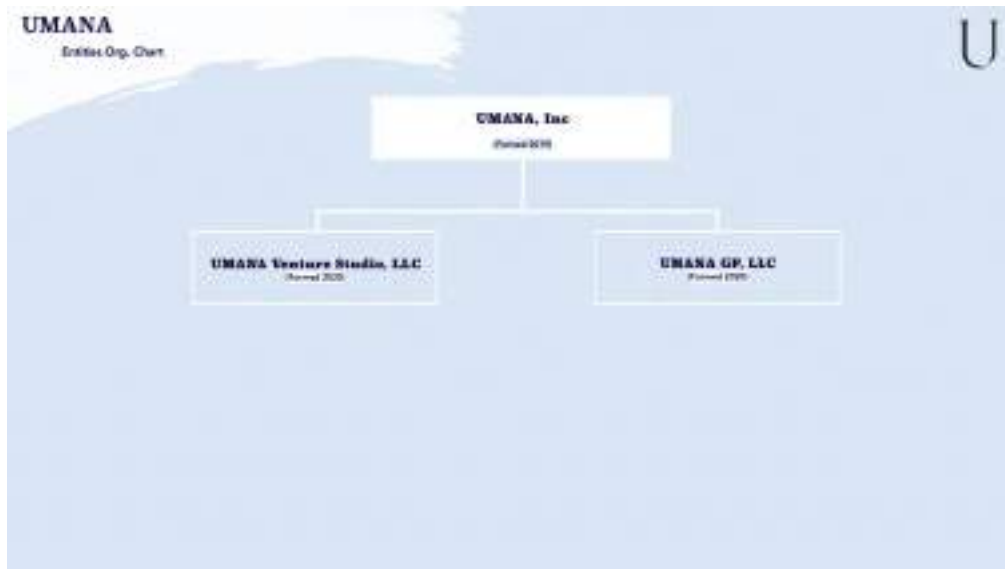
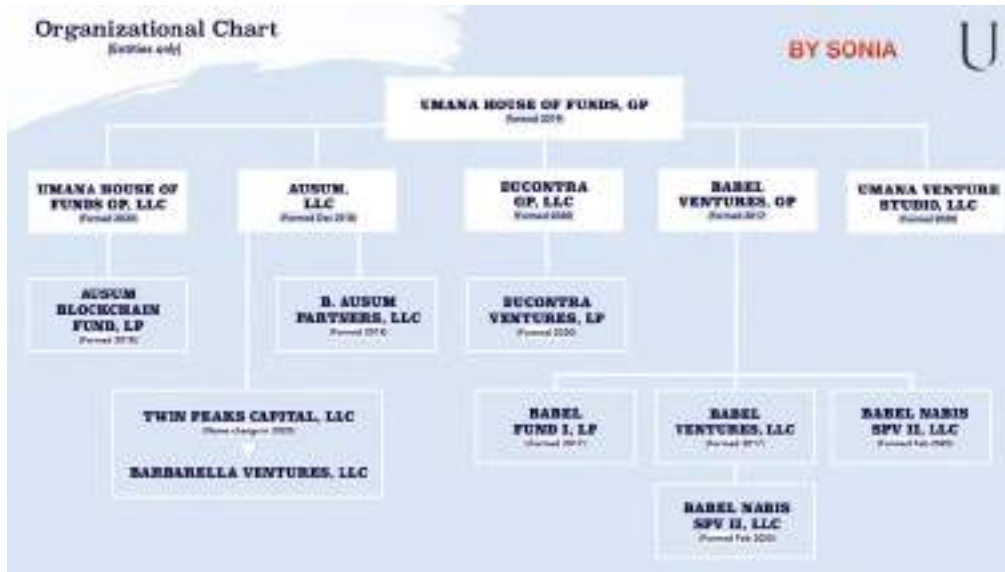


# **EXHIBIT A**

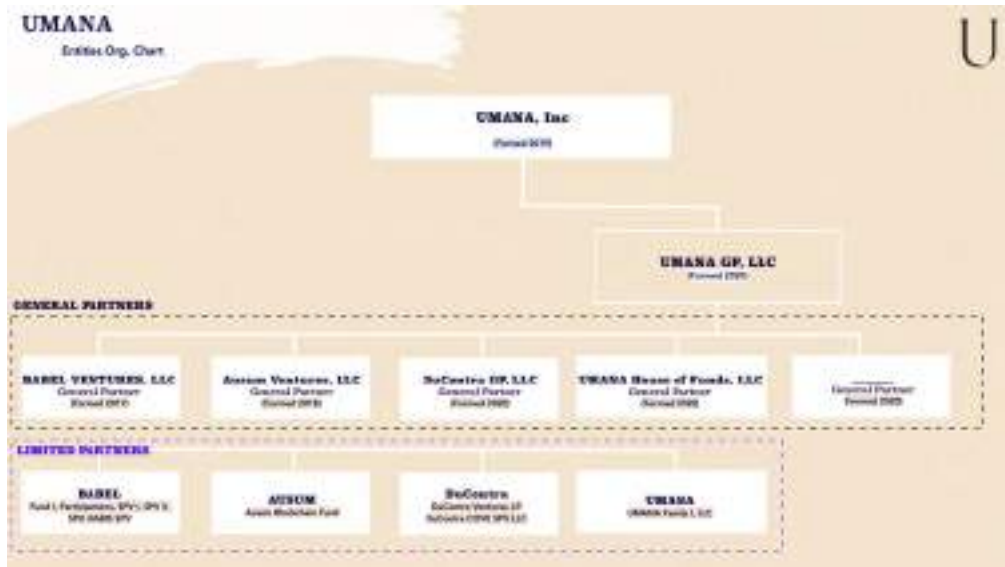
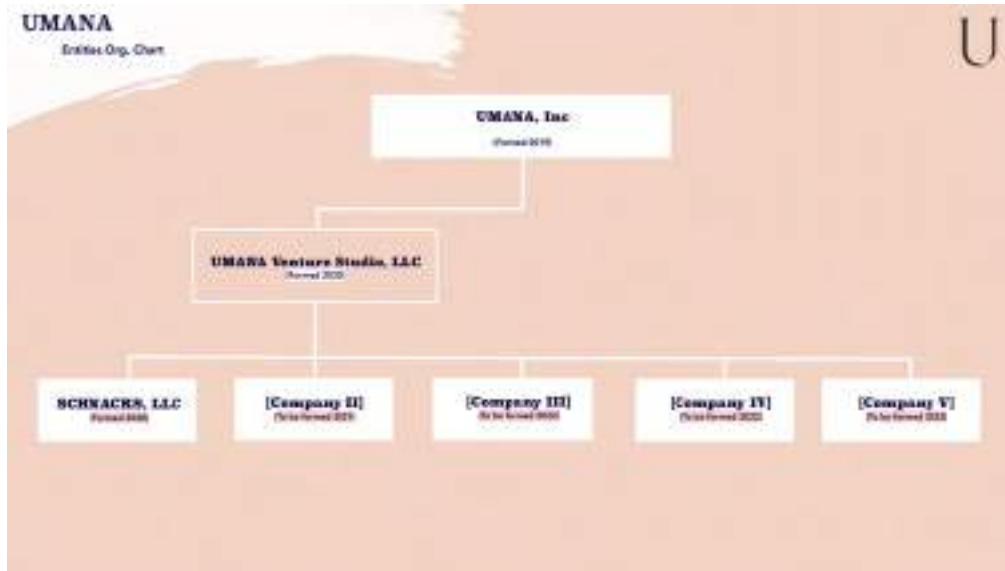
EXHIBIT A



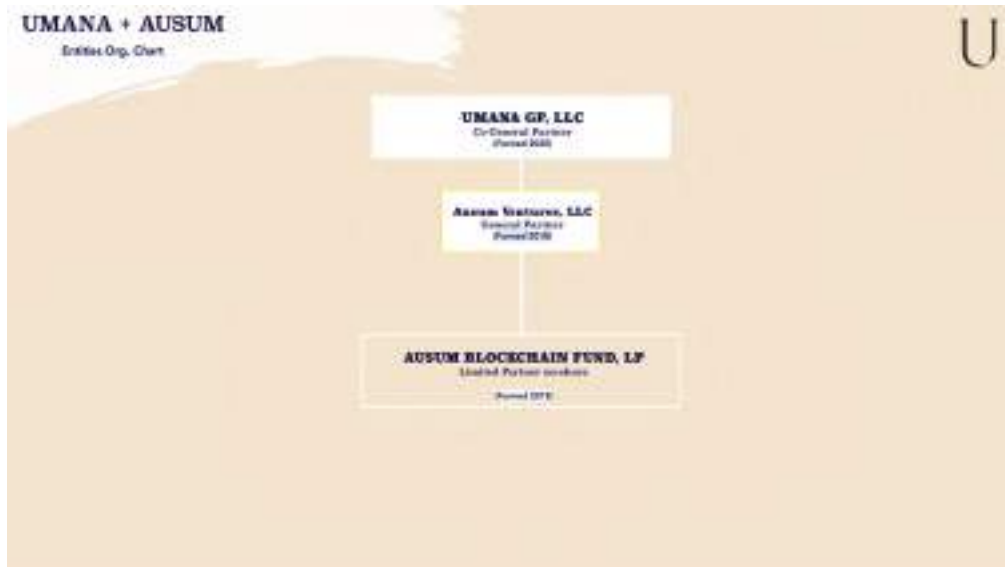
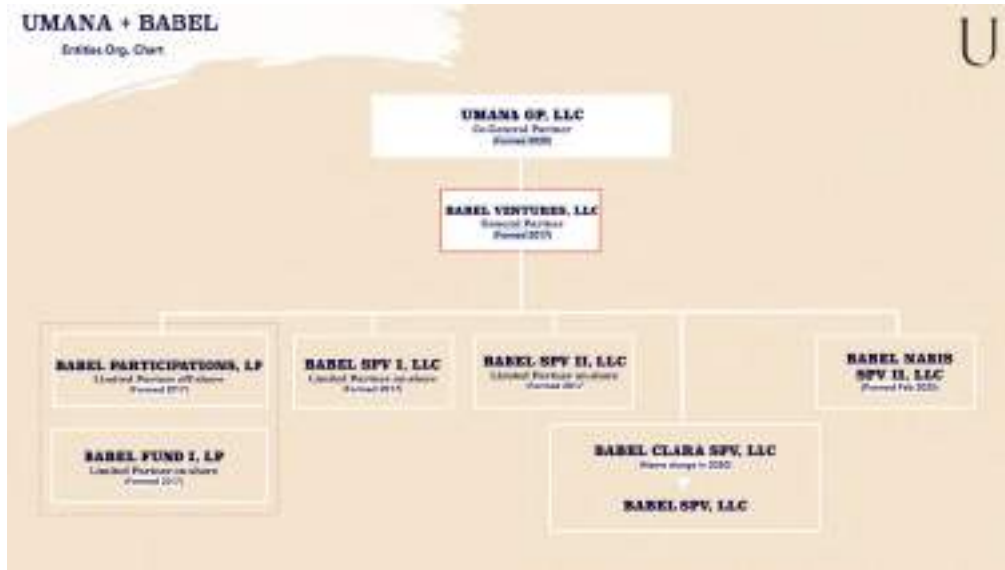
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# EXHIBIT A



# EXHIBIT A



# EXHIBIT A

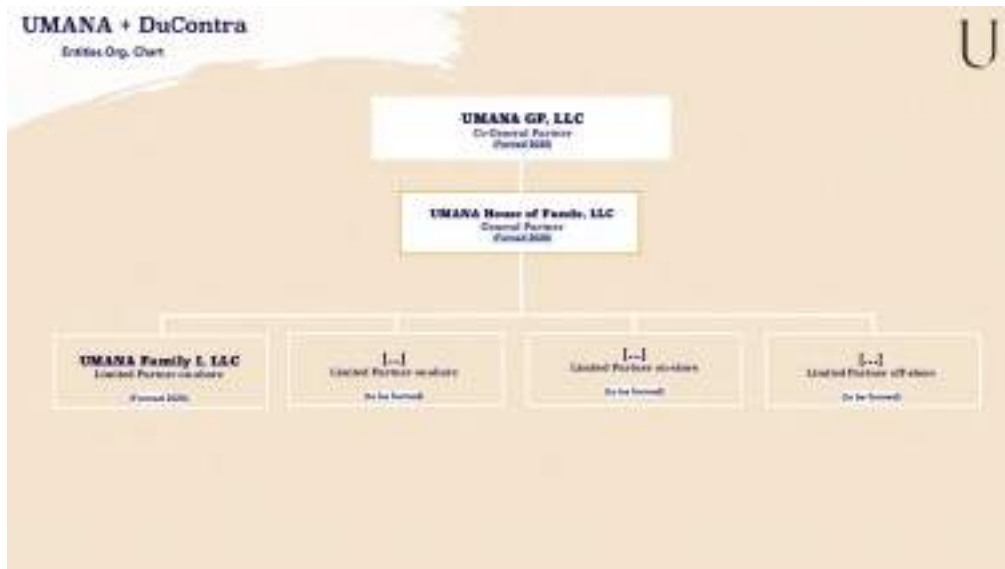
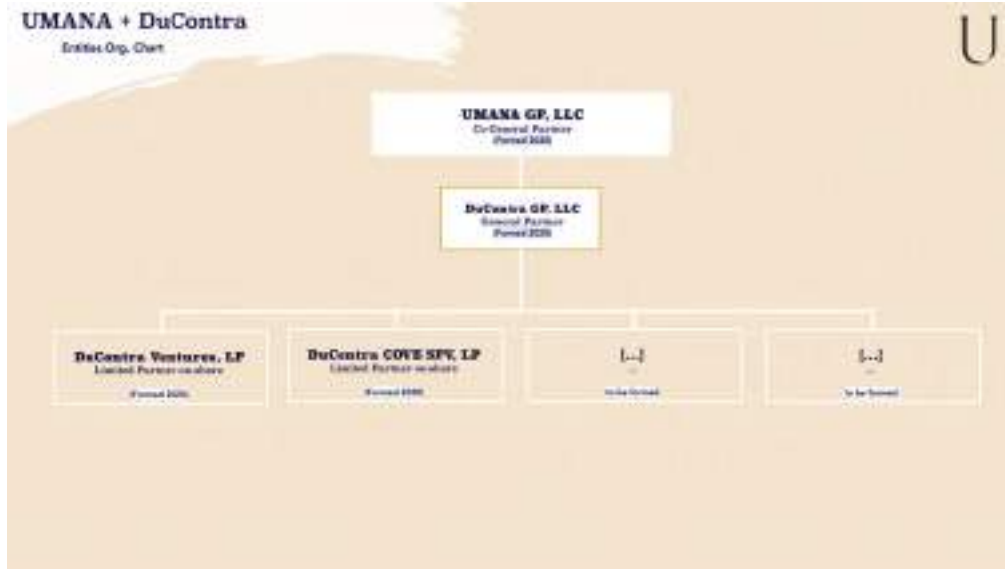


EXHIBIT A



# **EXHIBIT B**



## EXHIBIT B

The image is a screenshot of a DocSend document. At the top left, the DocSend logo is visible. The top right shows a navigation bar with '2 / 24', a hamburger menu icon, a plus sign, and a refresh icon. The document content is on a light beige background with a dark blue header area. The header contains the text '•DuCONTRA• VENTURES'. Below the header is the title 'UMANA & Deal Flow' in bold black font. The main body of the document contains three paragraphs of text.

**•DuCONTRA•  
VENTURES**

### **UMANA & Deal Flow**

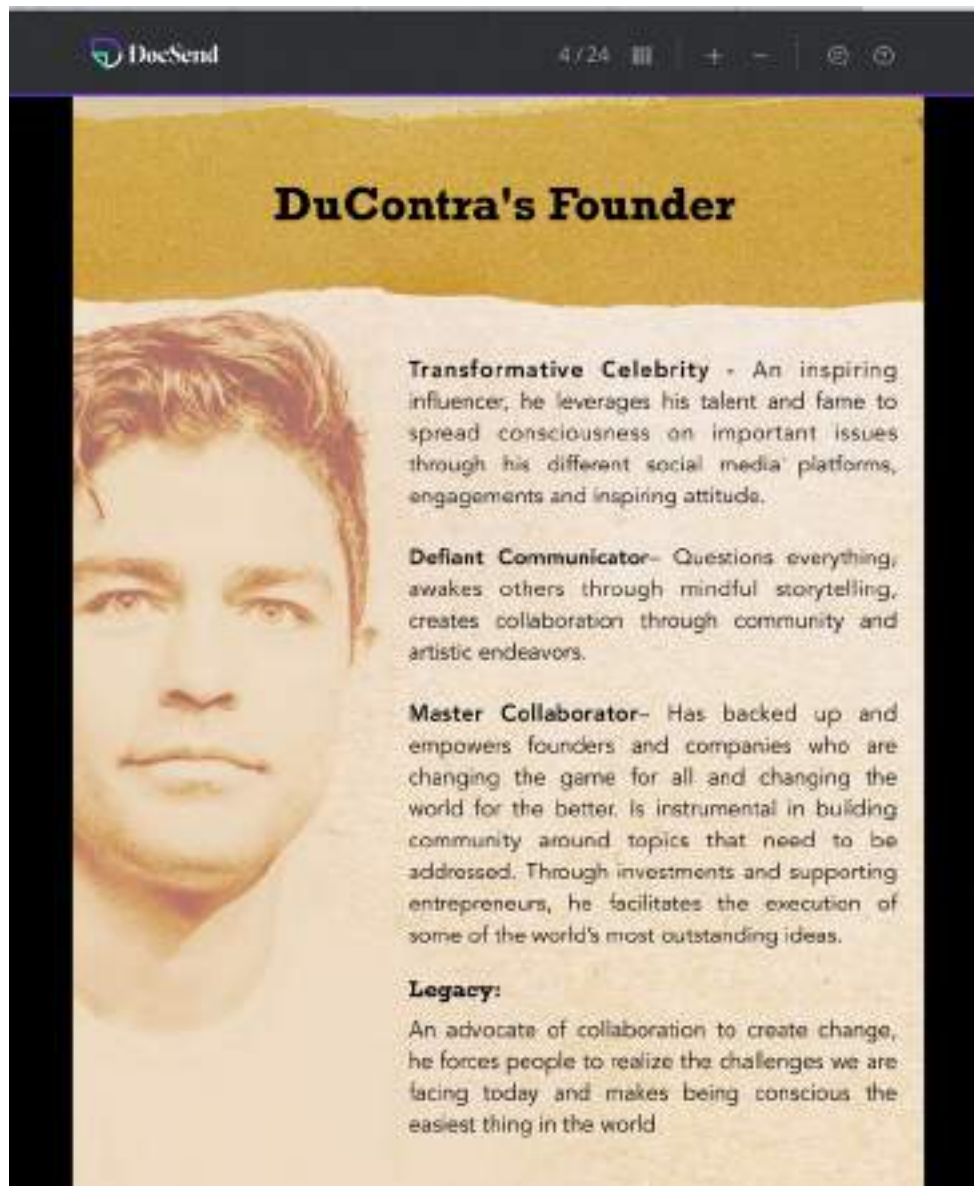
**UMANA, Inc** is a multi-family office based in San Francisco, CA, that focuses on serving HNWI (High Net Worth Individuals) with a net worth of \$1M to \$300M. UMANA serves some of the world's most powerful, influential and misunderstood individuals. From Silicon Valley Tech Founders, to influencers, Conscious Athletes & Celebrities, with the **mission of creating and redefining wealth.**

DuContra Ventures is Adrian Grenier's venture fund, co-founded and managed by UMANA.

UMANA manages DuContra's dealflow, operations, investment analysis and investment committee. Adrian usually gets a lot of solicitation for endorsement, advisory, investments in early stage companies that are supposed to be aligned with his legacy and/ or what he stands for.

UMANA is here to ensure DuContra and Adrian Grenier allocate time and capital in the most strategic way possible, while being aligned to his own values. For that matter, the DEEP DIVE acts as an in-depth analysis of the investment opportunity (due diligence) and offers a personalized opinion on why this investment is (or isn't) a good match for DuContra.

## EXHIBIT B



The image is a screenshot of a DocSend document. At the top left, the DocSend logo is visible. In the top right corner, there is a navigation bar showing '4 / 24' and several icons for zooming and navigation. The main content of the document is a page with a yellow header and a white body. The title 'DuContra's Founder' is centered in the header. On the left side of the page is a portrait of a man with short, wavy brown hair. To the right of the portrait are three paragraphs of text, each starting with a bolded title. The first paragraph is titled 'Transformative Celebrity', the second 'Defiant Communicator', and the third 'Master Collaborator'. Below these paragraphs is a section titled 'Legacy:' followed by a paragraph of text.

### DuContra's Founder

**Transformative Celebrity** - An inspiring influencer, he leverages his talent and fame to spread consciousness on important issues through his different social media platforms, engagements and inspiring attitude.

**Defiant Communicator**- Questions everything, awakes others through mindful storytelling, creates collaboration through community and artistic endeavors.

**Master Collaborator**- Has backed up and empowers founders and companies who are changing the game for all and changing the world for the better. Is instrumental in building community around topics that need to be addressed. Through investments and supporting entrepreneurs, he facilitates the execution of some of the world's most outstanding ideas.

**Legacy:**  
An advocate of collaboration to create change, he forces people to realize the challenges we are facing today and makes being conscious the easiest thing in the world

# EXHIBIT C

## EXHIBIT C



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

KEVIN KISH, DIRECTOR

### Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811  
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

December 5, 2024

Sonia Faizy  
188 King Street 401  
San Francisco, CA 94107

RE: **Notice to Complainant**  
CRD Matter Number: 202412-27291205  
Right to Sue: Faizy / Minuzzi et al.

Dear Sonia Faizy:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

**Pursuant to Government Code section 12962, CRD will not serve these documents on the employer.** You must serve the complaint separately, to all named respondents. If you do not have an attorney, you must serve the complaint yourself. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department

## EXHIBIT C



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

### Civil Rights Department

651 Battery Street, Suite 200 | Sacramento | CA | 95811  
1-800-685-1634 (voice) | 1-800-702-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

KEVIN KISH, DIRECTOR

December 5, 2024

**RE: Notice of Filing of Discrimination Complaint**  
CRD Matter Number: 202412-27291205  
Right to Sue: Faizy / Minuzzi et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department

## EXHIBIT C



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

### Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannon Street, Suite 200 | Sacramento | CA | 95811  
1-800-884-1684 (voice) | 1-800-733-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

December 5, 2024

Sonia Faizy  
188 King Street 401  
San Francisco, CA 94107

**RE: Notice of Case Closure and Right to Sue**  
CRD Matter Number: 202412-27291205  
Right to Sue: Faizy / Minuzzi et al.

Dear Sonia Faizy:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective December 5, 2024 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

CRD - ENF 80 RS (Revised 2024/05)

## EXHIBIT C



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

### Civil Rights Department

651 Bannon Street, Suite 200 | Sacramento | CA | 95811  
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711  
[calcivilrights.ca.gov](http://calcivilrights.ca.gov) | [contact.center@calcivilrights.ca.gov](mailto:contact.center@calcivilrights.ca.gov)

KEVIN KISH, DIRECTOR

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

# **EXHIBIT D**



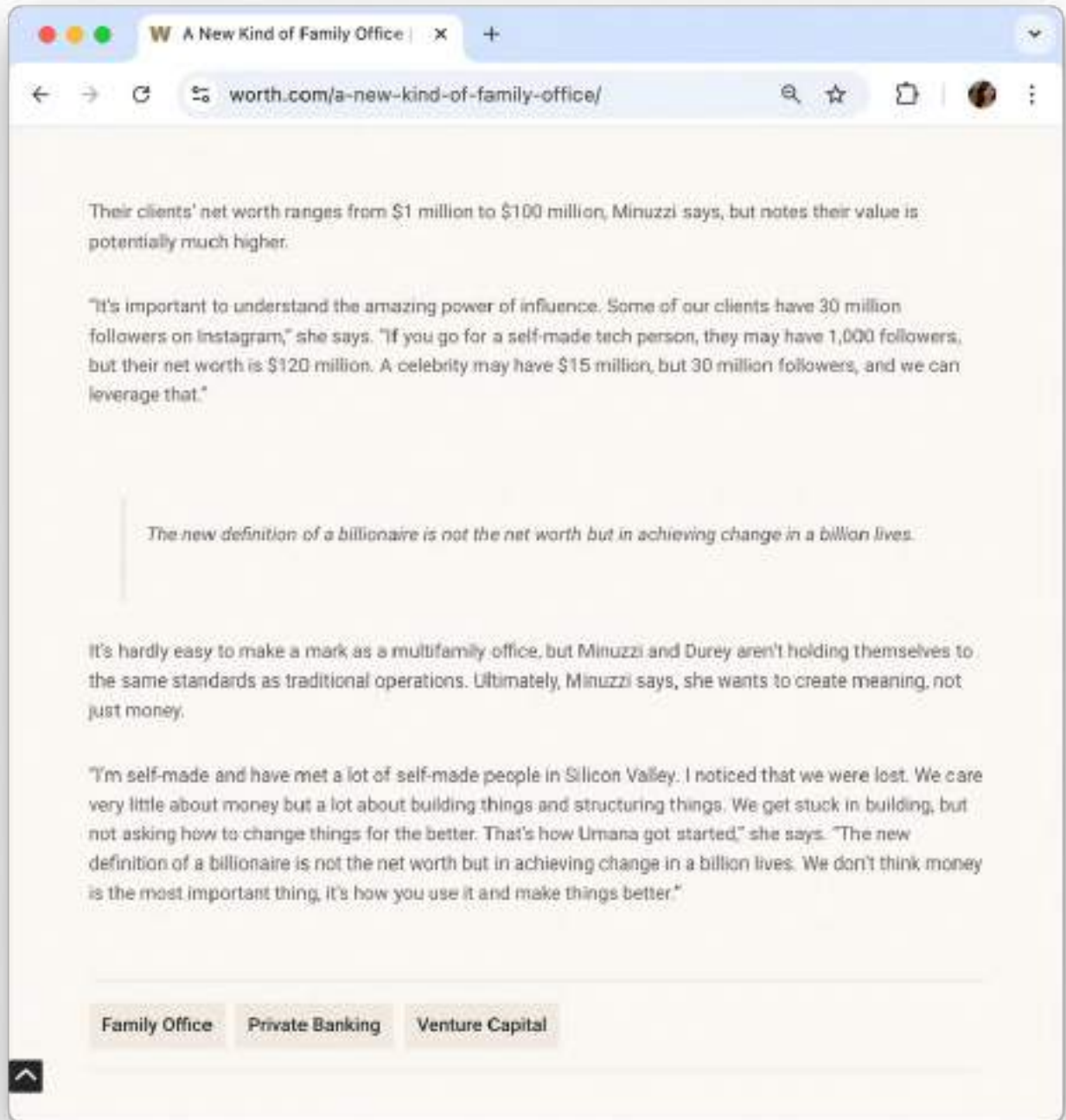
EXHIBIT D

<https://worth.com/a-new-kind-of-family-office/>

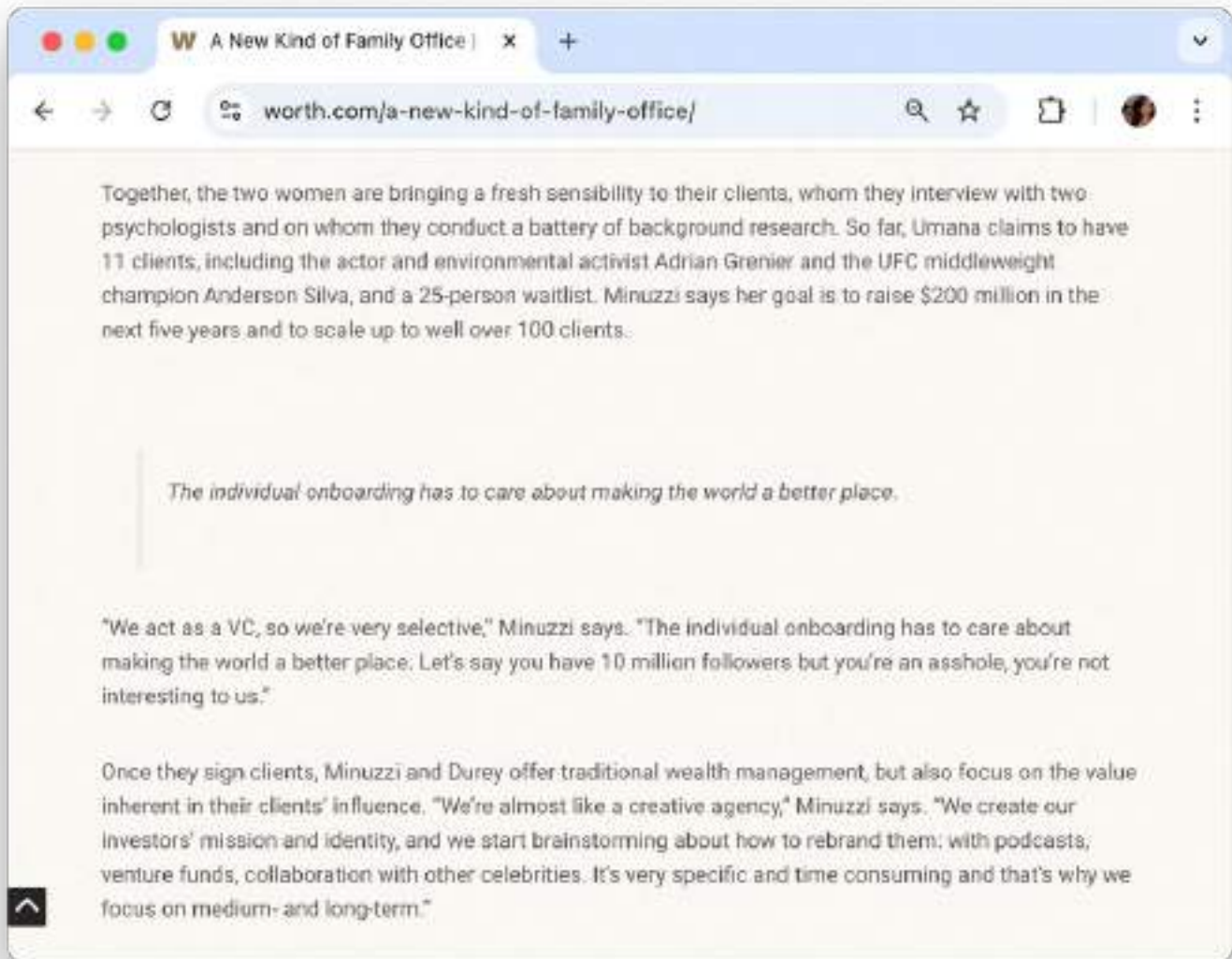


## EXHIBIT D

<https://worth.com/a-new-kind-of-family-office/>



## EXHIBIT D



# **EXHIBIT E**

# EXHIBIT E



Sonia Faizy

Assessment Date  
Report Date

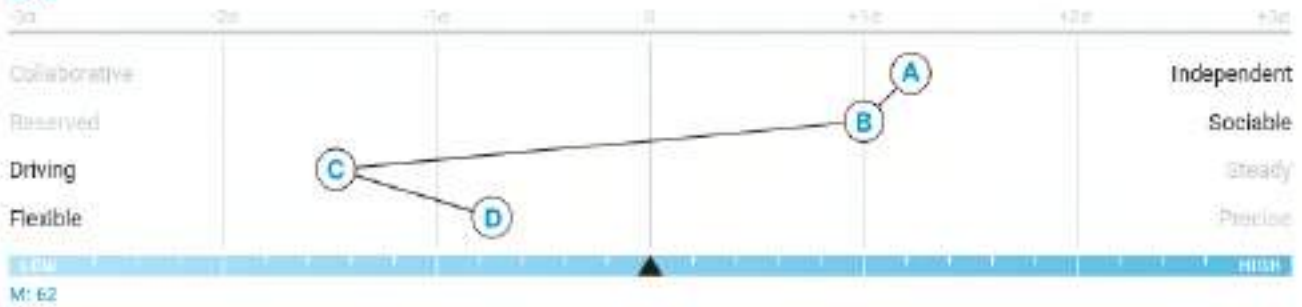
03/03/2020  
03/11/2020



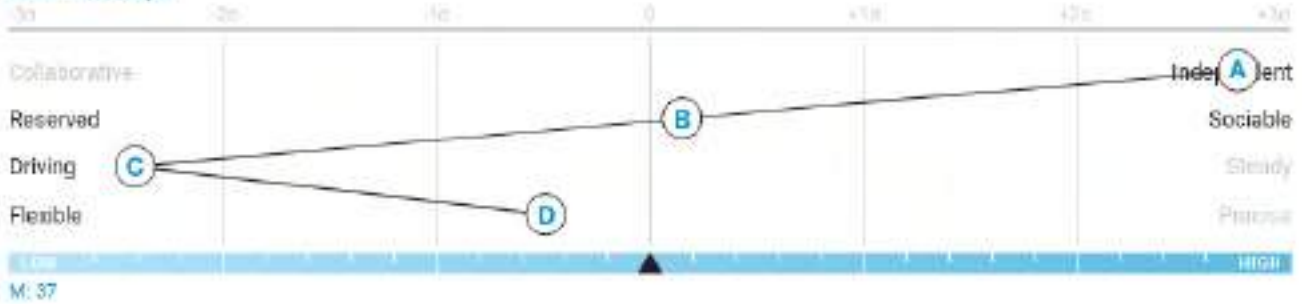
## Captain

A Captain is a problem solver who likes change and innovation while controlling the big picture.

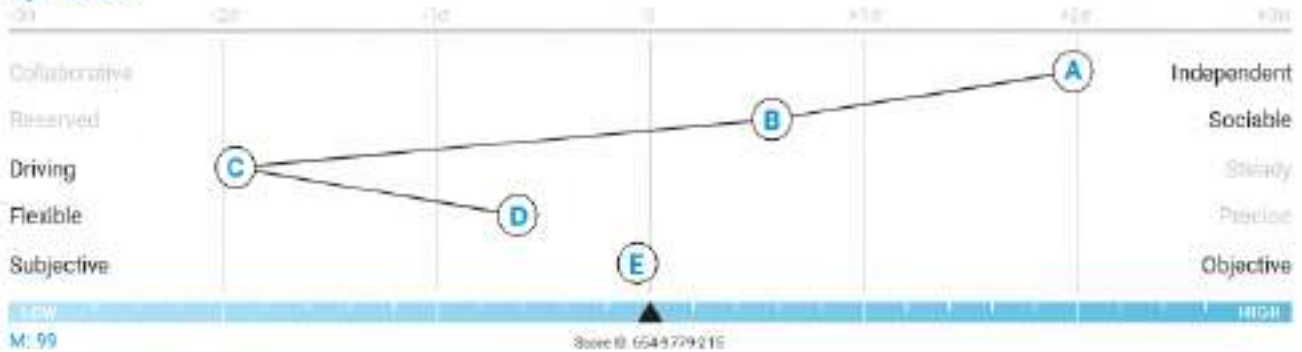
### Self



### Self-Concept



### Synthesis



## EXHIBIT E

### Strongest Behaviors

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Sonia will most strongly express the following behaviors:

- Proactivity, assertiveness, and sense of urgency in driving to reach personal goals. Openly challenges the world.
- Independent in putting forth their own ideas, which are often innovative and, if implemented, cause change.  
Resourcefully works through or around anything blocking completion of what they want to accomplish; aggressive when challenged.
- Impatient for results, puts pressure on themselves and others for rapid implementation, and is far less productive when doing routine work.
- Proactively connects quickly to others; open and sharing. Builds and leverages relationships to get work done.
- Comfortably fluent and fast talk, in volume. Enthusiastically persuades and motivates others by considering their point of view and adjusting delivery.
- Collaborative; usually works with and through others. Intuitive understanding of team cohesion, dynamics, and interpersonal relations.

### Summary

---

Sonia is a confident, independent self-starter with competitive drive, initiative, a sense of urgency, and the ability to make decisions and take responsibility for them. Can react and adjust quickly to changing conditions and come up with ideas for dealing with them.

Their drive is purposeful, directed at getting things done quickly. This individual responds positively and actively to challenge and pressure, and has confidence in their own ability to handle novel problems and people. An outgoing, poised person, a lively and enthusiastic communicator, tending to be a little more authoritative than persuasive in style. Talks briskly, with assurance and conviction and is a stimulating influence on others, while being firm, direct, and self-assured in dealing with them.

Distinctly faster-than-average pace of work, Sonia learns and takes action quickly. On the other hand, they'll become impatient and restless working repetitively with routine details or structured work and will delegate such work if possible. Follow up will focus on completion and accomplishment, rather than how things were done. With an interest in other people and their development, Sonia will delegate authority, limiting such delegation to those who can be trusted, and following up with pressure for timely results.

Makes decisions about people and situations quickly. Assesses what's generally going on, and rather than exhaustively research, pulls together the information at hand and takes forceful action. They're confident in assumptions about any missing information, and comfortable acting even in the absence of complete information. For this individual, continual progress towards the general goal is more important than always being exactly on track; course corrections will be made as necessary, when the time arises.

Self-assured, Sonia sets high standards of achievement, both personally as well as for teams and looks for opportunities to compete and to win. Venturesome, they are stimulated by new challenges and situations, and can generally be found driving to new horizons. Harbors strong personal and professional ambition.

## EXHIBIT E

### Management Style

---

As a manager of people or projects, Sonia will be:

- Broadly focused; attention is on where the team is going, and what goals are to be achieved, rather than on the specifics of how they will get there
- Comfortable delegating details and implementation plans
- Reluctant to delegate true authority; will discuss ideas with others, and is open to alternative viewpoints, but will only change opinions when an idea better helps the overall goal
- Quick to follow-up on delegated tasks, generally asking more whether it's finished than how it was accomplished
- Constantly looking to improve performance and ability to compete
- Inclusive and team-building
- Direct and quick to voice an opinion of how things are going.

### Influencing Style

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As an influencer, Sonia will be:

- Authoritative in guiding processes towards goals
- Driven to keep the process moving along as quickly as possible
- Willing to take risks such as experimenting with a new idea or concept
- Flexible in working with others to gain agreement in different, and possibly unique, ways
- Outwardly focused on the audience, intuitively reading them and adjusting style to meet their needs if it will help advance the process
- Comfortable and adept at influencing others about intangibles such as ideas or concepts.

### Management Strategies

---

To maximize effectiveness, productivity, and job satisfaction, consider providing Sonia with the following:

- As much independence and flexibility in activities as possible
- Opportunities to learn and advance
- Opportunities for expression of, and action on, ideas and initiatives
- Variety and challenge in responsibilities
- Opportunities to demonstrate skills, and recognition and reward for doing so
- Freedom from routines and repetitive details, balanced by accountability for results.

# EXHIBIT E

### SONIA FAIZY

This Personal Development Chart provides you with actionable insights based on your behavioral drives as measured by The Predictive Index. The Chart includes a description of your natural Strengths and respective Caution areas to consider. The Self-Coaching Tips provided can help you balance your most naturally occurring behavioral style in a variety of situations.

#### DOMINANCE (A) - The need to control

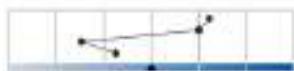
EXTREMELY	VERY	MODERATELY	MODERATELY	<b>VERY</b>	EXTREMELY		
<p><b>STRENGTHS</b></p> <ul style="list-style-type: none"> <li>·Understanding and collaborative</li> <li>·Accepting of others' decisions</li> <li>·Supportive management style</li> <li>·Interested in team welfare and development</li> </ul>		<p><b>CAUTIONS</b></p> <ul style="list-style-type: none"> <li>·May shy away from tough conversations</li> <li>·May have difficulty making unpopular decisions</li> <li>·May be seen as too cautious or not strategic enough</li> </ul>		<p><b>STRENGTHS</b></p> <ul style="list-style-type: none"> <li>·Drives change and challenges status quo</li> <li>·Seeks to lead and have an impact</li> <li>·Innovative, self-motivated</li> <li>·Able to think "big picture"</li> </ul>		<p><b>CAUTIONS</b></p> <ul style="list-style-type: none"> <li>·May be seen as overly aggressive</li> <li>·May intimidate rather than motivate</li> <li>·May have difficulty delegating authority</li> <li>·May appear to be tough-minded and directive</li> </ul>	
<p><b>SELF-COACHING TIPS</b></p> <ul style="list-style-type: none"> <li>·Shift your mindset from "I want to go along" to "I want to be fair"</li> <li>·Stand your ground when you know you're correct</li> <li>·Come to situations and meetings prepared to contribute</li> </ul>				<p><b>SELF-COACHING TIPS</b></p> <ul style="list-style-type: none"> <li>·Actively seek input from multiple sources</li> <li>·Practice active listening and allow people to express their opinions or ideas</li> <li>·Think before you speak; think of how your message will be received</li> </ul>			

#### EXTRAVERSION (B) - The need for social interaction

EXTREMELY	VERY	MODERATELY	<b>MODERATELY</b>	VERY	EXTREMELY		
<p><b>STRENGTHS</b></p> <ul style="list-style-type: none"> <li>·Creative, problem solver</li> <li>·Data driven, analytical</li> <li>·Thoughtful approach to communicating information</li> <li>·Reflective and introspective</li> <li>·Anticipates problems</li> </ul>		<p><b>CAUTIONS</b></p> <ul style="list-style-type: none"> <li>·May be slow to trust and reluctant to share until comfortable</li> <li>·Communication may be pointed or minimalist</li> <li>·May appear overly task-focused or remote</li> </ul>		<p><b>STRENGTHS</b></p> <ul style="list-style-type: none"> <li>·Motivating, stimulating communicator</li> <li>·People-oriented, sociable</li> <li>·Builds team cohesion and collaboration</li> <li>·Thoughtful delegator</li> </ul>		<p><b>CAUTIONS</b></p> <ul style="list-style-type: none"> <li>·May be too optimistic or overly trusting</li> <li>·May prioritize being liked or being the focus of attention</li> <li>·May appear overly talkative and superficial</li> </ul>	
<p><b>SELF-COACHING TIPS</b></p> <ul style="list-style-type: none"> <li>·Give presentations in your area of expertise</li> <li>·Initiate conversations or schedule time to speak with others</li> <li>·Create processes that encourage communication</li> </ul>				<p><b>SELF-COACHING TIPS</b></p> <ul style="list-style-type: none"> <li>·Allow others the opportunity to contribute and influence outcomes</li> <li>·Consider how much detail or tangible information is needed when communicating</li> <li>·Ask about potential problems or risks</li> </ul>			



Captain



**Use responsibly.** People are complex. This PI Insight is a helpful starting point, but there's more to this person and pattern than what's presented here. Contact a PI expert for additional insight.



PI Insights are great, but they're no substitute for the knowledge and hands-on experience gained by attending a PI workshop. Contact your PI Consultant or visit [www.predictiveindex.com](http://www.predictiveindex.com) to learn more.



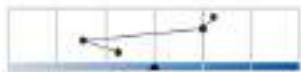
SONIA FAIZY

PATIENCE (C) - The need for stability

EXTREMELY	VERY	MODERATELY	MODERATELY	VERY	EXTREMELY
<p><b>STRENGTHS</b></p> <ul style="list-style-type: none"> <li>Proactive and results-oriented</li> <li>Able to deal with time pressure</li> <li>Able to deal with variety and change</li> <li>Multitasker, able to juggle priorities</li> </ul> <p><b>CAUTIONS</b></p> <ul style="list-style-type: none"> <li>May appear to be terse; "cut to the chase"</li> <li>May tend to be intolerant of delays especially when impacting results</li> <li>May become frustrated in stagnant environments</li> </ul> <p><b>SELF-COACHING TIPS</b></p> <ul style="list-style-type: none"> <li>Reflect on situational urgency - does everything need to be done right now?</li> <li>Recognize that people have different paces and manage expectations</li> <li>Honor priorities and see initiatives through to completion</li> </ul>		<p><b>STRENGTHS</b></p> <ul style="list-style-type: none"> <li>Calm and stable</li> <li>Thoughtful listener</li> <li>Builds solid group processes</li> <li>Gives people time to process</li> </ul> <p><b>CAUTIONS</b></p> <ul style="list-style-type: none"> <li>May appear uncomfortable with change</li> <li>May appear to over-analyze situations or be too cautious</li> <li>May have difficulty under time pressure</li> <li>May be too comfortable with the familiar and slow to adopt new ideas</li> </ul> <p><b>SELF-COACHING TIPS</b></p> <ul style="list-style-type: none"> <li>Clarify timelines and focus on "when"</li> <li>Manage time wisely - start early and leave time for the unexpected</li> <li>Keep others informed when progress is made</li> </ul>			

FORMALITY (D) - The need to conform

EXTREMELY	VERY	MODERATELY	MODERATELY	VERY	EXTREMELY
<p><b>STRENGTHS</b></p> <ul style="list-style-type: none"> <li>Flexible approach to most situations and people</li> <li>Able to delegate details easily</li> <li>Adept at changing organizational needs</li> <li>Deals well with ambiguity</li> </ul> <p><b>CAUTIONS</b></p> <ul style="list-style-type: none"> <li>May provide limited follow up or attention to detail</li> <li>May not adhere to structure or direction</li> <li>May appear to others as too casual or uninhibited</li> </ul> <p><b>SELF-COACHING TIPS</b></p> <ul style="list-style-type: none"> <li>Seek data to support your decisions</li> <li>Evaluate decisions from multiple perspectives or partner with someone who can provide a balanced view</li> <li>Respect questions others have about "how" things will be done</li> </ul>		<p><b>STRENGTHS</b></p> <ul style="list-style-type: none"> <li>Strong discipline and execution</li> <li>Builds structure and respect for the plan</li> <li>Focuses team on how to get things done right</li> <li>Organized and thorough follow-up</li> </ul> <p><b>CAUTIONS</b></p> <ul style="list-style-type: none"> <li>May be uncomfortable in ambiguous situations</li> <li>May struggle with situations that call for flexibility</li> <li>May be seen as a perfectionist</li> </ul> <p><b>SELF-COACHING TIPS</b></p> <ul style="list-style-type: none"> <li>Learn how to move forward when "enough" information is available</li> <li>Ask yourself: Is it worth this much time?</li> <li>Recognize and respect flexibility shown by others</li> </ul>			



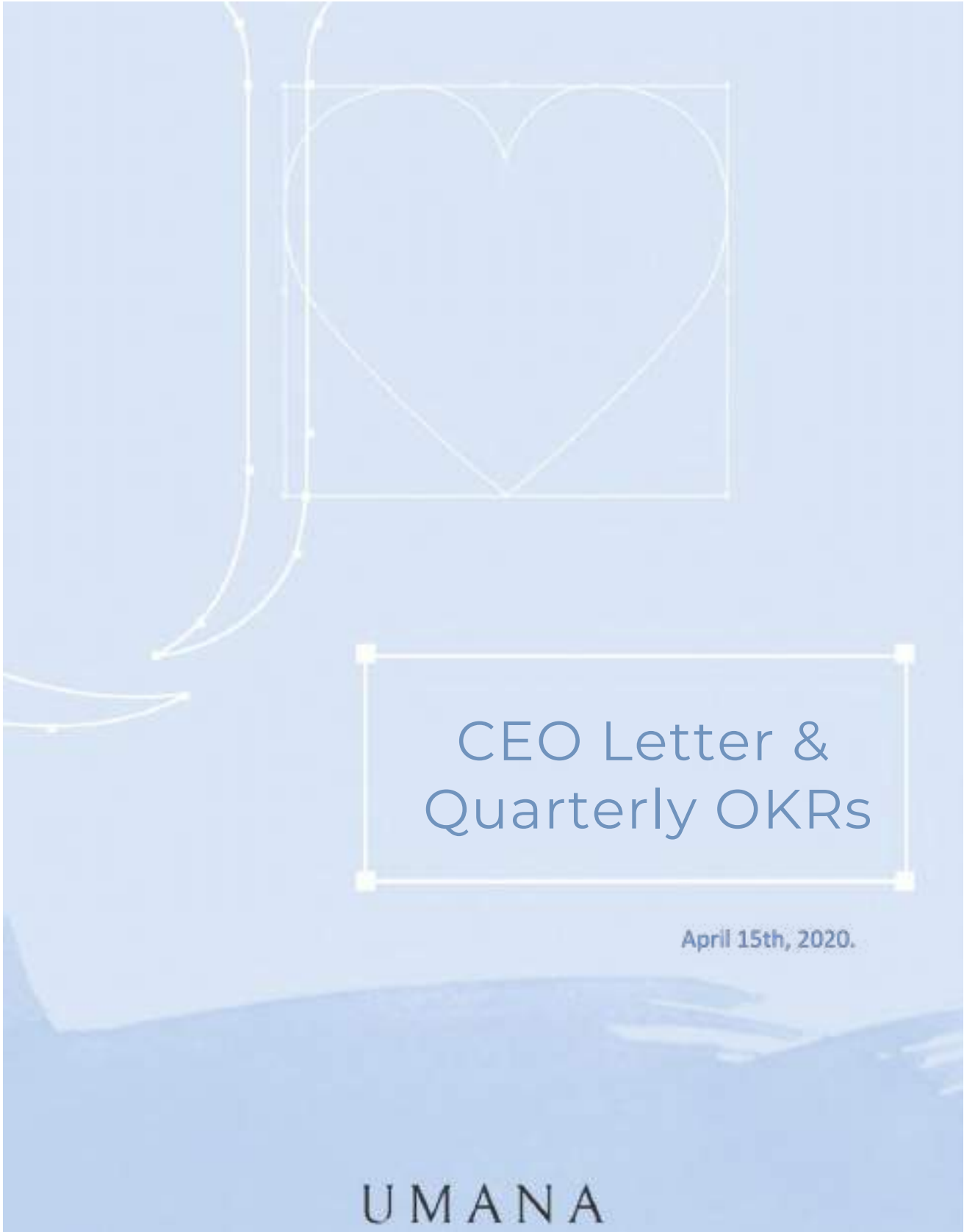
**Use responsibly.** People are complex. This PI Insight is a helpful starting point, but there's more to this person and pattern than what's presented here. Contact a PI expert for additional insight.



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# **EXHIBIT F**

EXHIBIT F



CEO Letter &  
Quarterly OKRs

April 15th, 2020.

UMANA

## EXHIBIT F



April 15th, 2020.

# Hey Fam,

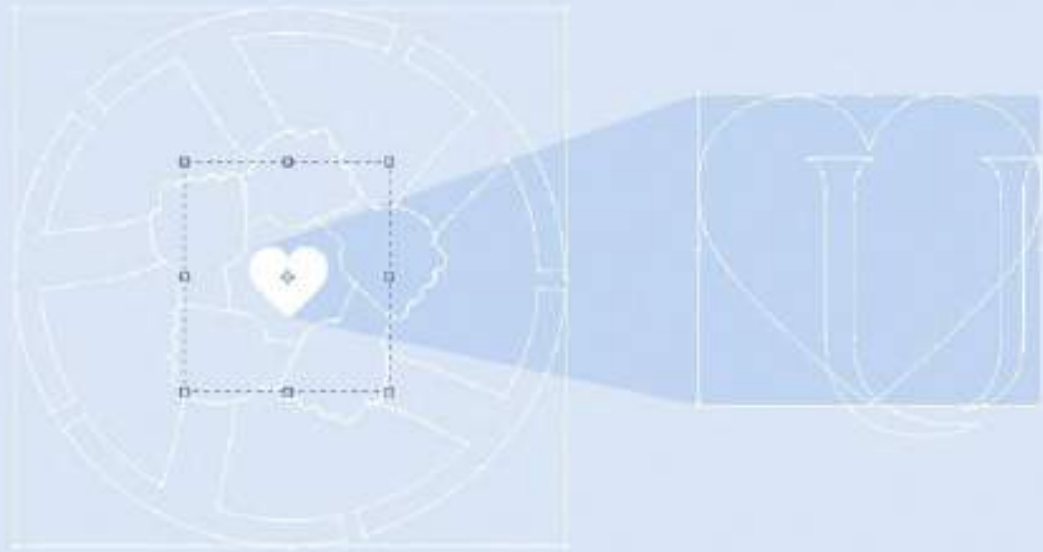
➔ What an intriguing new decade we all find ourselves in. In the last month our lives have been turned upside down with the spread of COVID-19. Luckily, at UMANA, we are off to some extremely exciting opportunities and thanks to every single one of you, we will be able to navigate this wild time with confidence and optimism.

Although the times ahead can be extremely opportunistic for those who have patience, attitude and a strategic vision, I can't help to think of the inequity that exists on our Planet, especially during the current crisis and what's ahead of us. We are all extremely fortunate, and I really mean it, **every single one of us, part of UMANA Family, come from a place of abundance, true wealth! We are healthy, well-loved, have a home and work in a place that connects us with a bigger purpose, we bond because we care. We care about doing good and leaving our mark in the world.** I'm sure that the same way as me, you couldn't help but think of all the people who don't have the foundation and conditions that we have, hopefully humanity is getting some perspective and will come back driven by a call to action, not accepting the status quo of our society. Ideally like us, they will understand the importance of REDEFINING WEALTH, and living a life driven by true purpose, meaning.

As you all know, I always be a BIG optimist, and I truly believe 2020 will still be a year of great returns for all of us. The decisions we make today and actions we take now will have a long-term effect on the trajectory of our overall society and our own lives.

