

PRIVATE PLACEMENT MEMORANDUM

KNOWPIA INC. (AKA "KNOWPIA")

UP TO 300 Million KNOWP PREFERRED EQUITY TOKENS

This Private Placement Memorandum (this "Memorandum") describes the offering (the "Offering") by Knowpia Inc. (the "Company") of up to 300 Million smart contract digital tokens, each representing one share of preferred stock of the Company (the "KNOWP Tokens"), a) to persons who are "accredited investors" as defined in Rule 501 under Regulation D ("Regulation D") promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or b) in transactions outside the United States to persons who are not U.S. Persons pursuant to Regulation S under the Act and meet the other investor suitability standards established by the Company (each an "Investor").¹ The Offering will begin on the date of this Memorandum and last until the earlier of: (i) the date on which all 300 Million KNOWP Tokens (the "Maximum Offering Amount") have been sold; or (ii) September 30, 2025, unless such date is extended by the Company in its sole discretion for up to an additional **12-months**. The Company reserves the right to terminate the offering of the KNOWP Tokens at any time. The KNOWP Tokens are being offered at a price of \$0.01USD per unit. The minimum investment amount per Investor is **\$10,000USD** (the "Minimum Investment Amount") and the minimum offering amount is \$1,000,000 USD (the "Minimum Amount").

The holders of KNOWP Tokens will share *pro rata* in 10% of the total Net Platform Profit (as defined below) actually generated through the KNOWPIA Platform. The KNOWP Token itself is a digitally enhanced security which is a digital copy of the underlying share of preferred stock which is stored and recorded on the Company's stock ledger. Prospective Investors should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile and place of business with respect to the acquisition, holding or disposition of the KNOWP Token units, and any foreign exchange restrictions and foreign qualification, filing and reporting obligations that may be relevant thereto.

The KNOWP Tokens offered hereby have not been registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirement of the Securities Act. Accordingly, these KNOWP Tokens are being offered and sold only (1) to "accredited investors" (as defined in Rule 501 of Regulation D under the Securities Act) in compliance with Rule 506(c) of Regulation D under the Act and (2) in offshore transactions to persons other than "U.S. persons" (as defined in Regulation S under the Securities Act) in reliance upon Regulation S.

NONE OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION, ANY FOREIGN SECURITIES OR ANY OTHER FEDERAL, STATE OR FOREIGN AUTHORITY HAS APPROVED OR DISAPPROVED OF THESE KNOWP TOKENS, NOR HAVE ANY OF THE FOREGOING PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

¹ In general, a "U.S. Person" is defined under Regulation S as any natural person resident in the United States; or any partnership or corporation organized or incorporated under the laws of the United States.

Investing in the KNOWP Tokens involves a high degree of risk and is suitable only for Investors of substantial means and who have no need for liquidity in the foreseeable future with regard to this investment. Please carefully review the section of this Memorandum entitled “RISK FACTORS”.

The Company has engaged tZERO Securities, LLC (“tZERO”), an SEC-registered broker-dealer and member of FINRA and SIPC, to act as the placement agent and broker-dealer of record for this Offering. For this engagement, the Company has agreed to pay tZERO a fee equal to (i) 4% of the gross proceeds received by the Company from investors for the Offering sourced by tZERO or a tZERO website (i.e., tZERO.com or an extension thereof) or tZERO's marketing materials distributed in connection with its placement agent activities (e.g., social media posts) and (ii) 2% of the gross proceeds received by the Company from in all other cases for the Offering.

The Company has engaged tZERO Securities, LLC to act as escrow agent for cash payments (in such capacity, the “Escrow Agent”). Cash payments will be held by the Escrow Agent in a segregated account for primary offerings (with any accrued interest to be for the benefit of the Escrow Agent only) until the earlier of a Closing, the termination of this Offering without a closing or the rejection of the investor's subscription. No closing will occur unless the Minimum Amount is raised. Cash payments made to the Escrow Agent will be forwarded to the Company by the Escrow Agent at each Closing.

	Price to <u>Investors</u>	<u>tZERO Fees (2)</u>	Proceeds to <u>Company(3)</u>
Per Unit Price	\$ XX	\$ XX	\$ XX
Minimum Purchase (1)	\$ XX	\$ XX	\$ XX
Maximum Offering	\$ XX	\$ XX	\$ XX

- 1) Proceeds from subscriptions will be tendered directly to the Company and will be applied to uses described herein. See "Use of Proceeds". There can be no assurance that the Company can sell all or any specified portion of the KNOWP Token. See "Risk Factors".
- 2) The Company has engaged tZERO Securities, LLC, a U.S. broker-dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) and a member of FINRA and SIPC (“tZERO”), as the exclusive placement agent and broker-dealer of record in connection with this Offering. This assumes tZERO's 4% commission of the gross proceeds received by the Company from investors in the Offering sourced by tZERO or a tZERO website (if an investor is not sourced by tZERO, tZERO will receive 2% of the gross process from such investor, but it does not include the following fees and expenses payable to tZERO (i) a \$25,000 advisory and consulting services fee, (ii) \$1,000 fees for escrow agent services, and (iii) reimbursement of reasonable accountable expenses (including any expenses associated with the Escrow Agent's services and/or tZERO Technologies, LLC's services). It also does not include certain fees payable to tZERO Technologies, LLC, an affiliate of tZERO, for use of a primary issuance platform and other technology services.
- 3) This amount does not include certain costs of the offering which consist of legal and other related expenses.

The KNOWP Tokens will initially not be available for trading on any venue. After the final closing of the Offering and applicable regulatory holding periods or lock-ups, we may make the KNOWP Tokens available for trading on the alternative trading system operated by tZERO (the “tZERO Securities ATS”), subject to tZERO's due diligence and on-boarding procedures. However, we cannot provide any assurance that we will be successful in making the KNOWP Tokens available to trade on the tZERO Securities ATS.

The date of this Memorandum is May 21, 2025

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FORWARD LOOKING STATEMENTS

This Memorandum contains forward looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended, that reflect current views about future events and financial performance based on certain assumptions. Any statements that refer to projections of future financial performance, anticipated growth and trends in the Company's business, goals, strategies, focus and plans, and other characterizations of future events or circumstances are forward looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Company's actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements. Certain of these factors are discussed in more detail elsewhere in this Memorandum, including under "*Risk Factors*." Given these uncertainties, prospective Investors are cautioned not to place undue reliance on such forward-looking statements.

NOTICES TO INVESTORS

INVESTOR SUITABILITY

THIS MEMORANDUM CONSTITUTES AN OFFER OF SECURITIES ONLY IN THOSE JURISDICTIONS AND TO THOSE PERSONS WHERE AND TO WHOM THEY LAWFULLY MAY BE OFFERED FOR SALE. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SUBSCRIBE FOR SECURITIES EXCEPT TO THE EXTENT PERMITTED BY THE LAWS OF EACH APPLICABLE JURISDICTION.

EXCLUSIVE INFORMATION

THE COMPANY HAS PREPARED THIS MEMORANDUM TO ASSIST PROSPECTIVE INVESTORS IN EVALUATING AN INVESTMENT IN THE KNOWP TOKENS. EACH PROSPECTIVE INVESTOR IS INVITED TO MEET WITH REPRESENTATIVES OF THE COMPANY TO DISCUSS WITH, ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, SUCH PERSONS CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING OF THE KNOWP TOKENS, AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT SUCH PERSONS POSSESS SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE, NECESSARY TO VERIFY THE INFORMATION CONTAINED HEREIN. NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATION, OR GIVE ANY INFORMATION, WITH RESPECT TO THE KNOWP TOKENS, EXCEPT THE INFORMATION CONTAINED HEREIN. THE COMPANY TAKES NO RESPONSIBILITY FOR, AND DOES NOT PROVIDE ANY ASSURANCE AS TO THE RELIABILITY OF, ANY INFORMATION OR REPRESENTATIONS OUTSIDE OF THIS MEMORANDUM.

CERTAIN AGREEMENTS ARE SUMMARIZED IN THIS MEMORANDUM, AND SUCH SUMMARIES ARE NECESSARILY INCOMPLETE AND ARE QUALIFIED BY REFERENCE TO THE TEXTS OF THE COMPLETE AGREEMENTS THAT THE COMPANY WILL MAKE AVAILABLE TO PROSPECTIVE INVESTORS.

INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX OR FINANCIAL ADVICE. U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX TREATMENT OF THE COMPANY AND DISTRIBUTIONS MADE TO HOLDERS OF KNOWP TOKENS IS COMPLEX AND MAY INVOLVE, AMONG OTHER THINGS, SIGNIFICANT ISSUES, AS TO THE TIMING AND CHARACTER OF THE REALIZATION OF INCOME. ALTHOUGH THIS MEMORANDUM TOUCHES BRIEFLY ON U.S. TAX CONSIDERATIONS OF INVESTING IN

KNOWP TOKENS, IT DOES NOT SET FORTH SPECIFIC INDIVIDUAL TAX CONSEQUENCES THAT MAY APPLY TO INVESTORS. ACCORDINGLY, INVESTORS ARE URGED TO CONSULT THEIR OWN TAX ADVISOR CONCERNING THE U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY IN LIGHT OF THEIR OWN PARTICULAR SITUATION.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

RESTRICTIONS ON TRANSFER

THE KNOWP TOKENS ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE FOREIGN AND STATE SECURITIES LAWS AND PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM.

THE KNOWP TOKENS ARE BEING OFFERED ON A BEST EFFORTS BASIS. THERE IS NO COMMITMENT BY ANY PERSON TO PURCHASE OR SELL ANY KNOWP TOKENS, AND THERE IS NO ASSURANCE THAT ALL OR ANY MINIMUM NUMBER OF KNOWP TOKENS WILL BE SOLD IN THE OFFERING. A LEGALLY COMPLIANT TRADING MARKET FOR THE KNOWP TOKENS MAY NEVER BE DEVELOPED, AND AS A RESULT INVESTORS SHOULD BE AWARE THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD.

