SOLUM GLOBAL, INC.
a Florida corporation

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

6,000,000 SHARES OF COMMON STOCK (THE "SHARES")

Purchase Price: $0.50 per Share
Minimum Investment: $25,000 (50,000 Shares)
Maximum Offering: $3,000,000 (6,000,000 Shares)

This Private Placement Memorandum (this "Memorandum") describes the offering (the "Offering") by Solum Global, Inc., a Florida corporation ("we," "us," "our," or the "Company") of up to $3,000,000 for 6,000,000 shares of common stock (the "Shares") at a purchase price of $0.50 per Share (the "Purchase Price"), pursuant to the terms and conditions of this Memorandum. The minimum investment amount per investor is $25,000 for 50,000 Shares (the "Minimum Investment"), provided that purchases with lesser amounts may be allowed with our prior approval. This Offering is being made only to accredited investors whose status as such has been verified. (See "Suitability Standards.")

The Shares offered hereby are being offered and sold by our officers and directors who will receive no selling commissions or other remuneration in connection with such sales. (See "Management.") We may also engage one or more broker-dealers who are registered as such with the Securities and Exchange Commission (the "SEC") that are members of the Financial Industry Regulatory Authority ("FINRA") (collectively referred to herein as "Placement Agents") and may pay such Placement Agents sales commissions. (See "Terms of the Offering– Plan of Distribution.")

There is no minimum Offering contingency and we will have access to investor funds immediately upon acceptance of any subscription. Subscription proceeds will be deposited directly into our operating accounts and be immediately available for our use. (See "Risk Factors —*No escrow account has been established for this Offering.*") Subscriptions made by investors pursuant to subscription agreements in this Offering are irrevocable. (See "Terms of the Offering.")

The Shares offered hereby have not been registered under the Securities Act of 1933, as amended (the "Securities Act") or approved by the United States Securities and Exchange Commission ("SEC") or any securities regulatory authority or any state, nor has the SEC or any such authority passed upon the accuracy or adequacy of this Memorandum. Any representation to the contrary is unlawful. This investment involves a high degree of risk. (See "Risk Factors" on page 5.)

THE DATE OF THIS MEMORANDUM IS JUNE 20, 2024

GENERAL INFORMATION FOR INVESTORS

The Shares are speculative securities. Please read this entire Memorandum, including the attached exhibits. These documents contain information potential investors should know before purchasing any of the securities in this Offering. In making an investment decision, investors must rely on their own examination of us and the terms of our Offering, including the merits and risks involved.

The Offering of these Shares has not been registered with the SEC under the Securities Act and is made pursuant to one or more exemptions from such registration. Furthermore, this Memorandum has not been submitted to or reviewed, recommended, approved, or disapproved by any federal or state securities commission or regulatory authority. Therefore, such securities will be required to be held indefinitely, unless they are subsequently registered under the Securities Act or an exemption from such registration is available. We are not under any obligation to register the Shares under the Securities Act. These Shares are offered only to investors whom we deem to be suitable.

The information contained in this Memorandum is furnished on a confidential basis for use only by a potential investor and by their representatives and advisors. By accepting this Memorandum, each investor and their representatives and advisors agree that they will not transmit, reproduce, or make available to any other person this Memorandum or any exhibits or other documents supplied in connection therewith.

Prior to making an investment decision respecting the Shares offered hereby, a prospective investor should carefully review and consider the contents of this Memorandum. Prospective investors are urged to make arrangements with us to inspect any document referred to in this Memorandum and other data relating to this Offering. We are available to discuss with prospective investors any matter set forth in this Memorandum or any other matter relating to the securities offered hereby and to provide copies of any documents in order that prospective investors and their representatives and advisors may have available to them all information, financial and otherwise, relating to this prospective investment. No person has been authorized in connection with this Memorandum to give any information or to make any representation other than those contained in this Memorandum, except as is made available by us and our management pursuant to the above undertakings. The summaries of the exhibits to this Memorandum are qualified in all respects by a reference to the exhibits themselves.

This Memorandum does not constitute an offer or solicitation to any person to whom it is unlawful to make such an offer or solicitation. Neither the delivery of this Memorandum nor any sale hereunder shall under any circumstances create an implication that there has been no change in our affairs since the date hereof.

Prospective investors are not to construe the contents of this Memorandum or any prior or subsequent communication from us or any professional associated with this Offering as legal or tax advice. Each prospective investor should consult their own counsel and accountant as to legal, tax, and related matters concerning their investment. No representation or warranties of any kind are intended or should be inferred with respect to the economic return or the tax consequences which may accrue from an investment in our securities.

Reference should be made to information, documents, and exhibits furnished herewith or on request for complete information concerning the rights and obligations of the parties thereto. Certain exhibits are summarized in the Memorandum, but it should not be assumed that the summaries are complete.

Investors must meet certain qualifications. These Shares will be sold only to "Accredited Investors" as that term is defined in Rule 501(a) of Regulation D of the Securities Act whose status as such has been verified. We reserve the right to reject any subscription in whole or in part in our sole and respective discretion. (See "Suitability Standards.")

These securities are being offered subject to acceptance, prior sale, and withdrawal, cancellation, or modification of the offer at any time without notice. Sales of the securities are subject to the provisions of a subscription agreement ("Subscription Agreement"). You should only invest in these Shares after you have completely and thoroughly reviewed the provisions of the Subscription Agreement. You will be required to represent in the Subscription Agreement that you are acquiring the securities for investment and not with a view to resale or distribution.

Each recipient of this Memorandum is encouraged to take the opportunity to ask questions concerning the terms and conditions of this Offering. Any communications or inquiries relating to this Memorandum should be referred to:

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120 S. Olive Avenue, Suite 202
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TABLE OF CONTENTS

SUMMARY OF THE OFFERING

The following summary is qualified in its entirety by the detailed information appearing elsewhere in this Memorandum. Throughout this Memorandum, the terms "we," "us," and "our" refer to Solum Global, Inc., a Florida corporation. The term "investor" means qualified entities and individuals receiving this Memorandum. Upon acceptance of an investor's subscription, the investor shall then become a "shareholder" of us.

The Company	Solum Global, Inc., a Florida corporation was formed on June 27, 2022 ("we," "us," "our," or the "Company"). We plan to be a transparent monetary network service provider with proprietary technology whose proposed primary product offerings support the movement and storage of money, compliance, integration with enterprise software applications, and management services. Our proposed technology stack plans to integrate our payment network, settlement systems, and storage accounts into the traditional economy and existing banking systems for a seamless and instant movement of money between banking and the blockchain. We plan for the Solum digital wallet (the "Solum Wallet") and supporting technologies to provide users simultaneous connection between their bank account and digital currencies and real world assets such as gold through a variety of applications, platforms, networks, and services operated by ourselves and through third parties, which may be domestic or foreign, such as SumSub, our KYC provider; and Sibylline, our payment gateway partner.
Securities Offered	We are offering a Maximum Offering of $3,000,000 for 6,000,000 shares of common stock (the "Shares") at a purchase price of $0.50 per Share (the "Purchase Price.") (See "Description of Securities.")
Use of Proceeds	We intend to use the proceeds from this Offering for marketing and advertising; regulatory and compliance; technology development; corporate operations; and offering expenses. (See "Estimated Uses of Proceeds.")
Capitalization	We have authorized 150,000,000 shares of common stock and 50,000,000 shares of preferred stock. We currently have 54,921,136 shares of common stock outstanding. Assuming we sell the Maximum Offering, we will have 60,921,136 shares of common stock outstanding. We also have 15,000,000 shares of stock authorized in connection with our 2023 Stock Option Plan, 8,836,132 of which have been issued. (See "Description of Securities.")

Dividends	We currently intend to retain our future earnings, if any, to finance the development and expansion of our business. The determination to pay dividends will be at the discretion of our Board of Directors and will depend on our financial condition, results of operations, capital requirements, restrictions contained in any financing instruments, and such other factors as our Board of Directors deems relevant in its discretion. We do not anticipate paying dividends in the future. (See "Dividend Policy.")
Investor Suitability Standards	We are offering the Shares to an unlimited number of investors who qualify as "Accredited Investors" as defined under Regulation 501 of the Securities Act whose status as such has been verified, as well as otherwise pursuant to federal regulation. (See "Suitability Standards.") The relevant qualifications are set forth fully in the Subscription Agreement, which must be completed by each prospective investor. We reserve the right to reject any subscription in our sole discretion. (See Exhibit B – Subscription Agreement.)
Terms of the Offering	The Shares are being offered on a "best efforts" basis by our officers and directors. We may also engage one or more broker-dealers who are registered as such with the Securities and Exchange Commission (the "SEC") that are members of the Financial Industry Regulatory Authority ("FINRA") (collectively referred to herein as "Placement Agents") and may pay such Placement Agents sales commissions. The Offering will terminate at such time as (a) we have raised the Maximum Offering (b) the Offering is terminated by us, in our sole discretion; or (c) December 31, 2024, unless extended by us. Subscription proceeds will be deposited directly into our operating account and be immediately available for our use. (See "Risk Factors – *No escrow account has been established for this Offering.")* (See "Terms of the Offering.")
No Market; Lack of Liquidity	Since this Offering is being made pursuant to one or more exemptions from the registration provisions of the Securities Act, all investors must represent that they are purchasing the Shares for their own account for investment purposes and not with a view towards resale or distribution. There is currently no public market for our common stock or any of our securities, and no public market may ever develop.

Risk Factors	An investment in our securities is speculative and involves a high degree of risk and uncertainties. The Shares should not be purchased by anyone who cannot bear the financial risk of this investment and who cannot afford the loss of their entire investment. (See "Risk Factors.")

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Memorandum and other documents made available to potential investors contain forward-looking statements involving risks and uncertainties. These statements relate to future events or our future financial performance. Any statement that is not a reference to historical fact is a forward-looking statement. For example, in some cases, you can identify forward-looking statements by terminology such as "could," "would," "may," "should," "expect," "plan," "intend," "anticipate," "believe," "estimate," "predict," "potential," "project," "propose," "forecast," "goal," "like, likely, or likelihood," or "continue," the negative of such terms, or other comparable terminology. These statements are only hypotheses and predictions. Actual events or results may, and often do, differ materially. In evaluating these statements, you should specifically consider various important factors including the risks described above and below under "Risk Factors" and in other parts of this Memorandum. These factors may cause actual results to differ materially from any forward-looking statement.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance, or achievements. Moreover, neither we, nor any other person, assumes responsibility for the accuracy and completeness of any forward-looking statements. We are under no duty to update any of the forward-looking statements after the date of this Memorandum to conform them to actual results or to changes in our expectations.

RISK FACTORS

An investment in the Shares involves a high degree of risk. Potential investors should carefully consider the following risk factors that may affect our business, financial condition, results of operations and future prospects, as well as the other information set forth in this Memorandum, before making a decision to invest in the Shares. If any of the following risks actually occurs, our business, financial condition, or results of operations would likely be materially adversely affected. In any such case, investors may lose all or part of their investment. The risks below are not exclusive. Additional risks not currently known to us or that we currently deem immaterial may also adversely affect us.

RISKS RELATED TO DIGITAL CURRENCIES AND OUR PROPOSED PRODUCTS AND SERVICES

Our total revenue is substantially dependent on transaction fees on our wallet. Therefore, if there is a decline in the digital currency market, we would be adversely affected.

We plan to generate a significant percentage of our total revenue from transaction fees on our wallet. As a result, we expect a significant portion of our revenue to be based on transaction fees that are a percentage of the value of each transaction. As such, any declines in the value and/or volume of transactions, will reduce the total potential revenue we can generate.

The digital currency market is subject to significant uncertainty.

The digital currency market is subject to significant uncertainty, including:

- changes in liquidity, market-making volume, and trading activities;
- trading activities on digital currency platforms worldwide, many of which may be unregulated, and may include manipulative activities;
- investment and trading activities of highly active retail and institutional users, speculators, miners, and investors;
- the speed and rate at which digital currency is able to gain adoption as a medium of exchange, utility, store of value, consumptive asset, security instrument, or other financial assets worldwide, if at all;
- decreased user and investor confidence in digital currency assets and digital currency platforms;
- negative publicity and events relating to the digital currency economy;
- unpredictable social media coverage or "trending" of digital currency assets;
- the ability for digital currency assets to meet user and investor demands;
- the functionality and utility of digital currency assets and their associated ecosystems and networks, including digital currency assets designed for use in various applications;
- consumer preferences and perceived value of digital currency assets and digital currency asset markets;
- increased competition from other payment services that exhibit better speed, security, scalability, or other characteristics;
- the characterization of digital currency assets under the laws of various jurisdictions around the world;

- the maintenance, troubleshooting, and development of the blockchain networks underlying digital currency assets, including by miners, validators, and developers worldwide;
- ongoing technological viability and security of digital currency assets and their associated smart contracts, applications and networks, including vulnerabilities against hacks and scalability;
- fees and speed associated with processing digital currency asset transactions, including on the underlying blockchain networks;
- the availability and cost of funding and capital;
- availability of banking and payment services to support digital currency-related projects;
- level of interest rates and inflation;
- monetary policies of governments, trade restrictions, and fiat currency devaluations; and
- national and international economic and political conditions.

The determination of a particular digital currency asset's status as a "security" is subject to a high degree of uncertainty and if inappropriately characterized, may subject us to regulatory scrutiny, investigations, fines, and other penalties, which may adversely affect our business, operating results, and financial condition.

The SEC and its staff have taken the position that certain digital currency assets fall within the definition of a "security" under the U.S. federal securities laws. The legal test for determining whether any given digital currency asset is a security is a highly complex, fact-driven analysis that evolves over time, and the outcome is difficult to predict. The SEC's views in this area have evolved over time and it is difficult to predict the direction or timing of any continuing evolution. It is also possible that a change in the governing administration of the SEC could substantially impact the views of the SEC and its staff. The classification of a digital currency asset as a security under applicable law has wide-ranging implications for the regulatory obligations that flow from the offer, sale, and clearing of such assets. For example, a digital currency asset that is a security in the United States may generally only be offered or sold in the United States pursuant to a registration statement filed with the SEC or in an offering that qualifies for an exemption from registration. Persons that effect transactions in digital currency assets that are securities in the United States may be subject to registration with the SEC as a "broker" or "dealer." Platforms that bring together purchasers and sellers to trade digital currency assets that are securities in the United States are generally subject to registration as national securities exchanges, or must qualify for an exemption, persons facilitating clearing and settlement of securities may be subject to registration with the SEC as a clearing agency. Foreign jurisdictions may have similar licensing, registration, and qualification requirements.

Using our wallet, we plan for customers to be able to purchase and transfer digital currency assets seamlessly; as such, if a digital currency asset is categorized as a security, our products and services could be subjected to regulatory review, which may involve compliance with extant securities requirements. We may not be able to permit any activity on such digital currency asset until we are able to do so in a compliant manner. It may also result in us determining that it is advisable to remove assets from our network that have similar characteristics to the asset that was determined to be a security. In addition, we could be subject to judicial or administrative sanctions for acting as a broker, dealer, or national securities exchange without appropriate registration. Such an action could result in injunctions, cease and desist orders, as well as civil monetary penalties, fines, and disgorgement, criminal liability, and reputational harm. Customers

that purchased such digital currency asset through our wallet and suffered losses could also seek to rescind a transaction that we facilitated on the basis that it was conducted in violation of applicable law, which could subject us to significant liability. Furthermore, if we remove any assets from our network, our decision may be unpopular with users and may reduce our ability to attract and retain customers, especially if such assets remain on unregulated or foreign platforms, which includes our competitors.

We may not obtain payment processing licenses.

We are in the process of applying for payment processing licenses on a state by state basis within the U.S. and country by country in countries other than the U.S. However, there can be no assurance that we will obtain any payment processing licenses. Even if we did obtain such licenses, there is no guarantee that such licenses will be sufficient to transact our business. If any of these issues materialize, and if they are not resolved, our business, operating results, and financial condition will be adversely affected.

Depositing and withdrawing digital currency assets into and from our platform involve risks, which could result in loss of customer assets, customer disputes and other liabilities, which could adversely impact our business.

In order to own, transfer and use a digital currency asset on its underlying blockchain network, a person must have a private and public key pair associated with a network address, this is commonly referred to as a "wallet." Our wallet is essentially focused on providing this service to customers.

Typically, each wallet is associated with a unique "public key" and "private key" pair, each of which is a string of alphanumeric characters. This private and public key is important when depositing, withdrawing, or transferring digital currency assets into or from a wallet. A number of errors can occur in the process of depositing or withdrawing digital currency assets into or from our wallet, such as typos, mistakes, or the failure to include the information required by the blockchain network. For instance, a user may incorrectly enter a public key or the desired recipient's public key when depositing and withdrawing from our wallet, respectively. A user may also inadvertently transfer digital currency assets to a wallet address that he does not own or control.

When converting assets to gold, the gold will be held by third party custodians, which are out of our control, and could be subject to loss, damage, theft, or restriction on access.

When a user converts their assets to gold, we plan to deal with various gold bullion dealers. When a user chooses to convert their currency into gold, the gold bullion dealer typically coordinates the purchase and delivery of physical gold from gold vaults operated by the various mints that they work with. The gold bullion dealer will then hold and have custody of the gold on behalf of the user. The user will have to then coordinate with the respective gold bullion dealer to obtain actual, physical custody of their gold. Any failure by the custodian to properly secure or insure the gold, resulting in part or all of the gold being lost, damaged, or stolen, or access to such gold being restricted, whether by natural events (such as an earthquake) or human actions (such as a terrorist attack), could result in a loss of the user's gold. These events may also expose

us to liability and reputational harm, which could have a material adverse effect on our business, financial condition, and results of operations.

Users will be subject to differing fees to retrieve their gold assets.

We plan to work with various gold bullion dealers and each dealer has their own set of fees related to the processing of the gold. Therefore, the fees associated with retrieving the physical gold may vary based on each user and potentially for each transaction. Once the gold is with the gold bullion dealer, the transaction will no longer be supervised by us and the conclusion of the transaction will have to be finalized by the user and the gold bullion dealer.

The value of gold is constantly and continually fluctuating.

The value of a user's currency at the time they decide to convert their assets to gold will correspond to the daily London spot price, which is a fluctuating price. The price of gold has fluctuated in recent years and may continue to fluctuate substantially over short periods of time. Fluctuation in the price of gold may be due to a number of factors, including changes in inflation and changes in industrial and commercial demand for metals. Additionally, increased environmental or labor costs may depress the value of metal investments. In times of significant inflation or great economic uncertainty, gold, silver, and other precious metals may outperform traditional investments such as bonds and stocks. However, in times of stable economic growth, traditional equity and debt investments could offer greater appreciation potential and the value of gold, silver, and other precious metals may be adversely affected.

If the underlying smart contracts for certain smart contract-based digital currency assets do not operate as expected, our business could be adversely affected.

We may support various digital currency assets that represent units of value on smart contracts deployed on a third party blockchain. Smart contracts are programs that store and transfer value and execute automatically when certain conditions are met. Since smart contracts typically cannot be stopped or reversed, vulnerabilities in their programming and design can have damaging effects. If any such vulnerabilities or flaws come to fruition, smart contract-based digital currency assets, including those which may be held by our customers in our wallet, may suffer negative publicity, be exposed to security vulnerabilities, and decline significantly in value, all of which could affect transaction volume in the digital currency asset over a short period of time which could adversely affect our revenue.

We may encounter technical issues in connection with the integration of supported digital currency assets and changes or upgrades to their underlying networks, which could adversely affect our business.

In order to support any digital currency asset, a variety of front and back-end technical and development work is required to implement and integrate such supported digital currency asset with our existing technical infrastructure. For certain digital currency assets, a significant amount of development work is required and there is no guarantee that we will be able to integrate successfully with any existing or future digital currency asset. In addition, such integration may introduce software errors or weaknesses into our systems, including our existing infrastructure. Even if such integration is initially successful, any number of technical changes, software

upgrades, cybersecurity incidents, or other changes to the underlying blockchain network may occur from time to time, causing incompatibility, technical issues, disruptions, or security weaknesses to our systems. If we are unable to identify, troubleshoot and resolve any such issues successfully, we may no longer be able to support such digital currency asset, our customers' assets may be frozen or lost, the security of our wallet may be compromised, and our systems and general technical infrastructure may be affected, all of which could adversely impact our business.

Due to unfamiliarity and negative publicity with digital currency companies, potential customers may lose confidence in our business model.

Digital currency asset products such as our wallet are relatively new. Many of the players in the digital currency industry are unlicensed, unregulated, operate without supervision by any governmental authorities, and do not provide the public with significant information regarding their ownership structure, management team, corporate practices, cybersecurity, and regulatory compliance. As a result, customers and the general public may lose confidence in digital currency asset related companies, including ours.

Since the inception of the digital currency economy, numerous digital currency asset companies have been sued, investigated, or shut down due to fraud, manipulative practices, business failure, and security breaches. In many of these instances, investors or customers of these companies were not compensated or made whole for their losses. The failure of several prominent digital currency trading venues and lending platforms, such as FTX, Celsius Networks, Voyager, and Three Arrows Capital, in 2022 has also resulted in a loss of confidence in the broader digital currency economy, adverse reputational impact to digital currency related companies, increased negative publicity surrounding digital currency, heightened scrutiny by regulators and lawmakers, and a call for increased regulations of digital currency assets and digital currency asset businesses.

Negative perception, lack of standardized regulation, and the shutdown of digital currency related companies, as well as the corresponding losses suffered by investors, may reduce confidence in the digital currency industry and result in greater volatility of the prices of assets, including significant depreciation in value. Any of these events could have an adverse impact on our business.

There are many factors that may affect our operating results that are out of our control.

