PRIVATE PLACEMENT MEMORANDUM

KNOWPIA INC.

UP TO 300 Million KNOWP PREFERRED EQUITY TOKENS

This Private Placement Memorandum (this "Memorandum") describes the offering (the "Offering") by Knowpia Inc. (the "Company" or "KNOWPIA") of up to 300 Million shares of preferred stock of the Company (the "KNOWP Tokens" or "Tokens"), 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") and who are "U.S. Persons" 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 $10,000 USD (the "Minimum Investment Amount") and the minimum offering amount is $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 (unless this date has been extended for the discretionary 12-month period).

The holders of KNOWP Tokens will share pro rata in 10% of the total Net Platform Profit (as defined below) actually generated through the platform and decentralized ecosystem that will use KNOWP Tokens (the "KNOWP Platform"). The KNOWP Token itself is a digitally enhanced security which is a conventional uncertificated security with a digital copy of the Company's stock ledger record on a blockchain with no legal or controlling effect. 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.

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

[1] In general, a "U.S. Person" is defined under Rule 902(k) of applicable regulations to include any natural person resident in the United States; or any partnership or corporation organized or incorporated under the laws of the United States.

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.

Investing in the KNOWP Tokens involves some 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" and the risk factor titled "If we are unable to raise additional cash by 10/31/2025, we will be unable to fully fund our operations and to otherwise execute our business plan, leading to the reduction or suspension of our operations and ultimately our going out of business."

The Company has engaged tZERO Securities, LLC ("tZERO"), an SEC-registered broker-dealer and member of FINRA and SIPC, to act as the broker-dealer of record for this Offering. For this engagement, the Company has agreed to pay tZERO a fee equal to 2% of the gross proceeds received by the Company from investors 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 Investors	**tZERO Fees (2)**	**Proceeds to Company(3)**
Per KNOWP Token Price	$0.01	$0.0002	$0.0098
Minimum Purchase (1)	$10,000	$200	$9,800
Maximum Offering	$3,000,000	$60,000	$ 2,940,000

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 Tokens. 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 broker-dealer of record in connection with this Offering. tZERO will receive 2% of the gross proceeds from the Offering, the chart above 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 (both for broker of record and escrow agent services). It also does not include certain fees and

expense reimbursements 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 August 26, 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 UPON REQUEST.

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, PART-OR-NONE 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.

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.

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 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 IT IS AN "ACCREDITED INVESTOR" (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT).**

Each Investor acknowledges that U.S. Persons who are holders of a KNOWP 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, OR (B) 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**

DESCRIPTION OF BUSINESS

This section is not a complete description of the Company, Funs.ai Platform, or the 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, including the risk factor titled “If we are unable to raise additional cash by 10/31/2025, we will be unable to fully fund our operations and to otherwise execute our business plan, leading to the reduction or suspension of our operations and ultimately our going out of business.”

OVERVIEW OF KNOWPIA

The creator economy is a brand-new business model born out of the rapid development of the Internet (the “Creator Economy”). Although the concept of the Creator Economy originated in the Web 2.0 era when the creation of online content became popular, its real realization will be in Dawn of Web 4.0, which can be called a Decentralized Commonwealth Sharing Economy by KNOWPIA.

Due to technological development, the centralized Web 2.0 platform’s ability to tap creators and the improvement of creators’ economic benefits need to be strengthened, the creator economy in the dawn of Web 4.0 will solve the shortcomings of the Web 2.0 era and make changes in the following directions.

THE PROBLEMS

LACK OF MONETIZATION ABILITIES: Traditional social media platforms do not provide its users and contributors with unique capabilities to develop, showcase and distribute their artwork directly through said social media platforms.

PROFITING OFF YOUR PERSONAL DATA. Traditional companies in the social media and SocialFi industries have revenue models that involve selling information collected from its users for commercial purposes. This means that social media users and contributors are deprived from monetizing and reaping the financial benefits of their valuable data.

PLATFORM-CENTRIC BUSINESS MODELS. In the Web 2.0 era, because of the reliance on centralized companies that provide and manage platform services, creators are attached to the centralized SocialFi platform and a large part of the creator’s income must be paid to third parties as service fees and with partial allocations to the platform. At the same time, these centralized platforms hold the review/audit power of its contributor’s artworks and if the platforms believe that the creator’s content does not comply with their policies, they can prohibit uploading or deleting it, so the creator actually lacks creative freedom. As a consequence of said limitations, creators in the Web 2.0 era are more likely to use advertising to earn revenue than to create content itself.

THE KNOWPIA SOLUTIONS

THE FUNS.AI PLATFORM:

The creators will become the owners of their own works. KNOWPIA owns and operates a branded blockchain technology platform named Funs.ai ("Funs.ai" or "Platform") that was developed to disrupt the SocialFi industry and empower the SocialFi users and contributors. By leveraging blockchain technology, Funs.ai creates a decentralized ecosystem where users have more control over their data and content. For instance, a fundamental property of the blockchain is that once something is on the chain, it cannot be altered or counterfeited. So by employing a combination of NFT based tools on blockchain technology, the user-generated content created on the platforms becomes the sole and unfettered property of the creator, with absolute discretion to monetize and control the content and its financial exploitation.

Creators will have the opportunities to earn Platform reward points. The Funs.ai Platform uses reward points enabling a point system economy within the platform. As a content creator on Funs.ai, the creator can monetize its digital content by converting it into NFTs and generating income and platform contributor in Platform reward points. Additionally, Funs.ai provides business development support to merchants by offering NFT-based redeemable vouchers, bridging traditional retail commerce with the advantages of blockchain.

Creators will have true, decentralized ownership and control over their artwork. Funs.ai also empowers creators to develop, showcase and auction their artworks on a decentralized marketplace, leveraging blockchain technology for transparency, security, and transactional capabilities.

A limited number of carefully selected Funs.ai Platform consultants (the "Consultants") will have the opportunity to earn rewards and income in the form of KNOWP Tokens while boosting the Platform's overall performance and bottom line from an organic perspective. In short, the Funs.ai Platform Consultants will be carefully selected to provide valuable technical, creative and business services to the Funs.ai Platform. On the creative side, the services performed by the Consultants shall include the creation and publication of curated digital content including professional images, video productions, musical compositions, original stories, and the like, to be used on the Funs.ai Platform. Additionally, the hired Platform Consultants shall be responsible for providing professional advisory services to the Company, including analyzing the Platform's key performance metrics, and making improvements to the Platform's functionality, key features and audience engagement.

Generative AI Content: Funs.ai offers an all-in-one creator dashboard (the "CreatorBoard") providing tools for writing, image creation, music composition, and video production. The CreatorBoard includes creative features for designing emoji stickers, building quick interactive elements for post images to enhance user engagement. Additionally, through leveraging machine learning, the platform analyzes users' social engagements, interactions, and interests to deliver personalized content

recommendations. At the same time the CreatorBoard suggests like-minded users and groups to foster meaningful social relationships.

AI Assistant: KNOWPIA will build a powerful artificial intelligence chatbot (the "AI Assistant") integrated with advanced AI models and virtual agents and to help content creators to provide enjoyable and valuable content to the Platform users in an efficient and effective way. KNOWPIA will use decentralized storage to document and store the content on-chain. For instance, by leveraging advanced AI technology, the AI Assistant will learn a user's unique voice, writing style, and preferred tones, ensuring that all its captions, posts, and comments sound authentic to the user. Knowpia and Funs.ai empowers creators to achieve content success with less effort and more creativity.

KNOWPIA REPUTATION SCORE: Additionally, KNOWPIA employs a proprietary social credit score system (the "CreditFi System") that is aimed to enhance trust among Platform users by building decentralized identities and user reputation scores. Through achieving a critical mass of scale and adoption, KNOWPIA is developing an advanced and fully automated scoring system that aggregates data on user's contributions and behavior on the platform to produce a unique social metric – the KNOWPIA Reputation Score. For more information on the Reputation Score and its scoring metrics, please see the attached Addendum 1.

The KNOWPIA DAO (Decentralized Autonomous Organization): In the future, the Company may establish the KNOWPIA DAO with the goal of creating an organizational system that breaks away from traditional SocialFi platform-centric models. If the KNOWPIA DAO is formed, at some future point in time, the operation, management, and decision-making of the DAO may be completed by all KNOWP Tokenholders or the holders of another governance token, through mechanisms and functionalities of blockchain & AI technology. It is envisioned by the Company that at some future point in time, under the DAO, Platform resources and governance rights may be distributed among all KNOWP Tokenholders or the holders of another governance token. The goal of the DAO will be to provide a democratized, decentralized content landscape where Platform creators can take control of their work, how it is distributed, and how it is valued.

CORE MANAGEMENT TEAM

Kecheng Lai AKA Keven Lai – President, CEO, and Chairman of the Board
Keven Lai has been developing in Silicon Valley for 30 years and has personally witnessed the major changes in Silicon Valley's development from hardware to software. As a successful serial entrepreneur, he is highly attentive to the digital asset revolution and the AI transformation wave within the Web3 technology trend. Across various domains, he keenly perceives that the integration of art with Web3 and AI will bring about significant changes, profoundly altering the digital asset management and art creation models in human society.

Richard Quan – Chief Operating Officer
Richard holds a master's degree in computer science and has 20 years of experience in software development and engineering. He previously served as the Software

Development Manager at Ixia. Leading technical teams in Silicon Valley, China, and India, Richard has developed applications utilized by renowned global enterprises such as Wells Fargo bank, Nasdaq, AT&T, those telecommunications and financial companies. Currently, he is focusing on artificial intelligence and blockchain technology. Richard also rewarded a certified Scrum Master, bringing agile development expertise to the team. Richard's expertise has significantly boosted Knowpia's operational efficiency.

Steve Lin – Chief Technology Officer
Steve possesses outstanding leadership skills, having led a development team of 50 individuals and held positions such as Technical Director and General Manager. His technical expertise spans various platforms, operating systems, network protocols, and programming languages, with a particular focus on the field of artificial intelligence. Steve excels in the application of ChatGPT, knowledge graphs, and image algorithms. His achievements also include multiple awards in website and application development competitions.

DEVELOPERS AND ADVISORS

Wilson Ye – Project Manager
Wilson holds a master's degree in computer science and has more than 10 years of experience in software project development and management within the Cybersecurity sector, including mobile, IoT and blockchain. Wilson's current focus is on managing Web3 project management, ensuring compliance and security, and researching content and account security on social platforms.

Emanuel Orlando – Legal Counselor
Emanuel is an experienced corporate and securities attorney specializing in the industry of blockchain technology. His law firm handles S.E.C.-compliant Token Sales both domestically and internationally (including Reg A+ offerings, S-1 offerings, offshore ICOs and innovative dual token structures). He also has a network of highly qualified transactional tax advisors and strategic advisors that routinely support our clients. He is licensed to practice law in the state of California.

Cha Jean – Art Manager
Graduating from a renowned university in California, Cha holds a Master's degree in Fine Arts. CHA boasts over 30 years of experience in art creation and university teaching.

Xiaolei Duan – Advisor Director
Independent Board Member of Super Micro Computer Inc. Founder & CEO of AboveNet Communications Inc. (acquired by Zayo Group for $2.2 billion) Founder & CEO of TelTel Network Inc.

Tord Doennum – Marketing Advisor
Tord is a serial entrepreneur with experience in project management in high-growth startups in the tech industry and has had the pleasure of assisting multiple companies in identifying product-market fit, as well as securing early-stage funding. He has experience in both European and American startups and has honed many skills in project

management, business strategy, finance, and marketing through his own company. He is meticulous and systematic with strong analytical and interpersonal skills.

Phillip Lai – Community Manager
With his expertise in community building and design, Phillip is dedicated to creating meaningful connections and experiences for Funs.AI users. He works tirelessly to cultivate a supportive and inclusive community where members can share ideas, collaborate on projects, and explore their creativity. His passion for community engagement drives the growth and success of the Funs.AI platform.

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 Subscription Agreement which is attached hereto as Exhibit A. The summary below is qualified in its entirety by reference to the actual text of the KNOWP Subscription 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 one share of Preferred Stock of Knowpia Inc., a Delaware C-Corporation. Each holder of one or more KNOWP Tokens is referred to herein as a "KNOWP Tokenholder."
Token Model:	The KNOWP Token is a conventional uncertificated security representing one share of preferred stock of the Company, with a digital copy of the Company's stock ledger record on a blockchain with no legal or controlling effect. The KNOWP Tokenholders shall have the right to vote on content policies related to the Funs.ai Platform, review processes, user behavior norms, and other operational aspects. The total number of shares authorized 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 issue no more than 18.3 Billion KNOWP Tokens in the aggregate, including all issued, distributed, and reserved shares. Company has not appointed a third-party registrar and transfer

	agent in respect of the KNOW Tokens, and Company shall be acting as its own transfer agent in respect of the KNOWP Tokens. The Company shall maintain at its principal executive offices, a register for the KNOWP Tokens, in which the Company shall record the name and address of the person in whose name said shares of Preferred Stock have been issued (including the name and address of each transferee) and the number of KNOWP Tokens held by such person. The Company shall keep the register open and available at all times during normal business hours for inspection of any Purchaser or its legal representatives.
Maximum Offering Size:	$3,000,000 USD.
Offering Price:	$0.01USD per KNOWP Token.
Offering Timeline:	KNOWP Tokens will be offered in a private Offering that is expected to commence on August 25, 2025 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 Offering 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 (and be

	disclosed to prospective investors at that time) but will not be less than US$0.01 per KNOWP Token.
Minimum Offering Amount	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"), inclusive of funds raised by Company outside of tZERO. 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. 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.
Escrow Agent	The Company has engaged tZERO Securities, LLC (in such capacity, the "Escrow Agent"), a SEC-registered broker-dealer and member of FINRA and SIPC to act as escrow agent for cash payments. 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 the Closing Date, the termination of this Offering without a closing or the rejection of the investor's subscription. Cash payments made to the Escrow Agent will be forwarded to the Company by the Escrow Agent at the Closing.
Minimum Purchase Amount:	$10,000 USD, which amount may be lowered in the Company's sole discretion.
Investor Qualifications:	Each purchaser of a KNOWP Token hereunder must be a U.S. Person (as defined in Regulation S under the Securities Act of 1933 (the "Securities Act")), and must be an accredited investor, as defined in Regulation D under the Securities Act.
Dividends under the Token:	The Certificate of Designation for the KNOWP Token does not prescribe a specific dividend amount or formula for the KNOWP Tokens.

