

March 30, 2020



Private Placement Memorandum
Regulation D, Rule 506(c), US Securities Act

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Securities Token Offering (STO)
For Accredited Investors Only

Elektrikka Inc., a Michigan company (the “Company”), is offering up to Seventy Million Dollars (\$70,000,000.00) Digital Coins (ERC-1404) Tokens (“the Digital Coin (ERC-1404) Tokens” or the “Securities”), being named as “FCV Tokens” or “FCV” Tokens to Accredited Investors. The tokens term of sales is defined in Regulation D, Rule 506(c) promulgated under the United States Securities Act, as amended (the “Securities Act”). The minimum subscription amount per person is Ten Dollars (\$10.00). There is an aggregate/total minimum subscription requirement of Two Hundred Dollars (\$200,000). The offering price is \$10.00 per coin (Token). The Company reserves the right, subject to applicable securities laws, to begin applying the proceeds after \$200,000.00 has been invested from the Offering towards its investment program and other uses as more specifically set forth in this Memorandum. There is no escrow applicable to the Offering. All dollar amounts referred to herein refer to United States dollars. Tokens delivery and subscription will be via Ethereum Blockchain Network smart contract.

IMPORTANT NOTICE

THIS OFFERING IS AVAILABLE ONLY TO ACCREDITED INVESTORS MEETING THE QUALIFICATIONS DESCRIBED IN THE PRIVATE PLACEMENT MEMORANDUM.

IMPORTANT: YOU MUST READ THE FOLLOWING DISCLAIMER BEFORE CONTINUING. THE FOLLOWING DISCLAIMER APPLIES TO THE PRIVATE PLACEMENT MEMORANDUM (THE “**PRIVATE PLACEMENT MEMORANDUM**”) FOLLOWING THIS PAGE, IN CONNECTION WITH THE CONSIDERATION OF AN INVESTMENT IN THE “DIGITAL COINS (ERC-1404) TOKENS” OR THE “SECURITIES” OFFERED BY **ELEKTRIKKA, INC.**, A CORPORATION ORGANIZED IN THE STATE OF MICHIGAN (THE “COMPANY”), OF THE UNITED STATES OF AMERICA. THIS OFFERING IS INTENDED TO BE EXEMPT FROM THE REGISTRATION REQUIREMENTS PURSUANT TO REGULATION D, RULE 506(C) OF THE SECURITIES ACT, AS AMENDED (THE “SECURITIES ACT”).

YOU ARE THEREFORE ADVISED TO READ THIS CAREFULLY BEFORE READING, ACCESSING OR MAKING ANY OTHER USE OF THE PRIVATE PLACEMENT MEMORANDUM. IN ACCESSING THE PRIVATE PLACEMENT MEMORANDUM, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY MODIFICATIONS TO THEM ANY TIME YOU RECEIVE ANY INFORMATION FROM US AS A RESULT OF SUCH ACCESS.

THE SECURITIES OFFERED HEREBY ARE HIGHLY SPECULATIVE, AND AN INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK. INVESTORS SHOULD BE ABLE TO WITHSTAND THE TOTAL LOSS OF THEIR ENTIRE INVESTMENT IN THE SECURITIES THAT ARE THE SUBJECT OF THIS MEMORANDUM. THE COMPANY IS OFFERING THE SECURITIES SOLELY TO INVESTORS THAT SATISFY CERTAIN SUITABILITY STANDARDS, INCLUDING THE ABILITY TO AFFORD A COMPLETE LOSS OF THEIR INVESTMENT. (SEE “RISK FACTORS”)

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR APPLICABLE STATE SECURITIES LAWS, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THESE LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR ANY STATE REGULATORY AUTHORITY NOR HAS THE SEC OR ANY STATE REGULATORY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE SECURITIES MAY NOT BE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL IN FORM AND SUBSTANCE ACCEPTABLE TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

EXCEPT AS OTHERWISE INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE STATUS OR AFFAIRS OF THE COMPANY AFTER THE DATE HEREOF.

THE INFORMATION PRESENTED HEREIN WAS PREPARED OR OBTAINED BY THE COMPANY'S OFFICER AND IS BEING FURNISHED SOLELY FOR USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THE OFFERING. THE COMPANY'S OFFICER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. NOTHING CONTAINED HEREIN IS, OR SHOULD BE RELIED ON AS, A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

THIS MEMORANDUM DOES NOT PURPORT TO BE ALL-INCLUSIVE OR TO CONTAIN ALL THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN EVALUATING THE COMPANY AND ITS BUSINESS STRATEGY. EACH INVESTOR MUST CONDUCT AND RELY ON ITS OWN EVALUATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SECURITIES. INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, BUSINESS OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT SUCH INVESTOR'S OWN ATTORNEY, BUSINESS ADVISOR AND TAX ADVISORS AS TO THE LEGAL, BUSINESS, TAX AND RELATED MATTERS CONCERNING THE INVESTMENT DESCRIBED IN THIS MEMORANDUM AND ITS SUITABILITY FOR SUCH PROSPECTIVE INVESTOR. SEE "RISK FACTORS."

CERTAIN PROVISIONS OF VARIOUS AGREEMENTS AND DOCUMENTS ARE SUMMARIZED IN THIS MEMORANDUM, BUT PROSPECTIVE INVESTORS SHOULD NOT ASSUME THAT SUCH SUMMARIES ARE COMPLETE. SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE COMPLETE TEXT OF SUCH AGREEMENTS.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS MEMORANDUM, OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE OFFERING, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY'S OFFICER(S).

THE COMPANY'S OFFICER DISCLAIMS ANY AND ALL LIABILITIES FOR REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, CONTAINED IN OR OMISSIONS FROM, THIS MEMORANDUM OR ANY OTHER WRITTEN OR ORAL COMMUNICATION TRANSMITTED OR MADE AVAILABLE TO THE RECIPIENT. EACH INVESTOR WILL BE ENTITLED TO RELY SOLELY UPON THOSE WRITTEN REPRESENTATIONS AND WARRANTIES THAT MAY BE MADE TO IT IN ANY FINAL SUBSCRIPTION AGREEMENT RELATING TO THE SECURITIES REFERRED TO IN THIS MEMORANDUM.

NO SALE WILL BE MADE TO ANY PERSON WHO CANNOT DEMONSTRATE COMPLIANCE WITH THE SUITABILITY STANDARDS DESCRIBED IN THIS MEMORANDUM. IF YOU ARE IN ANY DOUBT AS TO THE SUITABILITY OF AN INVESTMENT IN THE DIGITAL COINS

(ERC-1404) TOKENS, DETAILS OF WHICH ARE GIVEN IN THIS MEMORANDUM, YOU SHOULD CONSULT YOUR INVESTMENT ADVISER.

THE COMPANY'S OFFICER RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER, TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR TO ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF DIGITAL COINS (ERC-1404) TOKENS THAT SUCH INVESTOR DESIRES TO PURCHASE. THE COMPANY'S OFFICER SHALL HAVE NO LIABILITY WHATSOEVER TO ANY OFFEREE AND/OR INVESTOR IN THE EVENT THAT ANY OF THE FOREGOING SHALL OCCUR.

EACH PROSPECTIVE INVESTOR MAY MAKE INQUIRIES OF THE COMPANY'S OFFICER WITH RESPECT TO THE COMPANY'S BUSINESS OR ANY OTHER MATTER RELATING TO THE COMPANY OR AN INVESTMENT IN THE SECURITIES OFFERED HEREUNDER, AND MAY OBTAIN ANY ADDITIONAL INFORMATION THAT SUCH PERSON DEEMS TO BE NECESSARY IN CONNECTION WITH MAKING AN INVESTMENT DECISION IN ORDER TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM (TO THE EXTENT THAT THE COMPANY'S OFFICER POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE).

IN CONNECTION WITH SUCH AN INQUIRY, ANY DOCUMENT THAT A PROSPECTIVE INVESTOR WISHES TO REVIEW WILL BE MADE AVAILABLE FOR INSPECTION AND COPYING OR FURNISHED, UPON REQUEST, SUBJECT TO THE PROSPECTIVE INVESTOR'S AGREEMENT TO MAINTAIN SUCH INFORMATION IN CONFIDENCE AND TO RETURN THE SAME TO THE COMPANY'S OFFICER IF THE RECIPIENT DOES NOT PURCHASE THE SECURITIES OFFERED HEREUNDER. ANY SUCH INQUIRIES OR REQUESTS FOR ADDITIONAL INFORMATION OR DOCUMENTATION SHOULD BE MADE IN WRITING TO THE COMPANY'S OFFICER ADDRESSED AS FOLLOWS:

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A PROSPECTIVE INVESTOR SHOULD NOT SUBSCRIBE FOR THE SECURITIES DESCRIBED HEREIN UNLESS SATISFIED THAT HE/SHE OR HE/SHE AND HIS/HER INVESTMENT REPRESENTATIVE HAS ASKED FOR AND RECEIVED ALL INFORMATION WHICH WOULD ENABLE HIM/HER OR BOTH OF THEM TO EVALUATE THE MERITS AND RISKS OF THE PROPOSED INVESTMENT.

JURISDICTIONAL (NASAA) LEGENDS

FOR RESIDENTS OF ALL STATES: THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN A PARTICULAR STATE. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE HEREBY ADVISED TO CONTACT THE COMPANY. THE SECURITIES DESCRIBED IN THIS MEMORANDUM HAVE NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS (COMMONLY CALLED "BLUE SKY" LAWS). THESE SECURITIES MUST BE ACQUIRED FOR INVESTMENT

PURPOSES ONLY AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION OF SUCH SECURITIES UNDER SUCH LAWS, OR AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THE STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OF SALE MAY BE MADE IN ANY PARTICULAR STATE.

1. NOTICE TO ALABAMA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE ALABAMA SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ALABAMA SECURITIES COMMISSION. THE COMMISSION DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

2. NOTICE TO ALASKA RESIDENTS ONLY: THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED WITH THE ADMINISTRATOR OF SECURITIES OF THE STATE OF ALASKA UNDER PROVISIONS OF 3 AAC 08.500-3 AAC 08.504. THE INVESTOR IS ADVISED THAT THE ADMINISTRATOR HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE ADMINISTRATOR. THE FACT OF REGISTRATION DOES NOT MEAN THAT THE ADMINISTRATOR HAS PASSED IN ANY WAY UPON THE MERITS, RECOMMENDED, OR APPROVED THE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A VIOLATION OF 45.55.170. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

3. NOTICE TO ARIZONA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE ARIZONA SECURITIES ACT IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION PURSUANT TO A.R.S. SECTION 44-1844 (1) AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE ALSO REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

4. NOTICE TO ARKANSAS RESIDENTS ONLY: THESE SECURITIES ARE OFFERED IN RELIANCE UPON CLAIMS OF EXEMPTION UNDER THE ARKANSAS SECURITIES ACT AND SECTION 4(2) OF THE SECURITIES ACT OF 1933. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ARKANSAS SECURITIES DEPARTMENT OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE DEPARTMENT NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, MADE ANY RECOMMENDATIONS AS TO THEIR PURCHASE, APPROVED OR DISAPPROVED THIS OFFERING OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

5. FOR CALIFORNIA RESIDENTS ONLY: THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS OFFERING HAS NOT BEEN QUALIFIED WITH COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATIONS IS UNLAWFUL, UNLESS THE SALE OF

SECURITIES IS EXEMPTED FROM QUALIFICATION BY SECTION 25100, 25102, OR 25104 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS OFFERING ARE EXPRESSLY CONDITION UPON SUCH QUALIFICATIONS BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

6. FOR COLORADO RESIDENTS ONLY: THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991 BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991, IF SUCH REGISTRATION IS REQUIRED.

7. NOTICE TO CONNECTICUT RESIDENTS ONLY: SHARES ACQUIRED BY CONNECTICUT RESIDENTS ARE BEING SOLD AS A TRANSACTION EXEMPT UNDER SECTION 36- 409(b) (9) (A) OF THE CONNECTICUT, UNIFORM SECURITIES ACT. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF CONNECTICUT. ALL INVESTORS SHOULD BE AWARE THAT THERE ARE CERTAIN RESTRICTIONS AS TO THE TRANSFERABILITY OF THE SHARES.