The following factors may affect our operating results, many of which are unpredictable and in certain instances are outside of our control, including:

- our ability to attract, maintain, and grow our customer base and engage our customers;
- changes in the legislative or regulatory environment, or actions by governments or regulators, including fines, orders, or consent decrees;
- regulatory changes that impact our ability to offer certain products or services;
- pricing for our products and services;
- investments we make in the development of products and services as well as technology offered to our ecosystem partners, international expansion, and sales and marketing;
- adding and removing of digital currency assets that can be stored in our wallet;

- macroeconomic conditions;
- adverse legal proceedings or regulatory enforcement actions, judgments, settlements, or other legal proceeding and enforcement-related costs;
- the development and introduction of existing and new products and services by us or our competitors;
- increases in operating expenses that we expect to incur to grow and expand our operations and to remain competitive;
- system failure or outages, including with respect to our systems and third-party digital currency networks;
- breaches of security or privacy;
- inaccessibility of our wallet due to our or third-party actions;
- our ability to attract and retain talent; and
- our ability to compete with our competitors.

As a result of these factors, it is difficult for us to forecast growth trends accurately and our business and future prospects are difficult to evaluate, particularly in the short term. In view of the rapidly evolving nature of our business and the digital currency economy, period-to-period comparisons of our operating results may not be meaningful, and you should not rely upon them as an indication of future performance.

The future development and growth of the digital currency ecosystem is subject to a variety of factors that are difficult to predict and evaluate. If the adoption of digital currency and other digital currencies does not grow as we expect, our business, operating results, and financial condition could be adversely affected.

Digital currency assets built on blockchain technology were only introduced in 2008 and remain in the early stages of development. In addition, different digital currency assets are designed for different purposes. Bitcoin, for instance, was designed to serve as a peer-to-peer electronic cash system, while Ethereum was designed to be a smart contract and decentralized application platform. Many other digital currency networks-ranging from cloud computing to tokenized securities networks-have only recently been established. The further growth and development of any digital currency assets and their underlying networks and other digital currency graphic and algorithmic protocols governing the creation, transfer, and usage of digital currency assets represent a new and evolving paradigm that is subject to a variety of factors that are difficult to evaluate, including:

- Many digital currency networks have limited operating histories, have not been validated in production, and are still in the process of developing and making significant decisions that will affect the design, supply, issuance, functionality, and governance of their respective digital currency assets and underlying blockchain networks, any of which could adversely affect their respective digital currency assets.
- Digital currency networks are constantly implementing software upgrades and other changes to their protocols, which could introduce bugs, security risks, or adversely affect the respective digital currency networks.
- Several large networks, including Bitcoin and Ethereum, are developing new features to address fundamental speed, scalability, and energy usage issues. If these issues are not successfully addressed, or are unable to receive widespread adoption, it could adversely affect the underlying digital currency assets.

- Security issues, bugs, and software errors have been identified with many digital currency assets and their underlying blockchain networks, some of which have been exploited by malicious actors. There are also inherent security weaknesses in some digital currency assets, such as when creators of certain digital currency networks use procedures that could allow hackers to counterfeit tokens. Any weaknesses identified with digital currency assets could adversely affect its price, security, liquidity, and adoption. If a malicious actor obtains a majority of the compute or staking power on a digital currency network, as has happened in the past, it may be able to manipulate transactions, which could cause financial losses to holders, damage the network's reputation and security, and adversely affect its value.
- If rewards and transaction fees for miners or validators on any particular digital currency network are not sufficiently high to attract and retain miners, a digital currency network's security and speed may be adversely affected, increasing the likelihood of a malicious attack.
- Many digital currency networks are in the early stages of developing partnerships and collaborations, all of which may not succeed and adversely affect the usability and adoption of the respective digital currency assets.

Various other technical issues have also been uncovered from time to time that resulted in disabled functionalities, exposure of certain users' personal information, theft of users' assets, and other negative consequences. If any such risks or other risks materialize, and in particular if they are not resolved, the development and growth of digital currency may be significantly affected and, as a result, our business, operating results, and financial condition could be adversely affected.

The loss or destruction of private keys required to access any digital currency assets held in custody for our own account or for our customers may be irreversible. If we are unable to access our private keys or if we experience a hack or other data loss relating to our ability to access any digital currency assets, it could cause regulatory scrutiny, reputational harm, and other losses.

Digital currency assets are generally controllable only by the possessor of the unique private key relating to the digital wallet in which the digital currency assets are held. While blockchain protocols typically require public addresses to be published when used in a transaction, private keys must be safeguarded and kept private in order to prevent a third party from accessing the digital currency assets held in such a wallet. To the extent that any of the private keys relating to digital currency assets held for our own account or for our customers is lost, destroyed, or otherwise compromised or unavailable, and no backup of the private key is accessible, we will be unable to access the digital currency assets. Further, we cannot provide assurance that our wallet will not be hacked or compromised. Digital currency assets and blockchain technologies have been, and may in the future be, subject to security breaches, hacking, or other malicious activities. Any loss of private keys due to a hack, employee or service provider misconduct or error, or other compromise by third parties could hurt our brand and reputation, result in significant losses, and adversely impact our business.

Loss of a critical banking or insurance relationship could adversely impact our business, operating results, and financial condition.

We plan to rely on bank accounts to effectively operate our products and services. However, at this time, we have not secured any banking relationships. In particular, we anticipate that customer cash holdings in our wallet will be held with one or more of banking partners. Due to the nature of our industry, banking partners may likely view us as a higher risk customer for purposes of their anti-money laundering programs. We may face difficulty establishing banking relationships due to our banking partners' policies. If we are not able to establish banking partners or if we do, then the loss of such banking partners or the imposition of operational restrictions by the banking partners may result in a disruption of business activity as well as regulatory risks. In addition, financial institutions in the United States and globally may, as a result of the myriad of regulations or the risks of digital currency assets generally, decide to not provide account, custody, or other financial services to us.. We may also rely on insurance carriers to insure customer losses resulting from a breach of our physical security, cyber security, or by employee or service provider theft. Our ability to maintain insurance is subject to the insurance carriers' ongoing underwriting criteria, consequently, our inability to obtain and maintain appropriate insurance coverage could cause a substantial business disruption, adverse reputational impact, inability to compete with our competitors, and regulatory scrutiny.

We are subject to an extensive and highly-evolving regulatory landscape and any adverse changes to, or our failure to comply with, any laws and regulations could adversely affect our brand, reputation, business, operating results, and financial condition.

Our business is subject to extensive, complicated, and rapidly evolving laws, rules, regulations, policies, orders, determinations, directives, treaties, and legal and regulatory interpretations and guidance in the markets in which we operate, including those governing financial services and banking, trust companies, securities, broker-dealers, commodities, credit, digital currency asset custody, exchange, and transfer, cross-border and domestic money and digital currency asset transmission, consumer and commercial lending, usury, foreign currency exchange, privacy, data governance, data protection, cybersecurity, fraud detection, payment services (including payment processing and settlement services), consumer protection, escheatment, antitrust and competition, bankruptcy, tax, anti-bribery, economic and trade sanctions, anti-money laundering, and counter-terrorist financing. Many of these legal and regulatory regimes were adopted prior to the advent of the internet, mobile technologies, digital currency assets, and related technologies. As a result, they do not contemplate or address unique issues associated with the digital currency ecosystem and are subject to significant uncertainty, and vary widely across U.S. federal, state, and local and international jurisdictions. These legal and regulatory regimes, including the laws, rules, and regulations thereunder, evolve frequently and may be modified, interpreted, and applied in an inconsistent manner from one jurisdiction to another, and may conflict with one another. Moreover, the complexity and evolving nature of our business and the significant uncertainty surrounding the regulation of the digital currency economy requires us to exercise our judgment as to whether certain laws, rules, and regulations apply to us, and it is possible that regulators may disagree with our conclusions. To the extent we have not complied with such laws, rules, and regulations, we could be subject to significant fines, revocation of licenses, limitations on our products and services, reputational harm, and other regulatory consequences, each of which may be significant and could adversely affect our business, operating results, and financial condition.

In addition to existing laws and regulations, various governmental and regulatory bodies, including legislative and executive bodies, in the United States and in other countries may adopt new laws and regulations, which may adversely impact the development of the digital currency marketplace as a whole and our legal and regulatory status in particular by changing how we operate our business, how our products and services are regulated, and what products or services we can offer. This may require changes to our compliance and risk mitigation measures, impose new licensing requirements, or impose a total ban on certain digital currency asset transactions. For example, under recommendations from the Financial Crimes Enforcement Network, or FinCEN, and the Financial Action Task Force, or FATF, the United States and several foreign jurisdictions are likely to impose the Funds Travel Rule and the Funds Transfer Rule (commonly referred to collectively as the Travel Rule) on financial service providers in the digital currency ecosystem. We may face substantial compliance costs to operationalize and comply with the Travel Rule and may be further subject to administrative sanctions for technical violations or customer attrition if the user experience suffers as a result.

We also plan for our wallet to provide access to and storage of fiat-backed stablecoins, which is highly uncertain and has drawn significant attention from legislative and regulatory bodies around the world. The issuance and resale of stablecoins typically involves a variety of banking, deposit, money transmission, prepaid access and stored value, anti-money laundering, commodities, securities, sanctions, and other laws and regulations in the United States and in other jurisdictions. While we plan to implement policies and procedures to help monitor for and ensure compliance with existing and new laws and regulations, there can be no assurance that we and our employees, contractors, and agents will not violate or otherwise fail to comply with such laws and regulations. To the extent that we or our employees, contractors, or agents are deemed or alleged to have violated or failed to comply with any laws or regulations, including related interpretations, orders, determinations, directives, or guidance, we or they could be subject to civil, criminal, and administrative fines, penalties, orders, and actions.

Due to the nature of our business, we may be subject to examinations, oversight, and reviews by U.S. federal and state regulators, as well as international regulators. Result of findings from any regulatory audits may require us to take certain actions, including amending, updating, or revising our compliance measures, limiting the kinds of customers which we may provide services to, and changing, terminating, or delaying the introduction of new product and services. We may also receive examination reports citing violations of rules and regulations, inadequacies in existing compliance programs, and requiring us to enhance certain practices with respect to our compliance program, including due diligence, monitoring, training, reporting, and recordkeeping. Implementing appropriate measures to properly remediate these examination findings may require us to incur significant costs, and if we fail to properly remediate any of these examination findings, we could face civil litigation, significant fines, damage awards, forced removal of certain employees including members of our executive team, barring of certain employees from participating in our business in whole or in part, revocation of existing licenses, limitations on existing and new products and services, reputational harm, negative impact to our existing relationships with regulators, exposure to criminal liability, or other regulatory consequences.

Cyberattacks and security breaches of our platform, or those impacting our customers or third parties, could adversely impact our brand and reputation and our business, operating results, and financial condition.

Our business anticipates that it will involve the collection, storage, processing, and transmission of confidential information, customer, employee, service provider, and other personal data, as well as information required to access customer assets. Our business is being built on the premise that our wallet offers customers a secure way to purchase, store, and transact in digital currency assets and fiat. As a result, any actual or perceived security breach of us or any third-party partners may:

- harm our reputation and brand;
- result in our systems or services being unavailable and interrupt our operations;
- result in improper disclosure of data and violations of applicable privacy and other laws;
- result in significant regulatory scrutiny, investigations, fines, penalties, and other legal, regulatory, and financial exposure;
- cause us to incur significant remediation costs;
- lead to theft or irretrievable loss of our or our customers' fiat currencies or digital currency assets;
- reduce customer confidence in, or decreased use of, our products and services;
- divert the attention of management from the operation of our business;
- result in significant compensation or contractual penalties from us to our customers or third parties as a result of losses to them or claims by them; and
- adversely affect our business and operating results.

Further, any actual or perceived breach or cybersecurity attack directed at other digital or digital currency wallets, whether or not we are directly impacted, could lead to a general loss of customer confidence in the digital currency marketplace or in the use of technology to conduct financial transactions, which could negatively impact us, including the market perception of the effectiveness of our security measures and technology infrastructure.

Attacks upon systems across a variety of industries, including the digital currency industry, are increasing in their frequency, persistence, and sophistication, and, in many cases, are being conducted by sophisticated, well-funded, and organized groups and individuals. The techniques used to obtain unauthorized, improper, or illegal access to systems and information (including customers' personal data and digital currency assets), disable or degrade services, or sabotage systems are constantly evolving, may be difficult to detect quickly, and often are not recognized or detected until after they have been launched against a target. Consequently, we may not be able to implement adequate preventative measures. These attacks may also occur on our systems or those of our third-party service providers or partners. Certain types of cyberattacks could harm us even if our systems are left undisturbed. For example, attacks may be designed to deceive employees and service providers into releasing control of our systems, while others may aim to introduce computer viruses or malware into our systems with a view to stealing confidential or proprietary data.

Although we plan to develop systems and processes to protect the data we manage, prevent data loss and other security breaches, there can be no assurance that these security measures will provide absolute security or prevent breaches or attacks. We recognize the importance of securing our systems against cyberattacks and anticipate that we will invest significantly in cybersecurity, as such, our costs and the resources we devote to protecting against cyber threats and their consequences will likely increase over time.

If we cannot keep pace with rapid industry changes to provide new and innovative products and services, our net revenue, could decline, which could adversely impact our business, operating results, and financial condition.

Our industry has been characterized by many rapid, significant, and disruptive products and services, and we expect new services and technologies to continue to emerge and evolve, which may be superior to, or render obsolete, the products and services that we currently provide. We cannot predict the effects of new services and technologies on our business. However, our ability to grow our customer base and net revenue will depend heavily on our ability to innovate and create successful new products and services, both independently and in conjunction with third-party developers. In particular, developing and incorporating new products and services into our business may require substantial expenditures, take considerable time, and ultimately may not be successful. Any new products or services could fail to attract customers, generate revenue, or perform or integrate well with third-party applications and platforms. In addition, our ability to adapt and compete with new products and services may be inhibited by regulatory requirements and general uncertainty in the law, third-party intellectual property rights, or other factors. Moreover, we must continue to enhance our technical infrastructure to remain competitive and maintain a product that has the required functionality, performance, capacity, security, and speed to attract and retain customers. As a result, we expect to expend significant costs and expenses to develop and upgrade our technical infrastructure to meet the evolving needs of the industry. Our success will depend on our ability to develop and adapt to technological changes and evolving industry practices. If we are unable to do so in a timely or cost-effective manner, our business and our ability to successfully compete and attract new customers may be adversely affected.

Any failure of our safeguards will adversely affect our business.

We plan to develop administrative, technical, and physical safeguards designed to comply with applicable legal requirements and industry standards. However, it is nevertheless possible that hackers, employees, or service providers acting contrary to our policies, or others could circumvent these safeguards to improperly access our systems, or the systems of our business partners, agents, or service providers, and improperly access, obtain, our digital currency assets and funds. The methods used to obtain unauthorized access, disable, or degrade service or sabotage systems are also constantly changing and evolving and may be difficult to anticipate or detect for long periods of time. Any loss of our or digital currency assets could result in a variety of issues, such as lapse in insurance coverage, which could cause a substantial business disruption, adverse reputational impact, inability to compete with our competitors, and regulatory investigations, inquiries, or actions. Additionally, transactions undertaken through our wallet may create risks of fraud, hacking, unauthorized access or acquisition, and other deceptive practices. Any security incident resulting in a compromise of our assets could result in substantial costs to us and require us to notify in some cases regulators, of a possible or actual incident, expose us to regulatory enforcement actions, including substantial fines, limit our

ability to provide services, subject us to litigation, significant financial losses, damage our reputation, and adversely affect our business, operating results, financial condition, and cash flows.

Our focus on delivering high-quality, compliant, easy-to-use, and secure digital currency-related financial services may not maximize short-term or medium-term financial results.

We expect to take actions that we believe are in the best interests of our customers and the long-term interests of our business, even if those actions do not necessarily maximize short-term or medium-term results. These include expending significant managerial, technical, and legal efforts on complying with any laws that are applicable to our products and services and ensuring that our product is secure. We also aim to drive long-term engagement with our customers through innovation and developing new industry-leading products and technologies. These decisions may not be consistent with the short-term and medium-term expectations of our stockholders and may not produce the long-term benefits that we expect, which could have an adverse effect on our business, operating results, and financial condition.

Our product may be exploited to facilitate illegal activity such as fraud, money laundering, gambling, tax evasion, and scams. If any of our customers use our wallet to further such illegal activities, our business could be adversely affected.

Although we plan to utilize Know Your Client ("KYC") and biometric software as a requirement for downloading our wallet and participating in the Solum Global ecosystem, our product may be exploited to facilitate illegal activity including fraud, money laundering, gambling, tax evasion, and scams. We may be specifically targeted by individuals seeking to conduct fraudulent transfers, and it may be difficult or impossible for us to detect and avoid such transactions in certain circumstances. The use of our wallet for illegal or improper purposes could subject us to claims, individual and class action lawsuits, and government and regulatory investigations, prosecutions, enforcement actions, inquiries, or requests that could result in liability and reputational harm for us. Moreover, certain activities that may be legal in one jurisdiction may be illegal in another jurisdiction, and certain activities that are at one time legal may in the future be deemed illegal in the same jurisdiction. As a result, there is significant uncertainty and cost associated with detecting and monitoring transactions for compliance with laws. As our wallet is being designed to facilitate global transactions, where a customer is found responsible for intentionally or inadvertently violating the laws in any jurisdiction, we may be subject to governmental inquiries, enforcement actions, prosecuted, or otherwise held secondarily liable for aiding or facilitating such activities.

Digital currency assets are relatively new and, in many jurisdictions, may be lightly regulated or largely unregulated. Many types of digital currency assets have characteristics that make them susceptible to use in illegal activity, such as the speed with which transactions can be conducted, the ability to conduct transactions without the involvement of regulated intermediaries, the ability to engage in transactions across multiple jurisdictions, the irreversible nature of certain digital currency asset transactions, and encryption technology that anonymizes these transactions. U.S. federal and state and foreign regulatory authorities and law enforcement agencies, such as the Department of Justice, SEC, Commodity Futures Trading Commission, Federal Trade Commission, Internal Revenue Service, or IRS, and various state securities and financial regulators have taken and continue to take legal action against persons and entities

alleged to be engaged in fraudulent schemes or other illicit activity involving digital currency assets. Our business is focused on facilitating transactions in digital currency assets, and this may cause us to be at increased risk of liability arising out of regulatory scrutiny for claims involving violations of anti-money laundering and economic sanctions laws and regulations.

We will depend on major mobile operating systems and third-party platforms for the distribution of certain products. If Google Play, the Apple App Store, or other platforms prevent customers from downloading our apps, our ability to grow may be adversely affected.

We plan to rely upon third-party platforms for the distribution of certain products and services. We plan for our wallet to be provided through both the Apple App Store and the Google Play Store, and may also be accessible via mobile and traditional websites. The Google Play Store and Apple App Store are global application distribution platforms and may be the main distribution channels for our wallet. As such, the promotion, distribution, and operation of our wallet is subject to the respective platforms' terms and policies for application developers, which are very broad and subject to frequent changes and re-interpretation. Further, these distribution platforms often contain restrictions related to digital currency assets that are uncertain, broadly construed, and can limit the nature and scope of services that can be offered. If our wallet is found to be in violation of any such terms and conditions, we may no longer be able to offer our wallet through such third-party platforms. There can be no guarantee that third-party platforms will support our wallet. Any changes, bugs, technical or regulatory issues with third-party platforms, our relationships with mobile manufacturers and carriers, or changes to their terms of service or policies could degrade our wallet's functionalities, reduce our ability to distribute our wallet, give preferential treatment to competitive products, limit our ability to deliver high quality products, or impose fees or other charges, any of which could affect our wallet usage and harm our business.

We plan to rely on third-party service providers for certain aspects of our operations, and any interruptions in services provided by these third parties may impair our ability to support our customers.

We plan to use third parties in connection with many aspects of our business, including payment processors, banks, and payment gateways to process transactions; Because we may rely on third parties to provide these services and to facilitate certain of our business activities, we face increased operational risks as we do not control the operation of any of these third parties. These third parties may be subject to financial, legal, regulatory, and labor issues, cybersecurity incidents, break-ins, computer viruses, denial-of-service attacks, sabotage, acts of vandalism, privacy breaches, service terminations, disruptions, interruptions, and other misconduct. They are also vulnerable to damage or interruption from human error, power loss, In addition, these third parties may breach their agreements with us, disagree with our interpretation of contract terms or applicable laws and regulations, refuse to continue or renew these agreements on commercially reasonable terms or at all, fail or refuse to process transactions or provide other services adequately, take actions that degrade the functionality of our services, impose additional costs or requirements on us or our customers, or give preferential treatment to competitors. There can be no assurance that third parties that provide services to us or to our customers on our behalf will continue to do so on acceptable terms, or at all. If any third parties do not adequately or appropriately provide their services or perform their responsibilities to us or our customers on our behalf, we may be unable to procure alternatives in a timely and efficient manner and on

acceptable terms, or at all, and we may be subject to business disruptions, losses or costs to remediate any of the deficiencies, customer dissatisfaction, reputational damage, legal or regulatory proceedings, or other adverse consequences which could harm our business.

Because our long-term success depends, in part, on our ability to expand our product to customers outside the United States, our business is susceptible to risks associated with international operations.