HOLDERS OF THE KNOWP TOKENS ARE NOT ENTITLED TO ANY UTILITY FROM THE KNOWP TOKEN. THE KNOWP TOKENS ARE SUITABLE ONLY FOR SOPHISTICATED INVESTORS FOR WHOM AN INVESTMENT IN THE KNOWP TOKENS DOES NOT CONSTITUTE A COMPLETE INVESTMENT PROGRAM AND WHO FULLY UNDERSTAND AND ARE WILLING TO ASSUME THE RISKS INVOLVED IN THE COMPANY'S BUSINESS. THE COMPANY'S BUSINESS, BY ITS NATURE, MAY BE CONSIDERED TO INVOLVE A SUBSTANTIAL DEGREE OF RISK. THE KNOWP TOKENS DO NOT REPRESENT AN EQUITY OR DEBT INTEREST IN THE COMPANY OR KNOWPIA PLATFORM.

FOR FLORIDA INVESTORS

IF SALES OF KNOWP TOKENS ARE CONSUMMATED WITH FIVE OR MORE PERSONS IN THE STATE OF FLORIDA, ANY SUCH PERSON MAY, AT SUCH PERSON'S OPTION, VOID ANY PURCHASE HEREUNDER WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PERSON TO THE COMPANY, AN AGENT OF THE COMPANY, OR AN ESCROW AGENT OR WITHIN THREE DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO THE PERSON, WHICHEVER OCCURS LATER.

FOR NON – U.S. INVESTORS

INVESTORS LIVING OUTSIDE THE UNITED STATES ARE RESPONSIBLE FOR OBSERVING THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE KNOWP TOKENS, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS AND OBSERVING ANY OTHER REQUIRED LEGAL OR REGULATORY FORMALITIES.

GENERAL

THIS MEMORANDUM SPEAKS ONLY AS OF ITS DATE. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL CREATE ANY IMPLICATION THAT THERE HAVE

BEEN NO CHANGES IN THE COMPANY'S AFFAIRS AFTER THE DATE OF THE MEMORANDUM. THE COMPANY DISCLAIMS ANY OBLIGATION TO UPDATE THE INFORMATION CONTAINED IN THIS MEMORANDUM, EXCEPT TO THE EXTENT REQUIRED BY LAW.

Additionally, each Investor acknowledges that the KNOWP Tokens shall be subject to the restrictions and legal provisions contained in a legend ("Legend") substantially to the following effect:

THE TOKENS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS TOKEN, NOR ANY INTEREST OR PARTICIPATION HEREIN, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES. EACH HOLDER OF THIS TOKEN, BY ITS ACCEPTANCE HEREOF REPRESENTS THAT EITHER (A) IT IS AN "ACCREDITED INVESTOR" (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT) OR (B) IT IS NOT A "U.S. PERSON" AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE.

Each Investor acknowledges that U.S. Persons who are holders of a Token shall have added language to the Legend substantially to the following effect:

THE HOLDER OF ANY TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH TOKENS, PRIOR TO THE EXPIRATION OF THE APPLICABLE ONE YEAR HOLDING PERIOD WITH RESPECT TO RESTRICTED SECURITIES SET FORTH IN RULE 144 UNDER THE SECURITIES ACT (THE "RESALE RESTRICTION TERMINATION DATE"), ONLY (A) TO THE COMPANY OR ANY OF THE COMPANY'S SUBSIDIARIES, (B) PURSUANT TO A COMPLIANT REGULATION S SALE OR (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW

Each Investor acknowledges that Non-U.S. Persons who are holders of the Token shall have added language to the Legend substantially to the following effect:

THE TOKENS WHEN ISSUED WILL BE ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")) EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. EXCEPT AS SET FORTH BELOW, THE TOKENS SHALL NOT BE EXCHANGEABLE FOR TOKENS THAT ARE NOT SUBJECT TO A LEGEND CONTAINING RESTRICTIONS ON TRANSFER UNTIL THE EXPIRATION OF THE APPLICABLE ONE YEAR "DISTRIBUTION COMPLIANCE PERIOD" (WITHIN THE MEANING OF REGULATION S) AND THEN ONLY UPON CERTIFICATION IN A FORM REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT, IF ANY, THAT SUCH TOKENS ARE OWNED EITHER BY NONU.S. PERSONS OR U.S. PERSONS WHO PURCHASED SUCH INTERESTS IN A TRANSACTION THAT DID NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT.

THE HOLDER OF ANY TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH TOKENS, PRIOR TO THE EXPIRATION OF THE APPLICABLE ONE YEAR HOLDING PERIOD WITH RESPECT TO RESTRICTED SECURITIES SET FORTH IN RULE 144 UNDER THE SECURITIES ACT (THE "RESALE RESTRICTION TERMINATION DATE"), ONLY (A) TO THE COMPANY OR ANY OF THE COMPANY'S SUBSIDIARIES, (B) PURSUANT TO A COMPLIANT REGULATION S SALE, OR (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH PURCHASER ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS OF ANY APPLICABLE JURISDICTION.

SUMMARY

This summary is not a complete description of the Company, or its KNOWP Tokens. It does not contain all the information that may be important to you. To understand this offering fully, you must read this entire Offering Memorandum carefully, including the Risk Factors.

Overview of KNOWPIA

The Company believes that today's information provided on the internet lacks credibility. With the advent of social media and special interests affecting traditional knowledge resources, there is a lack of proper information vetting. False or misleading stories are spread quickly through outlets like Facebook or Instagram within group-think/echo chamber environments. Political and corporate entities acquire sources of information, such as news outlets, to alter the information they provide.

KNOWPIA seeks to create an ecosystem with incentive and corresponding platform for information providers to provide vetted and truthful information; and for advertisers and sponsors to compensate those information providers. By creating a new platform for knowledge sharing, KNOWPIA will be able to produce digital content for forums, news outlets, encyclopedias, content platforms, and social networks which have been vetted and checked. Content providers will be assigned a KNOWPIA score based on the veracity of their content and given KNOWP Tokens for participating in the community.

The Problems

It is the Company's belief that today's consumers want an internet that encourages verified and responsible information dissemination. Although print and television news sources are in decline because consumers are now looking online for most of their information, consumers still want their information to be credible and accurate.

Traditional News Sources are in Decline and Social Media is on the Rise. Partly due to the rise in popularity and viewership of social media, there has been a decline in traditional news media and knowledge sources. Newspaper jobs have declined by a rate of approximately 60% since 1990² and 67% of adults now receive their news from social media³. The accessibility and persistence of social media creates more opportunity for information to be delivered on the internet than on television or in print. Social media as an information source is generally not as credible because there are no policing functions

Lack of Incentive to Provide Truthful Accurate Information. These new platforms value new, constant, and volume of information over quality and traditional journalistic vetting. Therefore, these platforms do not currently offer or require that any of the information that is posted to be accurate or fact checked. On the contrary, current platforms provide ad revenue to content creators based on pure volume of views. Thus, content creators have no incentive to fact check or follow traditional journalistic norms.

² 1 Greenslade, R. (2016). "Almost 60% of US newspaper jobs vanish in 26 years". *The Guardian* Available at: <https://www.theguardian.com/media/greenslade/2016/jun/06/almost-60-of-us-newspaper-jobs-vanish-in-26-years>

³ Pew Research Center, (2017). News Use Across Social Media Platforms. Available at: <http://www.journalism.org/2017/09/07/news-use-across-social-media-platforms-2017/>

Certain Groups Spread False Information to Fulfill Their Own Agendas. Lastly, because of the lack of vetting required by these mediums, different parties put up false information for personal gain. False reviews, fake political propaganda, dummy accounts, and click-bait articles are just some examples of special interests spreading untruthful information. According to a 2018 study published in *Science*, fake news outperforms fact and reaches more people, more quickly, and with far deeper penetration than accurate stories. A false story will reach 1,500 people six times faster than a true one⁴

The Solutions

KNOWPIA Platform. The KNOWPIA Platform will store user created content on a decentralized network preventing any one party from having total control. Users will be able to develop the content on the platform, share the content to other platforms easily, manage digital rights and demand incentives, prove credibility and integrity, and host the content on the platform. Users can write the content once, post on all other platforms at one time. KNOWPIA also plans on providing a decentralized encyclopedia, social network, and media outlet as part of the outlets for user created content on its platform. Advertisers and sponsors will be able to compensate content creators for the content they create on the platform. Thus, KNOWPIA will create a platform that requires vetting, commands trust, and facilitates information on the new mediums consumers prefer. Starting from the middle of 2023, Funs.ai has been developed as a social network platform to enable social economy, digital asset trading, and e-commerce.

KNOWPIA Score. In order to create credibility, content creators on the KNOWPIA Platform will be issued a variable score by the KNOWPIA Platform community administrator that denotes the user's contribution and behavior. The Knowpia reputation score methodology shall be determined by adding up the Community Score, Credit Score and On-Chain Transaction Score earned by a content creator as detailed in the Reputation Score Methodology documentation attached hereto as Addendum 1. In short, opinionated content that is not degrading, misleading, or destructive; factual content relevant to user's verified credentials; and policing, reviewing, and flagging of third-party user-generated content will all raise a user's KNOWPIA score. While obscenity, defamation, child pornography, disseminating false information, plagiarism, or inciting imminent lawless action will lower a user's score. This score can be used to determine the credibility of a content contributor and to screen for fake accounts.

KNOWPIA's Use of Blockchain

The Company plans to use blockchain for the storage of information on its platform for the KNOWP security token.

Blockchain for Information Management. Some of the advantages to using the blockchain to store information lies in the immutability of the information stored on the ledger, transparency of the information accessible by the public, and the trustworthiness created by this system. That is why the Company plans on recording the KNOWPIA score and user reputation system on a decentralized blockchain. In addition, the Company also plans to store as much of the general user created content and the KNOWPIA Platform on the blockchain as feasible.

