EARTHX® CORPORATION LTD.

SUBSCRIPTION AGREEMENT

CODEX FIDEII™ AI Governance Infrastructure

Non-Voting Membership Units

$2,500,000 Pre-Seed Offering

Regulation D, Rule 506(b)

Accredited Investors Only

CONFIDENTIAL

November 2026

CodexFidei.ai · Investors@EARTHXCorporation.io

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement") is entered into as of the date of Subscriber's signature below (the "Effective Date"), by and between **EARTHX® CORPORATION LTD.**, an Ohio limited liability company (the "Company"), and the undersigned subscriber ("Subscriber" or "Investor").

RECITALS

WHEREAS, the Company is offering Non-Voting Membership Units (the "Units") to accredited investors in a private placement exempt from registration under Regulation D, Rule 506(b) of the Securities Act of 1933, as amended (the "Securities Act");

WHEREAS, the Company is conducting a Pre-Seed financing round seeking to raise up to Two Million Five Hundred Thousand Dollars ($2,500,000);

WHEREAS, the primary investment thesis of this offering is the Company's CODEX FIDEII™ AI Governance Substrate (hereinafter "CODEX™") — a patent-pending, operator-independent, tamper-evident proof architecture for AI decision accountability — backed by the Company's broader EARTHX® EcoSystem comprising 22 USPTO filings, 21 integrated platform architectures, and an independently appraised intellectual property portfolio;

WHEREAS, the Company's independent 409A valuation (Eqvista, Inc.; valuation date September 8, 2026; report date November 2, 2026) concluded a Fair Market Value of $9,173,554 for 100% equity interests on a non-marketable, non-controlling basis, with an indicated equity value of $15,816,115 on a marketable, controlling basis;

WHEREAS, the Company's intellectual property portfolio has been independently assessed via four-method synthesis (cost-replacement, income-projection, market-comparable, relief-from-royalty) yielding a weighted midpoint of approximately $1.54 billion ($847M floor, $3.3B+ ceiling), with the CODEX™ substrate constituting the flagship asset within that portfolio; and forward-looking enterprise-value scenarios, derived from exit ARR × SaaS revenue multiples appropriate to high-growth, IP-protected, regulated infrastructure, range from $50M–$150M (conservative, 2–3 year horizon) to $1.0B–$3.0B (aggressive, 5–7 year horizon) to $3.0B+ (strategic/IPO, 7–10 year horizon), as detailed in the Company's CODEX™ Investment Memorandum;

WHEREAS, the Subscriber desires to purchase Units in the Company, or to invest via Convertible Promissory Note, on the terms and conditions set forth herein; and

WHEREAS, the Subscriber will execute a Joinder to the Company's Second Amended and Restated Operating Agreement contemporaneously with this Agreement to become a Member of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. INVESTMENT OPTIONS

1.1 Investment Selection.

Subscriber shall select one of the following investment options. Each option provides distinct terms, benefits, and risk profiles as described herein. Subscriber acknowledges that the selection is irrevocable once the Company has accepted this subscription.

1.2 Option A: Direct Equity — Venture Capital Units.

Direct equity investment in EARTHX® Corporation Ltd. Non-Voting Membership Units with immediate benefits activation.

Term	Detail
Security Type	Series Seed Preferred Non-Voting Membership Units
Pre-Money Valuation	$250,000,000 USD
Price Per Unit	$1.71 per Unit (based on 146,239,450 Units outstanding)
Maximum Dilution	~1.0% across all investors in this round
Minimum Investment	$25,000
Liquidation Preference	1x non-participating
Voting Rights	Non-Voting (standard protective provisions for major decisions)
Anti-Dilution	Broad-based weighted average
Pro-Rata Rights	Yes — participate in future rounds to maintain ownership
Information Rights	Quarterly financial statements; annual audited financials; monthly KPI dashboard

Equity Investor Benefits by Block Size:

Investment	Units Received	Ownership %
$25,000	14,620	~0.010%
$50,000	29,240	~0.020%

Investment	Units Received	Ownership %
$100,000	58,480	~0.040%
$250,000	146,199	~0.100%
$500,000	292,398	~0.200%

1.3 Option B: Debt Equity — Convertible Promissory Note.

Convertible promissory note with interest payments that converts to equity at Series A or maturity.