	However, 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 total Net Platform Profit (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.
Determination of Dividends:	Holders of KNOWP Tokens are expected to receive payment from the Company on a yearly basis in the form of a dividend, in an amount equal to their pro rata share of 10% of the total Net Company Profit actually generated through the Funs.ai 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 Company 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 Company Profit) shall be distributed as KNOWP Tokens. "Net Company Profit" means the amount remaining from Net Company Revenue after deducting all applicable operating expenses, including but not limited to: ● 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, ● and any other operating costs directly

	related to the operation of the platform. "Net Company 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 Funs.ai Platform, in accordance with Company's funding and working capital needs.
Liquidating Dividends:	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 Tokenholders in accordance with the terms of the previous section (Determination of Dividends).
No Voting Rights	The KNOWP Tokens are shares of the Company's preferred stock that are non-voting and do not entitle holders 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: • 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 Company's common stock possess all of the voting rights of the stockholders of Knowpia to the fullest extent permitted by Delaware law.
Broker of Record	The Company has engaged tZERO Securities, LLC ("tZERO"), an SEC- registered broker-dealer and member of FINRA and SIPC, to act as the broker-dealer of record for this Offering. For this engagement, the Company

	has agreed to pay tZERO a fee equal to 2% of the gross proceeds received by the Company from investors for the Offering.
Potential Future Token Utilities:	Funs.ai plans to leverage the KNOWP Token to drive a dynamic and innovative digital ecosystem, offering token-based financial incentives to users and contributors. To enable future functionality, the Company may decide to update the record keeping system for the shares to a blockchain based shareholder register, which would make the KNOWP Tokens a digital asset security (DAS). For instance, KNOWP serves as the sole rewards token across the Funs.ai platform; as contributor awards on the Platform are paid in KNOWP Tokens. To this end, Company will issue the KNOWP rewards token to Funs.ai Platform consultants pursuant to the exemption from registration provided under Rule 701 of the Securities Act (and pursuant to Company's Stock Plan). Additionally, in the future, and once the KNOWP Tokens are digital asset securities the KNOWP token may enable users to provide tipping functionalities (subject to applicable lock-up periods and other securities exemption rules), NFT creation and membership boosts (the "Discretionary Functionalities"). Also, the Company intends to make the KNOWP token available for trading on appropriate security token trading venues in order to provide liquidity to KNOWP investors and Platform consultants. These Discretionary Functionalities 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 Subscription Agreement, all KNOWP Tokens received by Investors will become fully vested.
Form of Tokens:	Seller shall issue KNOWP Tokens as digitally enhanced securities that are shares of preferred stock of the Company, having a digital copy of the Company's stock ledger record on a blockchain with no legal or controlling effect. Following the Closing, the Company intends on updating the shareholder record keeping system of the KNOWP Token to be recoded on the blockchain, as a chain-native security with added blockchain-based functionalities (including, for *e.g.*, some of the Discretionary Functionalities described above). Following such update the KNOWP Tokens would be a DAS.
Risk Factors:	An investment in the KNOWP Tokens is speculative and involves some degree of risk. Prospective investors should carefully review and consider the factors set forth under "RISK FACTORS" in this document, including the risk factor titled "If we are unable to raise additional cash by 9/31/2025, we will be unable to fully fund our operations and to otherwise execute our business plan, leading to the reduction or suspension of our operations and ultimately our going out of business."
Transfer Restrictions (non- U.S. and U.S. Investors) and Secondary Trading:	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 Tokenholders in order to ensure AML/OFAC compliance for dividend payments and compliance with applicable law and so notifies holders of Tokens thereof and of any applicable conditions. 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: (1) exceed 2,000,000 KNOWP Tokens in a single transaction, and (2) exceed 30,000,000 KNOWP Tokens per annum 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.
Future Valuation of KNOWP Tokens:	A KNOWP subscription 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. 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 Funs.ai Platform or increased revenue generated through the Funs.ai Platform. However, there can be no 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 KNOWP Tokens 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 New York.

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 Subscription 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 a 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.
Use of Proceeds:	At present, the net proceeds of the Offering are expected to be used for (i) the future development of the KNOWP Tokens and the Funs.ai 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.

DESCRIPTION OF SECURITIES

Securities Overview

□ The following is a summary of the rights of our preferred stock and certain provisions of our Subscription Agreement (and Certificate of Designation (attached hereto as Exhibit B), as they are expected to be in effect at the completion of this offering. This summary does not purport to be complete and is qualified in its entirety by the provisions of our certificate of incorporation and bylaws.

□ The total number of shares of capital stock that the Corporation shall have authority to issue is 18,310,000,000, consisting of 10,000,000 shares of common stock, par value $0.01 per share ("Common Stock") and 18,300,000,000 shares of preferred stock, par value $0.000001 per share ("Preferred

Stock").

□ As of the date hereof, 140,000,000 million shares of Preferred Stock and 10,000,000 shares of Common Stock are issued and outstanding.

The Company is offering a minimum of 100,000,000 and a maximum of 300,000,000 shares of Preferred Stock at a price of $0.01 per Share. Upon completion of the Offering between 240,000,000 and 440,000,000 Shares will be outstanding.

□ Each purchaser of a KNOWP Token must be a U.S. Person (as defined in Regulation S under the Securities Act), and an accredited investor, as defined in Regulation D under the Securities Act.

□ **Dividend Rights and Policy**

□ If determined by the Board, noncumulative dividends may be declared and paid out of funds lawfully available therefor on the KNOWP Tokens on a quarterly basis (each, a "Dividend").

Dividends (i) may only be declared on a Dividend Declaration Date (as defined below) and paid out of funds lawfully available therefor and (ii) with respect to the fiscal quarter to which a Dividend relates, shall only be paid if the Company's reported consolidated GAAP net income for such quarter exceeds the Dividend Amount (as defined below).

The Certificate of Designation does not prescribe a specific dividend amount or formula for the KNOWP Tokens. However, the Board intends that Dividends, if any, will be declared on the last day of the second month after the end of each fiscal quarter (each a "Dividend Declaration Date"). If a Dividend is declared by the Board, the Company expects to calculate an amount equal to 10% of the Company's consolidated Adjusted Gross Revenue for the most recently completed fiscal quarter (the "Dividend Amount").

Adjusted Gross Revenue is Revenue, net, less Cost of Sales, which is equivalent to Gross Profit, as reported in the Company's consolidated financial statements.

If a Dividend is declared, the Dividend Amount shall be paid within five calendar days of the Dividend Declaration Date, pro rata to the participating KNOWP Token holders.

Each Dividend will be paid in U.S. dollars, Bitcoin, Ether or additional KNOWP Tokens (a "PIK Dividend"), to the extent that the Company possesses tokens to make a PIK Dividend, with such payment method selected by the Company in its sole discretion. The Company will be permitted to pay each Dividend in one or any combination of the foregoing methods. Any Tokens to be distributed in a PIK Dividend will be issued from the Company's available Tokens or by utilizing Tokens that have been repurchased by the Company, and shall be treated for all purposes as part of the same class and series of preferred stock as previously outstanding Tokens.

Dividends will be paid only on Tokens that have been rendered nontransferable by their respective holders from the first day of the fiscal quarter for which a Dividend Amount is calculated through the last day of that quarter. For example, to receive a Dividend declared on the February 28, 2025 Dividend Declaration Date, a Token holder would have needed to render the Tokens for which they wish to receive a Dividend nontransferable beginning on October 1, 2024 and ending on December 31, 2024.

□ **Token Liquidation Preference**

In the event of any liquidation, dissolution or winding up of the Company, Token holders shall be entitled to receive, prior and in preference to any distribution of any assets or funds of the Company to other holders of the Company's equity (except for any class or series of preferred stock designated to be paid prior to, or concurrently with, the Tokens as to payments in liquidation) by reason of their ownership of such Tokens, an amount per Token for each Token held by them equal to USD $0.01. If upon a Liquidation Event and after the payment or setting aside for payment to the holders of any class or series of preferred stock designated to be paid prior to the Tokens, as to a liquidation preference, the assets of the Company lawfully available for distribution to the holders of Tokens and any class or series of preferred stock designated to be paid concurrently with the Tokens, as to a liquidation preference, are insufficient to permit payment in full to all such holders, then the entire assets of the Company legally available for distribution shall be distributed with equal priority and pro rata among the Token holders and holders of any class or series of preferred stock designated to be paid concurrently with the Tokens, as to a liquidation preference, ratably and in proportion to the full amounts they would otherwise be entitled to receive.

□ **Voting Rights**

□ The KNOWP Tokens will not have any voting rights except to the extent required by applicable law.

□ **Token Redemption**

The Certificate of Designation does not prescribe the Company any terms or conditions by which the Company mandate the redemption of the Tokens. Subject to any limitations imposed by law, or other contractual restrictions, The Company has the right to seek to redeem the Tokens, in whole or in part, at any time. If fewer than all of the outstanding Tokens are to be redeemed at any time, the Company may choose to redeem the Tokens proportionally from all Token holders, or may choose the Tokens to be redeemed by lot or by any other equitable method.

The redemption price for a Token is expected to be either (i) its fair market value (if any) as determined in good faith by the Board or (ii) if no market value is determinable at such time, USD $0.01 per Token (the "*Redemption Price*"). The Redemption Price, in the sole discretion of the Company, may be paid in U.S. dollars, Bitcoin or Ether.

□ **Transfer Restrictions**

□ A KNOWP Token may not be resold or transferred under any circumstances.

Tokens will be "Restricted Securities" under Rule 144 under the Securities Act ("Rule 144") and subject to legal, as well as contractual, transfer restrictions.

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. Affiliates of a company, including persons who were affiliates of such company at any time during the 90 days prior to the sale of that company's securities (collectively, "Affiliates") often rely on Rule 144 in order to publicly resell securities of that company.

The Company does not expect Rule 144 to ever be available for resales of the Tokens by Affiliates of the Company. As a result, Affiliates of the Company that acquire Tokens should expect to hold the Tokens indefinitely.

RISK FACTORS

An investment in the KNOWP Token involves some degree of risk. You should consider carefully the risks described below, together with all of the other information contained in this Memorandum and KNOWP Subscription Agreement, before making an investment decision. ***YOU SHOULD NOT INVEST IN KNOWP TOKENS UNLESS YOU CAN LOSE THE TOTAL VALUE OF YOUR INVESTMENT.*** *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

If we are unable to raise additional cash by 10/31/2025, we will be unable to fully fund our operations and to otherwise execute our business plan, leading to the reduction or suspension of our operations and ultimately our going out of business.

The Company currently does not have adequate financial resources to pay its liabilities, most of which are past due, or to fully fund its operations past 10/31/2025. We have no current revenue and if this Offering is not successful there is a substantial likelihood of our going out of business. It is unlikely that the revenue generated from our platform will be sufficient to fund our operations and, as such, additional financing(s) will be required. We currently do not have any binding commitments for, or readily available sources of, additional financing. We cannot guarantee that we will be able to secure the additional cash we may require to continue our operations. As such, there is currently substantial doubt about our ability to continue as a "going concern" for a reasonable period of time.

Even if the Minimum Amount is raised, we may be unable to fully fund our operations and to otherwise execute our business plan, leading to the reduction or suspension of our operations and ultimately our going out of business by 12/31/2026.

The Minimum Amount represents the needed capital for the Company to sustain its operations until 12/31/2026. Even if the Minimum Amount is raised the Company may not be able to execute on its business plan. If the Company does not start to generate revenue by 10/31/2025, there is a substantial likelihood it will go out of business in 12/31/2026, even if the Minimum Amount is raised.

Interim Financial Statements for Knowpia are Unaudited and NOT in conformity with Generally Acceptable Accounting Principles (GAAP).

The interim financial statements for Knowpia (attached hereto as Exhibit C) have been prepared in good faith by the Company's management, but they have not been audited or reviewed by an independent accounting firm. They have also not been prepared in accordance with GAAP. These financial statements may be subject to material

adjustments in the future if subject to an independent audit, review or updated to be in conformity with GAAP.

Investments in startups, including KNOWPIA, involve a some 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 Funs.ai 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 Funs.ai Platform, such revenues will either be reflected in the trading price (if any) of KNOWP Tokens or that KNOWP Tokenholders 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 Funs.ai Platform may not be widely adopted and may have limited users ultimately making the KNOWP Tokens valueless. It is possible that the Funs.ai 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 Funs.ai Platform). Such a lack of use or interest could negatively impact the development of the Funs.ai 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 tZERO Securities, LLC (the "tZERO Securities ATS"). 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. 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 Funs.ai 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 Funs.ai 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 Funs.ai 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 and its Business

The Company may not successfully develop, launch, market or sell its Funs.ai Platform. The Funs.ai Platform has not yet been fully developed by the Company. Developing and successfully launching the Funs.ai Platform will require significant capital funding, expertise of the Company's management, time and effort. The Company may have to make changes to the specifications of the Funs.ai Platform for any number of legitimate reasons, or the Company may be unable to develop the Platform in a way that realizes those specifications or any form of a functioning network. Though improbable based on the advanced status of the current functioning prototypes, it is still possible that the Funs.ai Platform may not ever be released. Furthermore, despite good faith efforts to develop and launch the Funs.ai Platform and subsequently to develop and maintain the Funs.ai Platform, it is still possible that the Funs.ai Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the

Funs.ai Platform. The Company will use the proceeds of this Offering to make significant investments to develop and launch a viable Funs.ai Platform and subsequently to build a network upon which users can realize utility and value. If the Company is not successful in its efforts to demonstrate to users the utility and value of the Funs.ai Platform, there may not be sufficient demand for the Platform Company to proceed with the public release of the same.