8. NOTICE TO DELAWARE RESIDENTS ONLY: IF YOU ARE A DELAWARE RESIDENT, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE DELAWARE SECURITIES ACT. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

9. NOTICE TO DISTRICT OF COLUMBIA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES BUREAU OF THE DISTRICT OF COLUMBIA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

10. NOTICE TO FLORIDA RESIDENTS ONLY: THE SHARES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED WITH THE FLORIDA DIVISION OF SECURITIES AND INVESTOR PROTECTION UNDER THE FLORIDA SECURITIES ACT. THE SHARES REFERRED TO HEREIN WILL BE SOLD TO, AND ACQUIRED BY THE HOLDER IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF SAID ACT. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL OFFEREEES WHO ARE FLORIDA RESIDENTS SHOULD BE AWARE THAT SECTION 517.061(11)(a)(5) OF THE ACT PROVIDES, IN RELEVANT PART, AS FOLLOWS: "WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN [FLORIDA], ANY SALE IN [FLORIDA] MADE PURSUANT TO [THIS SECTION] IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN 3 DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT OR WITHIN 3 DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER." THE AVAILABILITY OF THE PRIVILEGE TO VOID SALES PURSUANT TO SECTION 517.061(11) IS HEREBY COMMUNICATED TO EACH FLORIDA OFFEREE. EACH PERSON ENTITLED TO EXERCISE THE PRIVILEGE TO AVOID SALES GRANTED BY SECTION 517.061 (11) (A)(5)

AND WHO WISHES TO EXERCISE SUCH RIGHT, MUST, WITHIN 3 DAYS AFTER THE TENDER OF ANY AMOUNT TO THE COMPANY OR TO ANY AGENT OF THE COMPANY (INCLUDING THE SELLING AGENT OR ANY OTHER DEALER ACTING ON BEHALF OF THE PARTNERSHIP OR ANY SALESMAN OF SUCH DEALER) OR AN ESCROW AGENT CAUSE A WRITTEN NOTICE OR TELEGRAM TO BE SENT TO THE COMPANY AT THE ADDRESS PROVIDED IN THIS CONFIDENTIAL EXECUTIVE SUMMARY. SUCH LETTER OR TELEGRAM MUST BE SENT AND, IF POSTMARKED, POSTMARKED ON OR PRIOR TO THE END OF THE AFOREMENTIONED THIRD DAY. IF A PERSON IS SENDING A LETTER, IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ASSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. SHOULD A PERSON MAKE THIS REQUEST ORALLY, HE MUST ASK FOR WRITTEN CONFIRMATION THAT HIS REQUEST HAS BEEN RECEIVED.

11. NOTICE TO GEORGIA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE GEORGIA SECURITIES ACT PURSUANT TO REGULATION 590-4-5-04 AND -01. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

12. NOTICE TO HAWAII RESIDENTS ONLY: NEITHER THIS PROSPECTUS NOR THE SECURITIES DESCRIBED HEREIN BEEN APPROVED OR DISAPPROVED BY THE COMMISSIONER OF SECURITIES OF THE STATE OF HAWAII NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS.

13. NOTICE TO IDAHO RESIDENTS ONLY: THESE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE IDAHO SECURITIES ACT IN RELIANCE UPON EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 30-14-203 OR 302(c) THEREOF AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SAID ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SAID ACT.

14. NOTICE TO ILLINOIS RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF THE STATE OF ILLINOIS NOR HAS THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OR ADEQUACY OF THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

15. NOTICE TO INDIANA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 23-2-1-2 OF THE INDIANA SECURITIES LAW AND HAVE NOT BEEN REGISTERED UNDER SECTION 23-2-1-3. THEY CANNOT THEREFORE BE RESOLD UNLESS THEY ARE REGISTERED UNDER SAID LAW OR UNLESS AN EXEMPTION FORM REGISTRATION IS AVAILABLE. A CLAIM OF EXEMPTION UNDER SAID LAW HAS BEEN FILED, AND IF SUCH EXEMPTION IS NOT DISALLOWED SALES OF THESE SECURITIES MAY BE MADE. HOWEVER, UNTIL SUCH EXEMPTION IS GRANTED, ANY OFFER MADE PURSUANT HERETO IS PRELIMINARY AND SUBJECT TO MATERIAL CHANGE.

16. NOTICE TO IOWA RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY

CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED; THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

17. NOTICE TO KANSAS RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 81-5-6 OF THE KANSAS SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

18. NOTICE TO KENTUCKY RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 808 OF THE KENTUCKY SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

19. NOTICE TO LOUISIANA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 1 OF THE LOUISIANA SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

20. NOTICE TO MAINE RESIDENTS ONLY: THE ISSUER IS REQUIRED TO MAKE A REASONABLE FINDING THAT THE SECURITIES OFFERED ARE A SUITABLE INVESTMENT FOR THE PURCHASER AND THAT THE PURCHASER IS FINANCIALLY ABLE TO BEAR THE RISK OF LOSING THE ENTIRE AMOUNT INVESTED. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION UNDER §16202(15) OF THE MAINE UNIFORM SECURITIES ACT AND ARE NOT REGISTERED WITH THE SECURITIES ADMINISTRATOR OF THE STATE OF MAINE. THE SECURITIES OFFERED FOR SALE MAY BE RESTRICTED SECURITIES AND THE HOLDER MAY NOT BE ABLE TO RESELL THE SECURITIES UNLESS:

- (1) THE SECURITIES ARE REGISTERED UNDER STATE AND FEDERAL SECURITIES LAWS, OR
- (2) AN EXEMPTION IS AVAILABLE UNDER THOSE LAWS.

21. NOTICE TO MARYLAND RESIDENTS ONLY: IF YOU ARE A MARYLAND RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS

MEMORANDUM, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING SOLD AS A TRANSACTION EXEMPT UNDER SECTION 11-602(9) OF THE MARYLAND SECURITIES ACT. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MARYLAND. ALL INVESTORS SHOULD BE AWARE THAT THERE ARE CERTAIN RESTRICTIONS AS TO THE TRANSFERABILITY OF THE SHARES.

22. NOTICE TO MASSACHUSETTS RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE COMMONWEALTH OF MASSACHUSETTS NOR HAS THE SECRETARY OF THE COMMONWEALTH PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

23. TO RESIDENTS OF MICHIGAN: NO SALE OF THE SECURITIES WILL BE MADE TO RESIDENTS OF THE STATE OF MICHIGAN WHO ARE UNACCREDITED INVESTORS IF THE AMOUNT OF SUCH INVESTMENT IN THE SECURITIES WOULD EXCEED TEN PERCENT (10%) OF SUCH INVESTOR'S NET WORTH (EXCLUDING PRINCIPAL RESIDENCE, FURNISHINGS THEREIN AND PERSONAL AUTOMOBILES).

24. NOTICE TO MICHIGAN RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE MICHIGAN SECURITIES ACT. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

25. NOTICE TO MINNESOTA RESIDENTS ONLY: THESE SECURITIES BEING OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO REGISTRATION, OR AN EXEMPTION THEREFROM.

26. NOTICE TO MISSISSIPPI RESIDENTS ONLY: THE SHARES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE MISSISSIPPI SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE MISSISSIPPI SECRETARY OF STATE OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE SECRETARY OF STATE NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, OR APPROVED OR DISAPPROVED THIS OFFERING. THE SECRETARY OF STATE DOES NOT RECOMMEND THE PURCHASE OF THESE OR ANY OTHER SECURITIES. EACH PURCHASER OF THE SECURITIES MUST MEET CERTAIN SUITABILITY STANDARDS AND MUST BE ABLE TO BEAR AN ENTIRE LOSS OF THIS INVESTMENT. THE SECURITIES MAY NOT BE TRANSFERRED FOR A PERIOD OF ONE (1) YEAR EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE MISSISSIPPI SECURITIES ACT OR IN A TRANSACTION IN COMPLIANCE WITH THE MISSISSIPPI SECURITIES ACT.

27. FOR MISSOURI RESIDENTS ONLY: THE SECURITIES OFFERED HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE PURCHASER IN A TRANSACTION EXEMPT UNDER SECTION 4.G OF THE MISSOURI SECURITIES LAW OF 1953, AS AMENDED. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MISSOURI. UNLESS THE SECURITIES ARE SO REGISTERED, THEY MAY NOT BE

OFFERED FOR SALE OR RESOLD IN THE STATE OF MISSOURI, EXCEPT AS A SECURITY, OR IN A TRANSACTION EXEMPT UNDER SAID ACT.

28. NOTICE TO MONTANA RESIDENTS ONLY: IN ADDITION TO THE INVESTOR SUITABILITY STANDARDS THAT ARE OTHERWISE APPLICABLE, ANY INVESTOR WHO IS A MONTANA RESIDENT MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) IN EXCESS OF FIVE (5) TIMES THE AGGREGATE AMOUNT INVESTED BY SUCH INVESTOR IN THE SHARES.

29. NOTICE TO NEBRASKA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER CHAPTER 15 OF THE NEBRASKA SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

30. NOTICE TO NEVADA RESIDENTS ONLY: IF ANY INVESTOR ACCEPTS ANY OFFER TO PURCHASE THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 49:3-60(b) OF THE NEVADA SECURITIES LAW. THE INVESTOR IS HEREBY ADVISED THAT THE ATTORNEY GENERAL OF THE STATE OF NEVADA HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING AND THE FILING OF THE OFFERING WITH THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE, OR SALE THEREOF, BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEVADA. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. NEVADA ALLOWS THE SALE OF SECURITIES TO 25 OR FEWER PURCHASERS IN THE STATE WITHOUT REGISTRATION. HOWEVER, CERTAIN CONDITIONS APPLY, I.E., THERE CAN BE NO GENERAL ADVERTISING OR SOLICITATION AND COMMISSIONS ARE LIMITED TO LICENSED BROKER-DEALERS. THIS EXEMPTION IS GENERALLY USED WHERE THE PROSPECTIVE INVESTOR IS ALREADY KNOWN AND HAS A PRE-EXISTING RELATIONSHIP WITH THE COMPANY. (SEE NRS 90.530.11.)

31. NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY: NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE UNDER THIS CHAPTER HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

32. NOTICE TO NEW JERSEY RESIDENTS ONLY: IF YOU ARE A NEW JERSEY RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THIS MEMORANDUM HAS NOT

BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

33. NOTICE TO NEW MEXICO RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE NEW MEXICO DEPARTMENT OF BANKING NOR HAS THE SECURITIES DIVISION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

34. NOTICE TO NEW YORK RESIDENTS ONLY: THIS DOCUMENT HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE COMPANY HAS TAKEN NO STEPS TO CREATE AN AFTER MARKET FOR THE SHARES OFFERED HEREIN AND HAS MADE NO ARRANGEMENTS WITH BROKERS OF OTHERS TO TRADE OR MAKE A MARKET IN THE SHARES. AT SOME TIME IN THE FUTURE, THE COMPANY MAY ATTEMPT TO ARRANGE FOR INTERESTED BROKERS TO TRADE OR MAKE A MARKET IN THE SECURITIES AND TO QUOTE THE SAME IN A PUBLISHED QUOTATION MEDIUM, HOWEVER, NO SUCH ARRANGEMENTS HAVE BEEN MADE AND THERE IS NO ASSURANCE THAT ANY BROKERS WILL EVER HAVE SUCH AN INTEREST IN THE SECURITIES OF THE COMPANY OR THAT THERE WILL EVER BE A MARKET THEREFORE.

35. NOTICE TO NORTH CAROLINA RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FORGOING AUTHORITIES HAVE NOT CONFIRMED ACCURACY OR DETERMINED ADEQUACY OF THIS DOCUMENT. REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

36. NOTICE TO NORTH DAKOTA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

37. NOTICE TO OHIO RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 107.03(2) OF THE OHIO SECURITIES

LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

38. NOTICE TO OKLAHOMA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED FOR SALE IN THE STATE OF OKLAHOMA IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION FOR PRIVATE OFFERINGS. ALTHOUGH A PRIOR FILING OF THIS MEMORANDUM AND THE INFORMATION HAS BEEN MADE WITH THE OKLAHOMA SECURITIES COMMISSION, SUCH FILING IS PERMISSIVE ONLY AND DOES NOT CONSTITUTE AN APPROVAL, RECOMMENDATION OR ENDORSEMENT, AND IN NO SENSE IS TO BE REPRESENTED AS AN INDICATION OF THE INVESTMENT MERIT OF SUCH SECURITIES. ANY SUCH REPRESENTATION IS UNLAWFUL.

39. NOTICE TO OREGON RESIDENTS ONLY: THE SECURITIES OFFERED HAVE BEEN REGISTERED WITH THE CORPORATION COMMISSION OF THE STATE OF OREGON UNDER PROVISIONS OF OAR 815 DIVISION 36. THE INVESTOR IS ADVISED THAT THE COMMISSIONER HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE COMMISSIONER. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE COMPANY CREATING THE SECURITIES, AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

40. NOTICE TO PENNSYLVANIA RESIDENTS ONLY: EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 203(d), DIRECTLY FROM THE ISSUER OR AFFILIATE OF THIS ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY) OR ANY OTHER PERSON WITHIN TWO (2) BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO BINDING CONTRACT OF PURCHASE, WITHIN TWO (2) BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES MADE PURSUANT TO A PROSPECTUS WHICH CONTAINS A NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(m) OF THE PENNSYLVANIA SECURITIES ACT OF 1972 (70 PS § 1-207(m)), YOU MAY ELECT, WITHIN TWO (2) BUSINESS DAYS AFTER THE FIRST TIME YOU HAVE RECEIVED THIS NOTICE AND A PROSPECTUS TO WITHDRAW FROM YOUR PURCHASE AGREEMENT AND RECEIVE A FULL REFUND OF ALL MONEYS PAID BY YOU. YOUR WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU NEED ONLY SEND A LETTER OR TELEGRAM TO THE ISSUER (OR UNDERWRITER IF ONE IS LISTED ON THE FRONT PAGE OF THE PROSPECTUS) INDICATING YOUR INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF YOU ARE SENDING A LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO EVIDENCE THE TIME WHEN IT WAS MAILED. SHOULD YOU MAKE THIS REQUEST ORALLY, YOU SHOULD ASK WRITTEN CONFIRMATION THAT YOUR REQUEST HAS BEEN RECEIVED. NO SALE OF THE SECURITIES WILL BE MADE TO RESIDENTS OF THE STATE OF PENNSYLVANIA WHO ARE NON-ACCREDITED INVESTORS IF THE AMOUNT OF SUCH INVESTMENT IN THE SECURITIES WOULD EXCEED TWENTY (20%) OF SUCH

INVESTOR'S NET WORTH (EXCLUDING PRINCIPAL RESIDENCE, FURNISHINGS THEREIN AND PERSONAL AUTOMOBILES). EACH PENNSYLVANIA RESIDENT MUST AGREE NOT TO SELL THESE SECURITIES FOR A PERIOD OF TWELVE (12) MONTHS AFTER THE DATE OF PURCHASE, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION. THE SECURITIES HAVE BEEN ISSUED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENT OF THE PENNSYLVANIA SECURITIES ACT OF 1972. NO SUBSEQUENT RESALE OR OTHER DISPOSITION OF THE SECURITIES MAY BE MADE WITHIN 12 MONTHS FOLLOWING THEIR INITIAL SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION, AND THEREAFTER ONLY PURSUANT TO AN EFFECTIVE REGISTRATION OR EXEMPTION.