KNOWP Security Token. The terms and characteristics of the security token will be fully described below in the section of this Memorandum entitled "TERMS OF THE OFFERING".

⁴ Vosoughi, S. et al. (2018). "The Spread of True and False News Online". *Science*. 359, 6380. Available at: <http://science.sciencemag.org/content/359/6380/1146>

MANAGEMENT AND ADVISORS

Keven Lai - CEO

Veteran entrepreneur in the tech industry for the past 20 years. He was able to scale his companies globally and scale revenue from 5 million to 550 million dollars a year through global marketing and sales across over 5 different countries.

Richard Quan - Director of Engineering

Richard has 20 years of experience in software product development and engineering. He was a former Software Development Manager at Ixia Company. Leading teams in Silicon Valley, China, and India, his products were deployed in Wells Fargo, Nasdaq, AT&T, and other major telecom operators and financial companies around the world. His current focus and expertise is on artificial intelligence, blockchain technology and other industry applications. Richard is a Certified Agile Developer and Scrum Master.

Tiffany Mao - Advisor

Tiffany has decades of executive leadership with multi-national corporations. She was instrumental in achieving impressive growth through creative strategic initiatives and the management of core personnel. She has dedicated her life to community building and social collaboration within corporate enterprises as well as non-profit organizations for the last 30 years.

TERMS OF THE OFFERING

The summary below describes the principal terms of the offering and the rights of the KNOWP tokens contained therein. Certain of the terms and conditions described below are subject to important limitations and exceptions. Prospective investors should review the entirety of the KNOWP Token Purchase Agreement which is attached hereto as Exhibit A. The summary below is qualified in its entirety by reference to the actual text of the Token Purchase Agreement. Capitalized terms not defined herein shall have the meaning ascribed to such term in the Subscription Agreement.

Seller:	Knowpia Inc. (the “ Seller ” or “ Company ” or “ KNOWPIA ”).
KNOWP Token Definition	The KNOWP Token is an Ethereum based smart contract digital token issued by Company, each token digitally representing one share of Preferred Stock of Knowpia Inc., a Delaware C-Corporation (“Knowpia”). Each holder of one or more KNOWP Tokens is referred to herein as a “KNOWP Tokenholder.”
Token Model:	<p>The KNOWP Token are digitally enhanced securities (DES) representing one share of Preferred Stock of the Company. The KNOWP Token holders shall have the right to vote via smart contract on KNOWP governance matters (as described in greater detail in the section entitled “KNOWP Token Governance Rights” below) but only in relation to Company’s subsidiary, Knowpia LLC.</p> <p>The total supply of tokens minted by the Seller equals 18.3 Billion (the “Total Token Supply”), including 300,000,000 KNOWP Tokens that are reserved for investors as of the effective date hereof. Additionally, Company shall mint no more than 18.3 Billion KNOWP Tokens in the aggregate, including all issued, distributed, and reserved tokens.</p>
Maximum Offering Size:	USD \$3,000,000 USD.
Offering Price:	\$0.01USD per KNOWP Token (price is subject to adjustment at the Board of Director’s discretion based on then-prevalent market conditions).
Offering Timeline:	KNOWP Tokens will be offered in an offering (the “Private Sale”) that is expected to commence on September __, 2024 at 8:00 a.m. (EST) and end on the Closing Date. “Closing Date” means the earlier of: (1) 8:00 p.m. (EST) on September 30, 2025; and (2) the time and date on which the Private Sale is closed or otherwise terminated by Knowpia in its sole discretion; provided however, that if the Board of Directors (as defined below) elects to extend the Offering pursuant to the terms of this Memorandum, then “Closing Date” will mean the date on which the Board of Directors determines to terminate the Offering.
Expected closing date of the Offering:	Knowpia expects to terminate this Offering on September 30, 2025 (the “Expected Final Offering Date”).

Extension of the Offering:	Until such time as the aggregate amount of Subscription Amounts received by Knowpia during the Offering is equal to \$3,000,000 USD, Knowpia reserves the right, in its sole discretion, to continue the Offering; provided, however, that in no event will the Closing Date be any date following the date that is 12 months following the Expected Final Offering Date. The purchase price for the KNOWP Tokens offered from the period beginning on the Expected Final Offering Date until the Closing Date will be determined by Knowpia in its sole discretion but will not be less than US\$0.01 per KNOWP Token.
Minimum Offering Amount	<p>The Company will hold subscriptions for KNOWP Tokens and related proceeds until the Company has received subscriptions totaling at least \$1,000,000 USD (the “Minimum Amount”). If the Company has not received subscriptions for the Minimum Amount on or prior to September 30, 2025, then the Company will return any proceeds to its investors.</p> <p>Once the Minimum Amount has been received, the Company will close on all subscriptions for KNOWP Tokens and related proceeds and thereafter the Company shall conduct additional closings at its discretion regardless of their total value.</p>
Minimum Purchase Amount:	\$10,000USD
Investor Qualifications:	Each purchaser of a KNOWP Token hereunder must: (a) if in the United States, or a U.S. Person (as defined in Regulation S under the Securities Act of 1933 (the “Securities Act”)), must be an accredited investor, as defined in Regulation D under the Securities Act or (b) if in an offshore transaction (as defined in Regulation S under the Securities Act), must not be a U.S. Person and must not be purchasing for the account or benefit of a U.S. Person.
Dividends under the Token:	<p>Except as otherwise required herein, each fiscal year the Board of Directors of Knowpia (the “Board of Directors”) will seek to declare preference dividends on the KNOWP Tokens (each, a “Dividend”), to be paid out of funds legally available therefor, in an amount equal to 10% of Knowpia’s Net Platform Revenue (as such term is defined below under “Determination of Dividends”) for the most recently completed fiscal quarter (the “Dividend Amount”); provided, however, that with respect each fiscal year, a Dividend will be declared solely to the extent that Knowpia’s consolidated net income for the applicable quarter as determined under U.S. generally accepted accounting principles consistently applied (“GAAP”) exceeds the Dividend Amount for such fiscal year. [See “Determination of Dividends” below, including the examples of the calculation thereof.]</p> <p>If the Board of Directors in its sole discretion determines that</p>

	<p>regulatory, legal, compliance or other reasons exist to warrant deferring the declaration of the Dividend for such fiscal year, then the relevant Dividend will be declared at the end of the next fiscal year when such reasons no longer exist. Any and all deferred Dividends will accrue, and in no event may any dividends be declared and paid to common stockholders with respect to the shares of common stock of Knowpia until any and all accrued and unpaid Dividends are declared and paid to the KNOWP Tokenholders.</p>
Determination of Dividends:	<p>KNOWP Token holders shall be entitled to receive payment from the Company a yearly basis, via a distribution smart contract, in an amount equal to their pro rata share of 10% of the total Net Platform Profit actually generated through the KNOWPIA Platform (the "Reward Reserve"), split up as follows: an amount equal to 80% of the Reward Reserve (i.e., 80% of 10% of total Net Platform Profit) shall be distributed as holder dividends, and an amount equal to 20% of the Reward Reserve (i.e., 20% of 10% KNOWPIA's total Net Platform Profit) shall be distributed as governance rewards.</p> <p>"Net Platform Profit" means the amount remaining from Net Platform Revenue after deducting all applicable operating expenses, including but not limited to:</p> <ul style="list-style-type: none"> • platform development and maintenance costs • hosting and infrastructure fees, • salaries and benefits, • marketing and business development costs, • legal, regulatory, and compliance expenses, • administrative and general overhead, <p>and any other operating costs directly related to the operation of the platform.</p> <p>"Net Platform Revenue" means the total fees paid by all platform revenue sources, net of any local taxes or fees and other charges related to the fee transaction. The Company reserves the right to modify the terms of the KNOWP Token profit-share structure in a manner that does not adversely affect investor's financial interest or upside in the KNOWPIA Platform, in accordance with Company's funding and working capital needs.</p>
Liquidating Dividends:	<p>Proceeds from any liquidation, dissolution, winding up, merger, consolidation, or sale of all or substantially all of the assets of the Company shall be distributed to KNOWP Token holders in accordance with the terms of the previous section (Platform Revenue Sharing).</p>
Digital Notices:	<p>The Tokens are digital instruments and, as such, will not contain legends. However, purchasers (including secondary purchasers) of Tokens will be required to be presented with the information required to be provided to such holders pursuant to and in the manner contemplated by Section 202 and Section 151(f) of the Delaware General Corporation Law regarding, among other things, restrictions</p>

	on transfer of the Tokens, including the legend set forth in the above section entitled “Notices to Investors”, and, at a minimum, must affirmatively signal their understanding of the information and provide the Company with certain representations on their investor status and location. The Token Terms and Conditions will be presented at that time as well.
No Voting Rights	<p>The KNOWP Tokens are non-voting and not entitled to any votes on any matter that is submitted to a vote, except as required by Delaware law. Delaware law would permit KNOWP Tokenholders to vote, with one vote per share (KNOWP Token), on a matter if Knowpia were to:</p> <ul style="list-style-type: none"> • change the aggregate number of authorized KNOWP Tokens or the par value thereof; or • amend Knowpia’s certificate of incorporation to alter the powers, preferences, or special rights of the KNOWP Tokens as a whole in a way that would adversely affect the KNOWP Tokenholders. Holders of the common stock possess all of the voting rights of the stockholders of Knowpia to the fullest extent permitted by Delaware law.
Potential Future Token Utilities:	KNOWP Tokenholders will not be entitled to any utility functionality as part of the KNOWP Token. Nevertheless, Knowpia may provide certain additional benefits to holders of the KNOWP Tokens in the future. These will not be a part of the terms and conditions of the KNOWP Tokens, but rather benefits voluntarily provided by Knowpia to KNOWP Tokenholders such as compliant usage of the KNOWP Tokens as contributor awards on the KNOWPIA Platform. These discretionary benefits may be withdrawn or changed at any time in Knowpia management’s discretion. Access to, and the degree of, any discretionary benefits, if offered, may be determined by the quantity of KNOWP Tokens the holder possesses. All matters relating to the terms of any such discretionary benefits will be decided solely by the Board of Directors. Furthermore, the terms of any such discretionary benefits will be subject to amendment by the Board of Directors at any time. There can be no assurance that Knowpia will ever offer any such discretionary benefits.
Exclusion of other Rights:	Except as otherwise required by law, the KNOWP Tokens will not have any preferences, and/or relative, participating, optional, or other special rights, other than those specifically set forth herein. The KNOWP Tokens will have no preemptive, subscription or conversion rights with respect to any shares of stock of Knowpia.
Vesting:	Upon the consummation of the KNOWP Token Purchase Agreement, all KNOWP Tokens received by Investors will become fully vested.

