions easier, faster, and more accessible. It is separate from buying physical gold or buying a Gold Token.

sGold is building a new way for people and businesses to buy, sell, and use gold. The company aims to earn revenue from gold transactions and services provided through its platform. Future revenue is not guaranteed, and adoption, execution, regulatory implementation, and other risks remain important.

Visit Republic to learn more about the company and register a non-binding indication of interest:

Explore sGold on Republic

Any reservation or indication of interest is non-binding. This communication is for testing-the-waters purposes and is not an offer to sell securities or a solicitation of an offer to buy securities.

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Email 3:

sGold

Putting Gold to Work.

What could make gold easier to use?

Gold has been trusted as a store of value for thousands of years. Yet buying, selling, transferring and using physical gold can still be complicated, costly and time-consuming.

sGold is building the digital infrastructure to change that.

By connecting physical gold custody, digital ownership, settlement, distribution and enterprise services, sGold aims to make gold more accessible, efficient and useful for individuals, businesses and financial institutions.

And as more people and businesses use gold through the sGold network, new opportunities for transaction activity, services and recurring revenue can emerge.

sGold is building a business around gold—and this is your opportunity to explore investing in the company behind it.

Discover sGold on Republic and register your interest.

EXPLORE THE sGOLD INVESTMENT OPPORTUNITY

The prospective offering is for securities in sGold Technology Inc., not physical gold or Gold Tokens. Indications of interest are non-binding. Commercial success depends on execution, adoption, regulatory requirements and market conditions.

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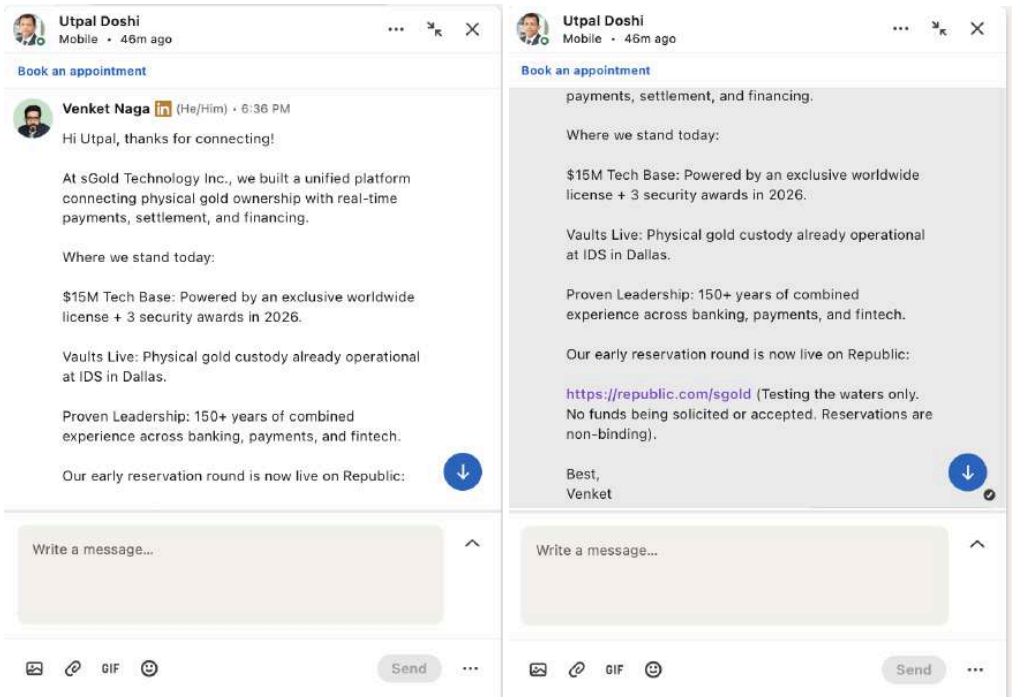
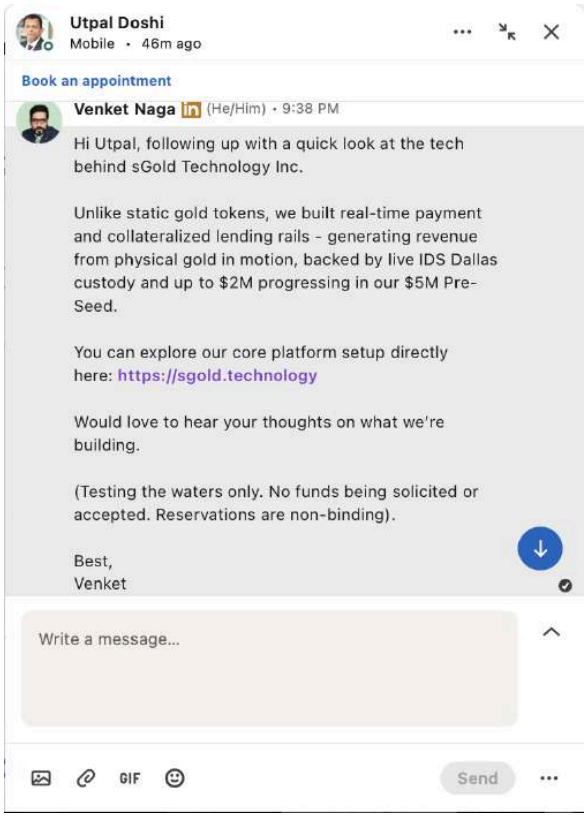


Message 2: (Nov 18, 2026)



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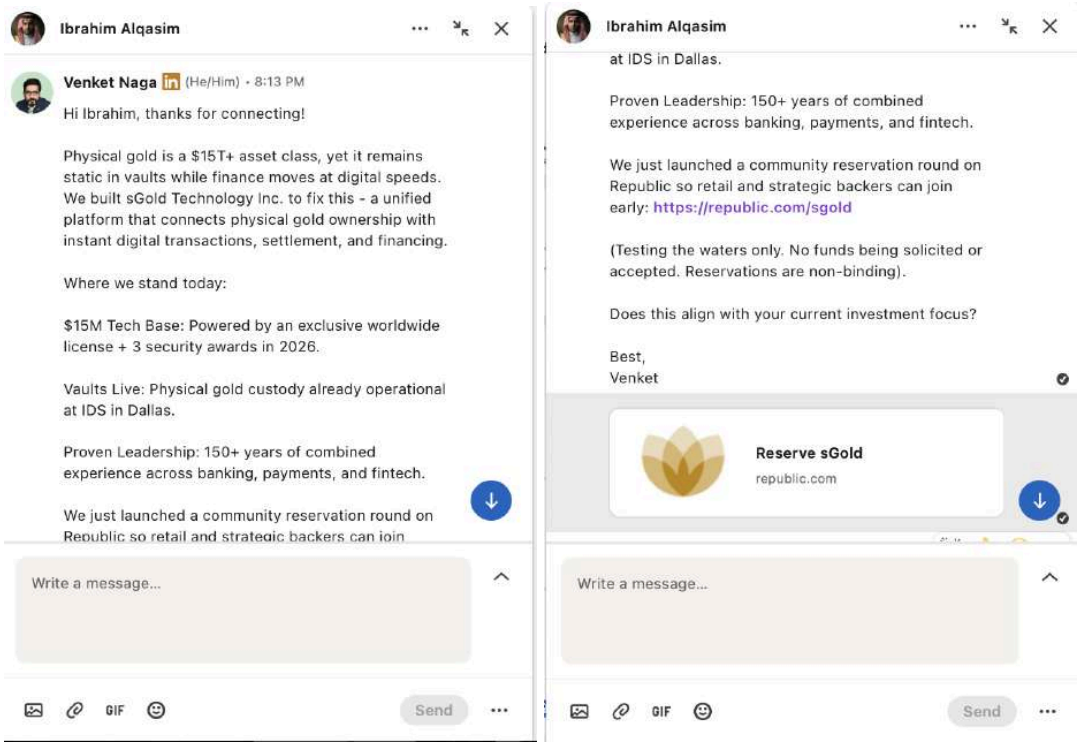

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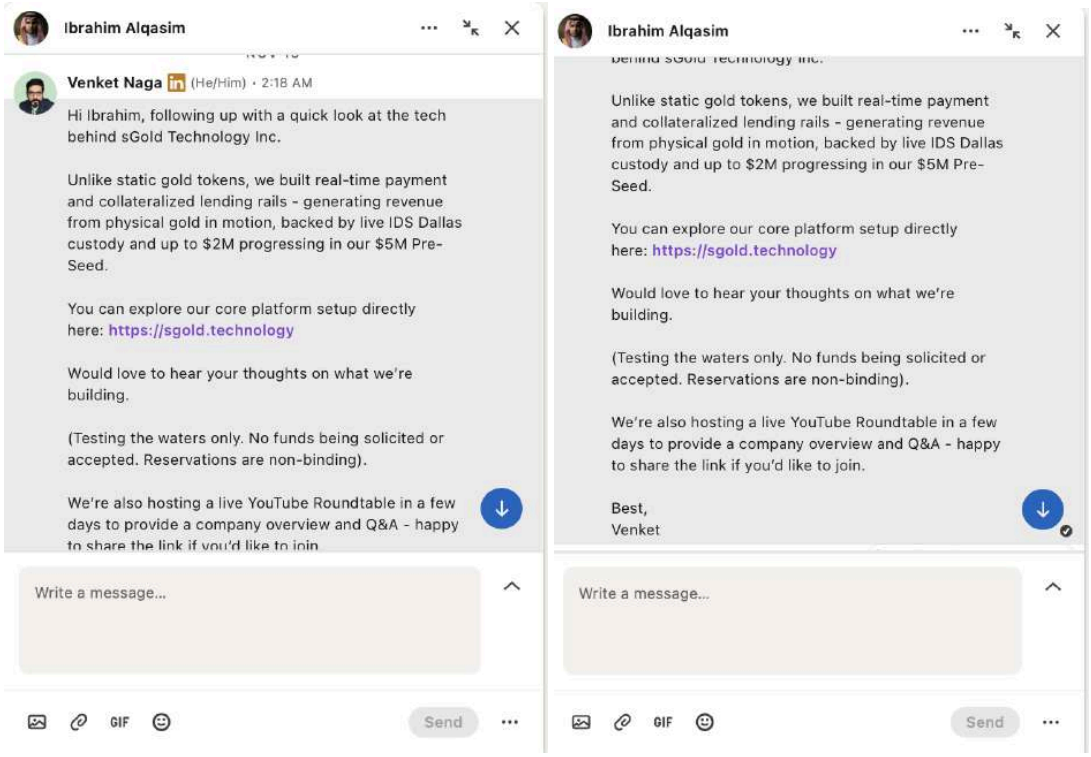

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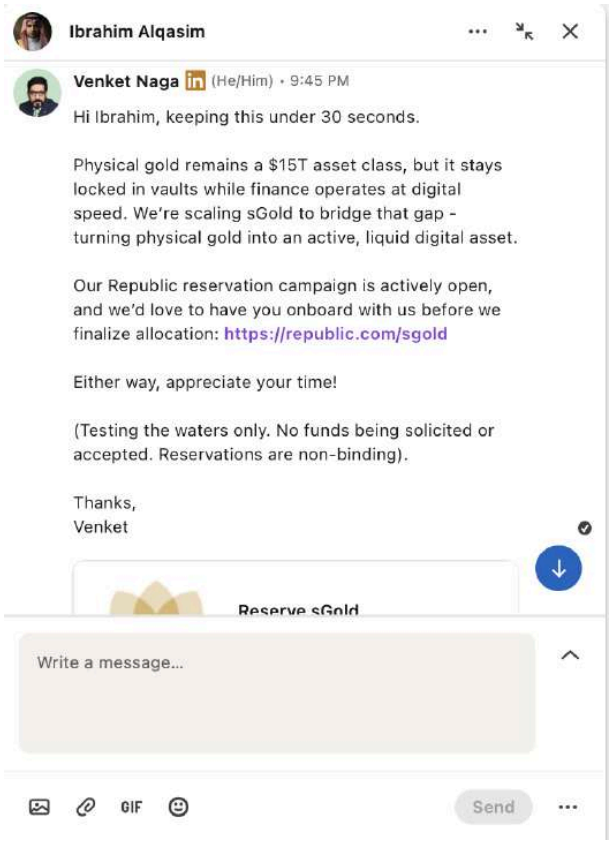
Ibrahim Alqasim
Venket Naga (He/Him) • 9:45 PM
Hi Ibrahim, keeping this under 30 seconds.
Physical gold remains a $15T asset class, but it stays locked in vaults while finance operates at digital speed. We're scaling sGold to bridge that gap - turning physical gold into an active, liquid digital asset.
Our Republic reservation campaign is actively open, and we'd love to have you onboard with us before we finalize allocation: https://republic.com/sgold
Either way, appreciate your time!
(Testing the waters only. No funds being solicited or accepted. Reservations are non-binding).
Thanks,
Venket
Reserve sGold
Write a message...
GIF
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Gold is physical. The experience around it can be digital.

sGold Technology Inc. is developing infrastructure intended to make physical gold easier to own, transfer, sell and finance.