Term	Detail
Security Type	Convertible Promissory Note
Interest Rate	8% per annum (simple interest)
Term	24 months from closing date
Interest Payments	Interest-only, paid quarterly
Valuation Cap	$250,000,000 USD
Conversion Trigger	Qualified Financing (Series A of $5.0M+) or at maturity
Conversion Discount	20% discount to Series A price
Repayment (if no Series A)	1.5x principal + accrued interest OR convert to equity at $250M cap
Minimum Investment	$25,000

Convertible Note Investor Benefits by Block Size:

Investment	Annual Interest	Conversion Units (at Cap)	Max Dilution at Conversion
$25,000	$2,000	~14,620	~0.010%
$50,000	$4,000	~29,240	~0.020%
$100,000	$8,000	~58,480	~0.040%
$250,000	$20,000	~146,199	~0.100%
$500,000	$40,000	~292,398	~0.200%

1.4 Subscription Amount.

Based on the selected Investment Option, the Subscriber subscribes as follows:

Investment Option: ☐ Option A (Direct Equity) ☐ Option B (Convertible Note)

Investment Amount: $_____ (Minimum: $25,000)

Price Per Unit (Option A): $1.71 per Unit

Number of Units (Option A): _____ Non-Voting Membership Units

1.5 Payment.

The Investment Amount shall be paid by Subscriber to the Company by wire transfer, ACH transfer, or check made payable to "EARTHX® Corporation Ltd." upon execution of this Agreement.

1.6 Acceptance.

This subscription is subject to acceptance by the Company in its sole discretion. The Company reserves the right to accept or reject this subscription in whole or in part for any reason or no reason.

1.7 Closing.

Upon acceptance of this subscription and receipt of the Investment Amount, the Company shall issue to Subscriber a Membership Certificate evidencing the Units purchased hereunder (Option A) or a Convertible Promissory Note in the principal amount of the Investment Amount (Option B).

1.8 Use of Proceeds.

Proceeds from this offering will be allocated as follows, as determined by the Managers in their discretion:

Category	Allocation	Description
Patent Prosecution & IP	35%	Non-provisional prosecution, continuation filings, international filings (PCT, EP), IP counsel, trademark portfolio
Go-to-Market	30%	Regulated-vertical sales, pilot deployments, co-sell partnerships, lighthouse customers
Legal & Compliance	15%	SOC 2 Type II certification, EU AI Act conformity, regulatory counsel, corporate governance
Founder Compensation & Reserve	20%	Founder draw, key-person retention, working capital reserve, contingencies

ARTICLE 2. COMPANY INTELLECTUAL PROPERTY PORTFOLIO

2.1 CODEX™ — Flagship Asset.

The Company's CODEX™ AI Governance Substrate is the flagship asset of this offering. USPTO Non-Provisional Patent Application No. 64/091,429 comprises 103 claims and 18 figures covering a gated, operator-independent, tamper-evident proof architecture for AI decision accountability. The substrate includes a shared engine, enterprise console, live five-evaluator council, two product faces, and ten regulatory frameworks. The technology is a running system as of the date of this Agreement; this is an execution-stage investment, not a technology bet.

2.2 Broader EARTHX® EcoSystem.

In addition to the CODEX™ filing, the Company holds a comprehensive intellectual property portfolio developed since 2021, including:

(a) Twenty-two (22) USPTO filings: five (5) non-provisional patent applications and seventeen (17) provisional applications covering the XP2P® core process and 21 integrated platform architectures within the BIIOSPHERE™ EcoSystem;

(b) Three (3) registered trademarks (EARTHX®, XP2P®, R.E.A.L. ®) with four (4) additional applications pending;

(c) One hundred fifty-seven (157) domain portfolio;

(d) Twenty-one (21) integrated platform specifications spanning peer-to-peer settlement, housing, gaming, governance, insurance, investment, and entertainment verticals.

2.3 IP Portfolio Valuation.

The Company's IP portfolio has been assessed via four-method synthesis (cost-replacement, income-projection, market-comparable, relief-from-royalty) yielding a weighted midpoint of approximately $1.54 billion ($847M floor, $3.3B+ ceiling). CODEX™ is the flagship asset within this portfolio. This is a portfolio-level valuation; CODEX™-specific value is a component, not a separate appraisal.

2.4 409A Valuation.