Company has a limit on the maximum number of KNOWP Token awards that it can issue to Platform Consultants. Rule 701 of the Securities Act states that the maximum amount of securities that a Company can issue to its employees, consultants and advisors in a 12-month period is the greatest of $1 million, 15% of the issuer's total assets, or 15% of the outstanding amount of the class of securities being offered.

Company is a decentralized social media platform that combines social media and decentralized finance ("Social Finance" or "SocialFi"). Company competes in the SocialFi industry with a number of other well-financed blockchain companies. Many of these competitors have financial and technological resources vastly exceeding those available to Knowpia. Company cannot be sure that it will be successful in implementing its business plan in the face of this competition.

The Funs.ai 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 Funs.ai 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 Funs.ai Platform. The Funs.ai 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 SocialFi platforms which also currently or prospectively utilize the blockchain space (e.g., Meta, X, Farcaster, YouTube, Steemit). Furthermore, competition from incumbents in the space of web-based SocialFi platforms could divert participants from utilizing the Funs.ai 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.

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 Funs.ai Platform relies heavily on technology services. The applications and technology necessary to operate and utilize the Funs.ai 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 Funs.ai 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 Funs.ai 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.

SELECTED HISTORICAL FINANCIAL STATEMENTS

The tables attached hereto as Exhibit C set forth the Company's selected consolidated financial data and other operating data for the fiscal years presented. The summary is not meant to be a comprehensive statement of the Company's unaudited financial results for these periods and these results are not necessarily indicative of results for future periods.

PLEASE NOTE: THE FINANCIAL STATEMENTS ATTACHED HERETO AS EXHIBIT C ARE (1) UNAUDITED, AND (2) NOT IN CONFORMITY WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP).

USE OF PROCEEDS

The Company's estimated use of the proceeds, net of any taxes, will be allocated 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: Funs.ai 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 broker-dealer of record for this Offering. As compensation, the Company has agreed to pay tZERO a commission equal to equal to 2% of the gross proceeds received by the Company from investors 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. 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 September 30, 2025 or (b) the date on which this Offering is earlier terminated by the Company, 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 ("tZERO Tech"), 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.

Investor Suitability Requirements

This Offering is limited solely to U.S. Persons who qualify as “**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 actin 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 501I(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.

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 with some information about money laundering and KNOWPIA efforts to help implement the USA PATRIOT Act.	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.

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 variousidentification 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 provisions 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 individuals 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[2] 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;

(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 figure[3] or any immediate family[4] member or close associate[5] 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

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

[3] 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.

[4] "Immediate family" of a senior political figure typically includes such figure's parents, siblings, spouse, children and in-laws.

[5] 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.

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.

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 KNOWP Tokens representing shares of our preferred 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 incurrence of third-party fees, charges, and 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 the Escrow Agent that will not yield interest for investors. The Escrow Agent 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 Tokens you are entitled to subscribe for will be issued to you upon on the applicable Closing Date. Simultaneously with the issuance of your KNOWP Tokens, the subscription monies held by the Escrow Agent 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.

Only Approved Jurisdictions Supported. If you are resident of a jurisdiction that is not supported BY tZERO, please contact Knowpia at info@knowpia.com for appropriate instructions.

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.

TAX MATTERS

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of certain U.S. federal income tax considerations relating to the purchase, ownership and disposition of the Tokens. This summary is based on the Internal Revenue Code of 1986, as amended (the "Code"), existing and proposed Treasury Regulations thereunder, administrative rulings and pronouncements and judicial decisions, all as in effect on the date of this Memorandum and all of which are subject to change or differing interpretations, possibly with retroactive effect. This discussion is addressed only to beneficial owners of the Tokens that purchase them for cash on original issuance, and to beneficial owners that hold the Tokens as "capital assets" within the meaning of Section 1221 of the Code.

This discussion does not address all of the tax considerations that may be relevant to a purchaser of Tokens in light of its particular circumstances or to purchasers that are subject to special rules, such as: banks and other financial institutions; insurance companies; real estate investment trusts and regulated investment companies; tax-exempt organizations; pension funds and retirement plans; brokers and dealers in securities or currencies; traders in securities that elect to use a marktomarket method of tax accounting; persons that own the Tokens as a position in a hedging transaction; persons that own the Tokens as part of a "straddle," "conversion" or other integrated transaction for tax purposes; or U.S. Holders (as defined below) whose "functional currency" for tax purposes is not the United States dollar.

As used in this discussion, the term "U.S. Holder" means a beneficial owner of a Token that is, for U.S. federal income tax purposes, (i) a citizen or individual resident of the United States; (ii) a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state thereof or the District of Columbia; (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust, if (A) a court within the United States is able to exercise primary jurisdiction over administration of the trust and one or more United States persons have authority to control all substantial decisions of the trust or (B) it has a valid election in effect to be treated as a United States person. As used in this discussion, the term "nonU.S. Holder" means a beneficial owner of Tokens (other than a partnership or other entity treated as a partnership or as a disregarded entity for U.S. federal income tax purposes) that is not a U.S. person.

Characteristics of Tokens.

As noted, the Tokens are preferred equity in the Company. There may be utility functionality affixed to the Token at some future point in time based on the Token's eventual conversion to a DAS (as explained in the above Section entitled "Terms of Offering").

US Holders

Tax Treatment of Tokens Dividends

For US federal income tax purposes, the gross amount of any cash Dividends paid to US Holders will be treated as ordinary dividend income to the extent paid or deemed paid out of the current or accumulated earnings and profits of the Company (as determined under US federal income tax principles). Dividends paid by the Company may be eligible for the dividends received deduction generally allowed to corporate US Holders.

To the extent that an amount received by a US Holder exceeds the allocable share of the Company's current and accumulated earnings and profits, such excess will be applied first to reduce such US Holder's tax basis in its Tokens and then, to the extent it exceeds the US Holder's tax basis, it will constitute capital gain from a deemed sale or exchange of such Tokens (see "Gain or Loss upon Sale or Other Disposition of Tokens or Shares", below).

The amount of any distribution paid in property other than cash, including Bitcoin, Ether or additional Tokens (defined as a "PIK Dividend") will equal the dollar value of the property so distributed, calculated as of the date the dividend is received by a US Holder, and will otherwise be subject to the above rules.

Gain or Loss upon Sale or Other Disposition of Tokens

In general, a US Holder that sells, exchanges or otherwise disposes of its Tokens (including by redemption) will recognize capital gain or loss in an amount equal to the amount realized for the Tokens and the US Holder's tax basis in the Tokens disposed of. For noncorporate US Holders, including individuals, any capital gain generally will be subject to US federal income tax at preferential rates (currently a maximum of 20%) if the US Holder's holding period for the Tokens exceeds one year. The deductibility of capital losses is subject to significant limitations.

Alternative Characterizations

The Tokens are subject to possible characterizations for US federal income tax purposes different from those described above. The Tokens could be viewed as a type of "phantom" or derivative stock right that is not itself equity in the Company. Less likely, the Tokens might be characterized as debt of the Company. US Holders should be aware that several of these characterizations could be disadvantageous for the holder's US federal income tax treatment, including the timing and characterization of the holder's income.

Holders should also be aware that the IRS has issued guidance, Notice 2014-21, regarding the treatment of "virtual currencies" such as Bitcoin. The Company believes that the Tokens have important difference from a virtual currency, chiefly that they cannot generally be used as a medium of exchange for goods or services and will be traded, if at all, only in the broker/dealer arrangements described herein.

US Holders are strongly encouraged to consult their US tax advisors regarding the US federal income tax characterization of the Tokens and the consequences of these alternative characterizations.

Non-US Holders Dividends on Tokens

As for US Holders above, Dividends on Tokens to non-US Holders will constitute dividends for US federal income tax purposes to the extent paid from the Company's current or accumulated earnings and profits, as determined under US federal income tax principles. To the extent Dividends exceed both current and our accumulated earnings and profits, they will be treated as a return of capital and first will reduce the holder's basis in the Tokens, but not below zero, and then will be treated as gain from the sale of stock, subject to the tax treatment described below in "— Gain on Sale or Other Taxable Disposition of Tokens."

Any dividend paid to a non-US Holder will be subject to US federal withholding tax at a rate of 30% of the gross amount of the dividend, except to the extent that the dividends are "effectively connected" dividends, as described below. The Company and its paying and withholding agents generally will not apply lower rates of withholding that would be applicable to dividends under an applicable income tax treaty, unless they judge that such lower rate would also be available for each of the alternative characterizations of the transaction. See "US Holders—Alternative Characterizations", above. In order to be eligible for a reduced treaty rate, a non-US Holder must provide the Company with a properly completed IRS Form W-8BEN or W-8BEN-E or other appropriate version of IRS Form W-8 certifying qualification for the reduced rate. If a non-US Holder holds stock through a financial institution or other agent acting on its behalf, the holder will be required to provide appropriate documentation to the agent, which then will be required to provide certification to us or our paying agent, either directly or through other intermediaries. If, after consulting with its tax advisors, a non-US Holder believes it is eligible for a reduced rate of withholding tax pursuant to an income tax treaty that was not applied to the Dividend, such US Holder may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

The above rules fully apply to PIK Dividends. For PIK Dividends, the amount withheld will be based on the fair market value of the PIK Dividend, and the PIK Dividend amount will be reduced accordingly. The Company may also withhold up to 30% of the gross amount of the entire distribution even if greater than the amount constituting a dividend, as described above, to the extent provided for in the Treasury Regulations. Again, a non-US Holder may file a claim for refund with the IRS if it believes an excess amount has been withheld.

Dividends and PIK Dividends that are effectively connected with the conduct of a US trade or business (and, if an income tax treaty applies, attributable to a permanent establishment or fixed base maintained in the United States) are exempt from such withholding tax. In order to obtain this exemption, a non-US Holder must provide an IRS Form W-8ECI (or other successor form) properly certifying such exemption. Such effectively connected dividends, although not subject to US federal withholding tax, are generally taxed at the same graduated rates applicable to US persons, net of certain deductions and credits. In addition, in the case of a corporate non-US Holder, dividends received that are effectively connected with the conduct of a US trade or business may

also be subject to a branch profits tax at a rate of 30% or such lower rate as may be specified by an applicable income tax treaty.

Gain on Sale or Other Disposition of Tokens

A non-US Holder generally will not be required to pay US federal income tax on any gain realized upon the sale or other taxable disposition of Tokens unless (1) the gain is effectively connected with the conduct of a US trade or business by the non-U.S. Holder (and, if an income tax treaty applies, the gain is attributable to a permanent establishment or fixed base maintained in the United States), (2) the non-US Holder is an individual who is present in the United States for a period or periods aggregating 183 days or more during the calendar year in which the sale or disposition occurs and certain other conditions are met, or (3) the Tokens constitute a US real property interest by reason of our status as a "United States real property holding corporation" for US federal income tax purposes, or a USRPHC, at any time within the shorter of the five-year period preceding the disposition or the nonUS Holder's holding period for the Tokens.

A non-US Holder described in (1) above will generally be required to pay tax on the gain derived from the sale (net of certain deductions or credits) under regular graduated US federal income tax rates generally applicable to US persons, and corporate non-US Holders described in (1) above also may be subject to branch profits tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. An individual non-US Holder described in (2) above will be required to pay a flat 30% tax on the gain derived from the sale, which tax may be offset by US source capital losses for that year (even though the non-US Holder is not considered a resident of the United States), provided that the non-US Holder has timely filed US federal income tax returns with respect to such losses. A non-US Holder should seek advice on any applicable income tax or other treaties that may provide for different rules.

Information Reporting and Backup Withholding Tax

Distributions made to holders and proceeds paid from the sale, exchange, redemption or disposal of Tokens may be subject to information reporting to the IRS. Such payments may be subject to backup withholding taxes unless the holder (i) is a corporation or other exempt recipient or (ii) provides taxpayer identification number and certifies that no loss of exemption from backup withholding has occurred. Holders that are not US persons generally are not subject to information reporting or backup withholding. However, such a holder may be required to provide a certification of its non-US status in connection with payments received within the United States or through a US-related financial intermediary to establish that it is an exempt recipient. Backup withholding is not an additional tax; amounts withheld as backup withholding may be credited against a holder's US federal income tax liability.

THE US FEDERAL INCOME TAX TREATMENT OF THE TOKENS IS NOT CLEAR AND THE FOREGOING DISCUSSION DOES NOT ADDRESS ALL ASPECTS OF US FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF ITS INDIVIDUAL CIRCUMSTANCES, NOR DOES SUCH

DISCUSSION ADDRESS ANY ASPECTS OF STATE, LOCAL, OR FOREIGN TAX LAWS OR OF ANY US FEDERAL TAX LAWS OTHER THAN THE INCOME TAX LAWS. ACCORDINGLY, PROSPECTIVE PURCHASERS ARE URGED TO CONSULT THEIR OWN TAX ADVISERS AS TO THE US FEDERAL INCOME TAX CHARACTERIZATION OF THE TOKENS, AS WELL AS THE OTHER TAX CONSEQUENCES OF ACQUISITION, OWNERSHIP AND DISPOSITION OF SHARES IN THEIR OWN PARTICULAR CIRCUMSTANCES.