We plan to enter into or increase our presence in markets around the world, and our ability to manage our business and conduct our operations internationally requires considerable management attention and resources and is subject to particular challenges of supporting a rapidly growing business in an environment of diverse cultures, languages, customs, tax laws, legal systems, alternate dispute systems and regulatory systems. As we expand our business and customer base outside the United States, we will be increasingly susceptible to risks associated with international operations. These risks and challenges include:

- difficulty establishing and managing international operations and the increased operations, travel, infrastructure, including establishment of local customer service operations, and legal and regulatory compliance costs associated with different jurisdictions;
- the need to vary pricing and margins to effectively compete in international markets;
- the need to adapt and localize our products and services for specific countries, including offering services and support in local languages;
- compliance with multiple, potentially conflicting and changing governmental laws and regulations across different jurisdictions;
- compliance with U.S. and foreign laws designed to combat money laundering and the financing of terrorist activities, as well as economic and trade sanctions;
- difficulties obtaining any required licensing from regulators in foreign jurisdictions;
- competition with companies that have greater experience in the local markets, pre-existing relationships with customers in these markets or are subject to less regulatory requirements in local jurisdictions;
- varying levels of payments and blockchain technology adoption and infrastructure, and increased network, payment processing, banking, and other costs;
- compliance with anti-bribery laws, including compliance with the Foreign Corrupt Practices Act, and other local anticorruption laws;
- difficulties holding, repatriating, and transferring funds held in offshore bank accounts;
- restrictions on transacting or dealing with digital currency assets;
- stringent local labor laws and regulations;
- potentially adverse tax developments and consequences;
- antitrust and competition regulations; and
- regional economic and political conditions.

We have limited experience with international regulatory environments and market practices and may not be able to penetrate or successfully operate in the markets we choose to enter. In addition, we may incur significant expenses as a result of our international expansion, and we may not be successful. We may face limited brand recognition in certain parts of the world that could lead to non-acceptance or delayed acceptance of our products and services by customers in new markets. We may also face challenges in complying with local laws and regulations. Our

failure to successfully manage these risks could harm our international operations and have an adverse effect on our business, operating results, and financial condition.

Use of social media may adversely impact our reputation.

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 allow individuals access to a broad audience of consumers and other interested persons. Consumers value readily available information concerning retailers, manufacturers, and their goods and services and often act on such information without further investigation, authentication and without regard to its accuracy. The availability of information on social media platforms and devices is virtually immediate as is its impact. Social media platforms and devices immediately publish the content their subscribers and participants post, often without filters or checks on accuracy of the content posted. The opportunity for dissemination of information, including inaccurate information, is seemingly limitless and readily available. Information concerning our wallet may be posted on such platforms and devices at any time. Information posted may be adverse to our interests, may be inaccurate, and may harm our performance, prospects or business. The harm may be immediate without affording us an opportunity for redress or correction. Such platforms also could be used for the dissemination of trade secret information or otherwise compromise valuable Company assets, all of which could harm our business, prospects, financial condition, and results of operations.

Our business depends on effective marketing, including marketing via email and social networking messaging, and we intend to increase our spending on marketing and branding, which may adversely affect our financial results.

We may depend on effective marketing to attract customers and merchants. We may also depend on email and social networking messaging to promote our site and offerings and to generate a substantial portion of our revenues. If we are unable to develop, implement and maintain effective and efficient cost-effective advertising and marketing programs, it would have a material adverse effect on our financial results and business. Further, as part of our growth strategies, we intend to increase our spending on marketing and branding initiatives significantly, which may adversely affect our financial results. There is no assurance that any increase in our marketing or branding expenditures will result in increased market shares or will ultimately have a positive effect on our financial results.

If we are unable to attract new customers and expand our products and services offerings, our revenue growth and profitability will be harmed.

Our success depends on our ability to acquire new customers and identify areas of higher growth, and to do so in a cost-effective manner. We plan to make significant investments related to customer acquisition and retention, expect to continue to spend significant amounts on these efforts in future periods, and cannot guarantee that the revenue from these customers will ultimately exceed the costs of these investments.

Additionally, if we fail to deliver a quality user experience, or if customers do not perceive the products and services we offer to be of high value and quality, we may be unable to acquire or retain customers. Additionally, if we are unable to acquire or retain customers to a level where our revenues will exceed our losses from the user side, we may be unable to achieve our operational objectives.

RISKS RELATED TO OUR BUSINESS OPERATIONS

We are in the early stage of our development.

Our operations are subject to all the risks inherent in a growing business enterprise, including the likelihood of operating losses. The likelihood of our success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the growth of an early-stage business involving new and rapidly changing technologies. If we fail to meet any of these challenges, our business will suffer. To achieve and sustain profitability, we must generate and sustain increased revenues and control future expense levels. In a rapidly evolving environment in which business strategy may change dramatically and quickly, we may fail to adequately adapt to changing business environments or we might choose a strategy which is not ultimately successful, and which differs from the strategies and tactics discussed in this Memorandum. Any such failure could have a negative impact on our business.

If we fail to manage our growth effectively, our business, financial condition, results of operations and prospects could be materially and adversely affected.

As of the date of this Memorandum, we have five full-time employees, along with a number of independent contractors and subsidiary employees. As our growth plans proceed and development and commercialization plans and strategies develop, we expect to need additional development, managerial, operational, sales, marketing, financial, accounting, legal, and other resources.

The potentially rapid growth we may experience in our business, both organically and inorganically, may place significant demands on our operational infrastructure. As usage of our products and services grows, we will need to devote additional resources to improving and maintaining our infrastructure. In addition, we will need to appropriately scale our internal business systems and our services organization to serve our growing customer base. Any failure of or delay in these efforts could lead to impaired system performance and reduced customer satisfaction, resulting in decreased customers, lower dollar-based net retention rates, which would hurt our revenue growth and our reputation. Even if we are successful in our expansion efforts, they will be expensive and complex, and require the dedication of significant management time and attention. We could also face inefficiencies or service disruptions as a result of our efforts to scale our internal infrastructure. We cannot be sure that the expansion of and improvements to our internal infrastructure will be effectively implemented on a timely basis, if at all, and such failures could harm our business, financial condition, and results of operations.

We expect our operating expenses to increase significantly in the foreseeable future and may not be able to achieve profitability or achieve positive cash flow from operations on a consistent basis, which may cause our business, operating results, and financial condition to be adversely impacted.

We anticipate that our operating expenses will increase substantially in the foreseeable future as we continue to hire additional employees, expand marketing efforts, develop additional products and services, and expand our business internationally. Moreover, we expect to incur significant legal, accounting, and other expenses, including substantially higher costs to obtain and maintain director and officer liability insurance. This may prove more expensive than we currently anticipate, and we may not succeed in increasing our net revenue sufficiently to offset these higher expenses. Our revenue growth may slow, or our net revenue may decline for a number of other reasons, including reduced use of our wallet for transactions, increased competition, a decrease in the growth or size of the digital currency marketplace, or any failure to capitalize on growth opportunities. Any failure to increase our revenue could prevent us from achieving profitability. We cannot be certain that we will be able to achieve profitability or achieve positive operating cash flow on any quarterly or annual basis. If we are unable to effectively manage these risks and difficulties as we encounter them, our business, operating results, and financial condition may suffer.

W***e will need to raise additional capital to meet our long-term business requirements. Any such capital raising may be costly or difficult to obtain and would likely dilute current stockholders' ownership interests. If we are unable to secure additional financing in the future, we will not be able to continue as a going concern.***

We will need additional capital, which may not be available on reasonable terms or at all. The raising of additional capital will dilute current stockholders' ownership interests. We may need to raise additional funds through public or private debt or equity financings to meet various objectives including, but not limited to:

- maintaining enough working capital to run our business;
- pursuing growth opportunities, including more rapid expansion;
- acquiring complementary businesses and technologies;
- making capital improvements to improve our infrastructure;
- responding to competitive pressures;
- complying with regulatory requirements for advertising or taxation; and
- maintaining compliance with applicable laws.

Any additional capital raised through the sale of equity or equity-linked securities may dilute current stockholders' ownership percentages and could also result in a decrease in the fair market value of our equity securities because our assets would be owned by a larger pool of outstanding equity. The terms of those securities issued by us in future capital transactions may be more favorable to new investors, and may include preferences, superior voting rights and the issuance of warrants or other derivative securities, which may have a further dilutive effect that is different from or in addition to that reflected in the capitalization described in this report.

Further, any additional debt or equity financing that we may need may not be available on terms favorable to us, or at all. If we are unable to obtain required additional capital, we may have to curtail our growth plans or cut back on existing business and we may not be able to continue operating if we do not generate sufficient revenues from operations needed to stay in business.

We may incur substantial costs in pursuing future capital financing, including investment banking fees, legal fees, accounting fees, securities law compliance fees and other costs. We may also be required to recognize non-cash expenses in connection with certain securities we issue, such as convertible notes and warrants, which may adversely impact our financial condition.

Access to financing sources may not be available on favorable terms, or at all, especially in light of current market conditions, which could adversely affect our ability to maximize our returns.

In the event we need to seek third-party sources of financing, we will depend, in part, on:

- general market conditions;
- the market's perception of our growth potential;
- our current and expected future earnings; and
- our cash flow

Recently, domestic financial markets have experienced unusual volatility, uncertainty, and a tightening of liquidity in both the investment grade debt and equity capital markets. Credit spreads for major sources of capital widened significantly during the U.S. credit crisis as investors demanded a higher risk premium. Given the current volatility and weakness in the capital and credit markets, potential lenders may be unwilling or unable to provide us with financing that is attractive to us or may charge us prohibitively high fees in order to obtain financing. Consequently, there is greater uncertainty regarding our ability to access the credit market in order to attract financing on reasonable terms. Investment returns on our assets and our ability to make acquisitions could be adversely affected by our inability to secure additional financing on reasonable terms, if at all.

Depending on market conditions at the relevant time, we may have to rely more heavily on additional equity financings or on less efficient forms of debt financing that require a larger portion of our cash flow from operations, thereby reducing funds available for our operations, future business opportunities, and other purposes. We may not have access to such equity or debt capital on favorable terms at the desired times, or at all.

Disputes with our customers could adversely impact our brand and reputation and our business, operating results, and financial condition.

Given the nature of digital currency wallet services which involves highly valuable and technically complex transactions, we may be subject to claims and disputes with our customers with respect to our products and services, such as regarding the fraudulent or unauthorized transactions, account takeovers, deposits and withdrawals of digital currency assets, failures or malfunctions of our systems and services, or other issues relating to our products services. Additionally, the ingenuity of criminal fraudsters, combined with many consumers' susceptibility to fraud, may cause our customers to be subject to ongoing account takeovers and identity fraud issues. While we plan to take measures to detect and reduce the risk of fraud, there is no guarantee that these measures will be successful and, in any case, may require continuous improvement and optimization to be effective. There can be no guarantee that we will be successful in detecting and resolving these disputes or defending ourselves in any of these matters, and any failure may result in impaired relationships with our customers, damage to our brand and reputation, and substantial fines and damages. We could incur significant costs in compensating our customers, such as if a transaction was unauthorized, erroneous, or fraudulent. We could also incur significant legal expenses resolving and defending claims, even those without merit. To the extent we are found to have failed to fulfill any regulatory obligations, it could result in the loss of authorizations or licenses, or we may become subject to conditions that could make operations more costly, impair our ability to grow, and adversely impact our operating results.

If we fail to develop, maintain, and enhance our brand and reputation, our business, operating results, and financial condition may be adversely affected.

Maintaining, protecting, and enhancing our brand depends largely on the success of our marketing efforts, ability to provide a consistent, high-quality, and secure product, and our ability to successfully secure, maintain, and defend our intellectual property rights. We believe that the importance of our brand will increase as competition further intensifies. Our brand and reputation could be harmed if we fail to achieve these objectives or if our public image were to be tarnished by negative publicity, unexpected events, or actions by third parties. Unfavorable publicity about us, including our products, services, technology, customer service, personnel, and the digital currency industry generally could diminish confidence in, and the use of, our wallet. In addition, actions by, or unfavorable publicity about, our key officers, may adversely impact our brand and reputation. Such negative publicity also could have an adverse effect on the size and engagement of our customers and could result in decreased revenue, which could have an adverse effect on our business, operating results, and financial condition.

The loss of one or more of our key personnel, or our failure to attract and retain other highly qualified personnel in the future, could adversely impact our business, operating results, and financial condition.

We operate in a relatively new industry that is not widely understood and requires highly skilled and technical personnel. We believe that our future success is highly dependent on the talents and contributions of our senior management team, including Kirk St Johns, our Chief Executive Officer, members of our executive team, and other key employees. Our future success depends on our ability to attract, develop, motivate, and retain highly qualified and skilled employees.

Due to the nascent nature of the digital currency economy, the pool of qualified talent is extremely limited, particularly with respect to executive talent, engineering, risk management, and financial regulatory expertise. We face intense competition for qualified individuals from numerous software and other technology companies. To attract and retain key personnel, we may incur significant costs, including salaries and benefits and equity incentives. Even so, these measures may not be enough to attract and retain the personnel we require to operate our business effectively. The loss of even a few qualified employees, or an inability to attract, retain and motivate additional highly skilled employees required for the planned expansion of our business could adversely impact our operating results and impair our ability to grow.

Our officers, directors, and employees may encounter potential conflicts of interests with respect to their positions or interests in certain digital currency assets, entities, and other initiatives, which could adversely affect our business and reputation.

We may engage in a wide variety of transactions and maintain relationships with a significant number of digital currency projects, their developers, members of their ecosystem, and investors. These transactions and relationships could create potential conflicts of interests in management decisions. For instance, certain of our officers, directors, and employees may be active investors in digital currency projects themselves, and may make investment decisions that favor projects that they have personally invested in. Similarly, certain of our directors, officers, and employees may hold digital currency assets that we are considering for listing on our wallet, and may be more supportive of such listing notwithstanding legal, regulatory, and other issues associated with such digital currency assets. While we plan to establish policies and procedures to limit and mitigate such risks, there is no assurance that such policies and procedures will be effective, or that we will be able to manage such conflicts of interests adequately. If we fail to manage these conflicts of interests, our business may be harmed and the brand, reputation and credibility of our company may be adversely affected.

We have an evolving business model with still untested growth initiatives.

We have an evolving business model and intend to implement new strategies to grow our business in the future. There can be no assurance that we will be successful in developing new product categories or in entering new specialty markets or in implementing any other growth strategies. Similarly, there can be no assurance that we already have or will be able to obtain or retain any employees, consultants or other resources with any specialized skills or relationships to successfully implement our strategies in the future.

Our expansion into new products, services, technologies, and geographic regions subjects us to additional risks.

We may have limited or no experience in our newer markets, and our customers may not adopt our product or service offerings. These offerings, which can present new and difficult technology challenges, may subject us to claims if customers of these offerings experience service disruptions or failures or other quality issues. In addition, profitability, if any, in our newer activities may not meet our expectations, and we may not be successful enough in these newer activities to recoup our investments in them. Failure to realize the benefits of amounts we invest in new technologies, products, or services could result in the value of those investments being written down or written off.

We may not be able to compete successfully against existing or future competitors including larger, well-established, and well-financed companies.

Many of our current and potential competitors have longer operating histories, larger customer bases, greater brand recognition and significantly greater financial, marketing, and other resources than we do. In addition, some of our competitors may be able to devote greater resources to marketing and promotional campaigns, adopt more aggressive pricing and devote substantially more resources to systems development than we do. Increased competition may result in reduced operating margins, loss of market share and a diminished brand franchise. We cannot provide assurance that we will be able to compete successfully against existing or future competitors.

In the event of employee or service provider misconduct or error, our business may be adversely impacted.

Employee or service provider misconduct or error could subject us to legal liability, financial losses, and regulatory sanctions and could seriously harm our reputation and negatively affect our business. Such misconduct could include engaging in improper or unauthorized transactions or activities, misappropriation of customer funds, misappropriation of information, failing to supervise other employees or service providers, and improperly using confidential information. Employee or service provider errors, including mistakes in executing, recording, or processing transactions for customers, could expose us to the risk of material losses even if the errors are detected. Although we plan to implement processes and procedures and provide training to our employees and service providers to reduce the likelihood of misconduct and error, these efforts may not be successful. It is not always possible to deter misconduct, and the precautions we take to prevent and detect this activity may not be effective in all cases. Our employees, contractors, and agents could also commit errors that subject us to financial claims for negligence, as well as regulatory actions.

RISKS RELATED TO INTELLECTUAL PROPERTY AND PRIVACY MATTERS

We may be subject to risks related to the protection and enforcement of our intellectual property rights, and third parties may enforce their intellectual property rights against us.

We believe that the ownership and protection of our intellectual property rights is a significant aspect of our future success. We may rely on patent applications, trade secrets, trademarks, service marks technical know-how and other proprietary information (collectively, "Intellectual Property") to maintain our competitive position. We plan to try to protect our Intellectual Property by seeking registered protection where possible, developing and implementing standard operating procedures to protect Intellectual Property and entering into agreements with parties that have access to our Intellectual Property, such as our employees and consultants, to protect confidentiality and ownership.

It is possible that we may fail to identify Intellectual Property, fail to protect or enforce our Intellectual Property, inadvertently disclose such Intellectual Property or fail to register rights in relation to such Intellectual Property.

In relation to our agreements with parties that have access to our Intellectual Property, any of these parties may breach those agreements, and we may not have adequate remedies for any specific breach. In relation to our security measures, such security measures may be breached, and we may not have adequate remedies for any such breach. In addition, certain of our Intellectual Property, which has not yet been applied for or registered, may otherwise become known to or be independently developed by competitors or may already be the subject of applications for intellectual property registrations filed by our competitors, which could have a material adverse effect on our business, financial condition and results of operations.

We cannot provide any assurance that our Intellectual Property will not be disclosed in violation of agreements or that competitors will not otherwise gain access to our Intellectual Property or independently develop and file applications for intellectual property rights that adversely affect our Intellectual Property rights. Unauthorized parties may attempt to copy, reverse engineer, or otherwise obtain and use our Intellectual Property. Identifying and policing the unauthorized use of our current or future Intellectual Property rights could be difficult, expensive, time-consuming, and unpredictable, as may be enforcing these rights against unauthorized use by others. We may be unable to effectively monitor and evaluate the products being distributed by our competitors and the processes used to produce such products. Additionally, if the steps taken to identify and protect our Intellectual Property rights are deemed inadequate, we may have insufficient recourse against third parties for enforcement of our Intellectual Property rights.

In any infringement proceeding, some or all of our Intellectual Property rights or arrangements or agreements seeking to protect the same for our benefit may be found invalid, unenforceable, or anti-competitive. An adverse result in any litigation or defense proceedings could put one or more of our Intellectual Property rights at risk of being invalidated or interpreted narrowly and could put existing intellectual property applications at risk of not being issued. Any or all of these events could have a material adverse effect on our business, financial condition and results of operations.

Additionally, other parties may claim that our products or services infringe on their proprietary rights or other intellectual property rights. Parties making claims against us may obtain injunctive or other equitable relief, which may have an adverse impact on our business. Such claims, whether or not meritorious, may result in the expenditure of significant financial and managerial resources, legal fees, result in injunctions, temporary restraining orders and/or require the payment of damages. In addition, we may need to obtain licenses from third parties who allege that we have infringed on their lawful rights. However, such licenses may not be available on terms acceptable to us, if at all. In addition, we may not be able to obtain licenses on terms that are favorable to us, or at all, or other rights with respect to intellectual property that we do not own.

Any failure to protect our future Intellectual Property rights could impair our ability to protect our technology and our brand.

We expect to rely upon a combination of trademark and trade secret laws, as well as license and other contractual provisions, to protect our Intellectual Property and other proprietary rights. These laws, procedures and restrictions provide only limited protection and any of our intellectual property rights may be challenged, invalidated, circumvented, infringed, or misappropriated. To the extent that our intellectual property and other proprietary rights are not

adequately protected, third parties may gain access to our proprietary information, develop and market solutions similar to ours or use trademarks similar to ours, each of which could materially harm our business. The failure to adequately protect our intellectual property and other proprietary rights could have a material adverse effect on our business, financial condition and results of operations.

We may be sued by third parties for alleged infringement of their proprietary rights.

We cannot guarantee that our internally developed or acquired technologies do not or will not infringe the intellectual property rights of others. From time to time, third parties may claim that we have infringed, are infringing upon, or misappropriating their intellectual property rights, and we may be found to be infringing upon such rights. Any claims or litigation could cause us to incur significant expenses and, if successfully asserted against us, could require that we pay substantial damages or ongoing royalty payments, prevent us from offering our product or using certain technologies, force us to implement expensive work-arounds, or impose other unfavorable terms. We expect that the occurrence of infringement claims is likely to grow as the digital currency assets market grows and matures. Accordingly, our exposure to damages resulting from infringement claims could increase and this could further exhaust our financial and management resources. Further, during the course of any litigation, we may make announcements regarding the results of hearings and motions, and other interim developments. Even if intellectual property claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and require significant expenditures. Any of the foregoing could prevent us from competing effectively and could have an adverse effect on our business, operating results, and financial condition.

Our wallet may contain open-source software components, and failure to comply with the terms of the underlying open-source software licenses could harm our business.

Use and distribution of open-source software may entail greater risks than use of third-party commercial software, as open-source licensors generally do not provide support, warranties, indemnification or other contractual protections regarding infringement claims or the quality of the code. In addition, the public availability of such software may make it easier for others to compromise our wallet. Some open-source licenses may contain requirements that we make available source code for modifications or derivative works we create based upon the type of open-source software we use, or grant other licenses to our Intellectual Property. If we combine our proprietary software with open-source software in a certain manner, we could, under certain open-source licenses, be required to release the source code of our proprietary software to the public. This may allow our competitors to create similar products with lower development effort and time, and this could ultimately result in a loss of our competitive advantages.

We obtain and process a large amount of sensitive customer data. Any real or perceived improper use of, disclosure of, or access to such data could harm our reputation, as well as have an adverse effect on our business.