The Company's independent 409A valuation (Eqvista, Inc.; Certified Valuation Analyst Colin McCrea, CVA, EA; valuation date September 8, 2026) concluded:

Metric	Value
Indicated Equity Value (Asset-Based Approach)	$15,816,115

Metric	Value
Less: DLOM (23.79%)	($3,762,066)
Less: DLOC (23.90%)	($2,880,496)
FMV of 100% Equity Interests (non-marketable, non-controlling)	$9,173,554
Total Assets	$15,934,875
Capitalized IP Development Costs (incl. three §721 Tranches)	$15,878,000
Total Liabilities	$118,760
Total Members' Equity	$15,816,115

ARTICLE 3. CAPITALIZATION

3.1 Current Capitalization.

As of the date of this Agreement, the Company's capitalization is as follows:

Member	Units	Ownership %
Anthony C. St. Michael (incl. all 3 IP Tranches)	87,643,362	59.93%
Dr. Cynthia St. Michael (incl. 2nd & 3rd IP Tranches)	53,722,314	36.74%
Dr. Anora Ann Snyder (incl. 2nd IP Tranche)	1,660,524	1.14%
Loan Conversions (Non-Voting)	2,865,000	1.96%
Direct Equity Investments (Non-Voting)	165,000	0.11%
Beta Testers (Non-Voting)	183,250	0.13%
TOTAL	146,239,450	100.00%

3.2 Authorized Units.

The Company has 200,000,000 authorized Membership Units, of which 146,239,450 Units are issued and outstanding and 5,000,000 Units are reserved for the Company's 2025 Equity Incentive Plan (zero granted as of the date hereof).

3.3 Founder IP Compensation.

The three Founders have received three §721 Property Contribution Tranches totaling 90,000,000 Voting Units in exchange for contributed intellectual property valued at $0.50 per Unit, representing a documented contribution value of $15,000,000 in the aggregate. Additional tranches may be authorized as the IP portfolio expands. Founder IP Compensation Tranches are expressly excluded from anti-dilution protection under Section 5.2.

ARTICLE 4. RISK FACTORS AND ACKNOWLEDGMENTS

4.1 High-Risk Investment.

THE UNITS ARE SPECULATIVE SECURITIES INVOLVING A HIGH DEGREE OF RISK. SUBSCRIBER SHOULD NOT INVEST ANY FUNDS IN THIS OFFERING UNLESS SUBSCRIBER CAN AFFORD TO LOSE THE ENTIRE INVESTMENT. THERE IS NO ASSURANCE THAT SUBSCRIBER WILL REALIZE ANY RETURN ON THIS INVESTMENT OR THAT SUBSCRIBER WILL NOT LOSE THE ENTIRE INVESTMENT. SUBSCRIBER SHOULD CAREFULLY REVIEW THE RISK

FACTORS DISCLOSURE PROVIDED WITH THIS AGREEMENT (EXHIBIT B) BEFORE INVESTING.

4.2 No Guarantee of Returns.

The Company makes no representations or warranties regarding future performance, potential returns, or the likelihood of any liquidity event, including any initial public offering, acquisition, merger, secondary sale, or distribution from operations. Any financial projections or estimates previously provided to Subscriber are forward-looking statements subject to significant uncertainty and are not guarantees of future results. The enterprise-value scenarios presented in the Company's investment memoranda are forward-looking, scenario-based estimates dependent on execution — not a guarantee, and not the Company's current fair market value.

4.3 Illiquidity.

There is no public market for the Units. Subscriber may be unable to liquidate the investment and may be required to hold the Units for an indefinite period.

4.4 Technology Development Company.

EARTHX® Corporation Ltd. is a technology development corporation. The Company's strategy is to develop proprietary technology and intellectual property and to seek the sale or licensing of that technology to qualified buyers, with a cash/securities buy-out and IPO provision. The Company is pre-revenue and pre-launch as of the date of this Agreement. Investors should understand that the Company's value proposition is dependent on the successful monetization of its intellectual property through a disposition, licensing event, or commercial deployment.

ARTICLE 5. SUBSCRIBER REPRESENTATIONS AND WARRANTIES

5.1 Accredited Investor Status.

Subscriber represents that Subscriber is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act. This offering is limited to accredited investors. Subscriber shall complete the Investor Qualification Questionnaire attached hereto as Exhibit A.

5.2 Investment Intent.

Subscriber is acquiring the Units (or Convertible Note) for Subscriber's own account for investment purposes only and not with a view toward resale or distribution.

5.3 Risk Acknowledgment.

Subscriber understands that: (a) the Units are speculative and involve a high degree of risk; (b) Subscriber may lose all or a substantial portion of the Investment Amount; (c) the Units are illiquid and there is no public market for the Units; and (d) Subscriber can afford to lose the entire Investment Amount.