Explore the company and register non-binding interest in a potential investment on Republic:

https://republic.com/sgold

This concerns a potential investment in sGold Technology Inc., not a purchase of physical gold or a Gold Token.

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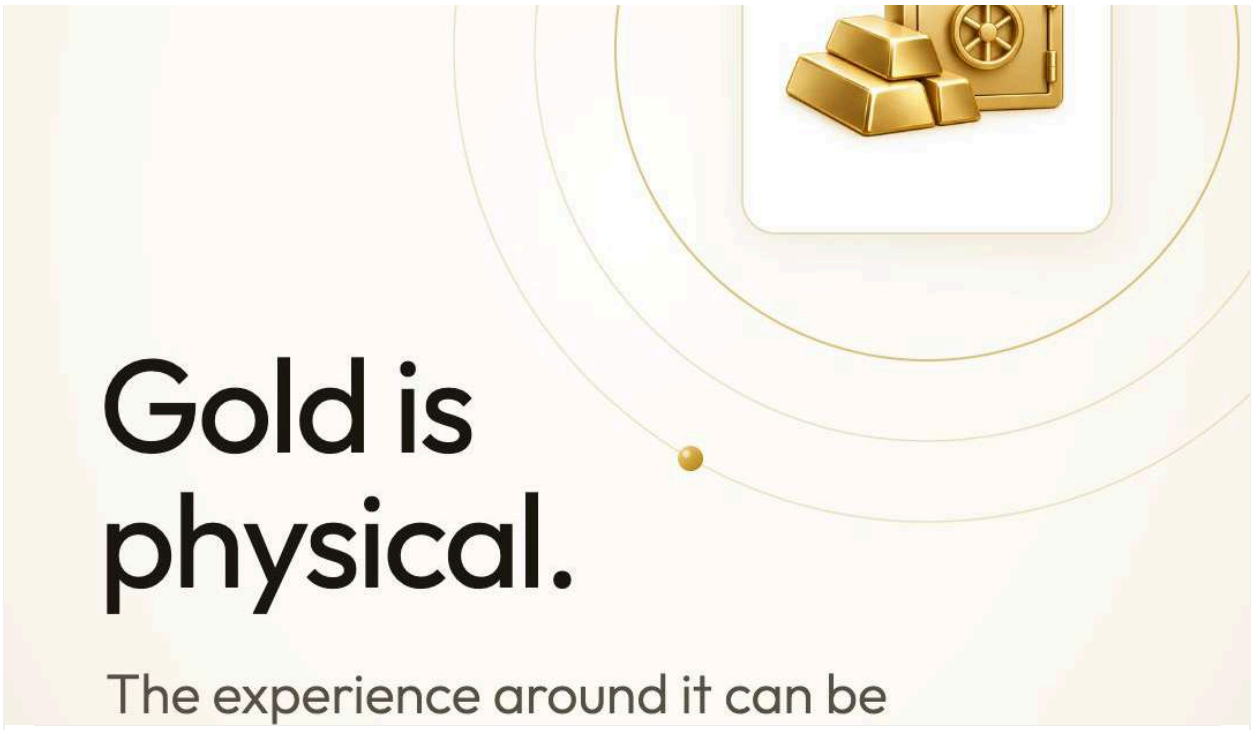
#sGold #GoldTechnology



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sGold Technology Inc's Post

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Our October 7 demonstration showed the intended path through onboarding, purchase requests, holdings information, and sale or redemption requests.

Now the work continues on commercial implementation and the operating arrangements and integrations required to support customers. The demonstration is not evidence of completed customer transactions.

Review the sGold company overview: https://republic.com/sgold

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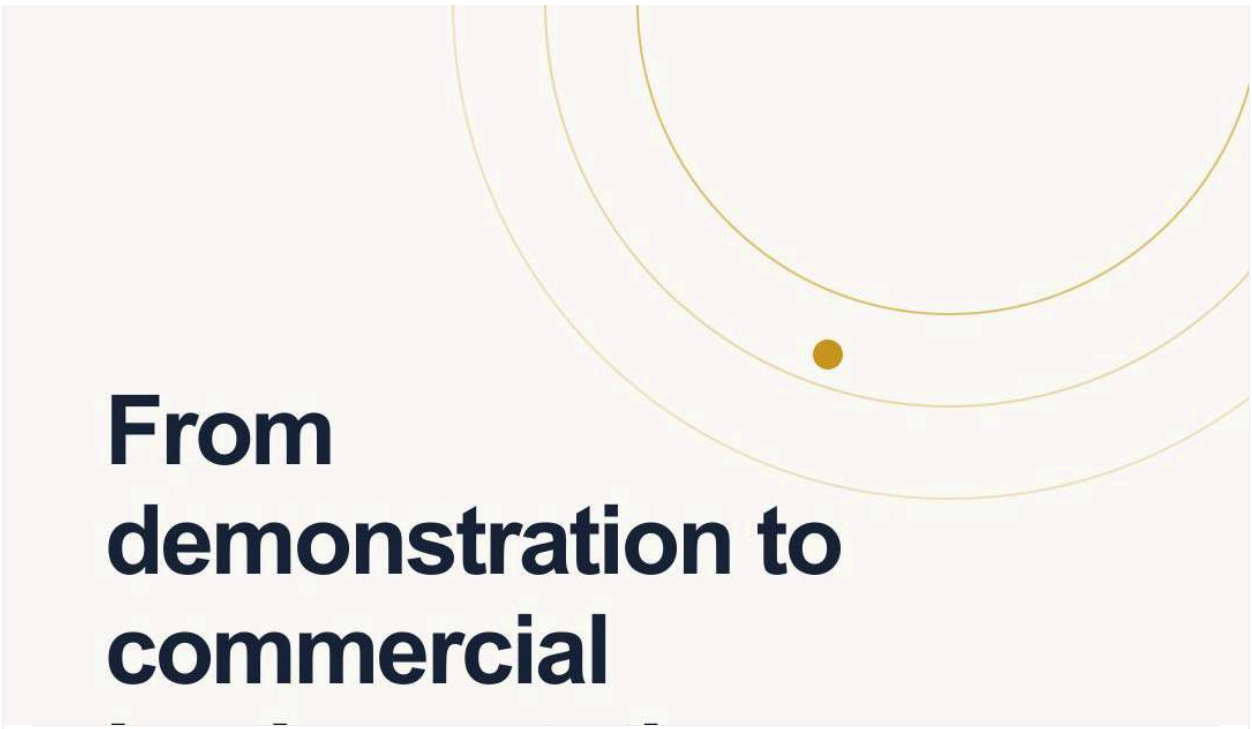
#sGold #GoldTechnology



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Gold is quietly going digital—and three signals from this year make it clear:

• LBMA launched its Gold Bar Integrity database, a DLT-powered ledger meant to bring bar-level transparency across accredited refineries and London vaults.

• World Gold Council published a new industry white paper outlining “pooled gold interests” and a wholesale digital gold framework—pushing standards, governance, and interoperability forward.

• MKS PAMP moved to relaunch a fully backed digital-gold product (DGLD), signaling that top-tier refiners see institutional-grade tokenized gold as the next chapter.

At Summit Bullion Inc., we’re building for this future from a U.S. base, physical-first operations now, with redemption-first digital rails next, so speed never comes at the cost of real, auditable ownership.

Beta launch Dec 1st for small group of investors and advisors. Live public launch Jan 1st. Follow along as we build the future of finance.

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When Every Participant Keeps Their Own Records

A gold bar can sit in the same vault for years.

What changes is everything around it.

As assets move through an ecosystem, more participants become involved. Dealers, vault operators, custodians, advisors, auditors, and sometimes several of them at the same time.

Each organization maintains its own records and follows its own processes. That makes sense. They were built to support different responsibilities and different business needs.

The challenge isn't the gold itself.

It's making sure everyone is working from the same understanding of the asset as ownership changes, reporting requirements evolve, and new parties become involved.

The physical asset may never move.

The information surrounding it often does.

Over the years, the precious metals industry has built an incredible amount of trust around the custody and movement of physical assets.

What we're starting to see is that many of the next operational challenges are less about moving assets and more about coordinating information across multiple participants.

It's a subtle problem, but one that becomes increasingly important as ecosystems grow.

#GoldieCity #PreciousMetals #Infrastructure #Ownership #Verification #Settlement

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Your gold sits in a world-class vault. But if the custodian files for bankruptcy tomorrow, who legally owns the metal?

...more



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Goldie.City
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Some industries aren't looking to be reinvented.

The precious metals industry is one of them.

Decades of trust already exist between dealers, vault operators, custodians, and the institutions they

work with.

That trust isn't a barrier to innovation.

It's the foundation innovation should build on.

Infrastructure shouldn't ask an industry to start over.

It should help the people already in the ecosystem work together more efficiently, coordinate information more easily, and verify ownership with greater confidence.

That's the kind of infrastructure we're building at Goldie City.

#GoldieCity #PreciousMetals #Infrastructure #DigitalOwnership #Verification

4

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For over 5,000 years, gold has held its place as a trusted store of value.

Not because of hype.
Not because of timing.
But because of consistency.

In today's environment, where markets shift quickly and uncertainty is part of the landscape, clients are asking a different kind of question: "How do I protect what I've built?"

This is where physical gold plays a role.

Not as a replacement for a diversified portfolio—but as a stabilizing asset outside traditional financial systems. Something tangible. Something with a long-standing track record of trust.

At Summit Bullion, we work with wealth advisors to make incorporating physical gold simple, transparent, and aligned with your clients' long-term strategy.

Because for many clients, it's not about chasing returns.

It's about preserving wealth.

If you're exploring how to introduce physical metals into your client portfolios, we're here as a resource.

🔗 Learn more: www.summitbullion.io

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Public understanding of digital assets has long been shaped by mining. Yet the majority of institutional-grade assets no longer rely on computational issuance models. Stablecoins, especially those backed by real collateral, follow a different process entirely.