Form of Tokens:	Seller shall issue Tokens as ERC20-based crypto tokens, managed by “smart contracts”.
Risk Factors:	An investment in the KNOWP Tokens is speculative and involves a high degree of risk. Prospective investors should carefully review and consider the factors set forth under “RISK FACTORS” in this document.
Transfer Restrictions (non-U.S. and U.S. Investors) and Secondary Trading:	<p>KNOWP Tokens will be “Restricted Securities” under Rule 144 under the Securities Act (“Rule 144”) and subject to the one-year holding period following Company’s delivery of the KNOWP Tokens to the buyer. Investors may not sell, exchange, trade, transfer or otherwise dispose of KNOWP Tokens for a period of 12 months after the issuance of the KNOWP Tokens. However, following the establishment of a sufficient process to verify the identity of subsequent Token holders in order to ensure AML/OFAC compliance for dividend payments and compliance with applicable law (e.g., through the appointment of an SECregistered transfer agent) and so notifies holders of Tokens thereof and of any applicable conditions, the Company may permit a Compliant Regulation S Sale. Further, grantee may not sell, exchange, trade, transfer or otherwise dispose of KNOWP Tokens on tZero Securities ATS for a two-year period after the issuance of the KNOWP Tokens that would:</p> <p>(1) exceed 2,000,000 KNOWP Tokens in a single transaction, and (2) exceed 30,000,000 KNOWP Tokens per annum</p> <p>Following any applicable regulatory holding periods or lock-ups, we may make the KNOWP Tokens available for trading on the alternative trading system operated by tZERO (the “tZERO Securities ATS”), subject to tZERO’s due diligence and on-boarding procedures. However, we cannot provide any assurance that we will be successful in making the KNOWP Tokens available to trade on the tZERO Securities ATS.</p>
Future Valuation of KNOWP Tokens:	<p>KNOWP is non-refundable and cannot be exchanged for cash (or its equivalent value in any other virtual currency) or any payment obligation from the Seller or any Group Entity.</p> <p>KNOWPIA management will strive to effect a listing of KNOWP on compliant security token exchanges as soon as practicable. It is anticipated that the value of the KNOWP Tokens will fluctuate over time.</p> <p>Over the long term, Company anticipates that the KNOWP Tokens can grow in value based on increasing demand resulting from, among other things, increased activity on the Platform or increased revenue generated through the KNOWPIA Platform. However, there can be no</p>

	guarantee that the KNOWP Tokens will hold their value or increase in value. Many factors will influence this outcome as more fully set forth in the "RISK FACTORS" section.
Amendments:	The Company reserves the right to amend the terms of the Securities at any time during the Offering prior to the end of the Expected Final Offering Date.
Governing Law:	The Subscription Agreement will be governed by the law of the State of California.
How to Subscribe:	To invest, each purchaser will be required to complete the following documentation: (1) the execution and delivery of the designated KNOWP Subscription Agreement (the "KNOWP Token Purchase Agreement"), (2) completion of investor qualification requirements and (3) for U.S. investors, provision of documents sufficient to enable the verification of such Investor's accredited investor status. The complete set of instructions involved in the subscription process can be found in this document below.
Closing:	The closing will not occur until the Minimum Amount has been raised. On the singular Closing Date, the KNOWP Tokens will be issued to investors of accepted investment commitments and the proceeds from the offering will be delivered to the Company by the Escrow Agent.
Delivery of Tokens:	Two weeks prior to the Closing Date, the Buyer shall confirm to the Seller the address for delivery of the KNOWP Tokens. Company shall cause the shares of Preferred Stock underlying the KNOWP Tokens to be issued to Investors on the Closing Date. Company shall deliver the KNOWP Tokens to each Investor's digital wallet address no later than 30 days after the Closing Date. Upon delivery, the Company will update the genesis block for the Tokens to indicate that the address provided owns the Tokens. Notwithstanding anything to the contrary above, Company shall issue to Buyer the shares of Preferred Stock underlying the KNOWP Token on the Closing Date.
Recordation of Ownership:	Ownership of the Tokens purchased through the Token Purchase Agreement will be recorded on the genesis block for the blockchain of the Tokens at the point when those Tokens are delivered.
Use of Proceeds:	At present, the net proceeds of the Offering are expected to be used for (i) the future development of the Tokens and the Knowpia Web 4.0 social blockchain platform, (ii) general corporate purposes, which may include capital expenditures, cybersecurity upgrades, augmenting technology, infrastructure and personnel, development of products and services, and short term investments, among other things, and (iii) offering, legal and accounting expenses (including tZERO's fees). See "Use of Proceeds".

Form of Payment	Payment will be accepted in U.S. dollars.

RISK FACTORS

An investment in the KNOWP Token involves a high degree of risk. You should consider carefully the risks described below, together with all of the other information contained in this Memorandum and KNOWP Token Purchase Agreement, before making an investment decision. The following risks entail circumstances under which, our business, financial condition, results of operations and prospects could suffer.

Risks Associated with an Investment in the KNOWP Tokens

Investments in startups, including KNOWPIA, involve a high degree of risk. Investments in token pre-sales, including the KNOWP Token pre-sale and sale, may involve an even higher degree of risk. Financial and operating risks confronting startups are significant: the Company is not immune to these. The startup market in which the Company competes is highly competitive and the percentage of companies that survive and prosper is small. Startups often experience unexpected problems in the areas of product development, marketing, financing, and general management, among others, which frequently cannot be solved. In addition, startups may require substantial amounts of financing, which may not be available through institutional private placements, the public markets or otherwise. The Blockchain space is fairly new and constantly changing. The Company may significantly alter its business plan or rewrite it altogether in order to attempt to achieve its mission of eliminating review fraud, high fees and pricing ambiguity in the home Innovation market and/or other markets.

The Company cannot provide assurance that it will achieve any specific level of user participation on the KNOWPIA Platform. As a result, the Company's revenue streams are uncertain, and will likely be subject to fluctuation, based on numerous factors many of which will be out of the control of the Company. Furthermore, there is no assurance that, if the Company does achieve revenues from the operation of the KNOWPIA Platform, such revenues will either be reflected in the trading price (if any) of KNOWP Tokens or that KNOWP Token holders will realize any return, including payment of any cash dividends from Company operations, from holding the KNOWP Tokens. An investment in KNOWP Tokens should only be considered by persons who can afford a loss of their entire investment.

The KNOWPIA Platform may not be widely adopted and may have limited users ultimately making the KNOWP Tokens valueless. It is possible that the KNOWPIA Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distribution ecosystems (such as the KNOWPIA Platform). Such a lack of use or interest could negatively impact the development of the KNOWPIA Platform.

There currently is no trading market for the KNOWP Tokens and an active trading market may not fully develop. After the final closing of the Offering and applicable regulatory holding periods or lock-ups, we may make the KNOWP Tokens available for trading on the alternative trading system operated by . However, as of the date of this Memorandum, there is no established trading market for the KNOWP Tokens, and we cannot provide any assurance that we will be successful in making the KNOWP Tokens available to trade on the tZERO Securities ATS or that any other secondary market will develop. If a secondary market does develop, there can be no assurance that it will provide the holders of KNOWP Tokens with liquidity of investment or that it will continue for the life of the KNOWP Tokens. The liquidity of any market for the KNOWP Tokens will depend on a number of factors, including: (i) the number of KNOWP Tokens holders; (ii) the Company's performance and financial condition; (iii) the

market for similar security tokens; (iv) the interest of traders in making a market in the KNOWP Tokens; (v) regulatory developments in the cryptocurrency industries; (vi) legal restrictions on transfer; and (vii) the issuance by the Company of additional KNOWP Tokens.

Any trading system or exchange for the KNOWP Token that may be developed also will be subject to the risk of technological difficulties that may impact trading of the KNOWP Token. Any such technological difficulties may prevent the access or use of the KNOWP Token. This could have a material impact on the applicable trading system or exchange's ability to execute or settle trades of the KNOWP Token, to maintain accurate records of the ownership of the KNOWP Token and to comply with obligations relating to records of the ownership of the KNOWP Token and could have a material adverse effect on the holders of the KNOWP Token.

The KNOWP Tokens are subject to significant transfer restrictions. The KNOWP Tokens have not been, and after the consummation of the offering are not expected to be, registered under the Securities Act, the securities laws of any state or the securities laws of any other jurisdiction and therefore cannot be resold, except in accordance with exemptions from those registration requirements. Persons in the United States will be required to hold the KNOWP Tokens for one year. Non-U.S. Persons who purchase KNOWP Tokens will initially be restricted from reselling them to U.S. Persons in accordance with Regulation S of the Securities Act, and will otherwise be required to hold the KNOWP Tokens for any period required by the laws of the jurisdiction in which they reside. In addition, secondary transactions of the KNOWP Tokens may only be executed to accredited investors or suitable purchasers as described under "Terms of Offering". These restrictions will have an adverse impact on a holder's ability to resell the KNOWP Tokens and the price at which that holder may be able to resell them, if at all.