## EXHIBIT F

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I'm very conscious of how privileged we are and with privilege comes RESPONSIBILITY, yes, responsibility to do more. In the upcoming week I will be strategizing for us our new OKRs, and have in mind I will be thinking a way ahead, my mind is more concerned on the real impact we, UMANA, can achieve in the next 10 to 20 years than the short outcomes, but I understand we are all young, vibrant and we are driven by our bold dreams.

I also understand that financial freedom is important for every one of you reading this letter, along the years I expect that the exposure you are getting to our deal-flow, strategies, actions, will inspire you to take action in your own portfolios, investments and donations and achieve the abundance you want for your lives. Some of you will become partners, others will get substantial commissions, carries and so on! I'm striving to build a company that has as one of our core valued: transparency.

All the documents, conversations, are accessible to anyone at Monday.App. So please, be curious, hungry to learn, proactive, collaborative and bold! I'm sure you will start noticing how many amazing opportunities we are exposed at our boards which you can always offer to get involved and see what happens. Looking forward to see what the future holds for every single one of us.

We're all in this together!

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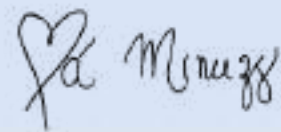
## EXHIBIT F

Oh and just one more thing before moving any further, I want to thank YOU for being in this journey with me, we are all going through a lot of learning, growth and uncertainty, but I have to say, not even in my best dream I have seen such a proactive team. As things started getting blurry in the past couple of weeks, I've seen an amazing increase of commitment from most of you. It made me realize how engaged you are with the company, it's beautiful and inspiring!

Little by little we've been making a lot of progress on a few fronts and I've highlighted our progress to date following the 100 days OKRs I've created back in January.

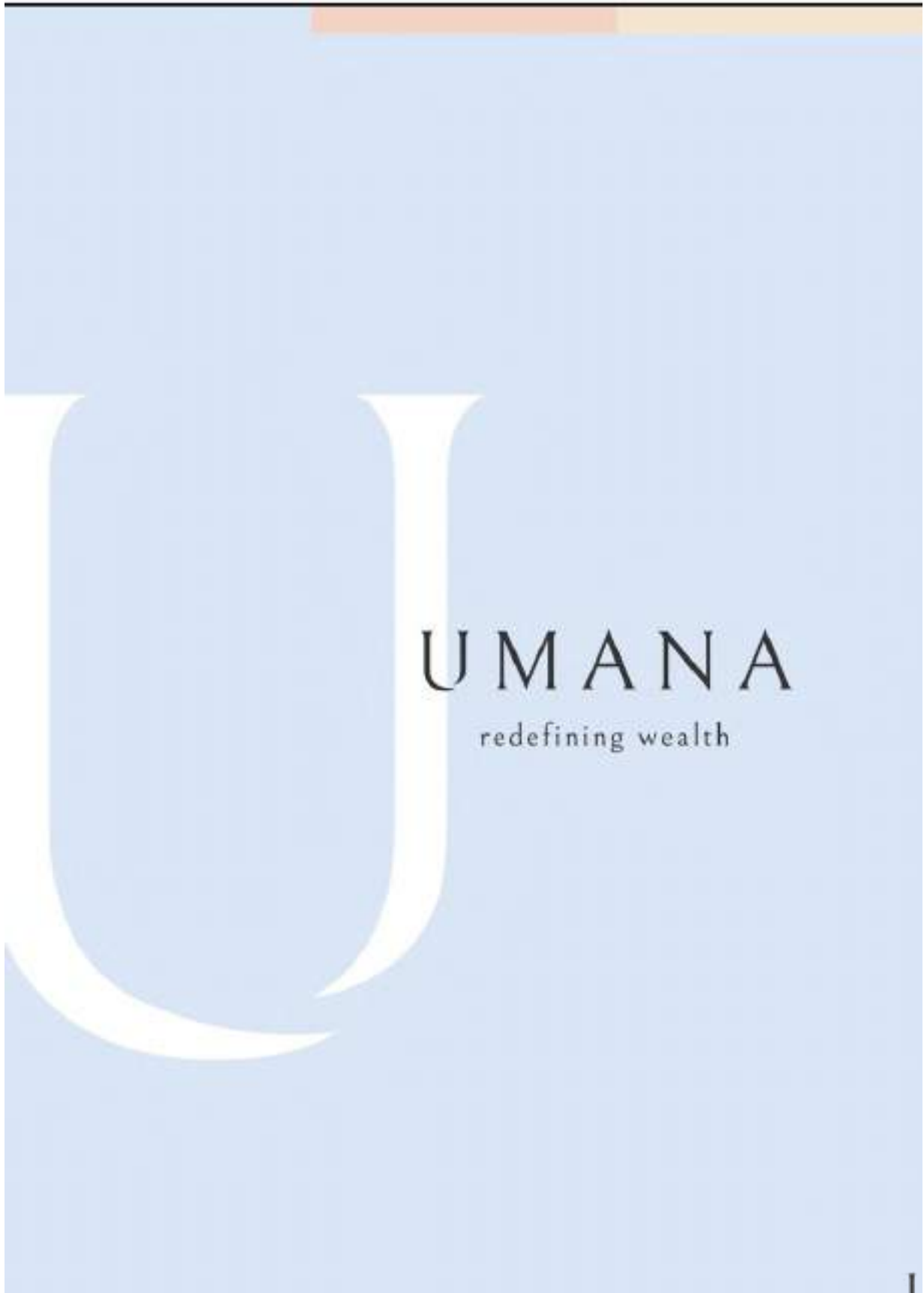
Stay focused and productive!

Spread the light,



UMANA  
redefining. wealth

EXHIBIT F



## EXHIBIT F



OKR 1: We plan to succeed in structuring UMANA in 3 pillars multi-family office, as measured by:

1. Dividing UMANA in 3 core business;
2. Structuring the two new divisions as sub brands;
3. Creating a first draft of what 2020 would look like for each division;

We had planned to achieve it on April 1st, 2020.

We've achieved this OKR as planned. Comments of each Key Result below:

1. As you've all probably noticed, we've been smoothly establishing UMANA in 3 different fronts: [UMANA, Inc](#) a multi-family office based in San Francisco, CA, serving HNWI (High Net Worth Individuals) with a net worth of \$1M to \$300M. UMANA serves some of the world's most powerful, influential and misunderstood individuals . From Silicon Valley Tech Founders, to Influencers, Conscious Athletes & Celebrities, with the mission of redefining and creating wealth.
- [UMANA GP, LLC \(UMANA House of Funds\)](#) is the General Partner of the multiple investment vehicles and funds that we create in-house with and for our family members. UMANA GP is a full-service fund operations platform owned by UMANA, Inc. SPVs. A SPV is an investment vehicle created to make a single investment. They are led by UMANA and our reputable investors, and backed by sophisticated angels and experienced investors. SPVs are private. Investors can participate by invitation only. Venture Funds. Our venture funds are investment funds tailored to our family members who seek to get more exposure to tech investments as well as impact investing. Each fund is created based on the family member's "Wealth Redefinition" and legacy goals.
- [UMANA Venture Studio, LLC](#) is a mix of creative agency, venture capital fund and impact consulting firm. We join forces with early-stage startups and their founders, co-creating conscious brands. UMANA Venture Studio rethinks the mission of the company making sure it's aligned with the SDGs - then we design, strategize, match with influential celebrities, co-build and invest. We transform ideas into scalable businesses. We are a venture studio, we build impact-driven communities and companies. We haven't fully achieved this but I'm proud of how far we've become already. I have a way more clarity now than I had in January and feel confident that we are going in the right direction. Back in January I created a first draft of what would be included in our roadmap, was just an idea to guide my thoughts, but it's cool to look back and see that in such a short period of time we made great moves, eliminating some of the ideas and achieving some of the projects I was envisioning back then. [Here is the roadmap](#).



## EXHIBIT F



OKR 2: We plan to succeed in better serving our 5 family members, as measured by:  
1. Truly connecting with each of them; 2. Creating and deploy one specific strategy per client; 3. Listening and refining the strategy that has been created per client.

We had planned to achieve it on April 1st, 2020.

We've achieved this OKR as planned. Comments of each Key Result below:

1. UMANA's mission is to "REDEFINE WEALTH". My main belief when founding this company was that "The more influential you are, more power you have the bigger responsibility is." Real power has always been in the hands of very few people and we are now seeing some hope, it's still super concentrated, what is changing that brings hope is the mindset of some of these extremely influential folks and wealth holders. The importance of this Key Objective is key for our company to succeed. Listening to and understanding our family members, their vision of the world, we can little by little be part of the change, we can guide them in better decisions and educate them to educate their audiences about specific matters. Out of 5 family members, 3 of them were familiar with the SDGs before working with UMANA. These five family members are serving UMANA as a case study. We are trying to prove that what we are doing for each of them, can be replicable, and if my assumption that these influential do care about doing good, and the only thing that is missing for them is guidance and structure. Oh well, if this assumption is correct and we can validate through them, we will be onboarding new family members by Q4/2020. Doors keep being opened on a monthly basis. I've never been introduced to so many influential names, and everyone seems to need what we are offering. I've been super focused on pacing the company, it's tempting to on-board other family members, but we are not ready yet, we are experimenting, learning and deploying multiple strategies for each person.
2. **Adrian Grenier:** Structuring DuContra Ventures and personal branding strategy.  
**Anderson Silva:** Structuring Spider Ventures and personal branding strategy.  
**Jeremy Gardner:** Offering support on this personal development, radical change in his lifestyle, where guided by UMANA, he has gone through a spiritual journey with plant medicine (Ayahuasca), started seeing a therapist and diagnosed bipolar and is now on a healing program.  
**Marcelo Valente:** Structuring his first SPV: BABEL NABIS SPV, LLC. Offer support on fundraising and closing investors.
3. Ryan Bethencourt: I didn't have a plan for Ryan and still don't have. Being mainly trying to understand where we could add value to him through WildEarth. Doing that carefully and already adapting each family member's strategy and new demands and you will be in our new OKRs for the next 100 days.

## EXHIBIT F



OKR 3: We plan to succeed in having UMANA's files in order, as measured by:

1. Creating a filing system
2. Organizing GDrive and DocSend
3. Structuring Monday.App aligned with GDrive

We had planned to achieve it on March 15th, 2020.

We've achieved this OKR as planned. Comments of each Key Result below:

1, 2 and 3. Wow, I can't not compliment Diego enough on this task. Team! You have no idea how focused Diego has been since January to get this filing system structured. He has been doing a PHENOMENAL job! Before Diego, we had multiple hires working on this vertical, and what they left behind for Diego to organize was exhausting. Sometimes we would find the same document saved 5 times, in different folders and different names, making it almost impossible to find accurate documents. In terms of compliance it was getting extremely challenging to be on top of things. Without this division in order, we would not be able to even think of on-boarding new clients or launching new funds/ SPVs.

If I were to try to share with you specifically all the work Diego accomplished I would need a few days to cover all the details.

---

*Thank you note for you Diego! I'm so proud of your achievements!! You joined our team in August 2019 without any exposure whatsoever to the venture capital, wealth management or investment industry, you knew it would be challenging but I'm sure you had no clue how much learning you would be going through. It's pretty fascinating to me to your level of commitment and growth.*

*I can't thank you enough. Some types of work can be boring, I noticed that you switched your attitude, if at some point you are thinking organizing all these were kind of unnecessary, suddenly you understood WHY, you got to learn how important were your tasks and how important were you for the company. Today you are a fundamental part of our team. I can't wait to see what the future holds for us.*

\*Diego had a 20% salary increase in April.

““Hard work works harder than luck!””.

## EXHIBIT F



OKR 4: We plan to succeed in validating the creation of a personal branding strategy for our family members as measured by:

1. Using myself as pilot project before asking the family members to do the same
2. Testing the services of the professional Anastasia Blackman to be the person responsible to create that blueprint and strategy
3. Create a 30 to 90 days instagram plan and deploy the strategy
4. Create new website and media-kit

We had planned to achieve it on Feb 15th, 2020.

We've achieved this OKR as planned. Comments of each Key Result below:

1. I'm a big believer in the importance of having skin in the game in any endeavor you do in life. As you start paying attention, you will notice that apply in every single aspect of our Company. I would never ask a family member (client or team) to do something that I wouldn't be willing to do. In order to establish real trust, it is very important to do things that way. As we all know, instagram is a very personal tool, and not everyone is open to "revamp" it, follow guidelines, in order to communicate a specific voice and tone. If our family members will be getting advisory shares in exchange for posts, I believe they should use their voice genuinely and in a way that can spread a message for something that truly matters to them. Letting myself be "tested" as the pilot project was an important move to see how a family member would feel when working with Anastasia. Anastasia process consisted in: Had to fill out a questionnaire called "[Personal Brand Discovery](#)";
2. Brand Discovery (2-hour meeting-interview): To create a brand strategy, where she gave me
  - ideas on a visual story, she needed a more specific and deep understanding of my brand purpose, values, and message. So based on my answers, she would put together more questions to understand who I am and what my brand stands for. We've also talked about my target audience, platforms for brand exposure, and frequency of posts to establish the brand.
  - Story board: During the second meeting, she presented pictures and photos, suggestions on colors, fonts, style, objects, and locations that would instantly tell my story and brand statement to my audience. She explained how visual storytelling works and how to communicate your brand without words. You will be able to make corrections and suggestions, that's how we would make sure that my brand will stay authentic. After that, she would have enough info to work on my Brand Blueprint.

## EXHIBIT F



Blueprint: It's a PDF document with my Brand strategy: statement, message, colors, style, and ideas for a visual story that shows who I am and what I stand for. This Blueprint would help me to keep the consistency and integrity of my brand. Using it as a guide and showing it to every person who creates content for my website, cards, photos, posters, etc. Following that strategy and keeping it consistent will build recognition and establish my brand. Here was the first version of the [blueprint strategy](#);

3. Anastasia did create an instagram plan for me to post in 12 weeks, I ended up only doing 8 weeks. To be sincere, I felt that it was quite overwhelming to be posting 5 times a week, answering messages (that were not important) and having all that exposure did not make sense to me. As an experiment I realized that this was EXTREMELY important. Is very easy to ask a client to post pictures in a certain way and frequency without really understanding what that means, and feeling it on my own skin was super helpful to create more empathy in this process, from the strategy, to the photoshoot and deployment, everything was a big lesson. If you go to my [instagram](#) you will see that all the posts of 2020 were under Anastassia's plan.

4. The new website embracing this new storytelling was launched earlier this year, You can check it out [here](#).

## EXHIBIT F



OKR 5: We plan to succeed in creating a personal branding strategy for our family members, as measured by:

- 1 Adrian going through Anastassia's 4 steps process and deploying strategy
- Anderson going through Anastassia's 4 steps process and deploying strategy
- 2 Jeremy going through Anastassia's 4 steps process and deploying strategy

3 We had planned to achieve it on April 15th, 2020.

We've achieved this OKR for some of the family members as planned and failed for Anderson Silva. Comments of each Key Result below:

1. In early January Adrian and Anastasia had their first meeting at UMANA's home. Anastasia had the chance to do ask the get the answered for the questionnaire in a 3 hours "interview". Important to note that it takes time for our clients to establish trust, Adrian was not super open during most of the conversation but Anastasia had patience and made it work. Adrian approved Anastasia's [blueprint](#) but he didn't follow the plan. The learning with this experience was that even when people say they don't care about their social media and they could have someone managing and posting for them, it's not really true. Social media accounts are very personal. The good side of things is that Adrian is open to experiment more and has been posting pictures trying to follow the plan, but not with the consistency we had planned and still with very little talk about the portfolio companies but he does have a strong presence talking about his causes and educating his audience through his posts. Anastasia also did additional pics for DuContra's portfolio companies, you check here the images for [BlueLand](#) and [JUST](#).
2. Anderson and I had the chance to spend more time together in January and February, we've discussed Spider Ventures and his wealth management plan. When I asked him to take Anastassia's questionnaire, he didn't feel like doing it, saying he didn't want to work on his personal branding. I shared with Anastasia that but said she could give a try and develop a blueprint for him based on the [identity & Mission](#) UMANA had previously created for him, she accepted the challenge and generated this [blueprint](#). Anderson did not approve, he said was a cool blueprint to be used at Spider Ventures account but he would prefer to stick to his authentic posts on instagram.  
On a side note, Kaory Silva, Anderson's daughter, was asking my support on her personal branding and career strategy. Before deploying much time on helping her (already have a lot on my plates to manage and the priority should be Anderson), I suggested Kaory to work with Anastassia, she accepted the idea, met with Anastassia and loved her [blueprint](#). She is now waiting for my guidance on next steps.



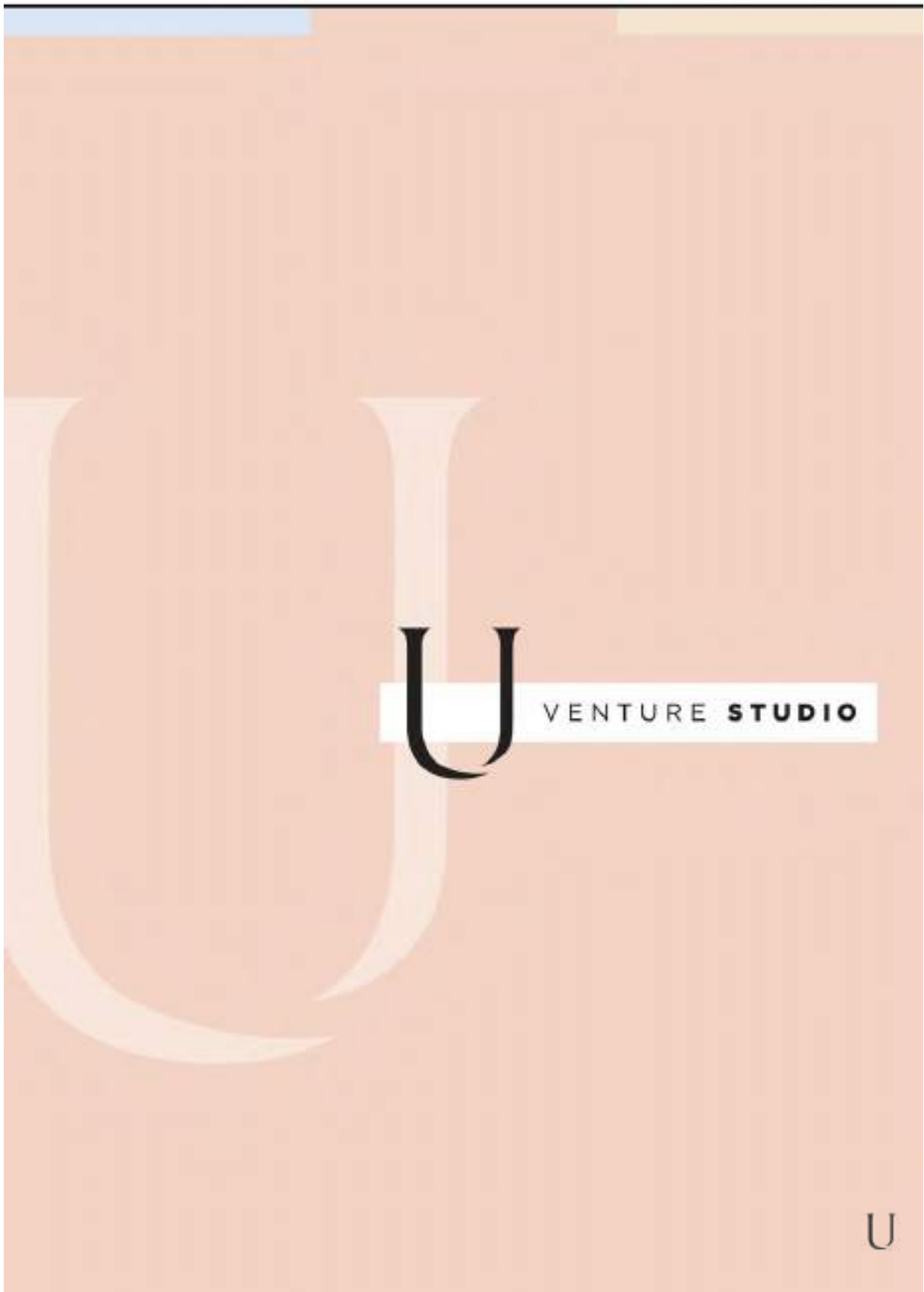
3. Jeremy was the most fluid one to work. Important to note that is also related to the level of trust

Jeremy has at UMANA already, we've been delivering meaningful results and efficiencies to his multiple needs, from tax planning, to operations of Ausum, legal work of MadeMan, personal development and more. Only emphasizing it, because the more the family members trust us, the easier it is to work in anything, they don't feel reluctant to new ideas. I always notice the same behavior in Marcelo and Ryan, who have been working with me for a longer period of time. When people want to rush the operations and growth of UMANA I need to remember the importance of pacing ourselves, exactly because of that, building trust and reputation takes time and it feels really good for both sides when things are done with care and attention. Now back to Anastassia, Jeremy quickly answered the questionnaire and a couple of weeks later,

Anastassia generated the blueprint. She then flew to Miami to do Jeremy's photoshoot. Results were cool and Jeremy has been partially following the strategy, posting a mix of the pics she took with his own pics on his instagram.

As a conclusion from the experiment on personal branding with Anastasia for our family members, I only have the best things to say about her, she is an exemplary professional, very sharp, patient, caring and is on top of everything related to personal branding and photography. We plan to continue working with her in multiple ways.

EXHIBIT F



## EXHIBIT F



OKR 6: We plan to succeed in getting started with UMANA Venture Studio, as measured by:

1. Creating a sub-brand and its identity 2. Developing a pitch deck 3. Defining our approach, value add to entrepreneurs, investors, and celebrities 4. Mapping and interviewing potential partners / hires for the core-team.

We had planned to achieve it on Feb 15th, 2020.

We've achieved this OKR as planned. Comments of each Key Result below:

1. Gil did an amazing job understanding what and how I wanted to communicate this brand. Of course, I didn't want to go too far from [UMANA's pantone and Brand Manual](#).

2. Another extremely important thing about this venture is that we were aiming to be the 1st IMPACT DRIVEN venture studio in Miami, I wanted to embrace the creativity and sexiness of Miami but bringing the consciousness and tech mindset of San Francisco. I asked Gil to create a [deck that would be as sexy as possible, without being vulgar](#). The pastel color also helps since it brings the warmth but somehow keeps a peaceful state too. This was the first deck we completed back in Feb 6th, 2020 - to pitch the city of Miami and Knight Foundation. A lot has evolved since then, but I think it's important for you all to learn more about all the process behind the scenes. Kudos to Gil who totally got the messaging right and translated my vision into this beautiful design. The content was created by Jen and I, which she spent tons of time learning about the tech scene in Florida, Miami more specifically and came with her own fundamentals of why we should launch it in Florida instead of California or NY.

3. To define our value add and approach to multiple fronts, we were seeking validation in multiple ways at the same time

3.1 Entrepreneurs: We have such a massive deal-flow these days that what I started sourcing deals of our multiple funds, reaching out to those founders and checking if they would be open to our terms and model, the feedback was always 100% positive. They loved our approach.

3.2 Investors: Jen was mainly in charge of the fundraising strategy, which I will detail more in the next OKR.

3.3 Celebrities: Between January to April, I've been aggressively connecting and meeting with celebrities, most of them are generated by our collaborator Mo Mostashari. We quickly got positive feedback (which you will also see in the other OKRs).

4. I've been interviewing and collaborating with candidates that were interested in joining UMANA's team. Little by little the team is coming together. The 2 official names we have at the Studio participating in our first venture are Mo Mostashari as our Head of Partnerships and Jess Karr, as our Head of Product & Research.





OKR 7: We plan to succeed in making a decision to launch the STUDIO in Miami or not, as measured by:

1. Getting a grant from [Knight Foundation](#); 2. Mapping potential local (Miami) investors and strategic advisors/partners; 3. Scheduling meetings and pitching local investors; 4. Raising at least \$1M from local investors in Miami and establishing an advisory board there.

We had planned to achieve it on March 1st, 2020.

We did NOT achieve this OKR. — Comments of each Key Result below:

1. Knight Foundation passed on us, their argument was that they were not interested in the CPG industry.
2. Jen did a great job mapping potential investors and local partners.
3. Jen scheduled all the meetings for us in Miami, I went there in mid February. Although the investors were very welcoming and they were all running interesting businesses there, I did not feel that we would get a check from any of them. Haven't really followed up with them because my feeling was that establishing this studio in Miami was kinda going against the waters. Business has been extremely fluid in California for me and UMANA, for that reason, we kinda putted those conversations on hold. Giving us the freedom to launch the STUDIO out of San Francisco, or even Los Angeles.
4. We did not raise any capital from Miami investors for the Studio.

## EXHIBIT F



OKR 8: We plan to succeed in structuring UMANA Venture Studio, as measured by:  
1. Incorporating the company; 2. Validating Financial Model; 3. Choosing 3 causes for our first 3 companies to be co-ventured; 4. Map celebrities and niches inside the CPG industry.

We had planned to achieve it on March 15th, 2020.

We've achieved this OKR as planned. Comments of each Key Result below:

1. Company was [incorporated](#) on February 18th, 2020.
2. Aymard has been a dear friend and advisor for more than 2 years, he is part of our investment committee at Ausum Blockchain Fund I, LP and we've been collaborating in multiple ways. I couldn't be happier to have him as part of the Studio's team, he started collaborating with us by late January. During the months of February and March he dove in the CPG industry, learning as much as possible about unit economics, D2C strategies, retailers, best practices, prices, scalability and translated that in multiple financials models for the companies we were evaluating and co-building, which are MadeMan and SCHACKS. You can check the financial models he created at this link: [MM Financials & SCHNACKS Financials](#).
3. I didn't really take time off during the Holidays (Christmas and NYE), instead I stayed in San Francisco and invited [Dr. Minuzzi](#), my father to do an internship at UMANA. He is a very well known endocrinologist, researcher and speaker in Brazil. Although he already achieved quite a bit in life, he is never scared of a new challenge. I was flattered that he accepted the invite and from Dec 28th to January 8th we were all heads down researching about the main problems in the world (guided by the SDGs) and because of his expertise, we really focused in trying to find solutions, or ideas of products related to zero hunger, health and well-being. What unfolded during that week were the guidelines for the 3 causes we would be focusing on at the year 1 of UMANA Venture Studio, which would result in 3 new companies. The 3 causes we've chosen were:
  1. Health habits & nutrition for the GenZ (ideally plant-based)
  2. Positive Masculinity
  3. Mental Health

To map the celebrities, pitch ideas aiming to do the matchmaking, I had to meet with tons of potential influential ambassadors and had a great learning experience, which started to show some fruition.

## EXHIBIT F



OKR 9: We plan to succeed in structuring the launch of 3 companies in 2020, as measured by: 1. Choosing 3 different strategies/ solutions; 2. Mapping celebrities and companies that fit the strategies; 3. Invite founders and celebrities to join the Studio. 4. Sign terms with the parties.

We had planned to achieve it on April 1st, 2020.

We've partially achieved this OKR as planned. Comments of each Key Result below:

1. As mentioned before, we've decided to focus in 3 main problems and finding solutions for each of them that we could build inhouse:

Solution 1: Positive Masculinity


Solution 2: Health habits & lifestyle for GenZ

Solution 3: Mental Health

- We've mapped multiple celebrities, most of them introduced by Mo, our Head of Partnerships but not only through him. This part of the work is A LOT OF HUSTLE. Specially for our head of Design, Gil. Seriously, once again Gil outperformed! He always overdeliver, if we had a window of 3 hours to get a deck and proposal ready to go, Gil would make his magic happen and boom! We were able to send multiple decks and proposals, always impressing the other side of the table by how agile we were following up. It has been key to present ourselves that way because even the deals that didn't work out at this time, opened doors and created relationships for UMANA, to potentially work with these celebrities in other capacities, ideally serving them as their family office. I will list below the different celebrities we've approached for each and what happend.
- Solution 1: Positive Masculinity ([MadeMan](#)), we've pitched: [JJ Watt](#) which was super interested, we had multiple conversations with his manager and then with him. Sent samples to him his team but because it was exactly at the time he wa recording SNL and getting married, MadeMan was not a priority for him, he never passed the opportunity but as we noticed things were slow on this end, we pitched another football player: [Julian Edelman](#) which we are now negotiating final terms with his partners. I also sent [Zion Williamson's](#) agent, [Floyd Mayweather's](#) manager and [Drake's](#) team. For every single one of them it was a great way to open the door and let them know about UMANA's and UMANA Studio existence. We've kept in touch and I'm sure that sooner than later we will have some opportunities coming out of that.

## EXHIBIT F



-  Solution 2: Health Habits, this deal was a bit more fluid since it started with a celebrity in mind. Mo Mostashari helps Noah Schnapp on partnerships with brands, with which he became close to Noah and his parents, as they discussed multiple ideas, the possibility of Noah launching his own company came up. Ideally a snacks company. Although it was more fluid, Mo does not have any exclusivity with us, meaning he brings us opportunities but he takes the same opportunities to multiple players. When I realized we were competing with a bunch of different incubators, studios and more. From East to West Coast, it got super competitive and I thought we were about to lose this deal. Fortunately we made it! Last week I got the approval to incorporate the company and we are now moving forward with this super promising endeavor. Not only for UMANA's track record but also for the planet and humanity, if Noah gets authentically engaged with this project, and chooses to become an activist, standing for health habits to his generation, the GenZ, this could have an amazing impact. Again congrats to Gil, who did his magic when I needed a last minute deck for a last minute first meeting with Noah's parents, Mitchell and Karine. They left that meeting in January super impressed and I'm sure that day was our first win, after that there were a lot of small wins in multiple conversations with them. Big win, HUGE responsibility and a lot of work to do for Noah. This was the first deck we presented to Noah and his parents.

After that meeting, Jess Karr got engaged with the studio and we even flew to Oregon to test receipts with a potential co-founding team, Eric and Isabel, founders of BiteFuel. Our first idea was to develop high-protein plant-based cookies and BiteFuel has been in the market for more than 4 years but would be open to develop a new receipt and white label for us, we traveled there and started to test different receipts. Jessica did was a total boss, did an amazing job pre-Oregon, already sourcing organic ingredients, high nutritional level, low sugar, etc. Jess also led the communications of BiteFuel's to make it happen, they were super welcoming and we had a great time testing our ideas but unfortunately none of them tasted good enough for a teenager type of audience. We flew back a little frustrated but confident that with more tests we would get to a great product. More updates will be in the OKRs for the next 100 days.

## EXHIBIT F



Solution 3: Mental Health, Mo introduced me to [Millie Billy Brown](#), her father and his co-founder at a new company they are developing, company is called Pearls. The app got started inspired by Millie's bad experiences with social media, 2 years ago she deleted Twitter because people were being so judgmental about her behaviors and who she is that was about to cause her depression. Pearls was still in its early days, was basically a concept but would be A LOT of work to really come up with a product that made sense, I met with them 3 times, loved their vibes but they were totally out of the tech or VC scene, all over the place, I was SUPER aggressive on the terms I offered, they made a counter offer which normally would make sense, but just because we need to be selective with which projects to work now, I decided to pass. In case you are curious, here is the [proposal deck](#) we sent to them.



## EXHIBIT F



OKR 10: We plan to succeed in structuring UMANA GP, LLC (House of Funds), as measured by:

- 1 Creating a sub-brand and its identity Incorporating the company Mapping and interviewing potential partners
- 2 and hires Validating Financial Model

3

We had planned to achieve it on April 1st, 2020.

4

We've partially achieved this OKR as planned. Comments of each Key Result below:

1. Once again, a round of applause for Gil, our head of design who came up with the [visual identity](#) for [U House of Funds](#).
2. The company was [incorporated](#) on February 7th, 2020.
3. We've kept very active in our interviewing process, especially for junior analysts (interns). The plan was to get as many quality deep dives as possible to validate the candidate's strengths and invite them to join UMANA's learning experience program (internship) during the summer. With the current circumstances I don't know if that will happen and for that reason we invite Rahul and Isabella to get some exposure to our world, working remotely and contributing with some analysis and research. They've joined our team in April and we are excited to have them board. I'm now structuring the next steps in terms of hires and potential partners for the House of Funds, and these will be included in the next 100 days OKRS.

JP Fichman, who first joined our family as Marcelo Valente's Chief of Staff, has grown to become first an Head of Investors Relations at U House of Funds, but is giving a few steps further and is soon to become a partner, potentially leading the House of Funds platform. The "pilot project" we've been first working together was BABEL NABIS SPV, LLC where UMANA GP, LLC and BABEL Ventures, LLC are acting as Co-GPs of this investment vehicle, leading NABIS (Siban Holdings, Inc) Series A. The SPV has a total size of \$5.5M, where we've already raised \$2.9M and are now in conversations for the rest of it.

4. Aymard developed the [financial models for our funds and SPVs](#), validating the models. If you are curious, here is an example he did for DuContra's SPVs. Which is a great reminder for any one in the team, if you have fundraising skill, your best short term outcomes will come out for fundraising commissions.

## EXHIBIT F



OKR 11: We plan to succeed in becoming the Co-General Partner of all the funds we have in-house as measured by:

- 1 Creating processes and filing system to manage multiple funds systematically Being the operations for all the funds Leading communications with service providers, limited partners and portfolio companies

3

We had planned to achieve it on Feb 15th, 2020.

We've partially achieved this OKR as planned. Comments of each Key Result below:

1. Diego and I thought we would have everything organized and ready to go by early January. The more we collected documents of each fund, learned what needed to be reviewed, new documents that needed to be created to replace the outdated ones, more we realized this vertical would take us at least the entire quarter to organize. Although COVID-19 has been awful in so many ways, it was great for us in terms of back office. We were really overwhelmed with the quantity of never-ending documents coming our way to organize. They are still coming on a daily basis but now there's not all the demand for meetings, calls, etc. With that, Diego stayed super focused and was able to structure all the boards for our current funds, creating shortcuts for documents, etc. I added all of your to one of the boards so you can all understand the structure of our filing system. Invited you to join Ausum Blockchain Fund, LP.
2. Work in progress.
3. Once again, Diego is killing it! More than the Chief of Staff, I see Diego evolving to the Head of Operations role, he has managed to connect with almost all our service providers, Limited Partners, co-GPs and founders. He has been fearless and extremely proactive. I'm always astonished by him. And trust me, I've seen a lot of people in his role and every one gets scared, makes sense, it's not trivial to be talking to senior attorneys, accountants, investors, family offices, tech founders and more. I understand people being scared of truly owning this role, acting with responsibility and communicating with everyone but Diego totally incorporated the role and is up to any responsibility was given to him. Diego and I are both living examples that we are only the size of the limitations we put to ourselves. Being an immigrant, communicating in a different language (than our native) all day with technical terms can also be exhausting, but there's not time for being lazy here or for excuses, "where there's a will, there's a way" ;)



## EXHIBIT F



OKR 12: We plan to succeed in structuring a venture capital fund for Adrian Grenier, as measured by:

- 1 Creating the investment thesis Studying tax efficient models for a hybrid structure (cash + advisory shares) Creating Deep Dive Guidelines Generating Deep Dives, validating with Adrian.
- ..

We had planned to achieve it on March 1st, 2020.

We've achieved this OKR as planned. Comments of each Key Result below:

1. Adrian has been an activist for more than a decade, back in 2019 when we're onboarding him, we created his [Wealth Creation & Redefinition Plan](#) which serves as a roadmap for UMANA. He approved that approach, and out of that and multiple brainstorming sessions, we've created [DuContra Ventures investment thesis](#). Basically we decided to choose 3 SDGs (out of 17) and narrowed the purpose of our fund in "Questioning Everything". Not all of you had a chance to meet Adrian, but as you have a chance to spend more time with him you will notice how strong is this behavior on him which is a great strength for any venture capitalist or investor. When you question things, you are trying to see things differently, being curious and asking if things make sense, in the current world or maybe and he would prefer, in an "utopian world".
2. For tax efficiency I've worked with our long time legal counsel [Jackson Hwu](#). I really love working with Jackson because unlike most of the attorneys [that only point out all the problems we might encounter](#), he really loves brainstorming sessions to find new strategies and structures. I've been working with Jackson since my first investment company (InvestHaus), he is based in Miami, he is Corporate & Securities Lawyer, working at [Nelson Mullins Riley & Scarborough](#). We've structured a couple of options for Adrian's fund [which could be replicable to other funds with celebrities](#), [this is what we've got](#). I'm still diving in other models and exchanging ideas with [Jackson](#), [excited with what we've structured](#), it's a way better than what other celebrities have in their fund structures but I always like to go two steps further, let's see what magic I will make in this case. Will keep working on this task during Q2 and Q3 of 2020.

## EXHIBIT F



3. Sophie Durey, was also our Chief Impact Officer in 2019, back then she helped us develop UMANA's investment guidelines that we customized BABEL. With that ready in place summed with DuContra's deck (investment thesis) we developed the [DD guidelines](#) and the [DD template](#).

4. From January to April we've received tons of deals generated by DuContra, by now, all of our analysts, Aditya, Tao, Rahul, Isa, and even Jess Karr (our Head of Product & Research) have done multiple deep dives and got more familiar with the whole system. Important to note that even with DuContra's DD in place, sometimes we use UMANA's In-depth deep dive for DuContra, that happens when the deal sounds promising enough for more than one family member, so we can do the analysis under UMANA's name and share the opportunity with each of them. I'm sharing some of my favorite deep dives for you to read, I highly recommend the entire team spending time reading these documents, it's really good to learn about the companies we are exposed to, sometimes we don't realize how fortunate we are to be 5 to years ahead of most people, receiving information first hand of how the world will be like, even if it's through the companies we are seeing, they are point us to some trends, making us alert for future opportunities which will end up in the wealth creation of each one of us. Lastly, I would love to see the analysts reading each other's deep dives, learning from each deep dive and exchanging ideas, we are here to collaborate, improve our work and grow together. Deep Dives:

- [BOLT by Jess Karr](#)
- [Cue by Aditya Goyal](#)
- [Museum of Ice Cream by Aditya](#)
- [Perfect Day by Enia Lu](#) (Enia is joining the learning experience program in June)
- [Proof of Impact by Aditya G.](#)
- [Storyline by Rahul Sehwat](#)
- [Symbrosia by Rahul S.](#)
- [The Young Meats by Tao Hong](#)
- [Wasteless by Rahul S.](#)

In-depth deep dive:

- [Public by Aditya Goyal](#)
- [Cove by Tao Hong \(version 1\)](#)
- [Cove by Tao, Bá and Cove's team](#)
- [GoodHuman by Tao Hong](#)

## EXHIBIT F



OKR 13: We plan to succeed in structuring a venture capital fund for Anderson Silva, as measured by:

- 1 Creating the investment thesis Creating Deep
- 2 Dive Guidelines Launching website Generating
- 3 Deep Dives, validating with Adrian.

We had planned to achieve it on March 1st, 2020.

We've achieved this OKR as planned. Comments of each Key Result below:

1. Anderson is a super inspiring human being and athlete, every meeting with him is super inspiring and it's cool to see how many ideas he has. Although that's super exciting it's also challenging to narrow his investment thesis, is like if he wanted to fight, run and swim at the same competition, lol. The same we did with Adrian or any family member, we've created Anderson's [Wealth Creation & Redefinition Plan](#) which serves as a roadmap for UMANA. Because of Anderson's excitement for multiple areas, we tried to make his thesis as broad as possible but backed by data and of course, his reputation as an athlete, thinking in which areas he would be able to generate more deal-flow for the fund. We started working on this back in December 2019, Aditya was part of the creation process with me. We had a great time exchanging ideas, Aditya has been always very proactive, for any given client or deal, he always shares his ideas, and has an amazing talent of "connecting the dots", he serves as an inspiration to the team. He is also fearless, ready to add value in multiple fronts. Super excited to have him as part of our family, doing a fantastic job, which only gets better month after month. And here is [Spider's Deck](#).
2. [Deep Dive Guidelines here](#) & DD Template.
3. Website was launched: [www.spider.ventures](http://www.spider.ventures), he loved it!
4. Examples of Deep Dives done for Spider Ventures, some from our team members and others from candidates for the summer internships:
  - [Makara by Devon R.](#) (Candidate)
  - [MindMed by Aditya Goyal](#)
  - [Moore Collective by Devon Rampat](#) (candidate)
  - [Thync by Raquel Alvarenga](#) (candidate)

## EXHIBIT F



OKR 14: We plan to succeed in launching 3 SPVs in 2020, as measured by:

- 1 Map companies from our portfolios Check with founders their moment and if
- 2 would make sense to structure SPVs Start talking to investors
- 3

We had planned to achieve it on April 1st, 2020.

We've partially achieved this OKR as planned. Comments of each Key Result below:

1. We kicked off the year with the first SPV already incorporated and ready to be raised, which was BABEL NABIS SPV, LLC. An investment vehicle created for our family member: Marcelo Valente. With that JP Fichman started in his role of Head of Investor Relations. We are still working on this fundraise but in parallel we are already managing it, where Diego organized all the documents, I became a board member at NABIS, Marcelo and JP are actively fundraising. In early January I talked to Morgan Mercer, CEO of Vantage Point, as well as Mike Selden, CEO of Finless Foods; Caroline Spiegel, CEO of Quinn and Ayub Khattak, CEO of Cue. All the four companies were open to having UMANA House of Funds structuring SPVs, they loved the idea of having a celebrity type of syndicate and would be open to work with non-VCs as well (which some founders really don't accept, they prefer to have only the well-known names). In February i knew from those 4 companies that we could do SPVs for them, but didn't confirm to any, said we would first talk to investors, feel them and if there was traction we would structure the investment vehicles. Another important thing to note from this feedback is that once we have the relationship, founders would easily open allocation to whoever it is the investors because truth is they will be dealing with us, they trust UMANA, and we are the ones managing the relationship, so whatever deal we want to structure a SPV from our portfolio, the answer will probably be always positive. JP Fichman, as the Head of Investor Relations at House of Funds, had a great idea back in January to grow our network of investors. He started working with a platform out of Portugal, which has a database of investors and we started sending "cold messages" to them, for our surprise the positive answers have been consistent and JP is developing relationships with a couple of leads. You will read more about the next steps on our next 100 days OKRs. More to come!! ;)

EXHIBIT F



# **EXHIBIT G**

EXHIBIT G



## EXHIBIT G

### STEP

# 3

U

## On-boarding Process

### Reviewing Monday.App

After accepting your invitation for the Monday.app, please visit the "U | 2020 (name)'s Tasks" board that you have been invited to join.

Go section by section down this board to familiarize yourself with your board, each team member has exactly the same template of board, with tasks divided as:

- Quarterly OKRs
- TODAY
- This Week
- This Month
- Deep Dives
- Events to Attend
- Logins
- ABL (Always Be Learning)
- Completed.

You are welcome to create your own private boards as well as create new sections on this major board but have in mind that the CEO will only review the core sections of each board. We've structured this way for certain reasons, so please bare with the team and our leader keeping it organized and clear.

## UMANA's Processes:

This high-level overview will give you a clear understanding of how we work as a multi-family office and how we support our clients so you can understand your role in working with UMANA's family members.

UMANA | *Our family members*: Review information about our current family members to get an idea of the types of family members we work with: tech self-mades, conscious celebrities and athletes.

UMANA | *Family members processes*: Review the processes we take our family members through and visit the example links associated with each process to see what the process entails and what the deliverables are, that we create for our family members.

UMANA | *Internal processes/tools*: Watch an overview video on Monday.app and learn about our project management and communication tool.

UMANA | *Internal processes/tools*: Read our filing process to understand how we name files when using Google Drive.

UMANA | *About us*: Review links, resources and information such as VC/Startup 101, Fund Structure 101, Family Office 101 "MFO Research" link, to learn about family offices, wealth management and venture capital.

After reviewing the "UMANA | Onboarding Team Members" board, please visit your own "Tasks Board" assigned to you- "U | (name)'s Tasks".

### STEP

# 4

U

## Executing on Your Task Board

U | (name)'s Tasks: Here you can find a list of tasks to begin executing on and getting familiarized with UMANA by jumping into action.

Write down all your questions from reviewing Monday.app and if you haven't already, reach out to Diego Azevedo, Ba's Chief of Staff, from our Operations team, to schedule a phone call with Ba, she prefers to explain every single step to new team members.

In advance of your call with Ba, review all questions you may have about the resources, your Tasks board and other items, always be thoughtful with our CEO's time before reaching out to her.

## Ongoing Tasks/ Roles

- Ask questions as they come, to understand the purpose of tasks and UMANA's clients' specific needs.
- Receive access to UMANA's set of tools (DocSend, Google Drive folders) as needed and collect/store the passwords and IDs in an organized manner on your own Tasks board.
- Receive access to other pertinent Monday.app boards specific to certain clients or projects you are working with.
- Meet with the rest of the team to get acquainted, in-person/phone/email/WhatsApp or by Monday.app updates and comments.
- Be sure to use Monday.app on a daily basis (we generally keep Monday.app open as a tab during our day, to stay on top of new tasks, update current tasks and communicate with other team members).
- Work on Monday.app tasks, executing and updating Monday.app boards daily. Use the status feature and comments as needed to keep the rest of the team in the loop of your current progress or in case you need assistance any step of the way. This is how we manage working remotely and keeping everyone up-to-speed.
- For the first week communicate mainly with our CEO and her Chief of Staff, with updates/questions daily by calls/emails/Monday.app updates.
- After the first month working together, check-in with the UMANA Operations team to confirm who will be your point of contact and who you will be reporting to.



## What to Avoid

- NEVER share confidential information about any of our family members, their deal-flow, answers, documents, wealth strategy, it's all confidential.
- Do NOT reach out directly to any of our family members, unless previously discussed and agreed with Ba.

## Social Media & Signature

We appreciate when our team members follow our accounts on Instagram, including our company's main account @umana.family or the funds we manage, @ausum.ventures @babel.ventures @ducontra.ventures @spider.ventures or our client's personal accounts, although we appreciate, there's no need to do so.

Team members are welcome to update their LinkedIn profile, as well as add to their short bios on Instagram, angel list, medium, twitter with their title / role at UMANA. Your email signature should be as following:

### NAME | Title

Creating & Redefining Wealth at UMANA.  
2429 Bay Street, SF - CA, 94123

## "Go-to Buddy"

- Ba's Chief of Staff, will serve as your "go-to buddy" for the team member;
- Diego can be reached via WhatsApp or email at +17864053061 or [diego@umana.family](mailto:diego@umana.family).
- This relationship will allow you to reach out as often as needed for professional support, questions, answers, guidance and insight to support your work and execute on tasks.

## Family Culture

- Our culture is first of all: SERVING, and then caring, and loving our Family Members.
- It is UMANA's priority to help our clients allocate their energy and focus in the most strategic-way possible to create wealth, while being aligned to their own values.
- At all times UMANA Family will act as the guiding voice/hand of UMANA's clients to keep the family member on track with set priorities and tasks that have been deemed strategically by UMANA.



I'm beyond excited to have you joining our family!

As you know, I consider UMANA, a real family, a **family by conscious choice**, we are the driving force behind some of the most influential (yet lonely) leaders of our generation.

UMANA and I, are thriving to create a place of work where people can strive and be lifted up. Communication is key, to create harmonious and transparent relationships, as well as efficient collaboration.

It's with my heart full of joy that I welcome you to be part of this family of allies, this foundation that provides support for the most powerful, influential and misunderstood individuals!

Excited for the challenges ahead!

UMANA's Founder & CEO.

U

# EXHIBIT H

EXHIBIT H

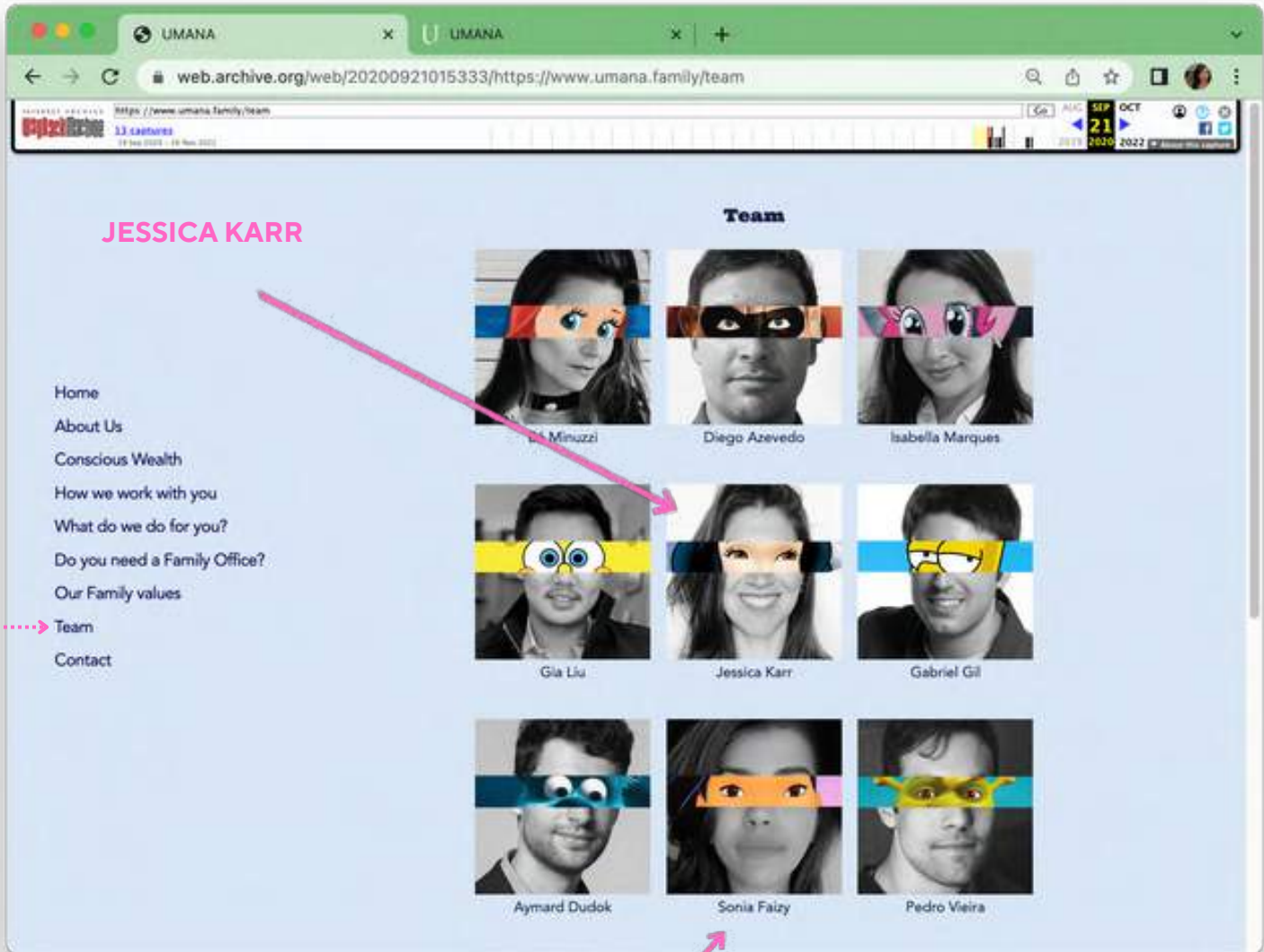


EXHIBIT H



**"TEAM" PAGE**

EXHIBIT H



JESSICA KARR

Team



Minuzzi Diego Azevedo Isabella Marques



Gla Liu Jessica Karr Gabriel Gil



Aymard Dudok Sonia Faizy Pedro Vieira

SONIA FAIZY

EXHIBIT H

JESSICA KARR  
REPLACED BY LEE SILVERSTONE



SONIA FAIZY  
REPLACED BY RAFAEL ALBEQUERQUE

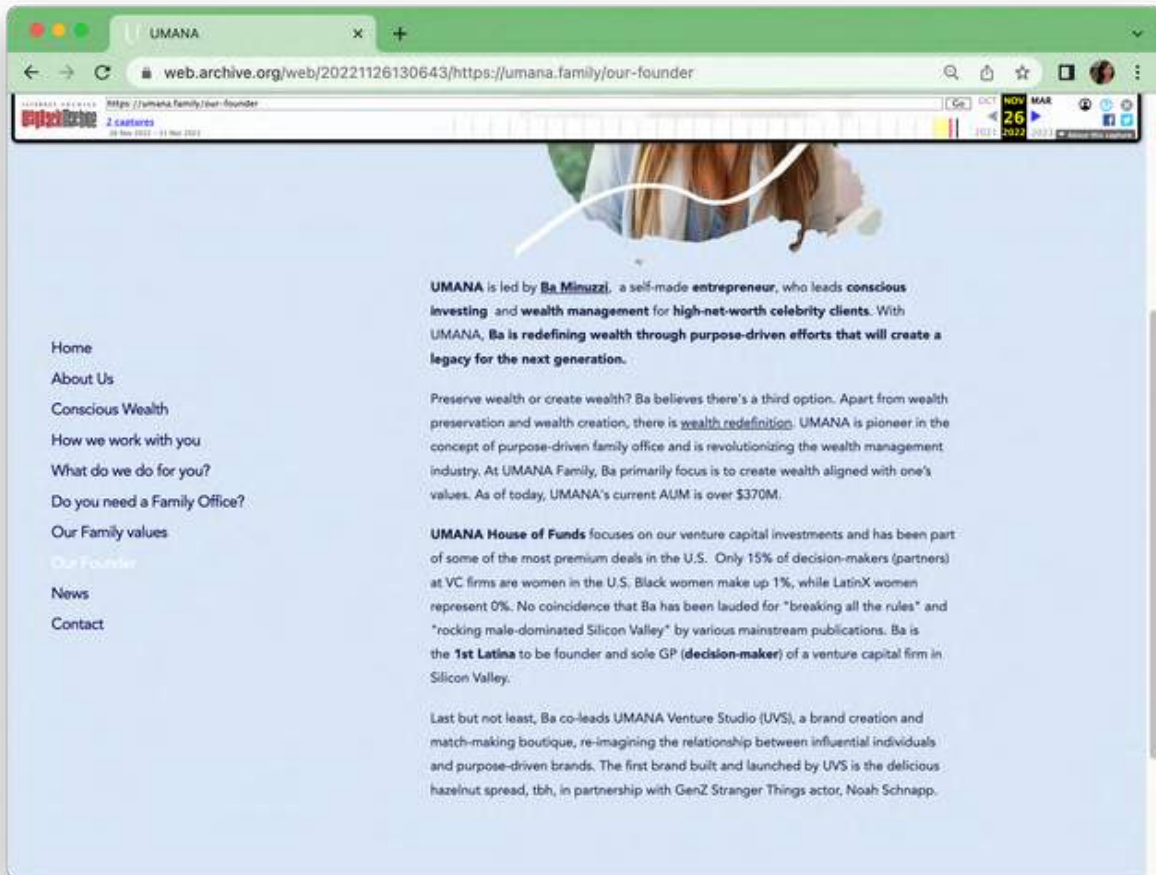
EXHIBIT H



**"TEAM" PAGE REMOVED  
REPLACED BY "OUR FOUNDER"**

EXHIBIT H

TEAM PAGE REPLACED BY "OUR FOUNDER" PAGE



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# EXHIBIT I

EXHIBIT I

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

FORM C

UNDER THE SECURITIES ACT OF 1933

(Mark one.)