Minting is a controlled event. It depends on verified reserves, documented custody, and multi-signature governance rather than energy expenditure or validator competition. This distinction is central to how institutions assess stability and trust. For USDKG, supply creation is tied directly to audited physical gold, and every mint operation is visible on-chain.

As regulatory expectations mature and transparency standards rise, understanding the difference between mining and minting becomes essential for users, policymakers, and financial institutions.

Read more: https://lnkd.in/eFpYaQrB

#Stablecoin #Minting #Mining #ProofOfReserve

6

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Gold Dollar - USDKG
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As global regulatory frameworks develop, senior policymakers continue to highlight what defines a credible stablecoin. Federal Reserve Governor Christopher Waller has pointed to the importance of fully backed reserves, transparent processes, and issuance mechanisms that operate within clear

governance structures.

Minting supports these expectations because it links token creation to audited collateral rather than decentralized computation. This model aligns with the direction regulators are encouraging and reflects the standards institutions increasingly expect from digital asset issuers.

USDKG was built around this principle. Every token originates from verified physical gold and is minted only after documented, auditable procedures are completed. The result is an issuance model structured for institutional oversight and long-term stability.

Read the full article: https://lnkd.in/eFpYaQrB

#Regulation #Stablecoin #ProofOfReserve

4

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Andrew Clark
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More advisors are starting to ask the same question: "How do I help my clients feel secure—not just invested?"

Physical gold continues to be part of that answer.

If you're exploring ways to strengthen your clients' portfolios, happy to connect.

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In today's market, confidence is everything, especially for clients navigating uncertainty.

While portfolios evolve and strategies adjust, one principle remains constant: true diversification includes assets that stand the test of time.

Physical gold has long played that role—not as a trend, but as a foundation.
For wealth advisors, the conversation isn't about replacing modern investment strategies. It's about strengthening them. Adding a tangible, time-tested asset can help clients feel more secure, more balanced, and more prepared for whatever comes next.

At Summit Bullion, we partner with advisors to make integrating physical gold seamless, transparent, and aligned with your clients' long-term goals.

Because in an unpredictable world, clarity and confidence matter more than ever.

🔗 Learn more: www.summitbullion.io

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Inflation isn't just a headline... it's a persistent concern for your clients' long-term purchasing power.

So the question comes up often: Is gold actually a reliable hedge?

The short answer: it can be when used strategically.

Gold has historically shown a low correlation to traditional assets like stocks and bonds, making it a valuable diversification tool during periods of economic uncertainty. While it may not track inflation perfectly in the short term, it has demonstrated the ability to preserve value over longer cycles.

For advisors, the conversation isn't about replacing core investments—it's about enhancing portfolio resilience.

A well-structured allocation to physical gold can:
- Help offset currency devaluation
- Provide stability during market volatility
- Serve as a tangible store of value outside the financial system

In today's environment, clients are asking more questions about protecting what they've built. Having a thoughtful answer matters.

If you're exploring how gold fits into modern portfolio strategy, we're here as a resource.

🔗 Learn more: www.summitbullion.io

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Gold Market Corp.
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2mo · Edited

Gold traded below CAD $6,172 per ounce on Tuesday, with prices near two-week lows as higher oil prices and a more hawkish tone from the U.S. Federal Reserve shifted attention toward the possibility of another rate hike in September.

Despite the short-term volatility, gold posted a strong gain of approximately 10% in August. Continued central bank demand, investment interest and concerns surrounding currency purchasing power continue to provide important longer-term support for the precious metal.

📈 Our Take: Hold / Buy on Dips — Higher rate expectations may create short-term volatility, but gold's broader fundamentals remain constructive. With strong recent performance and continued structural demand, investors may consider accumulating on meaningful pullbacks rather than reacting to short-term market movements.

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sGold Technology Inc's Post

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Owning gold is one part of the picture. The infrastructure around it matters too.

sGold Technology Inc. is developing infrastructure intended to make physical gold easier to own, transfer, sell and finance.

Explore the company and register non-binding interest in a potential investment on Republic: https://republic.com/sgold

This concerns a potential investment in sGold Technology Inc., not a purchase of physical gold or a Gold Token.

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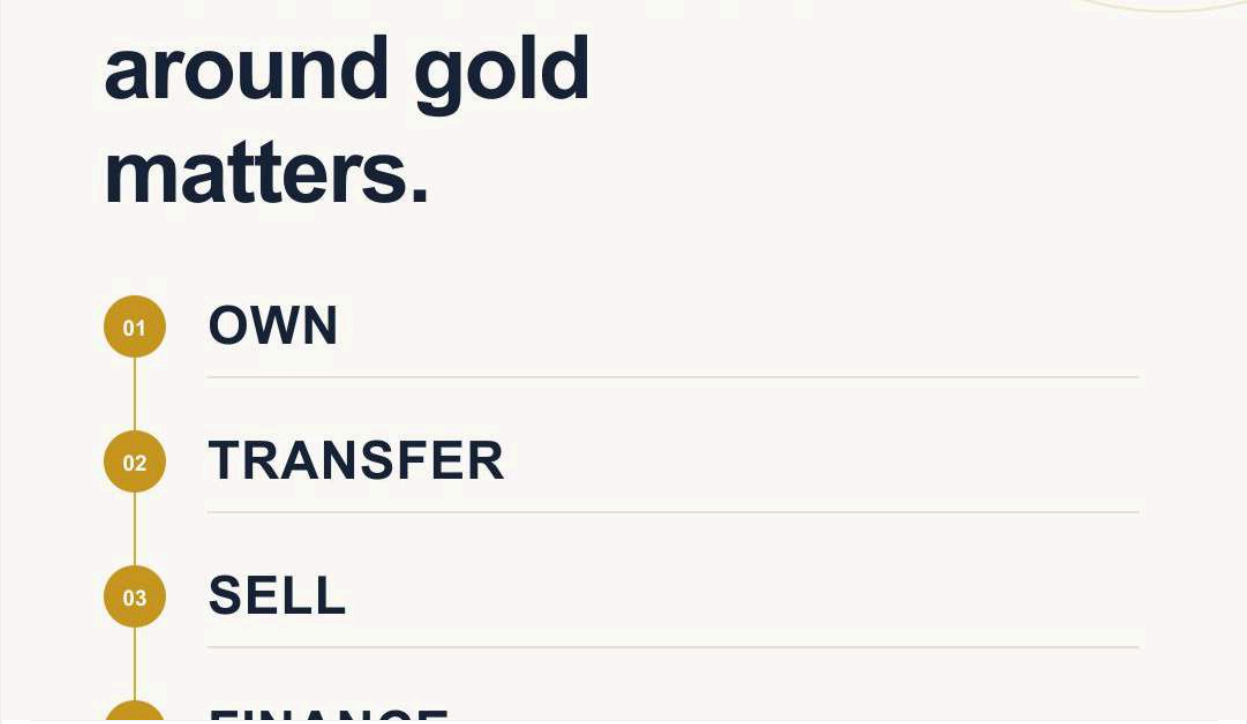

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Gold has a long history. The infrastructure around it is still evolving.

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#sGold #GoldTechnology

Putting gold
to work.

Explore the company building
infrastructure for physical gold.

Learn more on Republic

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sGold Technology Inc's Post

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Gold has enduring value. The infrastructure around it is the focus of sGold Technology Inc.

We're developing technology intended to make physical gold easier to own, transfer, sell and finance. That is the vision behind our mission: Putting Gold to Work.

The infrastructure is in development.

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sGold Technology Inc's Post

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Own. Transfer. Sell. Finance.

These are the experiences sGold Technology Inc. intends to connect through infrastructure for physical gold.

Our focus is the technology behind those experiences. The infrastructure is in development; this is our vision, not a claim of currently available services.

Explore sGold and register non-binding interest in a potential investment: https://republic.com/sgold

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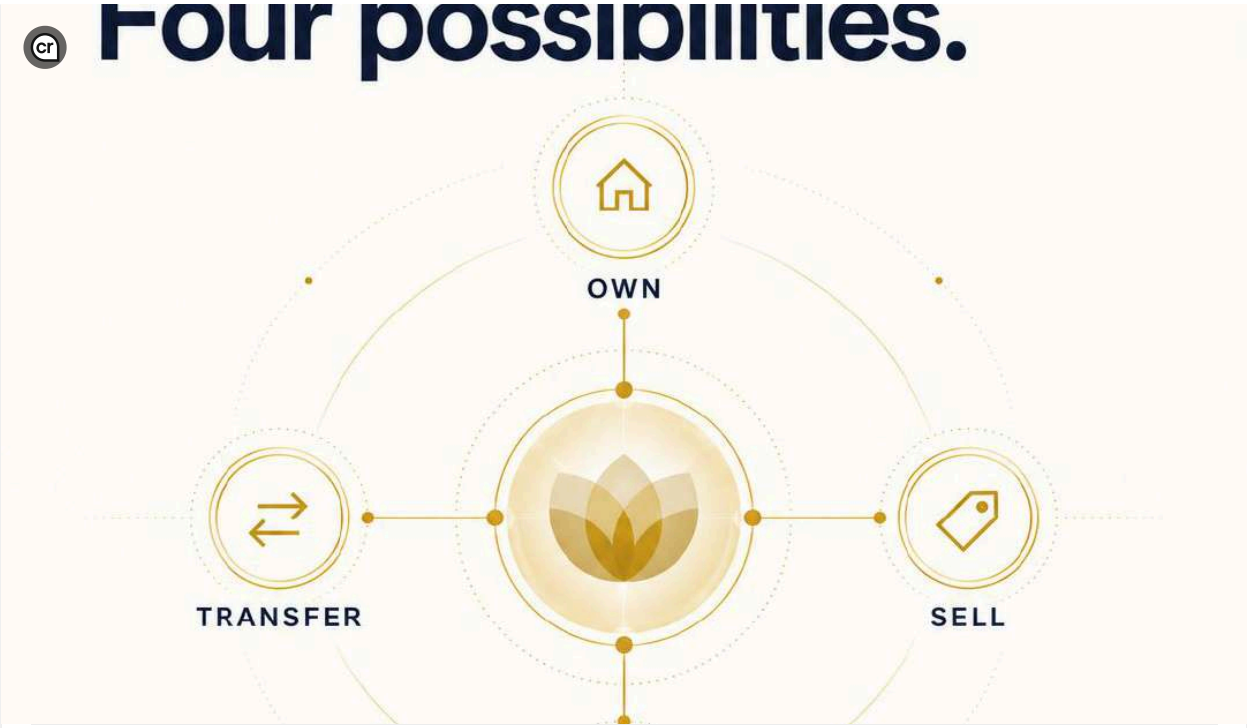

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sGold Technology Inc's Post

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When you explore sGold on Republic, you are learning about sGold Technology Inc.—the company developing infrastructure for physical gold.

Our vision is to make physical gold easier to own, transfer, sell and finance. The infrastructure is in development.

The potential investment concerns the company, not the purchase of physical gold or a Gold Token.

Explore sGold and register non-binding interest in a potential investment: https://republic.com/sgold

This concerns a potential investment in sGold Technology Inc., not a purchase of physical gold or a Gold Token.

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Putting Gold to Work is our mission.

At sGold Technology Inc., we're developing infrastructure intended to make physical gold easier to own, transfer, sell and finance.

If you're getting to know sGold, start with the company overview on Republic. Learn about the vision and register non-binding interest in a potential investment.