We obtain and process large amounts of sensitive data, including personal data related to our customers and their transactions, such as their names, addresses, social security numbers, copies of government-issued identification, facial recognition data (from scanning of photographs for

identity verification), tax identification, and bank account information. We face risks, including to our reputation, in the handling and protection of this data, and these risks will increase as our business expands, including through our acquisition of, and investment in, other companies and technologies. Federal, state, and international laws and regulations governing privacy and data protection require us to safeguard our customers', employees', and service providers' personal data.

We expect to have administrative and technical security measures in place and maintain a robust information security program. However, our security measures may be inadequate or breached as a result of third-party action, employee or service provider error, malfeasance, malware, phishing, hacking attacks, system error, trickery, advances in computer capabilities, inadequate facility security or otherwise, and, as a result, someone may be able to obtain unauthorized access to sensitive information, including personal data, on our systems. We could be the target of a cybersecurity incident, which could result in harm to our reputation and financial losses. Additionally, our customers have been and could be targeted in cybersecurity incidents like an account takeover, which could result in harm to our reputation and financial losses. Additionally, privacy and data protection laws are evolving, and these laws may be interpreted and applied in a manner that is inconsistent with our data handling safeguards and practices that could result in fines, lawsuits, and other penalties, and significant changes to our business practices, products, and services.

Our future success depends on the reliability and security of our wallet. To the extent that our security measures prove to be insufficient or inadequate, we may become subject to litigation, breach notification obligations, or regulatory or administrative sanctions, which could result in significant fines, penalties, damages, harm to our reputation, or loss of customers. If our own confidential business information or sensitive customer information were improperly disclosed, our business could be adversely affected. Additionally, a party who circumvents our security measures could, among other effects, appropriate customer information or other proprietary data, cause interruptions in our operations, or expose customers to hacks, viruses, and other disruptions.

Depending on the nature of the information compromised, in the event of a data breach or other unauthorized access to our customer data, we may also have obligations to notify customers and regulators about the incident, and we may need to provide some form of remedy, such as a subscription to credit monitoring services, pay significant fines to one or more regulators, or pay compensation in connection with a class-action settlement (including under the private right of action under the California Consumer Privacy Act of 2018 (the "CCPA"), which is expected to increase security breach litigation). Such breach notification laws continue to evolve and may be inconsistent from one jurisdiction to another. Any failure or perceived failure by us to comply with these laws may also subject us to enforcement action or litigation, any of which could harm our business. Additionally, the financial exposure from a cyber breach or cyber attack could either not be insured against or not be fully covered through any insurance that we may maintain, and there can be no assurance that the limitations of liability in any of our contracts would be enforceable or adequate or would otherwise protect us from liabilities or damages. Any of the foregoing could have an adverse effect on our business, reputation, operating results, and financial condition.

Furthermore, we may be required to disclose personal data pursuant to demands from individuals, regulators, government agencies, and law enforcement agencies in various jurisdictions with conflicting privacy and security laws, which could result in a breach of privacy and data protection policies, notices, laws, rules, court orders, and regulations. Additionally, changes in the laws and regulations that govern our collection, use, and disclosure of customer data could impose additional requirements with respect to the retention and security of customer data, could limit our marketing activities, and have an adverse effect on our business, operating results, and financial condition.

We are subject to laws, regulations, and industry requirements related to data privacy, data protection and information security, and such laws, regulations, and industry requirements are constantly evolving and changing. Any actual or perceived failure to comply with such laws, regulations, and industry requirements, or our privacy policies, could harm our business.

Various local, state, federal, and international laws, directives, and regulations apply to our collection, use, retention, protection, disclosure, transfer, and processing of personal data. These data protection and privacy laws and regulations are subject to uncertainty and continue to evolve in ways that could adversely impact our business.

For example, The California Consumer Privacy Act of 2018 ("CCPA") imposes significant data privacy and potential statutory damages related to data protection for the data of California residents. The effects of this legislation potentially are far-reaching and may require us to modify our data processing practices and policies and to incur significant costs and expenses in an effort to comply. Further, on November 3, 2020, the California Privacy Rights Act (the "CPRA") was voted into law by California residents. The CPRA, which went into effect on January 1, 2023 and became enforceable on July 1, 2023, significantly amends the CCPA and imposes additional data protection obligations on companies doing business in California, including additional consumer rights processes and opt outs for certain uses of personal and sensitive data. It also creates a new California data protection agency specifically tasked to enforce the law, which will likely result in increased regulatory scrutiny of California businesses in the areas of data protection and security. The CCPA has encouraged similar data privacy laws to be considered and enacted in other states across the United States. For example, in March 2021, the Governor of Virginia signed into law the Virginia Consumer Data Protection Act (the "VCDPA"), which took effect on January 1, 2023. The VCDPA creates consumer rights, similar to the CCPA, and imposes corresponding obligations on covered companies, relating to the access to, deletion of, and disclosures of personal data collected by covered businesses about Virginia residents. The VCDPA provides for civil penalties for violations that are enforceable by the Virginia Attorney General. Further, Colorado, Utah, Connecticut, Iowa, and Indiana, Montana, Tennessee, Florida and Texas have enacted the Colorado Privacy Act, the Utah Consumer Privacy Act, the Connecticut Data Privacy Act, Iowa Consumer Data Protection Act, and the Indiana Consumer Data Protection Act, the Montana Consumer Data Privacy Act, the Tennessee Information Protection Act, the Florida Digital Bill of Rights, and the Texas Data Privacy and Security Act respectively; these laws may impose obligations similar to or more stringent than those we may face under other data protection laws. More generally, these laws mark the beginning of a trend toward more stringent data privacy legislation in the United States, which could also increase our potential liability and adversely affect our business. Recent, new, and proposed state and federal legislation relating to data privacy may add additional complexity, variation in requirements,

restrictions, and potential legal risk, require additional compliance programs, could impact strategies and availability of previously useful information, and could result in increased compliance costs and/or changes in business practices and policies.

In Europe, the General Data Protection Regulation 2016/679 and applicable national supplementing laws ("EU GDPR") and in the United Kingdom, the United Kingdom data protection regime consisting primarily of the U.K. General Data Protection Regulation and Data Protection Act of 2018 ("UK GDPR", and together with the EU GDPR, the "GDPR") exist to protect personal data. The GDPR creates requirements for in-scope businesses regarding personal data, broadly defined as information relating to an identifiable person.

Non-compliance carries potential significant monetary penalties of up to the higher of 4% of a company's worldwide annual turnover or €20 million/£17.5 million under the EU GDPR and UK GDPR, respectively. They may also order companies to cease/change its processing of personal data, as well as civil claims (including class actions), enforcement notices, assessment notices (for a compulsory audit) and reputational damage.

Under the GDPR, and other privacy regimes globally, we may be subject to rules regarding cross- border transfers of personal data. Recent legal developments in Europe have created complexity and uncertainty regarding transfers of personal data from the European Economic Area ("EEA") and United Kingdom to the U.S. and other jurisdictions. For example, on July 16, 2020, the Court of Justice of the European Union invalidated the EU-US Privacy Shield Framework, under which personal data could be transferred from the EEA to relevant self-certified U.S. entities, and further noted that reliance on the Standard Contractual Clauses alone (a standard, non-negotiable form of contract approved by the European Commission as an adequate personal data transfer mechanism, and a potential alternative to the Privacy Shield Framework) may not necessarily be sufficient in all circumstances. Subsequent European court and regulatory decisions have taken a restrictive approach to international data transfers.

As supervisory authorities within the EEA issue further guidance on international data transfers under the GDPR, and as enforcement actions continue, we could suffer additional costs, complaints and/or regulatory investigations or fines, and/or it could affect our operations and the manner in which we provide our services (e.g. we may have to stop using certain tools and vendors and make other operations changes). There can be no assurances that we will be successful in our efforts to comply with the GDPR or other privacy and data protection laws and regulations, or that violations will not occur, particularly given the complexity of both these laws and our business, as well as the uncertainties that accompany new laws.

Any failure to comply with data protection laws and/or regulations that results in a data security breach could require notifications to data subjects and/or owners under federal, state and/or international data breach notification laws and regulations. The effects of any applicable U.S. state, U.S. federal and international laws and regulations that are currently in effect or that may go into effect in the future, are significant and may require us to modify our data processing practices and policies and to incur substantial costs and potential liability in an effort to comply with such laws and regulations. Responding to allegations of non-compliance, whether or not true, could be costly, time consuming, distracting to management, and cause reputational harm. In addition to government regulation, privacy advocates and industry groups may propose new and different self-regulatory standards. Because the interpretation and application of privacy and

data protection laws are still uncertain, it is possible that these laws may be interpreted and applied in a manner that is inconsistent with one another or inconsistent with our existing data management practices or the features of our products and services. Any actual or perceived failure to comply with these and other data protection and privacy laws and regulations could result in regulatory scrutiny and increased exposure to the risks of litigation or the imposition of consent orders, resolution agreements, requirements to take particular actions with respect to training, policies or other activities, and civil and criminal penalties, including fines, which could harm our business. In addition, we could be required to fundamentally change our business activities and practices or modify our products and services, which could harm our business. Any of the foregoing could result in additional cost and liability to us, damage our reputation, and harm our business.

RISKS RELATED TO THIS OFFERING AND OWNERSHIP OF OUR COMMON STOCK

This is a highly speculative investment.

There is no guaranteed return on this investment. Our business is speculative and there is no assurance that we will satisfy any of our business goals. Because an investment in our Shares involves a high degree of risk, no assurance can be given that you will realize any return on your investment, or that you will not lose your entire investment altogether.

We have substantial discretion in our use of the net proceeds from this Offering and our use of these proceeds may not result in favorable outcomes.

We intend to use the net proceeds of this Offering as set forth in this Memorandum. We may choose, however, to use the net proceeds for different purposes and our management has the option to allocate resources as they determine necessary from time to time. Accordingly, investors will be relying completely on the judgment of management with regard to the use of the net proceeds from this Offering and the results of their allocation of these proceeds may be unfavorable or for purposes with which investors differ. Moreover, the failure of management to apply the funds from this Offering effectively could result in financial losses that could have a material adverse effect on our business.

We have discretionary authority over the use of proceeds.

We plan to use the net proceeds from this Offering for the purposes set forth under "Use of Proceeds." However, we reserve the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which we deem to be in our best interests in order to address changed circumstances or opportunities. As a result of the foregoing, we will have discretion with respect to the use of the proceeds of this or any offering and may apply the proceeds in ways with which you do not agree. Investors must depend upon our management's judgment as to the use of proceeds. If we fail to apply these funds effectively, our business, results of operations, and financial condition may be materially and adversely affected. Investors will not participate in these decisions and must evaluate the consequent risk.

No escrow account has been established for this Offering.

We have not established an escrow account in connection with this Offering. All funds received from investors in connection with this Offering will be deposited and held in our operating account. Because there is no escrow account in operation, any proceeds from the sale of securities offered by us will be available for our immediate use, despite uncertainty about whether we would be able to use such funds to effectively implement our business plan.

Early investors bear greater risk in this Offering, and we may not be able to obtain additional financing.

There is no guarantee that we will raise sufficient funds to fully execute our business plan described in this Memorandum. Even if we do sell the Maximum Offering, we anticipate that we will be required to raise additional funds to continue or grow our business. We may not be able to obtain additional financing as needed on acceptable terms, or at all, which would force us to delay our plans for growth and implementation of our strategy which could materially harm our business, financial condition, and results of operations. If we need additional funds, we may seek to obtain them primarily through equity or debt financings. Those additional financings could result in dilution to our shareholders. A failure to raise sufficient funds in this Offering increases the chance that our business plan will not be successfully executed and that early investors might lose their entire investment.

We have arbitrarily determined the Offering price of our common stock.

The purchase price for the common stock does not bear any relationship to assets, book value, earnings, or other established criteria of value. Among factors considered in determining the purchase price are (i) the prevailing market conditions, including the history and prospects for the industry in which we intend to compete; (ii) our future prospects; and (iii) our capital structure. Therefore, the Offering price of the common stock does not necessarily bear any relationship to established valuation criteria.

Because our Offering does not have a minimum Offering amount, investors will not receive a refund in the event that we do not sell an amount of securities sufficient to pursue our business goals and we may not raise enough funds to continue operations.

Because our Offering lacks a minimum Offering amount and because we will not establish an escrow account in connection with this Offering, no minimum amount of funds are assured, and we may only receive proceeds sufficient to fund operations for a short amount of time. Investors may be in a position where they have invested in us, but we are unable to fulfill our objectives because of a lack of interest in this Offering. We may then have to cease operations, and investors could then lose their entire investment. Further, because there is no escrow account in operation and no minimum investment amount, any proceeds from the sale of securities offered by us will be available for our immediate use, despite uncertainty about whether we would be able to use such funds to effectively implement our business plan.

The majority of our currently outstanding common stock is controlled by our Chief Executive Officer and Vice President

As of the date of this Memorandum, we have 54,946,002 shares of Common Stock outstanding of which an aggregate of 51,266,666 are beneficially owned by Kirk St. Johns, our Chief Executive Officer, and Sterling Griffin, our Vice President (together our "Top Management"). Consequently, our Top Management has approximately 93.4% of the outstanding voting shares and can control us, including our dividend, acquisition, and financing policies as well as other major decisions, by voting their shares of Common Stock, electing our directors, and exercising their powers as officers and shareholders of us.

We use estimates, opinions, and assumptions that may be speculative.

No representation or warranty can be given that the estimates, opinions, or assumptions made herein will prove to be accurate. Any such estimates, opinions, or assumptions should be considered speculative and are qualified in their entirety by the information and risks disclosed in this Memorandum. The assumptions and facts upon which any estimates or opinions herein are based are subject to variations that may arise as future events occur. There is no assurance that actual events will correspond with the assumptions. Potential investors are advised to consult with their tax and business advisors concerning the validity and reasonableness of the factual, accounting, and tax assumptions. Neither our officers and directors nor any other person or entity makes any representation or warranty as to our potential future profitability.

There is no market for our Shares.

There is currently no market for our Shares and investors who purchase our common stock may not be able to easily liquidate their shares even in an emergency.

We currently do not intend to pay dividends on our common stock.

We have never declared or paid cash dividends on our capital stock. We currently intend to retain our future earnings, if any, to finance the development and expansion of our business. The determination to pay dividends will be at the discretion of our board of directors and will depend on our financial condition, results of operations, capital requirements, restrictions contained in any financing instruments, and such other factors as our board of directors deems relevant in its discretion. Accordingly, you may need to sell your shares of our common stock to realize a return on your investment, and you may not be able to sell your shares at or above the price you paid for them, or at all for an indefinite period of time, except as permitted under the Securities Act and the applicable securities laws of any other jurisdiction.

Our investment of the proceeds from this Offering may not yield a favorable return.

There can be no assurance that management's use of proceeds generated through this Offering will prove optimal or translate into revenue or profitability for us. The failure of our management to apply these funds effectively could result in unfavorable returns. Investors are urged to consult with their attorneys, accountants, and personal investment advisors prior to making any decision to invest in us.

RISKS RELATED TO GENERAL ECONOMIC AND OTHER FACTORS

Adverse economic conditions may adversely affect our business.

Our performance is subject to general economic conditions, and their impact on the digital currency asset markets and our customers. The United States and other key international economies have experienced cyclical downturns from time to time in which economic activity declined resulting in lower consumption rates, restricted credit, reduced profitability, weaknesses in financial markets, bankruptcies, and overall uncertainty with respect to the economy. Adverse general economic conditions have impacted the digital currency economy, although the extent of which remains uncertain and dependent on a variety of factors, including market adoption of digital currency assets, global trends in the digital currency economy, central bank monetary policies, instability in the global banking system and other events beyond our control. Geopolitical developments, such as trade wars and foreign exchange limitations can also increase the severity and levels of unpredictability globally and increase the volatility of global financial and digital currency asset markets. To the extent general economic conditions and digital currency assets markets materially deteriorate or the value of digital currency assets decline for a prolonged period, our ability to generate revenue and to attract and retain customers could suffer and our business, operating results and financial condition could be adversely affected. Moreover, even if general economic conditions improve, there is no guarantee that the digital currency economy will similarly improve.

Changes in tax laws, as well as the application of such laws, could adversely impact our financial position and operating results.

Various levels of government are increasingly focused on tax reform and other legislative actions to increase tax revenue. Such proposed changes, as well as regulations and legal decisions interpreting and applying these changes, may have significant impacts on our effective tax rate, cash tax expense, and net deferred tax attributes.

In addition, the IRS has yet to issue guidance on a number of important issues regarding the tax treatment of digital currencies and certain related digital currency assets from which we derive our income. In the absence of such guidance, we will take positions with respect to any such unsettled issues. There is no assurance that the IRS or a court will agree with the positions taken by us, in which case tax penalties and interest may be imposed that could adversely affect our business, cash flows or financial performance.

We may also be subject to non-income taxes, such as payroll, sales, use, value-added, digital services, net worth, property, and goods and services taxes in the United States and various foreign jurisdictions. Specifically, we may be subject to new allocations of tax as a result of increasing efforts by certain jurisdictions to tax activities that may not have been subject to tax under existing tax principles. Companies such as ours may be adversely impacted by such taxes. Tax authorities may disagree with certain positions we have taken. As a result, we may have exposure to additional tax liabilities that could have an adverse effect on our operating results and financial condition.

As a result of these and other factors, the ultimate amount of tax obligations owed may differ from the amounts recorded in our future financial statements and any such difference may harm our operating results in future periods in which we change our estimates of our tax obligations or in which the ultimate tax outcome is determined.

Changes in accounting rules and regulations could adversely affect our financial results.

Accounting rules and regulations are subject to review and interpretation by the Financial Accounting Standards Board (the "FASB"), the SEC and various other governing bodies. A change in U.S. generally accepted accounting principles (GAAP) could have a significant effect on our financial results. Additionally, the adoption of new or revised accounting principles could require that we make significant changes to our systems, processes, and controls. We cannot predict the effect of future changes to accounting principles, which could have a significant effect on our reported financial results and/or our results of operations, cash flows and liquidity.

ESTIMATED USES OF PROCEEDS

We will realize gross proceeds from the Offering of $3,000,000 if the Maximum Offering is achieved. We anticipate the proceeds will generally be used as detailed below. The estimate set forth below is not intended to represent the order of priority in which the proceeds may be applied.

Use	Dollar Amount	% of Gross Proceeds
Marketing and Advertising	$1,000,000	25%
Regulatory and Compliance	$800,000	25%
Technology Development	$750,000	25%
Corporate Operations	$450,000	15%
Total	**$3,000,000**	**100%**

Marketing and Advertising. We intend to use a significant portion of the proceeds of this Offering for marketing and advertising of our business and the Solum Wallet, in-person and online and through traditional media outlets.

Regulatory and Compliance. We anticipate that we will need to spend a significant amount of funds on regulatory and compliance related issues, including obtaining multiple payment processor/money transmitter licenses.

Technology Development. We need to invest in the further development of our technology, including development of our wallet.

Corporate Operations. We want to reserve a portion of the proceeds of this Offering for our general corporate operation expenses, including salaries.

The foregoing represents our best estimate of the application of the gross proceeds of the Offering based upon present plans and current business conditions. Unforeseen events, changing business conditions, and several other factors that are beyond our control may necessitate changes in the application of proceeds. We reserve the right to reallocate the gross proceeds of the Offering among the various uses described for such other purposes, as we deem necessary.

PLAN OF OPERATION

Overview

We are a Florida corporation formed on June 27, 2022. Our mission is to revolutionize the global financial landscape by delivering innovative blockchain-based solutions that aims to empower individual, businesses, and governments to securely transact, remit, and preserve value in a rapidly evolving digital economy. (See "Description of the Business.")

We have a limited operating history upon which an evaluation of us and our prospects can be based. The risks, expense, and difficulties encountered by early-stage companies must be considered when evaluating our prospects. Over the next 12 months, we plan to operate our business as set forth in this section, subject to our ability to receive payment processing licenses on a state-by-state basis; however, there can be no assurance that we will obtain any payment processing licenses in any states. (See "Risk Factors — *We may not obtain payment processing licenses; —We are subject to an extensive and highly-evolving regulatory landscape and any adverse changes to, or our failure to comply with, any laws and regulations could adversely affect our brand, reputation, business, operating results, and financial condition; —The determination of a particular digital currency asset's status as a "security" is subject to a high degree of uncertainty and if inappropriately characterized, may subject us to regulatory scrutiny, investigations, fines, and other penalties, which may adversely affect our business, operating results, and financial condition.*")

Financial Condition

We are still in a very early stage of development. Thus far, we have not finalized our business plan, nor have we launched any of our services or products, including the Solum Wallet. Thus far, we have worked through organizational activities, including engaging officers and establishing a board of directors.

Because we were only recently formed and have no operating results, we believe financial statements would not be meaningful and, thus, no financial statements are being provided with this Memorandum. However, potential investors are encouraged to contact us with questions.

We sold 1,333,332 shares of common stock for $200,000. We also conducted a private convertible note offering beginning in November 2023 and ending June 2024 for an aggregate of $462,500, in which all noteholders subsequently converted to 1,587,804 shares of common stock. We have used the proceeds for technology development and corporate operations. We currently have cash on hand of $100,000.

However, we cannot execute our business plan using our capital contributions and financing proceeds received thus far and will be dependent on the funds from this Offering. With the proceeds from the Maximum Offering, we expect that we will be able to satisfy our cash requirements for the next 12 months. However, our operating expenses cannot be predicted with certainty. They will depend on several factors, including the ability of our management to efficiently manage our day-to-day operations and investments, our ability to raise additional capital on favorable terms, and our ability to launch the Solum Wallet. We anticipate that we will

need to raise additional financing to continue to pursue our business plan and, indeed, launch our Solum Wallet.