41. NOTICE TO RHODE ISLAND RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE DEPARTMENT OF BUSINESS REGULATION OF THE STATE OF RHODE ISLAND NOR HAS THE DIRECTOR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

42. NOTICE TO SOUTH CAROLINA RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE SOUTH CAROLINA UNIFORM SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE SOUTH CAROLINA SECURITIES COMMISSIONER. THE COMMISSIONER DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

43. NOTICE TO SOUTH DAKOTA RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED FOR SALE IN THE STATE OF SOUTH DAKOTA PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SOUTH DAKOTA BLUE SKY LAW, CHAPTER 47-31, WITH THE DIRECTOR OF THE DIVISION OF SECURITIES OF THE DEPARTMENT OF COMMERCE AND REGULATION OF THE STATE OF SOUTH DAKOTA. THE EXEMPTION DOES NOT CONSTITUTE A FINDING THAT THIS MEMORANDUM IS TRUE, COMPLETE, AND NOT MISLEADING, NOR HAS THE DIRECTOR OF THE DIVISION OF SECURITIES PASSED IN ANY WAY UPON THE MERITS OF, RECOMMENDED, OR GIVEN APPROVAL TO THESE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

44. NOTICE TO TENNESSEE RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD. EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO

BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

45. NOTICE TO TEXAS RESIDENTS ONLY: THE SECURITIES OFFERED HEREUNDER HAVE NOT BEEN REGISTERED UNDER APPLICABLE TEXAS SECURITIES LAWS AND, THEREFORE, ANY PURCHASER THEREOF MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER SUCH SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. FURTHER, PURSUANT TO §109.13 UNDER THE TEXAS SECURITIES ACT, THE COMPANY IS REQUIRED TO APPRISE PROSPECTIVE INVESTORS OF THE FOLLOWING: A LEGEND SHALL BE PLACED, UPON ISSUANCE, ON CERTIFICATES REPRESENTING SECURITIES PURCHASED HEREUNDER, AND ANY PURCHASER HEREUNDER SHALL BE REQUIRED TO SIGN A WRITTEN AGREEMENT THAT HE WILL NOT SELL THE SUBJECT SECURITIES WITHOUT REGISTRATION UNDER APPLICABLE SECURITIES LAWS, OR EXEMPTIONS THEREFROM.

46. NOTICE TO UTAH RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE UTAH SECURITIES ACT. THE SECURITIES CANNOT BE TRANSFERRED OR SOLD EXCEPT IN TRANSACTIONS WHICH ARE EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

47. NOTICE TO VERMONT RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE STATE OF VERMONT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

48. NOTICE TO VIRGINIA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION UNDER SECTION 13.1-514 OF THE VIRGINIA SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

49. NOTICE TO WASHINGTON RESIDENTS ONLY: THE ADMINISTRATOR OF SECURITIES HAS NOT REVIEWED THE OFFERING OR PRIVATE PLACEMENT MEMORANDUM AND THE SECURITIES HAVE NOT BEEN REGISTERED IN RELIANCE UPON THE SECURITIES ACT OF WASHINGTON, CHAPTER 21.20 RCW, AND THEREFORE, CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER THE SECURITIES ACT OF WASHINGTON, CHAPTER 21.20 RCW, OR UNLESS AN EXEMPTION FROM REGISTRATION IS MADE AVAILABLE.

50. NOTICE TO WEST VIRGINIA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 15.06(b) (9) OF THE WEST VIRGINIA SECURITIES LAW AND MAY NOT BE REOFFERED FOR SALE, TRANSFERRED, OR

RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

51. NOTICE TO WISCONSIN RESIDENTS ONLY: IN ADDITION TO THE INVESTOR SUITABILITY STANDARDS THAT ARE OTHERWISE APPLICABLE, ANY INVESTOR WHO IS A WISCONSIN RESIDENT MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) IN EXCESS OF THREE AND ONE-THIRD (3 1/3) TIMES THE AGGREGATE AMOUNT INVESTED BY SUCH INVESTOR IN THE SHARES OFFERED HEREIN.

52. FOR WYOMING RESIDENTS ONLY: ALL WYOMING RESIDENTS WHO SUBSCRIBE TO PURCHASE SHARES OFFERED BY THE COMPANY MUST SATISFY THE FOLLOWING MINIMUM FINANCIAL SUITABILITY REQUIREMENTS IN ORDER TO PURCHASE SHARES: A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000); AND THE PURCHASE PRICE OF SHARES SUBSCRIBED FOR MAY NOT EXCEED TWENTY PERCENT (20%) OF THE NET WORTH OF THE SUBSCRIBER; AND "TAXABLE INCOME" AS DEFINED IN SECTION 63 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, DURING THE LAST TAX YEAR AND ESTIMATED "TAXABLE INCOME" DURING THE CURRENT TAX YEAR SUBJECT TO A FEDERAL INCOME TAX RATE OF NOT LESS THAN THIRTY-THREE PERCENT (33%). IN ORDER TO VERIFY THE FOREGOING, ALL SUBSCRIBERS WHO ARE WYOMING RESIDENTS WILL BE REQUIRED TO REPRESENT IN THE SUBSCRIPTION AGREEMENT THAT THEY MEET THESE WYOMING SPECIAL INVESTOR SUITABILITY REQUIREMENTS.

During the course of the Offering and prior to any sale, each offeree of the Shares and his or her professional advisor(s), if any, are invited to ask questions concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the information set forth herein. Such information will be provided to the extent the Company possess such information or can acquire it without unreasonable effort or expense.

EACH PROSPECTIVE INVESTOR WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, MANAGEMENT OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORTS OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM. IF YOU HAVE ANY QUESTIONS WHATSOEVER REGARDING THIS OFFERING, OR DESIRE ANY ADDITIONAL INFORMATION OR DOCUMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS MEMORANDUM, PLEASE WRITE OR CALL:

Elektrikka, Inc.
For Attn. : Danet Suryatama, Ph.D.
5701 Cherry Lane, West Bloomfield, MI 48324, USA
Phone: 1-248-425 1712
Email : sto@elektrikka.net
<https://www.elektrikka.net>

PRESENCE OF A LEGEND OF ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN

THAT AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR STATE. THIS MEMORANDUM MAY BE SUPPLEMENTED BY ADDITIONAL STATE LEGENDS. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE ADVISED TO CONTACT THE COMPANY FOR A CURRENT LIST OF STATES IN WHICH OFFERS OR SALES MAY BE LAWFULLY MADE. INVESTOR SUITABILITY STANDARDS

NOTICE TO FOREIGN INVESTORS

IF YOU LIVE OUTSIDE THE UNITED STATES, IT IS YOUR RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES.

INVESTOR SUITABILITY STANDARDS

THE SECURITIES ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER BY THE SEC IMPOSE LIMITATIONS ON THE PERSONS WHO MAY PARTICIPATE IN THIS OFFERING AND FROM WHOM SUBSCRIPTIONS MAY BE ACCEPTED. ACCORDINGLY, THIS OFFERING AND THE SALE OF THE SECURITIES ARE LIMITED TO PERSONS WHO ARE "ACCREDITED INVESTORS" AS THAT TERM IS DEFINED IN RULE 506(C) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933. A PERSON WHO IS AN ACCREDITED INVESTOR MAY SUBSCRIBE FOR SECURITIES BY (1) EXECUTING THE SUBSCRIPTION AGREEMENT AND PURCHASER QUESTIONNAIRE ATTACHED TO THIS MEMORANDUM UNDER THE CAPTION "APPENDICES" AND (2) DELIVERING SUCH DOCUMENTS TO THE COMPANY'S OFFICER ALONG WITH THE SUBSCRIPTION PAYMENTS FOR THE SECURITIES BEING PURCHASED.

AN ACCREDITED INVESTOR IS ANY PERSON OR ENTITY REASONABLY DESCRIBED IN ANY OF THE FOLLOWING CATEGORIES OR, WHO THE COMPANY'S OFFICER REASONABLY BELIEVES, IN RELIANCE ON REPRESENTATIONS MADE BY THE INVESTOR IN THE SUBSCRIPTION AGREEMENT AND PURCHASER QUESTIONNAIRE, IS REASONABLY DESCRIBED IN ANY OF THE FOLLOWING CATEGORIES AT THE TIME OF THE SALE OF THE SECURITIES TO THAT PERSON:

- A. A BANK OR SAVINGS AND LOAN ASSOCIATION, AS DEFINED IN THE SECURITIES ACT, WHETHER ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY.
- B. A BROKER OR DEALER REGISTERED PURSUANT TO THE SECURITIES AND EXCHANGE ACT OF 1934.
- C. AN INSURANCE COMPANY, AS DEFINED IN THE SECURITIES ACT.
- D. AN INVESTMENT COMPANY REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940.
- E. A BUSINESS DEVELOPMENT COMPANY, AS DEFINED IN THE INVESTMENT COMPANY ACT OF 1940.
- F. A SMALL BUSINESS INVESTMENT COMPANY LICENSED BY THE U.S. SMALL BUSINESS ADMINISTRATION.
- G. A PLAN ESTABLISHED AND MAINTAINED BY A STATE, ITS POLITICAL SUBDIVISIONS, OR AN 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 FIVE MILLION (\$5,000,000.00) DOLLARS (USD).
- H. AN EMPLOYEE BENEFIT PLAN WITHIN THE MEANING OF TITLE I OF THE EMPLOYMENT RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA), IF THE INVESTMENT DECISION WITH RESPECT TO THIS INVESTMENT IS MADE BY A PLAN FIDUCIARY AS DEFINED IN ERISA, WHICH IS EITHER A BANK, INSURANCE COMPANY, OR REGISTERED INVESTMENT ADVISOR, OR IF THE EMPLOYEE BENEFIT PLAN HAS TOTAL ASSETS IN EXCESS OF FIVE MILLION (\$5,000,000.00) DOLLARS.

I. A PRIVATE BUSINESS DEVELOPMENT COMPANY, AS DEFINED IN THE INVESTMENT ADVISORS ACT OF 1940.

J. A TAX EXEMPT ORGANIZATION DEFINED IN SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR A CORPORATION, MASSACHUSETTS OR SIMILAR BUSINESS TRUST, OR PARTNERSHIP,

NOT FORMED FOR THE SPECIFIC PURPOSE OF ACQUIRING THE SECURITIES, WITH TOTAL ASSETS IN EXCESS OF FIVE MILLION (\$5,000,000.00) DOLLARS.

K. A DIRECTOR OR OFFICER OF THE COMPANY.

L. A NATURAL PERSON WHO'S INDIVIDUAL NET WORTH (OR JOINT NET WORTH WITH THAT PERSON'S SPOUSE) EXCEEDS ONE MILLION (\$1,000,000.00) DOLLARS.

M. A NATURAL PERSON WHO HAD AN INDIVIDUAL INCOME IN EXCESS OF \$200,000 IN EACH OF THE TWO MOST RECENT YEARS AND WHO REASONABLY EXPECTS AN INCOME IN EXCESS OF \$200,000 IN THE CURRENT YEAR.

N. A TRUST, WITH TOTAL ASSETS IN EXCESS OF FIVE MILLION (\$5,000,000.00) DOLLARS, 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) UNDER THE SECURITIES ACT.

O. AN ENTITY ALL THE EQUITY OWNERS OF WHICH MAY RESPOND AFFIRMATIVELY TO ANY OF THE PRECEDING PARAGRAPHS.

FORWARD-LOOKING STATEMENTS

CERTAIN STATEMENTS IN THIS MEMORANDUM INCLUDING BUT NOT LIMITED TO STATEMENTS, ESTIMATES AND PROJECTIONS OF FUTURE TRENDS AND OF THE ANTICIPATED FUTURE PERFORMANCE OF THE COMPANY CONSTITUTE "FORWARD-LOOKING STATEMENTS". SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER IMPORTANT FACTORS THAT COULD CAUSE THE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS OF THE COMPANY , OR INDUSTRY RESULTS, TO DIFFER MATERIALLY FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENT IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS.