The KNOWP Tokens may not be liquid investments and may be subject to volatility risk. The security token market is a new and rapidly developing market which may be subject to substantial and unpredictable disruptions that cause significant volatility in the prices of security tokens. There is no assurance that any secondary market for the KNOWP Tokens, should one develop, will be free from such disruptions or that any such disruptions may not adversely affect a KNOWP Tokens holder's ability to sell its KNOWP Tokens. Therefore, there is no assurance that KNOWP Tokens holders will be able to sell KNOWP Tokens at a particular time or that the price received upon a sale will be favorable.

The terms of the KNOWP Tokens may also lead to additional price volatility. The value of the KNOWP Tokens will be tied to a number of factors, including the revenue participation payments by the Company. Consequently, unlike other security tokens, the operations and financial position of the Company will directly impact the price of the KNOWP Tokens which may create additional volatility based on the Company's future performance. Further, the Company may elect to make payments of KNOWPIA Platform Revenue owed to KNOWP Tokens holders in digital currencies. This could enhance the volatility risks associated with holding the KNOWP Tokens.

The KNOWP Tokens may be subject to registration under the Securities Exchange Act of 1934 (the "Exchange Act") if the Company has assets above \$10 million and more than 2,000 purchasers participate in the Offering, which would increase the Company's costs and require substantial attention from management. A Company with total assets above \$10 million and more than 2,000 holders of record of its equity securities, or 500 holders of record of its equity securities who are not accredited investors, at the end of their fiscal year must register that class of equity securities with the SEC under the Exchange Act, as amended, triggering public company reporting requirements. If, contrary

to the Company's views, the KNOWP Tokens are deemed to be equity securities, the Company could trigger this requirement as a result of the Offering and be required to register the KNOWP Tokens with the SEC under the Exchange Act, which would be a laborious and expensive process. Furthermore, if such registration takes place, the Company will have materially higher compliance and reporting costs going forward.

The determination of the offering price for the KNOWP Tokens was carefully, yet arbitrarily, determined by management. The offering price of the KNOWP Tokens was determined carefully, yet arbitrarily, by management's subjective assessment of the Company's current position and prospects. However, the offering price does not bear a relationship to the amount of revenue anticipated to be generated by the KNOWPIA Platform, or the Company's assets, book value or other recognized criteria of value, and should not be regarded as an objective valuation or an indication of any future resale value of the KNOWP Tokens.

Tax risks to the Company and to Investors. The Company may recognize ordinary taxable income on the issuance of the KNOWP Tokens equal to the purchase price of the KNOWP Tokens resulting in tax liabilities to the Company and/or to certain of its U.S. shareholders under the global intangible low-taxed income provisions of the Code or otherwise. This would reduce the amount funds available to the Company to complete work on the KNOWPIA Platform. The tax classification of the KNOWP Tokens for U.S. federal income tax purposes is unclear and it is possible investors would recognize taxable income upon purchase of the KNOWP Tokens and/or over time without the receipt of any cash. Each potential subscriber should consult with and must rely upon the advice of its own tax advisor with respect to the United States and non-U.S. tax consequences of an investment in KNOWP Tokens.

Risks Associated with the Company its Business

The KNOWPIA Platform may end up being something that consumers don't actually want or need. Though the Company's founder and team has had experience in creating an information website in the past, the KNOWPIA Platform may not be something consumers are interested in and don't actually want or need, despite the Company's beliefs and best efforts in promoting the KNOWPIA Platform. The KNOWPIA Platform may become useless and as a result negatively impact the financial status of the Company and your investment in the KNOWP Tokens.

Company may be forced to cease operations or take actions that result in a dissolution event. It is possible that, due to any number of reasons, but not limited to, an unfavorable fluctuation in the value of cryptographic and fiat currencies, the inability by the Company to establish a viable product, the failure of commercial relationships, or intellectual property ownership challenges, the Company may no longer be viable to operate and the Company may dissolve or take actions that result in a dissolution event.

The Company's future growth and profitability are dependent on the Company's ability to successfully operate in an industry that is subject to competition. As described in the executive summary of this Memorandum, there are several internet information platforms which are also in the blockchain space (e.g., Everipedia, Lunyr, Steemit). Furthermore, competition from incumbents in the space of web-based editable online encyclopedias, relevant media blogs, and content-based social media could divert participants from utilizing the KNOWPIA Platform from sharing knowledge content and, thus, materially adversely affect the Company's business. Expansion of internet information platforms in

various jurisdictions (both legal and illegal) could further compete with the Company's operations, which could have a material adverse impact on the Company's business and results of operations.

There can be no assurance that the Company will develop its products on its projected timelines or at all, or that the product will function as intended once developed. Despite Company's expertise and best efforts, there can be no assurance that the Company can develop the KNOWP Tokens or the KNOWPIA Platform. There can be no assurance that we will be able to develop the tokens or Network on time or at all, or that the tokens and/or Network will function as intended once developed. Additionally, if the Company becomes subject to bankruptcy or a similar proceeding or lose our ability to attract and retain qualified personnel, it may not be able to sustain operations, complete development of the tokens and KNOWPIA Platform or may develop a token or Network that fails to attract consumers, and consequently our business will be materially adversely affected.

Management has discretion on use of proceeds generated from this offering. The Company's success will be substantially dependent upon the discretion and judgment of its management team with respect to the applicable and allocation of the proceeds of this offering.

Adverse Publicity. While the Company believes the confidentiality of KNOWP Token holders will be protected, there is no certainty of this or that any adverse publicity attaching to the Company's efforts to influence management will not have adverse consequences for KNOWP Token holders, as well as for the Company generally.

The KNOWPIA Platform relies heavily on technology services. The applications and technology necessary to operate and utilize the KNOWPIA Platform, and any network with which it is interacting, may malfunction or function in an unexpected or unintended manner. Any unscheduled disruption in the Platform's technology services, and the technology, and infrastructure required to operate token reward system and social Knowledge content on the KNOWPIA Platform, including blockchain technology for the replication of transactional details through distributed ledgers, could result in an immediate, and possibly substantial, loss of revenues due to a shutdown of the KNOWPIA Platform. Such interruptions may occur as a result of, for example, a failure of our information technology or related systems, catastrophic events or rolling blackouts.

The Company is subject to cyber security and data loss risks or other security breaches. The Company's business involves the storage and transmission of users' proprietary information, and security breaches could cause a risk of loss or misuse of this information, and to resulting claims, fines, and litigation. The Company may be subjected to a variety of cyber-attacks, which may continue to occur from time to time. Cyber-attacks may target the Company, its customers, suppliers, banks, credit card processors, delivery services, e-commerce in general or the communication infrastructure on which they depend. An attack or breach of security could result in a loss of private data, unauthorized trades, an interruption of trading for an extended period of time, violation of applicable privacy and other laws, significant legal and financial exposure, damage to reputation, and a loss of confidence in security measures, any of which could have a material adverse effect on the Company's financial results and business. Any such attack or breach could adversely affect the ability of the Company to operate, which could adversely affect the value of the KNOWP Tokens. Any breach of data security that exposes or compromises the security of any of the private digital keys used to authorize or validate transaction orders, or that enables any unauthorized person to generate any of the private digital keys, could result in unauthorized trades and would have a material adverse effect on the Company. Because trades

utilizing blockchain technology settle on the trade date, it could be impossible to correct unauthorized trades.

Additional Disclosures

This Offering Statement has not been reviewed by the SEC or the state securities regulators because this transaction is a private offering and not registered under the Securities Act or state securities laws. Review may have resulted in additional disclosures by the Company.

THIS COMPANY IS OFFERING THE KNOWP TOKENS PURSUANT TO AVAILABLE EXEMPTIONS FROM REGISTRATION UNDER FEDERAL AND STATE SECURITIES LAW. THE COMPANY IS UNDER NO OBLIGATION AND HAS NO INTENTION, TO REGISTER THE SECURITIES AND IS UNDER NO OBLIGATION TO ATTEMPT TO SECURE AN EXEMPTION FOR ANY SUBSEQUENT SALE. THE KNOWP TOKENS, WHEN ISSUED, WILL BE RESTRICTED SECURITIES AND GENERALLY MUST BE HELD INDEFINITELY. THEY MAY NOT BE TRANSFERRED UNLESS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN AVAILABLE EXEMPTION FROM REGISTRATION WITH AN OPINION FROM LEGAL COUNSEL TO THAT EFFECT SATISFACTORY TO THE COMPANY.

GENERALLY, IN ADDITION TO THE ABOVE RISKS, BUSINESSES ARE OFTEN SUBJECT TO RISK NOT FORESEEN OR FULLY APPRECIATED BY MANAGEMENT. IN REVIEWING THIS INVESTMENT, POTENTIAL INVESTORS SHOULD KEEP IN MIND OTHER POSSIBLE RISKS THAT COULD BE IMPORTANT.

USE OF PROCEEDS

The Company's estimated use of the proceeds received based on the Token Purchase Agreement, net of any taxes, to cover its operational expenses, including legal, administrative and other general fees (including tZERO fees described below) , for the Token and Platform development and for all other general business operations incident thereto and permitted by law. The Company plans to allocate its use of proceeds as follows: KNOWPIA Platform development and R&D related activities (67%); marketing and business development (25%); and Company working capital requirements (8%).

Broker-Dealer Compensation

The Company has engaged tZERO Securities, LLC ("tZERO"), a broker-dealer registered with the Securities and Exchange Commission and a member of FINRA and SIPC, to act as the exclusive placement agent and broker-dealer of record for this Offering. As compensation, the Company has agreed to pay tZERO a commission equal to equal to (i) 4% of the gross proceeds received by the Company from investors for the Offering sourced by tZERO or a tZERO website (i.e., tZERO.com or an extension thereof) or tZERO's marketing materials distributed in connection with its placement agent activities (e.g., social media posts), or (ii) 2% of the gross proceeds received by the Company from in all other cases for the Offering. tZERO's fees also include a one-time advisory and consulting services fee of \$25,000 and reimbursement of reasonable accountable expenses.