- Form C: Offering Statement
- Form C-U: Progress Update
- Form C/A: Amendment to Offering Statement
  - Check box if Amendment is material and investors must reconfirm within five business days.
- Form C-AR: Annual Report
- Form C-AR/A: Amendment to Annual Report
- Form C-TR: Termination of Reporting

**Name of Issuer:**

Schnacks LLC

**Legal status of Issuer:**

**Form:**

Public Benefit Limited Liability Company

**Jurisdiction of Incorporation/Organization:**

Delaware

**Date of Organization:**

June 8, 2020

**Physical Address of Issuer:**

366 Broome Street, Unit 12, New York, NY 10013, United States

**Website of Issuer:**

<https://www.snacktbh.com>

**Is there a Co-Issuer?** \_\_\_ Yes X No.

**Name of Intermediary through which the Offering will be Conducted:**

OpenDeal Portal LLC dba Republic

**CIK Number of Intermediary:**

0001751525

**SEC File Number of Intermediary:**

007-00167

**CRD Number of Intermediary:**

EXHIBIT I

283874

**Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the offering amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the offering, including the amount of referral and any other fees associated with the offering:**

At the conclusion of the offering, the issuer shall pay a fee of three and one half percent (3.5%) of the amount raised in the offering to the Intermediary.

**Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest:**

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

**Type of Security Offered:**

Crowd SAFE (Simple Agreement for Future Equity)

**Target Number of Securities to be Offered:**

25,000

**Price (or Method for Determining Price):**

\$1.00

**Target Offering Amount:**

\$25,000

**Oversubscriptions Accepted:**

- Yes  
 No

**Oversubscriptions will be Allocated:**

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

**Maximum offering amount (if different from Target Offering Amount):**

\$1,235,000

**Deadline to reach the Target Offering Amount:**

January 20, 2023

**If the sum of the investment commitments does not equal or exceed the target offering amount at the deadline to reach the target offering amount, no Securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.**

**Current Number of Employees:**

EXHIBIT I

	Most recent fiscal year-end (2021)	Prior fiscal year-end (2020)
<b>Total Assets</b>	\$434,769	\$209,538
<b>Cash &amp; Cash Equivalents</b>	\$65,311	\$109,538
<b>Accounts Receivable</b>	\$21,878	\$0
<b>Current Liabilities</b>	\$21,667	\$0
<b>Long-Term Liabilities</b>	\$1,187,180	\$300,000
<b>Revenues</b>	\$72,070	\$0
<b>Cost of Goods Sold*</b>	\$73,236	\$0
<b>Taxes Paid</b>	\$0	\$0
<b>Net Income/(Net Loss)</b>	\$(683,615)	\$(90,462)

\*Cost of Net Revenue

*The jurisdictions in which the issuer intends to offer the securities:*

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

## EXHIBIT I

### Schnacks LLC



**A crowdfunding investment involves risk. You should not invest any funds in this Offering unless you can afford to lose your entire investment.**

**In making an investment decision, investors must rely on their own examination of the Company and the terms of the Offering, including the merits and risks involved. These Securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.**

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

**These Securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these Securities are exempt from registration.**

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

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

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

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

## EXHIBIT I

### **SPECIAL NOTICE TO FOREIGN INVESTORS**

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

### **NOTICE REGARDING THE ESCROW AGENT**

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

# EXHIBIT I

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## EXHIBIT I

### ABOUT THIS FORM C

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

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

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

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

### CAUTIONARY NOTE CONCERNING FORWARD-LOOKING STATEMENTS

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

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

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



# EXHIBIT I

## THE OFFERING AND THE SECURITIES

### The Offering

The Company is offering a minimum amount of \$25,000 (the "Target Offering Amount") and up to a maximum amount of \$1,235,000 (the "Maximum Offering Amount") of Crowd SAFE (Simple Agreement for Future Equity) (the "Securities") on a best efforts basis as described in this Form C (this "Offering"). The Minimum Individual Subscription Amount is \$50 and the Maximum Individual Subscription Amount is \$250,000. The Company reserves the right to amend the Minimum Individual Subscription Amount and Maximum Individual Subscription Amount, in its sole discretion. In particular, the Company may elect to participate in one of the Intermediary's special investment programs and may offer alternative Minimum Individual Subscription Amounts and Maximum Individual Subscription Amounts to Investors participating in such programs without notice. The Company must raise an amount equal to or greater than the Target Offering Amount by January 20, 2023 (the "Offering Deadline"). Unless the Company receives investment commitments, which are fully paid for and meet all other requirements set by this Offering, in an amount not less than the Target Offering Amount by the Offering Deadline, no Securities will be sold in this Offering, all investment commitments will be cancelled and all committed funds will be returned.

In addition to the Offering, the Company may concurrently undertake to raise up to an additional \$1,000,000 by offering to sell up to \$1,000,000 in securities, including but not limited to common or preferred stock, SAFEs (Simple Agreement for Future Equity) or Convertible Notes, to accredited investors outside of this Offering (the "Concurrent Offering").

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

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

Investor funds will be held in escrow with a qualified third party escrow agent meeting the requirements of Regulation CF ("Escrow Agent") until the Target Offering Amount has been met or exceeded and one or more closings occur. Investors may cancel an investment commitment until up to 48 hours prior to the Offering Deadline or an Interim close, using the cancellation mechanism provided by the Intermediary. Investors using a credit card to invest must represent and warrant to cancel any investment commitment(s) by submitting a request through the Intermediary at least 48 hours prior to the Offering Deadline, instead of attempting to claim fraud or claw back their committed funds. If the investor does not cancel an investment commitment before the 48-hour period prior to the Offering Deadline, the funds will be released to the Issuer and the investor will receive their Securities.

The Company will notify Investors when the Target Offering Amount has been reached through the Intermediary. If the Company reaches the Target Offering Amount prior to the Offering Deadline, it may close the Offering early provided (i) the expedited Offering Deadline must be twenty-one (21) days from the time the Offering was opened, (ii) the Intermediary must provide at least five (5) business days' notice prior to the expedited Offering Deadline to the Investors and (iii) the Company continues to meet or exceed the Target Offering Amount on the date of the expedited Offering Deadline.

### The Deal Page

A description of our products, services and business plan can be found on the Company's profile page on the Intermediary's website under <https://republic.com/smack-tb4> (the "Deal Page"). The Deal Page can be used by prospective Investors to ask the Company questions and for the Company to post immaterial updates to this Form C as well as make general announcements. You should view the Deal Page at the time you consider making an investment commitment. Updates on the status of this Offering can also be found on the Deal Page.

## EXHIBIT I

### **Material Changes**

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

### **Intermediate Closings**

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

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

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

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

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

### **The Securities**

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

#### ***Transfer Agent and Registrar***

The Company will act as transfer agent and registrar for the Securities.

#### ***Not Currently Equity Interests***

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

#### ***Dividends and/or Distributions***

The Securities do not entitle Investors to any dividends.

## EXHIBIT I

### *Nominee*

The Nominee (as defined below) will act on behalf of the Investors as their agent and proxy in all respects. The Nominee will be entitled, among other things, to exercise any voting rights (if any) conferred upon the holder of Securities or any securities acquired upon their conversion, to execute on behalf of an investor all transaction documents related to the transaction or other corporate event causing the conversion of the Securities, and as part of the conversion process the Nominee has the authority to open an account in the name of a qualified custodian, of the Nominee's sole discretion, to take custody of any securities acquired upon conversion of the Securities. The Nominee will take direction from a pre-disclosed party selected by the Company and designated below on any matter in which affects the Investors' economic rights. The Nominee is not a fiduciary to the Investors and the Investors agree to indemnify the Nominee per the terms of the Security.

### *Conversion*

Upon the next sale (or series of related sales) by the Company of its Equity Securities to one or more third parties resulting in gross proceeds to the Company of not less than \$1,000,000 cash and cash equivalent (each an "Equity Financing"), the Securities are convertible into Equity Securities issued in said Equity Financing, at the option of the Company.

### *Conversion Upon the First Equity Financing*

If the Company elects to convert the Securities upon the first Equity Financing following the issuance of the Securities, the Investor will receive the number of Equity Securities equal to the greater of the quotient obtained by dividing the amount the Investor paid for the Securities (the "Subscription Amount") by (a) or (b) immediately below:

(a) the quotient of \$15,000,000 ("Valuation Cap") divided by the aggregate number of issued and outstanding units of Equity Securities, assuming full conversion or exercise of all convertible and exercisable securities then outstanding, including units of convertible preferred interests and all outstanding vested or unvested options or warrants to purchase Equity Securities, but excluding (i) units of Equity Securities reserved for future issuance under any equity incentive or similar plan, (ii) convertible promissory notes, (iii) any Simple Agreements for Future Equity, including the Securities (collectively, "SAFEs"), and (iv) any Equity Securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs;

OR

(b) if the pre-money valuation of the Company immediately prior to the First Equity Financing is less than or equal to the Valuation Cap, the lowest price per unit of the securities sold in such Equity Financing.

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

### *Conversion After the First Equity Financing*

If the Company elects to convert the Securities upon an Equity Financing other than the first Equity Financing following the issuance of the Securities, at the Nominee's discretion the Investor will receive, the number of Equity Securities equal to the quotient obtained by dividing (a) the Subscription Amount by (b) the First Equity Financing Price.

### *Conversion Upon a Liquidity Event Prior to an Equity Financing*

In the case of the Company's undergoing an IPO (as defined below) of its Equity Securities (as defined in the Security) or a Change of Control (as defined below) of the Company (either of these events, a "Liquidity Event") prior to any Equity Financing, the Investor will receive, at the option of the Nominee and within thirty (30) days of receiving notice (whether actual or constructive), either (i) a cash payment equal to the Subscription Amount subject to the following paragraph (the "Cash Out Option") or (ii) a number of units of Common Interests of the Company equal to the Subscription Amount divided by the quotient of (a) \$15,000,000 divided by (b) the number, as of immediately prior to the Liquidity Event, of units of the Company's Equity Securities outstanding (on an as-converted basis), assuming the exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (w) units of Equity Securities reserved for future issuance under any equity incentive or similar plan; (x) any SAFEs; (y) convertible promissory notes; and (z) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs.

## EXHIBIT I

In connection with the Cash Out Option, the Subscription Amount (or a lesser amount as described below) will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investors and the holders of other SAFEs (collectively, the "Cash-Out Investors") in full, then all of the Company's available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Subscription Amounts.

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

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

### *Conversion Upon a Liquidity Event Following an Equity Financing*

In the case of a Liquidity Event following any Equity Financing, the Investor will receive, at the option of the Nominee and within thirty (30) days of receiving notice (whether actual or constructive), either (i) the Cash Out Option or (ii) a number of units of the most recently issued Equity Securities equal to the Subscription Amount divided by the First Equity Financing Price. Units of Equity Securities granted in connection therewith shall have the same liquidation rights and preferences as the units of Equity Securities issued in connection with the Company's most recent Equity Financing.

If there are not enough funds to pay the Investors and the other Cash-Out Investors in full, then all of the Company's available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Subscription Amounts.

If the Company's board of directors (or other applicable governing body if the Company is a limited liability company) determines in good faith that delivery of Equity Securities to the Investor pursuant to Liquidity Event paragraphs above would violate applicable law, rule or regulation, then the Company shall deliver to Investor in lieu thereof, a cash payment equal to the fair market value of such Equity Securities, as determined in good faith by the Company's board of directors (or other applicable governing body if the Company is a limited liability company).

### *Dissolution*

If there is a Dissolution Event (as defined below) before the Securities terminate, subject to the preferences applicable to any series of Preferred Interests then outstanding, the Company will distribute all proceeds legally available for distribution with equal priority among the (i) holders of the Securities (on an as converted basis based on a valuation of Common Interests as determined in good faith by the Company's board of directors at the time of the Dissolution Event), (ii) all other holders of instruments sharing in the distribution of proceeds of the Company at the same priority as holders of Common Interests upon a Dissolution Event and (iii) all holders of Common Interests.

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

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### ***Termination***

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

### ***Voting and Control***

Neither the Securities nor the securities issuable upon the conversion of the Securities have voting rights unless otherwise provided for by the Company. In addition, to facilitate the Offering Crowd SAFE Investors being able to act together and cast a vote as a group, to the extent any securities acquired upon conversion of the Securities confer the holder with voting rights (whether provided by the Company's governing documents or by law), the Nominee (as defined above) will act on behalf of the holders as agent and proxy in all respects. The Nominee will vote at the direction of the Co-Chief Executive Officer of the Company.

The Company and its members are subject to an Operating Agreement, dated June 8, 2020 (the "Operating Agreement"). Among other things, the Operating Agreement provides for certain provisions related to (i) the Board of Managers composition and board approval rights; and (ii) restrictions on transfers of units, including rights of first refusal, drag-along and tag-along rights.

### ***Anti-Dilution Rights***

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

### ***Restrictions on Transfer***

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

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

In addition, the Investor may not transfer the Securities or any Equity Securities into which they are convertible to any of the Company's competitors, as determined by the Company in good faith.

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

If a transfer, resale, assignment or distribution of the Security should occur prior to the conversion of the Security or after, if the Security is still held by the original purchaser directly, the transferee, purchaser, assignee or distribute, as relevant, will be required to sign a new Nominee Rider (as defined in the Security) and provide personally identifiable information to the Nominee sufficient to establish a custodial account at a later date and time. Under the Terms of the Securities, the Nominee has the right to place units received from the conversion of the Security into a custodial relationship with a qualified third party and have said Nominee be listed as the holder of record. In this case, Investors will only have a beneficial interest in the Equity Securities derived from the Securities, not legal ownership, which may make their resale more difficult as it will require coordination with the custodian and Republic Investment Services.

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### ***Other Material Terms***

- The Company does not have the right to repurchase the Securities.
- The Securities do not have a stated return or liquidation preference.

## COMMISSION AND FEES

### **Cash Commission**

At the conclusion of the Offering, the issuer shall pay a cash fee of three and one half percent (3.5%) of the amount raised in the Offering to the Intermediary.

### **Other Compensation**

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

## RISK FACTORS

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

### **Risks Related to the Company's Business and Industry**

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

The Company is still in an early phase and we are just beginning to implement our business plan. There can be no assurance that we will ever operate profitably. The likelihood of our success should be considered in light of the problems, expenses, difficulties, complications and delays usually encountered by early stage companies. The Company may not be successful in attaining the objectives necessary for it to overcome these risks and uncertainties.

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

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

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

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

***We may face potential difficulties in obtaining capital.***

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

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

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

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

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

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

The Company relies on certain intellectual property rights to operate its business. The Company's intellectual property rights may not be sufficiently broad or otherwise may not provide us a significant competitive advantage. In addition, the steps that we have taken to maintain and protect our intellectual property may not prevent it from being challenged, invalidated, circumvented or designed-around, particularly in countries where intellectual property rights are not highly developed or protected. In some circumstances, enforcement may not be available to us because an infringer has a dominant intellectual property position or for other business reasons, or countries may require compulsory licensing of our intellectual property. Our failure to obtain or maintain intellectual property rights that convey competitive advantage, adequately protect our intellectual property or detect or prevent circumvention or unauthorized

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use of such property, could adversely impact our competitive position and results of operations. We also rely on nondisclosure and noncompetition agreements with employees, consultants and other parties to protect, in part, trade secrets and other proprietary rights. There can be no assurance that these agreements will adequately protect our trade secrets and other proprietary rights and will not be breached, that we will have adequate remedies for any breach, that others will not independently develop substantially equivalent proprietary information or that third parties will not otherwise gain access to our trade secrets or other proprietary rights. As we expand our business, protecting our intellectual property will become increasingly important. The protective steps we have taken may be inadequate to deter our competitors from using our proprietary information. In order to protect or enforce our intellectual property rights, we may be required to initiate litigation against third parties, such as infringement lawsuits. Also, these third parties may assert claims against us with or without provocation. These lawsuits could be expensive, take significant time and could divert management's attention from other business concerns. We cannot assure you that we will prevail in any of these potential suits or that the damages or other remedies awarded, if any, would be commercially valuable.

***The Company's success depends on the experience and skill of its board of managers, executive officers and key personnel.***

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

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

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

***In order for the Company to compete and grow, it must attract, recruit, retain and develop the necessary personnel who have the needed experience.***

Recruiting and retaining highly qualified personnel is critical to our success. These demands may require us to hire additional personnel and will require our existing management and other personnel to develop additional expertise. We face intense competition for personnel, making recruitment time-consuming and expensive. The failure to attract and retain personnel or to develop such expertise could delay or halt the development and commercialization of our product candidates. If we experience difficulties in hiring and retaining personnel in key positions, we could suffer from delays in product development, loss of customers and sales and diversion of management resources, which could adversely affect operating results. Our consultants and advisors may be employed by third parties and may have commitments under consulting or advisory contracts with third parties that may limit their availability to us, which could further delay or disrupt our product development and growth plans.

***We need to rapidly and successfully develop and introduce new products in a competitive, demanding and rapidly changing environment.***

To succeed in our intensely competitive industry, we must continually improve, refresh and expand our product and service offerings to include newer features, functionality or solutions, and keep pace with changes in the industry. Shortened product life cycles due to changing customer demands and competitive pressures may impact the pace at which we must introduce new products or implement new functions or solutions. In addition, bringing new products or solutions to the market entails a costly and lengthy process, and requires us to accurately anticipate changing customer needs and trends. We must continue to respond to changing market demands and trends or our business operations may be adversely affected.

***The development and commercialization of our products is highly competitive.***

We face competition with respect to any products that we may seek to develop or commercialize in the future. Our competitors include major companies worldwide. Many of our competitors have significantly greater financial,



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technical and human resources than we have and superior expertise in research and development and marketing approved products and thus may be better equipped than us to develop and commercialize products. These competitors also compete with us in recruiting and retaining qualified personnel and acquiring technologies. Smaller or early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. Accordingly, our competitors may commercialize products more rapidly or effectively than we are able to, which would adversely affect our competitive position, the likelihood that our products will achieve initial market acceptance, and our ability to generate meaningful additional revenues from our products.

***Industry consolidation may result in increased competition, which could result in a loss of customers or a reduction in revenue.***

Some of our competitors have made or may make acquisitions or may enter into partnerships or other strategic relationships to offer more comprehensive services than they individually had offered or achieve greater economies of scale. In addition, new entrants not currently considered to be competitors may enter our market through acquisitions, partnerships or strategic relationships. We expect these trends to continue as companies attempt to strengthen or maintain their market positions. The potential entrants may have competitive advantages over us, such as greater name recognition, longer operating histories, more varied services and larger marketing budgets, as well as greater financial, technical and other resources. The companies resulting from combinations or that expand or vertically integrate their business to include the market that we address may create more compelling service offerings and may offer greater pricing flexibility than we can or may engage in business practices that make it more difficult for us to compete effectively, including on the basis of price, sales and marketing programs, technology or service functionality. These pressures could result in a substantial loss of our customers or a reduction in our revenue.

***We face various risks as an e-commerce retailer.***

As part of our growth strategy, we will initially sell our products directly to consumers. As such, we may require additional capital in the future to sustain or grow our e-commerce business. Business risks related to our e-commerce business include our inability to keep pace with rapid technological change, failure in our security procedures or operational controls, failure or inadequacy in our systems or labor resource levels to effectively process customer orders in a timely manner, government regulation and legal uncertainties with respect to e-commerce, and collection of sales or other taxes by one or more states or foreign jurisdictions. If any of these risks materialize, they could have an adverse effect on our business. In addition, we may face competition in the future from other internet retailers who enter the market. Our failure to positively differentiate our product and services offerings or customer experience from these internet retailers could have a material adverse effect on our business, financial condition and results of operations.

***The inability of any supplier, third-party distributor or transportation provider to deliver or perform for us in a timely or cost-effective manner could cause our operating costs to increase and our profit margins to decrease.***

We must continuously monitor our inventory and product mix against forecasted demand or risk having inadequate supplies to meet consumer demand as well as having too much inventory on hand that may reach its expiration date and become unsaleable. If we are unable to manage our supply chain effectively and ensure that our products are available to meet consumer demand, our operating costs could increase and our profit margins could decrease. Failure by our transportation providers to deliver our products on time or at all could result in lost sales. We use third-party transportation providers for our product shipments. Transportation services include scheduling and coordinating transportation of finished products to our customers, shipment tracking and freight dispatch services. Our use of transportation services for shipments is subject to risks, including increases in fuel prices, which would increase our shipping costs, and employee strikes and inclement weather, which may impact the ability of providers to provide delivery services that adequately meet our shipping needs, including keeping our products adequately refrigerated during shipment. Any such change could cause us to incur costs and expend resources. Moreover, in the future we may not be able to obtain terms as favorable as those we receive from the third-party transportation providers that we currently use, which in turn would increase our costs and thereby adversely affect our business, financial condition and results of operations.

***Increases in raw materials, packaging, oil and natural gas costs and volatility in the commodity markets may adversely affect our results of operations.***

Our financial results depend to a large extent on the costs of raw materials, packaging, oil and natural gas, and our ability to pass the costs of these materials onto our customers. Historically, market prices for food stocks have fluctuated in response to a number of factors, including economic conditions such as inflation, changes in U.S.

## EXHIBIT I

government farm support programs, changes in international agricultural trading policies, impacts of disease outbreaks on protein sources and the potential effect on supply and demand as well as weather conditions during the growing and harvesting seasons. Fluctuations in paper, steel and oil prices, which affect our costs for packaging materials, may result from changes in supply and demand, general economic conditions and other factors. In addition, we have exposure to changes in the pricing of oil and natural gas, which affects our manufacturing, transportation and packaging costs. If there is any increase in the cost of raw materials, packaging, or oil and natural gas expenses, we may be required to charge higher selling prices for our products to avoid margin deterioration. We cannot provide any assurances regarding the timing or the extent of our ability to successfully charge higher prices for our products, or the extent to which any price increase will affect future sales volumes. Our results of operations may be materially and adversely affected by this volatility.

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

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

***We have not prepared any audited financial statements.***

The financial statements attached as Exhibit A to this Form C have been "reviewed" only and such financial statements have not been verified with outside evidence as to management's amounts and disclosures. Additionally, tests on internal controls have not been conducted. Therefore, you will have no audited financial information regarding the Company's capitalization or assets or liabilities on which to make your investment decision.

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

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

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

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

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

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

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

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

***Changes in federal, state or local laws and government regulation could adversely impact our business.***

The Company is subject to legislation and regulation at the federal and local levels and, in some instances, at the state level. New laws and regulations may impose new and significant disclosure obligations and other operational, marketing and compliance-related obligations and requirements, which may lead to additional costs, risks of non-compliance, and diversion of our management's time and attention from strategic initiatives. Additionally, federal, state and local legislators or regulators may change current laws or regulations which could adversely impact our business. Further, court actions or regulatory proceedings could also change our rights and obligations under applicable federal, state and local laws, which cannot be predicted. Modifications to existing requirements or imposition of new requirements or limitations could have an adverse impact on our business.

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

We are also subject to a wide range of federal, state, and local laws and regulations. The violation of these or future requirements or laws and regulations could result in administrative, civil, or criminal sanctions against us, which may include fines, a cease and desist order against the subject operations or even revocation or suspension of our license to operate the subject business. As a result, we may incur capital and operating expenditures and other costs to comply with these requirements and laws and regulations.

***Changes in employment laws or regulation could harm our performance.***

Various federal and state labor laws govern our relationship with our employees and affect operating costs. These laws include minimum wage requirements, overtime pay, healthcare reform and the implementation of the Patient Protection and Affordable Care Act, unemployment tax rates, workers' compensation rates, citizenship requirements, union membership and sales taxes. A number of factors could adversely affect our operating results, including additional government-imposed increases in minimum wages, overtime pay, paid leaves of absence and mandated health benefits, mandated training for employees, increased tax reporting and tax payment requirements for employees who receive tips, a reduction in the number of states that allow tips to be credited toward minimum wage requirements,

## EXHIBIT I

changing regulations from the National Labor Relations Board and increased employee litigation including claims relating to the Fair Labor Standards Act.

*The Company may not be in compliance with the corporate registration requirements where it operates.*

The Company's headquarters are located in the State of New York. The Company is not currently qualified to conduct business in New York and intends to apply for qualification. The Company could be subject to fines, penalties or other administrative actions for failure to qualify in states that it operates in.

### **Risks Related to the Offering**

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

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

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

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

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

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

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

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

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

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

The Company may prevent any Investor from committing more than a certain amount in this Offering based on the Company's determination of the Investor's sophistication and ability to assume the risk of the investment. This means that your desired investment amount may be limited or lowered based solely on the Company's determination and not

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in line with relevant investment limits set forth by the Regulation CF rules. This also means that other Investors may receive larger allocations of the Offering based solely on the Company's determination.

### ***The Company has the right to extend the Offering Deadline.***

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

### ***The Company may also end the Offering early.***

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

### ***The Company has the right to conduct multiple closings during the Offering.***

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

## **Risks Related to the Securities**

***Investors will not have voting rights, even upon conversion of the Securities and will grant a third-party nominee broad power and authority to act on their behalf.***

In connection with investing in this Offering to purchase a Crowd SAFE ((Simple Agreement for Future Equity) investors will designate Republic Investment Services LLC (f/k/a NextSeed Services, LLC) (the "Nominee") to act on their behalf as agent and proxy in all respects. The Nominee will be entitled, among other things, to exercise any voting rights (if any) conferred upon the holder of the Securities or any securities acquired upon their conversion, to execute on behalf of an investor all transaction documents related to the transaction or other corporate event causing the conversion of the Securities, and as part of the conversion process the Nominee has the authority to open an account in the name of a qualified custodian, of the Nominee's sole discretion, to take custody of any securities acquired upon conversion of the Securities. Thus, by participating in the Offering, investors will grant broad discretion to a third party (the Nominee and its agents) to take various actions on their behalf, and investors will essentially not be able to vote upon matters related to the governance and affairs of the Company nor take or effect actions that might otherwise be available to holders of the Securities and any securities acquired upon their conversion. Investors should not participate in the Offering unless he, she or it is willing to waive or assign certain rights that might otherwise be afforded to a holder of the Securities to the Nominee and grant broad authority to the Nominee to take certain actions on behalf of the investor, including changing title to the Security.

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

You should be aware of the long-term nature of this investment. There is not now and likely will not ever be a public market for the Securities. Because the Securities have not been registered under the Securities Act or under the securities laws of any state or foreign jurisdiction, the Securities have transfer restrictions and cannot be resold in the United States except pursuant to Rule 501 of Regulation CF. It is not currently contemplated that registration under the Securities Act or other securities laws will be effected. Limitations on the transfer of the Securities may also adversely affect the price that you might be able to obtain for the Securities in a private sale. Investors should be aware of the long-term nature of their investment in the Company. Each Investor in this Offering will be required to represent that they are purchasing the Securities for their own account, for investment purposes and not with a view to resale or distribution thereof. If a transfer, resale, assignment or distribution of the Security should occur prior to the conversion of the Security or after, if the Security is still held by the original purchaser directly, the transferee, purchaser, assignee or distributee, as relevant, will be required to sign a new Nominee Rider (as defined in the Security) and provide personally identifiable information to the Nominee sufficient to establish a custodial account at a later date and time. Under the Terms of the Securities, the Nominee has the right to place units received from the conversion of the Security into a custodial relationship with a qualified third party and have said Nominee be listed as the holder of record. In this case, Investors will only have a beneficial interest in the equity securities derived from the Securities, not legal ownership, which may make their resale more difficult as it will require coordination with the custodian and Republic Investment Services.

***Investors will not become equity holders until the Company decides to convert the Securities or until there is a change of control or sale of substantially all of the Company's assets. The Investor may never directly hold equity in the Company.***

Investors will not have an ownership claim to the Company or to any of its assets or revenues for an indefinite amount of time and depending on when and how the Securities are converted, the Investors may never become equity holders of the Company. Investors will not become equity holders of the Company unless the Company receives a future round of financing great enough to trigger a conversion and the Company elects to convert the Securities. The Company is under no obligation to convert the Securities. In certain instances, such as a sale of the Company or substantially all of its assets, an initial public offering or a dissolution or bankruptcy, the Investors may only have a right to receive cash, to the extent available, rather than equity in the Company. Further, the Investor may never become an equity holder, merely a beneficial owner of an equity interest, should the Company or the Nominee decide to move the Crowd SAFE or the securities issuable thereto into a custodial relationship.

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

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

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

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

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

Unlike convertible notes and some other securities, the Securities do not have any "default" provisions upon which Investors will be able to demand repayment of their investment. The Company has ultimate discretion as to whether or not to convert the Securities upon a future equity financing and Investors have no right to demand such conversion. Only in limited circumstances, such as a liquidity event, may Investors demand payment and even then, such payments will be limited to the amount of cash available to the Company.

***The Company may never elect to convert the Securities or undergo a liquidity event and Investors may have to hold the Securities indefinitely.***

The Company may never conduct a future equity financing or elect to convert the Securities if such future equity financing does occur. In addition, the Company may never undergo a liquidity event such as a sale of the Company or an initial public offering. If neither the conversion of the Securities nor a liquidity event occurs, Investors could be left holding the Securities in perpetuity. The Securities have numerous transfer restrictions and will likely be highly illiquid, with no secondary market on which to sell them. If a transfer, resale, assignment or distribution of the Security should occur prior to the conversion of the Security or after, if the Security is still held by the original purchaser directly, the transferee, purchaser, assignee or distributee, as relevant, will be required to sign a new Nominee Rider (as defined in the Security) and provide personally identifiable information to the Nominee sufficient to establish a custodial account at a later date and time. Under the terms of the Securities, the Nominee has the right to place units received from the conversion of the Security into a custodial relationship with a qualified third party and have said Nominee be listed as the holder of record. In this case, Investors will only have a beneficial interest in the equity securities derived from the Securities, not legal ownership, which may make their resale more difficult as it will require coordination with the custodian and Republic Investment Services. The Securities are not equity interests, have no ownership rights, have no rights to the Company's assets or profits and have no voting rights or ability to direct the Company or its actions.

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

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

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

In addition, the Company has certain equity grants and convertible securities outstanding. Should the Company enter into a financing that would trigger any conversion rights, the converting securities would further dilute the equity securities receivable by the holders of the Securities upon a qualifying financing.

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

In the event the Company decides to exercise the conversion right, the Company will convert the Securities into equity securities that are materially different from the equity securities being issued to new investors at the time of conversion in many ways, including, but not limited to, liquidation preferences, dividend rights, or anti-dilution protection. Additionally, any equity securities issued at the First Equity Financing Price (as defined in the Crowd SAFE agreement) shall have only such preferences, rights, and protections in proportion to the First Equity Financing Price and not in proportion to the price per unit paid by new investors receiving the equity securities. Upon conversion of the Securities, the Company may not provide the holders of such Securities with the same rights, preferences, protections, and other benefits or privileges provided to other investors of the Company.

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

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

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

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

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

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

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

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

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

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



# EXHIBIT I

## BUSINESS

### Description of the Business

Schnacks LLC, operating as tbh, is a snack foods company. The Company is reimagining nostalgic snacking, starting with Nutella. The Company's Hazelnut Cocoa Spread has hazelnuts as the first ingredient, 50% less sugar, 3x more protein, and absolutely no palm oil. The Company is planning to expand its portfolio in the future to other snacks you loved but make them better for you and better for our planet. The Company was formed on June 8, 2020.

The Company is currently headquartered and conducts business in New York and sells its products through the internet throughout the United States and internationally (merchandise only).

### Business Plan

The Company plans to significantly expand its business by expanding technology and product development, growing out its infrastructure and increasing sales and marketing. The capital we raise here will empower us to expand technology and product development, increase sales and marketing efforts and grow out our infrastructure as we continue to aggressively grow and expand our business.

### The Company's Products and/or Services

Product / Service	Description	Current Market
tbh Hazelnut Cocoa Spread	A vegan, palm-oil free hazelnut spread	Direct-to-Consumer (DTC) geared towards Gen Z, Millennial parents, and people looking for a better alternative to their favorite childhood snack.

### Competition

The markets in which our products are sold are highly competitive. Our products compete against similar products of many large and small companies, including well-known global competitors. Product quality, value and packaging are also important differentiating factors.

The Company's biggest competitor is Nutella, who has been a category leader for decades. In the recent years, there are several brands who have appeared in the aisle that are trying to recreate the product, such as Justin's, Fine and Raw and Nocciolata. None of those brands started selling their product DTC, and none are focused on creating a community which is the Company's approach prior to entering the brick and mortar experience. The Company is targeting not only Millennials but also Gen Z, which use 76% of their discretionary spending on specialty foods. Additionally, the Company's goal is to truly replicate the flavor and texture of Nutella, which means the customer has no sacrifice and only benefits when purchasing our product.

### Customer Base

The Company's customers are generally Millennial parents, vegans, or health-conscious Gen Z's. We lean 65% women to 35% men.

### Supply Chain

Although the Company is dependent upon certain third party vendors, the Company has access to alternate service providers in the event its current third-party vendors are unable to provide services or any issues arise with its current vendors where a change is required to be made. The Company does not believe the loss of a current third-party vendor or service provider would cause a major disruption to its business, although it could cause short-term limitations or disruptions.

## EXHIBIT I

### Intellectual Property

Application or Registration #	Title	Description	File Date	Grant Date	Country
90487080*	"tbb"	Standard Character Mark	January 25, 2021	Pending	USA

\*Also, filed in Brazil and India

All other intellectual property is in the form of trade secrets, business methods and know-how and is protected through intellectual assignment and confidentiality agreements with Company employees, advisors and consultants.

### Governmental/Regulatory Approval and Compliance

The Company is subject to and affected by the laws and regulations of U.S. federal, state and local governmental authorities. These laws and regulations are subject to change.

### Litigation

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

## EXHIBIT I

### USE OF PROCEEDS

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

Use of Proceeds	% of Proceeds if Target Offering Amount Raised	Amount if Target Offering Amount Raised	% of Proceeds if Maximum Offering Amount Raised	Amount if Maximum Offering Amount Raised
Intermediary Fees	3.5%	\$875	3.5%	\$43,225
Technology & Product Development (1)	30%	\$7,500	30%	\$370,500
Sales and Marketing (2)	20%	\$5,000	25%	\$308,750
Infrastructure	2%	\$500	0.5%	\$6,175
General Working Capital (3)	44.5%	\$11,125	41%	\$506,350
<b>Total</b>	<b>100%</b>	<b>\$25,000</b>	<b>100%</b>	<b>\$1,235,000</b>

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

Set forth below are reasonably specific descriptions of how we intend to use the net proceeds of this Offering for any category in excess of ten percent (10%) in the table above intended to assist you in understanding how the offering proceeds will be used.

(1) Proceeds will be used to focus on manufacturing, research and development, and new product development to grow our product offering, and build our brand through an omnichannel strategy. Product development incorporates production and manufacturing for these new (and existing) items.

(2) Sales and Marketing proceeds will be used to acquire new customers and support our existing retail partners. We will focus on increasing our new customers, driving trial and keeping those that tried tbh in the family as subscription customers.

(3) General Working Capital proceeds will be used to pay our current team (including brokers and freelancers), our warehouse for storing and shipping products and any software bills that are reoccurring on a monthly basis.

## EXHIBIT I

### DIRECTORS, OFFICERS, MANAGERS, AND KEY PERSONS

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

Name	Positions and Offices Held at the Company	Principal Occupation and Employment Responsibilities for the Last Three (3) Years	Education
Elena Guberman	Co-CEO, Co-Founder and Manager	<p>Co-CEO, Co-Founder and Manager of Schnacks LLC dba tbb, 2021 - Present</p> <p>Responsible for sales, operations, and general CEO responsibilities</p> <p>Co-Founder of Rubbish, 2019 – 2021</p> <p>Responsible for operational and business strategy, company growth and growing teams to support scale</p> <p>Managing Partner of Rodeo CPG, 2017 - 2020</p> <p>Responsible for operational and business strategy, company growth and growing teams to support scale</p>	Fordham University, B.A., International Affairs/Art History, 2008
Ba Minuzzi	Co-CEO, Co-Founder and Manager	<p>Co-CEO, Co-Founder and Manager of Schnacks LLC dba tbb, 2020 - Present</p> <p>Responsible for general CEO responsibilities</p> <p>Founder and CEO of Umana and Umana Venture Studio, 2018 - Present</p> <p>Led wealth management and fundraising efforts for the fund and grew team.</p>	Colegio Farrouphilha, 2005 (High School)
Ilana Wayne	Head of Marketing and Creative	<p>Head of Marketing and Creative of Schnacks LLC dba tbb, 2020 - Present</p> <p>Responsible for leading partnerships and marketing efforts at the Company</p> <p>Head of Marketing of Umana and Umana Venture Studio, 2019 - 2020</p>	University of Texas, Austin, B.A. in Design, 2020

EXHIBIT I

Don Richardson	Executive Vice President of Sales	<p>Head of Sales of Schnaeks LLC dba tbh, 2021 - Present</p> <p>Leading the Company's retail expansion and growth domestically and internationally.</p> <p>CEO and President, DRM Global 2008- Present</p> <p>Responsible for strategy for growth and scale for food and business brands to national and global distribution</p>	Baylor University, B.A., Business, 1979
Noah Schnapp	Co-Founder, Chief Snacking Officer and Chairman of Board of Managers	<p>Co-Founder, Chief Snacking Officer and Chairman of Board of Managers of Schnaeks LLC dba tbh, 2020 - Present</p> <p>Responsible for board oversight</p> <p>Actor, 2013 - Present</p> <p>Acted in various shows, including Stranger Things</p>	University of Pennsylvania, Business and Entrepreneurship, Currently Attending since Fall 2022
Mo Mostashari	Manager	<p>Board of Managers of Schnaeks LLC dba tbh, 2020 - Present,</p> <p>Responsible for board oversight</p> <p>President, AMIBA Consulting, 2019 - Present</p> <p>Brokers relationships between celebrities and brands; manages talent</p>	University of California, Los Angeles, B.S., Psychobiology, 2010
Karine Schnapp	Manager	<p>Board of Managers of Schnaeks LLC dba tbh, 2020 - Present,</p> <p>Responsible for board oversight</p> <p>Vice President, Global Marketing, Tiffany &amp; Co., 2019 - 2022</p> <p>Led strategic marketing efforts internationally</p>	McGill University, B.A., Business Relations, 1996

## EXHIBIT I

### Biographical Information

Elena Guberman: Elena is the Co-CEO, Co-Founder and Manager of the Company. She is an operator and strategic builder, focused in consumer packaged goods (CPG) and the natural and organic space. Elena's passionate about using brands to bring awareness to waste, sustainability and how to be net positive while scaling CPG companies.

→ Ba Minuzzi: Ba is the Co-CEO, Co-Founder and Manager of the Company. She is also the Founder and CEO of UMANA, and a self-made entrepreneur who leads conscious investing and wealth management for high-net-worth celebrity clients. With UMANA, Ba is redefining wealth through purpose-driven efforts that will create a legacy for the next generation.

Ilana Wayne: Ilana is the Head of Marketing and Creative for the Company. She specializes in content direction and omni-channel brand storytelling. Ilana is passionate about brands led by young and powerful voices who are working towards a more sustainable future.

Don Richardson: Don is the Head of Sales for the Company. He is a CPG sales and marketing veteran building brands from startups to established companies, from inception to acquisition, through domestic and global partnerships.

→ Noah Schnapp: Noah is the Chairman of the Board of Managers of the Company, is an award-winning actor, entrepreneur, and Gen-Z thought leader. He has over 60M followers across social platforms, with a loud voice advocating for positive change in the world. He played Will Byers in Stranger Things, is continuing to pursue acting and is a freshman in University of Pennsylvania, majoring in business and entrepreneurship.

→ Mo Mostashari: Mo is a member of the Board of Managers of the Company. As an endorsement talent agent at ICM Partners for nearly a decade, Mo specializes in commercial brand deals with actors, musicians, and influencers. Mo left ICM in 2019 to start AMIBA Consulting and currently has structured over 10 celebrity/brand equity partnership deals. He currently sits on the board of Florence by Mills. Mo was an early investor in Robinhood, Relativity Space, Pearpop and Public.

→ Karine Schnapp: Karine is a member of the Board of Managers of the Company. She is a global marketing executive with over 20 years of experience in the luxury beauty and fashion space. Karine has helped grow such notable Fortune 500 companies like L'Oreal, Victoria's Secret, Hugo Boss and Tiffany, amongst others.

### Indemnification

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

# EXHIBIT I

## CAPITALIZATION, DEBT AND OWNERSHIP

### Capitalization

The Company's authorized equity securities consist of 900,000 Class F Units (the "Class F Units") and 100,000 Class P Units, which do not carry voting rights (the "Class P Units"). As of the date of this Offering, 900,000 Class F Units are issued and outstanding. The Company has also agreed to issue 100,000 Class P Units to certain executives of the Company, which remain subject to the establishment of a Company Equity Incentive Plan and the execution of definitive documentation. As such, these Class P Units are not included in the information below.

### Outstanding Equity Securities

As of the date of this Form C, the Company's outstanding equity securities consists of:

Type	Class F Units*
Amount Outstanding	900,000
Voting Rights	1 vote per Class F Unit
Anti-Dilution Rights	None
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	The Company may issue additional Class F Units at a later date. The issuance of such additional Class F Units would be dilutive, and could adversely affect the value of the Securities issued pursuant to Regulation CF.
Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).	73.26%

\*Two Class F Unit holders each have a right to select two managers to the Board of Managers, while another Class F Unit holder has a right to select one manager to the Board of Managers.

## EXHIBIT I

***Outstanding Options, SAFEs, Convertible Notes, Warrants***

As of the date of this Form C, the Company has the following additional securities outstanding:

<b>Type</b>	SAFE (Simple Agreement for Future Equity)
<b>Face Value</b>	\$300,000
<b>Voting Rights</b>	The holders of SAFEs are not entitled to vote.
<b>Anti-Dilution Rights</b>	None
<b>Material Terms</b>	Valuation cap of \$5,000,000
<b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>	The Company may issue additional SAFEs at a later date. The availability of any units of Class F Units issued pursuant to the exercise of such additional SAFEs would be dilutive, and could adversely affect the value of the Securities issued pursuant to Regulation CF.
<b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b>	4.40%

<b>Type</b>	SAFE (Simple Agreement for Future Equity)
<b>Face Value</b>	\$1,109,980
<b>Voting Rights</b>	The holders of SAFEs are not entitled to vote.
<b>Anti-Dilution Rights</b>	None
<b>Material Terms</b>	Valuation cap of \$8,000,000
<b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>	The Company may issue additional SAFEs at a later date. The availability of any units of Class F Units issued pursuant to the exercise of such additional SAFEs would be dilutive, and could adversely affect the value of the Securities issued pursuant to Regulation CF.
<b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b>	10.17%



## EXHIBIT I

<b>Type</b>	SAFE (Simple Agreement for Future Equity)
<b>Face Value</b>	\$1,662,000
<b>Voting Rights</b>	The holders of SAFEs are not entitled to vote.
<b>Anti-Dilution Rights</b>	None
<b>Material Terms</b>	Valuation cap of \$10,000,000
<b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>	The Company may issue additional SAFEs at a later date. The availability of any units of Class F Units issued pursuant to the exercise of such additional SAFEs would be dilutive, and could adversely affect the value of the Securities issued pursuant to Regulation CF.
<b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b>	12.18%

### Outstanding Debt

As of the date of this Form C, the Company has no outstanding debt.

### Ownership

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

Name	Amount and Type or Class Held	Percentage Ownership (in terms of voting power)
Donna BWS, LLC*	250,000 Class F Units	27.78%
Yessah Productions, Inc.*	250,000 Class F Units	27.78%

\*Noah Schnapp and Karine Schnapp are the sole owners of twenty percent (20%) or more of each entity.

# EXHIBIT I

## FINANCIAL INFORMATION

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

### **Cash and Cash Equivalents**

As of October 31, 2022, the Company had an aggregate of \$43,650 in cash and cash equivalents, leaving the Company with approximately 9 months of runway. Runway is calculated by dividing cash-on-hand by average monthly net loss (if any).

### **Liquidity and Capital Resources**

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

### **Capital Expenditures and Other Obligations**

The Company does not intend to make any material capital expenditures in the near future.

### **Valuation**

Although the Securities provide certain terms, which may include a valuation cap, the Company has ascribed no pre-Offering valuation to the Company; the Securities are priced arbitrarily and the Company makes no representations as to the reasonableness of any specified valuation cap.

### ***Trends and Uncertainties***

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

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

### **Material Changes and Other Information**

None

## EXHIBIT I

### Previous Offerings of Securities

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

Security Type	Principal Amount of Securities Sold	Amount of Securities Issued/Holders	Use of Proceeds	Issue Date	Exemption from Registration Used or Public Offering
Class F Units	N/A	900,000	N/A	June 8, 2020	Section 4(a)(2)
SAFE (Simple Agreement for Future Equity)	\$300,000	3	Product Development and General Working Capital	February 1, 2021	Section 4(a)(2)
SAFE (Simple Agreement for Future Equity)	\$1,109,980	19	Product Development and General Working Capital	February 16, 2021; February 24, 2021; March 17, 2021; June 29, 2021; July 6, 2021; September 1, 2021; October 6, 2021; October 9, 2021; October 12, 2021; October 13, 2021; October 22, 2021; November 12, 2021; September 4, 2022; October 1, 2022	Section 4(a)(2)
SAFE (Simple Agreement for Future Equity)	\$1,662,000	14	Product Development and General Working Capital	February 1, 2022; February 15, 2022; February 21, 2022; February 28, 2022; May 12, 2022; May 20, 2022; August 25, 2022; August 30, 2022; August 31, 2022; September 1, 2022; September 4, 2022; October 4, 2022	Section 4(a)(2)

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

## EXHIBIT I

### TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST

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

The Company has conducted the following transactions with related persons:

- (a) In December 2020, the Company advanced \$100,000 to a member, which did not accrue interest and was repaid in January 2021.

### TAX MATTERS

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

**TO ENSURE COMPLIANCE WITH THE REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT ANY TAX STATEMENT IN THIS FORM C CONCERNING UNITED STATES FEDERAL TAXES IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING ANY TAX-RELATED PENALTIES UNDER THE UNITED STATES INTERNAL REVENUE CODE. ANY TAX STATEMENT HEREIN CONCERNING UNITED STATES FEDERAL TAXES WAS WRITTEN IN CONNECTION WITH THE MARKETING OR PROMOTION OF THE TRANSACTIONS OR MATTERS TO WHICH THE STATEMENT RELATES. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.**

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

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

# EXHIBIT I

## LEGAL MATTERS

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

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

- (1) Is organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia;
- (2) Is not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") (15 U.S.C. 78m or 78o(d));
- (3) Is not an investment company, as defined in Section 3 of the Investment Company Act of 1940 (the "Investment Company Act") (15 U.S.C. 80a-3), or excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act (15 U.S.C. 80a-3(b) or 80a-3(c));
- (4) Is not ineligible to offer or sell securities in reliance on Section 4(a)(6) of the Securities Act of 1933 (the "Securities Act") (15 U.S.C. 77d(a)(6)) as a result of a disqualification as specified in § 227.503(a);
- (5) Has filed with the SEC and provided to investors, to the extent required, any ongoing annual reports required by law during the two years immediately preceding the filing of this Form C; and
- (6) Has a specific business plan, which is not to engage in a merger or acquisition with an unidentified company or companies.

### Bad Actor Disclosure

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

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

### Ongoing Reporting

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

Once posted, the annual report may be found on the Company's website at <https://www.smacktbl.com>.

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

- (1) the Company is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;
- (2) the Company has filed at least three annual reports pursuant to Regulation CF and has total assets that do not exceed \$10,000,000;
- (3) the Company has filed at least one annual report pursuant to Regulation CF and has fewer than 300 holders of record;
- (4) the Company or another party repurchases all of the Securities issued in reliance on Section 4(a)(6) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or
- (5) the Company liquidates or dissolves its business in accordance with applicable state law.

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

## EXHIBIT I

### ADDITIONAL INFORMATION

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

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

## EXHIBIT I

### SIGNATURE

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

/s/Elena Guberman

(Signature)

Elena Guberman

(Name)

Co-Chief Executive Officer

(Title)

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

/s/ Elena Guberman

(Signature)

Elena Guberman

(Name)

Manager

(Title)

November 21, 2022

(Date)

/s/ Ba Minuzzi

(Signature)

Ba Minuzzi

(Name)

Manager

(Title)

November 21, 2022

(Date)

EXHIBIT I

/s/ Noah Schnapp  
(Signature)

Noah Schnapp  
(Name)

Manager  
(Title)

November 21, 2022  
(Date)

/s/ Mo Mostashari  
(Signature)

Mo Mostashari  
(Name)

Manager  
(Title)

November 21, 2022  
(Date)

/s/ Karine Schnapp  
(Signature)

Karine Schnapp  
(Name)

Manager  
(Title)

November 21, 2022  
(Date)

***Instructions.***

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

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



EXHIBIT I

**EXHIBIT A**

*Financial Statements*

## EXHIBIT I

**Schnacks LLC** (the "Company") a Delaware Limited Liability Company

Financial Statements (unaudited) and  
Independent Accountant's Review Report

Years ended December 31, 2020 & 2021

## EXHIBIT I



### INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To Management  
Schnacks LLC

We have reviewed the accompanying financial statements of the Company which comprise the statement of financial position as of December 31, 2020 & 2021 and the related statements of operations, statement of changes in member's equity, and statement of cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

#### Management's Responsibility for the Financial Statements

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

#### Accountant's Responsibility

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

#### Accountant's Conclusion

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

#### Going Concern

As discussed in Note 8, certain conditions indicate that the Company may be unable to continue as a going concern. The accompanying financial statements do not include any adjustments that might be necessary should the Company be unable to continue as a going concern. Management has evaluated these conditions and plans to generate revenues and raise capital as needed to satisfy its capital needs.

Vince Mongio, CPA, CIA, CFE, MACC  
Miami, FL  
November 17, 2022

*Vincenzo Mongio*

## EXHIBIT I

### Statement of Financial Position

	As of December 31,	
	2021	2020
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and Cash Equivalents	65,311	109,538
Accounts Receivable	21,878	-
Prepaid Expenses	60,736	-
Inventory	286,844	-
Due from Related Party	-	100,000
Total Current Assets	434,769	209,538
<b>TOTAL ASSETS</b>	<b>434,769</b>	<b>209,538</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
Accounts Payable	223	-
Accrued Expenses	21,444	-
Total Current Liabilities	21,667	-
<b>Long-term Liabilities</b>		
Future Equity Obligations	1,187,180	300,000
Total Long-Term Liabilities	1,187,180	300,000
<b>TOTAL LIABILITIES</b>	<b>1,208,847</b>	<b>300,000</b>
<b>EQUITY</b>		
Accumulated Deficit	(774,077)	(90,462)
Total Equity	(774,077)	(90,462)
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>434,769</b>	<b>209,538</b>

### Statement of Operations

	Year Ended December 31,	
	2021	2020
Revenue	72,070	-
Cost of Revenue	73,236	-
Gross Profit	(1,166)	-
<b>Operating Expenses</b>		
Advertising and Marketing	229,491	35,500
General and Administrative	443,953	29,541
Research and Development	9,005	25,421
Total Operating Expenses	682,449	90,462
Operating Income (loss)	(683,615)	(90,462)
Provision for Income Tax	-	-
<b>Net Income (loss)</b>	<b>(683,615)</b>	<b>(90,462)</b>

## EXHIBIT I

### Statement of Cash Flows

	Year Ended December 31,	
	2021	2020
<b>OPERATING ACTIVITIES</b>		
Net Income (Loss)	(683,615)	(90,462)
Adjustments to reconcile Net Income to Net Cash provided by operations:		
Accounts Payable	223	-
Inventory	(286,844)	-
Accounts Receivable	(21,878)	-
Accounts Receivable - Related Party	100,000	(100,000)
Prepays	(60,736)	-
Accrued Expenses	21,444	-
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	(247,792)	(100,000)
Net Cash provided by (used in) Operating Activities	(931,407)	(190,462)
<b>FINANCING ACTIVITIES</b>		
Future Equity Obligations	887,180	300,000
Net Cash provided by (used in) Financing Activities	887,180	300,000
Cash at the beginning of period	109,538	-
Net Cash increase (decrease) for period	(44,227)	109,538
Cash at end of period	65,311	109,538

### Statement of Changes in Shareholder Equity

	Accumulated Deficit	Total Shareholder Equity
Beginning Balance at 6/8/2020 (inception)	-	-
Net Income (Loss)	(90,462)	(90,462)
Ending Balance 12/31/2020	(90,462)	(90,462)
Net Income (Loss)	(683,615)	(683,615)
Ending Balance 12/31/2021	(774,077)	(774,077)

# EXHIBIT I

**Schnacks LLC**  
**Notes to the Unaudited Financial Statements**  
**December 31st, 2021**  
**USD**

## **NOTE 1 – ORGANIZATION AND NATURE OF ACTIVITIES**

Schnacks LLC dba TBH (the “Company”) is a statutory public benefit limited liability company formed on June 8<sup>th</sup>, 2020 under the laws of the State of Delaware. The Company sells sustainable and nutritious food products via e-commerce channels with an overall mission to decrease child hunger by helping hungry children both locally and globally. The Company is headquartered in Studio City, California.