EXHIBITS TO MEMORANDUM

EXHIBIT A – FORM OF KNOWP SUBSCRIPTION AGREEMENT

NOTICE TO INVESTORS

IF THIS OFFERING IS A REGULATION CROWDFUNDING OFFERING, THIS AGREEMENT SHALL CONSTITUTE PROPER NOTICE OF INVESTMENT COMMITMENT AS SET FORTH UNDER RULE 303(d) UNDER REGULATION CROWDFUNDING (17 C.F.R. § 227.303(d)).

ARBITRATION NOTICE. PLEASE REVIEW THE SUBSCRIPTION AGREEMENT FOR IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND REMEDIES, INCLUDING LIMITS ON THE ISSUER'S LIABILITY TO YOU, UNDER THE SUBSCRIPTION AGREEMENT. BY ACCEPTING THE SUBSCRIPTION AGREEMENT, YOU AGREE THAT DISPUTES ARISING UNDER THE SUBSCRIPTION AGREEMENT WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AS SET FORTH IN THE TERMS OF SERVICE. BY ACCEPTING THE SUBSCRIPTION AGREEMENT, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except as required under applicable law). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND STATE SECURITIES OR BLUE SKY LAWS. IF AN OFFERING STATEMENT HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), THAT OFFERING STATEMENT DOES NOT INCLUDE THE SAME INFORMATION THAT WOULD BE INCLUDED IN A REGISTRATION STATEMENT UNDER THE ACT. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT (THE "AGREEMENT") OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO PROSPECTIVE INVESTOR IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE SECURITIES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT. IN ADDITION, THE SECURITIES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS. THE ISSUER IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH INVESTOR IN THE AGREEMENT AND THE OTHER INFORMATION PROVIDED BY INVESTOR IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PROSPECTIVE INVESTORS MAY NOT TREAT THE CONTENTS OF THE AGREEMENT, THE OFFERING STATEMENT OR ANY OF THE OTHER MATERIALS PROVIDED BY THE ISSUER (COLLECTIVELY, THE "OFFERING MATERIALS"), OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE ISSUER OR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS (INCLUDING "TESTING THE WATERS" MATERIALS) AS INVESTMENT, LEGAL OR TAX ADVICE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND THE RISKS INVOLVED. EACH PROSPECTIVE INVESTOR SHOULD CONSULT THE INVESTOR'S OWN COUNSEL, ACCOUNTANTS AND OTHER PROFESSIONAL ADVISORS AS TO INVESTMENT, LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING THE INVESTOR'S PROPOSED INVESTMENT.

THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION

RELATING TO, AMONG OTHER THINGS, THE ISSUER, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE ISSUER'S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS "ESTIMATE," "PROJECT," "BELIEVE," "ANTICIPATE," "INTEND," "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT'S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE ISSUER'S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD- LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE ISSUER DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THE ISSUER MAY NOT BE OFFERING THE SECURITIES IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE SECURITIES ARE NOT BEING OFFERED.

INVESTOR CERTIFIES THAT HE HAS READ THIS ENTIRE AGREEMENT AND THAT EVERY STATEMENT MADE BY THE INVESTOR HEREIN IS TRUE AND COMPLETE.

THE ISSUER RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT, IN WHOLE OR IN PART, FOR ANY REASON OR FOR NO REASON, ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE DOLLAR AMOUNT OF SECURITIES SUCH INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER SINCE THAT DATE.

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen:

1. **Subscription**.

(a) The undersigned ("Investor") hereby irrevocably subscribes for and agrees to purchase the securities set forth on the signature page of this subscription agreement (the, "Securities") in the amount set forth on the signature page of this subscription agreement (the "Agreement") of the party(is) set forth on the signature page of this subscription agreement (together with the "Issuer") at a purchase price set forth on the signature page of this subscription agreement, ("Purchase Price"), upon the terms and conditions set forth herein and pursuant to Section 4(a)(6) of the Securities Act of 1933, as amended (the "Securities Act") and Regulation Crowdfunding promulgated thereunder ("Regulation Crowdfunding"), Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder ("Regulation D") or Regulation A of the Securities Act.

(b) Investor understands that the Securities are being offered (the "Offering") pursuant to an offering circular filed with the U.S. Securities and Exchange Commission (the "SEC") as part of the Offering Statement, and all exhibits thereto, on Form 1-A of the Issuer, an Offering Statement on Form C of the Issuer, and all exhibits thereto, filed with the SEC or a private offering memorandum, and all exhibits thereto, dated as of the date set forth on the signature page of this subscription agreement (the "Offering Statement" together will all other offering materials, including exhibits thereto, the "Offering Materials").

(c) By executing this Agreement, Investor acknowledges that Investor has received this Agreement, copies of the Offering Materials and any other information required by the Investor to make an investment decision.

(d) Subscriber shall deliver a signed copy of this Agreement along with payment for the aggregate purchase price of the Securities by the permissible payment methods set forth in the Offering Materials to the account designated by the Issuer in the Offering Materials, or by of such other methods set forth in the Offering Materials. If the Investor submits its investment funds by an electronic payment option offered by the Issuer of its agents, the Investor hereby: (i) authorizes the automatic processing of a charge to its credit card account or debit to its bank account for any and all balances due and payable under this Agreement; (ii) acknowledges that there may be fees payable for processing its payment which will not be refundable of the Investor's investment commitment is rejected; and (iii) acknowledges and agrees Investor will not initiate a chargeback or reversal of funds on account of any issues that arise pursuant to this investment and Investor may be liable for any and all damages that could ensue as a result of any such chargebacks or reversals initiated by Investor.

2. **Acceptance or Rejection**.

(a) The Investor's subscription may be accepted or rejected in whole or in part, at any time prior to the date of the expiration of the Offering as described in the Offering Materials (the "Termination Date"), by the Issuer at its sole discretion. In addition, the Issuer, at its sole discretion, may allocate to Investor only a portion of the number of Securities Investor has subscribed for. The Issuer, directly or through a representative, will notify Investor whether this subscription is accepted (whether in whole or in part) or rejected. If this subscription is accepted by the Issuer, the Investor agrees to comply fully with the terms of this Agreement and all other applicable documents or instruments of the Issuer. If Investor's subscription is rejected, Investor's payment (or portion thereof if partially rejected) will be returned to Investor without interest and all of Investor's obligations hereunder shall terminate.

(b) The Issuer may accept subscriptions until the Termination Date. Subject to any conditions set forth in the Offering Materials, the Issuer may elect at any time to close all or any portion of the Offering, on various dates at or prior to the Termination Date (each a "Closing"). Your subscription may be included in any Closing, as determined by the Issuer.

(c) The Investor's funds will be held in escrow by the escrow agent identified in the Offering Materials(in such

capacity, the "Escrow Agent") until the conditions set forth in the Offering Materials has been met or exceeded and a subsequent Closing has occurred.

(d) As a result, not all investors will receive their Securities on the same date. In the event of rejection of this subscription in its entirety, or in the event the sale of the Securities (or any portion thereof) is not consummated for any reason, this Agreement shall have no force or effect, except for Section 16 hereof, which shall remain in force and effect.

(e) If the Investor's investment commitment is accepted, the Investor shall receive notice and evidence of the digital entry of the number of the Securities owned by Investor reflected on the books and records of the Issuer or its transfer agent (if any), which books and records shall bear a notation that the Securities were sold in reliance upon Regulation D, Regulation A or Regulation Crowdfunding (as applicable).

3. **Transferees**. The terms of this Agreement shall be binding upon the Investor and its permitted transferees, heirs, successors and assigns (collectively, the "Transferees"); provided, however, that for any such transfer to be deemed effective, the Transferee shall have executed and delivered to the Issuer in advance an instrument in form acceptable to the Issuer in its sole discretion; provided, further however, all transfers on the alternative trading system operated by tZERO Securities, LLC ("tZERO") are permitted and shall require no further agreements from the Transferees in such transactions. The Issuer shall not record any transfer of Securities on its books unless and until such Transferee shall have complied with the terms of this Section 3.

4. **Representations and Warranties of the Issuer**. The Issuer represents and warrants to Investor that the following representations and warranties are true and complete in all material respects on each Closing:

(a) The Issuer is a validly formed, validly existing and in good standing under the laws of it jurisdiction of incorporation or formation. The Issuer has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Agreement, the Securities and any other agreements or instruments required hereunder. The Issuer is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Issuer or its business.

(b) The issuance, sale and delivery of the Securities in accordance with this Agreement have been duly authorized by all necessary action on the part of the Issuer, and the Securities, when issued, sold and delivered against payment therefor in accordance with the provisions of this Agreement, will be duly and validly issued, fully paid and nonassessable.

(c) The acceptance by the Issuer of this Agreement and the consummation of the transactions contemplated hereby are within the Issuer's powers and have been duly authorized by all necessary action on the part of the Issuer. Upon the Issuer's acceptance of this Agreement, this Agreement shall constitute a valid and binding agreement of the Issuer, enforceable against the Issuer in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (c) with respect to provisions relating to indemnification and contribution, as limited by the Issuer's organizational documents and applicable law.

(d) The Issuer shall use the proceeds from the issuance and sale of the Securities as set forth in the Offering Materials.

5. **Representations and Warranties of the Investor**. The Investor hereby represents and warrants to, and agrees with, the Issuer that the following representations, warranties, and agreements are made for the benefit of the Issuer, are true and correct as of the date hereof, will be true and correct as of the date and/or dates of the acceptance of this subscription, and as of each the date of Closing, do not and will not omit to state and material fact necessary in order to make the statements contained therein not misleading. The Investor further agrees that

if any of the following representations or warranties cease to be true and correct in any respect, the Investor will promptly notify the Issuer of the facts pertaining to such changed circumstances.

(a) The Investor has been furnished and has carefully read, considered, and understood the Offering Materials. If applicable, Investor acknowledges the public availability of any Offering Materials which can be viewed on the SEC's Edgar Database at www.sec.gov. The Investor understand that an investment in the Issuer is speculative and involves substantial risks and the Investor is fully cognizant of and understands all of the risk factors relating to the purchase of Securities, including but not limited to, those risks set forth in the risk factors in the Offering Materials.

(b) The Investor is purchasing Securities (i) for investment purposes only, and (ii) (1) for its own account or (2) for the account of a person or persons for whom such Investor acts as a trustee or in any other representative capacity or of a commingled pension trust or other institutional investor with the identity of each such person, trust, or institutional investor disclosed to the Issuer in writing, which writing is returned with this Agreement (A) with respect to each of which the Investor has full investment discretion, (B) for each of which the Investor has the full power and authority to make the acknowledgements, representations, warranties, and agreements set forth in this Agreement, and (C) with respect to each of which the Investor does not have any contract, undertaking, or arrangement with any person to sell, transfer, or grant a participation with respect to the Securities, and (iii) if the Securities are being issued pursuant to Regulation D or Regulation Crowdfunding, the Investor has no present intention, agreement, or arrangement for the distribution, transfer, assignment, resale, or subdivision of the Securities.

(c) The Investor's overall investment in the Issuer and other investments that are not readily marketable is not disproportionate to the Investor's net worth and the Investor has no need for immediate liquidity in the Investor's investment in the Issuer. The Investor has adequate means of providing for the Investor's financial requirements, both current and anticipated, and the Investor can bear and is willing to accept the economic risk of losing the Investor's entire investment in the Issuer. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Issuer and understands the risks of, and other considerations relating to, a purchase of Securities, including the matters set forth in the Offering Materials.

(d) The personal, business and financial information provided by the Investor to the Issuer along with this Agreement or through any online website is complete and accurate, and presents a true statement of the Investor's financial condition. The Investor further sets forth statements upon which reliance can be made to determine the suitability of the Investor to purchase the Securities.

(e) The Investor understands that the Securities have not been registered under the Securities Act, the securities laws of any state of the United States or the securities laws of any other country or jurisdiction, not is such registration contemplated and are being offered and sole in reliance on an exemption from registration pursuant Regulation D, Regulation Crowdfunding or Regulation A, which reliance is based in part upon the Investor's representations set forth herein. For Securities issued pursuant to Regulation D or Regulation Crowdfunding, the Investor understands and agrees further that Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from registration under the Securities Act covering the sale of Securities is available. Even if such exemption is available, the assignability and transferability of Securities will be governed by the organizational documents of the Issuer, which may impose substantial restrictions on transfer, as set forth in the Offering Materials (if applicable). The Investor acknowledges that neither the SEC nor any foreign or state securities commission has approved or disapproved the Securities or passed upon the accuracy or adequacy of the Offering Materials.

(f) If the Securities are being issued in an Regulation D offering, the Investor is an "accredited investor" as such term is defined in Rule 501 of Regulation D and to the extent that any "look- through" rules apply to Investor under the Securities Act, each person that holds an equity interest in the Investor is, and each person that at any time in the future holds an equity interest in the Investor will be, an "accredited investor."

(g) If the Securities are being issued in a Regulation Crowdfunding offering, Investor represents that either: (i)

that Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act; or (ii) the Purchase Price, together with any other amounts previously used to purchase the Securities in the Offering and any other amounts used to purchase securities from other issuers being offered in reliance upon Regulation Crowdfunding, does not exceed the limits specified in Rule 100(a)(2) or Regulation Crowdfunding.