Property, Plant, and Equipment

We currently lease space at 120 S. Olive Avenue, Suite 202 West Palm Beach, Florida 33401. We pay $500 per month for 435 square feet of office space under a 12 month lease, expiring on May 31, 2025, subject to renewal.

Employees

If the Maximum Offering is raised, we expect to hire four employees in addition to our current officers during the next 12 months.

DESCRIPTION OF THE BUSINESS

Overview

Solum Global, Inc. ("we," "us," "our," or the "Company") plans to be a transparent monetary network service provider whose proposed product offerings support monetary transactions, transfers, settlement and storage of value integrated into common software applications used by individuals, commercial entities and governmental organizations. Our proposed technology stack (the "Platform") connects our blockchain-based payment network, settlement systems, and storage accounts into the traditional fiat currency economy and existing banking systems for a seamless and instant movement of money between banking and the blockchain.

We plan for the Solum digital wallet (the "Solum Wallet") and supporting technologies to provide users simultaneous connection between their bank account and digital currencies and real world assets such as gold through a variety of applications, platforms, networks, and services operated by ourselves and through third parties, which may be domestic or foreign, such as SumSub, our KYC provider; and Sibylline, our current gateway partner.

We believe that our service provides significant advantages over traditional service providers such as Venmo, PayPal, Zelle, Western-Union, and ecommerce platforms such as Bolt, Stripe and Shopify, and payment card processors such as Visa, Mastercard, and American Express. We also plan for our offerings to provide compelling differentiators to existing digital currency wallets. We offer a complete payment, value storage and settlement solution that integrates global digital currencies, real world assets (e.g., gold) with immediate settlement between parties across a variety of platforms, networks and systems.

Our differentiators are based on three major pillars of our Platform, the Solum Wallet, Solum Rails and Solum Vault. Together, these product offerings allow for the transfer of value at significantly reduced prices, integrate with existing social media, messaging, small business and enterprise applications, and provide for the safe, anonymous and secure storage of value.

Through our Platform, we plan to advance the state of the art transfer protocol, transactions, settlements, remittances and storage that allows individuals, commercial entities and governmental organizations the ability to automate complex multiparty money flows based on triggers, rules and events across systems, networks and value chains.

We plan to apply for payment processing licenses on a state-by-state and country-by-country basis; however, there can be no assurance that we will obtain any payment processing licenses in any states or countries. (See "Risk Factors — *We may not obtain payment processing licenses; —We are subject to an extensive and highly-evolving regulatory landscape and any adverse changes to, or our failure to comply with, any laws and regulations could adversely affect our brand, reputation, business, operating results, and financial condition; —The determination of a particular digital currency asset's status as a "security" is subject to a high degree of uncertainty and if inappropriately characterized, may subject us to regulatory scrutiny, investigations, fines, and other penalties, which may adversely affect our business, operating results, and financial condition.*")

THE SOLUM WALLET

The Solum Wallet will have two distinct aspects. It will serve as a standalone non-custodial electronic wallet that will be available as a downloadable PWA (Progressive Web App), a Chrome browser plug-in, and a mobile app for iOS and Android, and it will serve as a "social wallet" accessible through popular social media apps and messaging services.

The standalone Solum Wallet is a user-friendly, secure, MPC (Multi-Party-Computation) electronic wallet with connections to platforms such as Plaid and other API integrations. The Solum Wallet is planned to function like any other app on a smart phone. We intend for users to be able to register by downloading the Solum Wallet from the Apple App Store, Google Play, the Chrome Store, and our website. As of the date of this Memorandum, our Platform has launched in a V1 edition and there is a risk that it may not see completion. Once connected, we plan for the user to be able to utilize the standalone Solum Wallet to move from traditional money on deposit (fiat) into digital currencies (known as an "on-ramp") and back to fiat (an "off-ramp") as desired. Users who wish to avail themselves of the on-ramp and off-ramp will be required to go through our registration process and input all the necessary information that includes proof of their identity, a connection to their financial institution, and proof of residency to ensure proper Know-Your-Client ("KYC") compatibility. Users can move digital currencies directly through the Solum Wallet, or through an authorized exchange.

The social wallet is being designed to be a custodial wallet that can be controlled by the user.. Interfaces to the social wallet will initially be available through Telegram and X (formerly Twitter), and eventually through Discord, WhatsApp, Facebook, Instagram, YouTube and LinkedIn.

As of the date of this Memorandum, the Solum Wallet has not launched on any platforms and is not available for download and there is a risk that it may never launch. We are designing our registration process to require the user to input all the necessary information regarding the user, their financial institution, and all data to ensure proper Know-Your-Client ("KYC") compatibility.

THE SOLUM RAILS

We are designing the Solum Rails to represent a decentralized, permissionless, and composable system that moves value between accounts based on predetermined rules, events and triggers set by users of the Platform. We anticipate that Solum Rails can be integrated into personal, small business, enterprise, government, and marketplace applications through our API (Application Programming Interface).

We plan that Solum Rails can introduce the concept of "Direct Cash Flow" whereby workflows can be scripted upstream, downstream, and laterally throughout a value chain. For example, a consumer transaction on the web can distribute proceeds received at the point of sale to the retailer, wholesaler, and manufacturer as well as any affiliate marketers. Additionally, distributions for payroll applications may be made directly to employees, from accounts payable systems to vendors or from ERP systems to suppliers.

THE SOLUM VAULT

We are designing the Solum Vault to be a multi-sig (multiple signature) "smart wallet" that can be programmed to optimize the value of the stored assets based on risk and return parameters set by the user.

We anticipate that the Solum Vault can have advanced key-recovery features, helpdesk access and layers of security to support high net worth individuals, institutions, and funds that require the ability to rapidly deploy money while protecting their value and earning yield on their stored assets.

MARKET OPPORTUNITY

The global credit card market size was $489 billion in 2021 and is poised to grow to $961.2 billion by 2030.[1] Once the Solum Wallet is licensed and launched, consumers and merchant processors can have the option of significantly reducing the transaction costs associated with their purchase and sale transactions by utilizing the Solum Wallet.

Although the credit card industry offers a significant opportunity for us, it is only a fraction of the $150 trillion transferred globally in cross border payments on an annual basis.[2] The bulk of cross border payments are business to business transactions which utilize legacy banking wire transfer systems. We believe that the reduced cost of utilizing the Solum Wallet in business-to-business transactions may provide better margins for the transacting parties involved.

GOLD OPPORTUNITY

Another important feature of our Platform is that we plan to offer our users the opportunity to purchase or redeem their digital currencies in gold. The user has the freedom of choice to store value in U.S. dollars, gold, digital currencies, or other fiat currencies that may allow for hedging against local market fluctuations. We anticipate that when the user chooses to redeem their currency in gold, our Platform can connect with gold bullion dealers who will then coordinate the purchase and delivery of the physical gold from gold vaults operated by the various mints that they work with. The gold bullion dealer will hold and have custody of the gold on behalf of the user. The user will then have to coordinate with the respective gold bullion dealer to obtain custody of their gold. The user may have to pay the gold bullion dealer a fee, based on each various dealer. (See "Risk Factors-- *When converting your assets to gold, the gold will be held by third party custodians, which are out of our control, and could be subject to loss, damage, theft or restriction on access; -- The value of gold is fluctuating.)*

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[1] "*Credit Card Payment Market Size, Share & Trends Analysis Report By Card Type (General Purpose Credit cards, Specialty), By Brand (Visa, MasterCard), By Application (Food and Groceries, Health and Pharmacy, Restaurants and Bars, Consumer Electronics, Media and Entertainment, Travel and Tourism) and By Region(North America, Europe, APAC, Middle East and Africa, LATAM) Forecasts, 2024-2032*"; Report Code: SRTE1476DR; by Straits Research; https://straitsresearch.com/report/credit-card-payment-market#:~:text=Market%20Overview,credit%20card%20payments%20market%20share. (Accessed June 18, 2024)

[2] "*Cross-border Payments Market Size, Share, Competitive Landscape and Trend Analysis Report by Channel, by Transaction Type, by Enterprise Size, by End User: Global Opportunity Analysis and Industry Forecast, 2023-2032*"; BI: Financial Services, Nov 2023; Report Code: A288119; Author Name(s): Ravi Raj and Onkar Sumant; https://www.alliedmarketresearch.com/cross-border-payments-market-A288119#:~:text=The%20global%20cross%2Dborder%20payments,7.3%25%20from%202023%20to%202032. (Accessed June 18, 2024)

Gold has managed to maintain its value through the ages and unlike paper currency, coins, or other assets, it has been a stable way to pass on and preserve the value of wealth from one generation to the next. A central bank or a nation often held gold reserves in order to store value as a guarantee to redeem promises to pay depositors or to secure a currency. In 2017, the price of Bitcoin reached parity with gold (by ounce),[3] grabbing the attention of gold investors around the world.

Historically gold has been an excellent hedge against inflation because of its tendency to increase in value when the cost of living increases. Because of its relative stability and the rate of return as an investment, it is an attractive commodity.

Gold offers:

- Safety: As a high-quality, relatively liquid asset, gold can help preserve capital, diversify portfolios, mitigate risks, and serves as valuable collateral.
- Liquidity: Operating in large markets that rival those of major sovereign bonds, gold is one of the most highly traded financial assets, with low transactional costs and universal acceptance.
- Return: Since 1997,[4] the average annual return on gold, in U.S. dollar terms, has consistently outperformed the average returns on U.S. Treasuries, Eurobonds, Japanese government bonds, and U.K. gilts over 10-year, 5-year and 1-year time horizons.

POTENTIAL REVENUE STREAMS

Transaction Fees

We anticipate that each time a dollar moves through our POS platform via the Solum Wallet, it generates a fee of 1/10th of 1%. As an example, transactions totaling $100 million over a 24-hour period would generate $100,000 dollars in fees during that same period.

Custodial Account Management Fees

We plan to contract with corporations through exclusive management service agreements, where we advise on corporate operations, and regulatory requirements for digital asset licenses both within and outside of the U.S. At this time, we do not have any active Custodial Account Management contracts and there can be no guarantee that will ever enter into any Custodial Account Management contracts.

Competition

The competition for the Solum solution is growing and will continue to see new players. Current direct competition is Paypal, Stripe, Western Union, and other currently existing payment processors and others who may be working on plans now. There is also competition from existing cryptocurrencies such as such as Circle, Ltd.

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[3] "*The Price of Bitcoin is Now Worth More Than One Ounce of Gold*" by Stan Higgins, March 2, 2017, Updated Sep 14, 2021; https://www.coindesk.com/markets/2017/03/02/the-price-of-bitcoin-is-now-worth-more-than-one-ounce-of-gold/ (Accessed June 18, 2024)

[4] "*Is it a golden era for gold?"* by Yuxuan Tang and Stephen Jury; March 13, 2024; https://privatebank.jpmorgan.com/nam/en/insights/markets-and-investing/is-it-a-golden-era-for-gold (Accessed June 18, 2024)

Any of these players and new entries into the marketspace may come online with additional feature sets, product offerings, and/or price points that have material impact on our business plans

While significant competition exists, we consider the movement of large companies such as PayPal and Stripe into the digital currency space to be a sign of the growing landscape and thus our decision to enter this space.

Employees

We currently have five full time employees.

Legal Proceedings

To the best knowledge of our management, there are no pending or threatened legal proceedings against us.

Properties

We currently lease space at 120 S. Olive Avenue, Suite 202 West Palm Beach, Florida 33401. We pay $500 per month for 435 square feet of office space under a 12 month lease, expiring on May 31, 2025, subject to renewal.

MANAGEMENT

Our Board of Directors and executive officers are as follows:

Name	Age	Position with the Company
Kirk St. Johns	56	Chief Executive Officer and Director
Richard Schmidtke	63	Chief Financial Officer and Director
Sterling Griffin	62	Vice President, Secretary, and Director
Evgeni Mitkov	49	Chief Technology Officer
Sebastian Serrel-Watts	59	Director
Geary Stonesifer	60	Director
Anthony DeLeonardo	32	Director
Robert Anderson	54	Director
Rob Good	56	Director
Gary Sahni	49	Director

Biographical Information

Directors and Executive Officers

The following is a summary of certain biographical information concerning our current directors and our executive officers.

Kirk St. Johns, *Chief Executive Officer and Director*

Kirk St. Johns is a pioneer in the digital currency space and was an early stage adopter and crypto keynote speaker since 2014. His 25 years of technology innovation include collaborating with one of the first national ISP's while developing some of the earliest commercially viable ecommerce marketplaces. He was part of a team that created a national based real estate MLS and designed one of the first cloud-based solutions for an Electronic Health Registry (EHR).

Richard Schmidtke, *Chief Financial Officer and Director*

Richard Schmidtke is the founder of Schmidtke & Associates, PLLC and has been in public accounting for over 30 years. Rich has developed skills and first-hand experience that offer a valuable perspective for small and middle market companies, as well as a wide range of industries, including tax planning, real estate, technology, retail, and manufacturing. He has been directly or indirectly involved in raising over $75 million for start-up companies. His specialty is working with start-up companies to establish a strong foundation from capital formation to hiring of executives, and implementing business plans.

Sterling Griffin*, Vice President, Secretary, and Director*

Sterling Griffin, with over 35 years in residential real estate, founded Harbor Custom Development, Inc. in 2014 and led it to a successful Nasdaq IPO in 2020. As CEO, he oversaw Harbor's growth, raising $122.2 million and acquiring real estate assets across Washington, Texas, California, and Florida, resulting in over $225 million in sales.

***Evgeni Mitkov**, Chief Technology Officer*

Evgeni Mitkov boasts 25 years of capital markets expertise, including a decade in blockchain and digital currency innovation. He pioneered FX options trading systems, introduced the first FX option ECN and expanded the interbank FX option market to the buy-side. Evgeni facilitated the first live CDBC cross-border transactions, conducted ICO launches, developed multiple blockchain systems and advised governments in Europe, Africa, and Asia on blockchain strategies.

***Sebastian Serrel-Watts**, Director*

Sebastian Serrel-Watts is a seasoned C-suite executive who has diverse experience across film, media, and finance, including Merrill Lynch. He executed a successful reverse merger, launching a publicly traded veterinary oncology firm, where he served as EVP and board member. Currently, he is the COO at Diva Pharmaceuticals, focusing on international sales of OTC, Rx , and medical device products. He also serves as COO of associated company, Regulatory Compliance Solutions, providing regulatory compliance to the pharmaceutical industry.

***Geray Stonesifer**, Director*

Geary Stonesifer has two decades of experience in investment banking including roles at Alex, Brown, Deutsche Bank, and J.P. Morgan with a focus on equity originations and institutional equities. He led a multi-industry Belizean company's turnaround from 2010 to 2014, spanning beverages, shipping, retail, and food. Today, he owns Mrs. Peters Food Company, a national player in retail smoked seafood. Stonesifer holds a BA from Duke University, an MBA from Tulane University, and an MSc in Biotechnology from Johns Hopkins University.

***Anthony DeLeonardo,** Director*

Anthony DeLeonardo is currently a Managing Partner and Head of Underwriting at Corporate Capital Solutions since 2018. Anthony was instrumental in securing a $20 million loan origination line of credit for the company in 2023. He has underwritten and originated over $300 million in loans during his tenor at CCS. Prior to CCS, Anthony worked at various global financial boutique consulting firms in NYC and Dubai. Anthony received a BS in Business Finance from Stockton University and is an active volunteer at his church in Miami.

***Robert Anderson**, Director*

Robert Anderson is currently the co-founder and managing broker of Tortoise Realty Group in Florida. His journey in the fintech and real state sectors began with an 18-year tenure at Achieve, a software development company that he co-founded. Robert created and managed a multi-language and multi-currency online payment platform, instrumental in processing over $100 million in global transactions and embedding merchant services and fintech solutions into various projects for high-profile clients such as Nike and Major League Baseball. Robert then leveraged his deep fintech experience sin a multi-year project with JP Morgan Chase where he developed a global event management and payment platform.

Rob Good, *Director*

Rob Good is a crypto enthusiast, investor, business founder, entrepreneur, and owner of The Good Group, a unique boutique commercial real estate brokerage, development consulting and advisory firm, established for over 20 years, with offices located in South Florida and the Atlanta Metro markets. Prior to founding The Good Group, Rob previously served in leadership roles for a large multinational, publicly traded, professional services firm for the natural and built assets, a regional southwest land development consulting company, and national planning and design consulting firm.

Gary Sahni, *Director*

Gary Sahni is the owner and CEO of Sahni Enterprises, In., a $40 million, multi-industry corporation with operations spanning the United States, Europe, India, and China, encompassing manufacturing, importation, distribution of wholesale goods, real estate, and restaurants. Honored with the Great British Entrepreneur Award, Gary's prior company was recognized for its achievements by INC and Forbes Magazine as the leading wholesale company and among Georgia's fastest-growing companies.

Family Relationships

There are no family relationships between any of our directors or executive officers.

Indemnification

Liability of our officers and directors is eliminated to the fullest extent permitted by law. Our charter provides that we will indemnify, under certain circumstances, directors, officers, employees, and our agents against actions, suits, expenses, judgments, fines, and other losses incurred by them as a director, officer, employee, or agent of us.

Lack of Separate Representation

The attorneys, accountants, and other experts who perform services for us do not represent our shareholders. It is anticipated that such representation will continue in the future. Accordingly, investors should consult with their own counsel for advice concerning a purchase of the Shares. Attorneys and other professionals representing us do not represent, and shall not be deemed pursuant to provisions of applicable codes of professional responsibility to have represented, or be representing, investors, in any respect. In the event litigation is commenced against us, potential conflicts of interest may occur, and our shareholders may have to retain separate counsel in certain circumstances.

Policies and Procedures for Transactions with Related Persons

All future related party transactions will be voted upon by the disinterested Board of Directors. The Board of Directors is responsible for evaluating each related party transaction and making a recommendation to the disinterested members of the Board of Directors as to whether the transaction at issue is fair, reasonable, and within our policy and whether it should be ratified and approved. The Board of Directors will consider various factors, including the benefit of the

transaction to us, the terms of the transaction and whether they are at arm's-length and in the ordinary course of our business, the direct or indirect nature of the related person's interest in the transaction, the size and expected term of the transaction and other facts and circumstances that bear on the materiality of the related party transaction under applicable law and listing standards. The Board of Directors will review, at least annually, a summary of our transactions with our directors and officers and with firms that employ our directors, as well as any other related person transactions.

PRINCIPAL STOCKHOLDERS

Immediately prior to the completion of this Offering, there are 54,921,136 shares of our common stock outstanding as of the date of this Offering Circular. The following table sets forth the beneficial ownership of our common stock immediately prior to and immediately after the completion of this Offering (assuming that we raise the Maximum Offering) by:

- each of our directors;
- each of our named executive officers;
- all of our directors and executive officers as a group; and
- each person known by us to be the beneficial owner of 5% or more of our outstanding common stock.

We have determined beneficial ownership in accordance with the rules of the Commission. These rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities. In addition, the rules include shares of common stock issuable pursuant to the exercise of stock options and warrants that are either immediately exercisable or exercisable on or before the date which is 60 days after the date of this Offering Circular. These shares are deemed to be outstanding and beneficially owned by the person holding those options and warrants for the purpose of computing the percentage ownership of that person, but they are not treated as outstanding for the purpose of computing the percentage ownership of any other person. Unless otherwise indicated, the persons or entities identified in this table have sole voting and investment power with respect to all shares shown as beneficially owned by them, subject to applicable community property laws.

Name and Address of Beneficial Owner[8]	**# of Shares**	**% of Class**	**% of Class after Offering**
Kirk St. Johns, *Chief Executive Officer*	25,633,333	46.7%	42.1%
Richard Schmidtke, *CFO and Director*	200,000[1]	*	*
Sterling Griffin, *Vice President and Director*	25,633,333[2]	46.7%	42.1%
Evgeni Mitkov, *Chief Technology Officer*	300,000[3]	*	*
Sebastian Serrell-Watts, *Director*	1,095,000[4]	2%	1.8%
Geary Stonesifer, *Director*	758,199	1.4%	1.3%
Anthony DeLeonardo, *Director*	1,060,566[5]	1.9%	1.7%
Robert Anderson, *Director*	-	-	-
Rob Good, *Director*	2,260,617[6]	4%	3.6%
Gary Sahni, *Director*	500,000[7]	*	*
All Officers Directors as a Group (ten persons)	57,441,048	96.8%	88%

*Less than 1%.

(1) Consists of fully vested options to purchase 200,000 shares of common stock with an exercise price of $0.15 and a term of five years.
(2) Shares held by SEG Block Chain, LLC, which is beneficially owned by Sterling Griffin.
(3) Consists of fully vested options to purchase 300,000 shares of common stock with an exercise price of $0.15 and a term of five years.
(4) Includes fully vested options to purchase 361,666 shares of common stock with an exercise price of $0.15 and a term of five years.

(5) Consists of fully vested options to purchase 1,060,566 shares of common stock with an exercise price of $0.15 and a term of five years.
(6) Includes fully vested options to purchase 2,000,000 shares of common stock with an exercise price of $0.15 and a term of five years.
(7) Consists of options to purchase 500,000 shares of common stock with an exercise price of $0.15, that vest in equal monthly installments over the course of 24 months and a term of five years.
(8) The address is 120 S. Olive Avenue, Suite 202, West Palm Beach, Florida 33401

DESCRIPTION OF SECURITIES

Organizational Structure

Solum Global, Inc. was originally formed in the state of Florida as a limited liability company on June 27, 2022 and was converted to a corporation on August 1, 2023.

Our authorized capital stock consists of 200,000,000 authorized shares, consisting of 150,000,000 shares of common stock and 50,000,000 shares of preferred stock.