The Company will conduct a crowdfunding campaign under regulation CF in 2022 and 2023 to raise operating capital.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

### Basis of Presentation

Our financial statements are prepared in accordance with U.S. generally accepted accounting principles (“GAAP”). Our fiscal year ends on December 31. The Company has no interest in variable interest entities and no predecessor entities.

### Use of Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Cash and Cash Equivalents

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

### Fair Value of Financial Instruments

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

These tiers include:

- Level 1: defined as observable inputs such as quoted prices in active markets;
- Level 2: defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and
- Level 3: defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

### Concentrations of Credit Risks

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

# **EXHIBIT J**

## EXHIBIT J

# PUBLIC BENEFIT CORPORATIONS: [DELAWARE]



## FORMATION DOCUMENTS & OTHER REQUIRED AGREEMENTS

A PUBLIC BENEFIT CORPORATION IS A FOR-PROFIT CORPORATION INTENDED TO PRODUCE A PUBLIC BENEFIT & OPERATE IN A RESPONSIBLE & SUSTAINABLE MANNER.

by UMANA | Studio

### 1 CERTIFICATE OF INCORPORATION

The Certificate of Incorporation is the primary governance document of the corporation and is the only document required to be filed in Delaware to properly form and organize a Public Benefit Corporation ("PBC"). A corporation becomes a legal entity upon the filing of its Certificate of Incorporation (in some states Articles of Incorporation) with the Secretary of State's Office.

### 2 INITIAL ACTION BY THE SOLE INCORPORATOR

The Initial Action by the Sole Incorporator has the Incorporator appoint the first Board of Directors.

#### Board of Directors:

- Elect Officers
- Authorize the Issuance of Stock to Founders
- Establish Bank Account
- Authorizes the payment of Incorporation expenses

### 3 BYLAWS

Bylaws set forth the formal rules and procedures adopted by a corporation that establish how the management of the corporation's business and conduct of its corporate affairs. REMEMBER, the Bylaws are secondary to the Certificate of Incorporation. If there is any conflict between the Cert/Bate of Incorporation & the Bylaws, the Certificate of Incorporation will govern.

### 4 CONFIDENTIAL INFORMATION & INVENTIONS ASSIGNMENT AGREEMENT

Confidential Information and Inventions Assignment Agreements ("CIIAAs") ensure that intellectual property rights created by employees/contractors during the course of their employment are assigned to the employer. Should contain:

- Non-disclosure Clause
- Non-solicitation

### 5 INITIAL ACTION BY THE DIRECTORS | UNANIMOUS WRITTEN ACTION & DIRECTORS CONSENT

A corporation's first "organizational meeting" is often NOT held in person, but rather it is memorialized through unanimous written actions and director consents.

### 6 STOCK PURCHASE AGREEMENT

The human body has been designed to resist an infinite number of changes brought about by its environment. The secret of good health lies in successful adjustment to changing stresses on the body.

### 7 SECTION 83(B) ELECTION

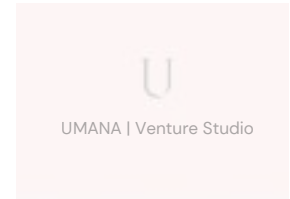
Learn to follow the inner self, healing is simply attempting to do more of those things that bring joy and fewer of those things that bring pain, said O. Carl Simonton.

### 8 STOCKHOLDER AGREEMENTS

Although not required, stockholders sometimes enter into agreements with each other at the time of formation to set forth certain rights and obligations, such as voting, transfer restrictions, and registration rights.



# SCHNACKS - and - UMANA | VENTURE STUDIO



## STEP #1

DRAFT FORMATION DOCUMENTS:

1. Certificate of Incorporation
2. By-Laws
3. Organizational Action of the Incorporator & First Meeting of the Board of Directors
4. Stockholder Agreements

## STEP #5

SUBSCRIPTION AGREEMENTS & STOCK CERTIFICATES

*Once these documents are complete, deliver the originals to the Stockholders and file a copy of each in the minute book of the Corporation. All issuances should be recorded in the Stock Ledger.*

## STEP #2

FILE CERTIFICATE OF INCORPORATION

*The Certificate of Incorporation is filed with the Secretary of State in Delaware. Can file using a Service Company; Mail; or Fax to the appropriate state agency.*

## STEP #6

ANY AGREEMENTS AMONG STOCKHOLDERS

*(If applicable) Once these documents are complete, deliver the originals to the Stockholders and file a copy of each in the minute book of the Corporation.*

## STEP #3

OBTAIN SIGNATURES & DELIVER DOCUMENTS:

*It is crucial to obtain ALL necessary signatures and date the documents so that they are legally binding. Also make copies and file all the documents in the minute book of the corporation so that the corporation can prove it observed all necessary formalities. .*

## POST-INCORPORATION LOGISTICS

*- Foreign Qualifications: If the Corporation is going to conduct business in other states or is located in a state other than its state of incorporation, it needs to be properly qualified.*

[check the specific requirements of EACH state]:

- Checking the Name Availability of the Corporation in the State
- Preparing & Filing any necessary documents, often called a Certificate of Authority; and
- Payment of Fees

*- Employer Identification Number: The Corporation must apply for an Employer Identification Number (EIN) with the Internal Revenue Service (IRS).*

*- Licenses & Permits: The Corporation must apply for any Licenses or Permits it needs to conduct its business, such as waste disposal, gaming, or food service.*

## STEP #4

AFTER THE CERTIFICATE OF INCORPORATION IS FILED, THE FOLLOWING MUST BE EXECUTED:

***The Organization Action of the Incorporator  
-AND-  
Written Consent of the Board of Directors.***

*IF - the Board of Directors is specified in the Certificate of Incorporation, the Organizational Action of the Incorporator is NOT necessary. Once these documents are complete, file them in the minute book of the Corporation.*

## EXHIBIT J

# UMANA | Venture Studio

re: SCHNACKS, LLC

# role and contributions

June 6, 2020

## UMANA | Venture Studios

UMANA Venture Studio, LLC ("UMANA Venture Studio") is a venture studio composed of seasoned experts, industry leaders, entrepreneurs, and investors supporting and developing new and early stage startups by providing access to resources, expertise, technologies, and experienced operators and executives ready to take on a market. UMANA Venture Studio's mission is to create and co-build impact-driven consumer brands while following 3 core pillars:

- (1) Create brands that have a positive impact in the world;
- (2) Partner up with conscious celebrities that have the potential to educate and insight massive audiences to take positive actions in the world; and
- (3) Co-create alongside forward thinking and mission driven entrepreneurs & operators.

### Structure:

UMANA Venture Studio ("UVS") counts with internal multidisciplinary strategic areas that have the objective to provide all the necessary assistance for the new ventures. The internal core areas include the following:

**Operations; Finance;  
Partnerships; Fundraising;  
Product Development;  
Intelligence; Design.**

These internal areas provide services such as research & development, market data & insights, celebrity connections, brand strategy, campaigns design, financial analysis and capital raising. In addition to the core internal areas, UMANA Venture Studio counts with external partners and advisors that can assist our ventures in their core specialities and help them scale.

UMANA Venture Studio grows companies from a leadership position and reach our targeted consumers with strategic external partnerships.

### Point of Contact:

**Pedro Vieira**, Head of Operations  
UMANA | Venture Studio

All communications involving the internal team of Umana Venture Studio, the external partners or anyone directly involved with the Company must be directed to Pedro Vieira - Head of Operations at UVS. Pedro Vieira will be responsible for managing all internal core areas of UVS and oversee the communications between the stakeholders involved in the Company.

## EXHIBIT J

# UMANA | Venture Studio

re: SCHNACKS, LLC

# role and contributions

June 6, 2020

## Management

UMANA Ventures Studio is responsible for the formation of the internal management and operations of the Company until a Chief Executive Officer is appointed. Umana Venture Studio will participate in the core initial activities of the Company, involving product definition, founding team selection and capital raising.

- Defining Company Mission Statement & Vision
- Aligning the company with at least one of the United Nations' Sustainable Development Goals (SDG's)
- Developing Brand Positioning & its Visual Identity
- Co-creating the initial product alongside the founding team
- Appointing Company CEO
- Leading the fundraising for the seed capital of the company
- Defining Company initial Advisory Board
- Determining Company Objectives and Key Results ("OKRs")

## Quarterly OKRs

UMANA Studio Ventures will develop, implement, and track quarterly OKRs. The OKR method includes the following:

Setting Company goals by conceiving strong, purposeful, metric-driven, and motivating OKRs. Uniting the Company by providing focus and strategy. Clearly communicating OKR-based goals and cascading them up and down the organization. Increasing employee alignment and engagement between the different areas of the company. Track both individual and team performances via metrics established. Through the OKR method, Umana Venture Studio will be able to watch closely the development of the company, analyze which areas the company requires further assistance and will enable UVS to act in the best way possible adding value and working alongside the executive team.

## Executive Match:

Subject to the Board's approval, UMANA Studio Ventures will be responsible for screening, selecting, and appointing the Chief Executive Officer (the "CEO") of the Company. Moreover, upon Board's approval, Umana Venture Studio can also assist in the following tasks: Recruit other founding team members; Map and indicate influential people to be part of the Advisory Board of the company; Screen and assist with hiring top-tier talent; Match the company with influential advisors.

# EXHIBIT J

## Certificate of Incorporation – Schnacks, Inc. (Public Benefit Corporation)

The **Certificate of Incorporation for a Public Benefit Corporation** (“PBC”) in Delaware is very similar to the Certificate of Incorporation for a *traditional corporation*, with a just a couple more obligations, including the requirements to:

1. Pursue one or more **Public Benefits**; and
2. Operate in a manner that considers the interests of those **materially affected** by its conduct.

**Certificate of Incorporation:**  
The Founding Document that establishes and organizes a corporation. A corporation is created by filing the Certificate of Incorporation (or *Articles of Incorporation in California*) with the relevant Secretary of State.

A corporation’s organizational documents (Certificate of Incorporation; Bylaws; & Organizational Meetings) are largely standard “boiler point” language. Corporation’s may modify/add terms if desired. However, the following – (#) terms **MUST** be present to properly incorporate a Public Benefit Corporation:

**CERTIFICATE OF INCORPORATION**  
**OF**  
**SCHNACKS, INC.**  
**A DELAWARE PUBLIC BENEFIT CORPORATION**

The undersigned, a natural person (the “*Sole Incorporator*”), for the purpose of organizing a public benefit corporation to conduct the business and promote the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware hereby certifies that:

**I. NAME**

The name of this public benefit corporation is SCHNACKS, INC. (the “*Corporation*”).

**II. REGISTERED AGENT & ADDRESS**

The registered office of the corporation in the State of Delaware shall be 1209 Orange Street - Corporation Trust Center, City of Wilmington, County of New Castle, 19801 and the name of the registered agent of the corporation in the State of Delaware at such address is The Corporation Trust Company.

**III. PURPOSE**

**A. BENEFIT CORPORATION**

This Corporation shall be a Public Benefit Corporation as contemplated by subchapter XV of the Delaware General Corporation law (the “*DGCL*”), or any successor provisions that it is intended to operate in a responsible and sustainable manner and to produce a public benefit or benefit, and is to be managed in a manner that balances the stockholders’

**B. PURPOSE**

The purpose of this public benefit corporation (the “*PBC*”) is to engage in any lawful act or activity for which a public benefit corporation may be organized under the DGCL, which shall include producing a public benefit, operating in a responsible and sustainable manner, and managing the PBC in a way that balances the stockholders pecuniary interest, the best interests of those materially affected by the Corporation’s conduct, and the public benefit identified in this certificate of incorporation.

[HEADING]  
The **HEADING** of the Certificate of Incorporation for a **PBC must** state that the Corporation is a PBC.  
[“A DELAWARE PUBLIC BENEFIT CORPORATION”]

I. NAME  
**NAME** of the Public Benefit Corporation (“PBC”) (“SCHNACKS, INC.”)

II. REGISTERED AGENT & ADDRESS  
**NAME & ADDRESS OF REGISTERED AGENT**  
[“The Corporation Trust Company”]

Review FULL Purpose Clause  
[III. Purpose]  
A. Benefit Corporation  
B. Purpose  
C. Specific Purposes

III(C). SPECIFIC PUBLIC BENEFIT PURPOSE  
**SPECIFIC PUBLIC BENEFIT**  
MUST set out the PBC’s **SPECIFIC “PUBLIC BENEFIT.”**  
-Delaware *requires* PBCs to choose one or more *specific benefits* in addition to serving a “general public purpose.”

III. PURPOSE  
**PUBLIC BENEFIT CORPORATION: OPT-IN PROVISION**  
MUST BE INCLUDED TO OPT INTO GOVERNANCE BY THE PBC STATUTES

**C. SPECIFIC PURPOSES.**

The specific public benefit purpose of the Corporation is to foster and promote a positive effect on the overall health of younger generations [GEN-Z] by supporting and empowering positive health habits and lifestyle choices in the following ways:

- (1) **Food & Nutrition—Development:**  
To develop natural, nourishing, organic and enjoyable food snacks and increase access to healthy, natural, sources of food and lifestyle choices;
- (2) **Education & Raising Awareness:**  
To raise awareness and further promote the education, adoption and utilization of advanced solutions for addressing childhood hunger and childhood obesity;
- (3) **Giving Back:**  
Making a commitment to creating a more conscious and healthy society using the “*Buy One—Give One*” Business Model to combat obesity in one hand and helping end childhood malnutrition in the other hand by donating a snack for every snack sold.

## EXHIBIT J



### Schnacks, LLC

#### DELIVERABLES || Umama Venture Studio ||

*This Attachment outlines the specific deliverables (the "Deliverables") UMAMA Venture Studio, LLC ("UMAMA") has or is currently responsible for completing. Objectives are the goals a project intends to achieve, and deliverables are instrumental in meeting those objectives. More specifically, "deliverable" is a term used to describe a tangible or intangible product or service produced as a result of a project. A deliverable could be a report, a document, or a product. Objectives & Deliverables should be aligned.*

#### UMANA | Venture Studio

UMANA Venture Studio ("UVS") is the first venture studio that is completely remote and focused on co-creating impact-driven consumer brands. UVS partners with impact-driven entrepreneurs to co-build conscious communities and brands. UVS starts with the mission of the company making sure it is aligned with its values and builds companies that contribute to urgent impact needs and address Sustainable Development Goals (SDGs).

UVS is responsible for creating and implementing Schnacks' **MANAGEMENT OPERATIONS** until the executive screening and recruiting process is finalized. UVS will also develop, track, and oversee the quarterly objectives & key results (the "OKRs") for the first 24 months of operations of the company, starting in August, 2020. OKRs are a methodology for setting transparent, measurable goals that helps ensure that people across an organization focus on the same priorities and track their progress towards those goals.

The OKR Method includes the following:

1. Setting company goals by conceiving strong purposeful, metric-driven and motivating OKRs.
2. Uniting the company by providing focus and strategy.
3. Clearly communicating OKR-based goals and cascading them up and down the organization.
4. Increasing employee alignment and engagement between the different areas of the company.
5. Tracking both individual and team performance via metrics established.

Through the OKR method UVS will be able to monitor the development of the company and analyze and determine which areas of the company need additional support.

### Executive & Founding Team Deliverables

1. Ideation of the product
2. Creation of product
3. Creation of mission-driven brand tailored for the Chief Brand Officer
4. Structuring Founding Team
  - Mapping & Interviewing Potential Team Members
5. Overseeing SCHNACKS Operations through UVS Core Team
  - Chief Strategy Officer (Bà Minuzzi)
  - Head of Product (Jessica Karr)
  - Head of Operations (Pedro Vieira)
6. Creating Strategic Advisory Board
7. Screening Potential Advisors & Negotiating Terms
8. Human Resources, Screening & Interviewing Candidates
9. On-boarding Founders Team
  - Chief Executive Officer ("CEO")
  - Chief Financial Officer ("CFO") (part-time) (Aymard Dudok de Wit)

| August 3, 2020 |

## EXHIBIT J



### Deliverables Based on Categories

#### Advertising/Marketing

- Mapping Branding Agencies
- Interviewing Agencies
- Selecting and negotiating terms with Agency
- Hire Agency
- Oversee Branding Development, which includes: Logo creation, Typography, Visual Identity, Tagline, Brand Guidelines, Packaging & Box Design, Website Creation
- Overseeing Social Media Marketing Strategy, and IG Promotional Campaigns
- Personal Branding Strategy for the Chief Brand Officer
- Content Creation
- Campaigns

#### Fundraising

- Investor Relation Management
- Raising Capital
- Defining Initial Capital

#### Legal

- Entity Formation
- Trademark Registration (Name + Logo)

#### Product Development

- Research & Test Formulations/Ingredients/Recipes
- Gather Market Data
- Research Market Potential
- Finalize Suppliers
- Create Samples
- Research Health & Sustainability
- Focus Groups

#### Product Launch

- Minimum Viable Product
- Private Launch
- Public Launch

#### Strategy & Operations

- Create and Assess Financial Models
- Calculate and Manage Expenses
- Structuring Online & Offline Logistics

STUDIO, will add more things that will cover Monika's and Jess's

### Operations | UMANA Venture Studio

| August 3, 2020 |

EXHIBIT J

May 2020 – Work Product

Date	Work Product Description
April 29, 2020	<p><u>OKR#6 – Schnacks Legal Matter</u> [Bá told me that the main priority was Schnacks, Inc. Corporate Formation. – Also, wanted to use Schnacks, Inc. as “case study” for UMANA Venture Studio for future startups.]</p> <p>Umana Venture Studio - HR Matters: Need independent contractor agreements; vesting schedule; contractor before.</p>
May 1, 2020	<p><b>First Zoom Meeting today with Bá</b>            UMANA, Inc. Franchise Tax Matter – Total Tax Due: \$71,898.32 [UMANA, Inc.] – down to \$600.00  <i>Sent email to Melissa describing Assumed Par Method</i></p>
May 2, 2020	<p><b>Formation Documents re: Schnacks Inc.</b></p>
May 3, 2020	<p><b>MEETING re: Schnacks, Inc.</b></p>
May 4, 2020	<p><b>Public Benefit Corporation – Practice Guides</b></p>
May 5, 2020	<p><i>Drafting Formation Documents – Schnacks, Inc.</i></p>
May 7, 2020	<p><b>Meeting with Diego @ 11 am</b></p>
May 8, 2020	<p>Schnacks Inc. → Convert to PBC  <b>Certificate of Incorporation</b>  <b>Action by Sole Incorporator</b>  <b>Initial Action by Directors</b></p>
May 9, 2020	<p><b>Schnacks, Inc. – Draft “Public Benefit Purpose”</b></p>
May 10, 2020	<p><b>Practice Guide – Public Benefit Corporation</b></p>
May 11, 2020	<p><b>Practice Guide – Public Benefit Purpose</b>  <i>Review Autoimpact Material re: BABEL.</i></p>
May 12, 2020	<p><b>DuContra COVE SPV, LLC – Term Sheet</b></p>
May 13, 2020	<p><b>MEETING with Bá re: SCHNACKS, Inc. Formation Docs</b>  <b>6.4 Certificate of Incorporation</b>  <b>6.5 Action by Sole Incorporator</b>  <b>6.6 Action by Written Consent in Lieu of Organizational Meeting</b>  <b>6.7 Corporate Bylaws (refer to MadeMan PBC – DE Bylaws)</b>  <b>6.8 Restricted Stock Purchase Agreement</b>  <b>6.12 Common Stock Purchase Agreement</b></p>

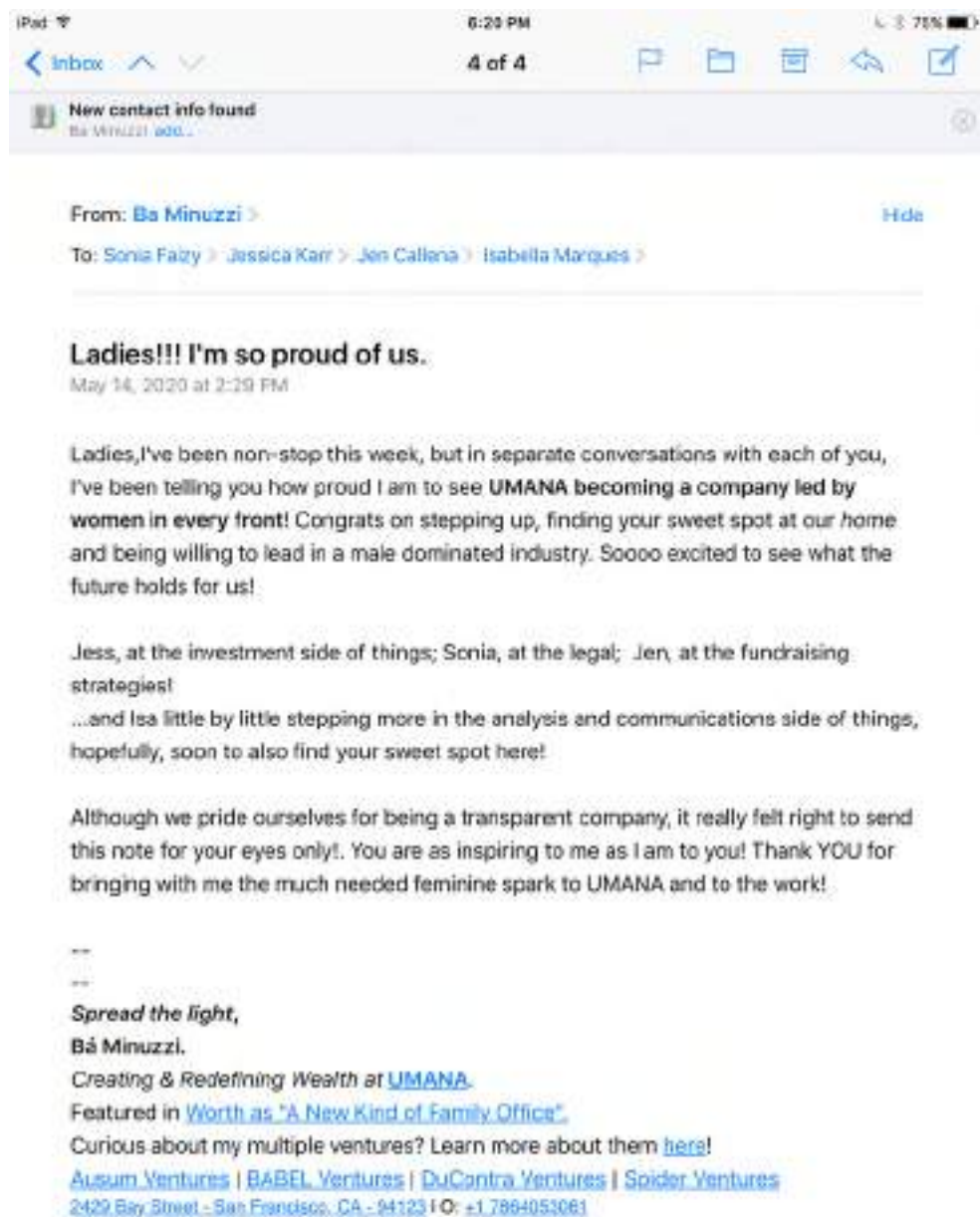
EXHIBIT J

	<i>Bd shared her excitement of people stepping up... enough work has been completed for Schnacks.</i>
May 14, 2020	[drafting notes - TERM SHEET] [outlines] - EXPLANATIONS re: Schnacks Formation Documents
May 15, 2020	<b>DuContra COVE SPV, LLC - TERM SHEET</b> <b>AUSUM BLOCKCHAIN FUND, LP</b>  Meeting with Proof of Impact @ 9 am Meeting with Assure @ 10 am
May 16, 2020	<i>Proof of Impact Docs - Jesper</i>
May 17, 2020	<b>Schnacks, Inc. - Formation Documents &amp; Outline Explanations</b>
May 18, 2020	<b>MEETING re: Schnacks, Inc. @ 4pm</b>
May 19, 2020	<b>Partnership Agreement - BA + SILVA</b>
May 21, 2020	<i>Assure SOW Review - SPV</i>
May 22, 2020	<i>SPV Research - Assure</i> <i>Internship Agreement v. Fellowship</i>
May 23, 2020	UMANA - Venture Studio - Board Seat & Role
May 24, 2020	Employment Contracts v. Independent Contractor
May 25, 2020	<b>Partnership Agreement - V2 (Spider Ventures Fund)</b>
May 26, 2020	<i>Name Change - Entity</i>
May 27, 2020	Barbarella Ventures Name Change Amendment TPC Management - Name Change IRS - Name Change Notification Letter  <b>SPIDER VENTURES, LP - TERM SHEET</b>
May 28, 2020	<i>Bd said we need Employee Contracts for Aditya; Jess; Pedro</i>
May 29, 2020	MadeMen - Advisory Shares (Brand & Partnership)
May 30, 2020	<b>Internship Learning Agreement - Final</b> [Outline] - explanation & outline of internship agreement
May 31, 2020	<i>Research - Independent Contractor v. Employee</i>



# **EXHIBIT K**

## EXHIBIT K



# **EXHIBIT L**

EXHIBIT L



## EXHIBIT L



### CPA Interview Guide

#### Sample of questions to ask during an interview for the position of CPA

1. Tell us more about yourself?

*Understand who they are as an individual, if they would be a good culture fit.*

2. What is your background? Previous Jobs?

*Get an idea of what they have studied in College, what type of experiences they had previously and how this will help them be a good CPA*

3. What were the types of responsibilities you had in the past (until now)?

*Get an idea of their abilities to manage demanding positions, answer to responsibilities, and achieve results.*

4. Why did you apply for the CPA position?

*Understand if they thought of the position thoroughly and if they understand what it entails.*

*Ask if they are familiar with files taxes for funds, SPVs, investment vehicles in general*

*Ask if they are familiar with family officer, HNWI and filing taxes for individuals*

5. What is your superpower?

*Understand what are their strengths and see if that could fit for a CPA position.*

6. What is something you are looking to improve on/ learn?

*Get an idea of their weaknesses and see if this is a problem for the position of CPA.*

7. What is your goal in life? What do you want to do with your life? What is your passion?

EXHIBIT L



*Understand if they know where they want to go in life, how the position of CPA fits within their overall life plan, if they will commit.*

8. What are your objectives for the next year/ 5 years/ 10 years?

*See above.*

9. What do you think you bring to the table that would make you be a great CPA?

*Understand if they thought of the position thoroughly and if they understand what it entails.*

10. How do you understand the position? What do you think will be asked of you?

*Understand if they thought of the position thoroughly and if they understand what it entails.*

11. What is your knowledge of (client's industry)?

*See if they are a good fit for the particular client they would be working with.*

12. Tell us about a challenge you had to overcome?

*Understand their capacity for hustle.*

13. What are your passions? What makes you wake up?

14. How do you deal with people?

15. How are you feeling working remote? Are you good at managing tasks and staying organized?

16. Do you have any areas of impact you feel passionate about? (see if they could be a match with a specific client)

## EXHIBIT L



---

UMANA Team (Interviewer) should cover the following items during the 1st interview:

1. Description of UMANA
2. Description of UMANA's culture & values  
*Use the Employee Handbook and share UMANA's values.*
3. Explanation of the different components of the position
  - a. Qualities > Resourcefulness, Anticipation, Care...*
  - b. Part Executive Assistant*
  - c. Part Right Hand*
4. Description of the role
  - a. The responsibilities*
  - b. A day in the life of the CPA*
5. Description of the hiring process
  - a. Tests (PI Tests)*
  - b. Zoom Interview with "Chief level" personnel*
  - c. Zoom Interview with CEO*
  - d. Test Day*
  - e. Trial period for 2-3 months as a contractor (with low salary)*
  - f. After the 3 months*
6. What is expected of the candidate
  - a. Qualities (to be explained)*
  - b. Skills*
7. Description of the position's challenges

# EXHIBIT M



## EXHIBIT M

From: Sonia Faizy [sonia@umana.family](mailto:sonia@umana.family)  
Subject: Re: Update Adrian // Wake Package  
Date: Aug 14, 2020 at 9:46:19 AM  
To: Ba Minuzzi [ba@ducontra.ventures](mailto:ba@ducontra.ventures)  
Cc: Diego Azevedo [diego@umana.family](mailto:diego@umana.family)

Good morning Bá,

I just reviewed the Updated Advisory Agreement and the NDA and everything looks great! All our edits have been incorporated and the NDA is a mutual NDA (which means Wake is also agreeing to the confidentiality, which is great). I'm happy I was able to be a play a role in this.

Let me know if you need anything else.

Best,  
Sonia

On Aug 14, 2020, at 8:31 AM, Ba Minuzzi <[ba@ducontra.ventures](mailto:ba@ducontra.ventures)> wrote:

Morning Sonia, lmk your thoughts on this.

Thank you.

----- Forwarded message -----

From: Warren Needler <[warren@firstacrecapital.com](mailto:warren@firstacrecapital.com)>  
Date: Aug 14, 2020, 7:51 AM -0700  
To: Sonia <[sonia@umana.family](mailto:sonia@umana.family)>, Ba Minuzzi <[ba@ducontra.ventures](mailto:ba@ducontra.ventures)>  
Subject: Update Adrian // Wake Package

Hi Sonia,

Thanks for your patience here on this. We've been a bit backed up on legal reviews. Please see the attached NDA which can be filled out for Adrien, Duconta, Umana etc.. Also, the amended advisory agreement which incorporates your notes from your email.

Thanks  
Warren

# EXHIBIT M

DocuSign Envelope ID: CD66859C-8E84-41ED-82D6-E7D413F9CE02



## ADVISORY SERVICES AGREEMENT

**THIS ADVISORY SERVICES AGREEMENT** entered into as of this 14<sup>th</sup> day of August 2020 (the "Effective Date") is made by and between Wake Network Inc., a corporation incorporated under the laws of Ontario, Canada (the "Company") and Adrian Grenier, an individual resident in the State of California (the "Advisor").

### BACKGROUND:

- A. The Company wishes to retain the Advisor to provide advisory services for or on behalf of the Company.
- B. The parties wish to enter into this Agreement in order to set the terms and conditions respecting the Advisor's engagement as an advisor to the Company.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), the Company and the Advisor hereby agree as follows:

### ARTICLE 1 ADVISORY SERVICES

**1.1 Services.** During the Term, the Advisor will provide advisory services to the Company and its affiliates (as defined in the Canada Business Corporations Act) from time to time as and when requested by the Company.

**1.2 Term and Termination.** The term of this Agreement will commence on the Effective Date and will continue for an initial term of two (2) years. This Agreement may be terminated at any time and for any reason (or for no reason) (such period, the "Term") by either party upon 30 days prior written notice to the other party.

**1.3 Compensation.** Advisor shall not be entitled to receive cash compensation; however, Advisor shall be entitled to receive the equity compensation as indicated in **Appendix A** at an exercise or purchase price equal to the fair market value of the Company's Common Stock, which will be documented in the applicable Stock Option Agreement or Restricted Stock Purchase Agreement to be entered into by Advisor and the Company as contemplated in **Appendix A**.

**1.4 Expenses.** In connection with any reasonable travel and related expenses incurred in the course of performing services hereunder in which Advisor desires to be reimbursed, Advisor shall provide written notice to the Company in advance describing the nature and maximum amount of such expense (email notice shall be sufficient). If the Company pre-approves in writing (email notice shall be sufficient), then the Company shall reimburse Advisor for such pre-approved expenses.

# EXHIBIT M

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## ARTICLE 2 CORPORATE OPPORTUNITIES

**2.1 Corporate Opportunities.** The Advisor agrees that for the two (2) year duration of this Advisory Agreement and any subsequent agreement executed for the same or similar purpose, the Advisor shall exercise a reasonable good-faith effort to keep the Company duly informed before engaging in any business activity or venture within the Company's industry, specifically with relation to psilocybin or medical mushrooms research, treatment, or products (the "Industry").

This means that the Advisor agrees that during the term of this Advisory Agreement, he shall:

- Keep the Company duly informed regarding opportunities in the industry.
- Respect the confidentiality of the Company's patents, trademarks, copyrights, trade secrets, and any other proprietary Company information.
- Abide by the non-disclosure and confidentiality terms of this agreement.
- Not to make use of research done or learned of in the course of work done for the company.

**2.2 Waivers.** The Doctrine of Corporate opportunity or any other analogous doctrine shall not apply with respect to DuContra Ventures Fund, LP, UMANA Inc, UMANA GP, or any other UMANA GP-managed funds, or any affiliates or representatives (collectively "UMANA & Co."). Company acknowledges that UMANA & Co. and their affiliates, members, equity holders, director representatives, partners, employees, agents, and other related persons are engaged in the business of investing in private companies in various industries, and this Agreement does not in any way limit or impair their ability to continue.

In particular, UMANA & Co. shall have the right to engage in business activities, whether or not in competition with the company or any of its subsidiaries business activities without consulting the Company and none of UMANA & Co. shall have any obligation to any other investor with respect to any opportunity to acquire property or make investment at any time.

## ARTICLE 3 CONFIDENTIALITY

**3.1 Definition of Confidential Information.** The term "Confidential Information" when used herein will include any and all information (including without limitation, technical and business information) which has or will come into the possession of the Advisor in connection with or as a result of entering into this Agreement, in any manner or form, including, without limitation, information concerning the Company's or its affiliate's past, present or future customers, suppliers, technology or business. Notwithstanding the foregoing, "Confidential Information" does not include:

- (a) information which, prior to the time of disclosure or acquisition hereunder, is lawfully in the public domain;
- (b) information which, after disclosure or acquisition hereunder, lawfully enters the public domain, other than as a result of the breach of this Agreement by the Advisor (but only after it enters the public domain);

## EXHIBIT M

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- (c) information, other than obtained from third parties, which the Advisor can demonstrate was, prior to disclosure or acquisition hereunder, already lawfully in the Advisor's possession either without limitation on disclosure to others or which subsequently becomes free of such limitations; or
- (d) information obtained by the Advisor from a third party who is lawfully in possession of such information and not subject to a contractual or fiduciary relationship with the Company or obligation of confidence of any kind with respect to such information. The Advisor may use and disclose such information in accordance with the terms under which it was provided by such third party.

**3.2 Non-Disclosure.** The Advisor acknowledges that all Confidential Information consists of confidential and proprietary information. The Advisor will keep all Confidential Information in strictest confidence and will not disclose or permit the disclosure of any such information other than in accordance with this Agreement.

**3.3 Third Parties.** The Advisor agrees that it will not disclose any Confidential Information to any third party nor use Confidential Information other than in the performance of the Services, unless authorized in advance in writing (including via e-mail) by the Company. If disclosure to any such third party is so authorized and if so requested by the Company, the Advisor will enter into a confidentiality agreement with such third party, which will be subject to review and approval by the Company, with such party containing the same terms and conditions with respect to use or disclosure of Confidential Information as this ARTICLE 3 contains and naming the Company as a third party beneficiary.

**3.4 Disclosure Required by Law.** The Advisor will not, without the Company's prior written approval, communicate with any governmental or regulatory authority, or with the news media, with respect to the Services unless required by law. If the Advisor is required by law to disclose the Company's Confidential Information, the Advisor will promptly notify the Company of the nature and extent of any actual or threatened requirement to so disclose and will, before disclosing, consult with the Company and provide it with all information which may assist the Company to obtain a protective order or to seek any other remedy which may be available to preserve confidentiality or limit disclosure.

**3.5 Return of Confidential Information.** Within 30 days following the termination or expiration of this Agreement, the Advisor agrees to return to the Company all such documents, materials or things containing Confidential Information and to destroy all copies thereof (including digital representations in any form and from all electronic storage media) which are in its possession or control and to cause its personnel, if any, to do the same.

**3.6 Specific Performance.** The parties hereto understand and agree that the agreements and covenants set out in this ARTICLE 3 will be construed as being an agreement independent of any other provision in this Agreement. The parties hereto also agree that failure to comply with the provisions of this ARTICLE 3 may cause irreparable harm to the affected party, and accordingly agree that any court having jurisdiction may enter a preliminary and/or permanent restraining order, injunction or order for specific performance in the event of actual or threatened breach of any of the provisions of this ARTICLE 3.

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## ARTICLE 4 GENERAL

4.1 **Relationship of Parties.** This Agreement is not intended to, and none of the provisions of this Agreement will: (i) create a partnership between the Company and Advisor; (ii) create a fiduciary relationship between the Company and Advisor; (iii) create a relationship of principal and agent between the Company and Advisor; or (iv) create any joint and/or several liability between the Company and Advisor. The Advisor will have no authority to make statements, representations, or commitments of any kind, or to take any actions which will be binding upon the Company, except as provided for herein or authorized in writing by the Company.

4.2 **Assignment of Intellectual Property.** To the extent that Advisor jointly or solely conceives, develops or reduces to practice any new inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws or other intellectual property which would be deemed to be Confidential Information of the Company (collectively, "Intellectual Property") which clearly relates to the Company's business or technology and has been created by the Advisor solely in the course of the performance of Services such as in correspondence, e-mails, meetings or meetings relating to the Company, Advisor hereby acknowledges that it is "work made for hire" for the benefit of the Company and hereby assigns all rights, titles and interest to such Intellectual Property to the Company.

4.3 **Governing Law.** This Agreement will be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

4.4 **Survival.** The termination or expiration of this Agreement will not affect or prejudice any rights or obligations which have accrued or arisen under this Agreement prior to the time of termination or expiration and those rights and obligations will survive the termination or expiration of this Agreement. Notwithstanding any other provision of this Agreement, the parties' rights and obligations under ARTICLE 2 and ARTICLE 3 and all other provisions of this Agreement necessary to give effect thereto will survive termination or expiration of this Agreement.

4.5 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof, and there are no written or oral terms or representations made by either party other than those contained herein.

4.6 **No Waiver.** No provision of this Agreement may be modified or waived unless such modification or waiver is authorized in writing by the parties. No waiver by either party hereto of any breach by the other party of any condition or provision of this Agreement to be performed by such other party will be deemed to be a waiver of similar or dissimilar conditions or provisions at the same or any prior or subsequent time.

4.7 **Notices.** Any notice, demand, request or other instrument, which may be or are required to be given under this Agreement will be delivered in person or sent by facsimile, email or mailed by registered post and will be addressed as follows:

to the Company:

**Wake Network Inc**

Attention: Nick Murray

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Telephone:  
Email: nmurray@wake.net

or at such other address as the Company may designate by written notice.

If to the Advisor:

**Adrian Grenier**  
(address)  
425 Riverside Dr NY NY 10025  
Attention: NA  
Telephone: 212 981 8052  
Email: Adrian@ducontra.ventures

or at such other address as the Advisor may designate by written notice.

Any such notice, demand, request or other instrument will conclusively be deemed to have been received on the day of such personal service or on the day of the receipt of the facsimile or email notice, or on the third day following the date of posting in the case of mailing as aforesaid, provided the postal service is not disrupted.

**4.8 Severability.** The invalidity or unenforceability of any portion or provision of this Agreement will in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision will be severed from this Agreement and the balance of this Agreement will be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**4.9 Assignment.** Neither party may assign this Agreement without the other party's written consent. This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**4.10 Counterparts.** This Agreement may be executed in multiple counterparts, including counterparts signed by facsimile, each of which will be deemed as original and all of which taken together will constitute one instrument.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the Effective Date.

EXHIBIT M

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Nick Murray  
CEO

**Wake Network Inc**

DocuSigned by:  
 8/19/2020

Wake Network

**Adrian Grenier**

DocuSigned by:  
 8/17/2020

Title: Self

# EXHIBIT M

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## APPENDIX A OPTION AGREEMENT WAKE NETWORK INC. SHARE OPTION PLAN

Participant:	<b>Adrian Greiner</b> [address] 425 Riverside Dr., NY NY 10025
Grant:	As full compensation for the Services, Advisor will receive options to purchase <b>300,000</b> Stock Options of the Company's Common Stock, par value <b>\$0.35 USD</b> per share, (the "Option Shares") pursuant to the following terms: The Option Shares shall be exercisable at a price per share equal to the Fair Market Value (as defined in the Company's 2020 Stock Option and Grant Plan (the "Plan")). The grant of the Option Shares shall be subject to the terms and conditions of the Plan and the Company's standard form of stock option agreement, which you will be required to execute as a condition to receiving the grant. Upon exercise of any of the Option Shares by the Advisor the Company will pay an amount to the Advisor (the "Exercise Payment") equal to the aggregate exercise price paid by the Advisor in the exercise of such Option Shares; provided, however, that the Company shall not make the Exercise Payment more than one (1) time; and provided further, the Advisor (and not the Company) shall be responsible for any tax liability accruing to the Advisor that may arise as a result of the Exercise Payment and the Advisor shall not make any claim against the Company related to tax liabilities arising from the transactions contemplated by this paragraph.
Additional Grant:	Nil
Cap Structure:	The Company has approx. 43 million shares outstanding as of the date of this agreement.
Option Exercise Price:	USD \$0.35



# EXHIBIT M

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**Date of Grant:** Effective as of August 14th<sup>th</sup>, 2020

**Vesting Schedule:** Three (3) Year Vesting Schedule on a *pro rata* basis; First (1) year automatically vests upon execution of this Agreement; and no performance-based termination clause. In the event of a mutual termination, unvested shares are returned to the Company and vested shares remain with the Advisor.

**Expiry Date:** August 14<sup>th</sup>, 2023

**Performance Compensation Considerations**

- .15% rev share of Net Profit on tracked and audited sales of consumer products.
- Between 5-7% Fee on Strategic Capital introduced to the company. Fee will be based on Cash, unless otherwise specified.
- 5% Rider on Rev Share Profits from other Partnerships entered into an agreement with the company.
- All Additional Performance Compensation will be priced at fair market value on a quarterly basis.

## EXHIBIT M

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### APPENDIX B OPTION AGREEMENT

#### ADVISORY SERVICES:

##### **\*\*\* To be formally agreed upon in amendment**

- Participating in at least one retreat per year, all costs paid by the Company, including flights and commuting to the destination for the Advisor and one guest.
- Share content and docu-series produced by Wake Network on healing journeys of patients that can drive Wake brand story
- Create awareness on Wake Medicinal Mushroom products via social media channels (Rev-share for equity opportunities available and to be formally agreed upon in amendment)
- Gift Wake Medicinal Mushroom products to friends and relevant influencers.
- Use reasonable effort to mention Wake in media where appropriate at Advisors discretion
- Follow Company's social media feeds and use good faith efforts to "like", "comment" or "share" social media posts
- Make himself available for at least 1 press interview per year, which may be conducted via email, phone or in-person as mutually agreed to.

# EXHIBIT M

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## STOCK OPTION AGREEMENT

This Option Agreement is made under and is subject in all respects to the Wake Network, Inc. Share Option Plan (the "Plan") (as the same may be supplemented and amended from time to time), and the Plan (as supplemented and amended) and the Regulations enacted in connection therewith are deemed to be incorporated in and form part of this Option Agreement. The Participant acknowledges receipt of a copy of the Plan and the Regulations, and is deemed to have notice of and to be bound by all of the terms and provisions of the Plan and the Regulations (as supplemented and amended), as if the Plan and the Regulations were set forth in full herein. In the event of any inconsistency between the terms of this Option Agreement and the Regulations, the terms of this Option Agreement will prevail. The Plan and Regulations contain provisions respecting termination and/or voiding of the Plan or the Option. Capitalized terms used in this Option Agreement and not otherwise defined will have the meanings attributed to those terms in the Plan.

The Participant acknowledges that if the Participant is terminated with Cause, all vested and unvested Options held by that Participant will terminate immediately upon such termination with Cause and, in the case of vested options, cease to be exercisable.

This Option Agreement evidences that the Participant named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option exercise price set out above upon delivery of an exercise form as annexed to the Plan duly completed and accompanied by certified check or bank draft for the aggregate exercise price or, if applicable, by evidence acceptable to the Corporation of irrevocable instructions to a broker to promptly deliver to the Corporation full payment in accordance with the option agreement the amount necessary to pay the aggregate exercise price.

This Option may not be transferred in any manner other than in accordance with the Plan, and may be exercised during the lifetime of the Optionee only by, or for the benefit of, the Optionee. The terms of this Option will be binding upon the executors, administrators, heirs, successors, and assigns of the Optionee.

This Option may not be exercised more than two (2) years from the date of its grant and may be exercised during such term only in accordance with the terms of the Plan.

The option evidenced by this Option Agreement (the "Option") may not be exercised if the issuance of Shares upon such exercise would constitute a violation of any applicable securities or other law or valid regulation. The Participant, as a condition to his exercise of this Option, represents to the Corporation that the Shares that he acquires under this Option are being acquired by him for investment and not with a present view to distribution or resale, unless counsel for the Corporation is then of the opinion that such a representation is not required under applicable securities laws, regulations, or any other law or valid rule of any governmental agency.

The Participant acknowledges that, in connection with the Corporation or any of its affiliates becoming a Public Company (a) to the extent that any applicable regulatory authority or underwriter requires that all or any part of the Participants' holdings of Options and/or Shares be held in escrow or be otherwise subject to restrictions on transfer for a specified period of time, the Participant will do so promptly on request by the Corporation; (b) if any applicable regulatory authority, stock

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exchange or quotation system restricts the application of the Corporation or an affiliate to become a Public Company on the basis of the existence or the exercise price of then outstanding Options, the Corporation may give notice to the Participant requiring action that will satisfy those Persons, including requiring that the Participant exercise all or part of the Participant's Options immediately, and the Participant agrees to take the required action promptly; and (c) the Board may require that Options be exchanged for options to acquire the type of securities being offered to the public.

The Plan and each Option will be subject to the requirement that, if at any time the Board determines that the listing, registration or qualification of the Shares subject to such Option upon any securities exchange or under any provincial, state or federal law, or the consent or approval of any governmental body, securities exchange, or the holders of the Shares generally, is necessary or desirable, as a condition of, or in connection with, the granting of such Option or the issue or purchase of Shares thereunder, no such Option may be granted or exercised in whole or in part unless such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Board.

As a condition to the issuance of Shares under this Option, the Participant: (a) authorizes the Corporation to withhold, in accordance with applicable law, any taxes of any kind required to be withheld by the Corporation under applicable law as a result of the Participant's exercise of this Option ("Withholding Taxes") from payments of any kind otherwise due to the Participant; and (b) agrees, if requested by the Corporation, to remit to the Corporation at the time of exercise of this Option amounts necessary to pay any Withholding Taxes.

The Participant acknowledges and confirms that prior to executing this Option Agreement, the Corporation requested the Participant to obtain independent legal advice with respect to the Participant's rights and obligations under the Plan, the Regulations and related documents, including this Option Agreement and the Shareholders' Agreement. The Participant confirms and agrees that: (i) the Participant has executed this Option Agreement on its own volition and without any duress whatsoever from the Corporation or any other person; and (ii) if the Participant did not obtain legal advice prior to executing this Option Agreement, the Participant will not in any proceeding relating to the enforcement of rights or obligations under the Plan, the Regulations and related documents, including this Option Agreement and the Shareholders' Agreement, raise that fact as a defense or otherwise.

This Option Agreement is not effective until countersigned on behalf of Wake Network Inc. and accepted by the Participant.

Dated: August 17, 2020

**WAKE NETWORK INC**

By:  \_\_\_\_\_ 8/19/2020  
Nick Murray  
CEO

Accepted: Aug 17, 2020

**Adrian Grenier**

By:  \_\_\_\_\_ 8/17/2020

# EXHIBIT N

EXHIBIT N



Executive Summary

| Saturday | July 11, 2020 |

Bá Minuzzi | UMANA | Sonia Faizy

The following executive summary outlines the matters and projects completed this week by Sonia Faizy, Head of Compliance at UMANA, Inc. The matter that have not been fully completed will have "in progress" next to the title of the document. The title listed below should match the title of the attachment of the document/pdf that corresponds.

UMANA | House of Funds:

- Filed Umana, Inc. Annual Report (DE)
1. UMANA – Director Info
2. UMANA –Annual Report Filing Information
3. UMANA—Annual Tax (DE) Practice Guide
-Paid Umana, Inc. Annual Tax (DE)
-Filed MadeMan, Inc. Annual Report (DE)
-Filed MadeMan, Inc. Annual Report (DE)
-Compliance Reference Binder—(two):
Umana, Inc. & MadeMan, Inc.
[new hire notices/pamphlets]
1. Form 1-9
2. Form W-4
3. Time of Hire Pamphlet
4. DFEH-185
5. DE-2511
6. DE-2515
7. Victims of Domestic Violence Notice
[internal policies + acknowledgements]
1. Equal Employment Opportunity & Anti-Discrimination Policy
2. Acknowledgement [TEMPLATE]
3. Standards of Conduct
4. Document Retention Policy (in progress)
5. IT Resources & Communications Systems Policy (in progress)
[data privacy matters]

- 1. Notice of Data Breach Letter [TEMPLATE] (employee matters)

- 1. Performance Review Policy
2. Personnel File Access Policy

- MadeMan: Trademark Cease & Desist Letter (in progress)
-MadeMan Trademark Registration: (2) Design Logos (in progress)
-"Crypto Castle" – TM Registration (in progress).
-TERM SHEET re: Preston Smiles [Grant of Power]
-TERM Sheet re: Marcelo A. [Referral Agreement] (in progress)
-Practice Guide | DE Annual Report
-Practice Guide | New Hire Requirements
-Practice Guide | Departing Employee Requirements (in progress)

UMANA | Venture Studio

- Review & Redline Schnacks LLC Operating Agreement
-Review & Redline Schnacks LLC Service Agreement
-Schnacks LLC VC/Venture backed Board of Directors (in progress)
-Schnacks LLC Manager Deliverables (in progress)

Feedback: [what worked?]
[what didn't work?]

Next Week's Top Priorities #1:
Next Week's Second Top Priority:

# EXHIBIT O

## EXHIBIT O

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED IN THIS SAFE AND UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

UMANA, Inc.

### SAFE (Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Adrian Grenier (the "Investor") of USD\$199,000.00 (one-hundred thousand dollars) (the "Purchase Amount") on or about July 04, 2020, UMANA, Inc., a Delaware corporation (the "Company"), issues to the Investor the right to certain shares of the Company's Capital Stock, subject to the terms described below.

#### I. Events

(a) **Equity Financing.** If there is Equity Financing before the termination of this Safe, on the initial closing of such Equity Financing, this Safe will automatically convert into the number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the lowest price per share of the Standard Preferred Stock.

In connection with the automatic conversion of this Safe into shares of Standard Preferred Stock, the Investor will execute and deliver to the Company all of the transaction documents related to the Equity Financing; *provided*, that such documents (i) are the same documents to be entered into with the purchasers of Standard Preferred Stock, and (ii) have customary exceptions to any drag-along applicable to the Investor, including (without limitation) limited representations, warranties, liability and indemnification obligations for the Investor.

(b) **Liquidity Event.** If there is a Liquidity Event before the termination of this Safe, this Safe will automatically be entitled (subject to the liquidation priority set forth in Section 1(d) below) to receive a portion of Proceeds, due and payable to the Investor immediately prior to, or concurrent with, the consummation of such Liquidity Event, equal to the greater of (i) the Purchase Amount (the "Cash-Out Amount") or (ii) the amount payable on the number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price (the "Conversion Amount"). If any of the Company's security holders are given a choice as to the form and amount of Proceeds to be received in a Liquidity Event, the Investor will be given the same choice, *provided* that the Investor may not choose to receive a form of consideration that the Investor would be ineligible to receive as a result of the Investor's failure to satisfy any requirement or limitation generally applicable to the Company's security holders, or under any applicable laws.

Notwithstanding the foregoing, in connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce the cash portion of Proceeds payable to the Investor by the amount determined by its board of directors in good faith for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, *provided* that such reduction (A) does not reduce the total Proceeds payable to such Investor and (B) is applied in the same manner and on a pro rata basis to all security holders who have equal priority to the Investor under Section 1(d).