(h) If the Securities are being issued in a Regulation A offering, Investor represents that either: (i) Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act; or (ii) the Purchase Price, together with any other amounts previously used to purchase Securities in this offering, does not exceed 10% of the greater of the Investor's annual income or net worth (for natural persons); or 10% of the greater of annual revenue or net assets at fiscal year-end (for non-natural persons).

(i) Investor represents that to the extent it has any questions with respect to its status as an accredited investor, or the application of the investment limits, it has sought professional advice.

(j) Investor maintains Investor's domicile (and is not a transient or temporary resident) at the address provided with Investors subscription.

(k) As described in further detail in the Offering Materials, the Investor understands it may not be able to cancel its investment commitment or there may be restrictions on the Investor's ability to cancel an investment commitment and obtain a return of his or her investment.

(l) If the Securities are being issued in a Regulation Crowdfunding offering, Investor (a) has reviewed the intermediary's educational materials delivered pursuant to Rule 302(b) of Regulation Crowdfunding and understands that the entire amount of his or her investment may be lost, and Investor is in a financial condition to bear the loss of the investment, (b) it may be difficult for the investor to resell securities acquired in reliance on section 4(a)(6) of the Securities Act and (c) understands investing in securities offered and sold in reliance on Section 4(a)(6) of the Securities Act involves risk, and the investor should not invest any funds in an offering made in reliance on Section 4(a)(6) of the Securities Act unless he or she can afford to lose the entire amount of his or her investment.

(m) The Investor as acknowledges that the Issuer's status as an investment company under the Investment Company Act of 1940 (as amended, the "Investment Company Act") will be set forth in the Offering Materials. If the Issuer is an investment company under the Investment Company Act it may register as an investment company or rely on an applicable exemption to registration under the Investment Company Act, including for real estate and other types of businesses. If the Issuer is relying on Section 3(c)(1) of the Investment Company Act as an exemption to requirement to register as an investment company, Investor certifies it (a) is a "natural person," (b) is investing jointing with its spouse, (b) is investing jointing with a "natural person" disclosed on the signature page hereto or (c) entity; provided, any entity that is itself exempt from registering as an investment company under the Investment Company Act that owns ten percent or more of the voting equity of the Issuer must disclose its beneficial owners to the Issuer and agrees to notify the Issuer of any changes in its ownership. If the Issuer is relying on Section 3(c)(7) of the Investment Company Act as an exemption to requirement to register as an investment company, Investor certifies that it is a "qualified purchaser" as defined in Section 2(a)(51)(A) of the Investment Company Act.

(n) To the full satisfaction of the Investor, the Investor has been furnished any materials the Investor requested relating to the Issuer, the Offering, or any statement made in the Offering Materials, and the Investor has been afforded the opportunity to ask questions of the Issuer and receive answers from the Issuer and its management regarding the Issuer and the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of any statements, representations, or information set forth in the foregoing materials to make an informed investment decision with respect to an investment in the Issuer.

(o) Other than as set forth herein or in the Offering Materials, the Investor is not relying, and will not rely with respect to its investment in the Issuer, upon any other information (including, without limitation, any advertisement, article, notice, or other communication published in any newspaper, magazine, website, or similar media or broadcast over television or radio, and any seminars or meetings whose attendees have

been invited by any general solicitation or advertising), representation or warranty by the Issuer, its affiliates or any agent or representative of them, written or otherwise, in determining to invest in the Issuer, and expressly acknowledges that none of the Issuer or any of its directors, officers, employees, partners, shareholders, affiliates, advisers, attorneys-in-fact, representatives, or agents makes or has made any representations or warranties to it in connection therewith. The Investor has, independently and without reliance upon the Issuer or any of its directors, officers, employees, partners, shareholders, affiliates, advisers, attorneys-in-fact, representatives, or agents, and based on such documents and information as the Investor has deemed appropriate, made its own appraisal of, and investigation into, the business, operations, property, financial and other condition, creditworthiness, and consequences of investing in the Issuer and the investments to be made by the Issuer and made its own investment decision with respect to its prospective investment in the Issuer.

(p) The Investor has consulted, to the extent deemed appropriate by the Investor, with the Investor's own advisers as to the financial, tax, legal, accounting, regulatory, and related matters concerning an investment in the Issuer and on that basis understands the financial, tax, legal, accounting, regulatory, and related consequences of an investment in the Issuer and believes that an investment in the Issuer is suitable and appropriate for the Investor.

(q) If the Investor is an entity, the Investor represents and warrants to the Issuer that the Investor (i) it is duly organized, formed, or incorporated, as the case may be, and is validly existing and in good standing under the laws of its jurisdiction of organization, formation, or incorporation, and that it has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement, and to subscribe for and purchase the Securities hereunder, (ii) it has not taken any steps to terminate its existence, to amalgamate, to continue into any other jurisdiction or to change its existence in any way and no proceedings have been commenced or threatened, or actions taken, or resolutions passed that could result in it ceasing to exist, (iii) it is not insolvent and no acts or proceedings have been taken by or against it or are pending in connection with the Investor, and it is not in the course of, and has not received any notice or other communications, in each case, in respect of, any amalgamation, dissolution, liquidation, insolvency, bankruptcy or reorganization involving the Investor, or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer with respect to all or any of its assets or revenues or of any proceedings to cancel its certificate of incorporation or similar constating document or to otherwise terminate its existence or of any situation which, unless remedied, would result in such cancellation or termination, (iv) it has not failed to file such returns, pay such taxes, or take such steps as may constitute grounds for the cancellation or forfeiture of its certificate of incorporation or similar constating document and (v) if required, the documents provided to the Issuer or tZERO are true certified copies of the deed of trust, articles of incorporation or organization, bylaws and other constating documents of the Entity including copies of corporate resolutions or by-laws relating to the power to bind the Investor. The Investor's purchase of the Securities and the execution, delivery, and performance of this Agreement (i) have been authorized by all necessary corporate or other action on the Investor's behalf, (ii) require no action by, or in respect of, and no filing with, any governmental body, agency, or official (except as disclosed in writing to the Issuer and either obtained or fully complied with), (iii) with the understanding that the assets of the Issuer are not intended to be "plan assets" as defined for purposes of Section 3(42) of ERISA, do not and will not contravene, or constitute a default under, and (iv) any provision of applicable law, rule, or regulation, or of its certificate of incorporation, memorandum and articles of association, by-laws, trust agreement, partnership agreement, company agreement, operating agreement, or other comparable organizational or governing document or any agreement, judgment, injunction, order, decree, or other instrument to which the Investor is a party or by which Investor or any of the Investor's properties or assets is or may be bound, and this Agreement are the Investor's legal, valid, and binding obligations, enforceable against the Investor in accordance with their respective terms. The Investor agrees, upon the request of the Issuer, to deliver any documents, including an opinion of counsel to the Investor, evidencing the existence of the Investor, the legality of the Investor's investment in the Issuer, and the authority of the person executing this Agreement on behalf of the Investor.

(r) If the Investor is an individual, the Investor represents and warrants to the Issuer that the Investor has all requisite legal capacity to acquire and hold the Securities and to execute, deliver, and comply with the terms of each of the documents required to be executed and delivered by the Investor in connection with this

subscription for the Securities. The execution and delivery by the Investor of, and compliance by the Investor with, this Agreement, and each other document required to be executed and delivered by Investor in connection with this subscription for the Securities does not violate or represent a breach of, or constitute a default under, any instruments governing the Investor, any law, regulation or order, or any agreement to which the Investor is a party or by which the Investor is bound.

(s) This Agreement has been duly executed by the Investor and constitutes, and each other document required to be executed and delivered by Investor in connection with this subscription for the Securities, will constitute, a valid and legally binding agreement of the Investor, enforceable against it in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws relating to or affecting creditor's rights generally, by equitable principles (whether considered in a proceeding in equity or at law) and by an implied covenant of good faith and fair dealing.

(t) The Investor has, based on its own investigation of the Issuer, made its own independent analysis of the likelihood of its success. The Investor acknowledges and agrees that any information regarding economic and market information contained in the Offering Materials has been obtained or derived from sources prepared by other parties and that none of the Issuer or its directors, officers, employees, partners, shareholders, affiliates, advisers, attorneys-in-fact, representatives, or agents assumes any responsibility for the adequacy, accuracy, completeness, or reliability of such information. Furthermore, the Investor acknowledges and agrees that the Offering Materials have not been updated by the Issuer since the date indicated therein and does not purport to be comprehensive or complete or to contain all information or to describe all material risks and potential conflicts of interest that a potential Investor may consider material in making a decision to invest in the Issuer and the Investor must perform its own independent due diligence and independent analysis of the merits and risks of an investment in the Issuer prior to subscribing. The Investor acknowledges each of the disclaimers set forth in the legends contained in the Offering Materials and further acknowledges and agrees that such Offering Materials are proprietary information and do not give rise to any legal obligation on the part of the Issuer or any of its respective directors, officers, employees, partners, shareholders, affiliates, advisers, attorneys-in-fact, representatives, or agents.

(u) The Investor is not aware that any person, and has been advised that no person (other than tZERO and any other broker-dealer identified as a participant in the Offering as described in the Offering Materials) will receive from the Issuer any compensation as a broker, finder, adviser or in any other capacity in connection with the purchase of Securities.

(v) The Investor will not transfer or deliver any interest in its Securities except in accordance with the restrictions set forth in the Issuer's organizational documents.

(w) The Investor will bear all of the costs, fees, and expenses incurred by the Investor in connection with this subscription, regardless of whether such subscription is accepted or rejected by the Issuer.

(x) The Investor (i) has not been convicted, within the past ten (10) years, of any felony or misdemeanor within the United States (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the SEC; or (C) arising out of the conduct off the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers or securities; (ii) is not subject to any order, judgment, or decree of any court of competent jurisdiction, entered within the past five (5) years, that restrains or enjoins the Investor from engaging or continuing to engage in any conduct or practice: (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the SEC; or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities; (iii) is not subject to a final order of a state securities commission (or an agency or officer or a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the U.S. National Credit Union Administration that (A) bars the Investor from: (x) association with an entity regulated by such commission, authority, agency, or officer; (y) engaging in the business of securities, insurance, or banking; or (z) engaging in savings association or credit union activities; or (B) constitutes a final order based on a violation of any law

or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within the past ten (10) years; (iv) is not subject to an order of the SEC entered pursuant to Section 15(b) or 15B(c) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act") or Section 203(e) or (f) of the Investment Advisers Act of 1940, as amended (the "Advisers Act") that (A) suspends or revokes the Investor's registration as a broker, dealer, municipal securities dealer, or investment adviser, (B) places limitations on the Investor's activities, functions, or operations, or (C) bars the Investor from being associated with any entity or from participating in the offering of any penny stock; (v) is not subject to any order of the SEC entered within the past five (5) years that orders the Investor to cease and desist from committing or causing a violation or future violation of: (A) any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act, and Section 206(1) of the Advisers Act, or any other rule or regulation thereunder; or (B) Section 5 of the Securities Act; (vi) is not suspending or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission constituting conduct inconsistent with just and equitable principles of trade; (vii) has not filed (as a registrant or issuer), or was not or was not named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within the past five (5) years, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; (viii) is not subject to a United States Postal Service false representation order entered within the past five (5) years, or is not subject to temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representation. In addition, each of the foregoing representations in this paragraph 5(x) is true with respect to reach other person, who, within the meaning of Section 506(d) of Regulation D, would be a "beneficial owner of 20% or more of the issuer's outstanding voting equity securities" with respect to the Investor's interest in the Issuer. **The Investor will promptly notify the Issuer if any part of this paragraph ceases to be true and correct at any time in the future (with respect to the Investor or such of its beneficial owners at such time).**

(y) The Investor is not a Plan Investor (defined below) or subject to any Similar Law (defined below). If an Investor is a Plan Investor that is, or is acting (directly or indirectly) on behalf of (1) a Plan (defined below) that is subject to Part 4 of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code") or an entity that is deemed to hold the assets of such a Plan by reason of a Plan's investment in the entity (a "Benefit Plan Investor"), or (2) subject to any provisions of any federal, state, local, non-U.S., or other laws or regulations that are similar to Part 4 of Title I of ERISA or Section 4975 of the Code (each, a "Similar Law"), then the Investor represents and warrants that: (i) the decision to invest in the Issuer was made by a fiduciary (within the meaning of Section 3(21) of ERISA and the regulations thereunder, or as defined under applicable Similar Law) (a "Fiduciary") of the Plan that is unrelated to the Issuer or any of its employees, representatives, or affiliates and duly authorized to make such an investment decision on behalf of the Plan (the "Plan Fiduciary"); (ii) the Plan Fiduciary has been informed of and understands the Issuer's investment objectives, policies, limitations, fee structure, and strategies and taken into consideration its duties under Part 4 of Title I of ERISA and any applicable Similar Law, including the diversification requirements of Section 404(a)(1)(C) of ERISA (if applicable), authorizing the Plan's investment in the Issuer, is qualified to authorize the investment, and has concluded that such investment is prudent; (iii) the Plan's subscription to invest in the Issuer and the purchase of Securities contemplated thereby, and the entire process leading to such subscription and purchase, is permitted and in accordance with the terms of the Plan's governing instruments and compiles with all applicable requirements of ERISA, the Code, and all applicable Similar Law and does not constitute a fiduciary breach or non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Law; (iv) the governing documents of each applicable Plan permit the payment of expenses of the Issuer, as described in the Offering Materials; (v) the Plan Fiduciary acknowledges and agrees that neither the Issuer or any of its employees, representatives, or affiliates has provided any investment advise with respect to the Investor's decision to invest or continue to invest in the Issuer and otherwise been or will be a fiduciary with respect to the Plan or the Investor with respect to the Investor's decision to invest in or continue to invest in the Issuer; (vi) the Plan Fiduciary acknowledges and agrees that none of the Issuer or any of its employees

representatives or affiliates exercises any discretionary authority or control with respect to the management or disposition of the Plan assets used to invest in the Issuer or renders any investment advise of any kind for a fee, with respect to the assets of the Plan, or has authority to do so; and (vii) the Issuer intends to restrict ownership of Securities by Benefit Plan Investors to an aggregate value of less than twenty-five percent (25%) (excluding from the calculation of such percentage of Securities held by the Issuer and any employee or affiliate thereof) and the Plan Fiduciary acknowledges and agrees that the Plans' investment in the Issuer will be subject to sale, transfer, or redemption as necessary to prevent investments by Benefit Plan Investors from equaling or exceeding twenty-five percent (25%) of the Issuer's assets. "Plan" includes (x) an employee benefit plan (as such term is defined for purposes of Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA, (y) a plan, individual retirement account, or other arrangement that is described in Section 4975 of the Code, whether or not subject to Section 4975 of the Code, and (z) an entity or fund (including insurance company general and separate accounts), the assets of which are deemed to include assets of any of the foregoing types of plans, accounts, or arrangements for purposes of Title I of ERISA or Section 4975 of the Code. A "Plan Investor" is any Investor that is, or is acting (directly or indirectly) on behalf of, a Plan.