5.4 Information Review.

Subscriber has received, reviewed, and understands the Company's CODEX™ Investment Memorandum, Second Amended and Restated Operating Agreement, Risk Factors Disclosure (Exhibit B), and Investor Qualification Questionnaire (Exhibit A). Subscriber has had the opportunity to ask questions of the Company's management and has received satisfactory answers.

5.5 No General Solicitation.

Subscriber became aware of this offering through a pre-existing substantive relationship with the Company or its principals, and NOT through any form of general solicitation or general advertising.

5.6 Authority.

Subscriber has full power and authority to enter into this Agreement and to perform Subscriber's obligations hereunder.

5.7 No Reliance.

Subscriber is not relying on any representations or warranties other than those expressly set forth in this Agreement and the offering documents provided by the Company.

ARTICLE 6. COMPANY REPRESENTATIONS AND WARRANTIES

6.1 Organization.

The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Ohio.

6.2 Authority.

The Company has full power and authority to issue and sell the Units and to perform its obligations under this Agreement.

6.3 Valid Issuance.

Upon issuance and payment of the Investment Amount, the Units will be validly issued, fully paid, and non-assessable.

6.4 Exemption.

The Company reasonably believes that the offer and sale of the Units is exempt from registration under the Securities Act pursuant to Regulation D, Rule 506(b).

6.5 Capitalization.

As of the date of this Agreement, the Company has 200,000,000 authorized Membership Units, of which 146,239,450 Units are issued and outstanding and 5,000,000 Units are reserved for the Company's 2025 Equity Incentive Plan (zero granted as of the date hereof). The Company has no outstanding options, warrants, or other convertible securities except as disclosed in the Operating Agreement, the offering documents, and $109,500 in existing convertible notes from the Company's friends-and-family round.

ARTICLE 7. TERMS OF UNITS

7.1 Non-Voting Units.

The Units are Non-Voting Membership Units as defined in the Company's Second Amended and Restated Operating Agreement. Non-Voting Units have the same economic rights as Voting Units but do not have voting rights except as required by law.

7.2 Conversion Rights.

Non-Voting Units may be converted into Voting Units on a one-for-one basis upon: (a) a Qualified Financing of at least Five Million Dollars ($5,000,000); (b) an initial public offering; or (c) a Change of Control (as defined in the Operating Agreement).

7.3 Distributions.

Subscriber shall be entitled to receive distributions from the Company on a pro rata basis with other Members, as determined by the Managers in accordance with the Operating Agreement.

7.4 Transfer Restrictions.

The Units are subject to transfer restrictions as set forth in the Operating Agreement. Subscriber may not transfer Units without prior written consent of the Company.

7.5 Joinder Requirement.

As a condition to issuance of Units, Subscriber shall execute a Joinder to the Company's Second Amended and Restated Operating Agreement, thereby becoming a Member of the Company.

ARTICLE 8. INVESTOR RIGHTS

8.1 Information Rights.

For so long as Subscriber holds Units, the Company shall provide Subscriber with: (a) unaudited annual financial statements within one hundred twenty (120) days of each fiscal year-end; (b) quarterly KPI updates; and (c) prompt written notice of any material adverse change in the Company's business, financial condition, or prospects, where materiality is defined as any event reasonably expected to reduce the Company's enterprise value by more than ten percent (10%).

8.2 Anti-Dilution Protection.

If the Company issues Units (other than pursuant to the Equity Incentive Plan, conversion of outstanding convertible instruments, or Founder IP Compensation tranches authorized under the Operating Agreement) at a price per Unit lower than the price per Unit paid by Subscriber hereunder, the Company shall issue to Subscriber such additional Units as are necessary to adjust Subscriber's effective price per Unit to equal the lower issuance price (broad-based weighted-average anti-dilution). The Company shall provide Subscriber with written notice of any such issuance within fifteen (15) days.

8.3 Pro-Rata Rights.

Subscriber shall have the right, but not the obligation, to participate in future equity offerings of the Company on a pro-rata basis (based on Subscriber's percentage ownership at the time of such offering), subject to customary exceptions for strategic transactions approved by the Managers.

8.4 Most-Favored-Nation.

If the Company enters into a subscription agreement with any subsequent investor in this offering round on terms materially more favorable than those set forth herein, the Company shall promptly notify Subscriber and offer Subscriber the opportunity to amend this Agreement to incorporate such more favorable terms.

ARTICLE 9. CONVERTIBLE NOTE TERMS (OPTION B ONLY)

This Article 9 applies only to Subscribers who have selected Option B (Convertible Promissory Note).