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

(d) **Liquidation Priority.** In a Liquidity Event or Dissolution Event, this Safe is intended to operate like standard non-participating Preferred Stock. The Investor's right to receive its Cash-Out Amount is:

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

(ii) On par with payments for other Safes and/or Preferred Stock, and if the applicable Proceeds are insufficient to permit full payments to the Investor and such other Safes and/or Preferred Stock, the applicable Proceeds will be distributed pro rata to the Investor and such other Safes and/or Preferred Stock in proportion to the full payments that would otherwise be due; and

(iii) Senior to payments for Common Stock.

The Investor's right to receive its Conversion Amount is (A) on par with payments for Common Stock and other Safes and/or Preferred Stock who are also receiving Conversion Amounts or Proceeds on a similar as-converted to Common Stock basis, and (B) junior to payments described in clauses (i) and (ii) above (in the latter case, to the extent such payments are Cash-Out Amounts or similar liquidation preferences).



## EXHIBIT O



(c) **Termination.** This Safe will automatically terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this Safe) immediately following the earliest to occur of: (i) the issuance of Capital Stock to the Investor pursuant to the automatic conversion of this Safe under Section 1(a); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b) or Section 1(c).

### 2. Definitions

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

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

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

“**Dissolution Event**” means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company (**excluding** a Liquidity Event), whether voluntary or involuntary.

“**Dividend Amount**” means, with respect to any date on which the Company pays a dividend on its outstanding Common Stock, the amount of such dividend that is paid per share of Common Stock multiplied by (x) the Purchase Amount divided by (y) the Liquidity Price (treating the dividend date as a Liquidity Event solely for purposes of calculating such Liquidity Price).

“**Equity Financing**” means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed valuation, including but not limited to, a pre-money or post-money valuation.

“**Initial Public Offering**” means the closing of the Company’s first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

“**Liquidity Event**” means a Change of Control, a Direct Listing or an Initial Public Offering.

“**Liquidity Price**” means the fair market value of the Common Stock at the time of the applicable Liquidity Event (determined by reference to the purchase price payable in connection with such Liquidity Event).

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

“**Safe**” means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations. References to “this Safe” mean this specific instrument.

“**Standard Preferred Stock**” means the shares of the series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

“**Subsequent Convertible Securities**” means convertible securities that the Company may issue after the issuance of this instrument with the principal purpose of raising capital, including but not limited to, other Safes, convertible debt instruments and other convertible securities. Subsequent Convertible Securities excludes: (i) options issued pursuant to any equity incentive or similar plan of the Company; (ii) convertible securities issued or issuable to (A) banks, equipment lessors, financial institutions or other persons engaged in the business of making loans pursuant to a debt financing or commercial leasing or (B) suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions; and (iii) convertible securities issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships.

EXHIBIT O



Safe (and Safes lacking one or both of such terms will be considered to be the same with respect to such term(s)), *provided that* with respect to clause (ii): (A) the Purchase Amount and Section 3 may not be amended, waived or modified in this manner, (B) the consent of the Investor and each holder of such Safes must be solicited (even if not obtained), and (C) such amendment, waiver or modification treats all such holders in the same manner. "Majority-in-interest" refers to the holders of the applicable group of Safes whose Safes have a total Purchase Amount greater than 50% of the total Purchase Amount of all of such applicable group of Safes.

(b) Any notice required or permitted by this Safe will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this Safe, to vote or be deemed a holder of Capital Stock for any purpose other than tax purposes, nor will anything in this Safe be construed to confer on the Investor, as such, any rights of a Company stockholder or rights to vote for the election of directors or on any matter submitted to Company stockholders, or to give or withhold consent to any corporate action or to receive notice of meetings, until shares have been issued on the terms described in Section 1. However, if the Company pays a dividend on outstanding shares of Common Stock (that is not payable in shares of Common Stock) while this Safe is outstanding, the Company will pay the Dividend Amount to the Investor at the same time.

(d) Neither this Safe nor the rights in this Safe are transferable or assignable, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Safe and/or its rights may be assigned without the Company's consent by the Investor (i) to the Investor's estate, heirs, executors, administrators, guardians and/or successors in the event of Investor's death or disability, or (ii) to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this Safe in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

(e) In the event any one or more of the provisions of this Safe is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Safe operate or would prospectively operate to invalidate this Safe, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Safe and the remaining provisions of this Safe will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

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

(g) The parties acknowledge and agree that for United States federal and state income tax purposes this Safe is, and at all times has been, intended to be characterized as stock, and more particularly as common stock for purposes of Sections 304, 305, 306, 354, 368, 1036 and 1202 of the Internal Revenue Code of 1986, as amended. Accordingly, the parties agree to treat this Safe consistent with the foregoing intent for all United States federal and state income tax purposes (including, without limitation, for purposes of Section 1361(b)(1)(B)). WITNESS WHEREOF, the undersigned have caused this Safe to be duly executed and delivered.

UMANA, INC.

By: \_\_\_\_\_

**Bà Minuzzi**  
Chief Executive Officer

Address: 2429 Bay Street  
San Francisco, California 94123

Email: [Ba@umana.family](mailto:Ba@umana.family)

EXHIBIT O



**INVESTOR:**

By:

**Adrian Grenier**

Name: Adrian Grenier

Title: PARTNER

Address: 425 RIVERSIDE DRIVE,  
NEW YORK, NY, 10025

Email: ADRIAN@DUNCONTRA.VENTURES

# EXHIBIT P

## EXHIBIT P



### PRACTICE GUIDE

#### DELAWARE ANNUAL FRANCHISE TAX FILING

(re: LLCs; LPs; and GPs)

**June 24, 2020**

*This practice guide will focus exclusively on the Annual Tax filing requirements for Limited Liability Companies (“LLCs”), Limited Partnerships (“LPs”), and General Partnerships (“GPs”) (collectively, “Entities”), formed under DELAWARE state law. In addition to guidance on how to keep your entity in “good standing,” this practice guide will also cover the consequences of failing to keep an Entity in good standing, and the specific **revival process** to follow to reinstate a voided Entity.*

#### **Three (3) STEPS to Compliance**

1. Keep Entity Agent and Entity contact information updated and accurate;
2. Keep Entity status in “good standing;” and
3. File and/or Pay Annual Taxes This practice guide focuses primarily on:

HERE

#### **STEP #3 – File and/or Pay Annual Taxes**

**NO Annual Report Requires** Unlike Corporations, LLCs, LPs, and GPs (*formed in the state of DE*) are **NOT REQUIRED** to file an annual report.

**requirement = PAY ANNUAL TAX FEE**

**Annual Tax Fee** All Domestic and Foreign LLCs, LPs, and GPs formed or registered in DE are required to Pay: **\$300.00 Annual Tax Fee**

**Four (4) STEPS to #1** – Go to DE Division of Corporation Website

#### **File & Pay Annual Tax**

- #2 – Enter your Entities’ **Filing Number #**
- #3 – Complete Required Information About your business Entity
- #4 – Pay Full Amount Due

**Consequences of Failing to Properly automatically dissolve** If you fail to file and/or pay your business Entities’ annual taxes, the state may (shut down) your business entity.

#### **File & Pay Annual taxes**

BUT → **no need to panic!** The “REVIVAL PROCESS” is designed to reinstate voided/dissolved business entities.

## EXHIBIT P



### REVIVAL PROCESS REQ

**FIRST:** You must pay all back penalties and fees, outstanding registered agent fees, and a reinstatement fee.

### Revival FEES

**AFTER:** File a DE Certificate of Renewal – & – DE Certificate of Revival  
To revive your DE business Entity, there is a \$169 filing fee required.

Before the revival can be filed, all franchise taxes, penalties and interest that were due to the State at the time the Entity became void/forfeited must be paid and all *applicable* Annual Franchise Tax Reports must be filed.

It is good practice to first contact the Franchise Tax Section prior to submitting the document for filing to determine the amount owed.

Delaware Department of State:  
Division of Corporations, Franchise Tax Section,  
at: (302) 739-3073 option 3,  
or email them at: DOSDOC\_Ftax@state.de.us

### Additional Information

For more detailed information and an incorporating package, please contact:

By email: [corp@delaware.gov](mailto:corp@delaware.gov)

**The Delaware Department of State Division of Corporations**

PO Box 898, Dover, Delaware 19903

(302) 793 – 3072

Website: [www.corp.delaware.gov](http://www.corp.delaware.gov)

**UMANA | HoF: LLCs  
that are NOT  
currently in 'good  
standing':**

Limited Liability Company	Past Due Amount
AUSUM, LLC	\$1,050.00
B. Ausum Partners, LLC	\$1,050.00
BABEL CLARA SPC, LLC	\$1,050.00
BABEL SPV I, LLC	\$1,050.00
BABEL SPV II, LLC	\$1,050.00
B. QUINN SPV, LLC	\$508.00
BABEL VENTURES, LLC	\$1,050.00
TWIN PEAKS CAPITAL, LLC	\$1,050.00

**TOTAL AMOUNT DUE: \$8,908.00**

# EXHIBIT P



## PRACTICE GUIDE

### Delaware Annual Report

July 8, 2020

*This Practice Guide discusses the procedural filing requirements for all businesses incorporated in the state of Delaware. DE Corporations must fulfill two (2) requirements to satisfy their annual tax filing obligations: filing an Annual Report is part one (1) and Calculating & Paying Taxes is the second (2) part. The report is due March 1 every year and must be filed in conjunction with the Delaware Franchise Tax Payment even if there are no changes since the last filing. If a change happens mid-year that affects the information listed in your annual report, an update must be filed via Amendment.*

**Delaware Annual Report** A Delaware annual report is a document that contains specific business information. The DE annual report form that is submitted at the time of payment of the DE Annual Report.

**Information Required by DE Annual Report** The information required by a DE Annual Report is:

- The Address of the Corporation's Physical Address (No PO Box)
- The Name and Address of One Officer (No PO Box)
- All the Names and Addresses of ALL Corporation Directors (NO PO Box)

**FOUR Steps to File DE Annual Report** Filing a DE Annual Report is a straightforward process, the main steps are as follows:

1. Go to <https://corps.delaware.gov/>
2. Enter Your Business Entity File Number
3. Enter Corporate Information

[The following information is needed to complete the Annual Report]:

Federal Employee Identification Number or EIN
Corporation's Physical Address (Principal Place of Business)
(1) One Officer Names & Addresses
ALL Directors' Names & Addresses
Name, Title, and Address of Person Filing

4. Calculate & Pay the DE annual Report Fee & Franchise Tax

**Filing** Delaware Annual Reports can only be filed online.

[note: DE State Website does not accept American Express Credit Cards]

EXHIBIT P

AutoSave | UMANA | Comprehensive Tax Report Tracker

Home Insert Draw Page Layout Formulas Data Review View Comments Share

Paste Font Alignment Number Conditional Formatting Format as Table Cell Styles Cells Editing Add-ins Analyze Data

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United Liability Company S.L.C.												
UMANA S.L.C. L.P.s			ANNUAL FRANCHISE TAX FILING REPORT							TOTAL DEX	NEXT STEPS	
Group	L.P. Name	State of Formation	Filing No.	Formative TE-08	2019 L.P. Tax	2019 Franchise	2019 L.P. Tax	2019 Franchise	2020 L.P. Tax			2020 Franchise
B & M Asset	UMANA CLASSIFY LLC	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$1,100.00	SEE SHEET
	UMANA VESTED LLC	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$1,100.00	SEE SHEET
	UMANA VESTED LLC	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	SEE SHEET
	UMANA VESTED LLC	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	SEE SHEET
	UMANA VESTED LLC	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	SEE SHEET
<p><b>2019 ANNUAL FRANCHISE TAX REPORT (only for UMANA)</b></p> <p>2019 L.P. Tax: 0.00, Franchise: 0.00, L.P. Tax: 0.00, Franchise: 0.00</p> <p>2020 L.P. Tax: 0.00, Franchise: 0.00, L.P. Tax: 0.00, Franchise: 0.00</p> <p>2020 L.P. Tax: 0.00, Franchise: 0.00, L.P. Tax: 0.00, Franchise: 0.00</p> <p>2020 L.P. Tax: 0.00, Franchise: 0.00, L.P. Tax: 0.00, Franchise: 0.00</p>												
UMANA	UMANA LLC	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$1,100.00	SEE SHEET
UMANA INVESTMENT	UMANA INVESTMENT LLC	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$1,100.00	SEE SHEET
	UMANA INVESTMENT LLC	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$1,100.00	SEE SHEET
	UMANA INVESTMENT LLC	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$1,100.00	SEE SHEET
FRONT	FRONT LLC	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$1,100.00	SEE SHEET
	FRONT LLC	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$1,100.00	SEE SHEET
FRONT INVESTMENT	FRONT INVESTMENT LLC	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$1,100.00	SEE SHEET
	FRONT INVESTMENT LLC	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$1,100.00	SEE SHEET

L.P. Information

UMANA CLASSIFY LLC

UMANA VESTED LLC

UMANA VESTED LLC

UMANA VESTED LLC

UMANA VESTED LLC

LIMITED PARTNERSHIP L.P.												
UMANA L.P.s			ANNUAL FRANCHISE TAX FILING REPORT							TOTAL DEX	NEXT STEPS	
Group	L.P. Name	State of Formation	Filing No.	Formative TE-08	2019 L.P. Tax	2019 Franchise	2019 L.P. Tax	2019 Franchise	2020 L.P. Tax			2020 Franchise
UMANA	UMANA INVESTMENT L.P.	IN	2019	2019	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	NEXT YEAR
	UMANA INVESTMENT L.P.	IN	2019	2019	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	NEXT YEAR
	UMANA INVESTMENT L.P.	IN	2019	2019	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	NEXT YEAR
	UMANA INVESTMENT L.P.	IN	2019	2019	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	NEXT YEAR
<p><b>2019 ANNUAL FRANCHISE TAX REPORT (only for UMANA)</b></p> <p>2019 L.P. Tax: 0.00, Franchise: 0.00, L.P. Tax: 0.00, Franchise: 0.00</p> <p>2020 L.P. Tax: 0.00, Franchise: 0.00, L.P. Tax: 0.00, Franchise: 0.00</p> <p>2020 L.P. Tax: 0.00, Franchise: 0.00, L.P. Tax: 0.00, Franchise: 0.00</p> <p>2020 L.P. Tax: 0.00, Franchise: 0.00, L.P. Tax: 0.00, Franchise: 0.00</p>												

GENERAL PARTNERSHIPS G.P.												
UMANA G.P.s			ANNUAL FRANCHISE TAX FILING REPORT							TOTAL DEX	NEXT STEPS	
Group	G.P. Name	State of Formation	Filing No.	Formative TE-08	2019 L.P. Tax	2019 Franchise	2019 L.P. Tax	2019 Franchise	2020 L.P. Tax			2020 Franchise
UMANA	UMANA G.P.	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	SEE SHEET
B & M Asset	UMANA G.P.	IN	2017	2017	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	SEE SHEET

DELAWARE ENTITIES | UMANA | Sheet7 | Corporations | Sheet8 | +

Ready | Accessibility: Investigate | Average: 0 | Count: 2 | Sum: 0 | 36%



EXHIBIT P

AutoSave **UMANA | Comprehensive Tax Report Tracker**

**Home** **Insert** **Draw** **Page Layout** **Formulas** **Data** **Review** **View** **Comments** **Share**

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P25

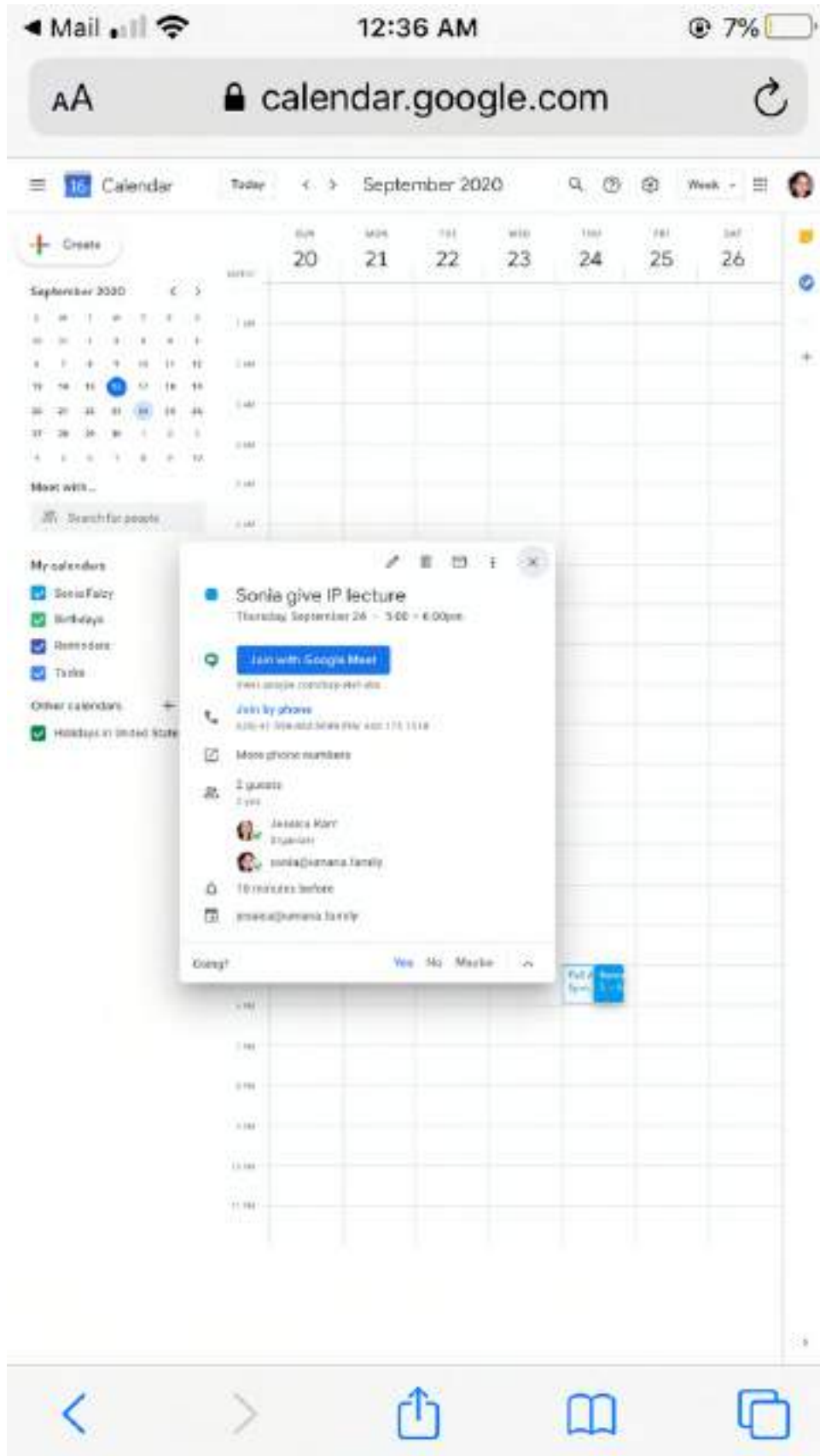
UMANA   Entities - COMPREHENSIVE OVERVIEW				
Group	Entity Name	Entity Type	Year	Notes
AUSUM	Ausum Blockchain Fund, LP	Partnership	2021	
	Ausum, LLC	LLC	2021	
Jeremy Garder	Ausum Ventures, LLC	LLC	2021	
	J. Ausum Partners, LLC	LLC	2021	2021-2022 401(k) plan
	J. Daily Ltd	LLC	2021	2021-2022
	Jeremy Garder	Partnership		
	Mateo, Inc.	Corporation	2021	
EMANA	EMANA, Inc.	Corporation	2021	
	UMANA Venture Studio, LLC	LLC		
	EMANA GP, LLC	LLC		
EMANA GP, LLC	DeCicca Ventures, LP	Partnership		
	DeCicca GP, LLC	LLC		
	DeCicca COVE SPV, LLC	LLC		
	UMANA House of Funds, LLC	LLC		
BABEL VENTURES GP	BABEL Fund I, LP	Partnership		
	BABEL Ventures, LLC	LLC		
	BABEL SPV I, LLC	LLC		
	BABEL SPV II, LLC	LLC		
	BABEL Partners, LLC	LLC		
Babel Minerals	Investment USA, LLC	LLC		
	IBS Participations LP	Partnership	2021-2022	2021-2022 401(k) plan
	IBS Management, LLC	LLC	2021	2021-2022 401(k) plan
	INVESTALS VENTURES IV, Limited	Partnership	2021	2021-2022
	BABEL Participations LP	Partnership		
	IBS Ventures IV, LLC	LLC	2021	2021-2022 401(k) plan
	BigPace, LLC	LLC		
	Budapest Ltd	LLC		
	Ten Peaks Capital, LLC	LLC		
	B. Quinn SPV, LLC	LLC		
BABEL Club SPV, LLC	LLC			

DELAWARE ENTITIES **UMANA** Corporations Sheet7 Sheet8 +

Ready Accessibility: Investigate 45%

# EXHIBIT Q

EXHIBIT Q



# **EXHIBIT R**

# re: Independent Contractors

## QUESTION

What are the risks of incorrectly using "Independent Contractor" Agreements?



Wrongfully classifying workers as "independent contractors" instead of "employees" can subject companies to legal liability for:

- unpaid employment taxes
- failure to pay minimum wage & overtime pay
- failure to provide benefits
- extensive civil penalties & fines
- more severe consequences for "willful misclassifications"
- violations of anti-discrimination laws that protect only employees

In addition to claims brought by the government for civil fines and unpaid taxes, wrongful classifications of independent contractors can subject companies to claims from the **individual** worker as well.

This means that workers claiming misclassification as independent contractors can use California's new Assembly Bill 5 to make claims that they are or were **'employees'** and are entitled to make claims such as **failure to reimburse necessary business expenses** (Labor section 2802), **failure to provide accurate and complete wage statements** (Labor Code section 226), **failure to pay unemployment insurance tax**, and **failure to provide workers compensation insurance**

## CALIFORNIA'S NEW LAW: Assembly Bill 5

On January 1, 2020, California Assembly Bill 5 ("AB5") went into effect. AB5 was signed by Governor Gavin Newsom to provide the TEST to determine whether an individual is an "independent contractor" or an "employee."

The ABC Test - assumes that an individual is an "employee" unless the company can show the following (3) things:

### (1) Control

The worker is free to perform services without the control or direction of the company.

### (2) Regular Course is Business

The worker is performing work tasks that are outside the usual course of the company's business activities.

### (3) Independent Business

The worker is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed



## IMPACT OF AB5:

This test holds companies to a higher standard in proving workers are independent contractors than was previously used in California. AB5 makes this test the new gold standard requirement for companies that hire workers in the state of California

Anyone performing work for a company that is the same as the business of that company is presumed to be an employee.

## EXHIBIT R

### WHO does California AB5 apply to?

Companies based inside OR outside of California are subject to AB5 for any worker performing services in California.

California residents and out-of-state residents required to perform services in California are also covered by AB5.

### Biggest Hurdle: Factor #2 and Factor #3

Factor #2 - the second factor requires that a company prove that the worker performs work that is OUTSIDE the usual course of the company's business to properly qualify as an independent contractor. The example the California Supreme Court used was a retail store hiring a plumber or electrician to fix something at their storefront.

Factor #3 - the third factor requires that a worker classified as an "independent contractor" has formed and set up their own business to engage in the service being provided. The ways to establish and independent business in this context is if the business is:

- incorporated
- licensed
- individual marketing & advertising
- separate office space

## Recommendation:

At the very minimum, consider executing employee agreements with the "main" UMANA staff located in the United States.

A partnership agreement would not work properly here either, because in order to be exempt from minimum wage and overtime pay requirements, the partner needs to have at least 20% ownership, which I don't think is the case here.

We can discuss in greater detail to come up with the next step. But I think for the handful of "full-time" workers at UMANA, having an Employment Agreement is the best option because the it would satisfy the **salaried exemption** (so no overtime pay after 8 hrs. because they are salaried. Also - easier to establish equity options, plans, and vesting schedules.

# EXHIBIT S

## EXHIBIT S



### EMPLOYMENT AGREEMENT TERM SHEET

UMANA, Inc. & Jessica Karr

June 15, 2020

This term sheet ("*Term Sheet*") dated June 15, 2020 sets forth the principal terms and conditions governing the employment relationship between **Jessica Karr** (the "*Employee*") and **UMANA, Inc.** (the "*Company*" or "*UMANA*" or "*Employer*").

WHEREAS the Employer intends to hire the Employee for the position of **Principal** and the Employee desires to provide their services on the conditions set forth.

**Position** Principal, UMANA Inc.

The Employee will [initially] report to UMANA CEO, **Bá Minuzzi**.

**Employee Roles & Responsibilities** UMANA | House of Funds

**Principal (Investments)**

**Fundraising:** Helping the firm raise new funds

**Internal Operations:** Administrative tasks, such as managing **Interns and Intern Program**, and internal deal sourcing and tracking.

UMANA | Venture Studio

**Head of Product**

**Portfolio Company Support:** Helping portfolio companies with everything from recruiting to sales & marketing to engineering to fundraising and administrative and financial issues.

UMANA GP, LLC | General Partner – VC Fund

**Sourcing:** Finding new startups to invest and making the initial outreach

**Deal Execution:** Conducting due diligence on potential startup investments, analyzing their markets and financial projections, and negotiating deal terms

**Fundraising & LP Relations:** Helping the firm raise new funds, reporting to existing Limited Partners ("*LPs*"), and finding new investors for future funds.



EXHIBIT S



[The Employee will be permitted to engage in the following outside activities; [OUTSIDE ACTIVITIES].]

- Effective Date** [EFFECTIVE DATE] ("Effective Date").
- Start Date** [START DATE/A mutually agreed upon date no later than [DATE]] ("Start Date").
- Employment Term** [Fixed term of [NUMBER] years/Initial term of [NUMBER] years, automatically renews for successive [NUMBER]-year periods unless either party provides written notice of non-renewal/A [NUMBER]-year term that automatically renews each day so that at any time during the term, there will be [NUMBER] years remaining/Indefinite term].

[Probationary Period?]

- Principal Place of Employment** [CITY], [STATE], subject to required business travel.
- Base Salary** \$[AMOUNT] per year [subject to review [annually/from time to time] for increase, but not decrease/or decrease].

[B4 – The rest of the TERMS listed below can in included but NOT REQUIRED, let me know what you would like me to KEEP/DELETE]

**Annual Bonus** [Annual target bonus is [PERCENTAGE]% of annual base salary[, payable based on [Company performance/Executive performance/Company and Executive performance/[PERFORMANCE METRIC]]. [The Executive is eligible to receive [a minimum bonus of [PERCENTAGE]% of annual base salary if threshold performance goals are achieved and] a maximum bonus of [PERCENTAGE]% of annual base salary if superior performance goals are achieved.][The annual bonus shall be pro-rated for any partial years of employment.]

**OR**

Discretionary annual bonus.]

**Signing Bonus** [\$(AMOUNT) payable on [DATE][, which is not subject to forfeiture/repayment/which is subject to forfeiture/repayment if [FORFEITURE/REPAYMENT CONDITIONS]].

EXHIBIT S



	<b>OR</b>
	S[AMOUNT] which shall become fully vested and paid on [VESTING DATE] if the Executive remains employed by the Company through such vesting and payment date.
	<b>OR</b>
	None.]
<b>Sign-on Equity Awards</b>	[[TERMS AND CONDITIONS OF EQUITY AWARDS GRANTED IN CONNECTION WITH COMMENCEMENT OF EMPLOYMENT]/None].
<b>Ongoing Equity Awards</b>	[[TERMS AND CONDITIONS OF EQUITY AWARDS TO BE GRANTED DURING THE EMPLOYMENT TERM].
	<b>OR</b>
	Eligible to receive awards under the Company's equity incentive plan.]
<b>Benefits and Perquisites</b>	[[SPECIFIC BENEFITS AND PERQUISITES]/Benefits provided to similarly situated executives].
<b>Cause Definition</b>	[CAUSE DEFINITION]: [LIST]
<b>Non-solicitation of customers or clients</b>	During employment and for [RESTRICTED PERIOD] following termination [for any reason/[SPECIFIC TERMINATION EVENTS]].
<b>Non-solicitation of employees</b>	During employment and for [RESTRICTED PERIOD] following termination [for any reason/[SPECIFIC TERMINATION EVENTS]].
<b>Non-disparagement Restriction</b>	[Yes/No/Mutual].
<b>Indemnification</b>	[ANY RIGHTS TO INDEMNIFICATION].
<b>Governing Law</b>	[CALIFORNIA].
<b>Arbitration Provision</b>	[Yes/No].

[This Term Sheet summarizes the **non-binding** agreement of the Employee and the Company regarding the principal terms and conditions of the Employee's employment. However, this Term Sheet is not intended to constitute a complete statement of such terms and conditions or a legally binding agreement between the parties. The specific terms and conditions governing the Employee's employment will be set forth in a mutually acceptable, definitive employment agreement entered into between the parties as soon as practicable following the date hereof.

# **EXHIBIT T**

## EXHIBIT T

DocuSign Envelope ID: A98A7DA2-846C-4B7D-87C6-8CE9069796F5



www.umanastudio  
2429 Bay Street, SF - CA, 94133

### **SCHNACKS, LLC SERVICES AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is made as of **November 23th, 2020** ("Effective Date") between **Schnacks LLC**, a Delaware Statutory Public Benefit Limited Liability Company with an office at 150 SE 2<sup>nd</sup> Avenue #901, Miami, Florida 33131 ("**Company**") and **Jessica Karr**, an individual, residing at 185 Banks Street, San Francisco CA 94110 ("**PROVIDER**"). **PROVIDER** and **Company** are sometimes referred to collectively herein as the "**Parties**" and each is sometimes referred to herein as a "**Party**".

**WHEREAS**, **Company** owns and operates the **Business** (as defined herein);

**WHEREAS**, **Company** desires to engage the **Services** (as defined herein) of **PROVIDER** on the terms and conditions set forth herein; and

**WHEREAS**, **Company** desires to engage the **Services** (as defined herein) of **PROVIDER** on the terms and conditions set forth herein;

**WHEREAS**, **PROVIDER** desires to provide the **Services** to **Company** on the terms and conditions set forth herein.

**NOW, THEREFORE**, as and for consideration for the mutual promises contained herein, and for such other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, **Company** and **PROVIDER** agree as follows:

1. **Definitions**: Capitalized terms used in this Agreement have the meanings specified in this Section or elsewhere in this Agreement.

1.1. "**Affiliates**" means any corporation, limited liability company, partnership or other entity controlled by, controlling or under common control with **Company**.

1.2. "**Business**" means the business of formulating, creating, marketing or selling healthy food products under the **Mark** or any other trademark or trade name as determined by **Company's** Board of Managers from time to time.

1.3. "**Claims**" means claims, demands, suits, criminal or civil actions or similar proceedings that might be alleged by a third party (including enforcement proceedings by any governmental authority), and all liabilities, damages, fines, penalties, costs or expenses that any party might incur, become responsible for, or pay out for any reason, related to this Agreement.

1.4. "**Colleague**" means all Persons who work with or for **Company**.

## EXHIBIT T

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1.5. "Intellectual Property Rights" means all intellectual property rights throughout the universe, whether existing under intellectual property, unfair competition or trade secret laws, or under statute or at common law or equity, including but not limited to: (i) copyrights, trade secrets, trademarks, trade names, patents, rights in inventions, rights in designs, rights in logos and trade dress, "moral rights," rights in mask works, rights of personality, publicity or privacy, and any other intellectual property and proprietary rights; (ii) any application or right to apply for, preserve, protect or secure any of the rights referred to in this clause; and (iii) any and all renewals, extensions and restorations thereof, now or hereafter in force and effect.

1.6. "Mark" means the service mark, trademark and trade name "Schnacks" and any other trademark, service mark, or trade name owned, licensed or controlled by Company or any Subsidiary, whether registered or unregistered and all goodwill associated thereto.

1.7. "Person" means and includes any natural person, corporation, firm, joint venture, partnership, limited liability company, trust, unincorporated organization, government or any department, political subdivision or agency of a government.

1.8. "Services" means all services performed by PROVIDER in connection with this Agreement, including, without limitation, the services listed in Section 3.

1.9. "Work Product" means each and every element created, contributed to or derived by or on behalf of PROVIDER or from PROVIDER's Services, whether made solely by PROVIDER or jointly with others in connection with the Business, Company or this Agreement, whether made prior to, during or after the Term hereof.

### 2. Term:

2.1. This Agreement shall commence on the Effective Date and shall continue until the third (3rd) anniversary thereof, unless earlier terminated pursuant to Section 2.2 or Section 2.3 (the "Term").

2.2. Company may terminate this Agreement for Cause upon notice to the PROVIDER setting forth in reasonable detail the nature of the cause. The following, as determined by the Company in its reasonable, good faith judgment, shall constitute "Cause" for termination: (i) if PROVIDER materially breaches any term, condition, obligation, representation or warranty provided for in this Agreement (including any failure to provide the Services) and fails to cure such breach within fifteen (15) days after receipt of written notice (email is sufficient) from Company that specifies the alleged breach; (ii) fraud, embezzlement or other misappropriation by PROVIDER (including any agent or employee of PROVIDER) of funds or property of Company; or (iii) if PROVIDER breaches Section 6 herein.

2.3. PROVIDER may terminate this Agreement upon written notice to Company for any reason or no reason upon thirty (30) written notice to Company.

## EXHIBIT T

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3. **Services:** PROVIDER's services to Company require PROVIDER to complete the following deliverables for the Company under this Agreement. "Deliverables" are the specific tangible or intangible products or services produced as a result of a project.

#### **Position: Product Development Contractor**

The Company hereby employs the PROVIDER in the position of Product Development Contractor, and the PROVIDER hereby accepts this employment as of the effective date (as defined in Section 2). During their employment with the Company, the PROVIDER shall devote his best efforts and sufficient time and attention (except for vacation period and reasonable periods of illness or other capacities) to the business of the Company.

#### **3.1 Deliverables**

PROVIDER is responsible for creating and implementing Schnacks' initial infrastructure outlined below.

##### **3.1.1 Q1 - Q2 2020**

- Develop vegan, high protein cookie prototype with BiteFuel as a proof of concept for SCHNACKS
- Review market data from retail, product opportunities, and incoming HoF decks to narrow down launch product and future SKU options
- Develop first bench scale recipe for SCHNACKS first launch product - vegan, sustainable, better-for-you chocolate hazelnut spread
- Provide team with basic cost structure of the recipe, hand off to Operations

##### **3.1.2 Q3 2020**

- Provide team with helpful contacts in supply chain, R&D consultants, scale-up operations, marketing consultants, and any others as needed
- Advise operations with product-related, recipe questions

#### **4. Compensation:**

4.1. As full consideration for all Services performed by PROVIDER for Company, PROVIDER will be compensated for his services as described at Exhibit A.

4.2. In accordance with the provisions of this Section 4.2, Company shall, have an irrevocable option to repurchase (the "Repurchase Option") any or all of the PROVIDER Units that have not yet been released from the Repurchase Option (the "Unreleased Units"), at a total price of One Dollar (\$1.00) (the "Repurchase Price"). Company may exercise its Repurchase Option as to any or all of the Unreleased Units by providing notice to PROVIDER, at any time within ninety (90) days following the proper termination of this Agreement by either Party in accordance with Section 2 above. If Company issues certificates to represent units in Company, then Company will hold the such certificates for the

## EXHIBIT T

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PROVIDER Units in trust until the Repurchase Option has lapsed. If Company exercises the Repurchase Option, then Company shall become the legal and beneficial owner of the Unreleased Units being repurchased and all rights and interests therein or relating thereto, and Company shall have the right to retain and transfer to its own name the Unreleased Units being repurchased by Company, without further action by PROVIDER to such Unreleased Units being repurchased. The PROVIDER Units subject to the Repurchase Option shall be released from the Repurchase Option as follows:

4.3.1. Unless and until this Agreement is terminated by either Party in accordance with Section 2 above: (i) 10,000 shall be released from the Repurchase Option and be Vested Units on the Effective Date (the "Initial Vesting Date"); and (ii) following the Initial Vesting Date, the total remaining Unreleased Units will vest in quarterly installments on the last day of each full quarter thereafter.

4.3.2. Any remaining Unreleased Units as of a Change in Control (as defined in this Agreement) shall become released from the Repurchase Option (and thus shall be fully vested) immediately prior to the consummation of a Change in Control. For purposes of this Agreement, "Change in Control" means the consummation of a merger or consolidation of Company with or into any other entity, or a sale, lease, conveyance or other disposition (whether in one transaction or a series of related transactions) of all or substantially all of the operating and other assets of Company (the "Company Assets"), or the effectuation by Company of any other transaction or series of related transactions, in each such case, as a result of which either: (i) the owners of Company's outstanding equity interest immediately prior thereto do not own, directly or indirectly, at least a majority of the outstanding voting and/or other securities of the surviving, resulting or consolidated entity; or (ii) Company does not own, directly or indirectly, all or substantially all of Company Assets.

4.4. Company (or an Affiliate thereof) shall reimburse or pay directly for expenses incurred by PROVIDER in performing Services pursuant to this Agreement, provided, however, that PROVIDER obtains approval, in writing from the CFO (aymard@umana.family), prior to incurring any such expense and Company receives verification of all expenses (e.g., receipts, invoices) as Company may require in order to qualify such expenses as deductible business expenses.

5. Results and Proceeds: PROVIDER will promptly and fully disclose to the Company all Work Products. PROVIDER acknowledges that it is the intention of the Parties that by operation of this Agreement that, as between PROVIDER and Company, all rights in each Work Product, including without limitation, all Intellectual Property Rights, shall be the sole property of Company, and that Company shall be free to use, exploit or dispose of such rights, in whole or in part, as Company may desire, including, without limitation, licensing or assigning some or all of such rights to one or more third parties. The Parties agree that PROVIDER is undertaking the creation of each Work Product at Company's special request, that the creation of the Work Product shall be within the scope of Company's engagement of PROVIDER, and that the completed Work Product shall be considered a "work made for hire" under the Copyright Act of 1976 (the "Copyright Act"). Company shall be the owner without limitation of any kind of all rights in and to all Work Product and Company and its licensees, affiliates, assigns and successors shall have the exclusive right to exploit the Work Product in all media and means, whether now known or hereafter devised, throughout the world in perpetuity. PROVIDER specifically agrees that for any Work Product or

EXHIBIT T


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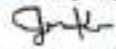


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**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the Effective Date.

Schnacks LLC  
a Delaware limited liability company (the "COMPANY")

DocuSigned by:  
 12/7/2020  
By: \_\_\_\_\_  
Barbara Minuzzi (Co-Founder & Chief of Strategy Officer)

Jessica Karr  
the "PROVIDER"  
 11/30/2020  
By: \_\_\_\_\_  
Jessica Karr, Product Development Contractor



## EXHIBIT T

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### SCHNACKS, LLC

#### EXHIBIT A

As full consideration for all Services performed by PROVIDER for Company, PROVIDER will be compensated for his services as described below:

- **Initial Compensation: January 2020 – September 30, 2020.**  
\$5,000.00 (five-thousand dollars)
- **Equity Compensation**

In consideration of the PROVIDER entering into this Agreement and as an inducement to join the COMPANY, on the Effective Date, the COMPANY will grant the following equity awards to the PROVIDER:

- One percent (1%) Equity Compensation which are Ten Thousand (10,000) Units of Class F (as defined in Company's limited liability company agreement dated as of June 8th, 2020 ("Operating Agreement") upon: (i) full execution of this Agreement; and (ii) PROVIDER's execution of the Operating Agreement or a joinder thereto (the "PROVIDER Units"). The PROVIDER Units are subject to all provisions of the Operating Agreement and this Agreement. Except with respect to the provisions set forth in Section 4.2 hereunder, which will control over the Operating Agreement, in the event of any conflict between the provisions of this Agreement and the Operating Agreement, the provisions of the Operating Agreement shall control.

#### **Vesting Schedule**

The PROVIDER's interest in the COMPANY shall vest based on the following vesting schedule: (the "Vesting Schedule")

- 100% of the shares vest on the Effective Date

#### **Termination of Services**

In the event of the termination of the PROVIDER's employment with COMPANY, the PROVIDER shall immediately and automatically forfeit the portion of the profit that has not yet vested.

#### **Acceleration**

Vesting accelerates upon the occurrence of a change in control or a liquidity event as defined herein.

# EXHIBIT U

## EXHIBIT U

Hi Bá –

Your Question: *does this apply to venture capital funds?*

re: **SEC Regulation**—“ Registering an entity/firm/fund as a **“Registered Investment Advisor (“RIA”)”**

Answer: The RIA registration requirement *can apply to venture capital funds, however,* there is also a “VC exception,” if the following elements are ALL satisfied:

--- analysis below:

### WHO MUST REGISTER UNDER THE ADVISER’S ACT?

**The Investment Advisers Act** – applies to financial planners, pension consultants and other people who provide “investment advice.”

**“Investment Advisers”** must comply with and REGISTER with the SEC as a Registered Investment Adviser  
—Rule— “Definition of Investment Adviser”® Under Section 202(s)(11), an **“investment adviser”** is any *person or firm* that – [all three elements must be satisfied]:

- (1) For **compensation**
- (2) Is engaged in the business of;
- (3) Providing advice to other or issuing reports or analyses regarding securities.

[note from Sonia: based on this definition, UMANA operates and manages other “Investment Advisers,” and would therefore, HAVE to comply with the registration requirement, *unless* an **exception applies**. The SCOPYE of the exceptions are very **fact-specific/narrow** exceptions that only apply in limited scenarios... but the QUANTITY of the number of different exceptions are HIGH]

---

### “The Advisory Firm”

Although many individuals employed by advisers fall within the definition of “investment adviser” under the SEC regulations, the SEC does **not** require those individuals to register as advisers. Instead, the SEC requires the employer/fund to register.

**Advisory Firm/Entity**—MUST register with the SEC. The Firm’s Advisory Registration covers its employees and other persons under its control undertaken on the Firm’s behalf.

### DuContra II Fund – Operation of Section 203A of the Advisors Act:

[If DuContra eventually manages \$100 M] = DuContra will be fall under: Mid-Sized Advisers

Mid-Sized Advisers = **\$25 million -- \$100 million under Management**

Rule – **Mid-Sized Advisers** *may register with the SEC when it acquires \$100 million of assets under management* —and — the Mid-sized Advisers **must register once it obtains \$110 million of assets under management, unless some other exception applies.**

[note from Sonia: like I previously mentioned, there are what seems like a million little variances and exceptions that may or may not require an entity to register as an RIA or not register—so a detailed and more comprehensive analysis is needed here for to see how DuContra plans to operate/invest—here: I’m focusing only on the VC exceptions and

## EXHIBIT U

Private Fund Adviser exception to hopefully answer your question in a simple way— *as simple as you can make this stuff lol!*

### Ø Venture Capital Exception:

Ø

Exceptions to **Prohibition**: Section 203A and SEC rules have carved out several exceptions from the assets under management test, including:

**Exemptions from Registration** – The advisers act provides several exemptions from registration. The exemptions are **voluntary**; so if one the exemptions apply, there is no requirement to register **BUT** may still register if they want to.

(1) **Private Fund Advisers Exemption**—applies to an: “*an adviser solely to private funds that has LESS than 150 million* in assets under management in the US]

[note from Sonia: this exception may apply—should probably schedule a meeting/call to discuss the details because I don’t want to overcomplicate this now...but send me any feedback, please... more information? Less information?]

(2) **Venture Capital Advisers Exemption**—applies to an: “ *Adviser that solely advises one or more “Venture Capital Funds” as defined by the SEC rule ( regardless of the amount of assets managed*

“**Venture Capital Fund**” – defined by the SEC Rule: *to qualify as a ‘venture capital fund,’ as defined by the SEC, a fund must be a = “Private Fund”*

“**Private Fund**” = [all elements must be satisfied] *a fund must be a “private fund” that:*

**(1) Represents to investors that the fund pursues a “VC Strategy”**

**(2) Does not provide investors with Redemption Rights**

**(3) Holds no more than 20% of the fund’s assets in non-“qualifying investments” (excluding cash and certain short term holdings)**

**(4) Does not borrow (or otherwise leverage) more than 15% of the fund’s assets, and then only on a short term bases (no more than 120-days)**

# EXHIBIT V

# EXHIBIT V

Research Summary

Monday | September 28, 2020

## Introduction:

**Purpose of Research:** Summarize what is needed to properly form DuContra Fund II and what is needed in order to stay compliant with the Securities and Exchange Committee (“SEC”) when the fund is managing over \$100 million?

---

**Question presented?** How to get DuContra compliant with the SEC and the (100M) worth p assets for retirement.

**Advisers Act Rule** With certain exceptions and limitations, “investment advisers” must register with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940 (Advisers Act).

**“Investment Advisers” Definition:** Under Section 202(a)(11) of the Advisers Act, an **investment advisor** is a person who:

- Is engaged in the business of **providing advice to others**, including in publication or writings
- Provides advice on buying or selling securities
- Provides such advice for compensation

## BIG-PICTURE ITEMS

step #1: review the fund’s future/potential activities to determine whether rit may be subjected to registration with the SEC under the Advisors Act.

step #2: determine if any entity excluded entity to investment advisor.

step #3: determine is any of the exemptions apply

step 4: Determine whether SEC or state registration is applicable.

## REGISTRATION REQUIREMENT:

rule: A person that falls within the definition of “investment advisor” must register with the SEC, *unless it either:*

- (1) Falls within a specific exclusion from the definition of investment advisor Section 202(a)(11).
- (2) Prohibited from registering under the Adviser’s act because it manages a limited about of assets and is regulated by one or more of the states
- (3) Qualifies for a emancipation.

## EXEMPTION

from registration requirement)

The SEC adopted Advisers Act Rule 203(l)-1 under the Dodd-Frank Act to implement an exemption from registration under the Advisers Act for investment advisers to one or more venture capital funds. A venture capital fund is a private fund that:

- Holds itself out to investors as engaging in a venture capital strategy.

# EXHIBIT V

Research Summary

Monday | September 28, 2020

- Does not give investors redemption rights. Has no more than 20% of its assets in non-qualifying investments. Limits borrowing to 15% of the fund's assets and only for a short-term period. Is not registered as an investment company under the ICA or has elected to be treated as a business development company as defined in Section 2(a)(48) of the ICA.

A fund's adviser may be regarded as engaging in a venture capital strategy, regardless of whether it calls itself a venture capital fund, if the fund, within its statements, omissions and representations, taken together, holds itself out as pursuing a venture capital strategy.

## Registration Process

Within 45 days after filing of the Form ADV, the SEC must grant registration or institute an administrative proceeding to determine whether registration should be denied. The SEC may deny registration if

## When determining whether an investment

continuous

**determining** In determining whether continuous and regular supervisory or management services are being provided to a particular client, the adviser should review:

- The terms of the advisory contract.
- The form of compensation.
- The adviser's management practices and how active the adviser is in managing the securities portfolio.

regular  
or

**an and  
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particular client, the  
should**  
provided  
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adviser  
review:

## “Continuous and Regular”

In determining whether continuous and regular supervisory or management services are being provided to a particular client, the adviser should review:

- The terms of the advisory contract.
- The form of compensation.
- The adviser's management practices and how active the adviser is in managing the securities portfolio.

## Small Advisers

### Operation of Section 203A of the Advisers Act

**Small Advisers.** Advisers with less than \$25 million of assets under management are regulated by one or more states unless the state in which the adviser has its principal office and place of business has not enacted . unless an exemption is available (discussed below), only a small adviser with its principal. Generally advisers with between \$25 million and \$100 million of assets under management<sup>45</sup> are regulated by one or more states if (i) the adviser is registered with the state where it has its principal office and place of business (e.g., it cannot take advantage of an exemption from state registration), and (ii) the adviser is “subject to examination” by that state securities authority.<sup>46</sup> Unless an exemption is available, a mid-sized adviser with its principal office and place of business in New York or Wyoming is not “subject to examination” and must register with the SEC.<sup>47</sup> Generally advisers with between \$25 million and \$100 million of assets under management<sup>45</sup> are regulated by one or more states if (i) the adviser is registered with the state where it has its principal office and place of business (e.g., it cannot take advantage of an exemption from state registration), and (ii) the adviser is “subject to examination” by that state securities authority.<sup>46</sup> Unless an exemption

## EXHIBIT V

### Research Summary

Monday | September 28, 2020

is available, a mid-sized adviser with its principal office and place of business in New York or Wyoming is not “subject to examination” and must register with the SEC.<sup>47</sup>

Medium-sized  
Advisers

**Medium Sized Advisers:** Advisers with less than \$25 million under management are prohibited from registering with the SEC and must register the states in which they are doing business

**Generally advisers with between \$25 million an \$100 million of assets under management<sup>45</sup> are regulated by one or more states if (i) the adviser is registered with the state where it has its principal office and place of business (e.g., it cannot take advantage on exemption from state registration), and (ii) the adviser is “subject to examination” by that state securities authority.<sup>46</sup> Unless an exempt available, amid-sized adviser with its principal office and place business in New York or Wyoming is**

**not “subject to examination” adjust register with the SEC.<sup>47</sup>**

REQUIRED FILING

**Large Private Funds  
Advisors**

### **Larger Private Funds Advisers.**

Three types of “Large Private Fund Advisers” that meet certain thresholds for assets under management based on investment strategy type are required to complete additional sections of Form PF.<sup>227</sup> (i) Large Hedge Fund A

**LARGE HEDGE FUND ADVISORS:** Advisers managing at least \$1.5 billion in hedge fund assets must file quarterly within 60 days of their quarter end and, in addition to Section 1, must complete Section 2 of Form PF. Section 2a requires information about aggregate hedge f

Advisers managing at least \$1.5 billion in hedge fund assets must file quarterly within 60 days of their quarter end and, in addition to Section 1, must complete Section 2 of Form P



# **EXHIBIT W**

# EXHIBIT W

UMANA || Updates:

10/08/2020

## SEC COMPLIANCE – “Registered Investment Advisory” Requirement

#1 - The main SEC regulation/enforcement is the Registration Investment Advisors (RIA) requirement – financial advisors will be either:

- required to REGISTER as RIA; or
- NOT required to register as RIA

#2 – FORM ADV—the official form of RIA Application Process (which I tagged you in this morning) so everyone who is “required to REGISTER as RIA” from #1 above has to Complete FORM ADV

Form ADV = Registration Application for RIA

FORM ADV – provides SEC with information about the investment firm that is then made public and must be updated as changes occur.

Even if Step 1 and step 2 apply to DuContra, for example, and we would have register as RIA-- steps #3 and steps #4 could still otherwise “excuse” DuContra from the requirement to register.

Steps 3 & 4 are two separate groups of entities—but look extremely similar in spelling and function

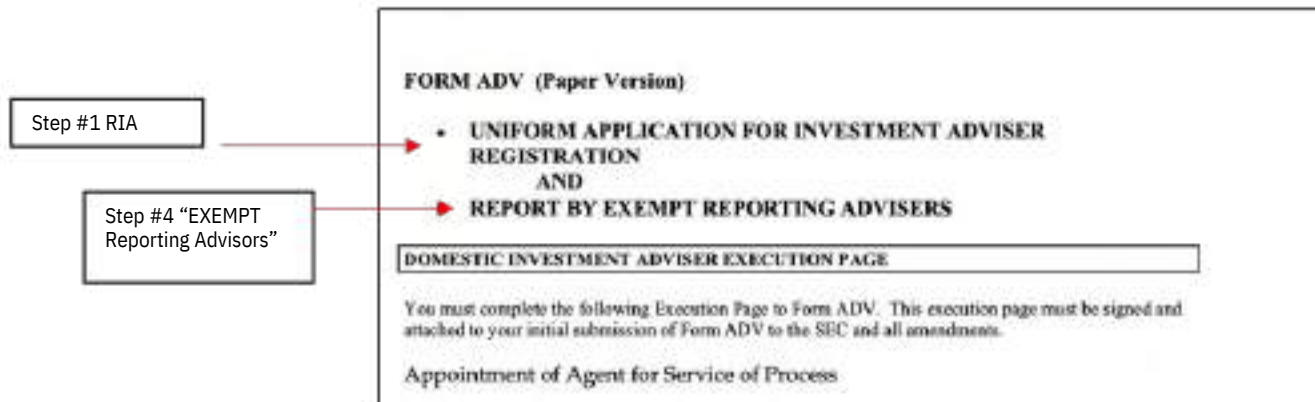
### Step #3 – “Exception”

If one of the exceptions under Step #3 apply = no registration required / no form adv

### Step #4 – “Exemptions”

Step #4 is different from Step #3 – because if one of the “exemptions” here apply—DuContra wouldn’t be *fully excused* from the FORM ADV/RIA registration requirement, but would then have to:

### Comply with the Reporting Requirement the SEC has set for “EXEMPT REPORTING ADVISORS”



They look almost the same – and operate similar – but ARE NOT THE SAME... this is why it’s a very FACT-specific analysis we analyze together on our call

# EXHIBIT X

EXHIBIT X

From: Ba Minuzzi via monday.com notifications@monday.com  
Subject: [monday.com] Re: [10/09] Sonia -- FRI --- 6 pm PT - Hi @Ba Minuzzi I was planning to discuss the SEC//DuContra II...  
Date: Oct 9, 2020 at 6:22:15 AM  
To: Sonia Faizy sonia@umana.family

UMANA

New reply to your update



Ba Minuzzi Hi @Sonia Faizy please shoot me an email with all these pdfs attached. @Diego Azevedo Will save accordingly Thanks.