(z) If the Investor is (directly or indirectly) investing the assets of a Plan that is subject to any other federal, state, local, non- U.S., or other laws or regulations that could cause the underlying assets of the Issuer to be treated as assets of the Plan by virtue of its investment in the Issuer and thereby subject the Issuer (or other persons responsible for the investment and operation of the Issuer y's assets) to any applicable Similar Law, then the Investor represents and warrants that Issuer's assets will not constitute the assets of such Plan under the provisions of that Similar Law.

(aa) The Investor has not borrowed any portion of its investments in the Issuer, either directly or indirectly, from the Issuer, or any of the Issuer's affiliates.

(bb) If the undersigned is acting as nominee or custodian for another person, entity, or organization in connection with the Securities, the undersigned as so indicated to the Issuer (or its agents). The representations and warranties contained in this Section regarding the Investor are true and accurate with regard to the person, entity, or other organization for which the undersigned is acting as nominee or custodian.

(cc) The Investor acknowledges and agrees that the Issuer may provide in electronic medium (including via e-mail or website access) any disclosure or document that is required by applicable securities laws to be provided to the Investor.

(dd) Investor acknowledges that the Purchase Price was set by the Issuer on the basis of the Issuer's internal valuation and no warranties are made as to value. Investor further acknowledges that future offerings of securities of the Issuer may be made at lower valuations, with the result that Investor's investment will bear a lower valuation.

(ee) If Investor is purchasing the Securities in a fiduciary capacity for another person or entity, including without limitation a corporation, partnership, trust or any other entity, the Investor has been duly authorized and empowered to execute this Agreement and all other subscription documents. Upon request of the Investor, Investor will provide true, complete and current copies of all relevant documents creating the Investor, authorizing its investment in the Issuer and/or evidencing the satisfaction of the foregoing.

(ff) There are no claims for brokerage commission, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement or related documents based on any arrangement or agreement binding upon Investor. Investor acknowledges and agrees that the Issuer has engaged tZERO, a broker-dealer registered with the Securities and Exchange Commission and a member of FINRA and SIPC, to act as the broker-dealer of record and/or placement agent for this Offering. tZERO will receive certain fees and commissions relating to this Offering as set forth in the Offering Materials.

(gg) If Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this

Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (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 Securities. Investor's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Investor's jurisdiction.

6. **"Market Stand-Off" Agreement.** To the extent there is a market stand-off provision included in the terms of the Securities, as set forth in the Offering Materials, the Investor covenants and agrees to be legally bound by such provision pursuant to the its terms.

7. **Potential Conflicts of Interest.** Investor agrees they have carefully read the Offering Materials, including with respect to all actual, potential or perceived conflicts of interest that may be disclosed therein. Investor understands that Issuer may be affiliated with its advisors, tZERO, or others participating in the Offering. These relationships may represent actual, potential or perceived conflicts of interest between Issuer and such parties.

8. **Digital Securities.**

(a) Digital Securities include types of financial instruments that meet the definition of "security" under US federal securities laws. tZERO offers services related to: (1) digitally enhanced securities or (2) digital asset securities. **Please refer to the signature page hereto to confirm if the Security is a Digital Security. For all investments in Digital Securities, Investor acknowledges and agrees to the provision in this Section 8.**

(b) The term "digitally enhanced" refers to the technology elements that have been added to the security – to provide features investors may find useful to enhance transparency without impacting the conventional structure of uncertificated securities as currently handled every day by the current market system. Specifically, the digital enhancement allows for the creation of a digital courtesy carbon copy of the conventional, official stock register and/or record of beneficial ownership of a digitally enhanced security that is viewable on a publicly available distributed ledger. This courtesy carbon copy is provided solely as a convenience to investors and has no controlling effect for securities or corporate law purposes. The conventional, official stock record and beneficial ownership records for a digitally enhanced security govern all transactions and ownership of the securities in all circumstances. To the extent that the conventional, official ownership records and the "courtesy carbon copy" for any particular digitally enhanced security are not synchronized, there could be a delay while an issuer corrects any such inconsistencies, and such inconsistencies may cause investors confusion with respect to their holdings of such digitally enhanced security which could adversely affect the liquidity for, and market value of, such digitally enhanced security. Additionally, the record of ownership of each digital wallet address will be available to the general public and it may be possible for members of the public to determine the identity of the record holders of certain digitally enhanced securities. Although the record of ownership included in the blockchain is a non-controlling "courtesy carbon copy," it will be made publicly available. The publicly available information will be pseudonymized and include the digital wallet address of each holder of record and the security position information of such holder of record and the entire history of debits and credits to the relevant security position information of each digital wallet address, but it will not include any personal identifiable information. As a result, it may be possible for members of the public to determine the identity of the record holders of certain wallet addresses based on the publicly available information in the courtesy carbon copy, as well as other publicly available information, including any ownership reports required to be filed with the SEC (if any). If the Security is a digitally enhanced security, Investor agrees and acknowledges that certain information relating to its security holdings will be made publicly available on a distributed ledger or blockchain.

(c) A digital asset security is a security that is issued and/or transferred using distributed ledger or blockchain technology. If the Security is a digital asset securities, Investor acknowledges the following risks associated with digital asset securities: (a) there have been instances of fraud, theft, and loss with respect to digital asset securities, (b) there is not established infrastructure or established processes to reverse or cancel mistaken or unauthorized transactions in digital asset securities, (c) most blockchains record transactions

between two parties in a verifiable and permanent way, referred to as "immutability;" therefore, you may not be able to un-wind or reverse any transaction in digital asset securities, (d) Investor or its custodian could be victimized by fraud or theft, Investor or its custodian could lose a "private key" necessary to transfer your digital asset securities, or if Investor's digital asset security is transferred to an unintended wallet address, Investor may the ability to reverse a fraudulent or mistaken transaction, (e) malicious activity attributed to actors taking advantage of potential vulnerabilities that may be associated with distributed ledger technology and its associated networks could render Investor or its custodian unable to transfer the digital asset securities and (f) digital asset securities custodied by Investor with a custodian are subject to the asset protection regimes applicable to such custodian and the protections afforded to customers under Securities Investor Protection Act may not apply. **tZERO Securities is not a digital asset wallet provider, digital asset custodian or blockchain administrator and will play no role in the distributed ledger or blockchain technology applicable to any digital asset securities. Investor should carefully review the security measures of its custodian and any third-party provider assisting it with the technical and security management of digital asset securities.**

9. **Private Securities.** The Securities are being offered in an offering exempt from registration under the Securities Act by an issuer that is not a "reporting company" subject to the reporting requirements of the 55 Securities Exchange Act. Investing in private securities is not suitable for all investors. **An investment in private securities can be highly speculative and involve a high degree of risk.** Investor acknowledges the following risks related to private securities:

(a) No governmental agency has reviewed the offerings of private securities and no state or federal agency has passed upon either the adequacy of the disclosure for such securities or the fairness of the terms of any offering of private securities. The exemptions relied upon for such offerings are significantly dependent upon the accuracy of the representations of the investors to be made to the issuer in connection with the offering. In the event that any such representation proves to be untrue, the registration exemptions relied upon by the Issuer in selling the securities might not be available and substantial liability to the Issuer would result under applicable securities laws for rescission or damages.

(b) The offering price of private securities may bear no relationship to an issuer's assets, book value, historical results of operations or any other established criterion of value. The offering price should not be considered as an indication of any Issuer's actual value or the value of the Security.

(c) There may not be any public or private market for private securities, and there can be no assurance that any such market would develop in the foreseeable future. There is, therefore, no assurance that private securities can be resold near the offering price or at all. Investor is prepared to hold the Security acquired in the Offering indefinitely and Investor does not expect to be able to liquidate any or all of the Securities, even in case of an emergency. In addition, any proposed transfer must comply with restrictions on transfer imposed by the Issuer and by federal and state securities laws. The Issuer may permit the transfer of such securities out of an Investor's name only when his or her request for transfer is accompanied by an opinion of counsel reasonably satisfactory to the issuer that neither the sale nor the proposed transfer results in a violation of the Securities Act or any applicable state securities or "blue sky" laws.

(d) **THERE CAN BE NO ASSURANCE THAT THE ISSUER WILL EVER FILE A REGISTRATION STATEMENT TO REGISTER THE SECURITIES, THAT THE REGISTRATION STATEMENT WILL BECOME EFFECTIVE, OR THAT ONCE EFFECTIVE, SUCH EFFECTIVENESS WILL BE MAINTAINED.**

10. **Tax Matters.**

(a) Upon request, the Investor will provide the Issuer with any required waiver of local privacy laws that could otherwise prevent disclosure of information to the Internal Revenue Service (the "IRS") for purposes of Chapter 3, Chapter 4, or Chapter 61 of the Code, and any other documentation required to establish an exemption from, or reduction in, withholding tax or to permit the Issuers to comply with information reporting requirements pursuant to Chapter 3, Chapter 4, or Chapter 61 of the Code. The Investor will (x) provide written notice to the Issuer within ten (10) days of any change in the Investor's U.S. tax or withholding status, and (y) execute properly and provide to the Issuer, within ten (10) days of written request by the Issuer, any

other tax documentation that may be reasonably requested by the Issuer in connection with the operation of the Issuer, including without limitation any document requested by the Issuer in order to comply with Section 1471 through 1474 of the Code ("FATCA") or establish an exemption or reduction in withholding under FATCA (if applicable).

(b) If the Issuer is being taxed as a partnership, the Investor understands that investors who fail to provide their correct social security numbers or employer identification numbers could be subject to United States withholding tax on a portion of their distributive shares of the Issuer's income.

(c) The Investor understands that the tax consequences of an investment in the Issuer depend upon the individual circumstances of the Investor. The Investor further understands that there can be no assurance that the Code or the U.S. Department of Treasury Regulations thereunder ("Treasury Regulations"), or any non-U.S. tax laws, will not be amended or applied in such a manner as to deprive the Investor of some or all of the tax benefits which it might otherwise expect to receive from its investment in the Issuer.

(d) The Investor covenants that it (i) will provide any form, certification, or other information reasonably requested by and acceptable to the Issuer that is necessary for the Issuer (A) to prevent withholding or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from or through which the Issuer receives payments, (B) to satisfy reporting or other obligations under the Code, the Treasury Regulations, any agreement with the U.S. Treasury Department or any other government division or department, or any applicable intergovernmental agreement or implementing legislation, or (C) to make payments (including withdrawal proceeds) to the Investor free of withholding or deduction, (ii) will update or replace such form, certification, or other information in accordance with its terms or subsequent amendments or as requested by the Issuer, and (iii) will otherwise comply with any reporting and/or tax information exchange obligations imposed by the United States or any other jurisdiction, including reporting obligations that may be imposed by future legislation. The Investor consents to the Issuer (or any agent of the Issuer) providing such information or materials, or any other detail relating to the investment, to any relevant taxation authority as may be required under relevant tax information exchange obligations and to any governmental authority or to any person or entity from which the Issuer y receives payments.

(e) The Investor hereby agrees, upon request by the Issuer, to timely provide any information and comply with any requirements (including the filing of any tax returns and the payment of any taxes) that the Issuer determines is necessary or advisable to reduce the amount of tax, interest, penalties, or similar amounts the cost of which is (or would otherwise be) borne by the Issuer (directly or indirectly) or to make any election permitted by the Code.

(f) The Investor does hereby further waive any right granted in connection with the tax laws of any state or local jurisdiction to participate in any administrative proceeding of the Issuer for each of the taxable years in which the Investor is a partner in the Issuer for purposes of the tax laws of such state or local jurisdiction. The Investor hereby agrees that upon request by the Issuer, it will provide any additional information or documentation, execute any forms or other documents, and take any other action required by law to effect such a waiver.

(g) The Investor acknowledges that information provided in connection with the Investor's investment in the Issuer may be filed with the IRS or any state or local taxing authority upon the commencement of any administrative proceeding of the Issuer.

(h) Non-U.S. shareholders could incur tax under the Foreign Investment in Real Property Act of 1980 ("FIRPTA") with respect to gains realized upon a disposition of the Securities if the Issuer is a United States real property holding company during a specified testing period. Investor agrees to consult with its own tax advisors about the tax consequences of the purchase, ownership and disposition of shares of the Securities in light of Investor's own particular circumstances, including the tax consequences under state, local, non-U.S. and other tax laws and the possible effects of any changes in applicable tax laws.

11. **Source and Use of Funds**.