Common Stock

Immediately prior to this Offering, there are 54,921,136 shares of common stock outstanding. Upon the completion of this Offering, assuming we raise the Maximum Offering amount, as a result of the issuance of 6,000,000 shares of common stock, there will be 60,921,136 shares of common stock issued and outstanding.

Each holder of our common stock is entitled to one vote per each share on all matters to be voted upon by the common shareholders, and there are no cumulative voting rights. Subject to applicable law and the rights, if any, of the holders of outstanding shares of any series of preferred stock we may designate and issue in the future, holders of our common stock shall be entitled to vote on all matters on which shareholders generally are entitled to vote. Subject to the rights, if any, of the holders of outstanding shares of any series of preferred stock we may designate and issue in the future, holders of our common stock will be entitled to receive ratably the dividends, if any, as may be declared from time to time by our board of directors out of funds legally available for that purpose. If there is a liquidation, dissolution or winding up of the, subject to the rights, if any, of the holders of outstanding shares of any series of preferred stock we may designate and issue in the future, holders of our common stock would be entitled to ratable distribution of our assets remaining after the payment in full of our liabilities.

Under the terms of our governing documents, the holders of our common stock have no preemptive or conversion rights or other subscription rights, and there are no redemption or sinking fund provisions applicable to the common stock. All currently outstanding shares of our common stock are fully paid and non-assessable. The rights of the holders of our common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future.

Preferred Stock

Our Articles of Incorporation authorize our board of directors to establish one or more series of preferred stock. Unless required by law or any stock exchange, the authorized but unissued shares of preferred stock will be available for issuance without further action by our shareholders. Our board of directors is authorized to divide the preferred stock into series and, with respect to each series, to fix and determine the designation, terms, preferences, limitations, and relative rights thereof, including dividend rights, dividend rates, conversion rights, voting rights, redemption rights and terms, liquidation preferences, sinking fund provisions and the number of shares constituting the series. Without shareholder approval, we could issue preferred stock that could impede or discourage an acquisition attempt or other transaction that some, or a

majority, of our shareholders may believe is in their best interests or in which they may receive a premium for their common stock over the market price of the common stock.

Stock Options

On October 24, 2023, we established the Solum Global, Inc. 2023 Incentive and Nonstatutory Stock Option Plan (the "Stock Option Plan"). The purpose of the Stock Option Plan is to promote our long-term growth and profitability by (i) providing key people with incentives to improve stockholder value and to contribute to our growth and financial success, and (ii) enabling us to attract, retain and reward the best-available persons.

Authorized shares. A total of 15,000,000 shares of our common stock have been reserved for issuance pursuant to the exercise of options issued from the Stock Option Plan.

Plan administration. Our board of directors administers our Stock Option Plan.

Stock options. Stock options may be granted under our Stock Option Plan. The exercise price of options granted under our Stock Option Plan must at least be equal to the fair market value of our common stock on the date of grant. The term of an incentive stock option may not exceed ten years, except that with respect to any participant who owns more than 10% of the voting power of all classes of our outstanding stock, the term must not exceed five years and the exercise price must equal at least 110% of the fair market value on the grant date. The administrator will determine the methods of payment of the exercise price of an option, which may include cash, shares, or other property acceptable to the administrator, as well as other types of consideration permitted by applicable law. After the termination of service of an employee, director, or consultant, he or she may exercise his or her option for the period of time stated in his or her option agreement. Generally, if termination is due to death or disability, the option will remain exercisable for 12 months. In all other cases, the option will generally remain exercisable for three months following the termination of service. However, in no event may an option be exercised later than the expiration of its term. Subject to the provisions of our Stock Option Plan, the administrator determines the other terms of options.

Options granted. To date, we have issued options to purchase 8,836,132 shares of common stock from our Stock Option Plan.

Non-transferability of awards. Unless the administrator provides otherwise, our Stock Option Plan generally does not allow for the transfer of awards and only the recipient of an award may exercise an award during his or her lifetime.

Certain adjustments. In the event of certain changes in our capitalization, to prevent diminution or enlargement of the benefits or potential benefits available under our Stock Option Plan, the administrator will adjust the number and class of shares that may be delivered under our Stock Option Plan and/or the number, class and price of shares covered by each outstanding award and the numerical share limits set forth in our Stock Option Plan. In the event of our proposed liquidation or dissolution, the administrator will notify participants as soon as practicable and all awards will terminate immediately prior to the consummation of such proposed transaction.

Merger or change in control. Our Stock Option Plan provides that in the event of a merger or change in control, as defined under the Stock Option Plan, each outstanding award will be treated as the administrator determines, except that if a successor corporation or its parent or subsidiary does not assume or substitute an equivalent award for any outstanding award, then such award will fully vest, all restrictions on the shares subject to such award will lapse, all performance goals or other vesting criteria applicable to the shares subject to such award will be deemed achieved at 100% of target levels and all of the shares subject to such award will become fully exercisable, if applicable, for a specified period prior to the transaction. The award will then terminate upon the expiration of the specified period of time.

Amendment, termination. The administrator has the authority to amend, suspend, or terminate the Stock Option Plan provided such action will not impair the existing rights of any participant. Our Stock Option Plan will automatically terminate in 2033, unless we terminate it sooner.

Dividends

We currently intend to retain our future earnings, if any, to finance the development and expansion of our business. The determination to pay dividends will be at the discretion of our Board of Directors and will depend on our financial condition, results of operations, capital requirements, restrictions contained in any financing instruments, and such other factors as our Board of Directors deems relevant in its sole discretion. Accordingly, you may need to sell your shares to realize a return on your investment, and you may not be able to sell your shares at or above the price you paid for them.

Restrictions on Transfer

The Shares are being offered pursuant to exemptions from the registration requirements of the Securities Act and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available and state securities laws are complied with. We are under no obligation to register our securities under the Securities Act or any state securities laws. Any certificates or documents evidencing our securities will bear appropriate legends with respect to these restrictions.

TERMS OF THE OFFERING

The securities offered hereunder have not been registered under the Securities Act and, consequently, may not be resold unless they are subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available.

Purchase Price

The purchase price for the Shares offered hereby is $0.50 per Share.

Offering Term

The Offering shall terminate at such time as (a) we have raised the Maximum Offering (b) the Offering is earlier terminated by us, in our sole discretion; or (c) December 31, 2024, unless extended by us.

Plan of Distribution

The Shares are being offered on a best efforts basis by our officers and directors, who will not be paid any compensation or receive any commissions related to the sale of the Shares.

Offering Expenses

We will pay all of our expenses associated with this Offering, whether or not any shares are sold, including all expenses incident to filings with federal and state regulatory authorities, our legal counsel, marketing expenses, and all costs of printing or distribution of the Memorandum. Any investor desiring to engage separate legal counsel in connection with this Offering will be responsible for the fees and costs of such separate representation.

Subscription Procedures and Payments

The Shares will be offered and sold to prospective investors who appropriately complete and deliver a Subscription Agreement and such other documents as may be requested (collectively the "Subscription Documents") together with their subscription payments. The Subscription Documents set forth certain terms and conditions regarding an investment in the Shares. In addition, the Subscription Documents contain representations and warranties of the prospective investors that we will rely on in complying with our obligations under the applicable securities laws. Therefore, care should be taken in reading and completing the Subscription Documents to ensure accuracy and completeness.

An investor wishing to subscribe for Shares must deliver the following:

(a) a duly completed and executed Subscription Agreement in the form attached as Exhibit B to this Memorandum;

(b) documents required to verify the prospective investor's Accredited Investor status, as set forth in the Subscription Agreement; and

(c) a regular, certified check, bank draft, money order, or wire in an amount equal to $0.50 times such number of Shares being subscribed for.

We may reject or accept, in our exclusive discretion, in whole or in part, in one or multiple installments, any prospective investor's Subscription Agreement. Subscriptions will be rejected for failure to conform to the requirements of the Offering, insufficient documentation, over-subscription of the Offering, or for such other reasons as we may determine in our sole discretion. Investors who have tendered their subscription proceeds may not withdraw their subscriptions, even if we have not yet accepted the subscription. We will return subscription funds, without interest thereon or deduction therefrom, to any investor whose subscription is not accepted.

Suitability Requirements

The Shares will be offered to "Accredited Investors" only, as defined in Rule 501 of Regulation D, promulgated under the Securities Act, whose status as such has been verified. (See "Suitability Standards.") Our management may invest in this Offering, provided that such investments are made for investment purposes and not with a view towards distribution or re-sale.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL, OR THE SOLICITATION OF AN OFFER TO BUY, THE SHARES AS TO ANY PERSON OR ENTITY UNLESS AND UNTIL WE HAVE DETERMINED (IN OUR SOLE DISCRETION) THAT SUCH PARTY POSSESSES THE REQUIRED QUALIFICATIONS. EACH INVESTOR WILL BE REQUIRED TO MAKE CERTAIN REPRESENTATIONS TO US, INCLUDING REPRESENTATIONS AS TO INVESTMENT INTENT, DEGREE OF SOPHISTICATION, ACCESS TO INFORMATION CONCERNING US, AND THE INVESTOR'S ABILITY TO BEAR THE ECONOMIC RISK OF THE INVESTMENT.

SUITABILITY STANDARDS

Prospective investors should carefully consider each of the risks associated with this Offering, particularly those described in "Risk Factors." In view of these risks, this Offering is available only to investors who have substantial net worth and no need for liquidity in their investments and who are "Accredited Investors" as that term is defined under the Securities Act, whose status as such has been verified, as well as otherwise pursuant to federal regulation, including non-U.S. Persons as defined in Rule 902 of Regulation S of the Securities Act. We, in reliance upon the criteria set forth in Rule 501(a) promulgated under the Securities Act, have established investor suitability standards for investors. The Shares will be sold only to an investor who is a non-U.S. Persons as defined in Rule 902 of Regulation S of the Securities Act and to U.S. Persons who:

(a) represents that such investor is acquiring the Shares for such investor's own account, for investment only not with a view to the resale or distribution thereof;

(b) acknowledges that the right to transfer the Shares will be restricted by the Securities Act, applicable state securities laws, and certain contractual restrictions, and that the investor's ability to do so will be restricted by the absence of an active market for our securities; and

(c) represents that such investor qualifies as one or more of the following:

(1) an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(2) a director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(3) a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000 (exclusive of principal residence);

(4) a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(5) a trust with total asset in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii);

(6) an entity in which all of the equity owners are Accredited Investors;

(7) an individual that holds professional certification or designation or credentials in good standing from an accredited institution that the SEC has designated as sufficient to demonstrate his or her investment knowledge, which initially

consists of Series 7, Series 65, or Series 82 exams (but may be expanded by the SEC in the future);

(8) any entity not otherwise specified in the accredited investor definition and not formed for the specific purpose of acquiring the securities offered that owns more than $5,000,000 in "investments" as defined in Rule 2a51-1(b);

(9) an individual who is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940, as amended ("Investment Company Act"), of the private fund issuer of the securities being offered or sold;

(10) an investment adviser registered under the Investment Advisers Act of 1940, as amended ("Advisers Act"), or a person exempt from registration as a private fund adviser or a venture capital adviser;

(11) a "family office," as defined in Rule 202(A)(11)(G)-1 under the Advisers Act (the "Family Office Rule") not formed for the specific purpose of acquiring the securities offered with more than $5,000,000 in assets under management whose investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the investment; or

(12) a "family client" as defined in the Family Office Rule, of a family office that satisfies the requirements in (11) above and whose investments are directed by that family office.

For the purposes of Section 2(a)(51) of the Securities Act (as referenced above), the term "investments" means:

(a) securities (as defined by section 2(a)(1)of the Securities Act of 1933), other than securities of an issuer that controls, is controlled by, or is under common control with, the prospective qualified purchaser that owns such securities, unless the issuer of such securities is: (i) an investment vehicle; (ii) a public company; or (iii) a company with shareholders' equity of not less than $50 million (determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements, provided that such financial statements present the information as of a date within 16 months preceding the date on which the prospective qualified purchaser acquires the securities of a Section 3(c)(7) company;

(b) real estate held for investment purposes;

(c) commodity interests held for investment purposes;

(d) physical commodities held for investment purposes;

(e) to the extent not securities, financial contracts (as such term is defined in section 3(c)(2)(B)(ii) of the Investment Company Act) entered into for investment purposes;

(f) in the case of a prospective qualified purchaser that is a Section 3(c)(7) company, a company that would be an investment company but for the exclusion provided by Section 3(c)(1) of the Investment Company Act, or a commodity pool, any amounts payable to such prospective qualified purchaser pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the prospective qualified purchaser upon demand or the prospective qualified purchaser; and

(g) cash and cash equivalents (including foreign currencies) held for investment purposes. For purposes of this section, cash and cash equivalents include: (i) bank deposits, certificates of deposit, bankers acceptances, and similar bank instruments held for investment purposes; and (ii) net cash surrender value of an insurance policy.

Verification of Accredited Investor Status

All investors must verify their Accredited Investor status. There are several ways to verify Accredited Investor status. Note that this list is not exhaustive and if a prospective investor cannot provide one of the following documents, we may be able to work with the prospective investor to verify Accredited Status in some other way:

For Accredited Investors under the net worth standard:

One or more of the following types of documents dated within three months of investment:

(i) For assets: bank statements, brokerage statements, and other statements of securities holdings, certificates of deposit, tax assessments, and appraisal reports issued by independent third parties; and

(ii) For liabilities: a consumer report from at least one of the nationwide consumer reporting agencies or written representation from the investor that all liabilities necessary to determine net worth have been disclosed.

For Accredited Investors under the income standard:

(a) Any IRS form that reports the investor's income for the two most recent years (e.g., Form W-2, Form 1099, Schedule K-1 to Form 1065; Form 1040); and

(b) A written representation from the investor that he, she, or it has a reasonable expectation of reaching the income level necessary to qualify as an Accredited Investor during the year of investment.

For Accredited Investors under the occupation or license standard:

One or more documents showing licensure or registration, including CRD numbers.

For any other Accredited Investor:

A written confirmation from one or more of the following persons or entities that such person or entity has taken reasonable steps within the prior three months to verify that the investor is an Accredited Investor:

(i) A registered broker-dealer

(ii) A federal or state registered investment adviser;

(iii) A licensed attorney who is in good standing in all jurisdictions where he or she is admitted to practice law;

(iv) A certified public accountant who is in good standing in the place of his or her residence or principal office;

(v) A certified financial planner; or

(vi) Another licensed professional.

For your convenience, we have included in the Subscription Documents a Verification Form for your professional to use.

NOTE: Where an individual investor and their spouse are jointly qualifying for Accredited Investor status, any documents required above are required with respect to both the investor and his or her spouse.

Investors will be required to make certain representations and to satisfy certain other standards of suitability and conditions, which are set forth in a Subscription Agreement (annexed hereto as Exhibit B) that must be executed by all investors in this Offering.

The suitability standards referred to above are minimum requirements; the satisfaction of such standards does not mean that investment in us is a suitable investment for an investor. In addition, we may revoke the offer made herein and refuse to sell any securities to a prospective investor for any other reason whatsoever, even if such investor returns a Subscription Agreement containing appropriate representations and verification documents.

EXHIBIT B

SUBSCRIPTION AGREEMENT

SOLUM GLOBAL

SOLUM GLOBAL, INC.
(the "Company")

INSTRUCTIONS FOR COMPLETION OF SUBSCRIPTION AGREEMENT

(If you have previously invested in the Company, you need only complete Item I and IX and any other Items where your information has changed since your previously submitted Subscription Agreement.)

Item I: Name and address information must be provided. Securities will be issued in the name(s) set forth in this Item and delivered to the address set forth in this Item. If two people are subscribing jointly, both people must provide their names and social security numbers. A telephone number must also be provided.

Item II: If the securities are to be held in a different name than the investor and sent to a different address (i.e., an IRA or other account held at a brokerage firm), this Item must be completed. If the securities are to be issued and delivered directly to the entity listed in Item I, this Item need not be completed.

Item III: This Item needs to be read by the investor, but nothing needs to be written here.

Item IV: A. Only complete this Item by checking the appropriate line if you are an individual investor or are an entity qualifying as an accredited investor through the accreditor investor status of an individual.
B. Only complete this Item if you are an entity investor.
C. Only complete this Item if you are a trust investor.

Item V: This Item must be completed only if you are relying on an income standard (i.e., you checked or initialed Item IV.A.1.).

Item VI: At least one of the numbered verification methods must be initialed in this Item and the indicated documents provided.

Item VII: This Item needs to be read by the investor, but nothing needs to be written here.

Item VIII: Federal Law requires us to collect information on the sources of funds. Please complete section 1, add the documents requested in section 2 only if funds did not come from an approved country (U.S. is approved), and complete section 3.

Item IX: The Subscription Agreement must be signed and dated here.

Item X: Your broker, if any, must complete this item and sign to verify that this is a suitable investment, as well as for record keeping purposes.

Appendix I If you are relying on a third party to verify your status as an Accredited Investor, please have the verifying party complete the Accredited Investor Status Verification form attached as Appendix I.

INSTRUCTIONS FOR PAYMENT

Review and complete the Subscription Agreement and mail, fax or deliver it, along with a check (bearing subscriber's name) made payable to "Solum Global, Inc." in the amount of your total subscription to:

Solum Global, Inc.
Attn: Kirk St. Johns
120 S. Olive Avenue, Suite 202
West Palm Beach, FL 33401
kirk@solum.global

If you prefer to send a wire transfer instead of a check, please mail, fax, or deliver your completed Subscription Agreement to the address above and send the wire transfer using these instructions:

Domestic Wiring Instructions

Timberland Bank
3105 Judson Street, Suite A
Gig Harbor, WA 98335
ABA #: 325170754
Account Name: Solum Global, Inc.
Account #: 1501233629
120 S. Olive Avenue, Suite 202
West Palm Beach, FL 33401

If you need assistance, please contact:

Kirk St. Johns at Solum Global, Inc.
Email: kirk@solum.global

SUBSCRIPTION AGREEMENT
SOLUM GLOBAL, INC.

Please read all instructions and the terms and conditions of this Subscription Agreement (this "Agreement") carefully before filling out this Agreement. This is a legally binding document. If you need assistance, please email Kirk St. Johns at kirk@solum.global.

- When Agreement is complete, mail the Agreement and your investment to:

Solum Global, Inc.
120 Olive Avenue, Suite 202
West Palm Beach, FL 33401
Email: kirk@solum.global

- Make checks payable to "Solum Global, Inc."

_____ Check here if you are sending your subscription funds by wire transfer.
_____ Check here if you previously invested in this Offering.

$_____Investment Amount for (#) _____ Shares of Common Stock ($0.50 per Share; minimum 50,000 Shares for $25,000 unless otherwise approved by the Company).

I. ACCOUNT REGISTRATION

☐ Individual Account

☐ Individual Retirement Account (IRA)

☐ Joint Registration
If no box below is checked, we will issue the securities as JTWROS.

☐ Joint Tenants with Rights of Survivorship
☐ Tenants in Common
☐ Tenants by Entirety
☐ Community Property

☐ Pension, Employee, Benefit, or Profit Sharing Plan

☐ Corporation, Partnership, Limited Liability Company, Trust, or Other Entity

_____
Name of INDIVIDUAL, CUSTODIAN, CORPORATION, TRUST, or BENEFICIARY

M or F _____ _____ ☐ PLEASE PUT A CHECK NEXT TO THE SOC. SEC. # OR TAX ID. # RESPONSIBLE FOR TAXES.
Date of Birth Soc. Sec./Tax ID #

_____
Name of JOINT INVESTOR or CO- TRUSTEE *(if applicable)*

M or F _____ _____ ☐ WE WILL REPORT THIS NUMBER TO THE IRS.
Date of Birth Soc. Sec./Tax ID #

Marital Status (please check one) ☐ Single ☐ Married ☐ Separated ☐ Divorced

HOME ADDRESS -THIS ADDRESS WILL BE USED FOR MAILING UNLESS YOU INDICATE OTHERWISE

_____ _____
Street Address Email Address

_____ _____ _____
City State ZIP+4

Home Phone Number (with Area Code) (_____) _____ Fax Number (with Area Code) (____) _____

BUSINESS ADDRESS ☐ **USE THIS ADDRESS FOR MAILING**

_____ _____
Name of Company Email Address

_____ _____
Street Address Unit Number

_____ _____ _____
City State ZIP+4

Business Phone Number (with Area Code) (____) _____ Fax Number (with Area Code) (____) _____

II. ALTERNATIVE DISTRIBUTION INFORMATION

To direct distributions to a party other than the registered owner, complete the information below**. YOU MUST COMPLETE THIS ITEM IF THIS IS AN IRA INVESTMENT.**

Name of Firm (Bank or Brokerage): _____

Account Name: _____

Account Number: _____

Address: _____

City, State Zip Code: _____

III. SUBSCRIPTION AGREEMENT

You as an individual or you on behalf of the subscribing entity are being asked to complete this Subscription Agreement so a determination can be made as to whether or not you are qualified to purchase securities under applicable federal and state securities laws. **Your answers to the questions contained herein must be true and correct in all respects and a false representation by you may constitute a violation of law for which a claim for damages may be made against you.**

Your answers will be kept strictly confidential; however, by signing this Agreement, you will be authorizing the Company to present a completed copy of this Agreement to such parties as they may deem appropriate in order to make certain that the offer and sale of the securities will not result in a violation of the Securities Act of 1933, as amended (the "Act") or of the securities laws of any state. This Agreement does not constitute an offer to sell or a solicitation of an offer to buy securities or any other security. All questions must be answered. If the appropriate answer is "None" or "Not Applicable," please state so. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item. Please initial any correction.