🕒 09 Oct 04:22 | 👍

Reply in monday.com



Sonia Faizy

🕒 08 Oct 22:06

U | 2020 | Ba Tasks > [10/09] Sonia -- FRI --- 6 pm PT

Hi @Ba Minuzzi I was planning to discuss the SEC// DuContra II requirements during our meeting today, but I figured I would send it over now so you have time to review before tomorrow if you wanted to.

I also want to show you the process/extent of my research—I know my updates seem long, so I'm trying to figure out how to best communicate these regulations for it to be informative for you... so please

## EXHIBIT X

let me know.

Below is 1 (out of 10) Legal Resource from WESTLAW (lawyer//verified research platform) I used for my research :



[Sonia Faizy @Ba\\_Minuzzi](#) this is the official Regulation of Investment Advisers by the U.S. Securities and Exchange Commission on the topic that I also incorporated in my summary I sent you .

🕒 08 Oct 22:09 | 👁 2 | 👍 1



[Sonia Faizy @Ba\\_Minuzzi](#) this is a screenshot of all my research on SEC compliance, let me know if you like to see the files and I'll upload them here

🕒 08 Oct 22:12 | 👁 2 | 👍 1




[Sonia Faizy](#) And just for reference here are the two Summaries I created & sent you on the topic:

[@Ba\\_Minuzzi](#)

## EXHIBIT X

🕒 08 Oct 22:19 | 👁 2 | 👍




Ba Minuzzi Hi [@Sonia Faizy](#) please shoot me an email with all these pdfs attached. [@Diego Azevedo](#) Will save accordingly Thanks.

🕒 09 Oct 04:22 | 👁 1 | 👍

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# EXHIBIT Y

EXHIBIT Y

NEWSLETTER  
UMANA **FAM**



THE BEGINNING OF THE BEGINNING



WRITTEN BY  
**SONIA FAIZY,**  
HEAD OF  
COMPLIANCE

**WELCOME TO THE VERY FIRST ISSUE OF THE  
UMANA FAM NEWSLETTER!**

Ladies and gentlemen, we are officially live! I'm going to do us ALL a solid and just skip the part where I recite the same overly-dramatic, borderline depressing introduction about these "challenging times" because this will not be "that" type of a newsletter.

Our idea behind the newsletter is to provide a space dedicated to all things things-UMANA & UMANA Family-related.

This will be a place to celebrate our achievements, plan our next ventures, set our new GOALS, welcome new team members, and anything and everything else that falls within the beautiful realm of possibilities we are fortunate enough to experience.

Our aspirations for change are bold and unorthodox, which is likely one of the main reasons we have all chosen to be a part of this Mötley Crüe-like band of misfits. Challenging the status quo in hopes of creating a more just, compassionate, and inclusive future has always come with its fair share of struggle... but as one of my very favorite authors so eloquently says: we must honor the struggle. But to struggle does not require one to suffer...



## EXHIBIT Y

### “THE MOTIVATION MANIFESTO”

BRENDON BURCHARD

"Struggle is to be expected and honored.

The joyous masters know that life is a **journey**, a trying and exciting **adventure** whose destination matters less than the passion and freedom felt along the way. Let us learn from them and remember that, even when we are weary or uncertain, we can feel presence and eagerness for each moment.

The joyous masters know that amid all the chaos and conflict, and all the hurry and wickedness of the world, there is something solid within that is **beautiful** and steady and good. Like the joyous masters, we can have the sense that our mind and soul are fresh and pure and clean, even as we slug it out in the thick mess of humanity.

The joyous masters know that struggle does not have to equal suffering. Let us learn from them and remember there can be **JOY** and **SPIRIT** in meeting life's demands, in stretching beyond comfort, in pushing through times of high exertion and low achievement.

The joyous masters know that nothing good comes easily, but that all things can be met with peace.. Like them, we can show **GRACE** even in the tightening grip of pain, and face our long trials with serenity and dignity and enthusiasm for a new day.

There was a time when striving through trial was a **virtue**. Struggle was a cherished consequence of higher **ambitions**; it was taught as the necessary effort of heroism and cultural advancement; it was the celebrated context in which we proved ourselves, bettered ourselves, and realized ourselves.

Only there, in the depths of **effort** and hardship and frustration, could our weaknesses be exposed and expelled, our lives transformed, our dreams attained, our humanity advanced.

Those who struggled with honor for mighty ends were not pitied but **admired** & **remembered** across the span of time... So let us rise tomorrow with minds set for advancement. Let us be **bold** again. In the face of any concern, we can remember that all we need is within, that fortune favors the brave, and that action alone will illuminate the next steps.

Let us forever strive toward something we choose as meaningful with a conviction so pure and so **powerful** that we advance with grand leaps. No longer shall we wait for permission, proper timing, or ease in rapidly progressing our lives. Let us go now. We have work to do, influence to gain, service to render, power to share, and freedom to achieve."

## EXHIBIT Y



**WELCOME TO  
THE TEAM,  
ADRIAN!**

**ADRIAN REIF**  
*UMANA VENTURE STUDIO, LLC*  
*SCHNACKS, LLC*

**CHIEF EXECUTIVE OFFICER**

Adrian is the CEO and co-founder of UMANA Venture Studio. He's on a mission to help humanity reimagine what's possible. Can we thrive while the planet thrives? Can we transcend boundaries and connect deeply? Will they look back in 1,000 years and point to the now and say, "That's when humans decided to live up to their potential!" Adrian is a serial entrepreneur, innovator, & strategist who started his first venture — Yumbutter — at age 24. He's also a pioneer in the field of regenerative business and regenerative innovation. In 2019, Adrian released *The Do-Gooder's Guide to Investing*, an Amazon Green Business bestseller. It's an easy- to-read guide for the everyday person who wants to align their money and their values. Adrian shows it's possible to use your money to build a better world while building wealth for yourself and those who depend on you. Adrian has spent time on 4 continents wrestling with nomads in Mongolia, trekking in the Himalaya, and mountain biking in the Rocky Mountains.

## EXHIBIT Y



### VC TRENDS

Retail Health & Wellness Tech continues to be on the rise! According to Pitchbook, 120 deals closed in the retail health & wellness tech sector in Q2 2020 for a total of \$1.9 billion in VC funding

### HOT IPOs!

Project Management Specialist, Asana, goes public

Cybersecurity software maker McAfee Corp. has filed to go public.

Venture capital-backed Poshmark files to go public

### NEW MARKET TRENDS

1. Remote Work
2. Remote Health
3. E-commerce
4. Automation
5. Data Privacy

# **EXHIBIT Z**

EXHIBIT Z

**State Of Delaware**

Entity Details

7/27/2020 5:06:50PM

File Number: [REDACTED]

Incorporation Date / Formation Date: 6/7/2018

Entity Name: TWIN PEAKS CAPITAL, LLC

Entity Kind: Limited Liability Company

Entity Type: General

Residency: Domestic

State: DELAWARE

Status: Cancelled, Failure to appoint a R/A

Status Date: 6/5/2020

**Registered Agent Information**

Name: UNASSIGNED AGENT

Address:

City:

Country:

State: NullValue

Postal Code: 95050

Phone:

**Tax Information**

Last Annual Report Filed: 0

Tax Due: \$ 0

Annual Tax Assessment: \$300

Total Authorized Shares:

**Filing History (Last 5 Filings)**

Seq	Description	No of Pages	Filing Date mm/dd/yyyy	Filing Time	Effective Date mm/dd/yyyy
1	Agent Resignation w/o Apt 9020245 - HARVARD B	1	5/6/2020	4:42 PM	5/6/2020
2	LLC	1	6/7/2018	6:33 PM	6/7/2018

EXHIBIT Z

**LP/LLC/GP Annual Tax - Payment Acknowledgement Copy**

File Number: [REDACTED]

Name: **TWIN PEAKS CAPITAL, LLC**

Agent Number: **1**

Agent Name: **UNASSIGNED AGENT**

Agent Address:

City:

State:

Zip Code: **95050**

Tax Year	LP/LLC/GP Tax	Penalty	1.5% Monthly Interest	Previous Credit/ Balance	Amount Paid	Amount Due
2018	\$300.00	\$200.00	\$90.00	\$0.00	\$590.00	\$0.00
2019	\$300.00	\$200.00	\$0.00	\$590.00	\$500.00	\$0.00

**Payment Information**

Amount Paid: **\$1,090.00**  
Payment Date: **07/22/2020**

Payment Method: **Checking/Savings Account(ACH)**

## EXHIBIT Z

**September 8, 2020**

Hi Ba & Diego

I figured it would be a good idea to provide a comprehensive update on Twin Peaks Capital, LLC's name conversion process to "Barbarella Ventures, LLC" along with copies of all relevant corporate filings & confirmation pages (which are currently scattered on various boards).

The following events outlined below will summarize the various steps we had to take to get Twin Peaks Capital back into "good standing" and where we currently are in the name changing process:

**May 2020** – Filed the Original Certificate of Amendment to change Twin Peaks to Barbarella Ventures, LLC (printed out the Certificate of Amendment, B4 signed and sent check via mail).

- At this point, we had not yet discovered that VDT failed to pay a single fee/franchise tax since the companies' inception two years ago.
- So, since Twin Peaks owed \$1090.00 in back taxes when we filed the Amendment, the name change request was put on hold until that was paid off.

**July 22, 2020** – Paid the full balance due amount for Twin Peaks Capital, LLC Delaware Franchise Tax:

Charge	Type	Total
2018 DE Franchise Tax Fee	Standard Fee	\$300.00
2018 Late Fee	Penalty Fee	\$290.00
2019 DE Franchise Tax Fee	Standard Fee	\$300.00
2019 Late Fee	Penalty Fee	\$200.00
<b>TOTAL AMOUNT PAID:</b>		<b>\$1,090.00</b>

**LPELLCGP Report - Acknowledgement Copy**

File Number: 6022273  
Name: TWIN PEAKS CAPITAL, LLC

---

Agent Number: 1  
Agent Name: UNASSIGNED AGENT  
Address:  
City:  
State:  
Zip Code: 00000

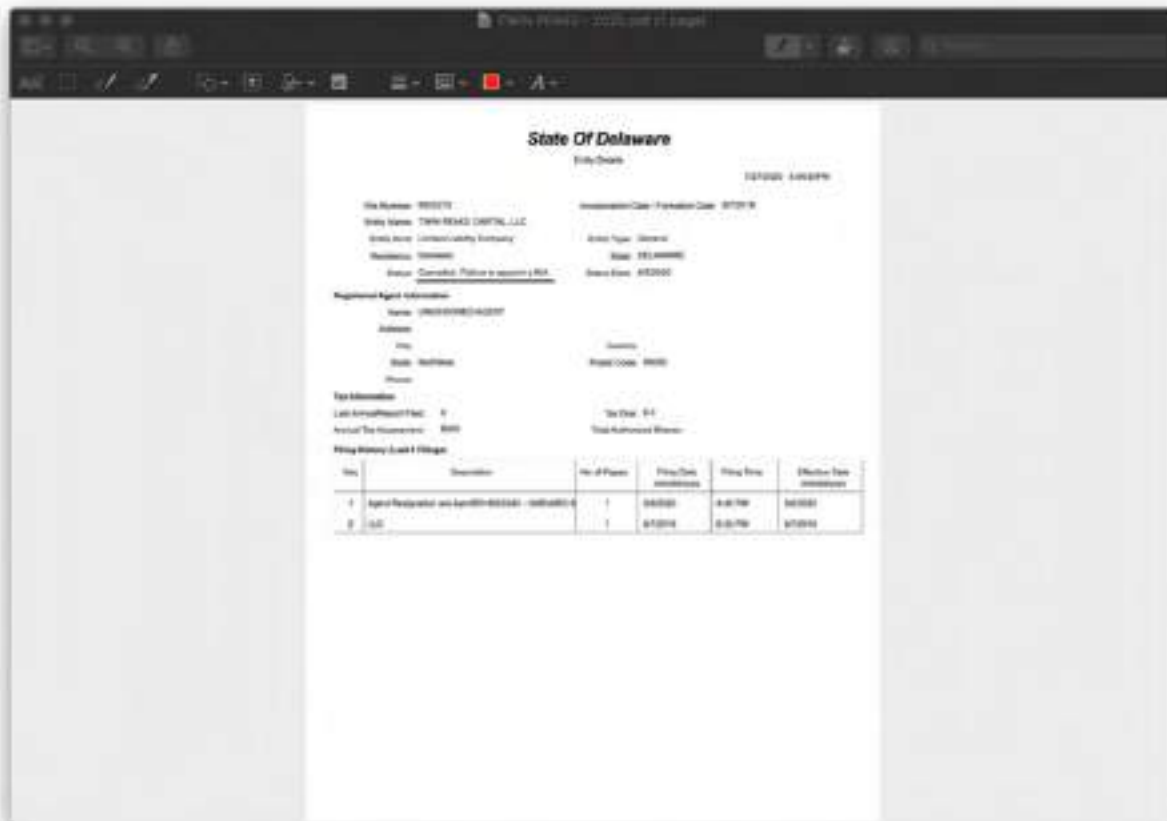
Tax Year	LPELLCGP Tax	Penalty 1.5%	Monthly Interest	Prepayment Credit	Balance	Amount Paid	Amount Due
2018	\$300.00	\$45.00	\$90.00	\$0.00	\$435.00	\$300.00	\$135.00
2019	\$300.00	\$45.00	\$0.00	\$0.00	\$345.00	\$300.00	\$45.00

Payment Information  
Amount Paid: \$1,090.00  
Payment Method: Checking/Savings Account (PDF)

- At this point, we hadn't discovered that Twin Peak's Registered Agent had withdrawn, leaving us without a registered agent on file. (Again, due to non-payment VDT was responsible for)
- Twin Peak's was apparently without a registered agent for over a year until it was eventually "cancelled"

## EXHIBIT Z

**July 27, 2020** – After still not hearing news on the name change filing over two months after filing, I conducted some research to try and get to the root of the problem. During my research, I used the entity search on the DE Secretary of State website that provides you with a detailed report of the status of an entity for \$20.00.



After discovering this information, I then had to go find out why Harvard Business Services, Inc., the Registered Agent, withdrew their representation.

**July 29, 2020** – Re-initiated Harvard Business Services, Inc. as Twin Peaks' Registered Agent. Convinced them to waive all late penalties, and paid the \$50.00 fee for this next year.



EXHIBIT Z



filings@delawareinc.com

7/29/20

To: Sonia Faizy >

## Receipt for Twin Peaks Capital, LLC

Found in Inbox



### Receipt

Paid Date: July 29, 2020

Twin Peaks Capital, LLC

File Number: [REDACTED]

#### Service Provided

Initial Registered Agent Fee \$50.00

Amount Paid \$50.00

Harvard Business Services, Inc.

16192 Coastal Highway, Lewes, DE 19958

1-800-345-2677 Skype: Delawareinc [info@delawareinc.com](mailto:info@delawareinc.com)

**July 31, 2020** – Now that the taxes had been fully paid off and re-assigned our registered agent, we had to file a "Certificate of Revival" to get it back into "good standing" and on July 31, 2020, me and B4 filed the Certificate of Amendment using Delaware's newly improved e-filing service.

EXHIBIT Z

PAGE 1 of 1

Service Request# 20206529099



# State of Delaware

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
P.O. BOX 898  
DOVER, DELAWARE 19903

8393038  
BA MINUZZI  
2429 BAY ST.  
SAN FRANCISCO, CA 94123

09-09-2020

ATTN: CERTIFICATE OF REVIVAL

DESCRIPTION	AMOUNT
<b>[REDACTED]</b> - TWIN PEAKS CAPITAL, LLC 0312F Renewal for Forfeiture/No Agent	
<i>Renewal</i>	\$180.00
<i>Court Municipality Fee, Grgetown</i>	\$20.00
<b>[REDACTED]</b> - TWIN PEAKS CAPITAL, LLC 8100 Certified Copy - 1 Copies	
<i>Certification Fee</i>	\$50.00
<b>TOTAL CHARGES</b>	\$250.00
<b>TOTAL PAYMENTS</b>	\$250.00
<b>BALANCE</b>	\$0.00

EXHIBIT Z

Barbarella Ventures, LLC  
2429 Bay Street,  
San Francisco, CA 94123

## Notification of Business Name Change for Delaware LLC

Department of the Treasury  
Internal Revenue Service  
Ogden, UT 84201

**Re: Change of LLC Name**

**Prior Business/LLC Name:** Twin Peaks Capital, LLC  
**EIN# [Taxpayer Identification Number]:** [REDACTED]

Please note that the name of the LLC has been changed to: **Barbarella Ventures, LLC**

Attached with this letter is a copy of our name change confirmation filed with the state of Delaware.

After you have updated your records, please send a written confirmation to:

**Barbarella Ventures, LLC  
2429 Bay Street,  
San Francisco, CA 94123**

Please let me know if you have any questions, or need any additional information.

Thank you for your help.

Sincerely,

**Bá Minuzzi**  
Managing Member,  
Barbarella Ventures, LLC

# **EXHIBIT a**

EXHIBIT a



Sonia Faizy <sonia@umana.family>

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**Request to access Clerky products - aymard@getmademan.com**

2 messages

---

Clerky <support@clerky.com>  
Reply-To: <aymard@getmademan.com>  
To: <sonia@umana.family>

Tue, Aug 4, 4:56 PM



Hi there,

[aymard@getmademan.com](mailto:aymard@getmademan.com) wants to use Clerky! They've let us  
know they already have an existing Delaware C corporation, and  
that you're their startup attorney.

If you haven't already, we would recommend reviewing the company's existing legal paperwork to see if there are any issues that need to be addressed before doing additional legal paperwork, and also to see if there are any incompatibilities with our products. Once you've done that, you can determine what products your client should have access to.

If you have any questions, please feel free to reply to this email and we'll do our best to help!

[Request Attorney Account](#)

Thanks,

Clerky

[app.clerky.com](http://app.clerky.com)

# **EXHIBIT b**

# EXHIBIT b

10/21/2020

MadeMan Mail - MadeMan Launch Update!



Sonia Fitzzy <sonia@getmademan.com>

## MadeMan Launch Update!

1 message

Jeremy Gardner <jeremy@getmademan.com>  
To: Cory Levin <cory@getmademan.com>  
Bcc: sonia@getmademan.com

Wed, Oct 21, 2020 at 6:57 PM

Hey Everyone,

I want to apologize for this embarrassingly overdue investor update. It's been a crazy year, and I've been chatted with most of you, but I owe it to you and myself to stay more accountable.

### Finances and Product Development

- Late last year, it became overwhelmingly clear that between R&D, compatibility and stability testing, and brand development, it would take far longer than initially expected to take this product to market.
- As a result, my first hire and "co-founder," Janet Luciano, and my Chief-of-Staff, Israel Alarcon, decided to leave the company about six months after joining. Consequently, neither of them vested any of their equity. I personally repurchased their stock.
- This was an advantageous development, as it allowed me to cut my burn to nearly-zero beyond development costs, which have been substantial (I've put well over a half-million dollars into the company so far. I plan to repay some of this over time as revenue grows, but have no plans to take a salary.)
- I relocated from Miami to Beverly Hills to launch the company and leased an incredible "MadeMansion," where much of the team lives and everyone works. [Great article here.](#)
- Despite hiring six employees, this arrangement has kept our overall burn to about \$35-40k/mo due to my ability to compensate most employees with room and board, healthcare, flexibility, generous equity, and an incredible lifestyle.
- We are determining how to best proceed with your convertible notes, and I'll provide an update on that matter shortly!
- After spending considerable time building the brand, scaling the team, and relocating, I've finally been able to focus on getting all administrative, accounting, and legal matters in order.
- It took a year of negotiation, but we acquired the MadeMan name trademark, and are filing for trademarks on our logos.
- I have had some serendipitous increases in my liquidity recently and have not taken money since last year.
- Despite growing investor interest, I am not looking to raise capital until a month or two after launch, at the earliest. I will consider taking outside capital once our financial requirements needed to scale the business (primarily in terms of sales and marketing) are clear.
- Most importantly, **we plan to launch Monday!**
- Hopefully, most of you have received VIP gift boxes by now. A couple of you I consider "influencers" and social media-inclined I have not sent boxes to yet, but will do so in the coming days (as I want as many posts as possible around launch to drive sales traffic and brand awareness.)
- Payment processor issues have bottlenecked us due to the CBD content in one of the products. However, we have found a fantastic processor with 2.5% rates due to one of my relationships and we should have that partnership finalized tomorrow.
- We have effectively created a direct-to-consumer marketing and sales machine. I have realized that once we go live, and are scaling this business, we can apply what we've built to branded subsidiaries (in areas such as apparel or self-care) and to other e-commerce brands that we can incubate.
- On that point, our in-house growth-hacker/entrepreneur-in-residence, Jack Jay, has launched a nicotine-free vape company, [NutrVaper](#), and in return for living at the Mansion and our abundant resources/connections, plus a \$50k investment, we have taken a 20% stake in his company with a 10% rev-share agreement. This will be a fairly low-effort endeavor for us, but is a model we can look to replicate when time and resources allow.

### Launch

- We have over 1,500 ambassadors and influencers signed up to represent the brand. Well over half already have content with the product/swing ready to post.
- Those individuals, mostly young women, have anywhere from 10,000 to 4 million (predominantly male) followers. They will be doing a rev-share deal with us (to mitigate upfront costs) until we determine the best influencer/demographics for the brand (and then we will move more to a paid post model for the macro influencers, who stand to make a lot under the current arrangement.)
- We have signed on Tony Hawk and will have advertiser access for posts made through his account. We are in conversations with Anderson Silva as well.
- We also have a bunch of smaller-time male rappers, athletes, models, entertainers signed on with content ready to post.
- I'd estimate our organic reach currently is about 50-60 million (mostly) men.
- We have a ton of content ready to go, and our website and social media looks great: [www.getmademan.com](http://www.getmademan.com) (password: getmademan.)
- We've also gotten a ton of great coverage of the company that you can check out on the press page.

### Hiring

- We have brought on six employees and four advisors since the last update, so rather than list them all here, I suggest you login to our website with the password above and check our "Team" page. It's a diverse, incredible bunch that I'm excited and honored to work with.
- We don't have any hiring or advisory needs right now, but that will likely change once we go live and determine what we need to grow the brand.

### Asks

- Make sure you're signed up for our email updates and follow us @MadeMan on [Twitter](#) and [IG](#) and give us a like on [Facebook](#)!
- Please share us on social media and with friends/family/men who need skincare when we launch next week!
- If you have a journalist that may want to cover our launch at a major outlet like WSJ, NYT, Men's Health, GQ, Esquire, etc., please let me know! The more eyes on the brand, the better.
- No other asks for the time being, but I'm planning to send much more frequent updates now that the ball is finally rolling.

Thank you all for your patience and understanding!

Please let me know if you have any questions or concerns, and don't hesitate to schedule a call or swing by our "MadeMansion" in Beverly Hills. Cory, my chief-of-staff (cdd) can help arrange anything you need.

All the best,

Jeremy Gardner  
CEO, Founder  
**MADEMAN**  
C: (413) 575-4563

# **EXHIBIT c**



EXHIBIT c

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**DuCONTRA VENTURES FUND, LP**

UMANA & Adrian Grenier

**SUMMARY OF PRINCIPAL TERMS**  
**("BINDING TERM SHEET")**

**LIMITED PARTNERSHIP AGREEMENT**

*The following is a summary of the principal terms of the partnership agreement entered into between Adrian Grenier ("Adrian" or "Limited Partner") and UMANA GP, LLC and UMANA, INC ("UMANA") (the "Partnership"). This summary is qualified in its entirety by the Fund's Agreement of Limited Partnership (the "Partnership Agreement"). This summary is not an offer to sell securities of the Fund or a solicitation of offers to buy any securities. Whereas, the Partnership was formed as a limited partnership on [PARTNERSHIP FORMATION DATE] by filing of a certificate of limited partnership of the Partnership (the "Certificate of Limited Partnership") with the Office of the Secretary of the State of Delaware and pursuant to this agreement.*

*Now, therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are here acknowledged, the parties agree as follows:*

<b>Name of Partnership</b>	The name of the partnership is <b>DuContra Venture Fund, LP</b> .
<b>Principal Office</b>	The principal place of business and office of the Partnership is 2429 Bay Street, San Francisco, California 94123, or such other places as the General Partner may from time to time designate.
<b>Purpose</b>	<p>The purpose of the Partnership (the "<b>Purpose</b>") is to [develop a pilot venture fund (the "<b>Fund</b>" or "<b>DuContra Ventures Fund, LP</b>") aligned with Grenier's principles and mission. The pilot fund would be the first partnership between Adrian Grenier and UMANA in the venture capital industry].</p> <p>The Partnership's purpose is to purchase, hold, dispose of, or otherwise deal with investments in securities and to engage or participate in any other lawful investment or related activities in which limited partnerships formed on the State of Delaware may engage or participate. The Partnership shall have the power and authority to do any and all acts necessary or appropriate to or in furtherance of the purpose of the Partnership, including all power and authority, statutory or otherwise possessed by, or which may be conferred upon, limited partnerships under the laws of the State of Delaware.</p>
<b>Business of the Partnership</b>	The Fund intends to pursue a "venture capital" strategy by making investments (" <b>Portfolio Investments</b> ") in equity of any venture-backed companies that are aligned with Adrian's mission and legacy, actively involved in promoting [ENTER ADRIAN'S MISSION/LEGACY GOALS], biotech, deeptech, mobility, equality other pooled investment vehicles, securities and other financial instruments of United States and foreign entities, including, without limitation, privately held, early-stage companies, particularly those involved in the social good and development of technologies and in related industries.
<b>The Fund</b>	DuContra Venture Fund, LP, a limited partnership (the " <b>Fund</b> " or " <b>DuContra Ventures Fund, LP</b> "). The Fund is an impact investment vehicle that utilizes the United Nations' Sustainable Development Goals (" <b>SDGs</b> ") Framework to help guide social impact and assess suitable investments.
<b>General Partner</b>	DuContra Ventures Fund, LP is co-created by Grenier and Bà Miruzzi, is the Fund's general partner alongside UMANA GP, LLC (the " <b>GP</b> "). The GP is led and managed by the sole general partner of the

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	GP, Bó Minuzzi. In addition to the fund, any new investment entity in the venture capital industry created by Adrian shall be managed by the GP.
<b>Limited Partner</b>	The limited partner is Adrian Grenier, an individual residing at [ADDRESS] (the "Limited Partner").
<b>Target Fund Size</b>	The target size of the fund is US[DOLLAR AMOUNT].
<b>Term</b>	Subject to the provisions concerning the dissolution of the Partnership, the initial term of the limited partnership is six years. At the GP's discretion, the term may be extended for an additional two-year period after the initial six years.
<b>Mission &amp; Impact</b>	<p>The Fund's mission is to [MISSION].</p> <p>"Contra" in Latin means "against," "opposing," "in opposition or contrast to"</p> <p>DuContra's mission is to question everything for a better world and invest in mindful founders. We are committed to utopian thinking and envisaging the world as it should be.</p> <p>DuContra differentiates itself with a winning and caring approach by leveraging the power of social media, storytelling, and an extremely influential network that is ready to act for a better today and tomorrow.</p> <p>The Fund's impact goal is to [IMPACT GOAL].</p>
<b>Investment Strategy</b>	<p>DuContra is an impact investing fund, investing in companies that address urgent impact needs and are willing to tackle, or contribute to solving one of the SDGs. Specifically, DuContra is looking to invest in companies that create positive change in:</p> <p>SDG3 – Good Health &amp; Well-Being SDG5 – Gender Equality SDG12 – Responsible Consumption and Production</p> <p>DuContra has created proprietary impact investment criteria to select the best deals based on those investment principles. Before making an investment, DuContra will evaluate the startup's impact, determine if they fit one (or more) of the investment verticals, and discern whether or not DuContra can help their team achieve measurable impact.</p>
<b>Investment Objectives</b>	<p>The Fund was organized for the purpose of providing the sole Limited Partner with a carefully constructed deal flow of investment opportunities that generate long term capital appreciation and closely align with the LP's social values and wealth goals. Specifically, the purpose of the Fund is to make, directly or indirectly, hold, manage, sell, exchange or otherwise deal in Portfolio Investments in early and development-stage companies.</p> <p>The Partnership will invest in a variety of industries, including, but not limited to, the technology sector; internet publishing, media, entertainment and e-commerce companies, consumer discretionary sector, including businesses that provide luxury and leisure products and services, consumer staples; food, household, and personal products, and companies committed to improving health and well-being, gender equality, quality education promoting lifelong learning opportunities for all and strive to reduce social inequalities.</p> <p>The Fund will have the power to do any and all acts necessary, appropriate, desirable, incidental, or convenient to or for the furtherance of the purposes herein described, including any and all of the powers</p>



EXHIBIT c

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that may be exercised on behalf of the Fund by the General Partner. In furtherance of these purposes, the fund may exercise all rights, powers, privileges, and other incidents of ownership or possession with respect to Portfolio Investments held or owned by the Fund; entered into, make, and perform all contracts and other undertakings relate to the forgoing; and engage in all related activities and transactions as may be necessary, advisable, or desirable to carry out the forgoing, as determined by the General Partner.

**GP Capital Contributions** The General Partner shall commit a capital contribution amount up to US\$[DOLLAR AMOUNT] (the "Total Committed Capital") over a three-year period.

**GP Additional Capital Contributions** re: **Capital** Bi Miruzzi (the "Investor") of the General Partner shall also commit an additional US\$100,000 to US\$200,000 max to cover operating expenses. The Investor shall be reimbursed by the Fund at the moment of liquidation.

[—or—No Partner is required to make any additional capital contribution to the Partnership.]

**Limited Partner Capital Contributions** The Limited Partner will **not** contribute any cash to the capital of the Fund but has rather agreed to contribute "capital" in the form of various other commitments including, but not limited to granting use of his name & likeness (see Exhibit A), utilizing his network, time, skills, and goodwill associated with his professional and public persona to increase value of the Portfolio Investments, or any other necessary appearance or participation the GP finds reasonably necessary to achieve the intended Purpose of the fund.

A detailed list of the various obligations is attached below (see Exhibit).

**Defaulting Partner** **Limited** If the Limited Partner fails to make all or any portion of the committed Capital Contribution, the GP shall notify the LP in writing of such failure. If the failure continues for fifteen business days after receipt by the LP, then the LP will be in default ("Default") under this agreement.

The GP shall inform the LP of the occurrence of any Default and any action taken by it with respect to the default within 15 days of the breach or failure.

The General Partner in its sole discretion, on its own behalf or on behalf of the Fund, may (but shall not be obligated to) pursue and enforce any and all rights and remedies of the Fund; determine that the Defaulting Partner shall not be entitled to receive any or a portion of the distributions from the Fund; determine that the Defaulting Partner's interest may be sold; and determine whether the Defaulting Partner must forfeit up to 100% of its interest in the Fund without payment or other consideration.

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**Ownership Percentage** Each Partner will have a "Ownership Percentage Interest" in the Fund that will be used to determine the amount of any distributions to the Partner attributable under the Distribution Waterfall (described below).

The partnership percentages of the Partners in the Partnership are allocated as follows:

Adrian Greenier	[enter %]
Bá Minuzzi	[enter %]

The General Partner will receive a [50%] Ownership Percentage Interest in the Fund, and the Limited Partner will receive [50%]

For granting to the Partnership the Licenses to use the Limited Partner's name and likeness (Exhibit A) in connection with the Partnership's marketing, promotional, and branding campaigns, the Limited Partner will receive 50% Ownership Percentage Interest in the Fund.

**Organizational Expenses** The Fund will bear (or reimburse the General Partner for) the actual expenses related to the organization of the Fund and offering of the Fund's limited partnership interests, including legal, accounting, and any other fees or expenses incident thereto.

The Organizational Expenses and Operating Expenses for the Investment Period shall be capped at 3% of the aggregate Capital Contribution made by the Limited Partner, and after the Investment Period, the Fund Expenses shall be capped at 2% of the aggregate amount in Capital Accounts managed by the General Partner.

**Capital Calls** During the Investment Period, the General Partner may issue Capital Calls for any Fund purpose as described below:

[cap call]	[\$]
[cap call]	[\$\$]

**Advisory Committee** The Fund will have an advisory committee (the "Advisory Committee") consisting of representatives of a total of (5) five total members selected yearly by the GP and LP. The Advisory Committee will meet (1) once every two months to strategize on investment matters.

Except where the approval of the Advisory Committee is expressly required hereunder or in the Partnership Agreement, any actions taken by the Advisory Committee will be advisory only, and the General Partner will not be required or otherwise bound to act in accordance with any recommendations made by the Advisory Committee or any of its members.



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	<p>The initial advisory committee (the "<i>Initial Advisory Committee</i>") will consist of the following <b>(2) two members and (3) vacancies for additional members</b> that will be determined when Fund is fully operational. Adrian Grenier and Bó Minuzzi shall be permanent members of the board from the beginning of the fund until its liquidation.</p>
<b>Management</b>	<p>The business and affairs of the Partnership shall be managed by General Partner. The General Partner shall have absolute, exclusive and complete control of the business and affairs of the Partnership, and shall possess all powers necessary, convenient or appropriate to carrying out the purposes and business of the Partnership, including, without limitation, doing all things and taking all actions necessary to carrying out the terms and provisions of this Agreement.</p> <p>The General Partner shall have the authority to bind the Partnership in making contracts and incurring obligations in the name and on the credit of the firm. The General Partner may unilaterally hire and/or offer a percentage of ownership of the Partnership to team members deemed necessary. The General Partner may delegate the management, operation, and control of the Fund to the fullest extent permitted by law provided that any such delegation shall not relieve the General Partner of its obligations to the Limited Partners under this Agreement.</p> <p>The Limited Partner shall not participate in the management of the business and affairs of the Partnership and shall have no authority or right to act on behalf of the Partnership with any matter,</p>
<b>Distribution Redemption</b>	<p>⊗ Subject to any legal requirements and to the applicable provisions of the Limited Partnership Agreement, the General Partner decides on the moment and amount of all distributions.</p> <p>The Fund will distribute the proceeds from the sale or other disposition of Portfolio Investments as soon as practicable after the receipt of those proceeds, net of such reserves the General Partner deems appropriate.</p> <p><i>Distributions Waterfall.</i> Distributions of the proceeds from each Portfolio investment shall be made in the following order (the "<i>Distribution Waterfall</i>"): </p> <ol style="list-style-type: none"><li>1. the General Partner, in proportion to their respective ownership percentages outlined above;</li><li>2. the balance, according to the following proportions: <i>First, 50% to the Limited Partner,</i> <i>Second, 50% to the General Partner</i></li></ol> <p>Distributions to the General Partner under clause (2) above may be referred to herein as the General Partners, "<i>Carried Interest</i>" as to the relevant Limited Partner.</p> <p><i>Tax Distributions.</i> Notwithstanding the foregoing, the General Partner may also receive distributions equal to the amount of United States federal, state, and local income tax calculated at the Assumed Tax Rate with respect to any allocation of taxable income to the General Partner by the Fund. The "<i>Assumed Tax Rate</i>" means the highest marginal effective tax rate (as determined for each Fiscal Year in which income is allocated to the General Partner in respect of the Carried Interest) (federal, state and local) payable by a married individual living in San Francisco, California and filing a joint return. Any such tax distribution will be treated as an advance against, and reduce subsequent distributions of or related to, the Carried Interest.</p>
<b>Fiscal Year</b>	<p>The fiscal year of the Partnership (the "<i>Fiscal Year</i>") shall end on December 31st of each calendar year.</p>

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<b>Taxable Income Allocation of Losses</b>	<p>• The net profits or net losses of the Partnership for each Fiscal Year shall be allocated among the Partners in proportion to their respective Partnership Percentages for such Fiscal Year. The LP will file the mandatory informational returns reporting the operating earnings and losses that are allocated to the Partners. However, each Partner is responsible for properly reporting their allocable share of the earnings or losses on their individual US federal income tax returns, regardless of whether the earnings are distributed to the Partners.</p> <p><b>The taxation of Partners is complex. All Partners should consult with their tax advisers regarding the consequences of an investment in the Fund.</b></p>
<b>Right of First Refusal</b>	<p>If at any time during the Fund's lifetime, the LP receives an investment opportunity offer from an Independent Third Party, The LP must first notify and make an offering of the investment opportunity to the GP. This right allows the GP to decide whether to participate in the transaction or pass. The GP must furnish a decision of whether it desires to participate in the transaction within <b>[#15]</b> days.</p>
<b>Confidentiality</b>	<p>Each Limited Partner shall keep confidential and shall not disclose without the prior written consent of the General Partner any information regarding the Fund, any other Fund Vehicle, any Portfolio Investment or Portfolio Companies comprising trade secrets or proprietary commercial or financial information of any Interested Person provided to it by the General Partner or the Fund Manager, provided that a Limited Partner may disclose any such information.</p>
<b>Governing Law</b>	<p>This Agreement shall be governed by and construed under the laws of the State of Delaware.</p>
<b>Assignment</b>	<p>In general, it is forbidden to assign or to pledge the units, subject to certain pre-authorized assignments and the Limited Partner may not transfer his or her or its interest in the Fund without the prior written consent of the General Partner, with the exception of certain transfers for estate planning purposes. The General Partner will be allowed to transfer its interest in the Fund to any affiliate of the General Partner.</p>
<b>Dissolution</b>	<p>The Fund will dissolve upon the earliest of: (a) the expiration of its term; (b) the election of the General Partner to dissolve the Fund; (c) the cessation of the sole remaining General Partner's status as general partner; or (d) any other event that applicable law specifies must operate as an event causing the dissolution of a limited partnership notwithstanding any provision to the contrary in the Fund's agreement of limited partnership.</p> <p>Upon dissolution (and after establishing reserves for payment to the Fund's creditors), the General Partner will cause the Fund's assets to be distributed to the Partners (including the General Partner) according to the Distribution Waterfall. In a dissolution, the Fund may distribute assets in kind to the Partners.</p>
<b>Reports</b>	<p>Commencing with the first full calendar quarter of the Fund's operation after the Fund has received Capital Commitments (but not before), the General Partner will distribute to the Limited Partner (or as soon thereafter as reasonably practicable), unaudited financial statements <b>bi-annually</b> and progress reports on each of the Fund's Portfolio Investments <b>annually</b>.</p> <p>The General Partner will additionally schedule monthly phone calls with the Limited Partner to notify and discuss any investment opportunities and developments.</p>

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The General Partner will distribute to the Limited Partner, within 120 days after the close of each fiscal year of the Fund (or as soon thereafter as reasonably practicable), unaudited financial statements prepared in accordance with U.S. generally accepted accounting principles, including an income statement for the year then ended and a balance sheet as of the end of such year, a statement of changes in the Partners' Capital Accounts and a year end balance of each Partners' Capital Accounts, and a list of Portfolio Investments then held.

**Exculpation  
Indemnification**

**and** The General Partner will prepare and mail to each Partner such Partner's Schedule K-1 as soon as reasonably practicable after the close of the Fund's fiscal year.

*Exculpation.* Neither the General Partner nor any of its members, employees, officers, agents, representatives, or affiliates, nor the tax matters partner or partnership representative, nor any member of the advisory committee (each, a "Covered Person") will be liable to any Limited Partner or the Fund for any act or omission based upon errors of judgment or other fault in connection with the Fund's business or affairs, or for losses due to mistakes, action, or inaction, or to the negligence, dishonesty, or bad faith of any employee, broker, consultant, or other agent of the Fund (provided that such employee, broker, or other agent was selected with reasonable care); *provided, however, that, except with respect to members of the Advisory Committee, Covered Persons will not be relieved of liability for any such act or omission constituting fraud, willful violation of law that was related to the Fund, or gross negligence. Advisory Committee members shall only be liable for actions not taken in good faith.*

*Indemnity.* The Fund will indemnify each Covered Person from and in respect of (i) all reasonable fees, costs, and expenses paid in connection with or resulting from any claim, action, or demand against a Covered Person that arise out of or in any way relate to the Fund, its properties, business, or affairs; (ii) such claims, actions, and demands and any losses or damages resulting from such claims, actions and demands, including amounts paid in settlement or compromise; *provided, however, that, except with respect to members of the Advisory Committee, this indemnity shall not extend to the conduct that is fraudulent, constitutes a willful violation of law that was related to the Fund, or grossly negligent, and with respect to members of the Advisory Committee, this indemnity shall not apply to actions not taken in good faith.*

*Partner Indemnification Giveback.* Amounts distributed to each Partner will be subject to recall to fund indemnity payments to the extent of any distributions received.

**ERISA Considerations**

The General Partner intends for the Fund to be exempt from ERISA by ensuring that less than 25% of the Fund will be owned by "benefit plan investors" within the meaning of ERISA or by qualifying as a "venture capital operating company" (or "VCOC") under ERISA.

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EXHIBIT c

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2429 Bay Street, SF - CA, 94133

**Binding Agreement**

This Term Sheet reflects the true intentions of the Parties, and shall be binding and properly enforceable by either party. Its acceptance shall give rise to any legally binding or enforceable obligation on either Party, except with regard to this section and the sections hereof entitled "Capital Calls," as those terms have not yet been finalized.

[SIGNATURE PAGE FOLLOWS]

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www.umana.family  
3429 Bay Street, SF - CA, 94123

**Exhibit A**

**Intellectual Property & Rights of Publicity License**

**I. LICENSE**

Adrian Grenier (the "*Licensor*") grants to the Partnership (the "*Licensee*"), the license to use Anderson's name, image, likeness, voice, biographical, professional, and other identifying information (the "*Rights of Publicity*") in connection with Partnership's business activities, including, but not limited to, marketing, promotional, and branding (the "*License Agreement*").

**II. LICENSE GRANTS**

Licensee wishes to obtain a license to use Licensor's name, image, likeness, voice, biographical, professional, and other identifying information in connection with Licensee's business. Pursuant to the terms and conditions of this License Agreement, Licensor hereby grants a [non-exclusive, transferable, worldwide right and license to use the name, together with rendering of the Licensor's image, likeness, voice, biographical, professional, and other identifying information, and all other attributes of Licensor's personality and appearance (collectively, "*Rights of Publicity*"), including any right of publicity in connection with creation, development, operation, promotion, financing, distribution, and investments.

**III. REPRESENTATIONS & WARRANTIES**

Licensor represents and warrants that it has the full right, power, and authority to enter into and perform its obligations under this License Agreement. Licensor further represents that it has the right, power, and authority to grant the rights and license granted hereunder and is the sole owner of the license, and will not violate any law or regulation or violate or infringe any copyright, trademark, or other intellectual property, or any privacy, publicity, contract, or other third-party rights.

**IV. TERM**

The License under this License Agreement shall become effective as per the date of execution of this Agreement, and unless terminated sooner as provided below or by mutual agreement, shall remain in effect for (6) years (with the option for an additional two-year term) or until the dissolution of the Limited Partnership, DuContra Ventures Fund, LP.

**V. INDEMNIFICATION**

Licensor shall indemnify, defend, and hold harmless the Partnership and its officers, directors, employees, agents, affiliates, successors, and assigns, from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind ("*Losses*"), including attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or in connection with any third-party claim, suit, action, or proceeding relating to any actual or alleged breach by Licensor of its representations, warranties, covenants, or other obligations hereunder the license grant.

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**Exhibit B**

**Limited Partner  
Capital Contributions & Commitments**

In lieu of any cash capital contributions to the Fund, [NAME] (the "**Limited Partner**") has agreed to fulfill the following endorsement and branding obligations outlined below for the entirety of the full term of the Fund's existence. The General Partner will determine the specific endorsements and testimonials needed from the Limited Partner based on the investments (the "**Portfolio Investments**") it undertakes. The LP agrees to lend their name and/or image and time to promote the Portfolio Investments' products or services.

"**Endorsement**" shall mean any form of advertising that uses famous personalities or celebrities who command a high degree of recognition, trust, respect or awareness from the public at large.

**Grant of License**

Grant the Fund any and all necessary rights and licenses needed in the operation and management of DuContra Ventures Fund

- **Name, Image, & Likeness**
- **Trademarks/Logos (if applicable)**
- **Copyrights (if applicable)**

**Public Appearances**

An agreed upon number of yearly public appearances:

- **Speaking Engagements – # per year**
- **Public Endorsements of Portfolio Investments – # per year**
- **Interviews – # per year**

*The purpose of the DuContra Venture, LLC is to invest the Limited Partner's 'capital contribution' to a total of 60 different companies over a three-year period. Each company will initiate negotiations on it's own terms and conditions. The final agreed terms will be a combination of the commitments outlined here.*

**Social Media Marketing**

An agreed upon number of yearly social media posts including:

- **Instagram Posts**
- **Instagram Tags/Likes**
- **Instagram Story Posts**
- **LinkedIn Posts**

These endorsements are vital to the Fund's success as it increases brand awareness and influences targeted consumers favorably. Failure to perform any of the above mentioned terms will be a material breach of the agreement and result in default.

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# **EXHIBIT d**

EXHIBIT d

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Certification Letter for Business Travel – Portugal

[UMANA, Inc.]  
[Adrian Grenier]  
DuContra Ventures Fund, LP  
2426 Bay Street,  
San Francisco, CA 94123

July 24, 2020

RE: COVID-19 TRAVEL RESTRICTIONS – QUALIFIED BUSINESS PURPOSES

Dear Sir/Madam:

Please be advised that **DuContra Ventures Fund, LP** (“*DuContra*”), a San Francisco-based venture capital fund co-founded and co-managed by **Bá Minuzzi** of **UMANA, Inc.**, and **Adrian Grenier**, currently has aspirations to expand its operations and investment portfolio to Portugal.

To comply with international and Portuguese safety and travel measure, this Certificate Letter is to attest to the fact the individual to whom it has been issued, **Adrian Grenier**, is an active managing member of **DuContra** seeking to travel to Portugal to assess the viability of **DuContra**’s expansion plans and meet with local investors and vendors between [August 2, 2020 and August 7, 2020].

Furthermore, **DuContra**’s Head of Investment Relations, **JP [LAST NAME]**, is currently based out of Portugal, at [Address]. Mr. [JP] will serve as a liaison between **DuContra**’s US-headquarters and its Portuguese chapter. In addition to operating and managing **DuContra**’s relationships with current and future investors, **JP** will lead the research and development of **DuContra**’s shared workspace initiative on the ground.

[A shared workspace implies an individual occupant using space for a limited time. When they leave, that workspace will become occupied by someone else. The idea being to expand the landscape of startups and entrepreneurship to include traditionally under resourced markets by providing support and operational capabilities to emerging entrepreneurs.]

On behalf of **UMANA, DuContra, Adrian, and myself**, please accept our gratitude for your time and consideration during these difficult times. If you have any questions about this information, or need to confirm any additional details, please contact [CONTACT].

Sincerely,

[NAME]  
[TITLE]  
UMANA, Inc.  
[PHONE NUMBER]

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# **EXHIBIT e**

EXHIBIT e



EXHIBIT e



EXHIBIT e

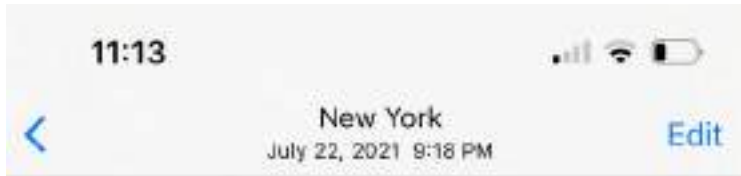




EXHIBIT e



# **EXHIBIT f**

EXHIBIT f

STATE OF CALIFORNIA

Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS

Labor Commissioner's Office

455 Golden Gate Ave. 10th Floor

San Francisco, CA 94102

Email: laborcomm.wca.sfo@dir.ca.gov • Fax: (415) 703-4130 • www.dir.ca.gov

December 30, 2021



Sonia Faizy

350 TURK ST # 1601

SAN FRANCISCO, CA 94102

Case Number: WC-CM-856587

**INSTRUCTIONS ON HEARING PROCESS (98a Labor Code)**

Dear Claimant:

You will be notified by mail as to the date and time of the hearing.

The above mentioned matter will be set for a formal hearing pursuant to Section 98(a) of the California Labor Code. **Please sign the attached complaint form (WCA 55) and return immediately.** Do not write on the form. If there are any changes, use an additional sheet of paper. Also, if enclosed, please read and sign the mailing waiver and return with the complaint form (WCA 55).

**IF THE ATTACHED COMPLAINT FORM IS NOT RETURNED BY JANUARY 14, 2022, WILL ASSUME YOU HAVE NO FURTHER INTEREST IN THIS MATTER AND WE WILL CLOSE OUR FILE.**

Advise us in writing of any change of address or telephone number where you can be reached between the hours of 8:00 AM to 5:00 PM. Failure to keep our office notified of these changes may delay notice of any changes that may take place concerning your hearing.

Upon receipt of the notice of hearing, if subpoenas are required for witness(es) (one who will not voluntarily appear) or materials and documents, please notify this office in writing immediately. Appropriate forms are available through this office and all subpoenas that are requested are subject to approval by this office. In addition, you must make arrangements to have any subpoenas served on the parties by someone that is not a party to your action.

At the hearing, you will be required to prove your case. As the moving party, you bear the burden of proof.

Sincerely,

Chike Ufombah  
Deputy Labor Commissioner

Enclosure(s)

WCA 57 PLT – Pre-Berman Letter (Rev. 07/13)

EXHIBIT f

<b>STATE OF CALIFORNIA</b> Department of Industrial Relations Labor Commissioner's Office 455 Golden Gate Ave, 10th Floor San Francisco, CA 94102 EMAIL: laborcomm.wca_sfo@dir.ca.gov FAX: (415) 703-4130		<b>DATE FILED</b> 12-08-2021
		<b>DISTRICT OFFICE</b> San Francisco WCA
		<b>TAKEN BY</b> Christopher Sampang
<b>PLAINTIFF:</b> Sonia Faizy,		
<b>DEFENDANTS:</b> Does I through V, Defendant(s) UMANA, Inc., a forfeited Delaware corporation; DuContra Ventures LP, a Delaware limited partnership dba DuContra Ventures LLC; Adrian Grenier, an individual; Barbara Minuzzi, an individual		
<b>State Case Number:</b> WC-CM-856587	<b>COMPLAINT</b>	

**PLAINTIFF ALLEGES:**

1. Plaintiff was employed by the defendants named above to perform personal services as: compliance/finance
2. for the period 5/1/2020 to 10/12/2020
3. in the County of San Francisco, California; under the terms of a written agreement.
4. that there is due, owing and payable from the defendant to the plaintiff an amount as and for wages, penalties and/or other demands for compensation as set out below:

CLAIM	Amount Earned or Accrued	Less Amount Paid	Balance Due
REGULAR WAGES — From 04/01/2020 through 10/31/2020, plaintiff claims regular wages earned (not including overtime hours worked) at the rate of \$2000 every 2 weeks, for 56 pay periods.	\$85,000.00	\$0.00	\$85,000.00
OVERTIME — Any work in excess of 8 hours per day, any work in excess of 40 hours per week, and the first 8 hours worked on the seventh consecutive day of work in any workweek must be compensated at the applicable overtime rate of pay. (See Labor Code Section 510) Plaintiff claims wages earned for overtime worked, based on a regular rate of pay of \$100 per hour, as follows: From 04/01/2020 through 10/31/2020, 213.3332562963305 hour(s) at \$150 per hour (overtime at 1.5 times the regular rate).	\$31,999.99	\$0.00	\$31,999.99
REPORTING TIME PAY — Each workday an employee is required to report for work and does report but is not put to work or is furnished less than half the employee's usual or scheduled day's work, the employee is entitled to be paid for half the usual or scheduled day's work (but for not less than 2 hours or more than 4 hours) at the employee's regular rate of pay. Except for employees covered by IWC Order 16, if an employee is required to report for work a second time in any workday and is furnished less than 2 hours of work on the second reporting, the employee is entitled to be paid for 2 hours at the employee's regular rate of pay. (See IWC Order 4, Section 5) From 04/01/2020 through 10/31/2020, plaintiff claims reporting time pay based on a regular rate of pay of \$100 per hour, for 212.50 hours.	\$21,250.00	\$0.00	\$21,250.00
MEAL PERIOD PREMIUM WAGES — Employees are entitled to one additional hour of pay at the employee's regular rate of pay for each workday that a meal period is not provided as required by law. (See Labor Code Section 226.7; IWC Order 4, Section 11. From 04/01/2020 through 10/31/2020, plaintiff claims meal period premium wages based on a regular rate of pay of \$100 per hour, for	\$21,000.00	\$0.00	\$21,000.00

WCA 55 (Rev. 08/19) Complaint

EXHIBIT f

CLAIM	Amount Earned or Accrued	Less Amount Paid	Balance Due
\$96,000.00 yearly, divided by 52 weeks = \$1,846.153846153846 weekly, divided by 5 workdays = \$369.2307692307692			
LATE PAYROLL: Penalty – Failure by an employer to pay the wages of each employee as provided in Sections 201.3, 204, 204(b), 204.1, 204.2, 204.11, 205.5 and 1197.5, entitles the employee to a penalty of one hundred dollars (\$100) for any initial violation. Two hundred dollars (\$200) for each subsequent violation, or any willful or intentional violation, plus 25 percent of the amount unlawfully withheld.	\$100.00	\$0.00	\$100.00
Plaintiff was not paid timely during the period from 04/01/2020 to 10/31/2020 and claims 1 at \$100 each for a total of \$100			
<b>TOTAL CLAIMED</b>			<b>\$291,146.96</b>



Interest pursuant to Labor Code Section(s) 98.1(c), 248.5(f), 1194.2 and/or 2802(b).