STATEMENTS IN THIS MEMORANDUM THAT ARE FORWARD-LOOKING, INVOLVE NUMEROUS RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM EXPECTED RESULTS AND ARE BASED ON THE COMPANY'S MANAGEMENT CURRENT BELIEFS AND ASSUMPTIONS REGARDING A LARGE NUMBER OF FACTORS AFFECTING ITS BUSINESS. ACTUAL RESULTS MAY DIFFER MATERIALLY FROM EXPECTED RESULTS. THERE CAN BE NO ASSURANCE THAT (I) THE COMPANY'S OFFICER HAS CORRECTLY MEASURED OR IDENTIFIED ALL OF THE FACTORS AFFECTING ITS BUSINESS OR THE EXTENT OF THEIR LIKELY IMPACT, (II) THE PUBLICLY AVAILABLE INFORMATION WITH RESPECT TO THESE FACTORS ON WHICH THE COMPANY'S OFFICER(S)'S ANALYSIS IS BASED IS COMPLETE OR ACCURATE, (III) THE COMPANY'S OFFICER(S)'S ANALYSIS IS CORRECT

OR (IV) THE COMPANY'S STRATEGY, WHICH IS BASED IN PART ON THIS ANALYSIS, WILL BE SUCCESSFUL.

NASAA UNIFORM LEGEND

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY UPON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE DIGITAL COINS (ERC-1404) TOKENS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD, EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION THEREUNDER OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE REGARDING AGREEMENT TO ARBITRATE

THIS MEMORANDUM REQUIRES THAT ALL INVESTORS ARBITRATE ANY DISPUTE ARISING OUT OF THEIR INVESTMENT IN THE DIGITAL COINS (ERC-1404) TOKENS. YOU FURTHER AGREE THAT THE ARBITRATION WILL BE BINDING AND HELD IN STATE OF MICHIGAN, USA. YOU AGREE THEREBY, TO WAIVE ANY RIGHTS TO A JURY TRIAL. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE A SETTLEMENT OF A DISPUTE.

IRS CIRCULAR 230 DISCLOSURE

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, PROSPECTIVE INVESTORS ARE HEREBY NOTIFIED THAT: ANY U.S. FEDERAL TAX ADVICE CONTAINED IN THIS DOCUMENT (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF (I) AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE OR (II) PROMOTING, MARKETING, OR RECOMMENDING TO ANOTHER PARTY ANY TRANSACTION OR MATTER ADDRESSED HEREIN.

IMPORTANT NOTICE TO ALL INVESTORS

THE SECURITIES ARE NOT DEPOSITS OR OBLIGATIONS, OR GUARANTEED OR ENDORSED BY, ANY BANK OR OTHER INSURED DEPOSITORY INSTITUTION, AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (THE "FDIC"), THE FEDERAL RESERVE BOARD OR ANY OTHER GOVERNMENTAL AGENCY.

SUMMARY

Elektrikka Inc., a Michigan company (the “Company”), is offering up to Seventy Million Dollars (\$70,000,000.00) Digital Coins (ERC-1404) Tokens (“the Digital Coin (ERC-1404) Tokens” or the “Securities”), being named as “FCV Tokens” or “FCV” Tokens to Accredited Investors. The tokens term of sales is defined in Regulation D, Rule 506(c) promulgated under the United States Securities Act, as amended (the “Securities Act”). The minimum subscription amount per person is Ten Dollars (\$10.00). There is an aggregate/total minimum subscription requirement of Two Hundred Dollars (\$200,000). The offering price is \$10.00 per coin (Token). The Company reserves the right, subject to applicable securities laws, to begin applying the proceeds after \$200,000.00 has been invested from the Offering towards its investment program and other uses as more specifically set forth in this Memorandum. There is no escrow applicable to the Offering. All dollar amounts referred to herein refer to United States dollars. Tokens delivery and subscription will be via Ethereum Blockchain Network smart contract.

OFFERING SUMMARY

The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this Memorandum, including any Appendix or attachments hereto. Particular attention is directed to the Section entitled "Risk Factors,"..

Issuer	Elektrikka, Inc., a Michigan corporation (The "Company"), registered in the State of Michigan, USA
Investment Objectives	<p>To leverage and develop blockchain technologies for our automotive design and manufacturing operations including after sales service and maintenance</p> <p>The Company is seeking manufacturing expansion capital to build Elektrikka electric vehicles ("EV") and hydrogen fuel cell electric vehicles ("FCV") worldwide</p> <p>To proliferate the use of Lithium Ferrum Phosphate (LiFePO4) and latest battery technologies batteries for solar cell–battery power plants</p>
Securities	This Offering is for an aggregate of Seventy Million Dollars (\$70,000,000) gross proceeds from the sale of ("Digital Coins (ERC-1404) Tokens "or "Securities"). The minimum aggregate/total subscription amount is Two Hundred Thousand Dollars (\$200,000.00) otherwise all funds collected will be returned.
Securities/Tokens Name	FCV Token
Offering Price	\$10.00 per FCV Token. FCV Tokens are priced in US Dollar.
Current Offering Supply	7,000,000 FCV Tokens to represent 20% of current Elektrikka Inc. outstanding preferred & common stocks/shares.
Type of Token	Digital Coins (ERC-1404) Tokens – a modified ERC-20 contract – to comply with regulations set by the US SEC
Discount Token Price	<p>Dicount tokens will be calculated by summing only the Ethereum, Bitcoin or Fiat contributions, made during the sales period. There will be three bonus tranches during the sales period followed by a "standard" tranche.</p> <p>(a) Tranche 1: 25% off until end of June 2020 (b) Tranche 2: 15% off 1 July - 31 August 2020 (c) Tranche 3: 5% off 1 September – 30 November 2020 (d) Valid contributions made after November 2020 after the starting sales date shall receive no discount.</p>

Maximum Offering	Seventy Million Dollars (\$70,000,000) gross proceeds from the sale of (the “Digital Coins (ERC-1404) Tokens” or “Securities”).
Minimum Subscription	The minimum subscription per subscriber is Ten Dollars (\$10.00). The minimum aggregate/total subscription amount is Two Hundred Thousand Dollars (\$200,000.00) otherwise all funds collected will be returned. The company officer reserves the right to reject any subscription, in whole or in part, in its sole discretion. The officer will not unreasonably reject any subscription. All subscriptions for the Digital Coins (ERC-1404) Tokens are irrevocable after a 5 day grace period from the date of purchase.
Suitability Standards	The Company is offering the Securities solely to investors that satisfy certain suitability standards, including the ability to afford a complete loss of their investment (See “TERMS OF THE OFFERING”). Purchasers (sometimes referred to herein as “Subscribers”) will be limited to “Accredited Investors” as that term is defined in Rule 506(c) of Regulation D of the Securities Act. (See “SUITABILITY STANDARDS”)
Use of Proceeds	The Company expects to receive aggregate gross proceeds from the Offering of approximately Seventy Million Dollars (\$70,000,000) that will be used exclusively for general business purposes.
Expenses	All proposed purchasers of the Securities would be responsible for their own costs, fees, and expenses, including the costs, fees and expenses of their counsel and other advisors. The purchasers of the Securities will be required to indemnify the Company for any finder’s fees for which such purchasers may be responsible.
Sales Commissions	Investors will not bear any sales commission with respect to their acquisition of the Digital Coins (ERC-1404) Tokens offered hereby.
Risk Factors	AN INVESTMENT IN THE DIGITAL COINS (ERC-1404) TOKENS THAT ARE THE SUBJECT OF THE MEMORANDUM IS HIGHLY SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. INVESTORS SHOULD BE ABLE TO WITHSTAND THE TOTAL LOSS OF THEIR ENTIRE INVESTMENT IN THE DIGITAL COINS (ERC-1404) TOKENS. PROSPECTIVE PURCHASERS SHOULD CAREFULLY REVIEW THE INFORMATION SET FORTH UNDER “RISK FACTORS” AS WELL AS OTHER INFORMATION CONTAINED IN THIS MEMORANDUM. THERE CAN BE NO ASSURANCE THAT THE COMPANY’S OBJECTIVES CAN BE ACHIEVED. (SEE “RISK FACTORS”)

The Subscription Agreement The purchase of the Securities will be made pursuant to a Subscription Agreement and Confidential Purchaser Questionnaire that will contain, among other things, customary representations and warranties by the officer's of the company, certain covenants of the Company, investment representations of the purchasers, including representations that may be required by the Securities Act and applicable state "blue sky" laws, and appropriate conditions to closing, including, but not limited to, qualification of the offer and sale of the Securities under applicable state "blue sky," laws. A form of such Subscription Agreement and accompanying Confidential Purchaser Questionnaire are being delivered along with this Memorandum.

Subscription Procedure In order to subscribe for the Digital Coins (ERC-1404) Tokens, a Subscriber must (1) complete, execute and deliver to the company the Confidential Purchaser Questionnaire and Subscription Agreement in the form annexed hereto as Appendix A. (See "STO Purchase Agreement")

Financial Projections Require Caution Subscribers are urged to consider that the financial projections discussed, if any, business plan were prepared by the company's officer assuming a conservative position in the marketplace for the Company and the completion of this Offering. Such projections are not guaranteed of future financial performance, nor should they be understood as such by Subscribers. Subscribers should be aware of the inherent inaccuracies of forecasting. Although the Officer(s) has a reasonable basis for these projections and has provided them herewith in good faith, Subscribers may wish to consult independent market professionals about the Company's future performance.

RESTRICTED SECURITIES TRADE/TRANSFER

- As restricted securities, tokens issued to investors can be traded/transferred after one year or 12 months holding period from the effective date of purchase (as indicated by SEC, Rule 144(a) as a "safe harbor" exemption). The company will still have to verify the identity of subsequent Token holders in order to ensure Anti Money Laundering ("AML") / Office of Foreign Asset Control ("OFAC") compliance for dividend payments and compliance with applicable law.
- Twelve months from the date of purchase, Tokens may be transferred on designated trading systems or cryptocurrency exchanges that exist to trade security tokens. Elektrikka Inc. will inform investors of such securities exchanges but does not guarantee that there will be successful in these endeavors nor there are any cryptocurrency exchanges legally allowed to trade securities tokens.
- One year or twelve months from the date of purchase, peer-to-peer transfers will be permitted. Elektrikka Inc. plans to authorize peer-to-peer transfers as long as a sufficient process can be

established to verify the identity of subsequent Token holders in order to ensure AML/OFAC compliance for dividend payments and compliance with applicable law. There is no guarantee that Elektrikka, Inc. will be able to establish such procedures and authorize peer-to-peer transfers.

- Elektrikka Inc. will have a plan to repurchase restricted securities tokens and swap them with registered shares/tokens at later dates however Elektrikka Inc. does not guarantee that such plan will happen.

FCV Token Creation Event Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. NOTE THAT SECTION 14 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT PURCHASE TOKENS.

Your purchase of Ether based FCV Tokens (“**FCV**”) during the sale period (“**Sale Period**”) or pre-sale period (“**PreSale Period**”) from Elektrikka, Inc., a Michigan corporation (“**Company**,” “**we**,” “**us**,” or “**Elektrikka**”) is subject to these Amended and Restated Terms of Sale (“**Terms of Sale**”), which supersede and replace in its entirety any prior terms and conditions. Each of you and Company is a “**Party**,” and together the “**Parties**.”

These Terms of Sale take effect when you

(1) click an “I Agree” button, check box or other indicator of agreement presented with these Terms of Sale including electronic signature or, if earlier,

(2) when we receive payment in full pursuant to Section 2 (“**Effective Date**”). By purchasing FCV Tokens from us during the Sale Period, you agree that you have read and are bound by these Terms of Sale and all terms incorporated by reference. If you have any questions regarding these Terms of Sale, please contact us at sto@elektrikka.net.

You and Company agree as follows:

1. Purpose and Use of FCV in the Elektrikka Blockchain Technology

a. The purpose of FCV tokens is to allow accredited investors or businesses to purchase and earn FCV tokens across Company’s direct and indirect freelance ecosystem, suppliers and related services (collectively, the “**Services**”) as securities and utility Tokens for purchase of Elektrikka manufactured vehicles, vehicle parts, vehicle accessories and other goods or services within (the “Elektrikka Incorporated”). Specifically, FCV tokens are intended to serve as the virtual cryptocurrency for the Elektrikka Inc. (“**Product**”), which serves as a prepaid credit for goods of the Elektrikka Inc. operating companies. Important additional details regarding the Elektrikka Inc., Product, and Company are provided in the Elektrikka whitepaper/prospectus (the “**Whitepaper/Prospectus**”).

b. **FCV tokens are securities Tokens and the token purchasers have rights as shareholders for Elektrikka Incorporated, subject to limitations and conditions in applicable Elektrikka Inc. Terms and Policies (as defined below).**

2. Scope of Terms of Sale

a. Unless otherwise stated herein, these Terms of Sale govern only your purchase of Tokens from us during the Sale Period.

b. Any use of Tokens in connection with providing or receiving Services in the Elektrikka Inc. will be governed primarily by other applicable terms and policies stated within this prospectus (the “**Elektrikka Incorporated Terms and Policies**”). We may add new terms or policies to the Elektrikka Incorporated Terms and Policies in our sole discretion, and may update each of the Elektrikka Inc. Terms and Policies from time to time according to modification procedures set forth therein.