9.1 Principal and Interest.

The Company shall issue to Subscriber a Convertible Promissory Note in the principal amount of the Investment Amount, bearing simple interest at the rate of eight percent (8%)

per annum. Interest shall be computed on the basis of a 365-day year and the actual number of days elapsed.

9.2 Interest Payments.

Interest shall be paid quarterly in arrears, within fifteen (15) days following the end of each calendar quarter. The first interest payment shall be prorated for any partial quarter.

9.3 Maturity.

The Note shall mature twenty-four (24) months from the Effective Date (the "Maturity Date").

9.4 Conversion Mechanics.

The Note shall convert to Non-Voting Membership Units upon the occurrence of a Qualified Financing (a Series A round of at least $5,000,000) or at Maturity, as follows:

(a) Conversion Price shall be the LESSER OF: (i) Cap Price = $250,000,000 ÷ Fully Diluted Units Outstanding; or (ii) Discount Price = Series A Price per Unit × 0.80 (reflecting the 20% discount).

(b) Units Received = (Principal + Accrued Unpaid Interest) ÷ Conversion Price.

(c) If no Qualified Financing occurs by the Maturity Date, the Company shall, at Subscriber's election: (i) repay 1.5x the principal amount plus all accrued and unpaid interest; OR (ii) convert the Note to Units at the Valuation Cap of $250,000,000.

9.5 Subordination.

The Note is unsecured and subordinated to any senior indebtedness of the Company.

ARTICLE 10. REGULATORY COMPLIANCE

10.1 Rule 506(b) Exemption.

This offering is being conducted pursuant to Rule 506(b) of Regulation D under the Securities Act. The Units have not been registered under the Securities Act or any state securities laws.

10.2 Restricted Securities.

The Units are "restricted securities" as defined in Rule 144 under the Securities Act and may not be resold without registration or an applicable exemption.

10.3 Legend.

Each Membership Certificate or Convertible Note shall bear substantially the following legend:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF WITHOUT REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN APPLICABLE EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS."

10.4 Form D Filing.

The Company shall file a Form D with the U.S. Securities and Exchange Commission within fifteen (15) days of the first sale of Units in this offering and shall make any required state securities filings in jurisdictions where Units are sold.

ARTICLE 11. MISCELLANEOUS

11.1 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.

11.2 Entire Agreement.

This Agreement, together with the Joinder, Second Amended and Restated Operating Agreement, CODEX™ Investment Memorandum, Risk Factors Disclosure (Exhibit B), and Investor Qualification Questionnaire (Exhibit A), constitutes the entire agreement between the parties with respect to the subject matter hereof.

11.3 Amendments.

This Agreement may not be amended except by a written instrument signed by both parties.

11.4 Severability.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed original signatures for all purposes.

11.6 Notices.

All notices under this Agreement shall be in writing and delivered to the addresses set forth on the signature page, or to such other address as either party may designate in writing.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the date first written above.

INVESTMENT OPTION (Check one):

☐ OPTION A: Direct Equity — Venture Capital Units at $1.71 per Unit

☐ OPTION B: Convertible Promissory Note (8% interest, $250M valuation cap, 20% discount)

INVESTOR STATUS (Check all that apply):

☐ I am an ACCREDITED INVESTOR (as defined in Rule 501(a) of Regulation D)

SUBSCRIBER:

_____

Signature

Printed Name: _____

Date: _____

Address: _____

City, State, ZIP: _____

Email: _____

Phone: _____

[COMPANY Pages Follow]

COMPANY:

EARTHX® CORPORATION LTD.

_____

Signature

Name: A.Christopher St. Michael

Title: Founder, Chairman, CEO & CTO

Date: _____

COMPANY ACCEPTANCE

Investment Option: ☐ Option A (Equity) ☐ Option B (Convertible Note)

Investment Amount Received: $ _____

Price Per Unit (Option A): $1.71 per Unit

Units Issued (Option A): _____ Non-Voting Membership Units

Note Principal (Option B): $ _____

Note Interest Rate: 8% per annum

Investor Type: ☐ Accredited

Certificate/Note Number: _____

Acceptance Date: _____

Authorized Signature: _____

A.Christopher St. Michael, CEO

EXHIBIT A

INVESTOR QUALIFICATION QUESTIONNAIRE

[To be completed by Subscriber and returned with this Agreement.]

The purpose of this Questionnaire is to determine whether Subscriber qualifies as an accredited investor for purposes of Rule 506(b) of Regulation D under the Securities Act of 1933. All information provided will be treated confidentially.