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The experience around physical gold is the focus of sGold Technology Inc. We're developing infrastructure intended to make physical gold easier to own, transfer, sell and finance.

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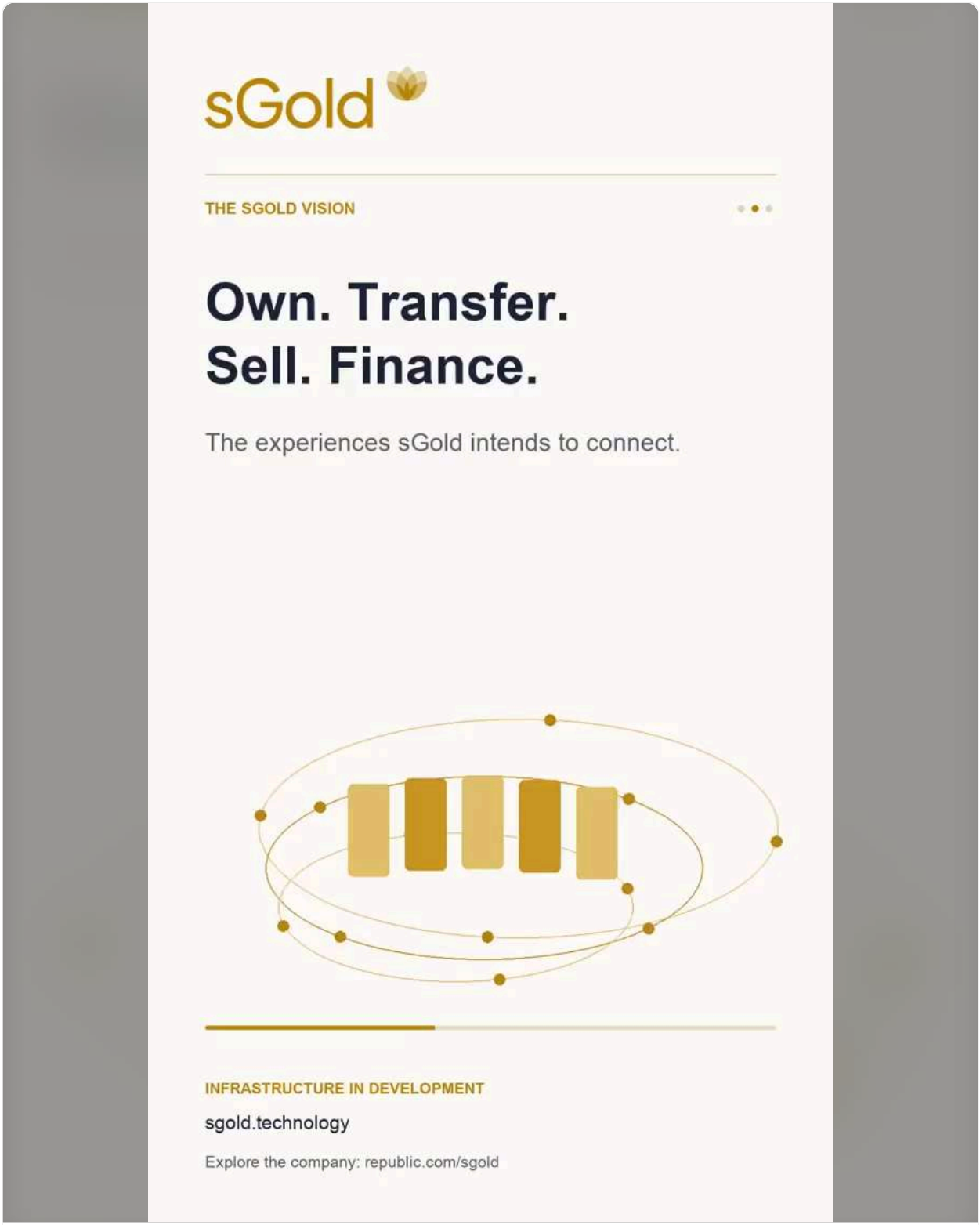

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Our vision connects four experiences around physical gold: owning, transferring, selling and financing. sGold Technology Inc. is developing the infrastructure intended to support that vision.

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🚀 A NEW CHAPTER FOR SERENITY - sGold is now on **Republic.com**

Many of you have been part of the Serenity journey from **#RWS** and **#Web3** infrastructure to sAxess, identity, and now sGold.

Today, we're taking an important step toward the real economy.

🇺🇸 sGold Technology Inc. is now live on **Republic.com** for a Testing-the-Waters campaign under SEC Regulation Crowdfunding (Reg CF).

What does this mean?
Republic enables companies to raise capital from their communities through regulated securities offerings.

Reg CF can allow eligible investors to invest in companies through an SEC-registered, FINRA-member intermediary such as Republic.

Right now, sGold is Testing the Waters. No investment is being taken yet. Our community can explore the opportunity and make a non-binding reservation to express interest before the offering goes live.

Why now?
With much of the technology foundation built, sGold is moving toward commercial launch and enterprise adoption. This raise is intended to help move sGold from development to real-world deployment and scale.

This is part of the larger Serenity story.

As sGold grows, it can expand real-world utility across the Serenity ecosystem, including RWS, sAxess, identity, payments and settlement infrastructure.

Why reserve?
A reservation costs nothing, requires no investment today and is completely non-binding.

Your reservation matters. Strong community participation shows sGold is approaching its commercial

phase with an existing community and demand.

👉 Explore sGold and reserve your interest on Republic: https://republic.com/sgold

Don't forget to watch our founder and product videos on the campaign page.

If and when the Reg CF offering goes live, those who wish to participate can consider investing through Republic, subject to the offering terms and applicable requirements.

We built the technology.

Now it's time to take it to the real world.

We want the Serenity community to be part of that journey.

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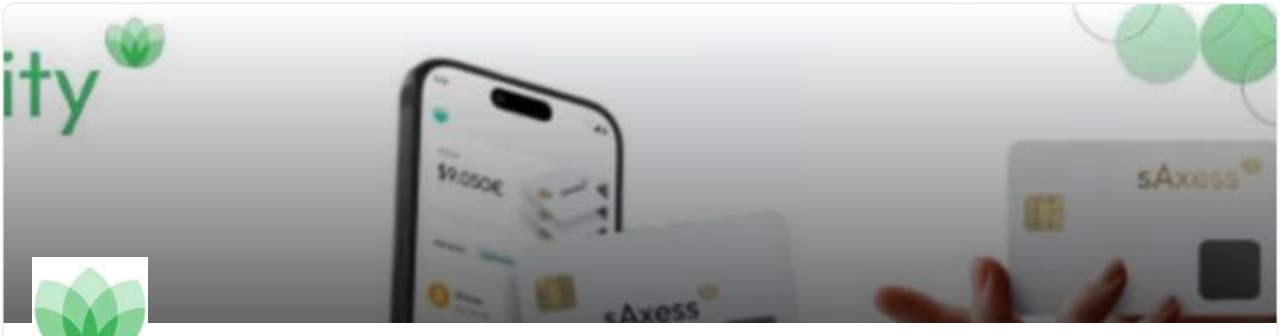

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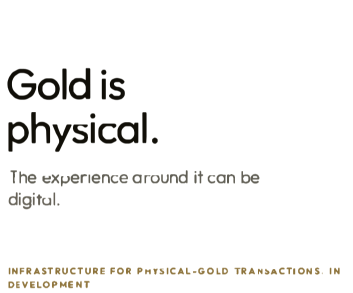

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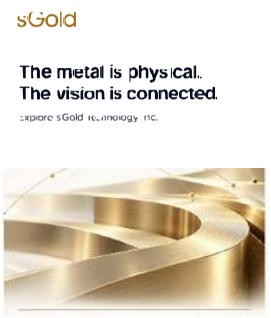





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Gold is physical.

The experience around it can be digital.

INFRASTRUCTURE FOR PHYSICAL-GOLD TRANSACTIONS. IN DEVELOPMENT.

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#sGold #GoldTechnology

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From demonstration to commercial implementation.

Developing infrastructure for physical gold

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Our October 7 demonstration showed the intended path through onboarding, purchase requests, holdings information, and sale or redemption requests.

Now the work continues on commercial implementation and the operating arrangements and integrations required to support customers. The demonstration is not evidence of completed customer transactions.

Review the sGold company overview: https://republic.com/sgold

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sGold

Putting Gold to Work.

Discover the vision behind sGold.



sGold

The metal is physical.
The vision is connected.

Explore sGold technology inc.



sGold

One vision.
Four possibilities.



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Gold is valuable.
What connects it?

Developing infrastructure for physical gold.



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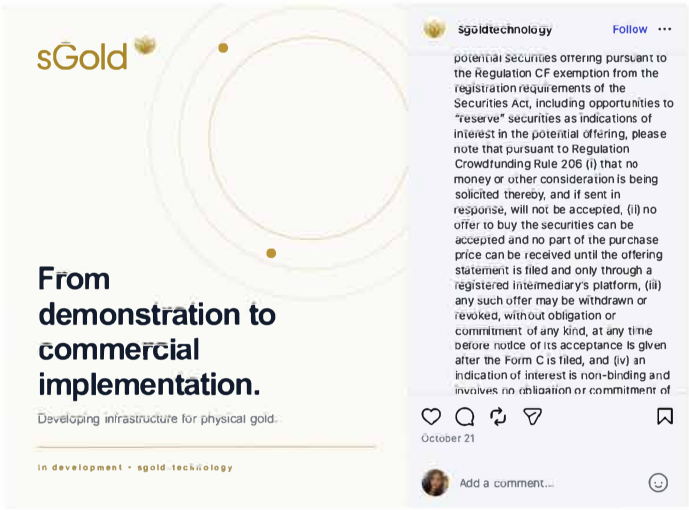

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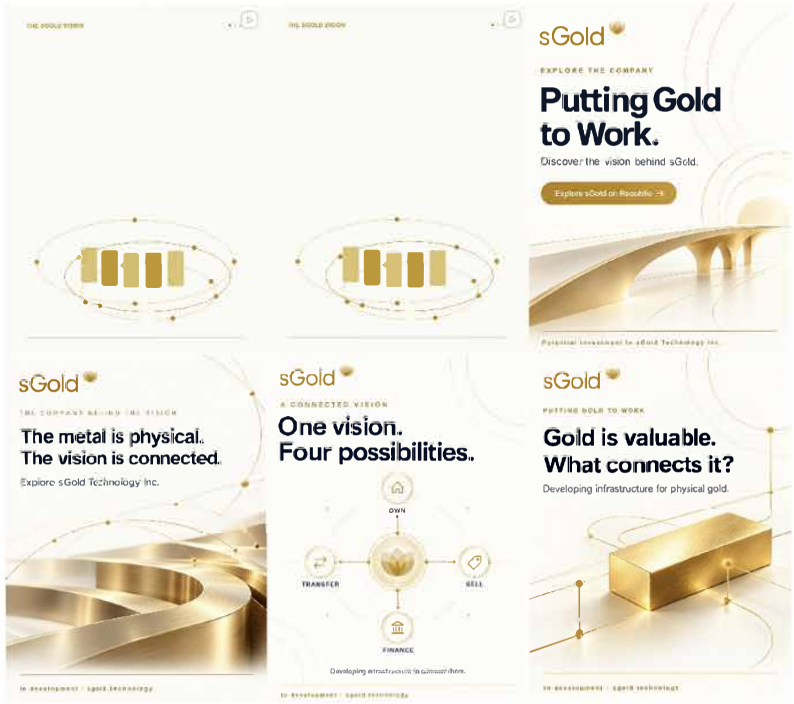