You have read and understand these Terms of Sale as well as the Elektrikka Inc. Terms and Policies, the Risk Disclosures, and the White Paper/Prospectus and will regularly check for updates to these documents on <https://www.elektrikka.net> (when it is made available) or other channels we make available, and will read any updates.

c. To the extent of any conflict with these Terms of Sale, the Elektrikka Inc. Terms and Policies shall control with respect to any issues relating to the use of FCV Tokens in connection with providing or receiving Services through the company’s Elektrikka Blockchain Technology.

3. Principles:

a. By transferring Ether (ETH) to the Smart Contract System creating FCV Tokens (“**FCV**”), or by transferring Ether (ETH), Bitcoin (BTC), or Fiat to the relevant FCV Token deposit addresses or accounts any time on April 30, 2019 10:00am EST (the “**Sale Period**”), you understand and accept that you make a contribution into a Smart Contract System or deposit address for the development of the Elektrikka Project. For the Whitepaper/Prospectus and/or further information on the Elektrikka Project, visit: [https:// www.elektrikka.net](https://www.elektrikka.net)

b. You understand and accept that while the individuals and entities, including the Company assigned to this task will make reasonable efforts to develop and complete the Elektrikka Project, it is possible that such development may fail and your FCV token may become useless and/or valueless due to technical, commercial, regulatory or any other reasons.

c. You are also aware of the risk that even if all or parts of the Elektrikka Project are successfully developed and released in full or in parts, due to a lack of public interest, the Elektrikka Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. You therefore understand and accept that the transfer of ETH to the Smart Contract System, or BTC, or Fiat to the relevant deposit address, and the creation of FCV token by the Smart Contract System **carries significant financial, regulatory and/or reputational risks (including the complete loss of value of created FCV token, if any, and attributed features of the Elektrikka Project.**

d. You furthermore understand and accept that as the creation of the FCV token as well as the assignment of the execution of the Elektrikka Project are smart contract based the terms and conditions applicable thereon are set forth in the Smart Contract System Code, existing on the Ethereum blockchain as set forth on the website: <https://www.elektrikka.net> (the “**Company Site**”). To the extent the Terms of Sale contained herein or in any other document or communication contradict to the ones set forth in the Smart Contract System, the terms of the

Smart Contract System shall prevail. Furthermore, neither this document nor any other document or communication may modify or add any additional obligations to Elektrikka or publisher of these Terms of Sale or developer of the Smart Contract System and/or any other person, entity and/or affiliates involved with the deployment of the Smart Contract System and the setting up of the Elektrikka Project beyond those set forth in the Smart Contract System.

e. By transferring ETH to the Smart Contract System, or by transferring BTC, or Fiat to the relevant deposit address, you expressly agree to all of the terms and conditions set forth in Smart Contract System Code existing on the Ethereum blockchain (at the addresses set forth under Section 4 and in this document (together the “**Terms**”). The User further confirms to have carefully reviewed the Smart Contract System Code, its functions and the terms and conditions set forth in this document and to fully understand the risks and costs of creating FCV Tokens and contributing into a Smart Contract System for the development of the Elektrikka Project.

f. This Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, an interest in any jurisdiction in which it is unlawful to make such an offer or solicitation.. It is a description of the functionality of a Smart Contract System.

g. By transferring ETH, or BTC, or Fiat to the relevant deposit address, and/or receiving FCV Tokens, no form of partnership, joint venture, agency or any similar relationship between you and the Company and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up of the Elektrikka Project is created.

h. The contribution into the Smart Contract System will be done in cryptocurrencies (ETH, Bitcoin only). Fiat currencies are accepted in the “presale” period.

4. FCV Token Creation Function

a. Contribution:

- (i) Accepted ERC-1404 tokens: The Smart Contract System does not accept any type of ERC-1404 token. Ether (ETH), Bitcoin and or Fiat Currencies are accepted. Any other type of token or cryptocurrency sent to the contract address may not be recoverable.
- (ii) Token Pools: During the Creation Period, a variable amount of FCV Tokens is planned to be created by the Smart Contract System, all of equal value and functionality. The maximum amount of FCV Tokens “FCV” created is 10,000,000.
 - (a) FCV token creation is a limited token creation event, which begins at or around the Ethereum block mined soonest after 10:00:00 EST on April 30, 2019. Ethereum can be contributed to a smart contract or address for an initial period.
- (iii) Maximum Contribution Quantity: The Maximum Contribution Amount is the amount contributed in ETH corresponding to the value of USD \$70,000,000 calculated according to the exchange rate as specified at the time of each FCV Token purchase. Only contributions made in ETH, Bitcoin or Fiat Currency will be taken into consideration for the calculation of the Maximum Contribution Quantity. If during the Creation Period, the Maximal Contribution Amount has been reached, the Creation Period will automatically end.

- (iv) **Creation Period:** The Creation Period starts with the deployment of the Smart Contract System and the initiation of its start function (“**Start of the Creation Period**”) and lasts for a maximal duration of 6 months (Maximal Duration Of Creation Period, unless reduced if the Maximum Contribution Quantity has been reached).
- (v) **ETH, Bitcoin, Exchange Rate:** The exchange rate shall be calculated at the time of each FCV Tokens purchase through a system designed to calculate a running average of the ETH, Bitcoin, or Fiat currency to USD exchange rate based on the information drawn from the API service provided by the cryptocurrency exchange; www.coinmarketcap.com.
- (vi) **Minimum/Maximum Contribution Amounts Per User:** No minimum contribution or maximum contribution amounts are inbuilt in the Smart Contract System.
- (vii) **Creation and Allocation of FCV Tokens:** The creation and allocation of FCV Tokens by the Smart Contract System are initiated by the User sending an amount of ETH, Bitcoin, or Fiat Currency to the Smart Contract System, located on the Ethereum blockchain at the addresses set forth on the website, which triggers a smart contract operation.
- (viii) **Bonus Tranches:** Bonus Tranches will be calculated by summing only the Ethereum, Bitcoin or Fiat contributions, made during the sales period. There will be three bonus tranches during the sales period followed by a “standard” tranche.
 - (a) **Tranche 1:** All valid contributions made until end of June 2020 after the starting sales date shall receive a 25% discount per USD \$1.00 of value contributed.
 - (b) **Tranche 2:** All valid contributions made between 1 July – 31 August 2020 after the starting sales date shall receive a 15% discount per USD \$1.00 of value contributed.
 - (c) **Tranche 3:** All valid contributions made between 1 September – 30 November 2020 after the starting sales date shall receive a 5% discount per USD \$1.00 of value contributed.
 - (d) Valid contributions made after November 2020 shall receive no bonuses.
- (ix) **Refund:.** Any sale made to FCV Tokens is voidable by the purchaser in such sale either within 5 days (“5 day grace period”) after the first tender of consideration or purchase payment is made by the purchaser to the issuer, an agent of the issuer or an escrow agent or within 5 days after the availability of that privilege is communicated to such purchaser, whichever occurs later. Your withdrawal will be without any further liability to any person. To accomplish this withdrawal, you need only to send a letter or email to the issuer indicating your intention to withdraw. Such letter or email should be sent and dated (postmarked) during the 5 day grace period. If you are sending a letter, it is prudent to send it by certified mail, return receipt requested to ensure that it is received and also evidence the time when it was mailed. If any FCV tokens are refunded pursuant to applicable law, regulation, or otherwise, then ETH or Bitcoin sent by you to purchase FCV Tokens minus gas (sending) fees will be returned and the purchase and sale will be considered not made. We reserve

the right to refuse or cancel FCV Token purchase requests in our sole discretion after 5 day grace period elapses. You understand and accept that all contributions or purchases of FCV Tokens are final and may not be reversed after the 5 day grace period.

- (x) **Make sure to use the original Smart Contracts: Only the Smart Contract(s) designated by Company will issue FCV Tokens during the Creation Periods. Access to this Smart Contract will be available through the Elektrikka website at <https://www.elektrikka.net> (by copy-pasting the smart contract address). To the extent that any third-party website, service or smart-contracts offers FCV Tokens during the Creation Periods or facilitates the sale or transfer of FCV Tokens in any way during the Creation Periods or at any time up to the release of the Tokens, such third-party websites or services are, unless explicitly mentioned on the Elektrikka website at <https://www.elektrikka.net>, not authorized by Elektrikka, Inc. and have no relationship in any way with Elektrikka, Inc..**
- (xi) **Transferability of FCV Tokens:** Any and all FCV Tokens will be locked, and are therefore not transferable until after one year or 12 months holding period as set by Rule 144(a), of the US SEC.
- (xii) **Excluded contributions:** The only acceptable payment is Ether, Bitcoin or fiat currency. Any other type of payment including any type of cryptocurrency, or ERC-1404 token will not be accepted. You are advised NOT to send any cryptocurrency from any exchanges such as, Coinbase, Poloniex or Kraken. You are advised NOT to make use of any Multi-Signature wallet as the Company does not support them and your cryptocurrency may be permanently lost, and the FCV Tokens may not be created.
- (xiii) **Third Party Payment Processor.** If you purchase Ether, or acquire Ether using a third-party payment processor (e.g., ShapeShift, YUNBI, Gatecoin, Coinbase and etc.), that payment processor is your agent, not ours, for the purpose of the payment and purchase. You, not we, are responsible for ensuring that we actually receive the appropriate amount of Ether. We are not responsible for any loss of funds due to the use of a third-party payment processor. If you purchase FCV Tokens or acquire FCV Tokens using a third-party payment processor, that payment processor is your agent, not ours, for the purpose of the payment and purchase. You, not we, are responsible for ensuring that we actually receive the appropriate amount of Ether. We are not responsible for any loss of funds related to the use of a third-party payment processor. You are recommended to send ETH, Bitcoin or Fiat Currency directly from an Ethereum wallet under your direct control.

b. Pricing:

- (i) If an individual contribution exceeds a level, then the conditions of the lower level apply for the entire contribution. The first Contribution Token contributed as part of the individual contribution defines the exchange rate for the entire contribution.
- (ii) FCV tokens are only for use in connection with the Elektrikka Project under the Terms, and only constitute a transferable representation of attributed functions of the Smart Contract System.

c. Acknowledgment and Assumption of Risks :

- (i) You acknowledge and agree that there are risks associated with purchasing FCV Tokens, holding FCV Tokens, and using FCV Tokens for providing or receiving services in the Elektrikka Blockchain Technology, as disclosed and explained in the Risk Disclosures Section. If you have any questions regarding these risks, please contact us at sto@elektrikka.net **BY PURCHASING FCV TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.**

d. Representation and Warranties of User :

- (i) By transferring Contribution Tokens to the Smart Contract or relevant deposit addresses and creating FCV Tokens, you represent and warrant that:
 - (a) you are agreeing to participate in the Elektrikka Project in some manner, and understand that it is your responsibility to participate, meaning that the ecosystem surrounding this project is NOT solely dependent upon the efforts of the Company's managers, but by the entire Token Project ecosystem members themselves;
 - (b) you are not a citizen or resident of a country whose legislation conflicts with the present sale of FCV Tokens and/or the Elektrikka Project in general;
 - (c) you are not a resident or domiciliary of New York State or purchasing Tokens from a location in New York State, and you are not purchasing Tokens from countries or regions comprehensively sanctioned by the US Office of Foreign Assets Control (OFAC) or on behalf of governments of these countries or regions, nor will you use FCV Tokens to conduct or facilitate any transactions with persons or entities located in these countries or regions;
 - (d) you are not;
 - (1) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act,
 - (2) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable comprehensive country sanctions or embargoes, or
 - (3) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons, Unverified, or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists or Foreign Sanctions Evaders, or the U.S. Department of State's Debarred Parties List. You also will not use FCV Tokens to conduct or facilitate any transactions with such persons described above. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that

- (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and
 - (ii) you are duly authorized by such legal entity to act on its behalf;
- (e) if you are purchasing FCV Tokens on behalf of any entity, you are authorized to accept these Terms of Sale on such entity's behalf and that such entity will be responsible for breach of these Terms of Sale by you or any other employee or agent of such entity (references to "you" in these Terms of Sale refer to you and such entity, jointly);
- (f) YOU ARE SUBMITTING CONTRIBUTION TOKENS TO THE SMART CONTRACT SYSTEM TO OBTAIN FCV FOR THE PURPOSE OF INVESTMENT, AND INTEND TO PARTICIPATE ON COMPANY APPLICATIONS. YOU AGREE AND CERTIFY THAT TOKENS ARE SECURITIES CRYPTOCURRENCIES AND ACKNOWLEDGE THAT TOKENS MAY LOSE ALL VALUE;
- (g) you have a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
- (h) you have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms of Sale and to appreciate the risks and implications of purchasing FCV Tokens;
- (i) you understand that FCV Tokens confer the rights to provide and receive services in the Elektrikka Incorporated and companies owned and operated by Elektrikka, Inc. and confer other rights with respect to Elektrikka, Inc., including, but not limited to, any share holder voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (j) you understand and accept that there is no warranty or assurance that the miners will allocate the FCV Tokens to you as proposed by these Terms of Sale;
- (k) you have carefully reviewed the code of the Smart Contract System located on the Ethereum blockchain and fully understand and accept the functions implemented therein;
- (l) you are legally permitted to transfer Contribution Tokens to the Smart Contract System, create and obtain FCV Tokens in your jurisdiction;
- (m) you will contribute Contribution Tokens from a Wallet or Wallet service provider that technically supports FCV Tokens. You understand and accept, that failure to assure this may have the result that User will not gain access to their FCV Tokens;
- (n) you are legally permitted to receive software and contributing to the Smart Contract System for the development of the Elektrikka Project;