(a) Neither the Investor nor any person or entity having a direct or indirect beneficial interest in the Securities to be acquired: (i) appears on the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") List of Specially Designated Nationals and Blocked Persons ("SDN List"), or is otherwise a person or entity with which the Issuer is prohibited to deal with under the laws of the United States; or (ii) is a person or entity identified as a terrorist or terrorist organization on the SDN List or any other relevant lists maintained by governmental authorities. The Investor further represents that the monies to be used to fund the Investor's capital contributions to the Issuer have not been, and will not be, derived from, invest for the benefit of, or related in any way to, the government of, or persons or entities located within, any country or region: (i) under a U.S. embargo enforced by OFAC; (ii) that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force on Money Laundering; or (iii) that has been designated by the U.S. Secretary of the Treasury as a "primary money-laundering concern." The Investor further represents that, if the Investor is a natural person, the Investor is not a person who is or has been trusted with prominent public functions, such as head of state or of government; a senior politician; a senior government, judicial, or military official; a senior executive of a state-owned corporation; an important political party official; or a close family member or close associate of any such person. The Investor further represents and warrants that the Investor: (i) has conducted thorough due diligence with respect to all of its beneficial owners, (ii) has established the identifies of all beneficial owners and the source of each beneficial owner's funds, and (iii) will retain evidence of any such identifies, any such source of funds, and any such due diligence. Pursuant to applicable anti-money laundering laws and regulations, the Issuer may be required to collect documentation verifying the Investor's identify and the source of funds used for the Investor's capital contributions to the Issuer before, and from time to time, after acceptance by the Issuer of this Agreement. The Investor further represents that the Investor does not know or have any reason to suspect that (i) the monies to be used to fund the Investor's capital contributions to the Issuer have been or will be derived from or related to any illegal activities, including, but not limited to, money laundering activities, and (ii) the proceeds from the Investor's investment in the Issuer will be used to finance any illegal activities. The Investor further represents and warrants that it has conducted appropriate due diligence of any beneficial owner who is: (i) a Senior Foreign Political Figure ("SFPF"); (ii) an immediate family member of the SFPF; (iii) a person who is widely known (or is actually known by the Investor) to maintain a close personal relationship with any such individual; or (iv) a corporation, business, or other entity that has been formed by or for the benefit of such individual. An "SFPF" is: (i) a current or former senior official in the executive, legislative, administrative, military, or judicial branch of a foreign government (elected or not); (ii) a senior official of a major foreign political party; (iii) a senior executive of a foreign government owned commercial enterprise, being a corporation, business, or other entity formed by or for the benefit of any such individual; or (iv) any corporation, business, or other entity formed by or for the benefit of such an individual.

(b) The Investor will provide to the Issuer at any time during such information as the Issuer determines to be necessary or appropriate to: (i) comply with the relevant anti-money laundering laws, rules, and regulations of any applicable jurisdiction; and (ii) respond to requests for information concerning the identity of Security holders from any governmental authority, self-regulatory organization, or financial institution in connection with its anti-money laundering compliance procedures, or to update such information. The Investor understands and agrees that if at any time it is discovered that any of the foregoing representations are incorrect, or if otherwise required by applicable laws or regulations, the Issuer may undertake appropriate actions, and the Investor agrees to cooperate with such actions, to ensure continued compliance with applicable laws or regulations, including, but not limited to, freezing, segregating, or requiring the Investor to withdraw the Investor's Securities in the Issuer. The Investor further understands and agrees that the Issuer may release confidential information about the Investor (and, if applicable, any underlying beneficial owners of the Investor) to appropriate authorities if the Issuer, in its sole discretion, determinates that it in the Issuer's best interests to do so in light of applicable laws and regulations.

(c) The representations and warranties set forth in this Section shall be deemed repeated and affirmed by the Investor to the Issuer as of each date that the Investor makes a capital contribution to, or receives distribution from, the Issuer. If at any time during the term of the Issuer the representations and warranties set forth in this Section cease to be true, the Investor shall promptly so notify the Issuer in writing.

12. **Further Advice and Assurances**. All information that the Investor has provided to the Issuer (or its agents), including the information in this Agreement, is true, correct, and complete as of the date hereof, and the Investor

agrees to notify the Issuer immediately if any representation, warranty, or information contained in this Agreement becomes untrue or incomplete at any time. The Investor agrees to provide such information and execute and deliver such documents regarding itself and all of its beneficial owners, as the Issuer may reasonably request from time to time to verify the accuracy of the Investor's representations and warranties herein, establish the identity, tax residency, and citizenship of the Investor and the direct and indirect participants in its investment in the Issuer, to the extent applicable and/or comply with any law, order, rule, or regulation to which the Issuer may be subject, including compliance with anti-money laundering laws and regulations, or for any other reasonable purpose.

13. **Indemnity**. The Investor understands that the information provided herein will be relied upon by the Issuer for the purpose of determining the eligibility of the Investor to purchase the Securities. To the fullest extent permitted by law, the Investor agrees to indemnify and hold harmless the Issuer and its respective affiliates, and each of their directors, officers, partners, members, managers, shareholders, employees, representatives, agents, and affiliates from and against any loss, claim, damage, or liability due to or arising out of a breach of any representation, warranty, covenant, confirmation, or agreement of the Investor contained in this Agreement or in any other document provided by the Investor to the Issuer or in any agreement executed by the Investor with the Issuer in connection with the Investor's investment in the Issuer.

14. **Power of Attorney**.

(a) The Investor, by executing this Agreement, hereby irrevocably constitutes and appoints the Issuer, as the Investor's true and lawful representative and attorney-in-fact and agent, to execute, sign, acknowledge, verify, swear to, deliver, and file (i) all agreements and instruments necessary or advisable to cause the Issuer to consummate or otherwise hold the Securities; and (ii) all instruments relating to transfer of Securities or to the admission of any substitute holder.

(b) The power of attorney granted herein shall be deemed to be coupled with an interest, shall be irrevocable, shall survive and not be affected by the dissolution, bankruptcy, or legal disability of the Investor and shall extend to its successors and assigns. Any person dealing with the Issuer may conclusively presume and rely upon the fact that any instrument referred to above, executed by such attorney-in-fact and agent, is authorized, regular, and binding, without further inquiry. The Investor hereby agrees, if required by the Issuer, to execute and deliver to the Issuer within five (5) days after the receipt of a request therefor, such further designations, powers of attorney, or other instruments as the Issuer shall reasonably deem necessary for the purposes hereof. The Investor hereby waives any and all defense which may be available to contest, negate, or disaffirm the actions of the Issuer taken in good faith under such power of attorney.

15. **Consent to Electronic Delivery**.

(a) The Investor hereby agrees that the Issuer may deliver all Offering Materials, include SEC reports, offering statements, exhibits, supplements, U.S., Canadian or other non-U.S. legends, notices, financial statements, valuations, reports, reviews, analyses or other materials, and any and all other documents, information and communications concerning the affairs of the Issuer and its investments, including, without limitation, information about the investment required or permitted to be provided to the Investor with respect to the Securities, to the fullest extent permitted by law, by means of email or by posting on an electronic message board or by other means of electronic communication. The Investor hereby consents to receive from the Issuer electronically all documents, communications, notices, contracts, and agreements arising from or relating in any way to the Investor's or the Issuer's rights, obligations or services under this Agreement including materials or information made available to Investor in connection with the Offering over the web-based platform maintained by the Issuer or tZERO (each a "Disclosure"). The decision to do business with the Issuer electronically is the Investor's decision. This Agreement informs the Investor of its rights concerning Disclosures. In so consenting, Investor acknowledges that email messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. The Investor also acknowledges that an email from the Issuer may be accessed by recipients other than the Investor and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. Neither the Issuer, nor any of its affiliates nor any of their respective officers, directors, employees, consultants, contracts, affiliates, agents, representatives, affiliates, successors or assigns, and each other person, if any, who controls the Issuer within the meaning of Section 15 of

the Securities Act (collectively, the "Issuer Parties"), gives any warranties in relation to these matters. Investor further understands and agrees to each of the following: (a) other than with respect to tax documents in the case of an election to receive paper versions, none of the Issuer Parties will be under any obligation to provide Investor with paper versions of any communications; (b) electronic communications may be provided to Investor via e-mail or a website of an Issuer Party upon written notice of such website's internet address to such Investor. In order to view and retain the communications, the Investor's computer hardware and software must, at a minimum, be capable of accessing the Internet, with connectivity to an internet service provider or any other capable communications medium, and with software capable of viewing and printing a portable document format ("PDF") file created by Adobe Acrobat. Further, the Investor must have a personal e-mail address capable of sending and receiving e-mail messages to and from the Issuer Parties. To print the documents, the Investor will need access to a printer compatible with his or her hardware and the required software; (c) if these software or hardware requirements change in the future, an Issuer Party will notify the Investor through written notification. To facilitate these services, the Investor must provide the Issuer with his or her current e-mail address and update that information as necessary. Unless otherwise required by law, the Investor will be deemed to have received any electronic communications that are sent to the most current e-mail address that the Investor has provided to the Issuer in writing; (d) none of the Issuer Parties will assume liability for non-receipt of notification of the availability of electronic communications in the event the Investor's e-mail address on file is invalid; the Investor's e-mail or Internet service provider filters the notification as "spam" or "junk mail"; there is a malfunction in the Investor's computer, browser, internet service or software; or for other reasons beyond the control of the Issuer Parties; and (e) solely with respect to the provision of tax documents by an Issuer Party, the Investor agrees to each of the following: (i) if the Investor does not consent to receive tax documents electronically, a paper copy will be provided, and (ii) the Investor's consent to receive tax documents electronically continues for every tax year of the Issuer until the Investor withdraws its consent by notifying the Issuer in writing.

(b) The Investor consents to the delivery of any notice pursuant Issuer's jurisdiction of organization, as amended or superseded from time to time, by electronic transmission to such email address provided by the Investor on the signature page of this Agreement, as updated from time to time by notice to the Issuer. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected email address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. The Investor agrees to promptly notify the Issuer of any change in its email address, and that failure to do so shall not affect the foregoing.

16. **Confidentiality**. Expect as publicly disclosed but the Issuer, the investment by the Investor in the Issuer, including without limitation this Agreement and the Offering Materials, including their existence, shall be considered confidential information (the "Confidential Information") and shall not be disclosed by the Investor to any person not being a party hereto, except to the respective professional advisers of the Investor, including, but not limited to, the legal advisers, auditors, and bankers, or with the prior written consent of the parties to this Agreement. In the event the Investor becomes legally compelled (including, without limitation, pursuant to any laws and regulations or any rule of a stock exchange or regulatory body) to disclose Confidential Information, the If permissible under applicable law, Investor shall provide the Issuer with prompt written notice of that fact so that the Issuer may seek a protective order, confidential treatment, or other appropriate remedies. In such event, the Investor shall furnish only that portion of the Confidential Information which is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information.

17. **tZERO Securities**

(a) Investor acknowledges receipt and its agreement to tZERO's terms and conditions, along with its privacy policy, accessible at www.tzero.com/investors/register under the heading "Terms & Conditions." Investor acknowledges and consents to the sharing of its personal identifiable information (a) with the Issuer and any other broker-dealers engaged to provide brokerage services in connection with the Offering and (b) as otherwise permitted under tZERO's customer agreement and privacy policy.

(b) The Investor (a) disclaims and disavows any reliance upon tZERO or its officers, directors, employees, attorneys or affiliates in connection with the Offering and related agreements documenting the sale of the Securities in the Offering; (b) covenants and agrees it relied solely on its own independent investigation

before entering into this Agreement; (c) covenants and agrees that all claims, obligations, liabilities, demands or causes of action that may be based upon, arise under or relate to the agreements documenting the sale of Securities in the Offering or the negotiation, execution or performance of the same may be made only against the Issuer; (d) waives and releases all liabilities, claims, demands, causes of action and obligations against tZERO or its officers, directors, employees, attorneys or affiliates in connection with the agreements documenting the sale of the Securities in the Offering and any transactions contemplated thereby; and (e) agree that tZERO will be a third party beneficiary of this Section and all representations made by the Investor in this Agreement. tZERO will not have any rights or obligations in connection with the Offering other than those expressly provided in the Offering Materials.

18. **Survival of Representations and Indemnity**. The representations, warranties and covenants made by the Investor herein and the rights and agreements set forth in this Section 6, 15 and 16 shall survive the Termination Date. The Investor agrees to indemnify and hold harmless the Issuer and its respective officers, directors and affiliates, and each other person, if any, who controls the Issuer within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by the Investor to comply with any covenant or agreement made by the Investor herein or in any other document furnished by the Investor to any of the foregoing in connection with this transaction.

19. **Governing Law**. All questions concerning the construction, validity, enforcement and interpretation of the Offering Materials, including, without limitation, this Agreement, shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof.

20. **Dispute Resolution and Arbitration.** The Investor agrees to resolve all controversies in accordance with the provisions set forth below:

(a) In the event of any claim, dispute, or controversy arising under, out of or relating to this or any breach or purported breach thereof (a "Dispute") which the parties hereto have been unable to settle or agree upon in the normal course of business, the parties shall follow the dispute resolution process as set forth herein.

(b) The parties shall attempt in good faith to resolve the Dispute promptly by negotiation between representatives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party (in this context, the "Disputing Party") may give the other party written notice of the existence of any such Dispute ("Dispute Notice"). Within 15 days after delivery of the Dispute Notice, the party receiving the notice shall submit to the Disputing Party a written response. The Dispute Notice and the response shall each include: (i) a statement of the relevant party's position and a summary of arguments supporting that position; and (ii) the name and title of the representative who will represent the party in the negotiations and of any other person who will accompany such representative. Within 30 days after delivery of the Dispute Notice, the representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute ("Settlement Period"). However, this Settlement Period shall terminate no later than 90 days after delivery of the Disputing Party's notice unless such period is extended by mutual written agreement of the parties. All statements and/or negotiations pursuant to this Section 20 are confidential and shall be treated as inadmissible compromise and settlement negotiations for purposes of all applicable state and/or federal rules of evidence.