The Escrow Agent is tZERO Securities, LLC who has been appointed as escrow agent for the Offering pursuant to an escrow agreement between the Escrow Agent and us. for the Company has agreed to pay the Escrow Agent a fee of \$1,000 for this Offering and reimbursement of reasonable accountable expenses. The Escrow Agent shall keep subscriber funds in a segregated account for primary offerings (the "Escrow Account"). The Escrow Account maintained by the Escrow Agent shall be terminated in whole or in part on the earliest to occur of: (a) the Closing of the Offering, (b) if the Minimum Amount is not raised by XX, 2024 or (b) the date on which this Offering is earlier terminated by us, in our sole discretion. The foregoing sentence describes the escrow period the "Escrow Period." During the Escrow Period, the parties agree that (i) the Escrow Account and escrowed funds will be held for the benefit of investors, and that (ii) we are not entitled to any funds received into escrow, and that no amount deposited into the Escrow Account shall become our property or any other entity, or be subject to any debts, liens or encumbrances of any kind of any other entity, until we have triggered closing of such funds. In the event the Escrow Agent does not receive written instructions from us to release funds from the Escrow Account on or prior to termination of the Escrow Period, the Escrow Agent shall terminate the escrow and make a full and prompt return of funds so that refunds are made to each investor in the exact amount received from said investor, without deduction, penalty or expense to investor.

The Escrow Agent shall process all escrowed amounts for collection through the banking system and shall maintain an accounting of each deposit posted to its ledger, which also sets forth, among other things, each investor's name and address, the quantity of shares of common stock purchased, and the amount paid. Prior to processing, the escrowed funds may be sent from the on-line investment platform to one or more banking intermediaries for settlement purposes before being deposited into the Escrow Account. The Escrow Agent will receive interest on the proceeds in the Escrow Account but no interest will be shared with investors in this Offering. If any Subscription Agreement for the purchase of shares of common stock is rejected by us, in our sole discretion, then the Subscription Agreement and the escrowed amounts for such investor shall be promptly returned to the rejected investor by the Escrow

Agent. We shall be obligated to reimburse Escrow Agent for all fees, costs and expenses incurred or that become due in connection with the Escrow Agreement or the Escrow Account, including reasonable attorney's fees. The Escrow Agent, in no way endorses the merits of the Offering or of the securities.

Technology Services

In addition, the Company will pay tZERO Technologies, LLC, an affiliate of tZERO, the following fees for use of its online investment platform: (i) a one-time set up fee of \$10,000, (ii) a monthly fee of \$2,000 during the 12-month term of the Offering, (iii) a transaction fee of \$20 per investment commitment submitted to the platform and (iv) certain additional fees for AML searches and administrative fees.

tZERO Tech has also been engaged to provide tokenization services to the issuer for a fee of \$25,000.

PLAN OF DISTRIBUTION

Investors Qualification

Only persons of adequate financial means who have no need for present liquidity should consider purchasing KNOWP Tokens offered hereunder because: (i) purchasing KNOWP Tokens involves a number of significant risks (see “Risk Factors”); and (ii) no market exists for KNOWP Tokens, and none is likely to develop in the reasonably foreseeable future. This Offering is intended to be a private offering that is exempt from registration under the Securities Act and applicable state securities laws.

U.S. Investor Suitability Requirements

For U.S. Persons (as defined below), this Offering is limited solely to “**accredited investors**” as defined in Regulation D under the Securities Act, meaning only those persons or entities coming within any one or more of the following categories:

- (i) Any bank, as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution defined in Section 3(a)(5)(A) of the Securities Act, whether act in its individual or fiduciary capacity; any broker-dealer registered pursuant to Section 15 of the Exchange Act; any insurance company, as defined in Section 2(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; and any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, that is either a bank, savings and loan association, insurance company or registered investment advisor, if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by person(s) that are accredited investor(s);
- (ii) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;
- (iii) Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, any corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring the Common Stock, with total assets in excess of \$5,000,000;
- (iv) Any Manager or executive officer of Company;
- (v) Any natural person whose individual net worth, or joint net worth with that person’s spouse, exclusive of the value of the person’s primary residence net of any mortgage debt and other liens, at the time of his or her purchase exceeds \$1,000,000;
- (vi) Any natural person who had an individual income in excess of \$200,000, or joint income with that person’s spouse in excess of \$300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year;

- (vii) Any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Common Stock, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or
- (viii) Any entity all of whose equity owners are accredited investors.

The term “**net worth**” means the excess of total assets over total liabilities, exclusive of the value of your primary residence net of any mortgage debt and other liens. In determining income, you should add to your adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depreciation, contributions to an IRA or Keogh retirement plan, alimony payments and any amount of which income from long-term capital gains had been reduced in arriving at adjusted gross income.

You will be required to represent to Company in writing that you are an accredited investor under Regulation D, as described above, and may also be required to provide certain documentation in support of such representation. In addition to the foregoing requirement, you must also represent in writing that you are acquiring the KNOWP Tokens for your own account and not for the account of others and not with a view to resell or distribute such securities.

The term “**U.S. Person**” (as defined in Regulation S under the Securities Act) means:

- A natural person resident in the United States;
- A partnership or corporation organized or incorporated under the laws of the United States;
- An estate of which any executor or administrator is a U.S. Person;
- A trust of which any trustee is a U.S. Person;
- An agency or branch of a foreign entity located in the United States;
- A nondiscretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit of a U.S. Person;
- A discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated and (if an individual) residence in the United States; and
- A corporation or partnership organized under the laws of any foreign jurisdiction and formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.

“**United States**” or “**U.S.**” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

Non-U.S. Investor Eligibility Requirements

Each Investor who is a Non-U.S. Persons (as defined below) must represent in writing that he, she, or it has satisfied and is in full observance of the laws of such Investor’s jurisdiction in connection with any invitation to purchase KNOWP Tokens, including (i) the legal requirements within such Investor’s jurisdiction for the purchase of KNOWP Tokens, (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, redemption, sale or transfer of the KNOWP Tokens. The Investor’s subscription and payment for, and the Investor’s continued

beneficial ownership of the KNOWP Tokens will not violate any applicable securities or other laws of such Investor's jurisdiction.

The term “**Non-U.S. Person**” (as defined in Rule 902(k)(2) of the Securities Act) means:

- A discretionary account or similar account (other than an estate or trust) held for the benefit or account of a Non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) residence in the United States;
- An estate of which any professional fiduciary acting as executor or administrator is a U.S. Person if:
 - An executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and
 - The estate is governed by foreign law;
- Any trust of which any professional fiduciary acting as trustee is a U.S. Person, if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person;
- An employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
- An agency or branch of a U.S. Person located outside the United States if:
 - The agency or branch operates for valid business reasons; and
 - The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located;
- The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

Other Investor Eligibility Requirements

The USA PATRIOT Act	What is money laundering?	How big is the problem and why is it important?
The USA PATRIOT Act is designed to detect, deter and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since July 24, 2002, all United States brokerage firms have been required to have comprehensive anti-money laundering programs in effect. To help you understand these efforts, KNOWPIA wants to provide you	Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering and terrorism.	The use of the United States financial system by criminals to facilitate terrorism or other crimes could taint our financial markets. According to the United States State Department, one recent estimate puts the amount of worldwide money laundering activity at \$1 trillion a year.

with some information about money laundering and KNOWPIA efforts to help implement the USA PATRIOT Act.		
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What is KNOWPIA required to do to help eliminate money laundering?	
Under new rules required by the USA PATRIOT Act, KNOWPIA's anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits and establish policies and procedures designed to detect and report suspicious transaction and ensure compliance with the new laws and rules.	As part of KNOWPIA's required program, it may ask you to provide various identification documents or other information. Until you provide the information or documents that KNOWPIA needs, it may not be able to effect any transactions for you.

You should check the Office of Foreign Assets Control (the "OFAC") website at <http://www.treas.gov/ofac> before making the following representation: You represent that the amounts invested by you in this Offering were not and are not directly or indirectly derived from any activities that contravene Federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by the OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of the OFAC-prohibited countries, terrorists, individuals and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by the OFAC (the "OFAC Programs") prohibit the dealing with individuals⁵ or entities in certain countries, regardless of whether such individuals or entities appear on any OFAC list:

- (i) You represent and warrant that none of: (1) you; (2) any persons controlling or controlled by you; (3) if you were a privately-held company, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with purchasing a KNOWP Token is a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that Company may not accept any subscription amounts from a prospective Investor if the Investor cannot make the representation set forth in the preceding sentence. You agree to promptly notify Company should you become aware of any change in the information set forth in any of these representations. You are advised that, by law, Company may be obligated to "freeze the account" of any Investor, either by prohibiting additional subscriptions from it, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and that Company may also be required to report such action and to disclose such Investor's identity to the OFAC;

⁵ These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

- (ii) You represent and warrant that none of: (1) you; (2) any person controlling or controlled by you; (3) if you are privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this Offering is a senior foreign political figure⁶ or any immediate family⁷ member or close associate⁸ of a senior foreign political figure, as such terms are defined in the footnotes below; and
- (iii) If you are affiliated with a non-U.S. banking institution (a “Foreign Bank”), or if you receive deposits from, making payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to Company that: (1) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

Company is entitled to rely upon the accuracy of your representations to each of them. Company may, but under no circumstances shall it be obligated to, require additional evidence that a prospective Investor meets the standards set forth above at any time prior to its acceptance of a prospective Investor’s subscription. You are not obligated to supply any information so requested by Company, but Company may reject a subscription from you or any person who fails to supply such information.

If, at some time after you have purchased a KNOWP Token, the Company has reasonable evidence to believe that you are not an accredited investor or a resident of a country with restrictions on the purchase of such securities instrument, the Company will return your investment amount and reject your subscription.

⁶ A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), a senior official or a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

⁷ “Immediate family” of a senior political figure typically includes such figure’s parents, siblings, spouse, children and in-laws.

⁸ A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with such senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of such senior foreign political figure.