- (o) you are of a sufficient age to legally create and obtain FCV Tokens and to enter into a contract/agreement;
- (p) you will take sole responsibility for any restrictions and risks associated with the creation of FCV Tokens by the Smart Contract System as set forth below;
- (q) you are not obtaining or using FCV Tokens for any illegal purposes;
- (r) you are purchasing the functionality of the FCV Tokens issued by the Smart Contract System primarily to support the development, testing, deployment and operation of the Elektrikka Project, being aware of the commercial risks associated with the Elektrikka Project;
- (s) **you waive the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the creation of FCV Tokens;**
- (t) you understand that purchasing FCV Tokens signifies the purchase of shares in Elektrikka Inc.
- (u) you understand that the transfer of Contribution Tokens to the Smart Contract System, the creation of FCV Tokens and the development of the Elektrikka Project carries significant financial, regulatory and reputational risks as further set forth in the Terms;
- (v) you understand that you have no right against any other party to request any refund of the Contribution Tokens submitted to the Smart Contract System for the creation of the FCV Tokens under any circumstance after the 5 day grace period passes;
- (w) you understand with regard to FCV Tokens, that no market liquidity may be guaranteed and that the value of FCV Tokens over time may experience extreme volatility or depreciate in full;
- (x) you understand that you bear the sole responsibility to determine if your contribution to the Smart Contract System for the development of the Elektrikka Project, the transfer of Contribution Tokens to the Smart Contract System, the creation, ownership or use of FCV Tokens, the potential appreciation or depreciation in the value of FCV Tokens over time, the sale and purchase of FCV Tokens and/or any other action or transaction related to the Elektrikka Project have tax implications for its holders; by creating, holding or using FCV Tokens, and to the extent permitted by law, the User agrees not to hold any third-party (including developers, auditors (e.g. contractors or founders)) liable for any tax liability associated with or arising from the creation, ownership or use of FCV Tokens or any other action or transaction related to the Elektrikka Project; and
- (y) you, as an active member of the Elektrikka Project, must maintain all records as to ownership amounts, correct address and physical location, location of wallets, participation efforts, and any and all other information necessary for involved parties to maintain accurate records as to the ecosystem created for the Elektrikka

Project, and to notify all associated parties within the Elektrikka Project community.

- (ii) The Company may determine, in its sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling FCV Tokens to you. You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell FCV Tokens to you until you provide such requested information and we have determined that it is permissible to sell you FCV Tokens under applicable law or regulation.
- (iii) As part of the creation process each User will use his own account (address) on the Ethereum based Platform, with a private key associated to this address and password. The password is used to encrypt the User's private key. Following the creation of FCV Tokens by the Smart Contract System, FCV Tokens will be transferred to your address by the Smart Contract System. You understand that you must keep your password and private key safe and that you may not share them with anybody. You further understand that if your private key and/or password is lost or stolen, you will not be able to generate a new password or recover your private key, and if you also lose your private keys and password, the FCV Tokens associated with your account (address) will be unrecoverable and will be permanently lost. Furthermore, you understand that there is no recovery mechanism for lost keys and passwords, so no one will be able to help you retrieve or reconstruct a lost password and private keys and provide you with access to any lost FCV Tokens.

5. ELEKTRIKKA Project Execution

- a. The Company shall use the funds as set forth in the Elektrikka Project Whitepaper or Prospectus and has the right to engage suppliers and/or subcontractors to perform the entire or partial development and execution of the Elektrikka Project. The scope of the development work will be triggered in part or whole by the amount of contribution received during the Creation Period as set forth in the Whitepaper or Prospectus.
- b. You understand and accept that you may not and almost certainly will not have any expectation of influence over governance on the Elektrikka Project, and that the scope of the project, and the use of funds for various projects or expenditures may change at any time without notice or disclosure.
- c. You understand and accept that the Elektrikka Project will need to go through substantial development works as part of which they may become subject of significant conceptual, technical and commercial changes before release. You understand and accept that as part of the development, an upgrade of the Elektrikka Project may be required and you will have to follow these upgrades.

6. Audit of the Smart Contract System

- a. The Smart Contract System has been, on a reasonable effort basis, audited and approved by technical experts. The technical experts have confirmed that the Smart Contract System has,

with regard to both accuracy and security, been programmed according to the current state of the art. However, you understand and accept that smart contract technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, you understand and accept that the audit does not amount to any form of warranty, including direct or indirect warranties that the Smart Contract System and the FCV are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of Contribution Tokens and/or Elektrikka Technology.

7. Risks

a. You understand and accept the risks in connection with transferring Contribution Tokens to the Smart Contract System or relevant deposit addresses and creating FCV Tokens as exemplary set forth above and hereinafter. In particular, but not concluding, you understand the inherent risks listed hereinafter:

(i) Risk during Vehicle Developments: The User understands and accepts that during vehicle development period, Elektrikka pilot production vehicles can be available for early try-out or purchase by Tokens holders which may contain weaknesses, issues or problems that need to be resolved. The User releases the Company from any liabilities for vehicle try-out or purchase during pilot production period as permitted by the fullest extent of applicable law.

(ii) Risk of software weaknesses: The User understands and accepts that the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven, why there is no warranty that the process for creating Elektrikka Blockchain Technology will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Contribution Tokens and/or Elektrikka BlockchainTechnology.

(iii) Regulatory risk: The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications of the Smart Contract System and/or the Elektrikka Project, including its termination and the loss of FCV Tokens for you. Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Elektrikka Project and FCV Tokens could be impacted by one or more regulatory inquiries or actions, including the licensing or registration of or restrictions on the use, sale, or possession of digital tokens like FCV, which could impede, limit or end the development of the Elektrikka Project and increase legal costs.

(iv) Risk of abandonment / lack of success: You understand and accept that the creation of the FCV Tokens and the development of the Elektrikka Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). You therefore understand that there is no assurance that, even if the Elektrikka Project is partially or fully developed and launched, the User will receive any benefits through the FCV Tokens held by him.

(v) Risk associated with other applications: You understand and accept that the Elektrikka Project and/or particular Elektrikka Projects may give rise to other, alternative projects, promoted by unaffiliated third parties, under which FCV Tokens will have no intrinsic value. It is possible that alternative applications could be established, which use the same open source code and protocol underlying the Elektrikka Project. The official Elektrikka Project may compete with these alternative, unofficial FCV -based applications, which could potentially negatively impact the Elektrikka Project and FCV Tokens, including its value;

(vi) Risk of loss of private key: FCV Tokens can only be accessed by using an Ethereum based wallet with a combination of your account information (address), private key and password. The private key is encrypted with a password. You understand and accept that if his private key file or password respectively got lost or stolen, the obtained FCV Tokens associated with your account (address) or password will be unrecoverable and will be permanently lost. Best practices dictate that purchasers safely store credentials in one or more backup locations geographically separated from the working location.

(vii) Risk of theft: You understand and accept that the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of “FCV” or Contribution Tokens, impacting the ability to develop the Elektrikka Project. To minimize this risk, the purchaser should guard against unauthorized access to their electronic devices.

(viii) Risk of Ethereum mining attacks: You understand and accept that, as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of FCV Token transactions, and expected proper execution and sequencing of contract computations. As such, any malfunction, unintended function, unexpected functioning of or attack on the Ethereum protocol may cause the Elektrikka Project or FCV Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum protocol, may itself lose value in ways similar to FCV Tokens, and also other ways.

(ix) Risk of incompatible Wallet service: You understand and accept, that the Wallet or Wallet service provider used for the contribution, has to be technically compatible with the FCV Token issuer. The failure to assure this may have the result that you will not gain access to your FCV Tokens.

(x) Risk that the Elektrikka Project, As Developed, Will Not Meet the Expectations of FCV Token Holders or the Purchaser. The Elektrikka Project is presently under development and may undergo significant changes before release. Any expectations or assumptions regarding the form and functionality of the Elektrikka Vehicles or FCV Tokens (including participant behavior) held by FCV users or the purchaser may not be met upon release, for any number of reasons including mistaken assumptions or analysis, a change in the design and implementation plans and execution of the Elektrikka Project.

(xi) Risk of Unfavorable Fluctuation of Ether and Other Token Value: The Company’s team intends to use the proceeds from selling FCV Tokens to fund the expansion and development of Elektrikka electric and fuel cell electric vehicles and development of the Elektrikka Blockchain Technology, as described further in the Whitepaper/Prospectus. The proceeds of the Token Sale will be denominated in Ether, and converted into other cryptographic and fiat currencies. If

the value of Ether or other currencies fluctuates unfavorably during or after the crowdsale, the Company may not be able to fund development, or may not be able to develop or maintain the Elektrikka Project in the manner that it intended.

(xii) Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography: The Elektrikka Project consists of open source software that is based on other open source software. There is a risk that the Elektrikka team, or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the Elektrikka Project interfering with the use of or causing the loss of Elektrikka blockchain operability.

(xiii) Risk of an Illiquid Market for FCV: FCV is for use with the Elektrikka Project, and is not refundable. There very well may never be a marketplace for FCV Tokens. There are only a few exchanges upon which FCV Tokens would trade. These security token exchanges are likely be relatively new and subject to early developed regulatory oversight. They may therefore be more exposed to fraud and failure than established, regulated exchanges for other products and have a negative impact on FCV Tokens.

(xiv) Risk of Uninsured Losses: Unlike bank accounts or accounts at some other financial institutions, funds held using the Elektrikka Project or Ethereum based Tokens are generally uninsured. In the event of any loss, there is no public insurer, such as the FDIC, or private insurer, to offer recourse to the purchaser.

(xv) Risk of Dissolution of the Elektrikka Project: It is possible that, due to any number of reasons, including an unfavorable fluctuation in the value of Ether, development issues with the Elektrikka Project, the failure of business relationships, regulatory matters, or competing intellectual property claims, the Elektrikka Project may no longer be viable as a business or otherwise and may dissolve or fail to launch.

(xvi) Risk of Malfunction in the Elektrikka Project: It is possible that the Elektrikka Project malfunctions in an unfavorable way, including one that may result in the loss of FCV Tokens.

(xvii) Unanticipated Risks: Cryptographic tokens are a new and untested technology. In addition to the risks discussed in this Whitepaper, there are risks that the Elektrikka team cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks

8. Security

a. Your Security. You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Tokens you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant FCV address or your Tokens, and (iii) your username, password and any other login or identifying credentials. In the event that you are no longer in possession of any device connected with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion, and only if we are able, grant access to your account to any person

providing additional credentials to us. We reserve the right to determine the additional credentials required, which may include a sworn, notarized statement of identity.

b. Additional Information. By accepting these terms & conditions you agree that personal data about you may be collected and stored as well as processed for administering and maintaining our business. Therefore you will provide to us, immediately upon our request, information that we, in our sole discretion, deem to be required to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy. Such information may include a passport, driver's license, utility bill, photographs of you, government identification cards, or sworn statements.

c. Your Information. We may use aggregate statistical information about your activity, including your activity on the company website <https://www.elektrikka.net>, for marketing or any other purpose in our sole discretion. We may use your internet protocol address to verify your purchase of Tokens. However, we will not release your personally identifying information to any third-party without your consent, except as not prohibited by law or as set forth in these Terms, our Privacy Policy or any Elektrikka Blockchain Technology Terms and Policies.

9. Taxation

a. You bear the sole responsibility to determine if this contribution into the Smart Contract System or deposit addresses for the development of the Elektrikka Project, the creation, ownership or use of FCV Tokens, the potential appreciation or depreciation in the value of FCV Tokens over time, the sale and purchase of FCV Tokens and/or any other action or transaction related to the Elektrikka Project have tax implications for him.

b. By creating, holding or using FCV Tokens, and to the extent permitted by law, you agree not to hold any third-party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of FCV Tokens or any other action or transaction related to the Elektrikka Project.

(i) Proprietary Rights

- (a) Suggestions. If you provide any suggestions to us or our affiliates, we will own all right, title, and interest in and to those suggestions, even if you have designated the suggestions as confidential or proprietary. We and our affiliates will be entitled to use the suggestions without restriction. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.
- (b) Hardware and Software. Under no circumstances will you gain any proprietary rights in any computer hardware or software (except the value of the FCV Tokens in your resulting distribution) used by us or our affiliates.
- (c) Intellectual Property. We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual

property for any reason, except with our express, prior, written consent which may be revoked by us.

10. Indemnification

a. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your purchase or use of FCV Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.

b. Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 10 This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

11. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT AND WILL NOT PROVIDE YOU WITH ANY SOFTWARE OTHER THAN THE TOKENS IN YOUR RESULTING DISTRIBUTION. YOU UNDERSTAND THAT TOKENS, BLOCKCHAIN TECHNOLOGY, THE ETHEREUM PROTOCOL, BLOCKCHAIN, AND ETHER ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF OUR CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY WILL EXCUSE OUR PERFORMANCE UNDER THESE TERMS. TRANSACTIONS USING BLOCKCHAIN TECHNOLOGY, SUCH AS THOSE INVOLVING THE TOKEN SALE, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH ELEKTRIKKA BLOCKCHAIN TECHNOLOGY VOLUME, COMPUTER FAILURE, BLOCKCHAIN FAILURE OF ANY KIND, AND USER FAILURE. WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, ETHER, QUANTH, TOKENS, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you.