(c) After, but only after, the Settlement Period set forth in Section 20(b) has terminated without a resolution, at the request of either party to the Dispute, the Dispute shall be referred to and finally resolved by binding arbitration.

(d) Any arbitration pursuant to this Section 20(c) shall be administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules before a three member panel, with each

Party selecting one arbitrator and the third arbitrator, who shall be the chairperson of the panel, being selected by the two party-appointed arbitrators. The party who initiates the arbitration process shall name its arbitrator in the demand for arbitration and the responding Party shall name its arbitrator within ten days after receipt of the demand for arbitration. No arbitrator can be an employee, ex-employee, director, shareholder of record, partner, member, representative or agent of such party or its affiliates. The third arbitrator shall be named within ten days after the appointment of the second arbitrator. If the two party-appointed arbitrators are unable to agree upon the third arbitrator within that ten-day period, the third arbitrator shall be selected by the AAA. Each arbitrator shall be qualified by at least ten years' experience in corporate finance and/or venture capital, and the chairperson of the arbitration panel shall be a licensed attorney whose primary area of practice for the preceding ten years is corporate finance and/or venture capital.

(e) EACH OF THE PARTIES HEREBY AGREES THAT ANY JUDICIAL PROCESS PROVIDED FOR IN SECTION 20(C) AND SECTION 20(D), SHALL BE INSTITUTED IN THE STATE OR FEDERAL COURTS SITTING IN NEW YORK COUNTY, NEW YORK AND IN NO OTHER FORUM AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO AND ACCEPTS GENERALLY AND UNCONDITIONALLY SUCH JURISDICTION AND IRREVOCABLY WAIVES ANY OBJECTIONS, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE COURTS. THE FOREGOING IS WITHOUT PREJUDICE TO THE RIGHT OF ANY PREVAILING PARTY TO SEEK ENFORCEMENT OF ANY JUDGMENT ENTERED PURSUANT TO AN ACTION SET FORTH IN SECTION 20(C) IN A COURT IN ANY JURISDICTION WHERE THE LOSING PARTY OR ITS PROPERTY MAY BE LOCATED. EACH OF THE PARTIES ALSO CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS FOR PURPOSES OF AID IN SUPPORT OF ARBITRATION AND THE ENFORCEMENT OF ANY ARBITRAL AWARD MADE UNDER THE PROVISIONS OF THIS SECTION 20. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY ACTION OR PROCEEDING BY DELIVERY OF COPIES OF SUCH PROCESS BY COMMERCIAL COURIER TO IT OR IN ANY OTHER MANNER PERMITTED BY LAW. THE PARTIES FURTHER AGREE THAT THE RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES AS SPECIFIED UNDER THIS SUBSCRIPTION SHALL BE INTERPRETED AND GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

(f) Each Party shall continue to perform its obligations under this Agreement pending final resolution of any Dispute, unless to do so would be impossible or impracticable or lead to irreparable harm under the circumstances.

(g) **THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.**

21. **Notices.** Notice, requests, demands and other communications relating to this Agreement and the transactions contemplated herein shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed on the date of such delivery to the address of the respective parties as follows, if to the Issuer, at the address set forth on the Issuer's signature page to this Agreement; and if to the Investor, at Investor's address supplied in connection with this Agreement, or to such other address as may be specified by written notice from time to time by the party entitled to receive such notice. Any notices, requests, demands or other communications by email shall be confirmed by letter given in accordance with (a) or (b) above. All notices and communications to be given or otherwise made to Investor shall be deemed to be sufficient if sent by email to such address provided by Investor on the signature page of this Agreement. Unless otherwise specified in this Agreement, Investor shall send all notices or other communications required to be given hereunder to the Issuer by email to the email address set forth on the Issuer's signature page to this Agreement followed by a copy via FedEx or other national overnight courier service.

Any such notice or communication shall be deemed to have been delivered and received on the first business day following that on which the e-mail has been sent (assuming that there is no error in delivery). As used in this Section, the term "business day" shall mean any day other than a day on which banking institutions in the State of New York are legally closed for business.

22. **Miscellaneous**.

(a) Other than as set forth herein, this Agreement is not transferable or assignable by Investor. The representations, warranties and agreements contained herein shall be deemed to be made by and be binding upon Investor and its heirs, executors, administrators and successors and shall inure to the benefit of the Issuer and its successors and assigns.

(b) None of the provisions of this Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Issuer and Investor.

(c) In the event any part of this Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement. The invalidity, illegality or unenforceability of one or more of the provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

(d) This Agreement supersedes all prior discussions and agreements between the parties, if any, with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

(e) The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person; provided, however, that the tZERO may rely on any representations and warranties made by the Investor herein.

(f) The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

(g) In the event that either party hereto shall commence any suit, action or other proceeding to interpret this Agreement, or determine to enforce any right or obligation created hereby, then such party, if it prevails in such action, shall recover its reasonable costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorney's fees and expenses and costs of appeal, if any.

(h) This Agreement may be executed in one or more counterparts. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

23. **Joinder**. To the extent applicable, by signing below, the Investor agrees that it joins all operating, partnership or limited liability company agreements of the Issuer ("**Governing Agreement**") governing the Securities. The Investor: (a) agrees to be bound by all the terms of the Governing Agreement; (b) that execution of its signature page hereto is evidence of its acceptance and agreement to join the Governing Agreement; and (c) agrees to execute and deliver such other documents as the Issuer may reasonably request to further evidence the undersigned's joinder to the Governing Agreement.

Remainder of page intentionally left blank.

SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date set forth below.

Description of Securities Purchased

Regulation D, 506(c) (Offering type)	KNOWP Token, Preferred Stock, par value $0.000001 per share (Name, Class, and Par Value of the Securities)
Knowpia Inc., a Delaware C-Corporation (Issuer name and Jurisdiction, and Sponsors (if any))	(Date of Subscription)
(Number of Securities Purchased)	N/A (Date and Time by which the Investor may cancel its investment commitment (if any))
$0.01 USD per share (Price Per Security)	(Link to Offering Materials (if any))
(Aggregate Purchase Price)	Digitally Enhanced Security (Traditional, Digitally Enhanced Security or Digital Asset Security)

Important Note: For purposes of this Agreement, the "Investor" is the person or entity for whose account the subscription is being made to purchase the Securities. Another person or entity with investment authority may execute this Agreement on behalf of the Investor, but should indicate the capacity in which it is doing so and the name of the Investor. In all cases, the person or entity actually making the investment decision to purchase the Securities should complete and sign this Agreement. For example, if the Investor purchasing the Securities is a retirement plan for which investments are directed or made by a third-party trustee, then that third party trustee must complete this Agreement rather than the beneficiaries under the retirement plan. This also applies to trusts, custodial accounts and similar arrangements.

*Please only Check and Sign the appropriate signature block below. If the Investor is a natural person, then the Investor is an "**Individual**." If the Investor is not a natural person, then the Investor is an "**Entity**."*

☐ INDIVIDUAL OR JOINT[1] INVESTORS:

(Print Name)	(Print Name)
(Signature)	(Signature)
(Email address)	(Email address)
(Address)	(Address)

[1] If joint investors, the other authorized signatory on such account must also execute this Agreement.

(Telephone Number)	(Telephone Number)
(Social Security Number)	(Social Security Number)

☐ ENTITY INVESTOR BLOCK FOR PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, TRUST, CUSTODIAL ACCOUNT OR OTHER INVESTOR:

(Print Name of Entity)

By:

(Signature)

(Print Name and Title)

(Email address)

(Address)

(Telephone Number)

(Employer Identification Number)

Investor Signature Page to Subscription Agreement

ACCEPTANCE OF SUBSCRIPTION

(to be executed only by the Issuer)

The Issuer hereby accept the above application for subscription for Securities of the Issuer as of the date set forth below.

Knowpia, Inc.

Name of Accepted Individual/Joint/Entity:

Name: _____

Title: _____

Date:_____

Amount of Subscription Accepted:
$_____
#_____

Name: _____

Title: _____

Date: _____

Issuer Notice Information
3201 Skyway Ct, Fremont, CA 94539
kevenlai@knowpia.com

Acceptance of Subscription by Issuer

EXHIBIT B – KNOWP CERTIFICATE OF DESIGNATION

CERTIFICATE OF DESIGNATION

of

Blockchain Nonvoting Preferred Stock (the "KNOWP")

Knowpia Inc., a Delaware Corporation

Pursuant to Section 151(g) of the General Corporation Law of the State of Delaware

1. Company Declaration

We, the undersigned, Kecheng Lai, the CEO of Knowpia Inc., a Delaware corporation (the "Corporation"), pursuant to authority conferred upon the Board of Directors by the Certificate of Incorporation of the Corporation and in accordance with Section 151(g) of the Delaware General Corporation Law, do hereby certify that:

2. Designation and Number of Shares

1. The Corporation hereby designates a class of its authorized preferred stock as Blockchain Nonvoting Preferred Stock (the "KNOWP").

2. The total number of shares of the KNOWP shall be 18,300,000,000 (Eighteen Billion Three Hundred Million) shares, par value $0.000001 per share.

3. Rights, Preferences, and Limitations

- a. Dividends
  Holders of the KNOWP shall be entitled to receive, when and as declared by the Board of Directors, non-cumulative dividends at a rate and priority equal to other preferred stock classes, if any, and subject to available surplus.

- b. Voting Rights
  The KNOWP shall have no voting rights, except as required by applicable law or as expressly provided herein.

- c. Blockchain Recordation
  Each share of the KNOWP shall be tokenized and issued on a blockchain ledger, as designated by the Corporation, and shall be tracked through smart contract-based

ownership and transfer verification, consistent with applicable securities laws and transfer restrictions.

4. Validity of Issuance

All shares of the KNOWP, when issued in accordance with this Certificate and applicable law, shall be deemed validly issued, fully paid, and non-assessable.

5. Amendment

This Certificate of Designation shall not be amended, modified, or repealed without the affirmative vote or written consent of a majority of the outstanding shares of the KNOWP, voting as a separate class.

IN WITNESS WHEREOF,

Knowpia Inc. has caused this Certificate of Designation to be duly executed by its officer as of August 5, 2025.

By: 

Name: Kecheng Lai

Title: CEO

EXHIBIT C – HISTORICAL

Knowpia Inc., a Delaware-based Web3 company, has evolved from early foundational integrations into a leading SocialFi innovator. Below is a condensed timeline of its key corporate, product, and regulatory milestones:

1. Formation & Foundation (2020)

- July 1, 2019 Knowpia Inc. was incorporated in Delaware State, USA.
- Jan 25, 2020 – Integrated with Knowpia Foundation Singapore; assumed assets (web, IP, trademarks) and selected token-related liabilities.
- Apr 21, 2020 – Authorized 10M Common Shares and 18.3B Preferred Shares ("Knowp" tokens); approved plans for a future STO filing.
- Sep–Oct 2020 – Responded to COVID-19 by initiating seed fundraising and pausing operations; CTO Steve Lin maintained website; CFO position canceled.

2. Strategic Restart & Product Pivot (2023–2024)

- Apr 1, 2023 – Restarted operations; approved development of the Funs.AI SocialFi platform, NFTs, and partnerships with STO exchanges.
- July 16, 2024 – Authorized issuance of 300M KNOWP Tokens at $0.01; appointed tZERO as issuance and trading partner.

3. Capital Structure & Tokenization Finalization (2025)

- Jan 26–27, 2025 – Filed Certificate of Designation:
    - 10% annual dividends (if declared)
    - Non-voting, book-entry tokens with transfer restrictions
    - Updated board: added Richard Quan; removed Jay Tsao

4. Funs.AI Trial Launch (2025)

- Mar 1 to May 30, 2025 – Trial version attracted 500+ users and 5,000+ engagements; 250+ feedback submissions received; token rewards distributed to

early contributors.

- Beta version launch scheduled for Q3 2025.

5. Knowpia response to SEC Crypto Task Force: STO+ Regulatory Framework Proposal Amid U.S. Crypto Reform (2025)

Following President Trump's re-election, the U.S. government accelerated crypto regulatory reforms to position the country as a global cryptocurrency hub. In response, Knowpia Inc. submitted a landmark STO+ Token Classification Proposal to the SEC Crypto Task Force.

6. Knowpia response to U.S. Senate Banking Committee: Advancing U.S. Crypto Legislation (August 2025)

August 1–6, 2025 – In response to the U.S. Senate Banking Committee's Request for Information (RFI) on the Digital Asset Market Structure discussion draft, Knowpia Inc. submitted three formal policy reports designed to support forward-looking legislation for compliant digital innovation:

- Innovation Report of Securities Tokenization
- Token Taxonomy Analysis Report
- Legal Compliance Analysis Report: Rule 144 Exemption under the EUD Model

These submissions offered concrete legislative and regulatory recommendations aligned with the CLARITY Act framework and addressed the SEC's evolving oversight of digital assets.

7. Current Status

- Knowpia is in good standing under Delaware law.
- Preparing a compliant STO under the STO+ model.
- Continuing development of Funs.AI with beta release in Q3 2025.
- Engaged in ongoing SEC and regulatory initiatives.

- 2020 - 2024 Financial Statements（As requested)

EXHIBIT D – FINANCIAL STATEMENTS（As requested)