ACCREDITED INVESTOR CRITERIA (Check all that apply):

☐ Individual with net worth (or joint net worth with spouse/partner) exceeding $1,000,000, excluding the value of primary residence.

☐ Individual with income exceeding $200,000 (or joint income with spouse/partner exceeding $300,000) in each of the two most recent years and a reasonable expectation of reaching the same income level in the current year.

☐ Director, executive officer, or general partner of the Company.

☐ Entity with total assets exceeding $5,000,000 not formed for the specific purpose of acquiring the Units.

☐ Entity in which all equity owners are accredited investors.

☐ Holder of a Series 7, Series 65, or Series 82 license in good standing.

ACKNOWLEDGMENT

Subscriber acknowledges that this offering is limited to accredited investors as defined in Rule 501(a) of Regulation D.

Subscriber Signature: _____ Date: _____

EXHIBIT B

RISK FACTORS DISCLOSURE

AN INVESTMENT IN THE UNITS OF EARTHX® CORPORATION LTD. IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER THE FOLLOWING RISK FACTORS BEFORE MAKING AN INVESTMENT DECISION. THE FOLLOWING RISKS ARE NOT EXHAUSTIVE.

1. Technology Development Company; Pre-Revenue Status.

EARTHX® Corporation Ltd. is a technology development corporation. The Company does not intend to commercially deploy, operate, or market its platforms directly to end users at this stage. The Company's strategy is to develop proprietary technology and intellectual property — including the CODEX™ AI Governance Substrate and 21 related platform architectures — and to seek the sale or licensing of that technology to qualified buyers. The Company is pre-revenue and pre-launch. The Company has reported net losses of ($342,330) for fiscal year 2025 and ($146,930) year-to-date through July 2, 2026.

2. Speculative Nature of Investment.

This investment is highly speculative. The Company's independent 409A valuation concluded a fair market value of $9,173,554 on a discounted, non-marketable, non-controlling basis. The entire investment thesis depends on a future IP sale, licensing transaction, commercial deployment, or IPO — none of which is assured. Investors should be prepared to lose the entire amount of their investment.

3. Illiquidity.

There is no public trading market for the Units, and none is expected to develop in the foreseeable future. The Units are restricted securities under the Securities Act. Any future liquidity event is uncertain in timing, structure, and probability.

4. Dilution from Future Issuances.

Investors' percentage ownership will be diluted by future issuances of Units. Sources of future dilution include: (a) the Founder IP Compensation program; (b) the 2025 Equity Incentive Plan (5,000,000 Units reserved, zero granted); and (c) future financing rounds. Founder IP Compensation tranches and Equity Incentive Plan grants are expressly excluded from anti-dilution protection.

5. Concentration of Management Authority.

The Company is managed by its Manager(s) under the Operating Agreement, with substantially all operational, financial, and strategic decisions made by the Founder and CEO, A.Christopher St. Michael, who holds 59.93% of outstanding Units and 51% voting control. Non-Voting Unit holders do not have voting rights except as required by law.

6. Intellectual Property Risks.

The Company's value is substantially dependent on its intellectual property portfolio. Provisional patent applications expire after 12 months if not converted to non-provisional applications, and there is no assurance that any pending application will result in an issued patent. Even if patents are granted, they may be challenged, invalidated, or designed around by competitors.

7. Regulatory and Legal Risks.

The Company's planned platforms operate across multiple regulated industries. The Company has not yet obtained any regulatory licenses or approvals. Regulatory compliance costs may be substantial.

8. Dependence on Key Personnel.

The Company is critically dependent on its Founder and CEO, A.Christopher St. Michael, who serves as the sole Manager, primary technologist, and architect of the IP portfolio. The Company does not currently maintain key-person life insurance on the Founder.

9. Valuation Premium.

The offering price of $1.71 per Unit (Option A) reflects a $250,000,000 pre-money valuation, which represents a significant premium to the Company's 409A fair market value of $9,173,554. This premium reflects the Company's assessment of its forward enterprise value based on its IP portfolio, competitive positioning, and market opportunity. Investors should carefully consider whether the premium is justified in light of the Company's pre-revenue status and the risks described herein.

10. General Economic and Market Conditions.

The Company's prospects are subject to risks arising from adverse changes in general economic and market conditions. The Company's ability to raise additional capital is not guaranteed.

INVESTOR ACKNOWLEDGMENT

By signing the Subscription Agreement, Subscriber acknowledges that Subscriber has received, read, and understands these Risk Factors.

Subscriber Signature: _____ Date: _____

Printed Name: _____