A document detailing the amount due may be attached. Amount due as set forth herein may be approximate and subject to modification based on evidence presented at hearing.

PLAINTIFF CERTIFIES THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF HER KNOWLEDGE AND BELIEF.

Executed at: San Francisco, County of San Francisco, California

Dated: 01/06/2022  
Date of Signature

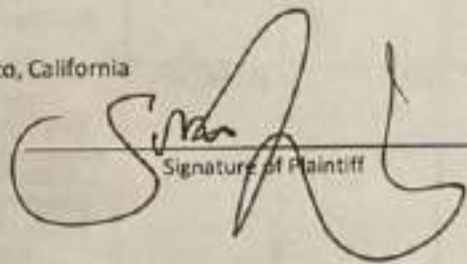
  
Signature of Plaintiff

EXHIBIT f

**Total Records:** 5

**Search Date:** 1/2/2025

**Filter Applied:**

**Case Number**  
WC-CM-856587

Defendant Name	Party Type	Case Number	NAICS Code	NAICS Industry	Date Filed	Assigned Deputy	DIR Office	Case Status
UMANA, Inc., a forfeited Delaware corporation	Defendant	WC-CM-856587	523940	Portfolio Management and Investment Advice	12/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved
DuContra Ventures LP, a Delaware limited partnership dba DuContra Ventures LLC	Defendant	WC-CM-856587	523940	Portfolio Management and Investment Advice	12/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved
Barbara Minuzzi, an Individual, a.k.a. Ba Minuzzi	Defendant	WC-CM-856587	523940	Portfolio Management and Investment Advice	12/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved
Adrian Grenier, an Individual	Defendant	WC-CM-856587	523940	Portfolio Management and Investment Advice	12/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved
Barbara Minuzzi, an Individual, a.k.a. Ba Minuzzi	Defendant	WC-CM-856587	523940	Portfolio Management and Investment Advice	12/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved

EXHIBIT f

State of California  
Department Of Industrial Relations

DIR | Wage Claim Search | Search Results

### Wage Claim Search

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Action	Defendant Name	Party Type	Case Number	WICS Code	WICS Industry	Date Filed	Assigned Deputy	DIR Office	Case Status
<a href="#">View info</a>	URWA, Inc., a forfeited Delaware corporation	Defendant	WC-CM-85838T	522940	Portfolio Management and Investment Advice	11/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved
<a href="#">View info</a>	DeConto Ventures LP, a Delaware limited partnership dba DeConto Ventures LLC	Defendant	WC-CM-85838T	522940	Portfolio Management and Investment Advice	11/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved
<a href="#">View info</a>	Barbara Minuzzi, an individual, a.k. a. Ba Minuzzi	Defendant	WC-CM-85838T	522940	Portfolio Management and Investment Advice	11/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved
<a href="#">View info</a>	Achilles Grenier, an individual	Defendant	WC-CM-85838T	522940	Portfolio Management and Investment Advice	11/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved
<a href="#">View info</a>	Barbara Minuzzi, an individual, a.k. a. Ba Minuzzi	Defendant	WC-CM-85838T	522940	Portfolio Management and Investment Advice	11/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved

EXHIBIT f

The screenshot shows a web browser window with the URL `cadir.my.site.com/wcsearch/s/wageclaimsearchresult?searchtype=wagesearch&n...`. The page header identifies the user as 'DuContra Ventures LP, a Delaware' and the page as 'Portfolio Management'. The main content area displays 'Case CM-856587' with a 'Download PDF' button. Below this is a table of case details:

<b>Defendant Name</b> Adrian Grenier, an Individual	<b>Party Type</b> Defendant
<b>Case Number</b> WC-CM-856587	<b>DIR Office</b> San Francisco WCA
<b>Assigned Deputy</b> Chike Ufombah	<b>Date Filed</b> 12/08/2021
<b>NAICS Code</b> 523940	<b>NAICS Industry</b> Portfolio Management and Investment Advice
<b>Low Wage Industry</b>	<b>Case Status</b> Hearing Approved



EXHIBIT f

The screenshot shows a web browser window with the URL `cadir.my.site.com/wcsearch/s/wageclaimsearchresult?searchtype=wagesearch&n...`. The page title is "Case CM-856587" and there is a "Download PDF" button. Below the title is a table of case details:

<b>Defendant Name</b> DuContra Ventures LP, a Delaware limited partnership dba DuContra Ventures LLC	<b>Party Type</b> Defendant
<b>Case Number</b> WC-CM-856587	<b>DIR Office</b> San Francisco WCA
<b>Assigned Deputy</b> Chike Ufombah	<b>Date Filed</b> 12/08/2021
<b>NAICS Code</b> 523940	<b>NAICS Industry</b> Portfolio Management and Investment Advice
<b>Low Wage Industry</b>	<b>Case Status</b> Hearing Approved

Below the table, there is a row of text: "a.k.a. Ba Minuzzi", "856587", "Investment Advice", "Ufombah", "WCA".

EXHIBIT f

Case CM-856587 [Download PDF](#)

<b>Defendant Name</b> Barbara Minuzzi, an individual, a.k.a. Ba Minuzzi	<b>Party Type</b> Defendant
<b>Case Number</b> WC-CM-856587	<b>DIR Office</b> San Francisco WCA
<b>Assigned Deputy</b> Chike Ufombah	<b>Date Filed</b> 12/08/2021
<b>NAICS Code</b> 523940	<b>NAICS Industry</b> Portfolio Management and Investment Advice
<b>Low Wage Industry</b>	<b>Case Status</b> Hearing Approved

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DIR | Wage Claim Search | Search Results

## Case CM-856587

[Download PDF](#)

<b>Defendant Name</b> UMANA, Inc., a forfeited Delaware corporation	<b>Party Type</b> Defendant
<b>Case Number</b> WC-CM-856587	<b>DIR Office</b> San Francisco WCA
<b>Assigned Deputy</b> Chike Ufombah	<b>Date Filed</b> 12/08/2021
<b>NAICS Code</b> 523940	<b>NAICS Industry</b> Portfolio Management and Investment Advice
<b>Low Wage Industry</b>	<b>Case Status</b> Hearing Approved

[View Info](#) partnership Defendant 856587 523940 and 12/08/2021 Ufombah Francisco  
dba Investment Advice WCA  
DuContra  
Ventures

# **EXHIBIT g**

EXHIBIT g

STATE OF CALIFORNIA

Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS  
Labor Commissioner's Office  
*Retaliation Complaint Investigation Unit*  
770 E. Shaw Avenue Ste. 222  
Fresno, CA 93710  
Phone: (559) 244-5340 Email: [retaliation@dir.ca.gov](mailto:retaliation@dir.ca.gov)



January 20, 2023

Sonia Faizy  
350 TURK ST # 1601  
SAN FRANCISCO, CA 94102

Re: Sonia Faizy v. UMANA, Inc.  
State Case No. RCI-CM-837085

Dear Sonia Faizy:

Your complaint has been assigned to me for investigation. I have reviewed your file and will contact you to discuss the investigation process and schedule a telephonic interview.

My contact information is as follows:

Joseph Gallardo  
Labor Commissioner's Office  
770 E. Shaw Avenue Ste. 222  
Fresno, CA 93710  
Phone: (415) 792-3153  
Email: [jgallardo@dir.ca.gov](mailto:jgallardo@dir.ca.gov)

I will be contacting you to schedule an interview. Please continue to gather contact information for any witnesses and collect paperwork that will support your case. This includes emails, letters or other written evidence of complaints made to government agencies or to your employer, any termination notice or other disciplinary actions, and copies of your final checks. Hold on to these documents until I request them from you.

Please use the enclosed instructions to prepare a brief timeline. This timeline is necessary for the investigation of your complaint. Please return your timeline to me by February 19, 2023.

Your employer will be asked to respond to your complaint. You will be given a chance to review your employer's information and to discuss it with me.

Please note I will not be able to continue the investigation without your participation and cooperation. That means you will need to be available for interviews, provide me with any information I request, if it is available to you, and update this Office with any

RCI 4.1 CASE ACCEPTED (REV. 8/20)

## EXHIBIT g

State Case No. RCI-CM-837085  
January 20, 2023  
Page 2 of 2

changes to your contact information. Failure to cooperate or notify us with changes to contact information may result in the closure of your case. The enclosed Summary of Procedures provides additional information regarding the investigative process. You can also find this summary at <https://www.dir.ca.gov/dlse/RetaliationComplaintProcedure.htm>.

During the investigation, you are required to mitigate your damages by looking for other employment or working elsewhere. As you apply for employment opportunities, keep detailed records of the positions you apply for, any interviews that you attend, and any employment offers that are made to you. If you do accept an offer, please let me know. Keeping these records will assist the agency with calculating and proving what you may be owed.

If you filed a retaliation complaint because you made a workplace health or safety complaint, you may also file a separate complaint with the U.S. Department of Labor within 30 days of the date of the violation.

Keep in mind that legal claims cannot be brought indefinitely; legal claims have a "statute of limitations," which is a time limit. Filing a complaint with our agency may not prevent the statute of limitations from running out on all the claims you may have, so if you are interested in pursuing this claim or other related claims in a lawsuit, consult with an attorney right away.

Sincerely,

*Joseph Gallardo*

Joseph Gallardo  
Industrial Relations Representative  
Retaliation Complaint Investigation Unit

Encl.

# **EXHIBIT h**

# EXHIBIT h

## FOR SETTLEMENT PURPOSES ONLY

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**SETTLEMENT PROPOSAL PACKET**  
**PRIVATE & CONFIDENTIAL**  
**UNAUTHORIZED SHARING IS STRICTLY PROHIBITED**

The contents of this agreement, including all information, discussions, and documents exchanged, are deemed confidential and private, intended solely for settlement purposes. Any unauthorized disclosure, dissemination, or sharing of this information, in whole or in part, without explicit written consent, is strictly prohibited by law. Violations will be subject to legal action and penalties to the fullest extent permitted by applicable statutes and regulations.

**CONFIDENTIAL**  
**SCHNACKS, LLC - Board of Managers**  
**VCORP (Registered Agent)**  
**108 W. 13<sup>th</sup> Street, Suite 100**  
**Wilmington-New Castle, DE, 19801**

**Amiba Consulting, LLC (Board of Managers)**  
14651 Biscayne Blvd. #368  
North Miami Beach, FL 33181

**Amiba Consulting, LLC (Board of Managers)**  
4712 Admiralty Way, Unit 969  
Marina Del Rey, CA 90292

**Morad Mostashari (Board of Managers)**  
1666 N. Beverly Glen Blvd.  
Los Angeles, CA, 90077

**Karine Schnapp (Board of Managers)**  
14 Fenmore Road,  
Scarsdale, NY, 10583

**Mitchell Schnapp (Board of Managers)**  
14 Fenmore Road,  
Scarsdale, NY, 10583

**Noah Schnapp**  
**(Board of Managers & Majority Owner)**  
14 Fenmore Road,  
Scarsdale, NY, 10583



# EXHIBIT h

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**Sonia Faizy, Esq.**  
673 Brannan Street #506,  
San Francisco, CA 94107  
(858) 943 – 1405

June 17, 2023

SCHNACKS/ "TBH", LLC  
LLC MEMBERS/BOARD OF MANAGERS  
**ATTENTION: MITCHELL SCHNAPP**  
14 Fenmore Road,  
Scarsdale, NY, 10583

Dear Mr. Mitchell Schnapp,

This letter and the documents enclosed (the "*Settlement Proposal Packet*") herein have been prepared by myself, Sonia Faizy, for the sole purpose of proposing a settlement arrangement that would resolve my unpaid wages and release all claims against Schnacks/TBH, LLC, (hereinafter, "*Schnacks*") a Delaware Statutory Public Benefit Limited Liability Company, and its remaining Members (*aside from Bd Minuzzi*) **Amiba Consulting, LLC** (formerly incorporated in California on February 20, 2020, and subsequently dissolved and converted to a Florida Limited Liability Company on June 8, 2021) **Karine Schnapp, Mitchell Schnapp, Noah Schnapp, AND Morad Mostashari** (*see Exhibit A – LLC Agreement*) for widespread labor and employment violations I was subjected to while working for Schnacks.

Collectively, the documents listed below present a comprehensive settlement proposal aimed at resolving all current and future claims related to my employment with Schnacks under the direction of **Bd Minuzzi** (hereinafter, "*Minuzzi*"), Schnacks' founding member, manager of the board, and Chief Operating Officer ("CEO").

- |                                  |                                               |
|----------------------------------|-----------------------------------------------|
| 1. Statement of Facts            | 4. Proposed Settlement Payment Schedule       |
| 2. List of Unpaid Legal Services | 5. Mutual Release & Confidentiality Agreement |
| 3. List of Active Cases          | 6. Exhibits & Other Supporting Evidence       |

It is my sincere intention to settle this matter amicably. I believe that this Settlement Proposal Packet, supported by irrefutable evidence, strikes a fair balance to the issues at hand. It offers an opportunity for Schnacks to rectify the injustices that have transpired and move forward in a manner consistent with ethical standards and legal obligations.

Should you require any additional information or clarification, do not hesitate to contact me. I remain open to further discussion and hope for a swift resolution.

Sincerely,

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### STATEMENT OF FACTS

This statement of facts (the "**Statement**") sets forth the relevant information and events leading to the proposed settlement in relation to my professional relationship with SCHNACKS/"TBH", LLC (hereinafter referred to as "**Schnacks**"), a Delaware Statutory Public Benefit Limited Liability Company.

#### Pre-Employment

In early 2020, I had just passed the California Bar Examination when I accepted an employment offer from Bã Minuzzi (hereinafter referred to as "**Minuzzi**"), the Member, Manager, and CEO of Schnacks, as my direct supervisor. This decision was made after a thorough consideration of the opportunity presented, which included fair compensation and an equitable stake in the company. I embarked on this role, fully dedicated to contributing to Schnacks' success and believing in the promise of a positive work environment. However, the promises made to me remain unfulfilled, despite my significant contributions to the formation and launch of the company.

#### Nature of Labor & Employment Violations

During my time at Schnacks, I experienced what I firmly believe to be discriminatory treatment based on my gender, race, and national origin. Specifically, the following instances of violations:

##### 1. Failure to Prevent Discrimination (Gender Discrimination) (Cal. Gov. Code § 12940(k)) (Cal. Lab. Code § 1197.5)

- Minuzzi subjected women to sexist and discriminatory treatment, paying them less than men in similar positions.

##### 2. Wage and Hour Discrimination (Race Discrimination) (Cal. Lab. Code §1102.5) (Cal. Lab. Code §12940(h)) (Cal. Lab. Code § 1197.5)

-Minuzzi refused to provide basic employee benefits or health insurance, disproportionately affecting minority employees.  
-Promotions were offered to less qualified individuals based on their race.

##### 3. Retaliation/Termination/Failure to Hire/Promote (Gender Discrimination): (Cal. Civ. Lab. Code § 1102.5)

-Promotions were offered to less qualified men over women.

##### 4. Hostile Work Environment: (Cal. Gov. Code § 12940)

-Minuzzi failed to provide adequate wages and healthcare during a global pandemic, contributing to a hostile work environment.  
-Escalating hostility & workplace inequalities.  
-Discriminatory treatment based on gender, including micromanagement and unreasonable work conditions.

#### A. Systemic Mistreatment:

In addition to discriminatory treatment, I endured a hostile work environment characterized by overwork, harassment, and a disregard for employee rights and well-being. Moreover, a routine audit revealed that Minuzzi deliberately misclassified employees, including myself, as independent contractors, violating employment laws and denying us our rightful entitlements. These violations were indicative of a larger pattern of neglect of labor regulations within the company.

#### B. Discriminatory Treatment – Compensation

My role was not just as a legal advisor, but a crucial player in the company's business formation strategy and OKR planning (see. **Exhibit B**). My work has had a direct impact on the company's current success and financial well-being. While my official title was, "Head of Compliance," the nature of my role exceeded the responsibilities of other team members who were nevertheless compensated at higher rates than I was, a discrepancy further highlighted by the Service Agreement (see. **Exhibit C-Service Agreement**) executed to Jessica Karr, a white woman, on November 23, 2020, which granted her 10,000 units of Schnacks (100% of which vested immediately on the Effective Date) and an additional cash payment of \$5,000.00, benefits I was denied. I was also present during key founders' meetings with Morad Mostashari, Mitchell Schnapp, and their outside counsel, Tye Gosner (see. **Exhibit D-Founders' Correspondence**) on several occasions.

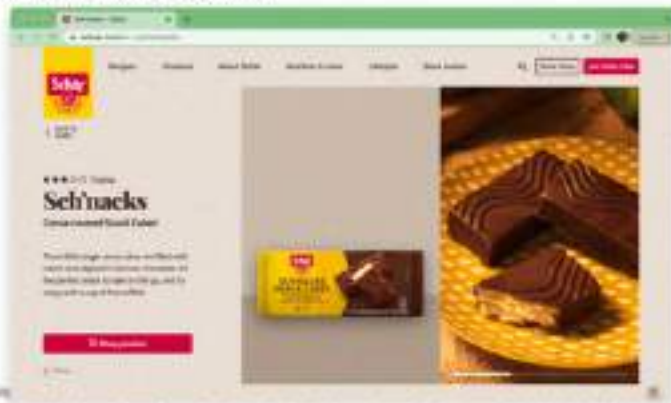
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### C. Unpaid Legal Services – Trademark Clearance & Infringement Protection

My final major contribution occurred on **October 9, 2020**, just three days before my unlawful termination when my research revealed a near-identical trademark, "Sch'nacks," (see: <https://www.schoer.com/en-us/p/schnacks>) with nearly identical services and goods. My research enabled Schnacks' successful rebranding to "TBH" and steered the company away from significant trademark infringement and costly legal issues. What amplified the significance of my intervention was the fact that SCHNACKS, was already progressing towards the packaging development stage. If I hadn't identified the potential trademark infringement, the company would have invested heavily in creating packaging with the original "SCHNACKS" mark.



Despite everything I had accomplished, upon raising concerns about my unlivable wages on **October 11, 2020**, I faced retaliation from Minuzzi, resulting in my unlawful termination less than twenty-four (24) hours after my complaint on **October 12, 2020**.

For over six months, through the worst of the pandemic, Minuzzi had been intentionally misleading me, constantly reassuring me that salary increases were on the horizon and coming as soon as the next investor check closed. Each time I asked about it, she provided another excuse, and foolishly, as a team player, I trusted her. I continued to work over 85+ hours per week, pouring my heart and soul into my work, but still found myself unable to afford basic necessities like food.



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also use our store locator!

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Finally, I reached my boiling point, and in a desperate attempt to convey the severity of my financial situation, I sent Minuzzi a screenshot of my bank account, displaying a shocking balance of -\$65.77 (screenshot below) on October 11, 2020, accompanied with the following message:

[Sunday, October 11, 2020 - 5:30 PM]

October 11, 2020

[SONIA FAIZY]:  
"Hi B3—you told me you would initiate my payment at the beginning of the month in 1 single payment so I can have some money to survive on—I told you my rent is over \$2300 so for the first two weeks of every month, I don't have any money for food or UBER's. I've been very transparent about my situation, and I don't know what else to do!"



[Minuzzi's response below is just another example of her toxic behavior.]

### Retaliation & Unlawful Termination

[MINUZZI]: "Hey Sonia, better if we talk tomorrow over the phone. My only window open is at 10:15 am, let's do our weekly meeting tomorrow over Zoom and cover this matter as well."

[SONIA FAIZY]

"I'm available now if you want to talk on the phone. I have a busy day tomorrow, and I cleared my schedule on three different days last week, so please make this a priority."

[MINUZZI]: "It's Sunday... no, I don't want to talk now. I'm your boss. I don't understand what other things you have that are more important than having a call with your boss."

*\*She terminated me the following day\**

For the record—the day of the week or time of the day was never a concern for Minuzzi when she was assigning work. But this time, I found myself facing a devastating reality. The person I had trusted and once looked up to, showed a malicious and callous disregard for my well-being. If I was honest about my circumstances, I thought she would finally follow through on her word. But I was wrong. She seemed to relish in the thought of ruining the career I had just spent over a decade studying and preparing for, and on a Zoom call that lasted no more than 10 minutes, she terminated my employment without a second thought.

That moment encapsulated the culmination of months of manipulation. I felt betrayed and taken advantage of, wondering how I had allowed myself to be deceived for so long. The swiftness of her decision and the lack of empathy displayed during that call was haunting. It was a stark demonstration of Minuzzi's true character and a painful realization that I had been nothing more than a disposable pawn in her game. The countless hours I had poured into the company, the sacrifices I had made, and the trust I had placed in her were all cast aside without hesitation.

The impact of that moment cannot be overstated. It left me feeling broken and betrayed, grappling with the aftermath of losing my job in the midst of a global pandemic right after I had just made a public announcement about my first post-bar job with Minuzzi, making it essentially impossible to reach out to my network for new opportunities without also making myself look terrible in the process.

### Previous Attempts to Settle

—Now, it's important to note that this situation could have been resolved in its infancy, had Minuzzi or any of her partners shown the smallest modicum of decency, professionalism, or common sense. I made several futile attempts to engage in amicable discussions with Minuzzi from November 2020 to February 2021. However, each attempt to reason with Minuzzi and seek a resolution was met with increased volatility and even more unthinkable behavior than

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the last. The path toward a resolution was open, yet it was consistently disregarded, escalating the situation to its current state by Minuzzi's false and defamatory statements about my professional abilities, her intentional interference with my contractual relationships, and the **deliberate issuance of three bad checks**—each of which was returned for insufficient funds, compounding the damages I suffered.



### D. Toxic Work Environment

Minuzzi has created a deeply harmful and toxic work environment for all her employees. The detrimental effects of her actions permeate every aspect of the workplace, leaving lasting scars on those who have had the misfortune of working under her. Minuzzi utilizes emotional manipulation as a means to control and demean her employees. She exploits vulnerabilities, such as financial struggles or personal circumstances, to further her own agenda and exert power over those under her authority. She exhibits a toxic tendency to micromanage and holds unrealistic expectations yet lacks the basic competencies necessary to effectively lead and support the teams she manages.

Her clear biases in her treatment of employees, perpetuate a culture of discrimination and favoritism. Women, minorities, and individuals from diverse backgrounds are subjected to discriminatory treatment, facing barriers to their career advancement and unequal opportunities. Conversely, she shows favoritism towards individuals she deems more aligned with her own personal agenda, granting them preferential treatment and rewards. Any form of dissent or criticism towards Minuzzi's actions is met with swift retaliation and punitive actions. Employees who dare speak up or challenge her are targeted with hostility and subjected to various forms of retribution, including unjustified disciplinary actions, demotions, and even termination. This has created a climate of fear and silence, where employees feel powerless to voice their concerns or seek accountability.

Moving forward, it is essential to prioritize creating a safe and supportive work environment that fosters respect, empathy, and inclusivity. Recognizing these patterns, I urge you to choose a different route - one of mutual respect and solution-oriented discussion.

### E. Noteworthy Exclusion – Schnacks, LLC

In analyzing the landscape of the ongoing legal actions, it's **noteworthy** that Schnacks and the remaining Members of the Board have been intentionally excluded from the currently active cases lodged against Minuzzi and her associated entities—a **courtesy I've consciously extended.**

- These cases include:
1. WC-CM-856587 – Wage & Hour Claim
  2. RCI-CM-837085 – Retaliation Claim
  3. DFEH 202107-14255723 – FAIZY v. MadeMan, Inc.

# EXHIBIT h

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4. DFEH 202107-14176615 – Faizy v. UMANA, Inc. et. al.

5. LWDA Case No. LWDA-CM-937195-23 – PAGA Claim

As of now, Schnacks finds itself outside the storm's eye—but it's crucial to recognize that this situation can change. This offer to settle is a lifeline, a chance to distance yourselves from the tempest of litigation that is building. Most critically, by accepting this settlement, you will safeguard Schnacks from the extensive legal liabilities to which Minuzzi has unwittingly exposed you to.

### F. Additional Victims

Minuzzi's flagrant indifference to well-established laws has opened the door to significant legal actions, not just from myself, but from a growing roster of former employees who have been abused and discriminated against in a similar fashion. Her pattern of exploiting an individual's skills and talents, disregarding their rights and contributions, and then discarding them when they no longer serve her purpose, only to subsequently launch attacks on their reputations, is reprehensible and legally perilous.

Her continued pattern of abuse has not slowed down since my departure either. In fact, on **February 13, 2023**, Jessica Karr, my former colleague, and the former Principal at UMANA, Inc. and part of Schnacks' product development team, called me to inform me that two additional former—Minuzzi hires had apparently contacted her to share their grievances from their time working for Minuzzi and about their recent termination. I have listed their names for your reference below:

Additional Minuzzi Victims:
Jessica Karr – Former UMANA Fund Principal
Sophie Durey – Co-Founded UMANA /Former Chief Impact Officer
Isabella Marques – Former UMANA Investment Analyst

In regards to the active cases against Minuzzi et al., on **April 10, 2023**, I received communication from Joseph Gallardo, Industrial Relations Representative of the Retaliation Complaint Investigation Unit of the Labor Commissioner's Office that notified me that Minuzzi was interested in settling the case.



**JOSEPH GALLARDO, Labor Commissioner's Office:** "I have spoken with the Respondent's attorney, and they would be interested in potentially settling the claims. Please let me know if you would be interested in settlement discussions. We can also schedule a call and review the process and the potential penalties that could be imposed under applicable labor codes."

In light of the email received from Joseph Gallardo from the Labor Commissioner's Office, Minuzzi might finally be starting to comprehend the gravity of this situation she has created. She spent the last two years evading every

# EXHIBIT h

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scheduled hearing and conference date, causing unduly delays in hopes that I would eventually give up, which *I will never do*. In fact, I will be litigating each claim as I am no longer interested in settling with Minuzzi, a point I emphasized greatly when I made her the same offer. I'm currently extending you. Even though her egregious conduct did not warrant or deserve any sign of decency, I still extended the offer.

The reason I do that, even when the opposing party may not necessarily deserve the leniency, is so that when I come full force in the legal proceedings—*my arena*, I will have zero remorse, and a clear conscience when the severity of her punishment is determined.

By choosing to settle and swiftly distancing yourself from Minuzzi, you can free yourself from the sinking ship that threatens to pull you down. This pivotal moment calls for bold and decisive action, and by accepting this settlement, I am confident Schnacks will be better off rebuilding trust, attracting top talent, and re-establishing itself away from the toxic work culture Minuzzi has created.

### Settlement Terms:

Considering the circumstances, I put forth the following settlement proposal:

**1. Compensation for Past Services:** Compensation for my unpaid services rendered. This includes reviewing and editing corporate formation documents, participating in high-level meetings with founders, designing and executing company launch OKRs, preparing professional service agreements, and providing diligent trademark clearance. The market value of these services is estimated at \$ 150,000.00 USD and a 10% interest for each unpaid year (see "List of Unpaid Legal Services & Contribution" for additional details).

**2. Equity Forfeiture:** As a sign of good faith, I will relinquish the 100,000 member units Minuzzi promised me and forfeit all equity I am owed for the following reasons:

- By relinquishing my stake, I am offering Schnacks a clean slate to move forward without any potential legal disputes over equity, thereby providing stability and certainty for the company and its existing partners.
- This action also eliminates the need for any future involvement or cooperation between us, ensuring that the company's decision-making process remains uninfluenced by any potential conflicts of interest.
- Finally, this demonstrates my intent to distance myself from any future association with Schnacks, indicating my desire to resolve the matter conclusively.

**3. Mutual Release of All Current & Future Claims.** Mutual release of claims for each defendant is set at \$10,000 per defendant.

**4. Apology and Assurance:** An apology for past actions that have caused significant distress. Additionally, I seek assurance from Schnacks that such behavior will not be repeated toward any future employees or independent contractors.

This proposal not only seeks to rectify the injustices I experienced but your willingness to settle this matter will be a positive step towards meaningful remedies needed to undo Minuzzi's harm.

All discussions and negotiations related to this settlement proposal shall be treated as confidential and without prejudice to any party's rights or positions. By approaching this matter in good faith, we have the opportunity to rectify the past injustices and create a more equitable and inclusive workplace for all employees.

Please note that this settlement proposal aims to resolve the matter without protracted legal proceedings. However, should SCHNACKS fail to accept these terms or engage in meaningful settlement discussions, I am prepared to pursue all available legal remedies to protect my rights and seek appropriate redress.



EXHIBIT h  
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**LIST OF UNPAID LEGAL SERVICES**

The following is a list of the legal services that I have provided to SCHNACKS/TBH, LLC ("*Schnacks*") for which I have not been compensated for.

**The list is as follows:**

1. **C-Corp Formation Documents:** Review and redline initial corporate formation documents, including articles of incorporation, bylaws, and initial shareholder agreements.
2. **PBC Formation Documents:** Review and redline public benefit corporation formation documents, including articles of incorporation, bylaws, and shareholder agreements with specific provisions for public benefit purposes.
3. **LLC v. C-Corp Meeting:** Consultation with Schnacks members to discuss the benefits and implications of forming an LLC versus a corporation or public benefit corporation, including potential tax implications.
4. **Public Benefit Purpose Goals:** Review and redline public benefit limited liability company formation documents, including LLC Agreement and Personal Service Agreements. Conceptualize, Schnacks Public Benefit Purpose strategy and measurements for tracking progress.
5. **Personal Service Agreements:** Drafting of personal service agreements for Schnacks outlining the governance structure, profit distribution, and management responsibilities of the members.
  - Personal Service Agreement – UMANA Venture Studio, LLC
  - Personal Service Agreement – Barbarella Ventures, LLC
  - Personal Service Agreement – Amiba Consulting, LLC
6. **Chief Executive Officer Employment Agreement**
  - Personal Service Agreement – Adrian Rief
7. **Trademark Project:** Legal Research & Risk Assessment
  - Trademark Clearance
  - Trademark Questionnaire
  - Trademark Infringement – Risk Assessment
8. **Employee Matters:** Providing legal advice and guidance on employment law matters, recruitment, hiring practices, and contract management.
9. **Head of Legal:** Ongoing general legal counsel, including attending meetings, providing legal opinions, and addressing various legal issues as they arose.

Please be aware that this list is not exhaustive, but it provides an overview of the significant legal services rendered to SCHNACKS, LLC for which I have not received compensation.

Subtotal of Unpaid Wages
=
<b>Appx. \$150,000.00</b>

# **EXHIBIT i**

EXHIBIT i

*Investment Advisory Public Disclosure*  
*“No match has been found for the information provided”*

The screenshot shows a web browser window with the URL `adviserinfo.sec.gov/search/genericsearch/grid`. The page title is "Investment Adviser Public Disclosure" and it is identified as an official website of the United States Government. The search interface includes tabs for "INDIVIDUAL" and "FIRM", with "INDIVIDUAL" selected. The search input field contains "ADRIAN GRENIER". Below the search bar, a message states: "No match has been found for the information you provided." This is followed by a list of reasons why information might not be present on the site, such as not being currently registered or having stopped practicing more than ten years ago. A list of troubleshooting steps is provided, including confirming the search type, checking spelling, and contacting technical assistance. At the bottom, there are links for "Broker", "Investment Adviser", and "Disclosures".

ADRIAN GRENIER

Refine Results

**No match has been found for the information you provided.**

This website does not contain information on investment advisers or brokers that:

- Are not currently registered, have not been registered or have not submitted any Form ADVs within the last ten years (for example, they may have stopped practicing more than ten years ago);
- Filed an application for registration with the SEC or a state that has not yet been approved; or
- Registered via paper filings with the states instead of filing electronically through this system.

**If you cannot find the individual or firm that you are searching for, try the following:**

1. Confirm that you have selected "Individual" or "firm" in the search box, as appropriate.
2. Make sure that you have spelled the name of the individual or firm correctly. If you are uncertain as to the complete spelling, try spelling just the first part of the name. If you know their IARD/CRD number or SEC "801-" or "802-" number, enter it.
3. Call (240) 386-4848 or send an email to [IARD@finra.org](mailto:IARD@finra.org) for technical assistance in performing your search.
4. Contact your state regulator ([nasaa.org](http://nasaa.org)) or the SEC at (202) 551-7250 to check if the individual or firm that you are searching for has a pending application for registration or registered via paper filings instead of filing electronically through this system.
5. You can also [Schedule a Call with the FINRA Support Center](#).

**B** Broker

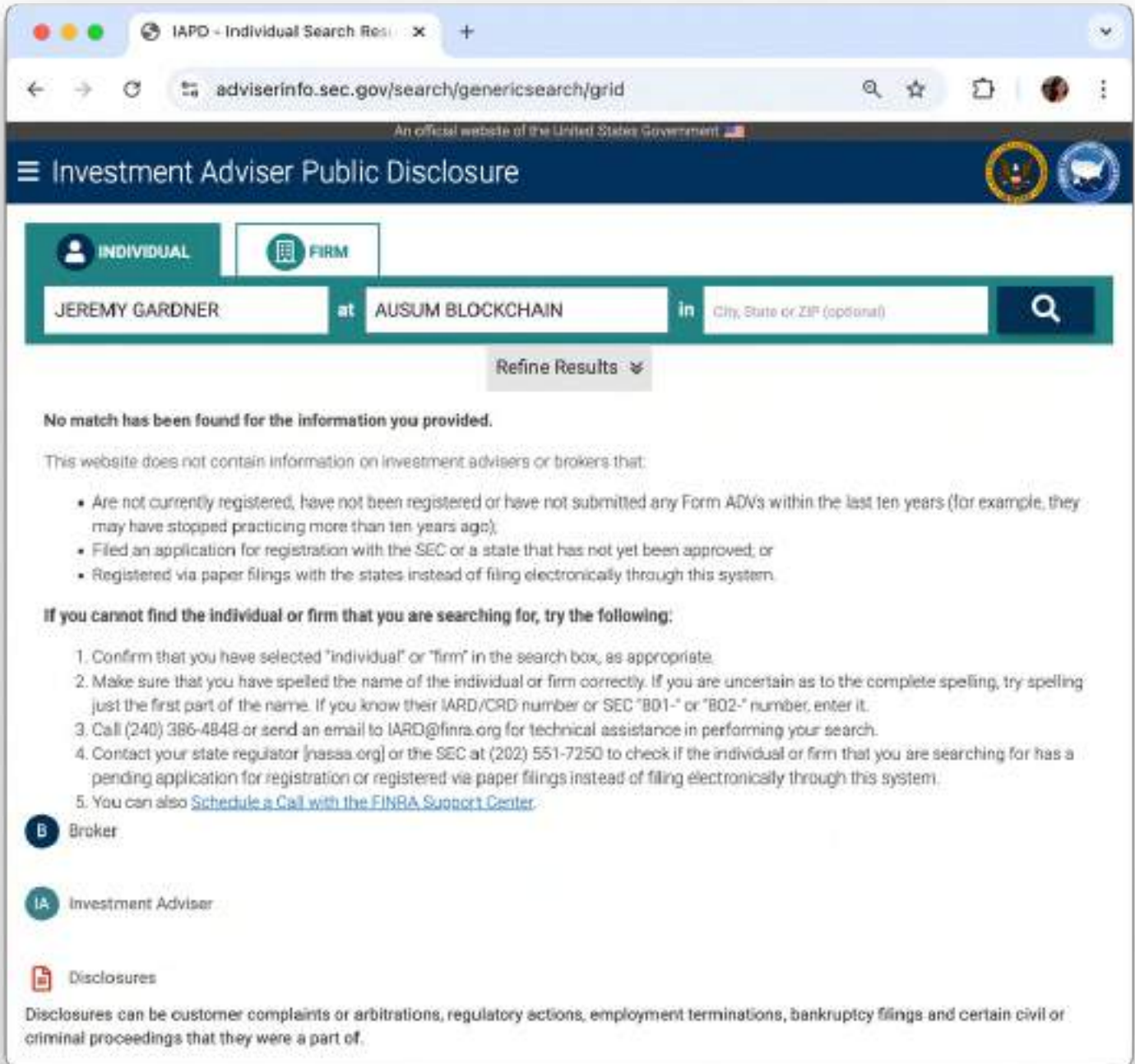
**IA** Investment Adviser

**D** Disclosures

Disclosures can be customer complaints or arbitrations, regulatory actions, employment terminations, bankruptcy filings and certain civil or criminal proceedings that they were a part of.

## EXHIBIT i

### *Investment Advisory Public Disclosure* *“No match has been found for the information provided”*



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Below the list, there are three filter buttons: "B Broker", "IA Investment Adviser", and "Disclosures". A note at the bottom states: "Disclosures can be customer complaints or arbitrations, regulatory actions, employment terminations, bankruptcy filings and certain civil or criminal proceedings that they were a part of."

# EXHIBIT i

## *Investment Advisory Public Disclosure* *“No match has been found for the information provided”*

The screenshot shows a web browser window with the title "IAPD - Firm Search Results" and the URL "adviserinfo.sec.gov/search/genericsearch/firmgrid". The page header includes the text "An official website of the United States Government" and the "Investment Adviser Public Disclosure" logo. Below the header, there are two tabs: "INDIVIDUAL" and "FIRM", with "FIRM" selected. A search bar contains the text "AUSUM BLOCKCHAIN" and a location field with the placeholder "City, State or ZIP (optional)". A magnifying glass icon is on the right of the search bar. Below the search bar is a "Refine Results" button. The main content area displays the message: "No match has been found for the information you provided." Below this message, it states: "This website does not contain information on investment advisers or brokers that:" followed by a bulleted list: "• Are not currently registered, have not been registered or have not submitted any Form ADVs within the last ten years (for example, they may have stopped practicing more than ten years ago);", "• Filed an application for registration with the SEC or a state that has not yet been approved; or", "• Registered via paper filings with the states instead of filing electronically through this system." Below the list, it says: "If you cannot find the individual or firm that you are searching for, try the following:" followed by a numbered list: "1. Confirm that you have selected 'Individual' or 'Firm' in the search box, as appropriate.", "2. Make sure that you have spelled the name of the individual or firm correctly. If you are uncertain as to the complete spelling, try spelling just the first part of the name. If you know their IARD/CRD number or SEC '801-' or '802-' number, enter it.", "3. Call (240) 386-4848 or send an email to IARD@finra.org for technical assistance in performing your search.", "4. Contact your state regulator (nasaa.org) or the SEC at (202) 551-7250 to check if the individual or firm that you are searching for has a pending application for registration or registered via paper filings instead of filing electronically through this system.", "5. You can also [Schedule a Call with the FINRA Support Center](#)." Below the numbered list, there are three sections: "B Broker", "IA Investment Adviser", and "Disclosures". The "Disclosures" section includes the text: "Disclosures can be customer complaints or arbitrations, regulatory actions, employment terminations, bankruptcy filings and certain civil or criminal proceedings that they were a part of."

# EXHIBIT i

## *Investment Advisory Public Disclosure* *“No match has been found for the information provided”*

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**No match has been found for the information you provided.**

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3. Call (240) 396-4848 or send an email to [IARD@finra.org](mailto:IARD@finra.org) for technical assistance in performing your search.
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**B** Broker

**IA** Investment Adviser

**D** Disclosures

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# EXHIBIT i

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IAPD - Firm Search Results

adviserinfo.sec.gov/search/genericsearch/firmgrid

An official website of the United States Government

### Investment Adviser Public Disclosure

INDIVIDUAL FIRM

BARBARELLA VENTURES in City, State or ZIP (optional)

Refine Results

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**B** Broker

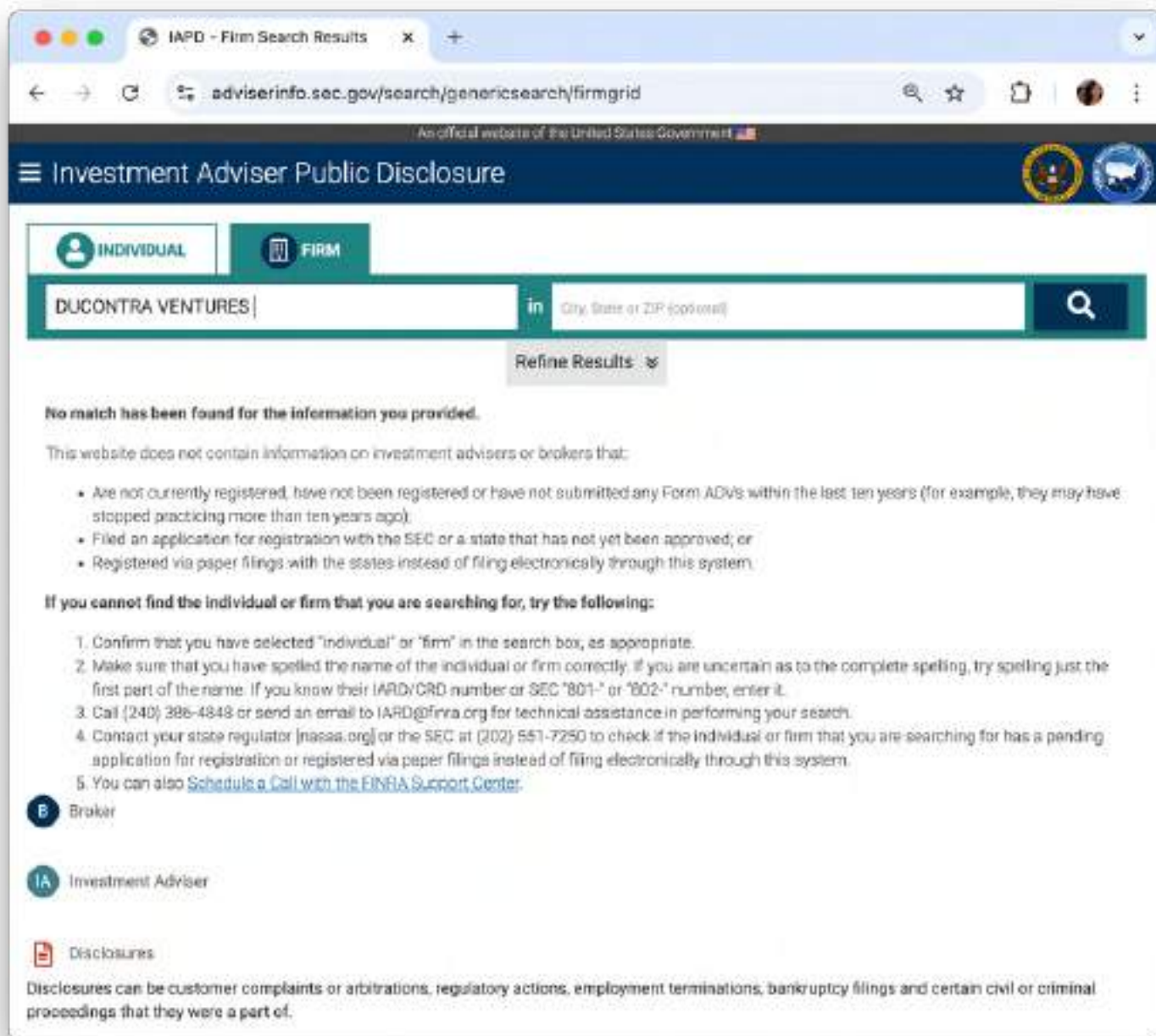
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## EXHIBIT i

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**INDIVIDUAL** **FIRM**

DUCONTRA VENTURES | in City, State or ZIP (optional) 🔍

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EXHIBIT i

*Investment Advisory Public Disclosure*  
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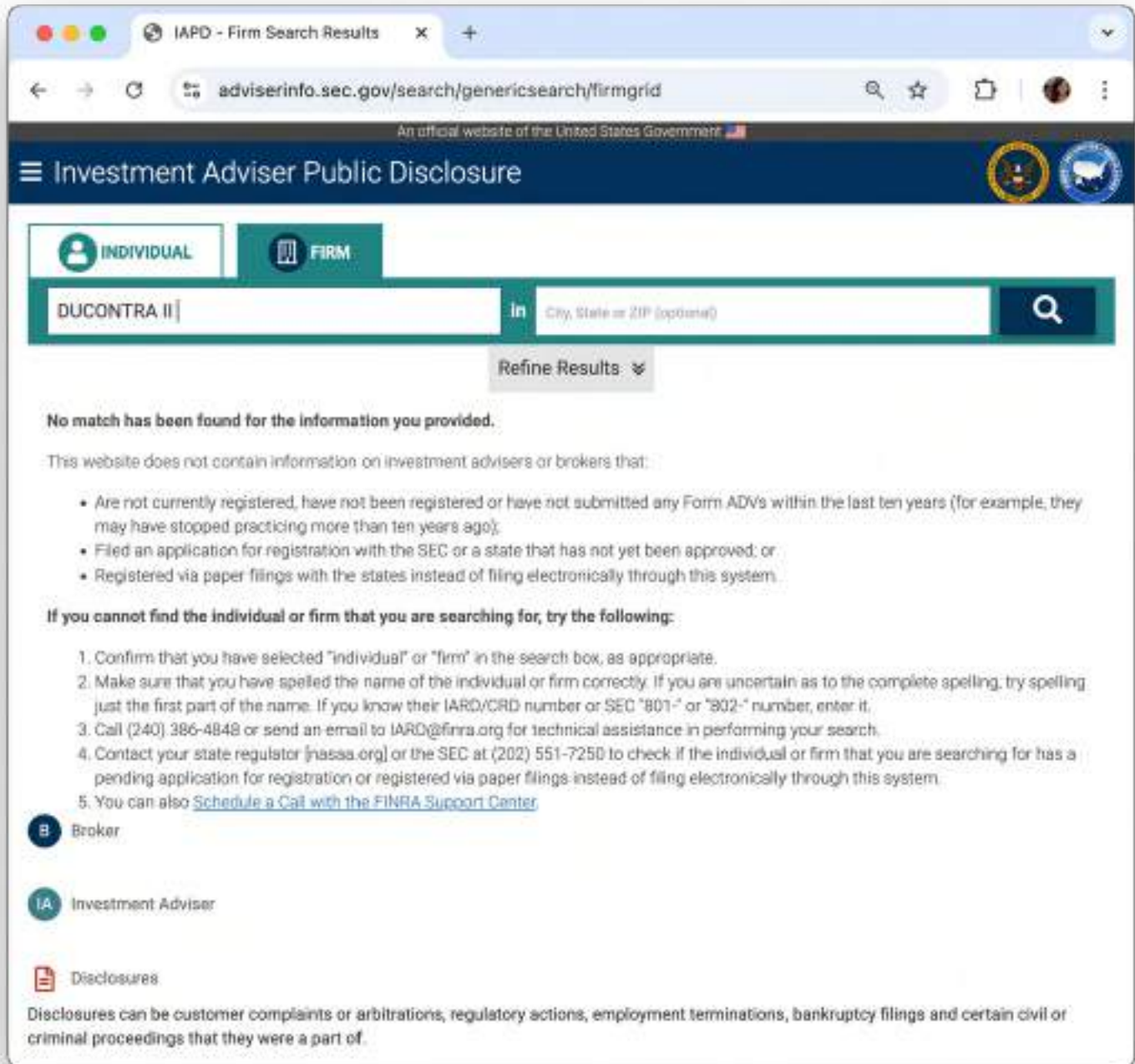


EXHIBIT i

*Investment Advisory Public Disclosure*  
*“No match has been found for the information provided”*

IAPD - Firm Search Results x 226526.pdf x +

adviserinfo.sec.gov/search/genericsearch/firmgrid

An official website of the United States Government

### Investment Adviser Public Disclosure

INDIVIDUAL FIRM

UMANA in SAN FRANCISCO, CA

Refine Results

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# EXHIBIT j

EXHIBIT j

Delaware Annual Report & Tax Filing

**MadeMan, Inc.**

FILE # [REDACTED]

PART I – Annual Report

QUESTION	RESPONSE
Federal Employer ID:	[need]
End of Date of Fiscal Year:	12/31/2019
Dates of Inactivity (if applicable)	Not Applicable
<b>Principal Place of Business</b> [Address] and [Phone Number]	[Need: Address] [Need: Phone Number]
<b>Officer Information</b> [Name] [Address] [Title]	Jeremy Gardner [Address] CEO
<b>Director's Information</b> [for ALL Directors] [Total # of Directors] [Names] [Addresses]	<b>MadeMan, Inc. Board of Directors</b> Total # of Directors = [#] Jeremy Gardner [Address] [Board Member Name] [Address]
<b>Filing Authorization</b> [Named individual Authorizing/Filing Report – Your Information]	Aymard Dudok de Wit [Address] Chief Financial Officer

## EXHIBIT j

### Part II – Calculating & Paying Taxes

*The Domestic Corporate Franchise Tax can be calculated in two different ways:*

- (1) Authorized Share Method (Standard/Default Method)*
- (2) Assumed Par Value Method [Alternative/Startup Friendly Method]*

#### **Assumed Par Value Capital Method (Alternative Method)**

<b>QUESTION</b>	<b>RESPONSE</b>
<b>Information NEEDED re: Assumed Par Value Capital Method</b>	This Calculation method is based upon:  <div style="text-align: center;"> <b>Total Issued Shares</b>  <b>Total Gross Assets of Corporation</b>  <b>Total Authorized Shares</b>  <b>Total Gross Assets</b> </div>
[MadeMan – Total Issued Shares]	<b>[Need]</b>
[MadeMan – Total Gross Assets]	<b>[Need]</b>  “Total Gross Assets” = The “total assets” reported on the US Form 1120, Schedule L (Federal Return)  in other words – everything MadeMan owns: <ul style="list-style-type: none"> <li>• Bank Balances</li> <li>• Accounts Receivables</li> <li>• Security Deposits</li> <li>• Prepaid Expenses</li> <li>• Fixed Assets</li> </ul>
[MadeMan – Total Authorized Shares]	<div style="text-align: center;"><b>[Need Confirmation:]</b></div> The Certificate of Incorporation dated: <b>03/22/2019</b> states that the Total Authorized Shares = 2,000 With a Par value of \$0.01  <i>However, DE website is indicating that an Additional 10,000,000 Shares was Authorized on 5/20/2019 – this needs to be confirmed for accuracy before we can file. Do you know if</i>

EXHIBIT j

	<i>MadeMan made an Amendment to Authorize Additional Shares?)</i>
[MadeMan – Par Value]	<b>\$0.01</b>
[Stock Class – if multiple classes]	<b>[need to confirm this]</b>

Hypothetical Scenario Tax Calculations  
(Similar #s as MadeMan, Inc.)

AUTHORIZED SHARES METHOD				
Number of Shares	Tax			
1 - 5,000	\$	175.00		
5,001 - 10,000	\$	250.00		
Each additional 10,000 shares or portion thereof	\$	\$5.00		
Maximum Tax	\$	200,000.00		
ENTER TOTAL NUMBER OF AUTHORIZED SHARES: <input type="text"/>				
TAX: <input type="text"/>				
ASSUMED PAR VALUE CAPITAL METHOD				
\$400 PER \$1,000,000 OR PORTION THEREOF OF ASSUMED PAR VALUE CAPITAL				
<i>If the total gross assets, issued shares or par value equal zero, please contact Franchise Tax at 303-739-3073, option 3.</i>				
ENTER TOTAL GROSS ASSETS:		<input type="text" value="100,000.00"/>		
ENTER TOTAL ISSUED SHARES:		<input type="text" value="1,000.00"/>		
YOUR ASSUMED PAR VALUE:		<input type="text" value="0.01"/>	<input type="text" value="100.000000"/>	
ENTER EACH CLASS OF AUTHORIZED SHARES AND THEIR PAR VALUE:				
	NUMBER OF AUTHORIZED SHARES	PAR VALUE	ASSUMED PAR VALUE CAPITAL	
			ON PAR VALUE STOCK	ON NO PAR VALUE STOCK
CLASS 1	<input type="text" value="2,000"/>	<input type="text" value="0.01"/>	<input type="text" value="200,000.00"/>	<input type="text" value="N/A"/>
CLASS 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
CLASS 3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
CLASS 4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
CLASS 5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
CLASS 6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
CLASS 7	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL ASSUMED PAR VALUE CAPITAL:			<input type="text" value="200,000.00"/>	
TAX BY PAR VALUE:			<input type="text" value="400.00"/>	
IF TAX ON ASSUMED PAR METHOD IS GREATER THEN \$200,000.00, THEN ONLY \$200,000 IS DUE.			TOTAL TAX:	<input type="text" value="400.00"/>

Total Issued Shares = 1,000

Par Value = 0.01

Total Authorized Shares = 2,000

Hypothetical Gross Asset = \$100,000.00

[Assuming MadeMan, Inc. has a total of \$100,000 in Gross Assets, the Total Amount Due = **\$400.00**]

# EXHIBIT j

## *MadeMan, Inc. Employment Agreement*

**MADEMAN**

### Employment Agreement

This Employment Agreement (the "Agreement") is made and entered into as of [DATE], by and between [EMPLOYEE NAME] (the "Employee") and MadeMan, Inc., a Delaware Public Benefit Corporation (the "Company") (collectively, the "Parties").