HOW TO SUBSCRIBE

You will be able to make an investment in the KNOWP Tokens through an online investment platform. If you decide to subscribe for our securities offered in this Offering, you should:

1. Carefully read this Memorandum, and any current supplement, as well as any documents described in this Memorandum and attached hereto or which you have requested. Consult with your tax, legal and financial advisors to determine whether an investment in our common stock is suitable for you.
2. Review the Subscription Agreement and execute the completed Subscription Agreement via electronic signature.
3. Before or after a Subscription Agreement is signed, an integrated online payment portal will facilitate your transfer of funds by ACH, wire or by credit card (credit card investment may result in incurrance of third-party fees and charges, interest obligations which will lower your expected investment returns and could exceed your actual returns) in an amount equal to the purchase price of your KNOWP Tokens (as set out on the front page of your Subscription Agreement) into an escrow account with tZERO Securities, LLC that will not yield interest for investors. tZERO Securities, LLC will hold such subscription funds in escrow until such time as your Subscription Agreement is either accepted or rejected by us and, if accepted, such further time until you are issued the shares for which you subscribed.
4. We and tZERO will review the subscription documentation completed and signed by you. You may be asked to provide additional information. We or tZERO will contact you directly, if required. We reserve the right to reject any subscriptions, in whole or in part, for any or no reason, and to withdraw the Offering at any time prior to the initial closing date.
5. Once the review is complete, we or tZERO will inform you whether or not your application to subscribe for our shares is approved or denied and if approved, the number of shares for which you are entitled to subscribe. If your subscription is rejected in whole or in part, then your subscription payments (being the entire amount if your application is rejected in whole or the payments associated with those subscriptions rejected in part) will be refunded (subject to the processing times of your banking institution), without interest or deduction. We will accept subscriptions on a first-come, first served basis subject to the right to reject or reduce subscriptions.
6. If all or a part of your subscription is approved, then the number of KNOWP Token you are entitled to subscribe will be issued to you upon the applicable Closing Date. Simultaneously with the issuance of your KNOWP Tokens, the subscription monies held by tZERO Securities, LLC in escrow on your behalf will be transferred to us.

By executing the Subscription Agreement, you agree to be bound by the terms of the Subscription Agreement. We and tZERO will rely on the information you provide in the Subscription Agreement and the supplemental information you provide in order for tZERO to verify that you are qualified to invest in this offering. If any information about your status changes prior to you being issued shares, please notify tZERO or us immediately using the contact details set out in the Subscription Agreement.

Right to Reject Subscriptions. After we receive your complete, executed Subscription Agreement and the funds required under the Subscription Agreement have been transferred to the escrow account, we have the right to review and accept or reject your subscription in whole or in part, for any reason or

for no reason. The Escrow Agent will return all monies from rejected subscriptions promptly to you, without interest or deduction.

Acceptance of Subscriptions. Upon our acceptance of a Subscription Agreement, we will countersign the Subscription Agreement and issue the shares subscribed on the applicable Closing Date provided, however, that we reserve the right to reject any subscription, in whole or in part, for any reason or for no reason. Once you submit the Subscription Agreement and it is accepted, you may not revoke or change your subscription or request your subscription funds. All accepted Subscription Agreements are irrevocable.

NOTICES TO INVESTORS IN NON-U.S. JURISDICTIONS

Notice to Residents of Argentina:

The KNOWP Tokens are not authorized for public offering in Argentina and they may not be sold publicly under the Argentine Capital Markets Law No. 26,831, as amended. Therefore, any such transaction must be made privately.

Notice to Residents of Australia:

The KNOWP Tokens are not "securities" for the purposes of Chapter 6D of the Corporations Act 2001 (Cth) (or the Corporations Act). No prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission (ASIC) in relation to this offering of KNOWP Tokens. Any offer in Australia of the KNOWP Tokens may only be made to "wholesale clients" (within the meaning of Sections 761G and 761GA of the Corporations Act) and any persons in Australia who apply to be allotted KNOWP Tokens under this offering warrant to the issuer of the KNOWP Tokens that they are a "wholesale client" (within the meaning of Sections 761G and 761GA of the Corporations Act). The KNOWP Tokens must not be offered for sale in Australia in the period of 12 months after the date of allotment of the KNOWP Tokens under this offering to any "retail client" (within the meaning of Sections 761G and 761GA of the Corporations Act). Any Investor acquiring the KNOWP Tokens must observe such Australian on-sale restrictions.

Notice to Residents of Brazil:

The KNOWP Tokens have not been, and will not be, issued nor placed, distributed, offered or negotiated in the Brazilian capital markets. Neither the Company nor the issuance of the KNOWP Tokens have been or will be registered with the Brazilian Securities and Exchange Commission (Comissão de Valores Mobiliários, the CVM). Therefore, neither the Company nor any of its agents has offered or sold, and will not offer or sell, the KNOWP Tokens in Brazil, except in circumstances which do not constitute a public offering, placement, distribution or negotiation of securities in the Brazilian capital markets regulated by Brazilian legislation.

Notice to Residents of British Virgin Islands:

The KNOWP Tokens and any documents used in connection therewith do not constitute a public offer of the Securities, whether by way of sale or subscription, in the Cayman Islands. The Company will not carry on business in the Cayman Islands. The KNOWP Tokens have not been offered or sold, and will not be offered or sold, directly or indirectly, in the Cayman Islands, except as may be permitted by law without creating an obligation for the Company to register in the Cayman Islands.

Notice to Residents of Cayman Islands:

No offer or invitation may be made to the public in the Cayman Islands to purchase the KNOWP Tokens. This Memorandum shall not constitute an offer, invitation or solicitation to any member of the public in the Cayman Islands to purchase any KNOWP Tokens. KNOWP Tokens may be beneficially owned by persons resident, domiciled, established, incorporated or registered pursuant to the laws of the Cayman Islands. The Company, however, will not undertake business with the public in the Cayman Islands other than so far as may be necessary for the carrying on of the business of the Company exterior to the Cayman Islands. "Public" for purpose of this provision does not include (i) any limited liability company

registered under the Limited Liability Companies Law (2018 Revision), (ii) any exempted or ordinary non-resident company registered under the Companies Law (2018 Revision), (iii) a foreign company registered pursuant to Part IX of the Companies Law (2018 Revision), (iv) a foreign limited partnership registered under Section 42 of the Exempted Limited Partnership Law (2018 Revision), (v) any company acting as general partner of a partnership registered under Section 9(1) of the Exempted Limited Partnership Law (2018 Revision) or (vi) any director or officer of the same acting in that capacity or the trustee of any trust registered or capable of registration under Section 74 of the Trusts Law (2018 Revision) acting in that capacity.

Notice to Residents of China:

The KNOWP Tokens are not being, and may not be, offered or sold, directly or indirectly, within the People's Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan (Republic of China)).

Notice to Residents of the European Economic Area:

This Memorandum does not constitute a prospectus for the purposes of Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) (the "**Prospectus Directive**") including any relevant implementing measure in any member state of the European Economic Area (the "**EEA**"). Any offer or invitation to purchase KNOWP Tokens proposed to be issued by the Company in any member state of the EEA which has implemented the Prospectus Directive will only be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus in respect of such offer or invitation or otherwise will not be subject to such requirements. The Company has not authorized, nor will it authorize, the making of any offer or invitation of KNOWP Tokens in circumstances in which an obligation arises for the publication of a prospectus pursuant to the Prospectus Directive.

In relation to each relevant EEA member state, no offer or invitation of securities proposed to be issued by the Company has been or will be made to the public in that member state, other than under the following exemptions under the Prospectus Directive:

- (a) to any person which is a "qualified investor" as defined in the Prospectus Directive;
- (b) to fewer than 150 persons in each EEA member state (other than "qualified investors" as defined in the Prospectus Directive); or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer or invitation referred to in (a) to (c) above shall result in a requirement for the publication of a prospectus pursuant to Article 3 of the Prospectus Directive, or of a supplement to a prospectus pursuant to Article 16 of the Prospectus Directive. For the purposes of this provision, the expression "**an offer of securities to the public**" in relation to any securities proposed to be issued by the Company in any EEA member state means the communication in any form and by any means of sufficient information on the terms of the offer and the securities proposed to be issued by the Company so as to enable an Investor to decide to purchase or subscribe for such securities, as the same may be varied in that member state by any measure implementing the Prospectus Directive in that relevant EEA member state.

Notice to Residents of Germany:

The Company does not intend to offer the KNOWP Tokens to the public in Germany. The KNOWP Tokens and any documents used in connection therewith do not constitute a public offer, or an invitation to make offers, to sell, purchase, exchange or otherwise transfer the KNOWP Tokens in or to Germany. The KNOWP Tokens have not been offered or sold, and will not be offered or sold, directly or indirectly, to or for the benefit of any person or entity resident, incorporated, established or having their usual residence in Germany, except as may be permitted by the German Securities Trading Act (Wertpapierhandelsgesetz - WpHG), the EU Prospectus Regulation (Regulation (EU) 2017/1129 of 14 June 2017, the German Securities Prospectus Act (Wertpapierprospektgesetz - WpPG) and German Capital Investment Act (Vermögensanlagegesetz – VermAnlG) without the Company becoming subject to any such laws.

Notice to Residents of Gibraltar:

The KNOWP Tokens are not an authorized or regulated "collective investment scheme" as defined under the Financial Services (Collective Investment Schemes) Act 2011. This Memorandum does not constitute an offer or invitation to the public in Gibraltar for the purchase of KNOWP Tokens. It is being made available to persons in Gibraltar to whom it is addressed for information purposes only and at their request. This Memorandum is for the sole use of these prospective Investors and will not be issued to any other person in Gibraltar. This Memorandum does not purport to give investment advice. If a Gibraltar Investor is in doubt about the contents of this document, such Investor may wish to consult a person licensed under section 6 of the Financial Services (Fiduciary & Investment services) Act 1989 of Gibraltar or section 6 of the Financial Services (Markets in Financial Instruments) Act 2018 of Gibraltar. Each prospective Investor represents, warrants and agrees that by requesting a copy of this Memorandum that it has done so at its own volition and it will obtain such independent professional advice as it will deem appropriate to assess the investment risks and any decision taken by it to purchase the KNOWP Tokens, is solely its own decision and not as a result of any inducement from the issuer.