12. Limitation of Liability

a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF FCV OR OTHERWISE RELATED TO THESE TERMS OF SALE, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE QUANTH TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR QUANTH.

b. THE LIMITATIONS SET FORTH IN SECTION 11(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY

c. You acknowledge and agree that, to the fullest extent permitted by any applicable law, you will not hold any developers, auditors, contractors or founders of the FCV Tokens, the Smart Contract System, Elektrikka Blockchain Technology and/or us liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, FCV Tokens or the Smart Contract System under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors, contractors or founders of the Smart Contract System, the Quantum Medical Transport, Inc. and/or the Elektrikka Project shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the Smart Contract System, the Elektrikka Project and/or FCV Tokens.

d. You further specifically acknowledge that developers, auditors, contractors or founders of the FCV Tokens, Smart Contract System and/or the Elektrikka Project are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, including other creators of FCV Tokens, and that the risk of creating, holding and using FCV Tokens rests entirely with the User.

e. By creating, holding or using FCV Tokens, and to the extent permitted by law, you agree not to hold any third-party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the creation, ownership or use of FCV Tokens or any other action or transaction related to the Elektrikka Project.

13. Release

To the fullest extent permitted by applicable law, you release Company and the other related parties from responsibility, liability, claims, demands and/or damages (actual and consequential)

of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. **You expressly waive any rights you may have under any jurisdiction in the USA as well as any other country, statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

14. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

a. Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Company’s respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

b. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

c. Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at sto@elektrikka.net. Notice to you shall be by email to the then-current email address in your Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 14, commence an arbitration proceeding or, to the extent specifically provided for in Section 14(a), file a claim in court.

d. Federal Arbitration Act. These Terms affect interstate commerce and the enforceability of this Section 14 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “**FAA**”), to the maximum extent permitted by applicable law.

e. Process. Any arbitration will occur in Michigan, USA. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“**JAMS**”), which are hereby incorporated by reference. The state and federal courts located in Michigan will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

f. Authority of Arbitrator. As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; *provided, however*, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

g. Rules of JAMS. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you

either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

15. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of the State of Michigan, USA, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms that is not subject to arbitration or cannot be heard in small claims court will be resolved in courts of Detroit, Michigan, USA.

16. Severability

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

17. Modifications to the Terms.

We may modify these Terms at any time by posting a revised version on the Company Site, other channel we make available or, only if you have provided us with an email address, by email. The modified provisions will become effective upon posting or the date indicated in the posting, or if we notify you by email, as stated in the email. It is your responsibility to check the Company Site and other channels regularly for modifications. Your continued use of FCV or the Company application after any modification become effective constitutes your acceptance of the modification. We last modified these Terms on the date listed at the beginning of these Terms.

18. Miscellaneous

a. Miner Control. You understand and accept that the cryptocurrency miners will be ultimately in control of the Smart Contract System. The User understands that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run the new version of the Smart Contract System. Such a scenario could lead to FCV tokens losing intrinsic value.

b. Use of FCV Tokens. The Terms govern the creation, ownership and use of FCV and supersede any public statements about the launch of FCV tokens and/or the Smart Contract System made by anyone in the past, present and future.

c. Confidentiality and Publicity. You may use Elektrikka Confidential Information (as defined below) only in connection with your purchase of FCV Tokens or Services and pursuant to the terms of these Terms of Sale. You will not disclose Elektrikka Confidential Information during or after the Token Sale. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Elektrikka Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to these Terms of Sale or your purchase of FCV. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse or contribute to you or your business endeavors) or express or imply any relationship or affiliation between us and you or any other person. (i) **“Elektrikka Confidential Information”** means all nonpublic information disclosed by us, our affiliates, business partners and our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Elektrikka Confidential Information includes:

- (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs;
- (b) third-party information that we are obligated to keep confidential; and
- (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Elektrikka Confidential Information does not include any information that:
 - (1) is or becomes publicly available without breach of this Agreement;
 - (2) can be shown conclusively by documentation to have been known to you at the time of your receipt from us;
 - (3) is received from a third-party who did not acquire or disclose the same by a wrongful or tortious act; or
 - (4) can be shown conclusively by documentation to have been independently developed by you without reference to the Elektrikka Confidential Information.

d. Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances,

electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, changes in blockchain technology, changes in the Ethereum or Elektrikka protocols or any other force, event or condition outside of our control.

e. Independent Contractors. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

f. No Third Party Beneficiaries. These Terms of Sale do not create any third-party beneficiary rights in any person except for any of our affiliates or licensors as provided in these Terms of Sale.

g. U.S. Government Rights. If provided to the U.S. Government, Elektrikka Incorporated Products are provided as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to commercial items or software. If you are purchasing Elektrikka Inc. products on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your purchase of the Elektrikka Inc. products. The terms “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

h. Import and Export Compliance. In connection with these Terms of Sale, you will comply with all applicable import, re-import, export, and re-export control and laws, regulations, guidance and programs, including the Export Administration Regulations, the International Traffic in Arms Regulations (ITAR), and country or individual specific economic sanctions programs implemented by the Office of Foreign Assets Control. You are solely responsible for compliance related to your use of Elektrikka Blockchain Technology or Tokens.

i. Notice.

(i) To You: We may provide any notice to you under these Terms by:

(A) posting a notice on the company website <https://www.elektrikka.net>;

(B) sending an email to the email address then associated with your account; or

(C) sending a letter to the physical address then associated with your account. Notices we provide by posting on the company website <https://www.elektrikka.net> will be effective upon posting and notices we provide by email and physical mail will be effective when we send the email or letter. It is your responsibility to keep your email address and physical address current. You will be deemed to have received any email sent to the email address or letter sent to the physical address then associated with your account when we send the email or letter, whether or not you actually receive or read the email or letter.

(ii) To Us: To give us notice under these Terms, you must contact Elektrikka, Inc. by email to sto@elektrikka.net **with the subject “Legal Notice Under Terms & Conditions.”** We may update this email address for notices to us by posting a notice on the company website or sending an email to you. Notices to us will be effective when received by us.

(iii) Language: All communications and notices to be made or given pursuant to these Terms must be in the English language.

j. Assignment. You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer in violation of this Section 18(k) will be void. We may assign these Terms or any of its provisions without your consent. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

k. No Waivers. The failure by us to enforce any provision of these Terms of Sale will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

l. Reformation and Severability. If any provision of these Terms of Sale is held to be invalid or unenforceable, the remaining provisions of these Terms of Sale will remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to effect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from these Terms of Sale, but the rest of the Agreement will remain in full force and effect.

Technical Report



Products of ElektrikCar-Elektrikka Project

Elektrikka Incorporated is set-up by ElektrikCar, LLC, an automotive start-up to conduct R&D and manufacturing of electric and fuel cell electric vehicles. Both companies are registered in the State of Michigan, USA in 2008 for ElektrikCar LLC and 2018 for Elektrikka Inc. Elektrikka Inc. will be the legal entity to introduce cryptocurrency FCV tokens into its operation with objectives to streamline our supply-chain, production/manufacturing process, computer simulation, payrolls as well as vehicle sales, marketing, after sales service and maintenance. **In our Initial Coin Offering (ICO) or Securities Token Offering (STO), we are offering tokens as securities in addition as utility tokens complying with the US Securities and Exchange Commission (SEC) exempt offerings of Regulation D, Rule 506(c) of the Security Act Amended.** Therefore, our current ICO will be considered by the US SEC as securities offering as our token buyers will have rights and obligations as shareholders in Elektrikka Inc. The funds raised by our ICO will be used for the following plans :

- To leverage and develop our own blockchain¹ applications which will serve as the company computational core and most importantly to allow our customer creating payments from the time of purchase up to after sales service/maintenance and so on.
- To scale-up our world wide manufacturing and marketing of our current and future electric vehicles as well as our fuel cell electric vehicles.

¹ <https://bitcoin.org/bitcoin.pdf>

- In a joint project with Thunder Sky Winston Battery (CHANGTAI) Ltd., to proliferate the use of solar-battery power plants around the world.

As a new electric vehicles company, that builds vehicles from scratch started in 2012, ElektrikCar-Elektrikka now has operations in Indonesia, China and USA. Our current product lines consist of the following types :

**electric passenger/sports cars,
hydrogen fuel cell electric buses,
electric three wheeler,
electric motor cycles and
lithium ion battery sales.**

These products are on sale in Alibaba² website attracting many interests and inquiries asking all of our products (as seen on Figure 2). Our electric sports coupe Tucuxi^{3,4,5} (in red color) was popular in Indonesia around 2012. We continue working on it with an addition of the New Tucuxi T18 vehicle (the blue colored coupe). Tucuxi is still popular in Indonesia till now but the sad story was that the first owner (a high ranking Indonesian cabinet minister) crashed the first vehicle intentionally on a mountain⁶ in 2013. Tucuxi performed excellent (as it was designed based on the US National Highway Safety Administration, NHTSA) protecting vehicle passengers from impact without fire hazards.

We build clean energy buse vehicles in USA and Shenzhen, China since 2014 by converting conventional buses into hydrogen fuel cell electric vehicles⁷. Hydrogen fuel cell power module produces electricity to be stored in vehicle battery packs and thus increase electric vehicle driving range⁸. The fuel cell electric buses can be charged as normal battery electric vehicles and also safely refueled with pure 99.99% hydrogen gas.

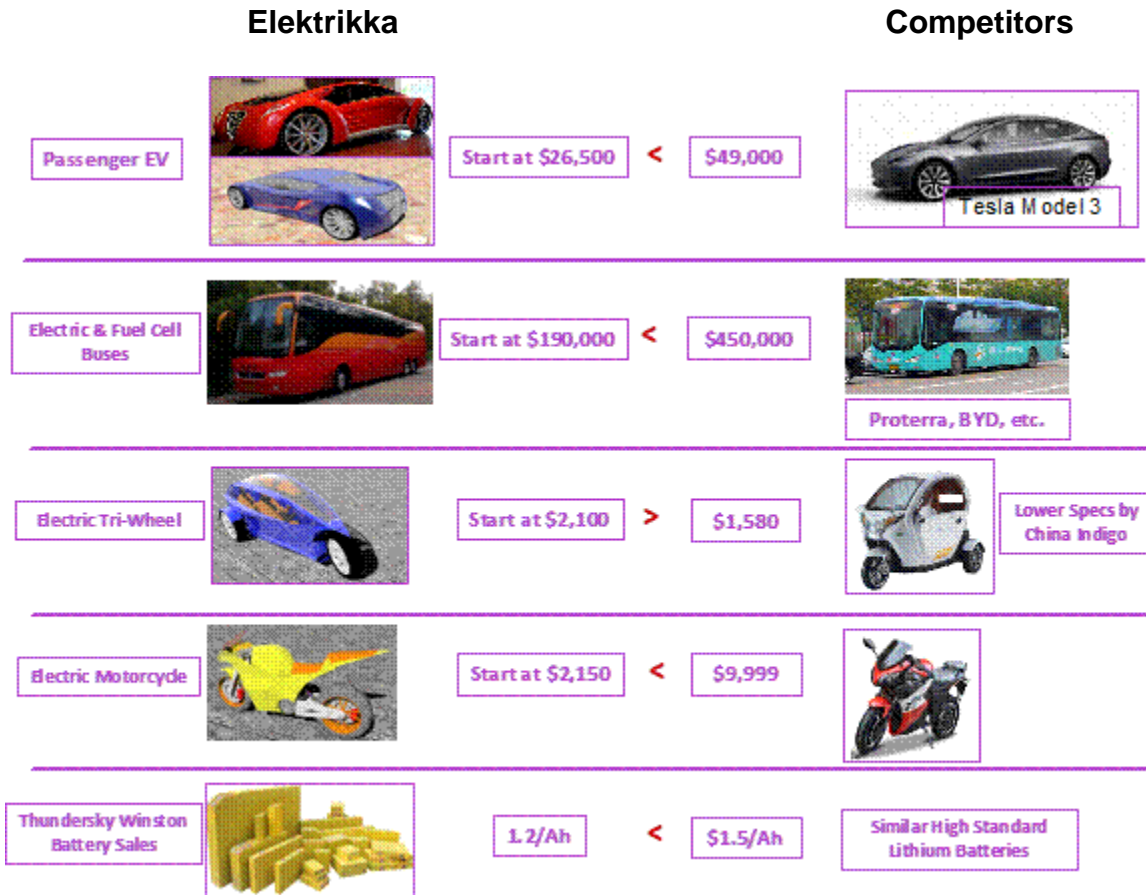
Our partner's Lithium Ion battery cells, manufactured by Thunder Sky Winston Battery (CHANGTAI) Ltd., are also our promoted products in North America and the US especially. We are the North American representative of Thunder Sky Winston batteries. Mr. Winston Chung is the chairman of the Thunder Sky Winston Battery (CHANGTAI) Ltd. and is our dearest friend and business partner. We have delivered significant number of batteries for emergency UPS, solar-battery power plant projects, electric boats, private electric vehicle applications and etc. **We just completed a project to power several small towns using solar cells in remote islands of Alaska.**

Additionally, we have two concepts electric vehicles which are ready for production too now. Our electric three-wheelers, R3EV, will be marketed in countries located mainly in east Asia, southeast Asia, and Europe where motorcycles are the main transportation vehicles. Based on our observation in Indonesia especially, motorcycles are loaded to breaking points to carry three to four persons (two adults and two children) for daily commutes. It is very unsafe in terms of crash impact and especially when riding on uneven roads with potholes. This is the reason why

2 <https://elektrikcar.trustpass.alibaba.com/?spm=a2700.icbuShop.0.0.3243211dOSJMy2>
3 <https://www.youtube.com/watch?v=4YkuvOr0KNY>
4 <https://www.youtube.com/watch?v=53t4yyUcFr0>
5 <https://www.youtube.com/watch?v=0S3-yJ7c6vs>
6 <https://www.youtube.com/watch?v=jCwybzCCcpY>
7 <https://www.youtube.com/watch?v=pD-Qg6K2S9s>
8 <https://www.youtube.com/watch?v=evhUwjpyjMw>

we develop air conditioned - with protective structural enclosure - electric three wheeler (seen in blue color)⁹. The intention is to manufacture affordable and safe electric vehicles where a young family of four could ride in safety and comfort around town.