WHEREAS, the Company desires to employ the Employee on the terms and conditions set forth herein; and

WHEREAS, the Employee desires to be employed by the Company on such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the parties agree as follows:

- Term.** Subject to Section 5 of this Agreement, the Employee's term of employment hereunder shall be from the period beginning on [DATE SERVICES ARE TO BEGIN] (the "Effective Date") [DATE], and shall continue until one of the Parties terminate the Agreement. The Company and the Employee acknowledge that the Employee's employment is and shall continue to be at-will, as defined under applicable law. The Parties further acknowledge that this employment relationship may be terminated at any time, upon written notice to the other party, with or without good cause or for any or no cause, at the option either of the Company or the Employee.
- Position and Duties.**
  - Position.** During the Employment Term, the Employee shall serve as the [POSITION] of the Company, reporting to [POSITION OR ENTITY]. In such position, the Executive shall have such duties, authority, and responsibilities as are consistent with the Employee's position.
  - Duties.** During the Employment Term, the Employee shall devote substantially all of [biweekly] business time and attention to the performance of the Employee's duties hereunder and will not engage in any other business, profession, or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the Board.
- Place of Performance.** The principal place of Employee's employment shall be [split between] the Company's principal executive office currently located at 525 Arkell Drive, Beverly Hills, CA 90010, [and remote work].
- Compensation.**
  - Base Salary.** The Company shall pay the Employee an [annual] rate of base salary of \$[NUMBER] in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws, but no less frequently than monthly. The Employee's [annual] base salary, as in effect from time to time, is hereinafter referred to as "Base Salary."
  - [Annual Bonus]**
    - [For each [calendar/fiscal] year of the Employment Term, the Employee shall be eligible to receive an annual bonus (the "Annual Bonus"). However, the decision to provide any

Page 1 of 9 3804 words

EXHIBIT j

*MadeMan, Inc. Offer Letter*





## EXHIBIT j

### *MadeMan, Inc. Employee Confidentiality & Proprietary Rights Agreement*

The screenshot shows a Microsoft Word document with the following content:

**MADEMAN**

**Employee Confidentiality and Proprietary Rights Agreement (CA)**

This Employee Confidentiality and Proprietary Rights Agreement ("Agreement") is entered into by and between **MadeMan, Inc.**, a Delaware Public Benefit Corporation, (the "Employer") [on behalf of itself, its subsidiaries and other corporate affiliates (collectively referred to herein as the "Employer Group"),] and **[EMPLOYEE NAME]** (the "Employee") (the Employer and the Employee are collectively referred to herein as the "Parties") as of [DATE] (the "Effective Date").

In consideration of the Employee's employment by the Employer [and [ANY ADDITIONAL CONSIDERATION]], which the Employee acknowledges to be good and valuable consideration for [his/her] obligations hereunder, the Employer and the Employee hereby agree as follows:

**1. Confidentiality and Security.**

**(a) Confidential Information.** The Employee understands and acknowledges that during the course of employment by the Employer, [he/she] will have access to and learn about confidential, secret and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to the Employer [Group] and its businesses [and existing and prospective customers, suppliers, investors and other associated third parties] ("Confidential Information"). The Employee further understands and acknowledges that this Confidential Information and the Employer's ability to reserve it for the exclusive knowledge and use of the Employer [Group] is of great competitive importance and commercial value to the Employer, and that improper use or disclosure of the Confidential Information by the Employee might cause the Employer to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and criminal penalties.

The Employee understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

The Employee understands and agrees that Confidential Information developed by [him/her] in the course of [his/her] employment by the Employer shall be subject to the terms and conditions of this Agreement as if the Employer furnished the same Confidential Information to the Employee in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to the Employee, provided that such disclosure is through no direct or indirect fault of the Employee or person(s) acting on the Employee's behalf.

**(b) Disclosure and Use Restrictions.** The Employee agrees and covenants:

Page 1 of 8 3 of 4308 words Focus

EXHIBIT j

*MadeMan, Inc. Independent Contractor Service Agreement*

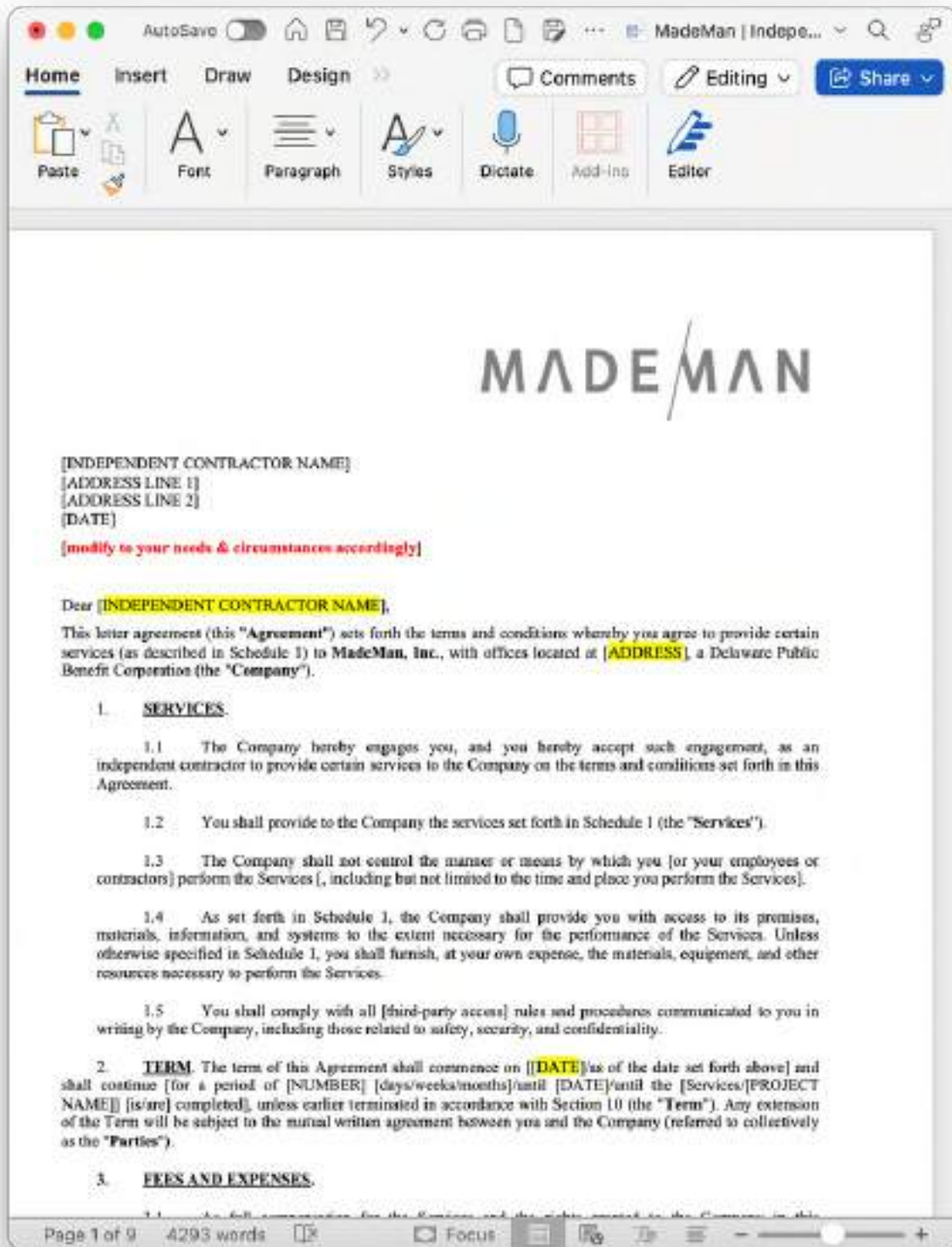


EXHIBIT j

*MadeMan, Inc. Social Media Marketing Campaign*

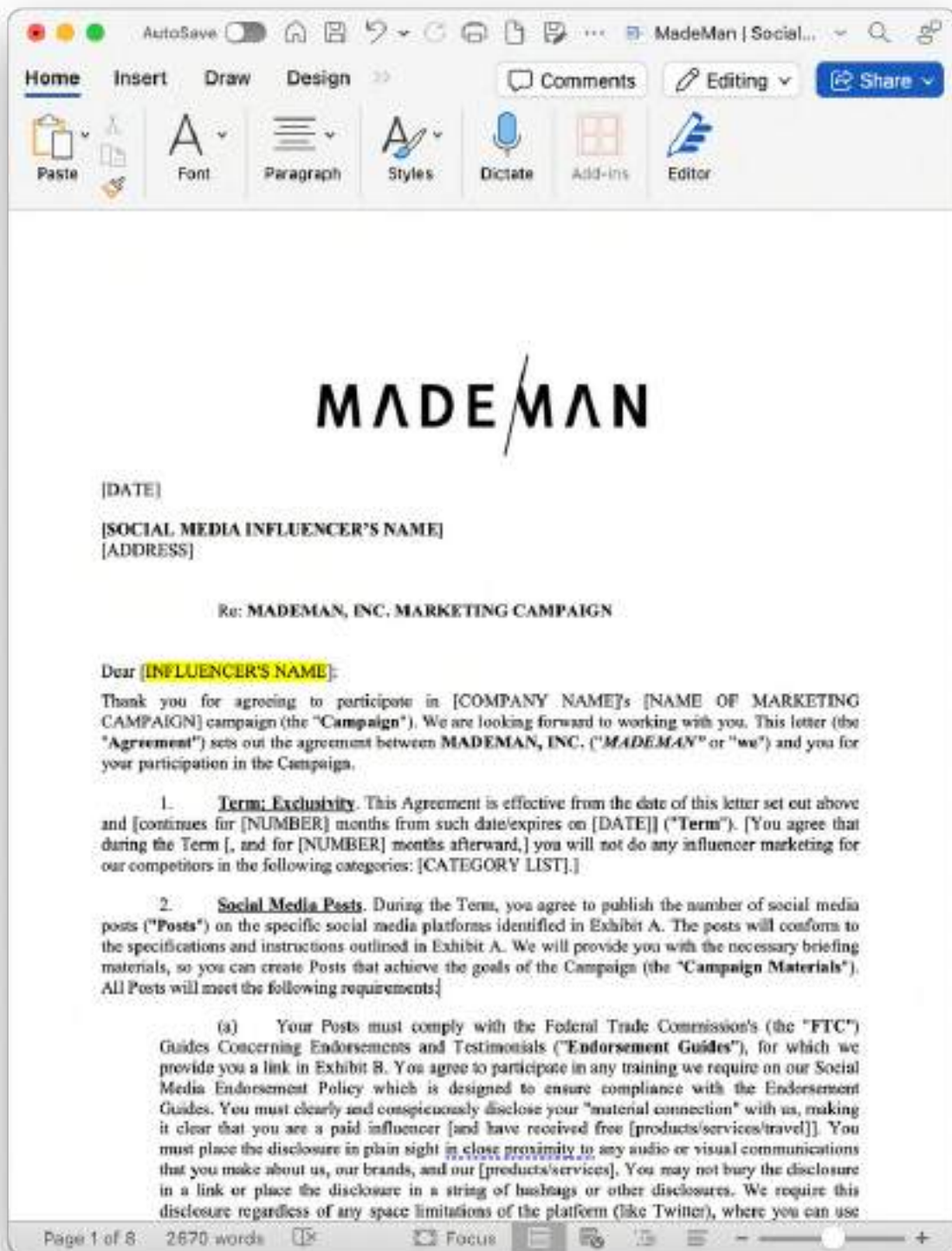


EXHIBIT j

*MadeMan, Inc. Advisory Agreement*

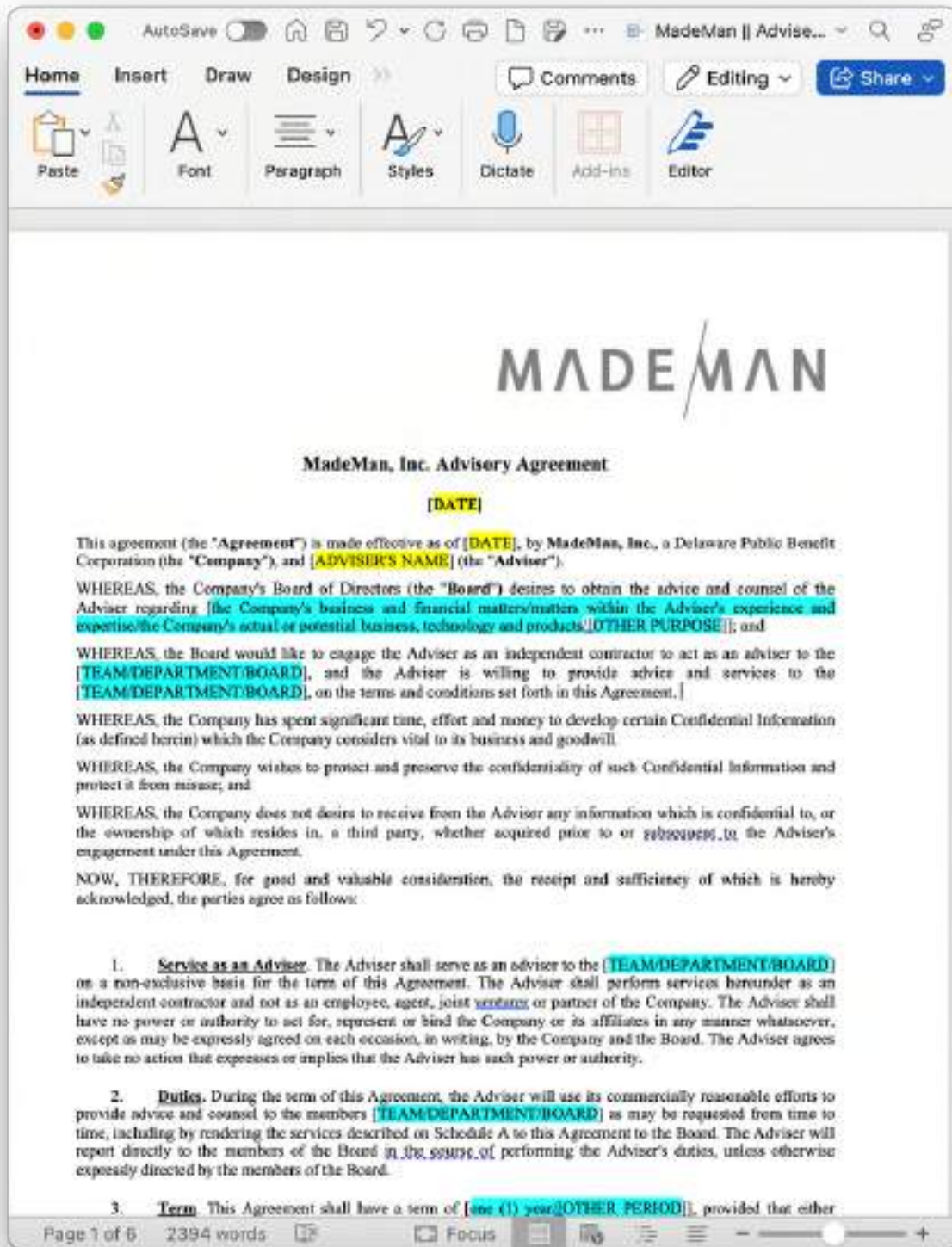


EXHIBIT j

*MadeMan, Inc. First Amended Restated Certificate of Incorporation*

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:51 PM 05/20/2019  
FILED 03:51 PM 05/20/2019  
SR 20194180221 - File Number [REDACTED]

**FIRST AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
of  
MADEMAN INC.  
a Delaware Public Benefit Corporation**

(Pursuant to Sections 242 and 245 of the  
General Corporation Law of the State of Delaware)

Mademan Inc., a public benefit corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "GCL"),

**DOES HEREBY CERTIFY:**

1. That the name of this corporation is Mademan Inc. and that this corporation was originally incorporated pursuant to the filing of a Certificate of Incorporation with the Delaware Secretary of State pursuant to the GCL on March 22, 2019 (the "Existing Certificate").

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Existing Certificate, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

**RESOLVED**, that the Existing Certificate be amended and restated in its entirety to read as follows:

**ARTICLE I**

The name of the Corporation is Mademan Inc. (the "Corporation").

**ARTICLE II**

The address of its initial registered office in the State of Delaware is 3411 Silverside Road, Tatnall Building Ste. 104, Wilmington, County of New Castle, DE 19810. The name of its initial registered agent at such address is Corporate Creations Network Inc.

**ARTICLE III**

A. The purpose of this public benefit corporation is to engage in any lawful act or activity for which a corporation may be organized under the GCL, which shall include producing a public benefit and operating in a responsible and sustainable manner.

B. The specific public benefit to be promoted by this corporation shall include raising awareness for men's mental health, specifically by helping homeless and veterans to get re-established and reintegrated into society.

**ARTICLE IV**

## EXHIBIT j

### *MadeMan, Inc. First Amended Restated Certificate of Incorporation*

The total number of shares of all classes of stock which the Corporation shall have authority to issue is Ten Million (10,000,000) shares of Common Stock, \$0.01 par value per share.

#### ARTICLE V

Subject to any additional vote required by the Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

#### ARTICLE VI

Subject to any additional vote required by the Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

#### ARTICLE VII

Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

#### ARTICLE VIII

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

#### ARTICLE IX

To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any disinterested failure to satisfy Section 365 of the GCL shall not, for the purposes of Section 102(b)(7) or 145 of the GCL, constitute an act or omissions not in good faith, or a breach of the duty of loyalty.

Any repeal or modification of the foregoing provisions of this Article IX by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

The following indemnification provisions shall apply to the persons enumerated below.

01421890720525 4826-5777-4102v1

## EXHIBIT j

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## EXHIBIT j

### *MadeMan, Inc. First Amended Restated Certificate of Incorporation*

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section (c) of this Article IX, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article IX or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article IX is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.



## EXHIBIT j

### *MadeMan, Inc. First Amended Restated Certificate of Incorporation*

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article IX shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (1) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article IX; and (2) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article IX.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article IX shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

## ARTICLE X

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of

EXHIBIT j

*MadeMan, Inc. First Amended Restated Certificate of Incorporation*


Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article X shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article X (including, without limitation, each portion of any sentence of this Article X containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

\* \* \*

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this Corporation in accordance with Section 228 of the GCL.

4. That this First Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this Corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the GCL.

**IN WITNESS WHEREOF**, this First Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this Corporation on this 16 day of May, 2019.

By:   
Name: Jeremy Gardner  
Title: CEO

## EXHIBIT j

### *MadeMan, Inc. Employment Agreement Request*

**From:** Aymard Dudok de Wit [aymard@getmademan.com](mailto:aymard@getmademan.com)  
**Subject:** MadeMan employment contract  
**Date:** August 10, 2020 at 2:40 PM  
**To:** Sonia [sonia@umana.family](mailto:sonia@umana.family)  
**Cc:** Jeremy Gardner [jeremy@getmademan.com](mailto:jeremy@getmademan.com)

---

Hi Sonia,

Thanks for offering to help with our legal agreements/contracts!

Could you provide us with templates for employment contracts and equity compensation?

And if you leave blank, name, date, compensation and role I should be able to adapt it to each team member. Unless there's subtleties that I don't know of?

Best,  
Aymard

**Aymard Dudok de Wit** | CFO  
*Skincare Made for Man(kind) at [MadeMan](#)*

## EXHIBIT j

### *MadeMan, Inc. Executive Summary of Deliverables*

# MADEMAN *document overview*

EXECUTIVE SUMMARY

| FRIDAY | OCTOBER 8, 2020 |

## OVERVIEW OF MATTERS

### JULY 2020 || MATTERS

#### TAX FILING || DELAWARE 2019

- MM || Annual Franchise Tax Report (DE) 2019
- MM || Annual Franchise Tax Fee (DE) 2019

#### TRADEMARK || PRELIMINARY REVIEW & ASSESSMENT OF TRADEMARK PORTFOLIO

- MM || Trademark (word mark)
- MM || Cease & Desist Letter - Trademark Infringement
- MM || Additional Trademark Registration Filings (Logos + Class)

### AUG 2020 - OCT 2020 || CONTRACTS

- 1.MM || Employee Agreement (MAIN)
- 2.MM || Employment Agreement Term Sheet
- 3.MM || Employee Offer Letter
- 4.MM || Independent Contractor Agreement (PRO)
- 5.MM || Employee Confidentiality & PR (CA)
- 6.MM || Social Media Influencer Agreement
- 7.MM || Unpaid Internship Agreement
- 8.MM || Code Section B3(b)
- 9.MM || Adviser Agreement
- 10.MM || Separation & Release (Employee)

|| JULY 2020 - OCT 2020 ||

## *next steps*

BRAND PROTECTION <sup>and</sup> ENFORCEMENT  
MADEMAN || PORTFOLIO MANAGEMENT

### TRADEMARK // IP

- Periodic Audits; Adequate Records; Enforcement Policies & Procedures
- Inventory of Existing Marks // Social Media Accounts // Domain Names
- Assess ownership and chain of title to MadeMan Trademark
- Docketing System
- Specimen of Use // Filing // Intake
- "FIRST USE IN COMMERCE" Tracker
- Performing tasks necessary to maintain your trademark rights
- NOTE KEY DEADLINES // renewal periods

EXHIBIT j

MadeMan, Inc. Executive Summary & Attachments

MadeMan II JULY - OCT - executive summary



Sonia Faizy <sonia@getmademan.com>  
to Jeremy, Aymard

9:15 PM

Hey guys!

I have attached an executive summary of the various legal matters addressed up to this point with a list of all the attached agreements to get a

The overview is titled, 'FINAL' — start there.

Let me know if you have any questions!

Best,  
Sonia

11 Attachments


EXHIBIT j

*MadeMan, Inc. Advisory Agreement Drafting*

----- Forwarded message -----

From: **Aymard Dudok de Wit (Google Docs)** <comments-aresch@docs.google.com>  
Date: Tue, Aug 25, 2020 at 11:32 PM  
Subject: MadeMan II Adviser Agreement .docx  
To: <sonia@humana.family>

Aymard Dudok de Wit added comments to the following document

 MadeMan II Adviser Agreement .docx

New

2 comments

Resolved

1 comment

Comments

1% equity in MadeMan, Inc..



Aymard Dudok de Wit New

compensation format

[Open](#)

The compensation is subject to the following vesting schedule: Upon signature of this agreement, and not before the 1st of every month thereafter 1/24th will vest every month. If either the Advisor ceases to provide services to the Company, resigns from the Company, or is terminated from service with the Company by a majority vote of the Board according to their respective ownership interests, with or without cause or good reason, (the "Terminated Advisor") at any time prior to the Full

# EXHIBIT j

## MadeMan, Inc. Website - Team Page + Bios



### Our Team



### Jeremy Gardner

Role: Founder & CEO

Nickname: The Captain

Education: Bard College & University of Michigan dropout

Hobbies: Cooking, dancing, live music, and extreme sports

Bio: In his short but storied career, he has successfully taken on the roles of startup founder (Augur, SAAYHA), nonprofit chairman (Blockchain Education Network), public company board member (TraceSafe Inc.), magazine editor (Distributed), and venture capitalist (Ausum Ventures). There is no role, however, that he has enjoyed or focused more on than MadeMan.

Why MadeMan? Jeremy started MadeMan to solve his own problem: a need for highly effective, simplified skincare.



### Aymard Dudok de Wit

Role: Director of Finance & Operations

Nickname: Mr. Diplomat

Education: BSc in Economics from HEC Lausanne and a Masters in Social Entrepreneurship from Hult International Business School

Hobbies: Bouldering, Chess and Meditation

Bio: He is a previous startup scaling consultant and co-founded Serendipia Social Innovation Camps. He also co-founded Esoteric Capital, a hedge fund applying behavioral economics to investing. He also served as part-time CFO of UMANA, a multi-family office for impact driven celebrities. Aymard is currently an advisor to Ausum Ventures, a blockchain for social impact venture fund.

Why MadeMan? Having had few male role models during my upbringing, MadeMan's mission of reshaping what it is to be a

EXHIBIT j

MadeMan, Inc. Correspondence, CFO

Friday, July 31, 2020 @ 8:53PM

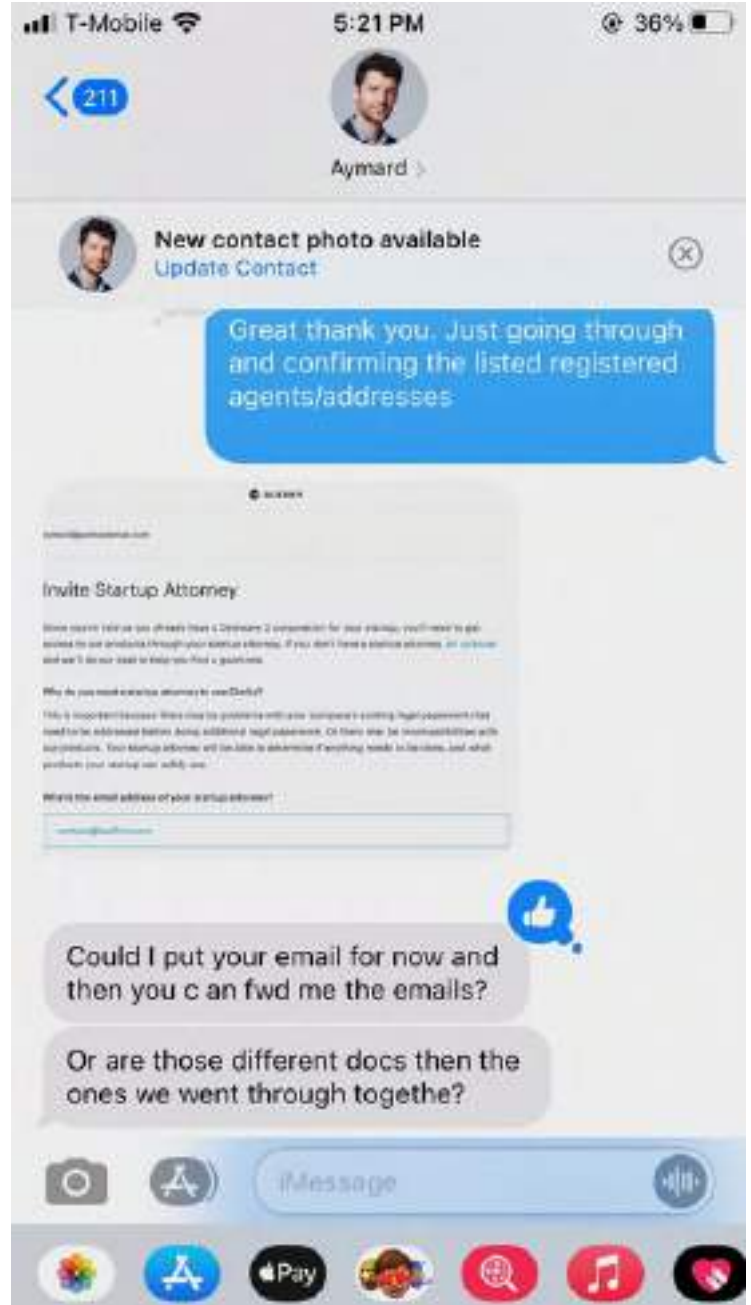
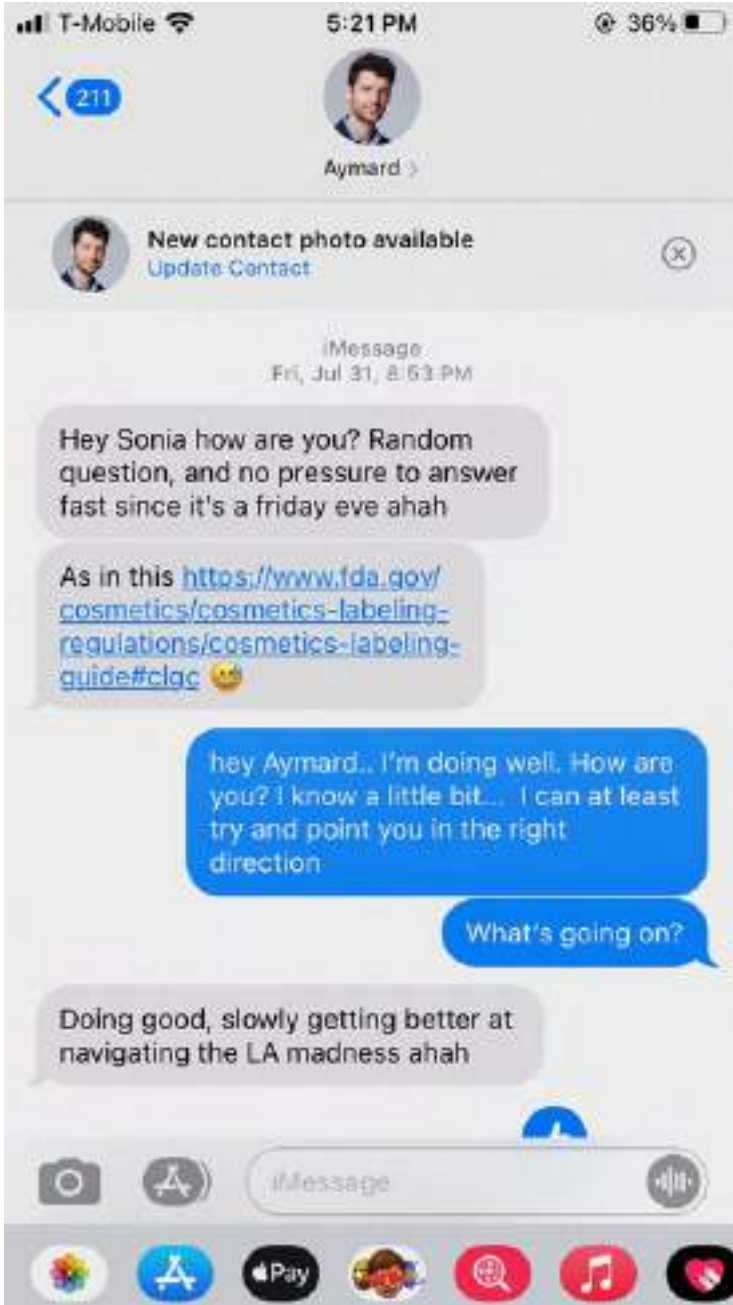




EXHIBIT j

*MadeMan, Inc. Correspondence, CEO*



EXHIBIT j

*MadeMan, Inc. Correspondence, CEO*

*Sunday, August 30, 2020*



EXHIBIT j

*MadeMan, Inc. Correspondence, CEO*



EXHIBIT j

*MadeMan, Inc. Correspondence, CEO*  
*Positive Performance Feedback: "You're amazing"*

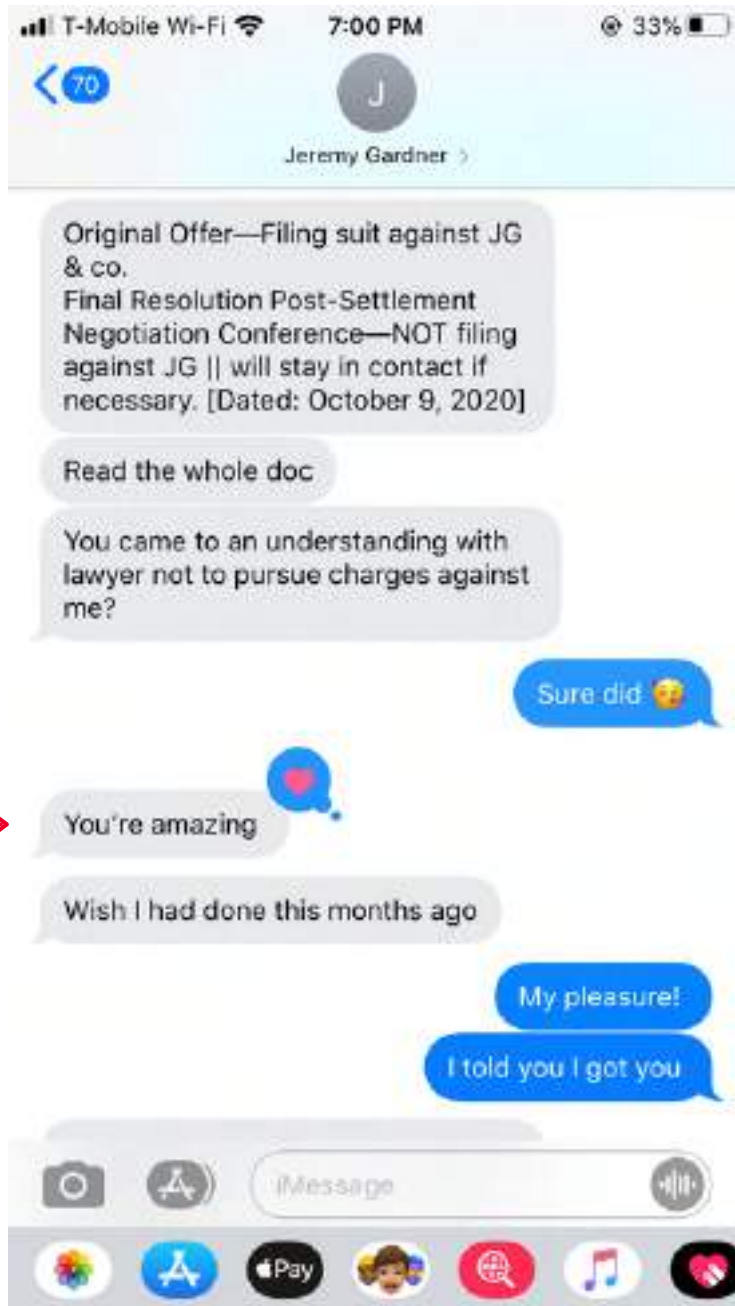


EXHIBIT j

*MadeMan, Inc. Correspondence, CFO*

*Tuesday August 25, 2020 @ 9:24PM*

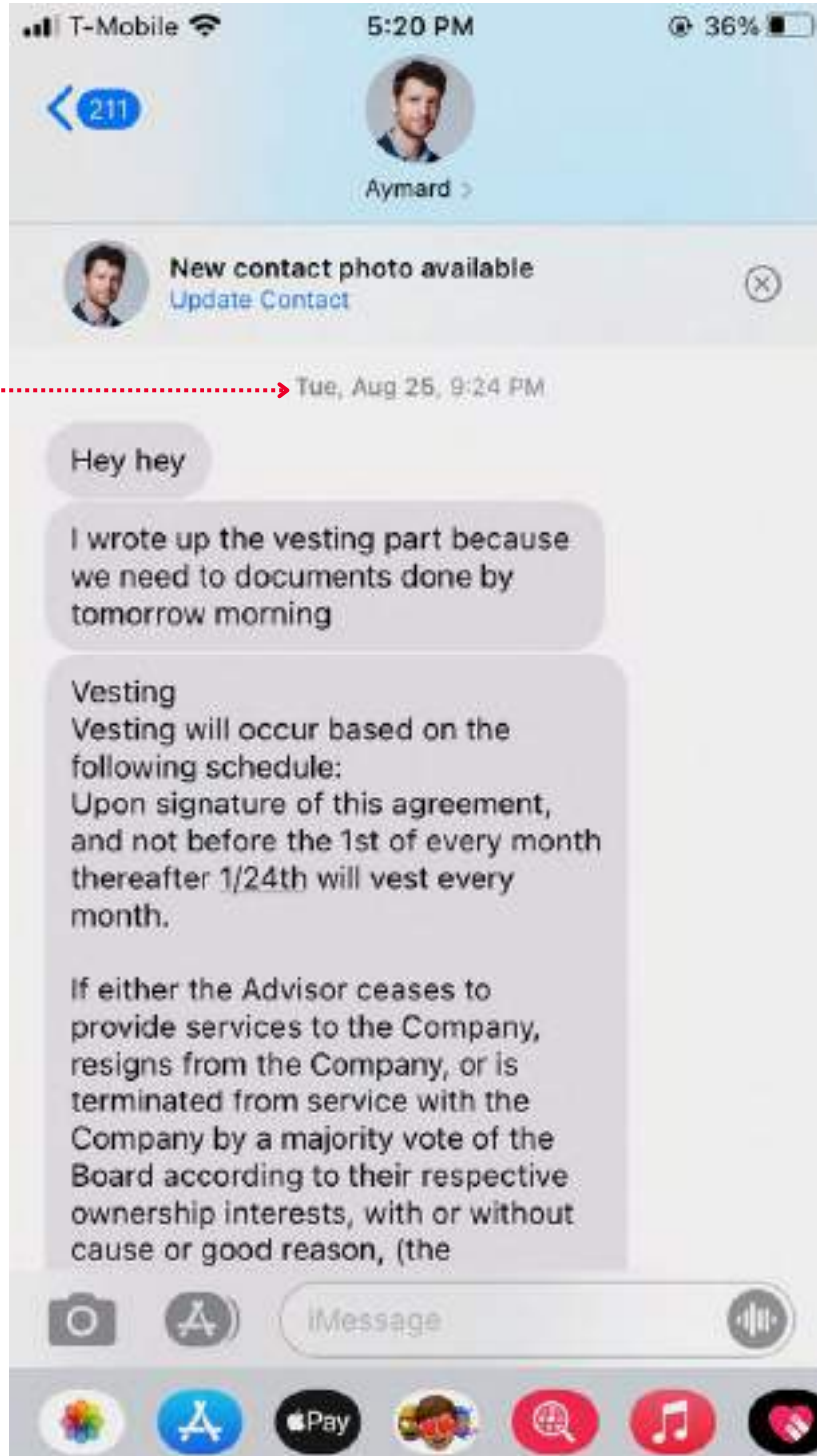


EXHIBIT j

*MadeMan, Inc. Annual Report Screenshots*

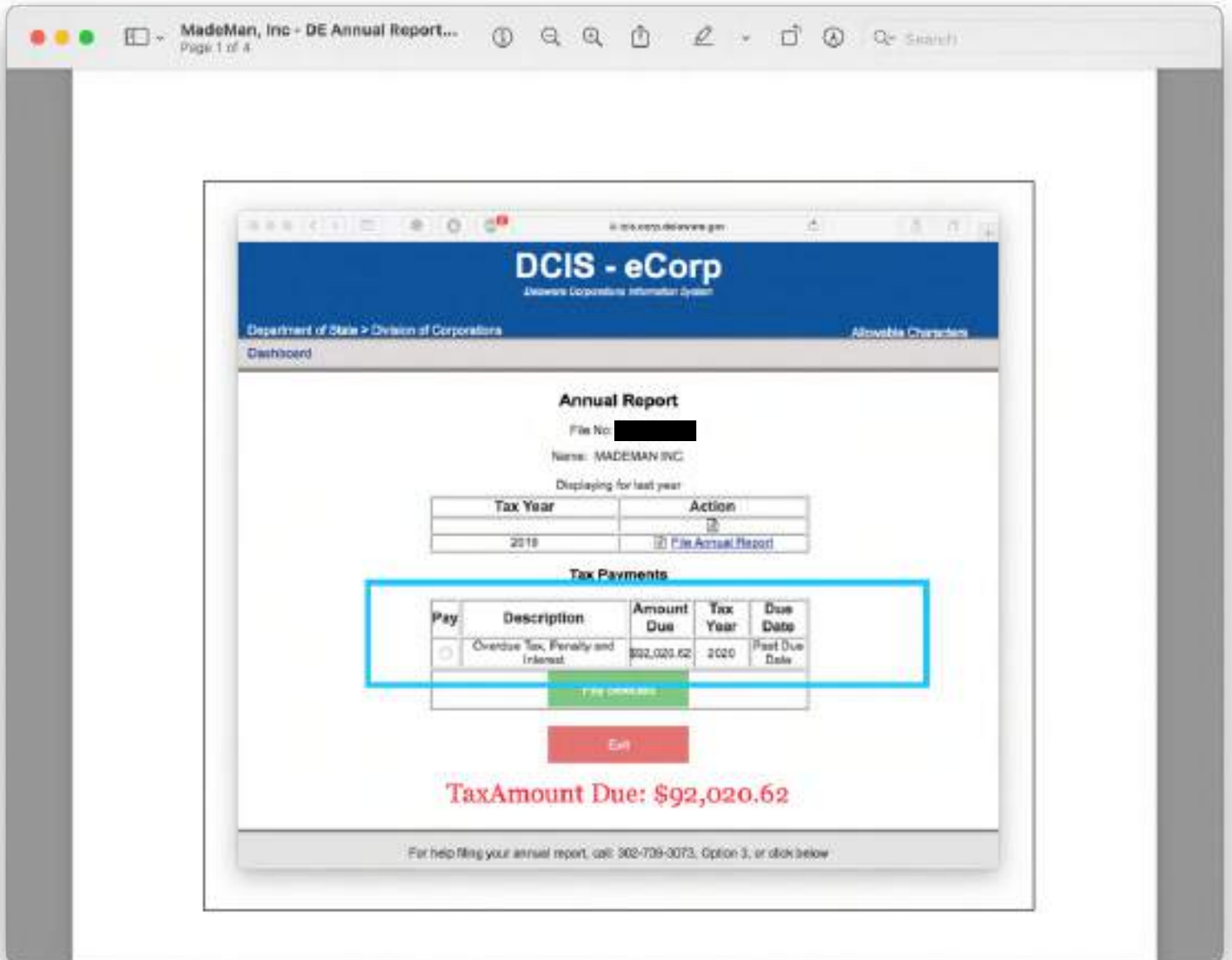


EXHIBIT j

*MadeMan, Inc. Annual Report Screenshots*

The screenshot shows a web browser window with the URL [dcis.corp.delaware.gov](http://dcis.corp.delaware.gov). The page header includes "DCIS - eCorp" and "Delaware Corporations Information System". The breadcrumb trail is "Department of State > Division of Corporations" and "Allowable Characters". The main content area is titled "Annual Report" and shows "File No: [REDACTED]" and "Name: MADEMAN INC.". It indicates "Displaying for last year" and contains a table with columns "Tax Year" and "Action". The table shows the year 2019 with a link to "File Annual Report". Below this is the "Tax Payments" section with a table containing one entry: "Overdue Tax, Penalty and Interest" for \$92,020.62 in 2020, with a "Past Due Date" status. A red dotted arrow points to the amount. Below the table are buttons for "Pay Selected" and "Exit". A footer note provides contact information for help filing the annual report.

Department of State > Division of Corporations Allowable Characters

Dashboard

### Annual Report

File No: [REDACTED]  
Name: MADEMAN INC.  
Displaying for last year

Tax Year	Action
2019	<a href="#">File Annual Report</a>

### Tax Payments

Pay	Description	Amount Due	Tax Year	Due Date
<input type="checkbox"/>	Overdue Tax, Penalty and Interest	\$92,020.62	2020	Past Due Date

[Pay Selected](#)

[Exit](#)

For help filing your annual report, call: 302-739-3073, Option 3, or click below

EXHIBIT j

MadeMan, Inc. Annual Report Screenshots

icis.corp.delaware.gov

### 2019 Annual Franchise Tax Report

Penalty and interest will be charged if completed after March 1st.

File Number: [REDACTED]	Agent Number: 0000037	Franchise Tax: \$12,750.00
Corporation Name: MADEMAN INC.	Agent Name: CORPORATE CREATIONS NETWORK INC.	Penalty: \$00.00
Federal Employer ID: [REDACTED]	Address: 3411 SILVERSIDE ROAD	1.5% Monthly Interest: \$1,972.05
Responsibility Date: 03/02/2019	City: WILMINGTON	Annual Filing Fee: \$40.00
	State: DE	Previous Credits/Amount: \$0.00
	Zip Code: 19810	Prized Quarterly Payments: \$0.00
		Amount Due: \$10,982.04

**Required Fields**

**Stock Information**

Begin Date	End Date	Stock Details			Total Issued Shares	Gross Assets	Asset Sale
		Designation/Stock Class	No. Of Shares	Par Value/Share	Issued Shares		
0/00/2019		COMMON	10,000,000	0.10000000			
0/02/2019	0/02/2019	COMMON	2,000	0.10000000			

**End Date of Fiscal Year:** [MM/DD/YYYY] (MMDDYYYY)

**Sales of Inventory:** From Date: [MM/DD/YYYY] To Date: [MM/DD/YYYY]

Rescindable Tax Cancel Rescindable

**Principal Place of Business**

Non-US Address	Street Address (Do not use P.O. Box)	City	State	Zip Code	Country	Phone/Ext.	E-Mail Address
			Default 1		UNITED STATES	- - -	

**Officer Information**

If the corporation has no officers check here:

First Name	Middle Name	Last Name	Title	Non-US Address	Street Address (Do not use P.O. Box)	City	State	Zip Code	Country
							Default 1		UNITED STATES

**Directors Information**

This is Chapter 5 § 512(a)(4) states that the Annual Report must contain "The names and addresses of all the directors as of the filing date of the report..."

Enter Total Number of Directors: 0

Enter Directors Info or Browse for PDF Upload PDF File size should not exceed 4 MB

If the corporation has no Directors check here ... and enter '0' in Total Number of Directors Field:

Terms & Conditions Authentication



EXHIBIT j

*MadeMan, Inc. Onboarding Files Shared*

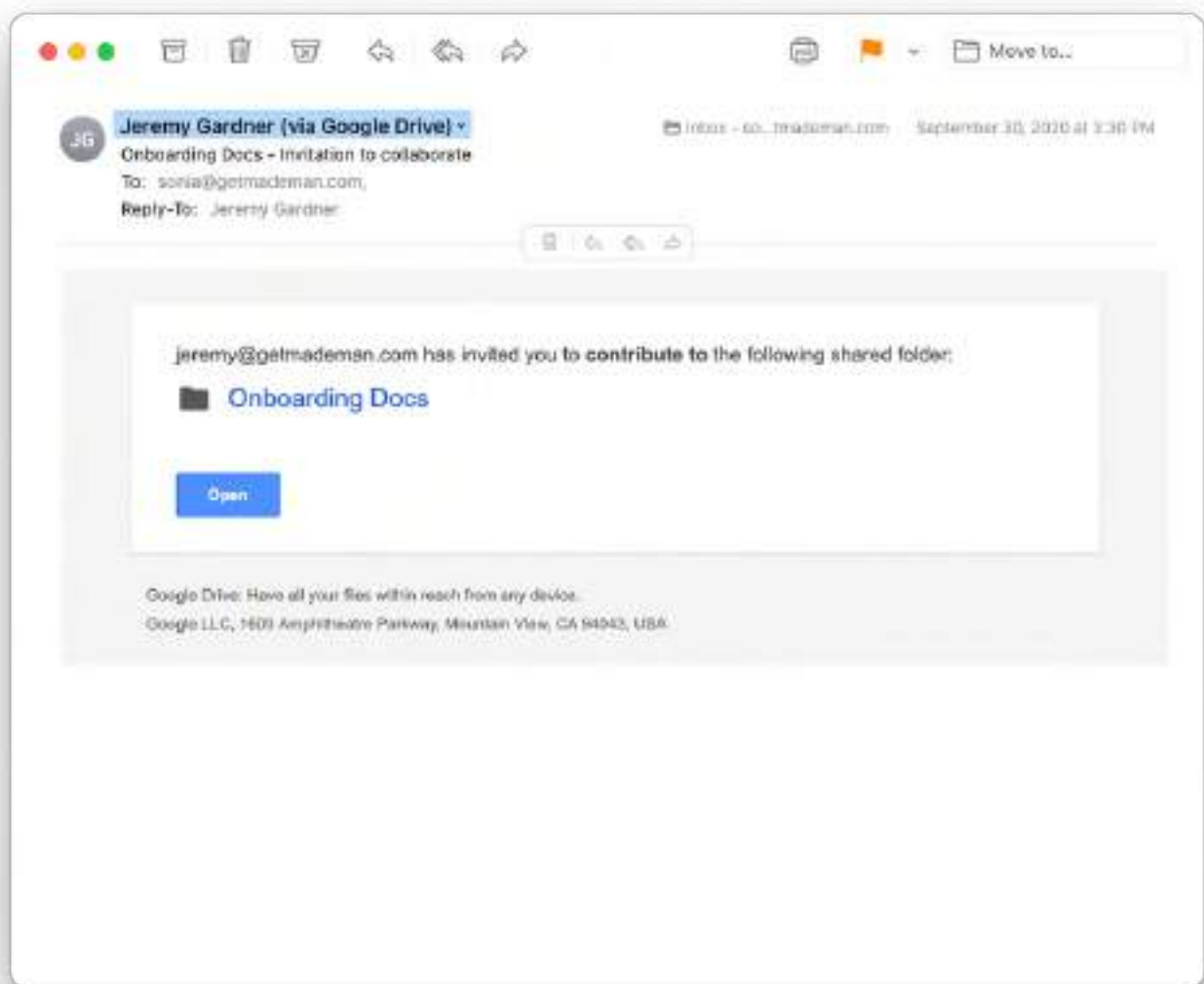


EXHIBIT j

*MadeMan, Inc. Onboarding Files Shared*

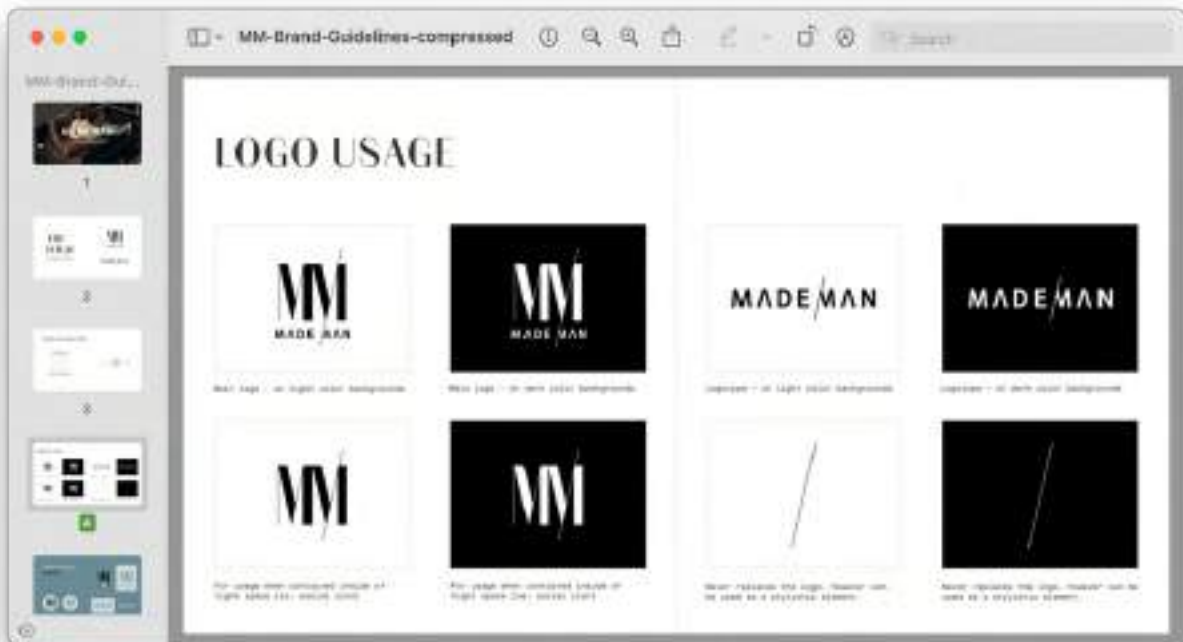


EXHIBIT j

*MadeMan, Inc. Onboarding Files Shared*

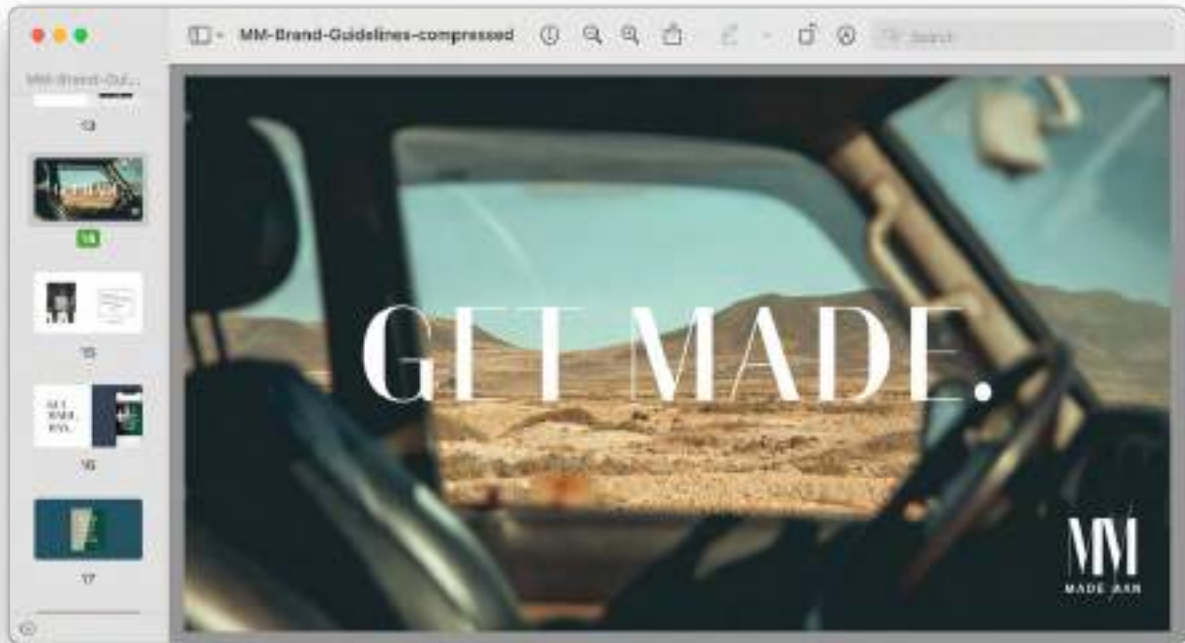


EXHIBIT j

*MadeMan, Inc. Correspondence, CEO*

*Positive Performance Feedback: "This is great. Thank you, Sonia"*