Notice to Residents of Hong Kong:

This Memorandum has not been delivered for registration to the Registrar of Companies in Hong Kong and its contents have not been reviewed by any regulatory authority in Hong Kong. The KNOWP Tokens have not been and will not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute any offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (cap. 32 of the laws of Hong Kong) (the "CWUMP Ordinance"), (ii) to "professional investors" as defined in the Securities and Futures Ordinance (cap. 571 of the laws of Hong Kong) ("Securities and Futures Ordinance") and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the CWUMP Ordinance. No advertisement, invitation or document relating to the KNOWP Tokens has been or may be issued or has been or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to KNOWP Tokens which are or are intended to be disposed of only to persons outside of Hong Kong or only to "professional investors" in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

Notice to Residents of India:

The KNOWP Tokens and any documents used in connection therewith and any related documents do not constitute an offer to sell to or an offer to buy interest from any person other than the person to whom this document has been sent the Company or its authorized agents. The KNOWP Tokens and any documents used in connection therewith should not be construed as a prospectus. The KNOWP Tokens and any documents used in connection therewith are not being offered for sale or subscription but are being privately placed with a limited number of sophisticated Investors, and prospective Investors must obtain legal advice that they are entitled to subscribe for these instruments and must comply with all relevant Indian laws in this respect.

Notice to Residents of Israel:

This Memorandum is provided only to residents of Israel who have provided a Qualified Investor Declaration to the Company prior to receiving this Memorandum, OR TO A MAXIMUM OF 35 NONQUALIFIED OFFEREEES IN ANY TWELVE-MONTH PERIOD. No material relating to this Memorandum has been or will be reviewed by the Israel Securities Authority, and the Company is exempt from publishing a prospectus in relation to this Memorandum under section 15A of the Israel Securities Law 5728-1968. Each prospective Investor must and hereby does warrant to the Company that it is purchasing the KNOWP Tokens for investment purposes only and not for purposes of resale.

Notice to the Residents of Malta:

The KNOWP Tokens and any documents used in connection therewith do not constitute an offer to the public within the meaning of the Companies Act (Chapter 386 of the Laws of Malta). This Memorandum and any other document or material relating to the KNOWP Tokens have not been, and will not be, submitted for clearance to nor approved by the Malta Financial Services Authority.

The KNOWP Tokens and any documents used in connection therewith are directed only at (a) persons who are "qualified investors", as defined in Article 2 of the Companies Act (Chapter 386 of the Laws of Malta); and (b) other persons who fall within Regulation 3(c) of the Investment Services Act (Investment Advertisements and Prospectus Exemption) Regulations (S.L. 370.98) (collectively referred to in this provision as "**Relevant Persons**"). This Memorandum and any other document or material relating to the KNOWP Tokens must not be acted on or relied on by persons who are not Relevant Persons. Any investment or investment activity to which these publications relate is available only to Relevant Persons and will be engaged in only with Relevant Persons.

Notice to Residents of Mexico:

No actions, applications or filings have been undertaken in Mexico, whether before the National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores – "CNBV"*) or any exchange authorized in Mexico, in order to register or make a public offering in Mexico, with or without price, through mass media and to undetermined subjects to subscribe, acquire, sell or otherwise assign the KNOWP Tokens, in any form or manner.

No financial authority or securities exchange in Mexico has reviewed or assessed the particulars of the KNOWP Tokens or the Offering, and in no case will they certify the suitability of the KNOWP Tokens, the solvency of the Company or the exactitude or veracity of the information contained in this Memorandum. Hence, the information contained herein is the exclusive responsibility of the Company and has not been reviewed by the CNBV.

Each Mexican Investor is solely responsible for any decision that such Investor makes in relation to the KNOWP Tokens if such Investor have procured this Memorandum or came by it through such Investor's own means out of such Investor's own accord, regardless of the source. If a Mexican Investor received this Memorandum from either the Company or the Placement Agent or any of their respective affiliates, the KNOWP Tokens are being offered to such Investor under the private offering exceptions in Article 8 of the Mexican Securities Market Law (*Ley del Mercado de Valores*). No Mexican financial intermediary may trade the KNOWP Tokens.

Notice to Residents of Panama:

The KNOWP Tokens have not been and will not be registered with the Superintendence of Capital Markets of the Republic of Panama under Decree Law N°1 of July 8, 1999 (the "**Panamanian Securities Act**") and may not be publicly offered or sold within Panama, except in certain limited transactions exempt from the registration requirements of the Panamanian Securities Act. The KNOWP Tokens do not benefit from the tax incentives provided by the Panamanian Securities Act and are not subject to regulation or supervision by the Superintendence of Capital Markets of the Republic of Panama.

Notice to the Residents of the Russian Federation:

The KNOWP Tokens and any related documents are not an offer, or an invitation to make offers, to sell, purchase, exchange or otherwise transfer securities or foreign financial instruments to or for the benefit of any person or entity resident, incorporated, established or having their usual residence in the Russian Federation, except "qualified investors" (as defined under Russian securities laws) to the extent permitted under Russian securities laws. The KNOWP Tokens and any documents used in connection therewith are not an advertisement in connection with the "placement" or a "public circulation" (as both terms are defined under Russian securities law) of any securities, and the Securities are not intended for "placement" or "public circulation" in the Russian Federation, in each case unless otherwise permitted under Russian securities laws. Neither the KNOWP Tokens nor a prospectus relating hereto has been or will be registered with the central bank of the Russian Federation.

Notice to Residents of Singapore:

The KNOWP Tokens and any documents used in connection therewith have not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act (Chapter 289 of Singapore) ("**SFA**"). Accordingly, the KNOWP Tokens and any other document in connection with the offer or sale, or invitation for subscription or purchase, thereof may not be circulated or distributed, nor may it be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor under Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA. Where the KNOWP Tokens are subscribed for or purchased pursuant to an offer made in reliance on an exemption under Section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in Section 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that trust has acquired the shares pursuant to an offer made in reliance on an exemption under Section 275 of the SFA

except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than \$200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in any other applicable regulations.

Notice to Residents of South Korea:

The KNOWP Tokens and any documents used in connection therewith are not, and under no circumstances may be construed as, a public offering of securities in South Korea. Neither the Company nor any placement agent may make any representation with respect to the eligibility of any person to acquire the KNOWP Tokens under the laws of South Korea, including, without limitation, the Financial Investment Services and Capital Markets Act and the Foreign Exchange Transaction Act and regulations thereunder.

The KNOWP Tokens have not been registered under the Financial Investment Services and Capital Markets Act of South Korea and may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for reoffering or resale, directly or indirectly, in South Korea or to any resident of South Korea, except pursuant to the applicable laws and regulations of South Korea.

Notice to Residents of Switzerland:

The KNOWP Tokens may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (“**SIX**”) or on any other stock exchange or regulated trading facility in Switzerland. The KNOWP Tokens and any related documents have been prepared without regard to the disclosure standards for issuance prospectuses under Article 652a or Article 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under Article 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither the KNOWP Tokens nor any related marketing material may be publicly distributed or otherwise made publicly available in Switzerland. The KNOWP Tokens and any related marketing materials have not been and will not be filed with or approved by any Swiss regulatory authority, particularly including the Swiss Financial Market Supervisory Authority, and it has not been authorized under the Swiss Federal Act on Collective Investment Schemes (“**CISA**”). The protections afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of the KNOWP Tokens.

Notice to Residents of Taiwan (Republic of China):

The KNOWP Tokens and any documents used in connection therewith have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan (or Republic of China) (“**FSC**”) and/or any other regulatory authorities of Taiwan pursuant to relevant securities laws and regulations of Taiwan and may not be sold, issued or offered within Taiwan through a public offering or in circumstances which constitute an offer or a solicitation of an offer within the meaning of the Securities and Exchange Act or relevant laws and regulations of Taiwan that requires a registration, filing or approval of the FSC and/or any other regulatory authorities of Taiwan. No person or entity in Taiwan

has been authorized to offer, sell, give advice regarding or otherwise intermediate the offering and sale of the KNOWP Tokens and any documents used in connection therewith in Taiwan.

Notice to Residents of Thailand:

The KNOWP Tokens and any documents used in connection therewith have not be approved by the Office of the Thai Securities Exchange Commission (“TSEC”), and no registration statement and draft prospectus have been filed with the TSEC and have become effective, in reliance on applicable exemptions from such requirements, including for offers to “institutional investors” under the Securities and Exchange Act and any related act or rules.

Notice to Residents of the United Kingdom:

The materials made available by the Company are directed only at persons (i) who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the Order), (ii) who are high net worth entities as described in Article 49(2)(a) to (d) of the Order, or (iii) are other persons to whom it may otherwise lawfully be distributed (all such persons together being referred to as “**Relevant Persons**”). Any investment or investment activity to which such materials may relate would, if made available and engaged in, be made available only to and engaged in only with such persons. By accepting this Document and not immediately returning it, a recipient represents and warrants that: (i) they are Relevant Persons who may lawfully receive the Document from the Company; and (ii) they have read, agree and will comply with the contents of this notice.

Notice to Residents of Ukraine:

The KNOWP Tokens and any documents used in connection therewith do not constitute an offer of the KNOWP Tokens in the Ukraine. The KNOWP Tokens have not been offered or sold, and will not be offered or sold, directly or indirectly, in the Ukraine, except as may be permitted by law.

Notice to Residents of all Other Jurisdictions:

No action has been taken to permit the offer, sale, possession or distribution of the KNOWP Tokens or any related documents in any jurisdiction where action for that purpose is required. Each Investor is required to inform itself, himself or herself about, and to observe any restrictions relating to, the Digital Securities and any related documents in such Investor’s jurisdiction.