INDIVIDUAL SUBSCRIBERS:
If the securities subscribed for are to be owned by more than one person, **you and the other co-subscriber must each complete separate Agreements (except if the co-subscriber is your spouse or spousal equivalent) and sign the Signature Page annexed hereto. If your spouse or spousal equivalent is a co-subscriber, you must indicate his or her name and social security number.**

CORPORATIONS, PARTNERSHIPS, PENSION PLANS AND TRUSTS:
The information requested herein relates to the subscribing entity and not to you personally (unless otherwise determined in the Item IV. Accredited Investor Status).

IV. ACCREDITED INVESTOR STATUS

TO BE AN ACCREDITED INVESTOR, YOU MUST MEET ONE OF THE FOLLOWING TESTS, PLEASE CHECK THE APPROPRIATE SPACES BELOW.

A. INDIVIDUAL ACCOUNTS

I certify that I am an "accredited investor" because:

1. _____ I had an individual income of more than $200,000 in each of the two most recent calendar years, and I reasonably expect to have an individual income in excess of $200,000 in the current calendar year; or my spouse or spousal equivalent and I had joint income in excess $300,000 in each of the two most recent calendar years, and we reasonably expect to have joint income in excess of $300,000 in the current calendar year (please complete "Item V. Income Statement");

2. _____ I have an individual net worth, or my spouse or spousal equivalent and I have a joint net worth, in excess of $1,000,000 (excluding my (our) primary residence);

3. _____ I am a director, executive officer, or general partner of the Company; or

4. _____ I am a natural person holding in good standing a Series 7, Series 65, or Series 82 license.

For purposes of this Subscription Agreement "individual income" means "adjusted gross income" as reported for Federal income tax purposes, exclusive of any income attributable to a spouse or to property owned by a spouse, and increased by the following amounts: (i) the amount of any interest income received which is tax-exempt under Section 103 of the Internal Revenue Code of 1986, as amended, (the "Code"); (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of form 1040);

(iii) any deduction claimed for depletion under Section 611 et seq. of the Code; and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Code as it was in effect prior to enactment of the Tax Reform Act of 1986.

For purposes of this Subscription Agreement, "joint income" means "adjusted gross income" as reported for Federal income tax purposes, including any income attributable to a spouse or spousal equivalent or to property owned by a spouse and increased by the following amounts: (i) the amount of any interest income received which is tax-exempt under Section 103 of the Code; (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040); (iii) any deduction claimed for depletion under Section 611 et seq. of the Code; and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Code as it was in effect prior to enactment of the Tax Reform Act of 1986

For the purposes of the Subscription Agreement, "net worth" means (except as otherwise specifically defined) the excess of total assets at fair market value over total liabilities, excluding your primary residence and the related amount of indebtedness secured by the primary residence up to its fair market value; *provided*, *however*, that indebtedness secured by the primary residence should be considered a liability and deducted from net worth to the extent that (i) the amount of such indebtedness outstanding at the time of execution of this Agreement exceeds the amount outstanding 60 calendar days before such time, other than as a result of the acquisition of the primary residence; and (ii) the amount of the indebtedness exceeds the estimated fair market value of the primary residence at the time of execution of this Agreement.

B. CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES, EMPLOYEE BENEFIT PLANS, OR OTHER ENTITIES (Please provide a copy of the Corporate Resolution authorizing this investment, Partnership Agreement, Limited Liability Company Operating Agreement, Employee Benefit Plan, or other entity documentation as applicable.)

1. Has the subscribing entity been formed for the specific purpose of investing in the securities? ☐ YES ☐ NO

If your answer to question 1 is "No," CHECK whichever of the following statements (a-n) is applicable to the subscribing entity. If your answer to question 1 is "Yes," the subscribing entity must be able to certify to statement (c) below in order to qualify as an "accredited investor."

The undersigned entity certifies that it is an "accredited investor" because it is:

(a) _____ an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), provided that the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, and the plan fiduciary is a bank, savings and loan association, insurance company, or registered investment adviser;

(b) _____ an employee benefit plan within the meaning of ERISA, Title I that has total assets in excess of $5,000,000;

(c) _____ an entity whose shareholders, partners, beneficiaries, or equity owners are all accredited investors **(If you are checking this option, please submit a list of all owners; EACH owner of the entity must complete Item IV and, if Item IV.A.1 is checked, complete Item V. Make copies of this Item IV (and V if applicable) to do this and note each owner's name on each copy.)**;

(d) _____ a self-directed employee benefit plan and the investment decision is made solely by a person that meets at least one of the conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS **(Please also CHECK the appropriate space in that section above.)**;

(e) _____ a corporation, a Massachusetts or similar business trust, a partnership, or a limited liability company, with total assets in excess of $5,000,000;

(f) _____ a bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity;

(g) _____ a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934;

(h) _____ an investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 (the "Advisers Act") or registered pursuant to the laws of a state;

(i) _____ an investment adviser relying on the exemption from registering with the Securities and Exchange Commission under Section 203(l) or (m) of the Advisers Act;

(j) _____ an insurance company as defined in Section 2(a)(13) of the Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940;

(k) _____ a small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; or a rural business investment company as defined in Section 348A of the Consolidated Farm and Rural Development Act;

(l) _____ a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

IV. ACCREDITED INVESTOR STATUS (Continued)

(m) _____ a family office as defined in Rule 202(a)(11)(G)-1 under the Advisers Act with assets under management in excess of $5,000,000 whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

(n) _____ a family client, as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, of a family office with assets under management in excess of $5,000,000 whose prospective investment is directed by such family office.

C. TRUST ACCOUNTS (Please provide a complete copy of the Trust document.)

1. Has the subscribing entity been formed for the specific purpose of investing in the securities? YES ☐ NO ☐

If your answer to question 1 is "No," CHECK whichever of the following statements (a-c) is applicable to the subscribing entity. If your answer to question 1 is "Yes," the subscribing entity must be able to certify to the statement (c) below in order to qualify as an "accredited investor."

The undersigned trustee certifies that the trust is an "accredited investor" because:

(a) _____ the trust has total assets in excess of $5,000,000 and the investment decision has been made by a "sophisticated person," as described in Rule 506(b)(ii) promulgated under the Act;

(b) _____ the trustee making the investment decision on its behalf is a bank (as defined in Section 3(a)(2) of the Act), a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, acting in its fiduciary capacity; **or**

(c) _____ the grantor(s) of the trust may revoke the trust at any time and regain title to the trust assets and has (have) retained sole investment control over the assets of the trust and the (each) grantor(s) meets at least one of the conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS. **Each grantor must also INITIAL the appropriate space in that Item.**

V. INCOME STATEMENT

IF YOU ARE RELYING ON AN INCOME STANDARD TO BE AN ACCREDITED INVESTOR (I.E., YOU CHECKED OR INITIALED ITEM IV.A.1), YOU MUST COMPLETE THIS ITEM.

Please specify the type of entity whose Income appears below:

☐ Individual ☐ Joint ☐ Trust ☐ Beneficiary ☐ Shareholder ☐ Partner

Please specify the amount of income (see definitions of individual income and joint income in Item IV.A.) in the previous two calendar years and your projected income for the current calendar year.

Two Years Ago: $ _____

Last Year: $ _____

Current Year: $ _____ (projected)

Current Occupation: _____

Name of Employer: _____

Position or Title: _____ Telephone Number: (___) _____ - _____

Former Employment (if current employment is less than five years):

Name of Employer: _____

Position or Title: _____ Period Employed: _____ to _____

VI. VERIFICATION

1. Income Verification – Please indicate how you plan to verify your income and attach the indicated documents **for the previous two years**:

   ☐ W-2
   ☐ Form 1099
   ☐ Schedule K-1
   ☐ Form 1040
   ☐ Other - Please explain and attach relevant documents: _____
   _____
   _____

2. Net Worth Verification – Please indicate how you plan to verify your net worth and attach the indicated documents **dated within the last 90 days**:

   a. Assets:
   ☐ Bank Statements
   ☐ Brokerage Statements and other statements of securities holdings
   ☐ Certificates of Deposit
   ☐ Tax Assessments
   ☐ Appraisal Reports issued by independent third parties
   ☐ Other - Please explain and attach relevant documents: _____
   _____
   _____

   b. Liabilities:
   ☐ A consumer report from at least one of the nationwide consumer reporting agencies

   ____ All liabilities necessary to make a determination of net worth have been disclosed. **(Please initial if applicable.)**

3. Alternatively, you may provide written confirmation from one of the following third parties that they have taken reasonable steps within the prior three months to verify that you, the purchaser, are an accredited investor based on either the income requirement or the net worth requirement:

   ☐ A registered broker-dealer
   ☐ A federal or state registered investment adviser
   ☐ A licensed attorney who is in good standing under the laws of the jurisdictions in which he or she is admitted to practice law
   ☐ A certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office
   ☐ A certified financial planner
   ☐ Other - Please explain and attach written confirmation: _____
   _____
   _____

VII. CERTIFICATIONS

I understand that investment in the securities is an **illiquid investment**. In particular, I recognize that I must bear the economic risk of investment in the securities for an indefinite period of time since the securities have not been registered under the Act and therefore cannot be sold unless either they are subsequently registered under the Act or an exemption from such registration is available and a favorable opinion of counsel for the Company to that effect is obtained if requested by the Company. I consent to the affixing by the Company of such legends on certificates representing the securities as any applicable federal or state securities law may require from time to time.

I represent and warrant to the Company that: (i) all information provided in this Agreement is complete, true and correct; (ii) I and my investment managers, if any, have carefully reviewed the Private Placement Memorandum (the "Memorandum") to which this Agreement is an exhibit and understand the risks of, and other considerations relating to, a purchase of these securities, including, but not limited to, the risks set forth under "Risk Factors" in the Memorandum; (iii) I and my investment managers, if any, have been afforded the opportunity to obtain all information necessary to verify the accuracy of any representations or information set forth in the Memorandum and have had all inquiries to the Company answered, and have been furnished all requested materials relating to the Company and the Offering and sale of the securities and anything set forth in the Memorandum; (iv) I have such knowledge and experience in financial and investment matters, either alone or with my investment managers, that I am capable of evaluating the merits and risks of this investment; (v) neither I nor my investment managers, if any, have been furnished any Offering literature by the Company or any of its affiliates, associates or agents other than the Memorandum, and the documents referenced therein; and (vi) I am acquiring the securities for which I am subscribing for my own account, as principal, for investment and not with a view to the resale or distribution of all or any part of the securities.

The undersigned, if a corporation, partnership, trust, or other form of business entity: (i) is authorized and otherwise duly qualified to purchase and hold the securities; (ii) has obtained such additional tax and other advice that it has deemed necessary; (iii) has its principal place of business at its address set forth in this Agreement; and (iv) unless otherwise represented herein, has not been formed for the specific purpose of acquiring the securities (although this may not necessarily disqualify the subscriber as a purchaser). The persons executing the Agreement, as well as all other documents related to the Offering, represent that they are duly authorized to execute all such documents on behalf of the entity. (If the undersigned is one of the aforementioned entities, it agrees to supply any additional written information that may be required.)

All of the information which I have furnished to the Company and which is set forth in this Agreement is correct and complete as of the date of this Agreement. If any material change in this information should occur prior to my subscription being accepted, I will immediately furnish the revised or corrected information. I further agree to be bound by all of the terms and conditions of the Offering described in the Memorandum. I am the only person with a direct or indirect interest in the securities subscribed for by this Agreement.

I agree to indemnify and hold harmless the Company and its associates, general partner, employees, affiliates, and agents, as well as the brokerage firm through which I am subscribing (if any) and all of its officers, directors, employees, affiliates, and agents from and against all damages, losses, costs, and expenses (including reasonable attorneys' fees) they may incur by reason of the failure of the undersigned to fulfill any of the terms or conditions of this Agreement. This subscription is not transferable or assignable by me without the written consent of the Company. If more than one person is executing this Agreement, the obligations of each shall be joint and several, and the representations and warranties contained in this Agreement shall be deemed to be made by, and be binding upon, each of these persons and his or her heirs, executors, administrators, successors, and assigns. This subscription, upon acceptance by the Company, shall be binding upon my heirs, executors, administrators, successors, and assigns.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. I and the Company agree that the state and federal courts in the County of Orange, State of California shall have sole and exclusive jurisdiction and venue for the resolution of all disputes arising under the terms of this Agreement and the transactions contemplated herein.

Under penalties of perjury, I certify that (i) my taxpayer identification number shown in this Agreement is correct; and (ii) I am not subject to backup withholding because: (a) I have not been notified that I am subject to backup withholding as a result of a failure to report all interest and dividends; or (b) the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (If you have been notified that you are subject to backup withholding and the Internal Revenue Service has not advised you that backup withholding has been terminated, strike out item (ii).)

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE CAREFULLY REVIEWED THE MEMORANDUM RELATED TO THIS INVESTMENT AND AM BOUND BY THE TERMS OF THIS AGREEMENT AND THE MEMORANDUM.

VIII. FEDERAL LAW REQUIREMENTS

Federal Law requires us to obtain the following information from you to detect and prevent misuse of the world financial system.

1. In the space provided below, please provide details of **where monies were transferred from** to the Company in relation to your subscription for the securities.

COUNTRY	NAME OF BANK/FINANCIAL INSTITUTION	CONTACT NAME/PHONE NUMBER AT BANK/FINANCIAL INSTITUTION	NAME OF ACCOUNTHOLDER	ACCOUNT NUMBER

If the country from which the monies were transferred appears in the Approved Country List below, please skip to section 3. If the country does not appear, please go to section 2.

Approved Country List

Argentina	Australia	Austria	Bahamas	Bahrain
Barbados	Belgium	Bermuda	Brazil	British Virgin Islands
Canada	Curacao	Cyprus	Denmark	Finland
France	Germany	Gibraltar	Greece	Guernsey
Hong Kong	Iceland	India	Ireland	Isle of Man
Israel	Italy	Japan	Jersey	Liechtenstein
Luxembourg	Malta	Netherlands	New Zealand	Norway
People's Republic of China	Portugal	Singapore	Spain	Sweden
Switzerland	United Arab Emirates	United Kingdom	United States	

2. If subscription monies were transferred to the Company from any country other than on the "Approved Country List" (see above), please provide the following documentation to the Company (all copies should be in English and certified as being "true and correct copies of the original" by a notary public of the jurisdiction of which you are resident).

(a) **For Individuals:**

(i) evidence of name, signature, date of birth and photographic identification;

(ii) evidence of permanent address; and

(iii) where possible, a reference from a bank with whom the individual maintains a current relationship and has maintained such relationship for at least two years.

(b) **For Companies:**

(i) a copy of its certificate of incorporation and any change of name certificate;

(ii) a certificate of good standing;

(iii) a register or other acceptable list of directors and officers;

(iv) a properly authorized mandate of the company to subscribe in the form, for example, of a certified resolution which includes naming authorized signatories;

(v) a description of the nature of the business of the company;

(vi) identification, as described above for individuals, for at least two directors and authorized signatories;

(vii) a register of members or list of shareholders holding a controlling interest; and

VIII. FEDERAL LAW REQUIREMENTS (Continued)

(viii) identification, as described above, for individuals who are beneficial owners of corporate shareholders which hold 10% or more of the capital share of the company.

(c) **For Partnerships and Unincorporated Businesses:**

(i) a copy of any certificate of registration and a certificate of good standing, if registered;

(ii) identification, as described above, for individuals and, where relevant, companies constituting a majority of the partners, owners or managers and authorized signatories;

(iii) a copy of the mandate from the partnership or business authorizing the subscription in the form, for example, of a certified resolution which includes naming authorized signatories; and

(iv) a copy of constitutional documents (formation and partnership agreements).

(d) **For Trustees:**

(i) identification, as described above, for individuals or companies (as the case may be) in respect of the trustees;

(ii) identification, as described above for individuals, of beneficiaries, any person on whose instructions or in accordance with those wishes the trustee/nominee is prepared or accustomed to act and the settlor of the trust; and

(iii) evidence of the nature of the duties or capacity of the trustee.

3. The Company is also required to verify the source of funds. To this end, summarize the underlying source of the funds remitted to us (for example, whether subscription monies were the profits of business (and, if so, please specify type of business), investment income, savings, etc.).

Source of Funds

IX. SIGNATURES

This Agreement contains various statements and representations by subscribers and should be carefully reviewed in its entirety before executing this signature page. I hereby certify that I have reviewed and am familiar with the terms of this Agreement. This Agreement incorporates by reference all forms of securities to be purchased. I agree to be bound by all of the terms and conditions of this Agreement and the Memorandum to which this Agreement is a part.

☐ **(check if applicable) I hereby certify that I previously invested in the Company and that, unless otherwise indicated in this Agreement, the information I provided in the Subscription Agreement dated for my previous investment continues to be true and correct and is incorporated by reference into this Agreement.**

Dated: _____ Dated: _____

Investor Name: _____ Co-Investor Name: _____

Sign Here: _____ Sign Here: _____

Print Name: _____ Print Name: _____

If you are signing on behalf of an entity, trust, or another person or entity, please print your title here: _____

Entity Investment Authorization. If the subscriber is an entity, the corporation, partnership, limited liability company, benefit plan signatory certificate, trust, or IRA, has all requisite authority to acquire the securities hereby subscribed for and to enter into the Agreement, and further, the signing officer, partner, manager, or fiduciary of the subscribing entity has been duly authorized by all requisite action on the part of such entity to execute these documents on its behalf. Such authorization has not been revoked and is still in full force and effect

X. VERIFICATION OF BROKER

I state that I am familiar with the financial affairs and investment objectives of the investor named above and reasonably believe that a purchase of the securities is a suitable investment for this investor and that the investor, either individually or together with his, her, or its investment managers, if any, understands the terms of and is able to evaluate the merits of this offering.

I acknowledge:
(a) that I have reviewed the Memorandum, Subscription Agreement and forms of securities presented to me, and attachments (if any) thereto;
(b) that the Subscription Agreement and attachments thereto have been fully completed and executed by the appropriate party; and
(c) that the subscription will be deemed received by the Company upon acceptance of the Subscription Agreement.

Broker/Dealer

_____
(Name of Broker/Dealer)

_____
(Street Address of Broker/Dealer Office)

_____
(City of Broker/Dealer Office) (State) (Zip)

(_____) _____ - _____
(Telephone Number of Broker/Dealer Office)

(_____) _____ - _____
(Fax Number of Broker/Dealer Office)

Account Executive

_____
(Signature)

_____
(Print Name)

_____
(Representative I.D. Number)

_____
(Date)

_____
(E-mail Address of Account Executive)

APPENDIX I

ACCREDITED INVESTOR STATUS CERTIFICATION
SOLUM GLOBAL, INC. (the "Company")

_____ ("Client") has requested that I provide the Company with this Accredited Investor Status Certification (this "Certification") to assist the company in its verification of Client's status as an "Accredited Investor" within the meaning of Rule 501(a) of the Securities Act of 1933, in connection with Client's potential purchase of securities offered for sale by the Company (the "Offering").

1. I hereby certify that I am (please check the appropriate box):

   ☐ a registered broker-dealer, as defined in the Securities Exchange Act of 1934, CRD number: _____;

   ☐ a state or federal registered investment advisor, CRD number: _____;

   ☐ a licensed attorney in good standing in all jurisdictions where I am admitted to practice law, state and bar number: _____;

   ☐ a certified public accountant in good standing under the laws of the place of my residence or principal office, state and license number: _____;

   ☐ a certified financial planner; or

   ☐ another licensed professional: _____.

2. I hereby represent that, within the prior three months, I have conducted a reasonable investigation into the financial status of Client (or the grantor if Client is a trust), and therefore hereby certify that Client satisfies one or more of the following criteria (check each box that applies):

   ☐ a natural person whose individual "net worth,"[1] or joint net worth with Client's spouse, exceeds $1,000,000 (may be shown by bank statements, brokerage statements, and other statements of securities holdings, certificates of deposit, tax assessments, or appraisal reports issued by independent third parties);

   ☐ a natural person who had an individual income in excess of $200,000 in each of the two most recent years, or joint income with Client's spouse in excess of $300,000 in each of those years (shown by any IRS form that reports the investor's income for the two most recent years (e.g., Form W-2, Form 1099, Schedule K-1 to Form 1065, Form 1040);

   ☐ an entity such as an Individual Retirement Account (IRA) or Self-Employed Person (SEP) Retirement Account, and all beneficial owners meet at least one of the two standards listed immediately above;

[1] "Net worth" means the excess of total assets at fair market value over total liabilities, excluding Client's primary residence and the related amount of indebtedness secured by the primary residence up to its fair market value; *provided*, *however*, that indebtedness secured by the primary residence should be considered a liability and deducted from net worth to the extent that: (i) the amount of such indebtedness outstanding at the time of the investigation exceeds the amount outstanding 60 calendar days before such time, other than as a result of the acquisition of the primary residence; and (ii) the amount of the indebtedness exceeds the estimated fair market value of the primary residence at the time of the investigation.

☐ an employee benefit plan within the meaning of Title 1 of ERISA, or a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, and the plan has total assets in excess of $5,000,000;

☐ a corporation, a Massachusetts or similar business trust, a partnership, or a limited liability company, within the meaning of Section 501(c)(3) of the Internal Revenue Code with total assets in excess of $5,000,000;

☐ a trust with total assets in excess of $5,000,000;

☐ a business in which all equity owners are Accredited Investors;

☐ a bank, insurance company, registered investment company, business development company, or small business investment company; or

☐ a "family office" with more than $5,000,000 in assets under management, or a "family client" of the family office.

To the best of my knowledge, no facts, circumstances, or events have arisen after my investigation that the Client has ceased to be an Accredited Investor.