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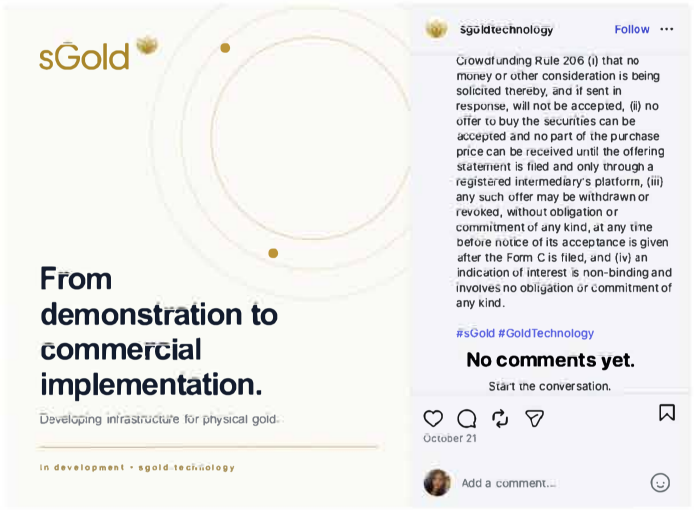

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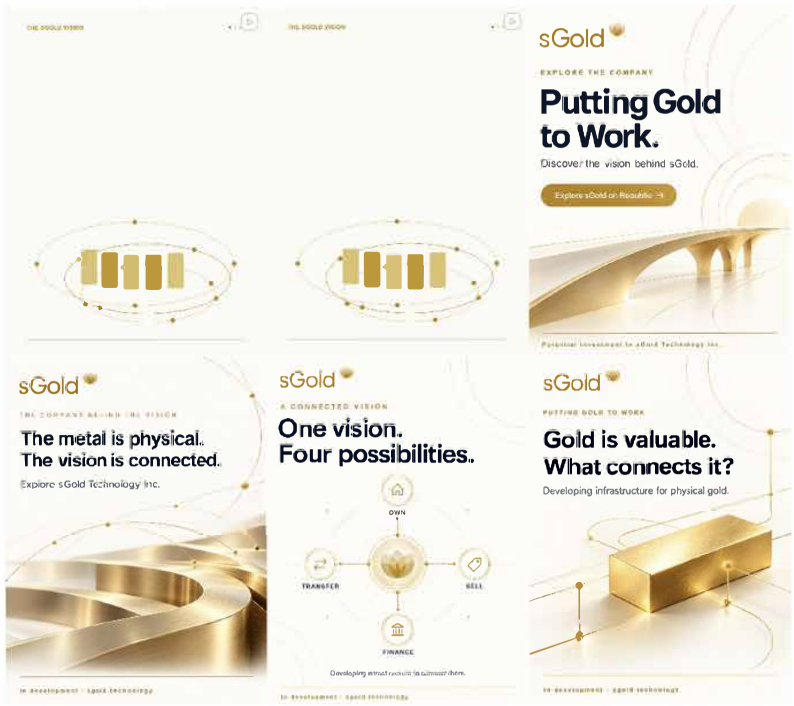

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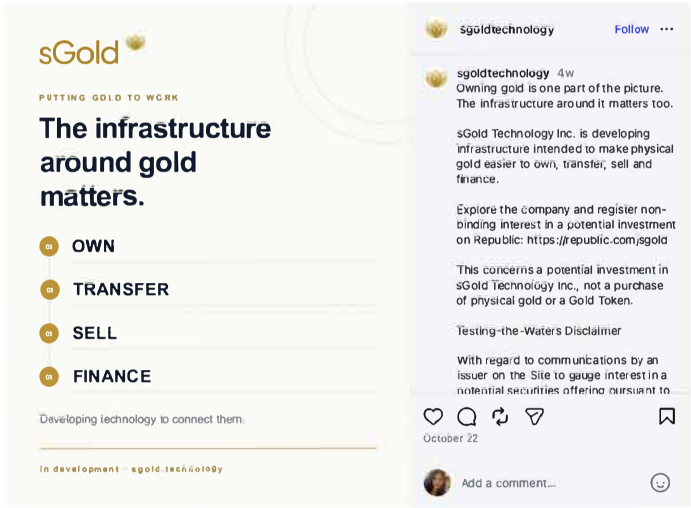

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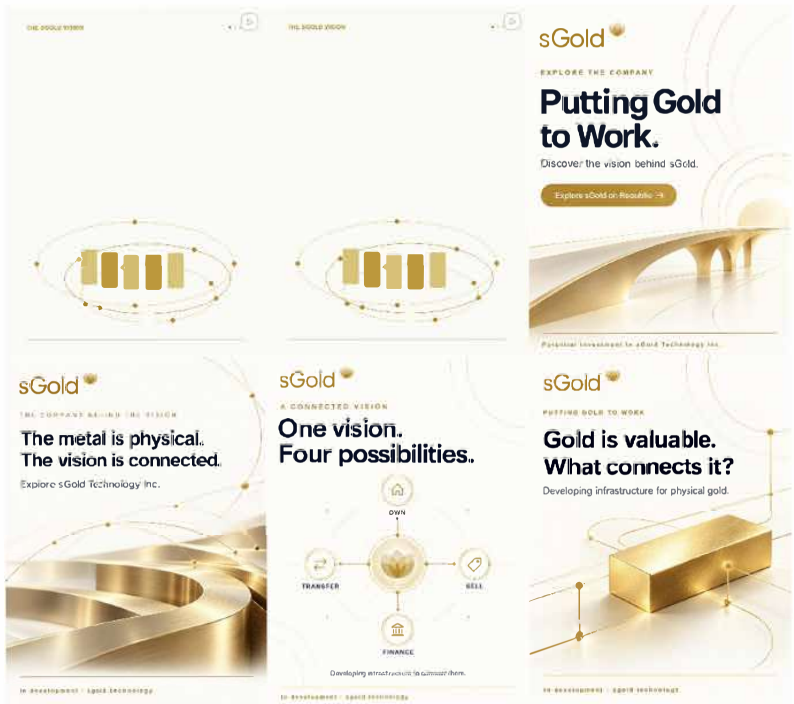

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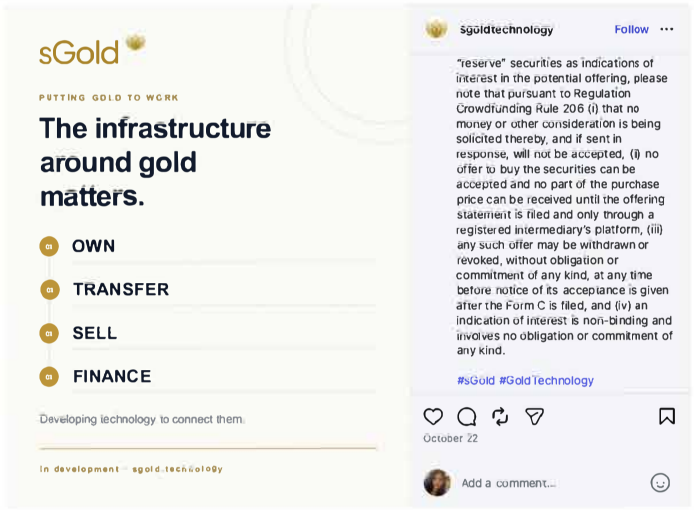

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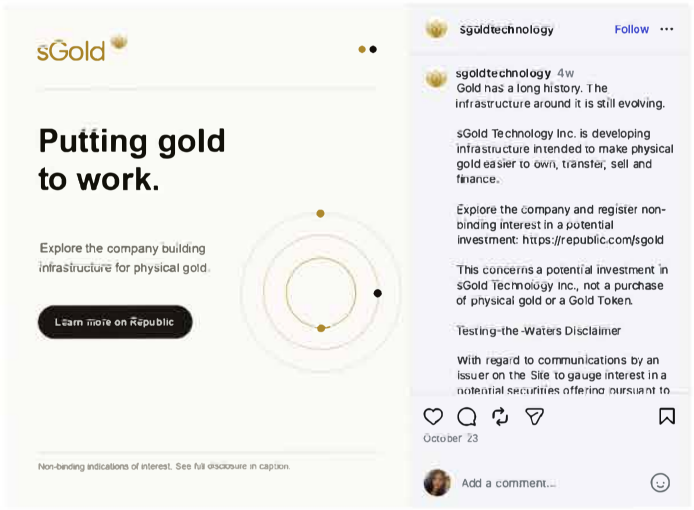

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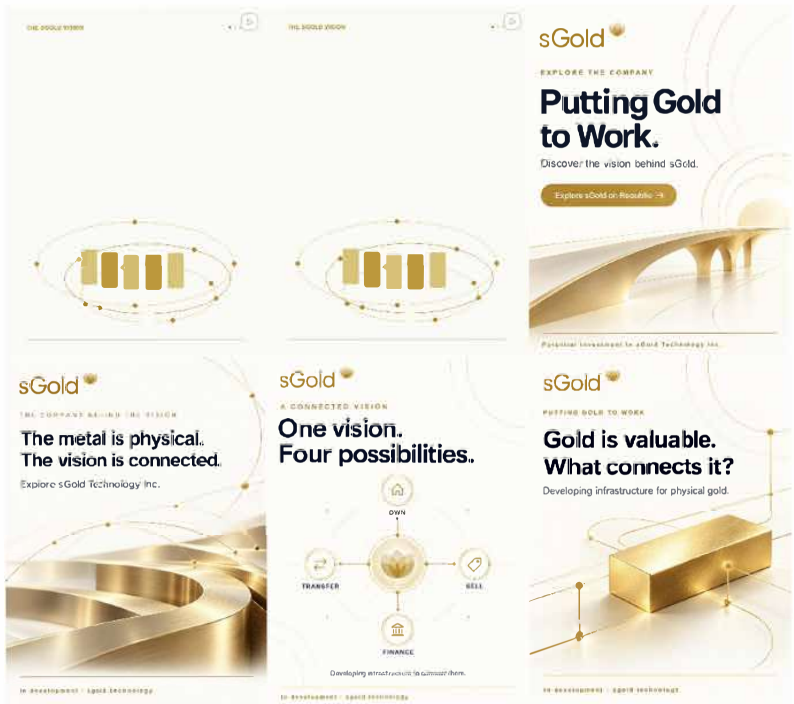

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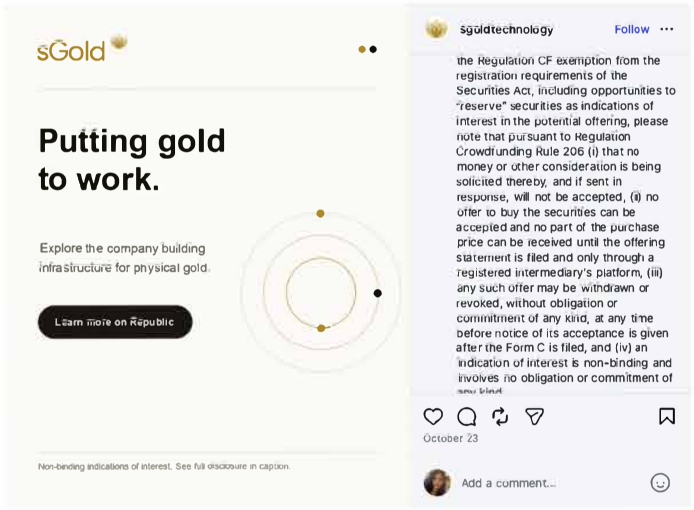

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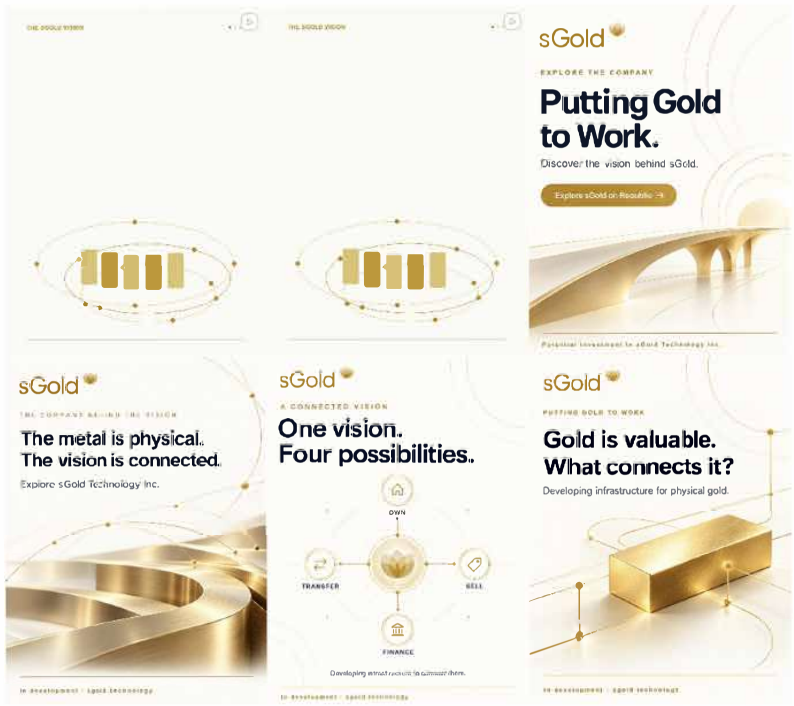

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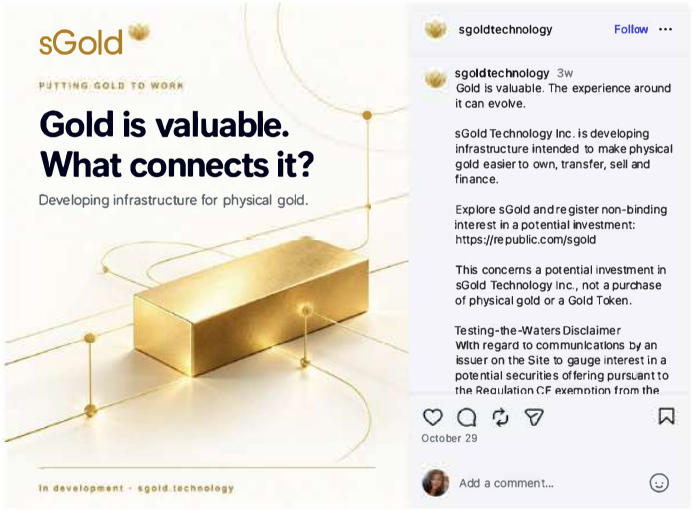

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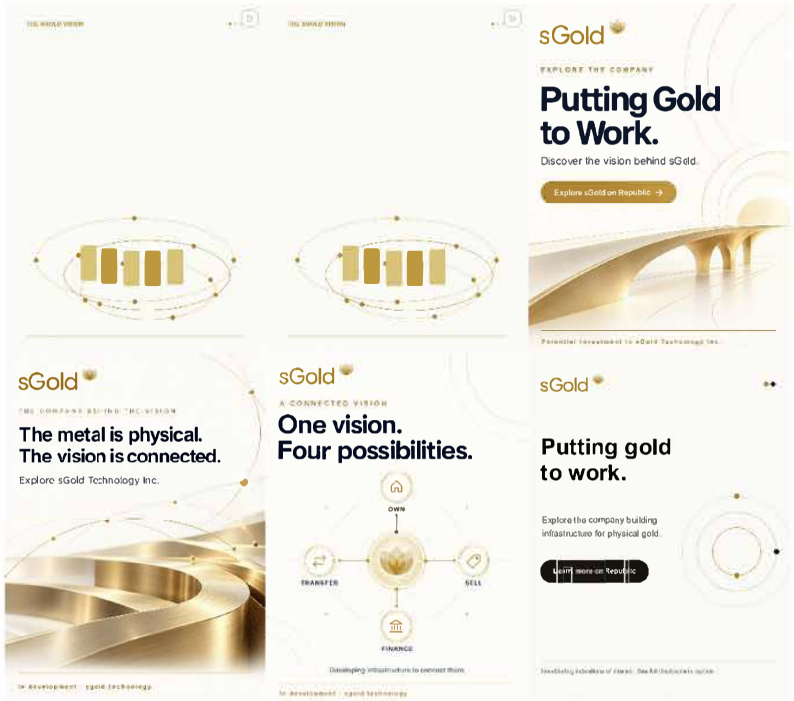

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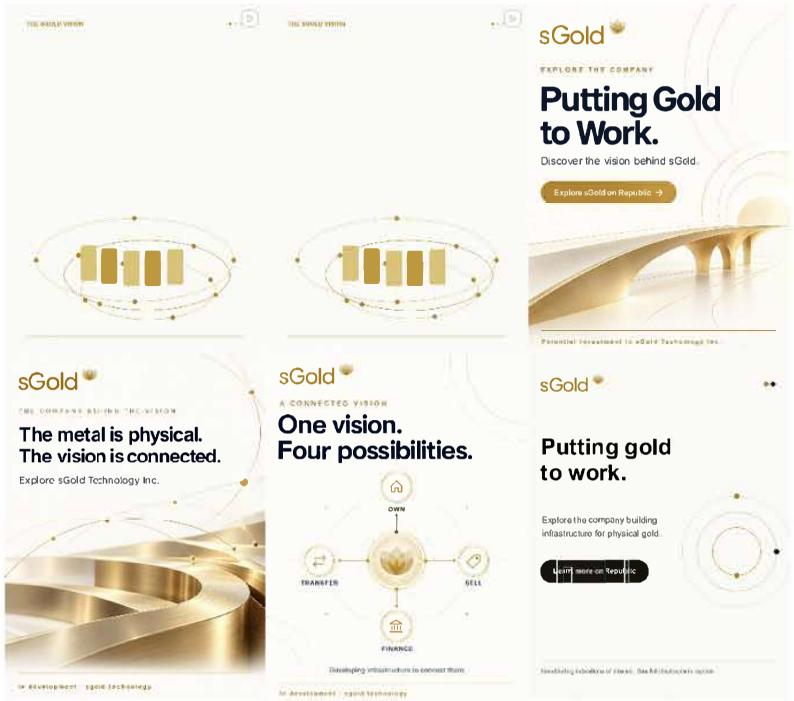

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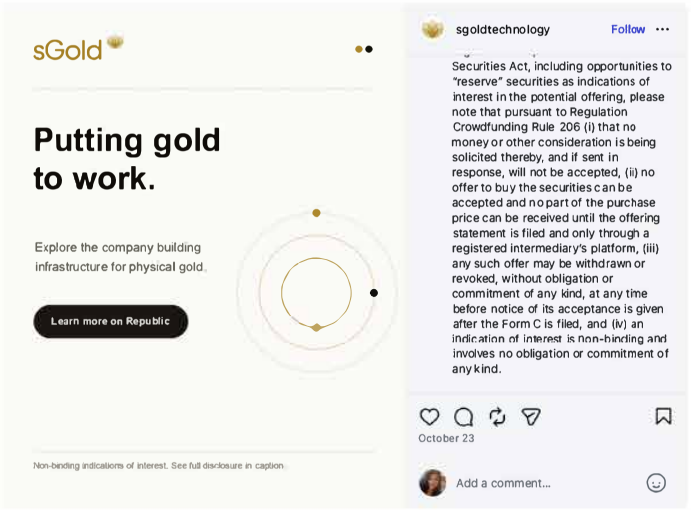

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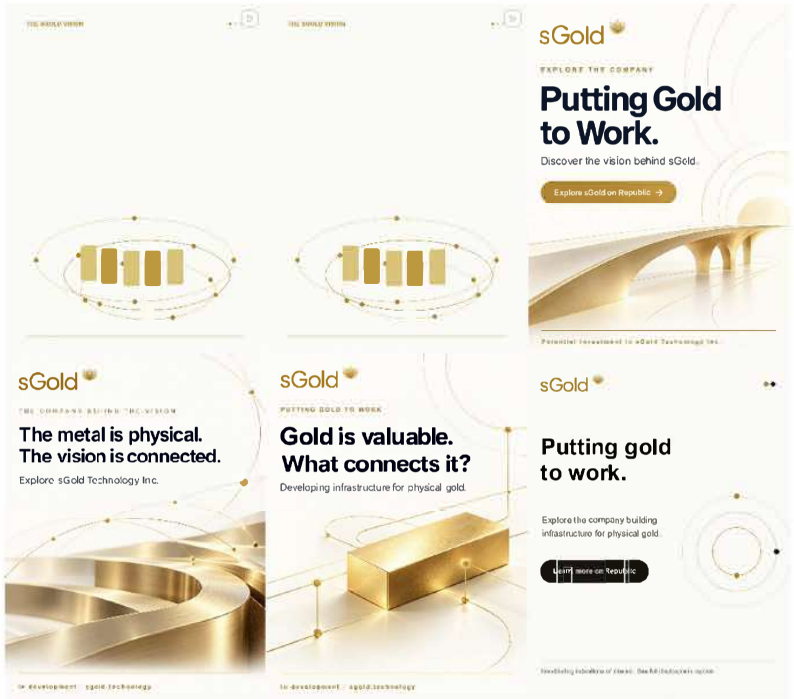

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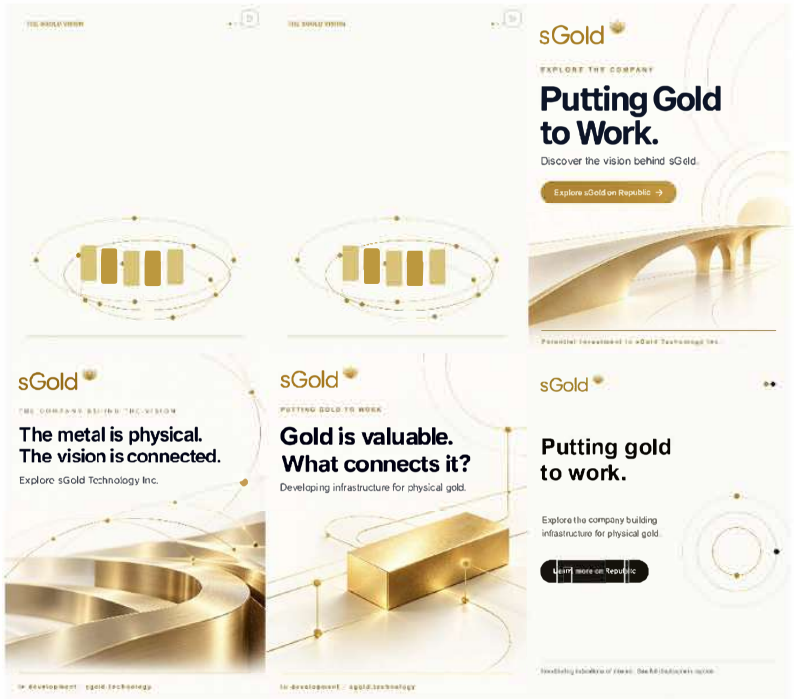