I acknowledge that the Company will rely upon this Certification in determining the Client's eligibility to participate in the Offering and I consent to such reliance. However, this Certification may not be used, quoted from, referred to, or relied upon by the Company or by any other person for any other purpose.

This Certification is limited to the matters expressly set forth herein and speaks only as of the date set forth below. Nothing may be inferred or implied beyond the matters expressly contained herein. The undersigned assumes no obligation to update this letter.

Dated: _____, _____

Firm Name: _____

Firm Address: _____

Firm Phone Number: _____

Signature: _____

Printed Name and Title: _____

SUPPLEMENT TO
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM
COMMON STOCK

This Supplement to the Solum Global, Inc. ("Solum" or the "Company") Confidential Private Placement Memorandum for shares of common stock dated June 20, 2024 (the "Memorandum"), serves to update the Memorandum, and should be reviewed in conjunction with the Memorandum. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Memorandum. Except as modified herein, all other terms and conditions of the Memorandum shall remain unchanged and in effect. Delivery of this Supplement shall not create any implication that there have been no other changes in circumstances of the Company since the date of the Memorandum. In the event of any conflict between the terms of the Memorandum and the terms of this Supplement, the terms and conditions of this Supplement shall prevail and control. The information in the Memorandum is supplemented and updated to reflect the following:

Warrants to Purchase Shares of Common Stock

On July 30, 2024, the Board of Directors of Solum approved the offering of certain warrants to accompany the purchase of common stock pursuant to the Memorandum.

For each one dollar of common stock purchased under the Memorandum from August 1, 2024, through August 31, 2024, the investor shall also receive warrants to purchase four shares of the Company's common stock. Such warrants shall have a term of five years and an exercise price of $0.10 per share, on a cash-exercise basis only.

For example, an investment of $25,000 (which is the minimum investment as provided in the Memorandum) will be accompanied by a warrant to purchase 100,000 shares of the Company's common stock at an exercise price of $0.10 per share.

The Form of Warrant Agreement is attached to this Supplement as Exhibit A.

Update on Status of Offering

The Company has not raised any funds in the Offering to date.

All other provisions in the Memorandum remain unchanged.

Solum:
Solum Global, Inc.
120 S. Olive Ave., Suite 202
West Palm Beach, FL 33401

THE DATE OF THIS SUPPLEMENT IS August 2, 2024

Offering Contact:
Kirk St. Johns
Chief Executive Officer
kirk@solum.global

EXHIBIT A

FORM OF WARRANT AGREEMENT

THIS WARRANT AND THE SHARES OF COMMON STOCK ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO (i) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE LAWS, (ii) TO THE EXTENT APPLICABLE, RULE 144 UNDER THE ACT (OR ANY SIMILAR RULE UNDER THE ACT RELATING TO THE DISPOSITION OF SECURITIES), OR (iii) AN OPINION OF COUNSEL, IF SUCH OPINION SHALL BE REASONABLY SATISFACTORY TO COUNSEL TO THE ISSUER, THAT AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE LAW IS AVAILABLE.

SOLUM GLOBAL, INC.
a Florida corporation

WARRANT AGREEMENT
To Purchase Shares of Common Stock

Issue Date: _____, 2024

THIS CERTIFIES that, for value received, _____, or its assigns (the "Holder"), is entitled, upon the terms and subject to the conditions hereinafter set forth, at any time on or after the date hereof, to subscribe for and purchase from, Solum Global, Inc., a Florida corporation (the "Company"), _____ of the fully paid, non-assessable shares of the Company's common stock, no par value ("Common Stock") at a purchase price of $0.10 per share, provided that such right will terminate, if not terminated earlier in accordance with the provisions hereof, at 5:00 p.m. (Pacific time) on the five year anniversary of the Issue Date (the "Expiration Date"). The purchase price and the number of shares for which this warrant (each a "Warrant," and collectively, the "Warrants") is exercisable are subject to adjustment, as provided herein.

As used herein the following terms, unless the context otherwise requires, have the following respective meanings:

(a) The term "Company" shall include Solum Global, Inc. and any entity which shall succeed or assume the obligations of Solum Global, Inc. hereunder.

(b) The term "Warrant Shares" includes (i) the Company's common stock and (ii) any other securities into which or for which any of the Common Stock may be converted or exchanged pursuant to a plan of recapitalization, reorganization, merger, sale of assets or otherwise.

(c) The term "Other Securities" refers to any stock (other than Common Stock) and other securities of the Company or any other person (corporate or otherwise) which the holder of the Warrant at any time shall be entitled to receive, or shall have received, on the exercise of the Warrant, in lieu of or in addition to Common Stock, or which at any time shall be issuable or shall have been issued in exchange for or in replacement of Common Stock or Other Securities.

(d) The term "Exercise Price" shall be $0.10 per share, subject to adjustment pursuant to the terms hereof.

1. Number of Shares Issuable upon Exercise.

Unless sooner terminated in accordance herewith, from and after the date hereof through and including the Expiration Date, the Holder shall be entitled to receive, upon exercise of this Warrant in whole or in part, the number of Warrant Shares set forth on the first page of this Warrant, subject to adjustment pursuant hereto, by delivery of an original or fax copy of the exercise notice attached hereto as Annex A (the "Notice of Exercise") along with payment to the Company of the Exercise Price.

2. Exercise of Warrant.

(a) The purchase rights represented by this Warrant are exercisable by the registered Holder hereof, in whole at any time or in part from time to time by delivery of the Notice of Exercise duly completed and delivered to the office of the Company, and upon payment of the Exercise Price of the shares thereby purchased (in the manner provided in Section 2(d) hereof); whereupon the Holder of this Warrant shall be entitled to receive a certificate, which may be electronic, or the Company may make an appropriate book entry representing the number of Warrant Shares so purchased; provided that the Company will place on each certificate (if issued) a legend substantially the same as that appearing on this Warrant, in addition to any legend required by any applicable state or federal law. If this Warrant is exercised in part, the Company will issue to the Holder hereof a new Warrant upon the same terms as this Warrant but for the balance of Warrant Shares for which this Warrant remains exercisable. The Company agrees that upon exercise of this Warrant the Holder shall be deemed to be the record owner of the Warrant Shares issued upon exercise as of the close of business on the date on which this Warrant shall have been exercised as aforesaid. This Warrant will be surrendered at the time of exercise or if lost, stolen, misplaced, or destroyed, the Holder will comply with Section 9 below.

(b) Documentary evidence of the Warrant Shares purchased hereunder shall be delivered to the Holder hereof within a reasonable time after the date on which this Warrant shall have been exercised as aforesaid.

(c) The Company covenants that all Warrant Shares which may be issued upon the exercise of rights represented by this Warrant will, upon exercise of the rights represented by this Warrant, be fully paid and nonassessable and free from all preemptive rights, taxes, liens, and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue which shall be paid by the Company in accordance with Section 4 below).

(d) In order to exercise this Warrant with respect to all or any part of the Warrant Shares for which this Warrant is at the time exercisable, Holder (or any other person or persons exercising the Warrant) must take the following actions:

(i) Execute and deliver to the Company a written notice of exercise stating the number of Warrant Shares being purchased (in whole shares only) and such other information set forth on the form of Notice of Exercise attached hereto as Annex A; and

(ii) Pay the aggregate Exercise Price for the Warrant Shares by Cash, wire transfer, or check made payable to the order of the Company.

3. No Fractional Shares.

The Company shall not be required to issue fractional Warrant Shares upon the exercise of this Warrant or to deliver any certificate which evidence fractional Warrant Shares. In the event that a fraction of a Warrant Share would, except for the provisions of this Section 3, be issuable upon the exercise of this Warrant, the Company shall round the fraction down to the next whole number of the Warrant Share.

4. Charges, Taxes, and Expenses.

Where certificates are issued for Warrant Shares, such issuance shall be made without charge to the Holder hereof for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder of this Warrant, or in such name or names as may be directed by the Holder of this Warrant; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder of this Warrant, the Company may require, as a condition thereto, that the transferee execute an appropriate investment representation as may be reasonably required by the Company.

5. No Rights as Shareholders.

This Warrant does not entitle the Holder hereof to any voting rights or other rights as a Shareholder of the Company prior to the exercise hereof.

6. Securities Law Representations.

Holder represents and warrants to Company as follows:

(a) Holder acknowledges that the Warrant Shares will initially be "restricted securities" (as such term is defined in Rule 144 promulgated under the Act) ("Rule 144") and that the certificates evidencing the Warrant Shares will include this legend:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT IS AVAILABLE.

Holder further acknowledges that the Warrant Shares cannot be sold unless registered with the United States Securities and Exchange Commission and qualified by appropriate state securities regulators, or unless Holder obtains written consent from Company and otherwise complies with an exemption from such registration and qualification (including, without limitation, compliance with Rule 144).

(b) Holder has adequate means of providing for current needs and contingencies, has no need for liquidity in the investment, and is able to bear the economic risk of an investment in the Warrant and Warrant Shares offered by Company of the size contemplated. Holder represents that Holder is able to bear the economic risk of the investment and at the present time can afford a complete loss of such investment. Holder has had a full opportunity to inspect the books and records of the Company and to make any and all inquiries of Company officers and directors regarding the Company and its business as Holder has deemed appropriate.

(c) Holder is an "Accredited Investor" as defined in Regulation D of the Securities Act or Holder, either alone or with Holder's professional advisers who are unaffiliated with, have no equity interest in and are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, has sufficient knowledge and experience in financial and business matters that Holder is capable of evaluating the merits and risks of an investment in the Warrant and Warrant Shares offered by Company and of making an informed investment decision with respect thereto and has the capacity to protect Holder's own interests in connection with Holder's proposed investment in the Warrant and Warrant Shares.

(d) Holder is acquiring the Warrant and Warrant Shares solely for Holder's own account as principal, for investment purposes only and not with a view to the resale or distribution thereof, in whole or in part, and no other person or entity has a direct or indirect beneficial interest in such Warrant or Warrant Shares.

7. Rule 144 Opinions.

The Company will, at its own expense, provide any and all legal opinions required for the removal of any restrictive legend from any stock certificates representing Warrant Shares under Rule 144. The Company will not unreasonably withhold any legal opinion required for the removal of the restrictive legend from any certificates representing the Warrant Shares pursuant to Rule 144 and will process such request within five business days of receipt of such request.

8. Exchange and Registry of Warrant.

This Warrant is exchangeable, upon the surrender hereof by the registered Holder at the office of the Company, for a new Warrant or Warrants aggregating the total Warrant Shares of the surrendered Warrant of like tenor and dated as of such exchange. The Company shall maintain at its office a registry showing the name and address of the registered Holder of this Warrant. This Warrant may be surrendered for exchange, transfer, or exercise, in accordance with its terms, at such office of the Company, and the Company shall be entitled to rely in all respects, prior to written notice to the contrary, upon such registry.

9. Loss, Theft, Destruction, or Mutilation of Warrant.

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction, or mutilation of this Warrant, and in case of loss, theft, or destruction, of indemnity reasonably satisfactory to it, and upon reimbursement to the Company of all reasonable expenses incidental thereto, and upon surrender and cancellation of this Warrant, if mutilated, the Company will make and deliver a new Warrant of like tenor (but with no additional rights or obligations) and dated as of such cancellation, in lieu of this Warrant.

10. Saturdays, Sundays, Holidays, etc.

If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday or a Sunday or shall be a legal holiday, then such action may be taken or such right may be exercised on the next succeeding day not a Saturday, Sunday, or legal holiday.

11. Cash Distributions.

No adjustment on account of cash dividends or interest on the Company's Common Stock or Other Securities that may become purchasable hereunder will be made to the Exercise Price under this Warrant.

12. Consolidation, Merger, or Sale of the Company.

If the Company is a party to a consolidation, merger, or transfer of assets which reclassifies or changes its outstanding Common Stock, the successor corporation (or corporation controlling the successor corporation or the Company, as the case may be) shall by operation of law assume the Company's obligations under this Warrant. Upon consummation of such transaction, the Warrants shall automatically become exercisable for the kind and amount of securities, cash, or other assets which the holder of a Warrant would have owned immediately after the consolidation, merger, or transfer if the holder had exercised the Warrant immediately before the effective date of such transaction. As a condition to the consummation of such transaction, the Company shall arrange for the person or entity obligated to issue securities or deliver cash or other assets upon exercise of the Warrant to, concurrently with the consummation of such transaction, assume the Company's obligations hereunder by executing an instrument so providing and further providing for adjustments which shall be as nearly equivalent as may be practical to the adjustments provided for in this Section 12.

13. Adjustments for Stock Splits, Combinations, etc.

The number of shares and class of capital stock purchasable under this Warrant are subject to adjustment from time to time as set forth in this Section 13.

(a) Adjustment for change in capital stock. If the Company:

(i) pays a dividend or makes a distribution on its Common Stock, in each case, in shares of its Common Stock;

(ii) subdivides its outstanding shares of Common Stock into a greater number of shares;

(iii) combines its outstanding shares of Common Stock into a smaller number of shares;

(iv) makes a distribution on its Common Stock in shares of its capital stock other than Common Stock; or

(v) issues by reclassification of its shares of Common Stock any shares of its capital stock;

then the number and classes of shares purchasable upon exercise of each Warrant in effect immediately prior to such action shall be adjusted so that the holder of any Warrant thereafter exercised may receive the number and classes of shares of capital stock of the Company which such holder would have owned immediately following such action if such holder had exercised the Warrant immediately prior to such action.

For a dividend or distribution, the adjustment shall become effective immediately after the record date for the dividend or distribution. For a subdivision, combination, or reclassification, the adjustment shall become effective immediately after the effective date of the subdivision, combination, or reclassification.

If after an adjustment the Holder, upon exercise of a Warrant, may receive shares of two or more classes of capital stock of the Company, the Board of Directors of the Company shall in good faith determine the allocation of the adjusted Exercise Price between or among the classes of capital stock. After such allocation, that portion of the Exercise Price applicable to each share of each such class of capital stock shall thereafter be subject to adjustment on terms comparable to those applicable to Common Stock in this Warrant. Notwithstanding the allocation of the Exercise Price between or among shares of capital stock as provided by this Section 13(a), a Warrant may only be exercised in full by payment of the entire Exercise Price currently in effect.

(b) The Company will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section 13 and in the taking of all such action as may be necessary or appropriate in order to protect the exercise rights of the Holders of this Warrant against impairment.

14. Certificate as to Adjustments.

In each case of any adjustment or readjustment in the shares of Common Stock (or Other Securities) issuable on the exercise of the Warrant, the Company at its expense will promptly cause its Chief Executive Officer, Chief Financial Officer, or other appropriate designee to compute such adjustment or readjustment in accordance with the terms of the Warrant and prepare a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (a) the consideration received or receivable by the Company for any additional shares of Common Stock (or Other Securities) issued or sold or deemed to have been issued or sold, (b) the number of shares of Common Stock (or Other Securities) outstanding or deemed to be outstanding, and (c) the Exercise Price and the number of shares of Common Stock to be received upon exercise of this Warrant, in effect immediately prior to such adjustment or readjustment and as adjusted or readjusted as provided in this Warrant. The Company will forthwith mail a copy of each such certificate to the Holder of the Warrant and any Warrant agent of the Company.

15. Reservation of Stock Issuable on Exercise of Warrant.

The Company will at all times reserve and keep available, solely for issuance and delivery on the exercise of the Warrant, shares of Common Stock (or Other Securities) from time to time issuable on the exercise of the Warrant.

16. Assignment; Exchange of Warrant.

This Warrant, and the rights evidenced hereby, may not be transferred without the prior written consent of the Company which may be withheld in the sole and absolute discretion of the Company and in compliance with applicable securities laws. As a condition precedent to the Company considering whether to consent to a transfer, the Holder shall deliver to the Company a legal opinion from the Holder's counsel that such transfer is exempt from the registration requirements of applicable securities laws at the Holder's expense. If the Company consents to the proposed transfer, upon surrender for exchange of this Warrant, together with evidence reasonably satisfactory to the Company demonstrating compliance with applicable securities laws and payment by the Holder of any applicable transfer taxes, the Company will issue and deliver to or on the order of the Holder a new Warrant of like tenor, in the name of the Holder and/or the transferee(s) specified (each a "Transferee"), calling in the aggregate on the face or faces thereof for the number of Warrant Shares called for on the face or faces of the Warrant so surrendered by the Holder; and provided further, that upon any such transfer, the Company may require, as a condition thereto, that the Transferee execute an appropriate investment representation as may be reasonably required by the Company.

17. Notices.

Any notice, request, instruction, or other document required by the terms of this Agreement, or deemed by any of the Parties hereto to be desirable, to be given to any other Party hereto shall be in writing and shall be given by personal delivery, overnight delivery, mailed by registered or certified mail, postage prepaid, with return receipt requested, or sent by electronic mail (with receipt confirmed) to the addresses of the Parties as follows:

To: "Company"	Solum Global, Inc. 120 S. Olive Avenue, Suite 202 West Palm Beach, FL 33401 Attn: Kirk St. Johns Email: kirk@solum.global
To: "Holder"	Address and email provided in subscription agreement.

The persons and addresses set forth above may be changed from time to time by a notice sent as aforesaid. If notice is given by personal delivery or overnight delivery in accordance with the provisions of this Section 17, such notice shall be conclusively deemed given at the time of such delivery provided a receipt is obtained from the recipient. If notice is given by mail in accordance with the provisions of this Section 17, such notice shall be conclusively deemed given upon receipt and delivery or refusal. If notice is given by electronic mail transmission in accordance with the provisions of this Section 17, such notice shall be conclusively deemed given at the time of delivery if between the hours of 9:00 a.m. and 5:00 p.m. Pacific time on a

business day ("business hours") and if not during business hours, at 9:00 a.m. on the next business day following delivery, provided a delivery confirmation is obtained by the sender.

18. Notices of Record Date.

In case,

(a) The Company takes a record of the holders of its Common Stock for the purpose of entitling them to subscribe for or purchase any shares of stock of any class or to receive a dividend, distribution, or any other rights;

(b) There is any capital reorganization of the Company, reclassification of the capital stock of the Company (other than a subdivision or combination of its outstanding shares of Common Stock), or consolidation or merger of the Company with or into another corporation which does not constitute a sale of the Company; or

(c) There is a voluntary or involuntary dissolution, liquidation, or winding up of the Company;

then, and in any such case, the Company shall cause to be mailed to the Holder, at least 20 business days prior to the date hereinafter specified, a notice stating the date on which (i) a record is to be taken for the purpose of such dividend, distribution or rights, or (ii) such reclassification, reorganization, consolidation, merger, dissolution, liquidation, or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, reorganization, consolidation, merger, dissolution, liquidation, or winding up.

19. Amendments and Supplements.

The Company may from time to time supplement or amend this Warrant without the approval of any Holders in order to cure any ambiguity or to correct or supplement any provision contained herein which may be defective or inconsistent with any other provision, or to make any other provisions in regard to matters or questions herein arising hereunder which the Company may deem necessary or desirable and which shall not materially adversely affect the interest of the Holder. All other supplements or amendments to this Warrant must be signed by the party against whom such supplement or amendment is to be enforced.

20. Investment Intent.

Holder represents and warrants to the Company that Holder is acquiring the Warrants for investment and with no present intention of distributing or reselling any of the Warrants.

21. Miscellaneous.

(a) This Warrant shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Company and the Holder hereby submit to the exclusive jurisdiction of the Courts of Orange County, State of California for the resolution of all legal disputes arising under the terms of this Warrant. The Company and the Holder agree to waive trial by jury.

(b) If any action or proceeding is brought by the Company on the one hand or by the Holder on the other hand to enforce or continue any provision of this Warrant, the prevailing party's costs and expenses, including its reasonable attorneys' fees, in connection with such action or proceeding shall be paid by the other party.

(c) In the event that any provision of this Warrant is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Warrant.

(d) The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

(e) When used herein, the term "days" refers to calendar days unless otherwise specified.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officers thereunto duly authorized as of the date first written above.

COMPANY:

SOLUM GLOBAL,INC.,
a Florida corporation

_____
By: Kirk St. Johns
Its: Chief Executive Officer

HOLDER:

_____
By: _____

If joint investment

_____
By: _____

If entity investment (including trust)

Name of entity: _____

_____
By: _____
Its: _____

ANNEX A

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF CERTAIN STATES, AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO (i) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE LAWS, (ii) TO THE EXTENT APPLICABLE, RULE 144 UNDER THE ACT (OR ANY SIMILAR RULE UNDER THE ACT RELATING TO THE DISPOSITION OF SECURITIES), OR (iii) AN OPINION OF COUNSEL, IF SUCH OPINION SHALL BE REASONABLY SATISFACTORY TO COUNSEL TO THE ISSUER, THAT AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE LAW IS AVAILABLE.

NOTICE OF EXERCISE

The undersigned hereby elects irrevocably to exercise the within Warrant and to purchase _____ shares of Common Stock of Solum Global, Inc., and hereby makes payment of $_____ (at the rate of $0.10 per share) in payment of the Exercise Price pursuant hereto. Please issue the shares as to which this Warrant is exercised in accordance with the instructions given below.

INSTRUCTIONS FOR REGISTRATION OF SHARES

Name (print) _____

Address (print) _____

Address (print) _____

ASSIGNMENT

FOR VALUE RECEIVED, _____ does hereby sell, assign, and transfer unto_____, the right to purchase _____ shares of Common Stock of Solum Global, Inc., evidenced by the within Warrant, and does hereby irrevocably constitute and appoint _____ attorney to transfer such right on the books of Solum Global, Inc., with full power of substitution on the premises.

Dated: _____, 20___

Signature: _____

Notice: The signature of Notice of Exercise or Assignment must correspond with the name as written upon the face of the within Warrant in every particular without alteration or enlargement or any change whatsoever.