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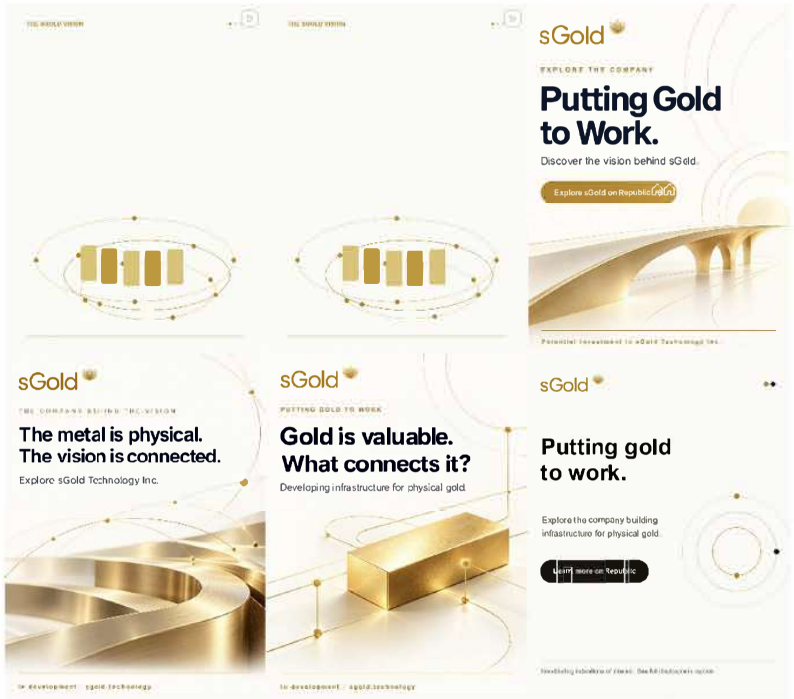

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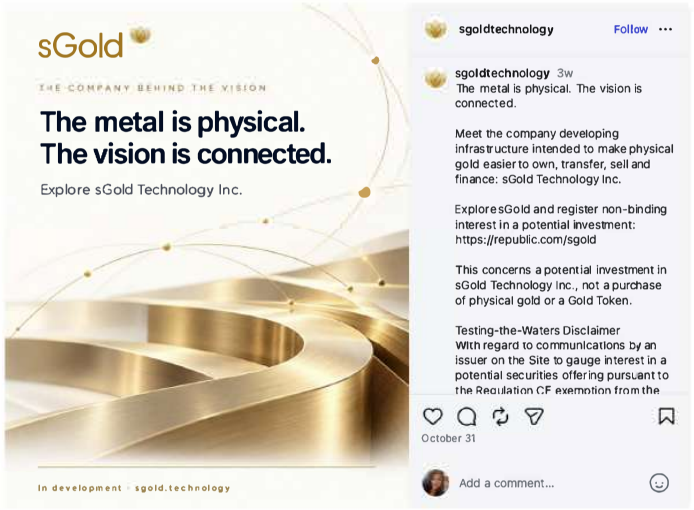

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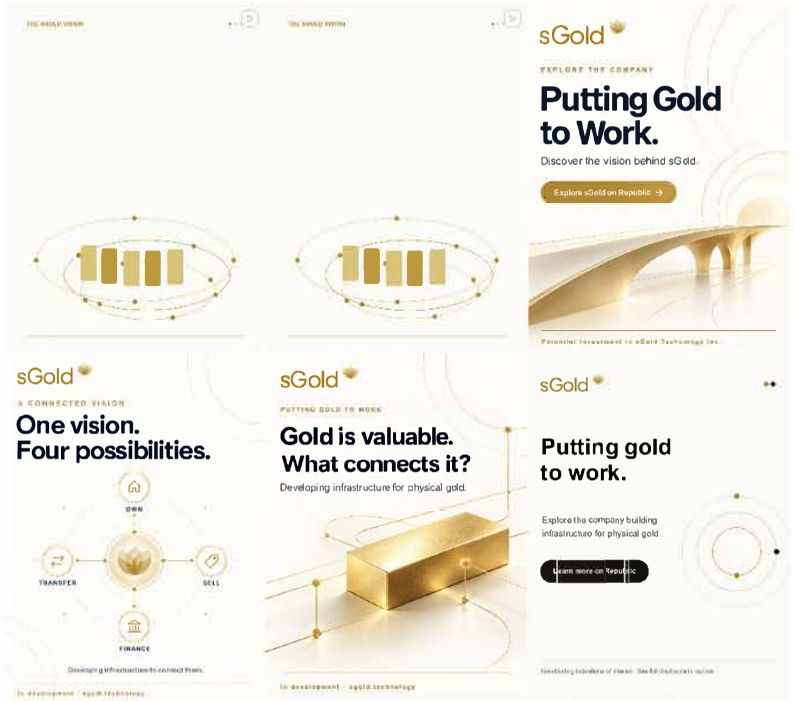

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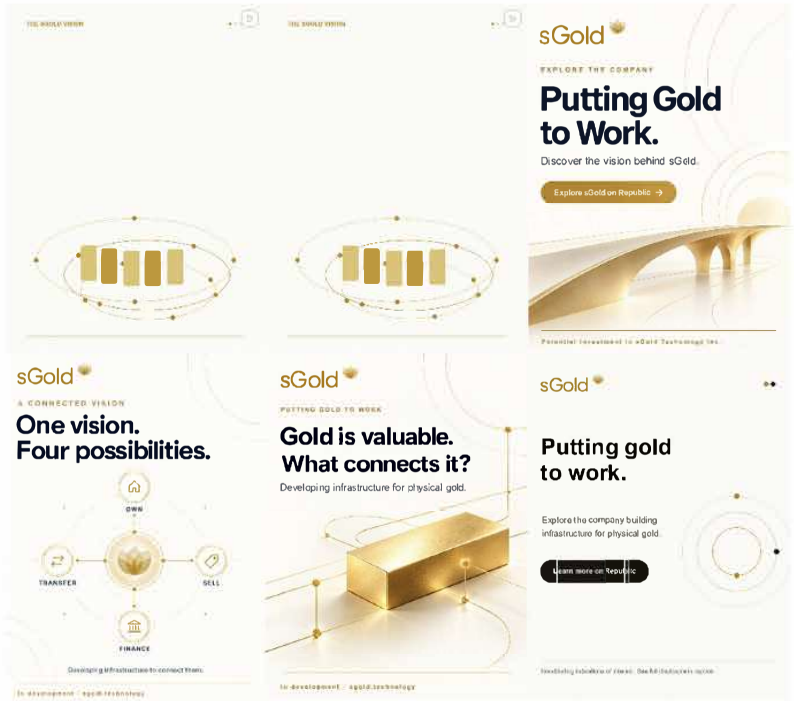

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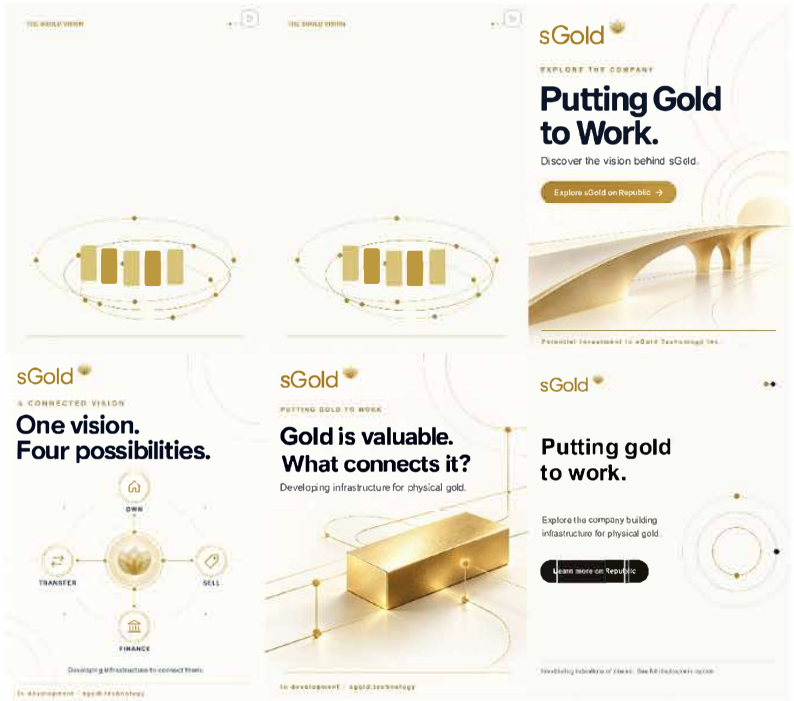

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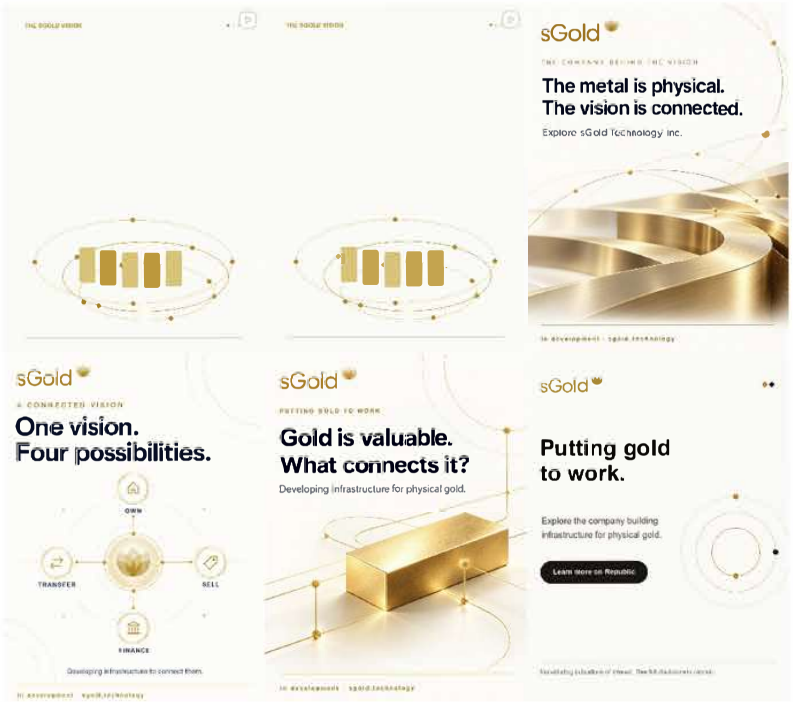

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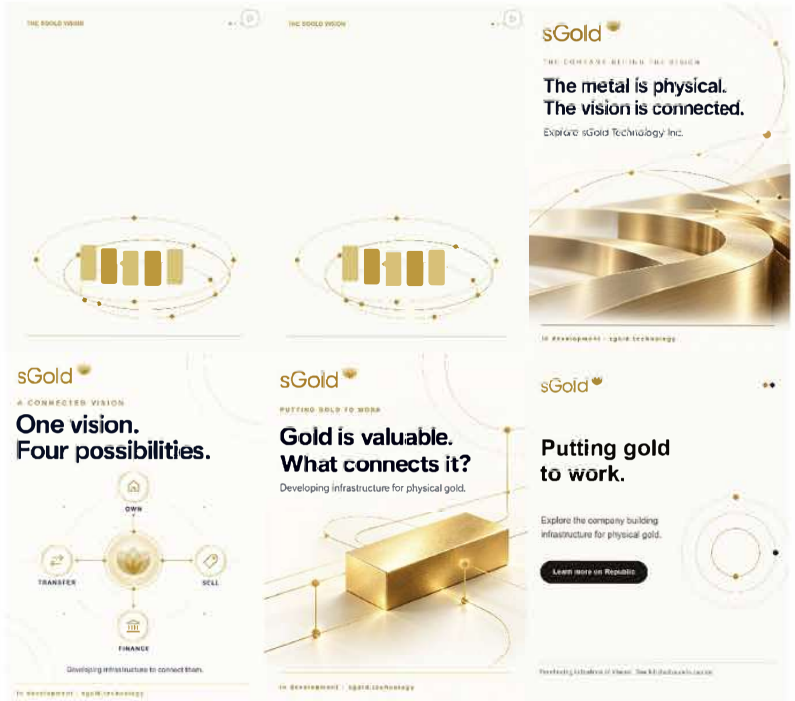

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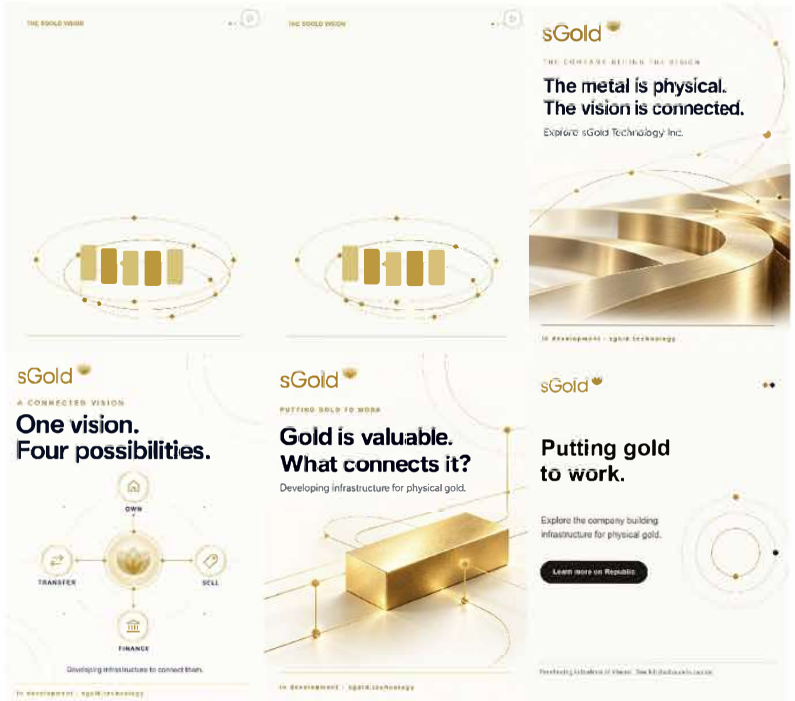

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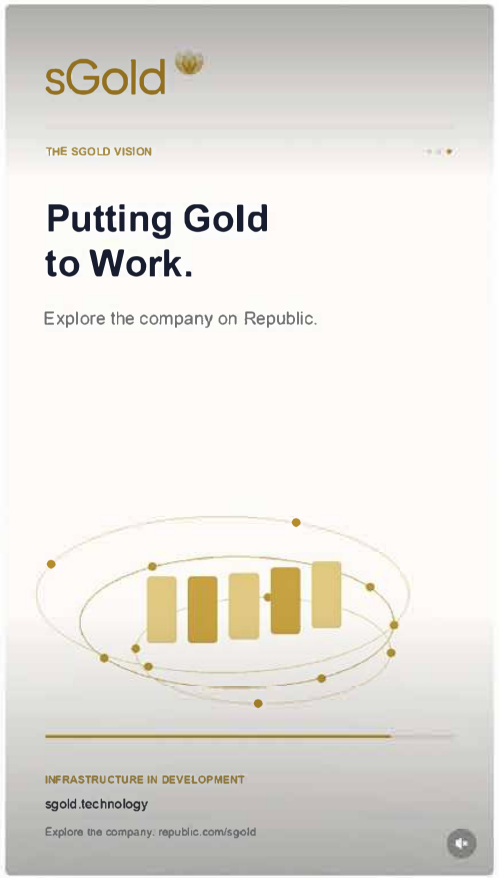

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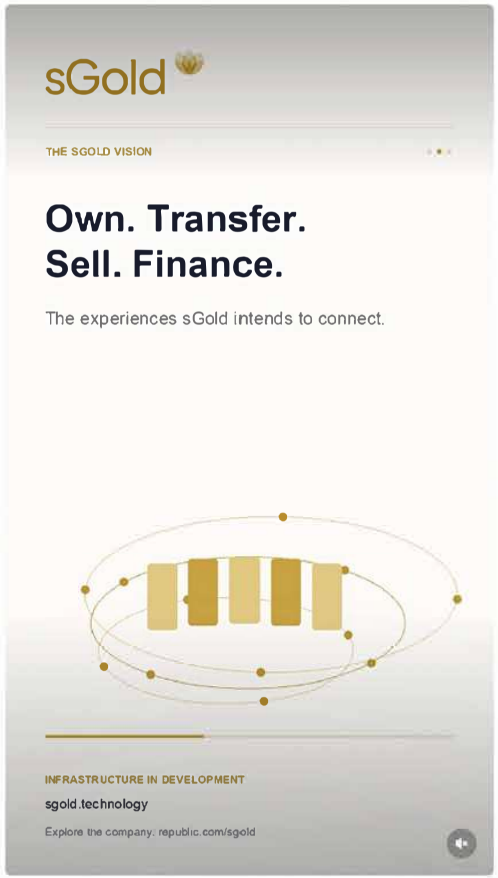

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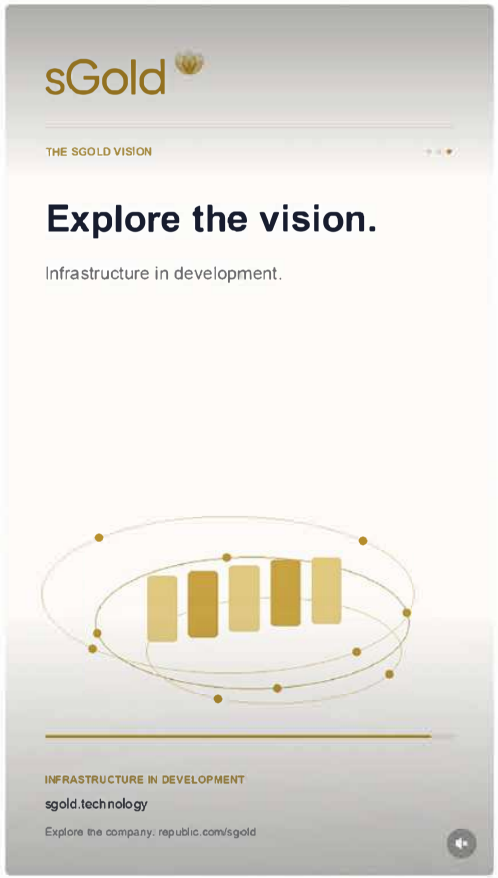

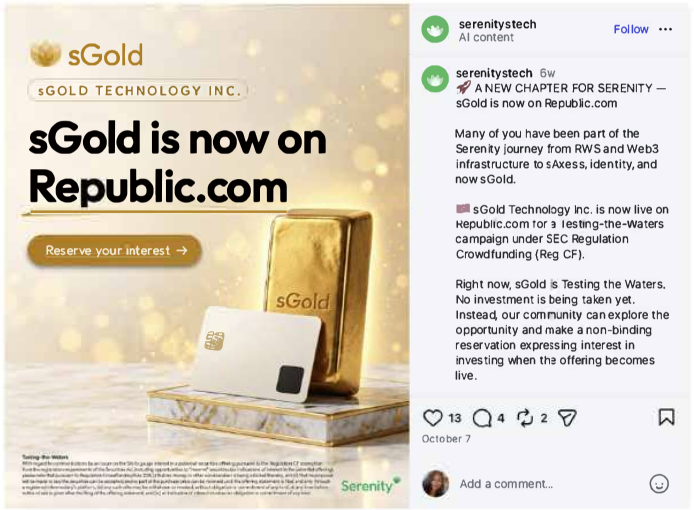

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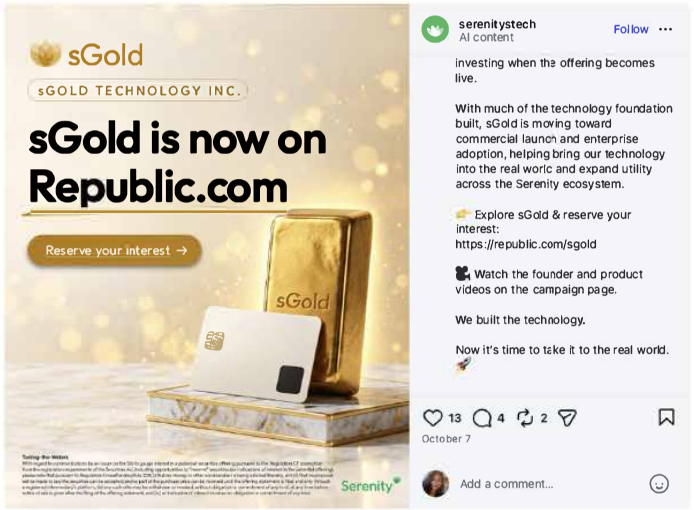

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Sgold Technology Inc launches testing-the-waters campaign on Republic.com under SEC Regulation Crowdfunding

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A NEW CHAPTER FOR SERENITY - sGold is now on Republic.com

Many of you have been part of the Serenity journey from the beginning from RWS and Web3 infrastructure to sAxess, identity, and now sGold.

Today, we're taking an important step toward bringing what we have built into the real-world economy.

sGold Technology Inc. is now live on Republic.com for a Testing-the-Waters campaign under SEC Regulation Crowdfunding (Reg CF).

What does this mean?
Republic provides a platform for companies to raise capital from their communities through regulated securities offerings.

Reg CF can allow eligible members of the public and other investors to invest in private companies through an SEC-registered intermediary that is also a FINRA member such as Republic's funding portal.

Right now, sGold is Testing the Waters. No investment is being taken yet. Instead, our community can explore the opportunity and make a non-binding reservation expressing interest in investing when the offering becomes live.

Why now?

With much of the technology foundation built, sGold is moving toward commercial launch and enterprise adoption. This raise is intended to help take sGold from technology development to real-world deployment and scale.

And this is part of the larger Serenity story.

As sGold grows, it can expand real-world utility across the broader Serenity ecosystem, including RWS, sAxess, identity, payments and settlement infrastructure.

Why reserve?

A reservation costs nothing, requires no investment today and is completely non-binding.

But your reservation matters. Strong community participation demonstrates that sGold is approaching its commercial phase with an existing community and demand.

Explore sGold and reserve your interest on Republic: https://republic.com/sgold

Don't forget to watch our founder and product videos on the campaign page.

If and when the Reg CF offering goes live, those who wish to participate can then consider making an actual investment through Republic, subject to the offering terms and applicable requirements.

We built the technology.

Now it's time to take it to the real world.

We want the Serenity community to be part of that journey.

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sGold digital infrastructure for physical gold

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Gold is physical. The experience around it can be digital.

sGold Technology Inc. is developing infrastructure intended to make physical gold easier to own, transfer, sell and finance.

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