Additionally, we also develop the electric motorcycle concept for daily rides, fun and racing performance. The Murai motorcycles can be customized and tweaked around to modify its motor power and battery pack capacity so that these Murais can used as racing, sports or average normal bikes. The following figure summarizes our products compared with competitors. Detailed product descriptions can be seen in our whitepaper as listed in this website.



elektrikka Products Competitiveness

As ElektrikCar listed in Alibaba¹⁰, we have attracted so many inquiries to purchase our products. Currently, we are accepting orders to build fuel cell electric buses, battery electric buses version, Tucuxi EV and lithium ion batteries. The new Tucuxi T18, R3EV three wheeler and Murai electric motorcycles still need more verification to be ready for productions. Tucuxi EV needs to get verification from European Community Whole Vehicle Type Approval (ECWVTA). We also obtain various interests from networking contacts and companies who would like to be

⁹ <https://elektrikcar.com/r3ev.html>

¹⁰ <https://elektrikcar.trustpass.alibaba.com/?spm=a2700.icbuShop.0.0.3243211dOSJMy2>

our agents, dealers or assembly workshops in China, Taiwan, USA, Mexico, Germany, Poland, United Kingdom, UAE, Jordan, Australia, India, Egypt, Brazil, Turkey, Bulgaria and Saudi Arabia.

For our EV and FCEV products, **our strength** and **competitiveness** can be summarized as follows:

- **We offer more value and performance with competitive pricing, as seen in the last figure.**
- **Our products styling and design are futuristic as well as eye catching**
- **The use of state of the art computational aided design and engineering (CAD and CAE)**

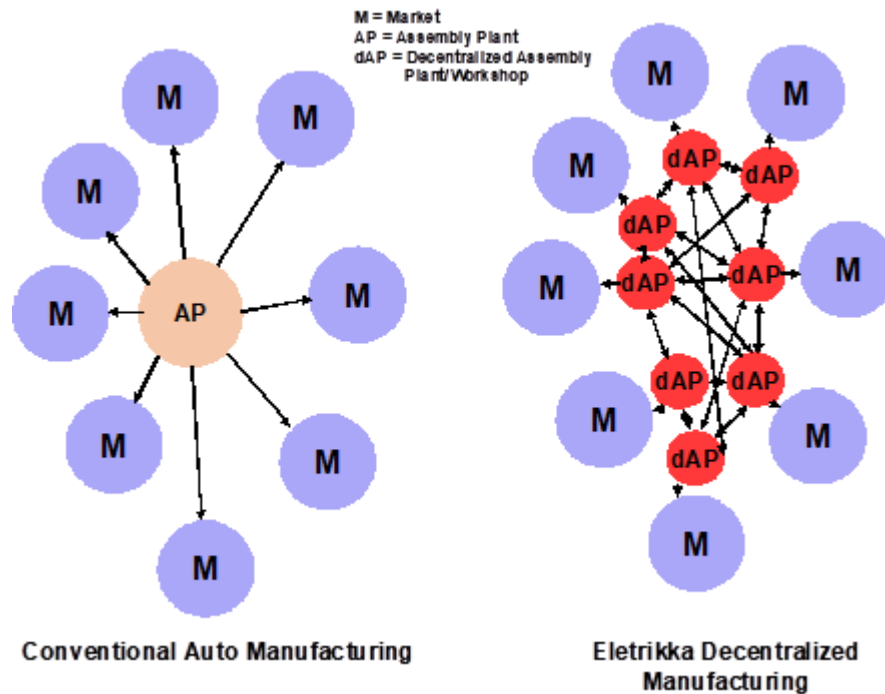
ElektrikCar-Elektrikka and its partner Thunder Sky Winston Energy Battery Ltd since the last decade have been working to mitigate the main sources of GHG emissions from transportation, electric generation, industry/factory and commercial-industrial sectors. We perform research and development on the deployment and marketing of electric vehicles (EV), hydrogen fuel cell electric vehicles (FCEV), and the adaptation of lithium ion battery for solar-battery power plants. While our partner Thunder Sky Winston Battery, a well known battery manufacturer in China, has conducted R&D, sales and marketing of lithium iron phosphate (LiFePO₄) battery for transportation (EVs & FCEVs), clean power plants and factories to reduce industrial-commercial GHG emissions. Thunder Sky batteries are well known in the US, Europe and Asia and have been deployed in various electric vehicles, boats, solar-battery power plants and emergency uninterruptible power system (UPS).

These are our pain points so far on our need to reduce GHG emissions by developing various EVs and FCEVs in different part of the world and proliferating the use of clean renewable energy sources for building and industrial applications. We realize that automotive industries are not only technologically intensive but are also very capital intensive undertakings. The capital intensive nature of auto industries have failed so many new EV companies such as Faraday Futures, Fisker, Aptera and many others. Even Tesla Motor Inc. has so far never been able to log any net profit while at the same time has taken in several billions USD. All of these companies, except Faraday Future, have received also low interest manufacturing loans in tens to hundreds millions USD from the US government to get them off the ground even with mixed results. **Our approach is unique however. We never received any loans or debts since our operation in 2012 while at the same time we have revenues from our vehicle development, vehicles sales and consulting projects.** Instead of building a giant corporation with several activities, our scaling-up approach is more on empowering communities (small part manufacturers, boutique suppliers, workshop owners etc.) who work with us in building multi-national companies together. Thus, this is where the blockchain technology comes in. As always in our case, we rely on effective and nimble teams with the focus on increasing supporter investments, costumers and shareholder values.

Decentralized Manufacturing System

Compared with other conventional automotive companies, our manufacturing and business strategies are unique and already geared towards decentralization. Instead of building one or several large complexes of assembly plants, our companies are to develop many decentralized small size assembly plants (dAPs) in different countries and continents. These are small/medium sized workshops which are converted into vehicle final assembly points. dAPs are not complicated assembly plants as we know it today of any conventional automotive

factories. In our case, all of the modular/sub-modular assemblies are processed and integrated in the suppliers facilities.



Elektrikka Decentralized Assembly System

Elektrikka workshops then assemble the final integration stage before delivering complete vehicles to customers. dAPs could be sometimes not owned by Elektrikka either. It could be managed under licensing agreement or jointly operated with other companies. Thus, Elektrikka operations encourage outside participations to work with us in proliferating clean energy vehicles. This strategy allows us to send parts or modular parts directly from supplier facilities to dAPs around the world closed to any markets. The local dAPs can always be treated as local companies by any countries where they operate. dAPs could get preferential tax and tariffs from the host countries as dAPs are registered locally as well. All of these processes obviously are managed by Ethereum blockchain employing various decentralized applications (DAPPs), smart contracts and democratic autonomous organization (DAO).

Elektrikka Blockchain Technology

The Elektrikka blockchain project adopts the integration of advanced blockchain technology into our EV and FCEV manufacturing process and operation. In the first step, we leverage **Ethereum ERC-1404 smart contract** – a modified ERC-20 contract – to comply with regulations set by the US SEC, to manage the supply chains between suppliers, suppliers-dAPs, dAPs-dAPs and dAPs-markets. In the next level of our decentralized operations, we will develop our own blockchain core and dAPs nodes. Thus not only Elektrikka deploy the core nodes but also dAPs (owned or partly owned by others) will also replicate our nodes as well. Discussions on the deployment of blockchain technologies into our operations are discussed more in our whitepaper. As a summary, the following list details the advantage of adopting decentralized assembly plants (dAPs) strategy for our operation :

- Less workshop/plants complexities, costs and setting-up process
- More environmentally friendly carbon footprints for smaller plants operated by clean energy sources.
- Engage more communities and public manufacturing participation. Basically, franchising manufacturing process. This is our ultimate goals for not only reduce GHG but most importantly eliminate world poverty.
- Better tax and tariffs on local dAPs as dAPs are considered as local/native companies anywhere
- Less complexities for parts modules/sub-modules shipments and deliveries
- Easier to be managed as DAO using Ethereum/our own blockchain later

Basically, we intend to build not just a cleaner environmentally friendly decentralized electric or fuel cell electric vehicles but most importantly, we would like to encourage more participation of the public or communities around the world. We would like to build the first world wide community of decentralized companies. Our ideals are to promote co-operations among communities in the world and perhaps by doing this we could stop the worsening effect of terrible climate change, promote world peace and make our planet better for the next generations. And also perhaps by doing this, we could help eliminate world poverty.

Please refer to our white paper to review our current strategies and detailed vehicle specifications.

Electric Vehicle Market Size

As reported by Bloomberg NEF¹¹, total battery electric and plug-in electric vehicles on the road had just reached 4 millions by the end of August 2018. This milestone is higher if electric buses are included as well. The 4 million vehicle total has been reached by July 2018 if electric buses are counted in the tally. It is expected that the total electric vehicle sale will reach 5 million vehicles by mid 2019, as seen in the following figures. China plays significant roles, for this sales volume, with 37% of world electric vehicles deployed since 2011 and with 99% of electric buses. However, based on the total percentage of a specific market, Norway has been leading by far with 40% of electric vehicles¹² from its total market in 2017. This number is significant as it shows electric vehicles adoption level in Norway. **The EV market size is around \$106.5 billion at 2018 with an estimated growth of \$356.5 billion by 2023¹³.**

For the electric motorcycles and three wheelers, there are 250 million two-wheel electric motorcycles on the road in 2017 driven by mostly China's demand (as reported by Global EV Outlook¹⁴). This increasing volume is also sustained by annual sales of 30 millions of electric motorcycles. Ninety five percent (95%) of Chinese motorcycles are electric. There are also 50

¹¹ <https://about.bnef.com/blog/cumulative-global-ev-sales-hit-4-million/>

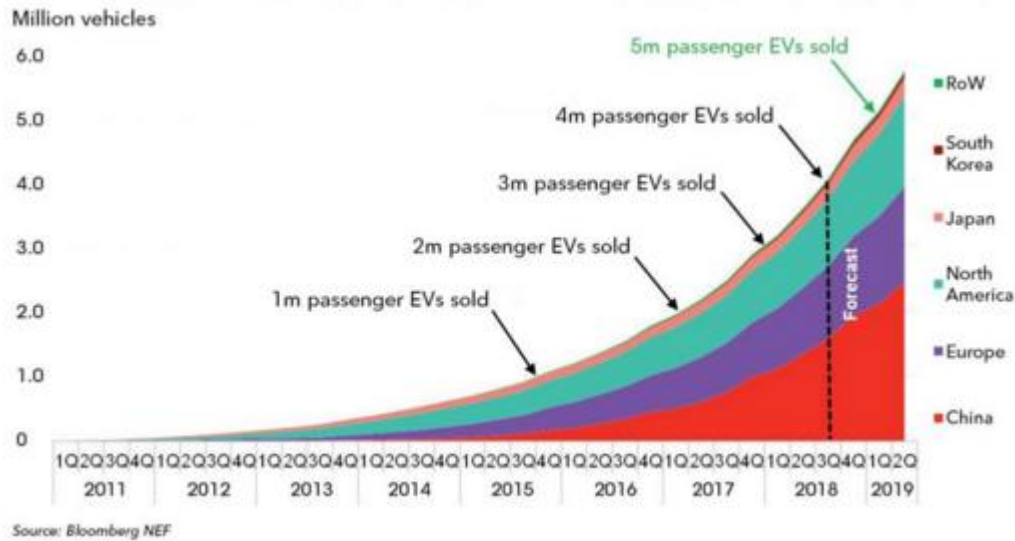
¹² <https://www.iea.org/gevo2018/>

¹³ <https://globenewswire.com/news-release/2018/09/06/1566275/0/en/Electric-Vehicle-EV-Market-Revenue-USD-356-5-Bn-by-2023-at-18-96-CAGR-Opportunities-in-Emerging-Economies-to-Drive-Sales-of-Electric-Vehicles.html>

¹⁴ https://activatecp.com/wp-content/uploads/2018/06/global_ev_outlook_2018.pdf

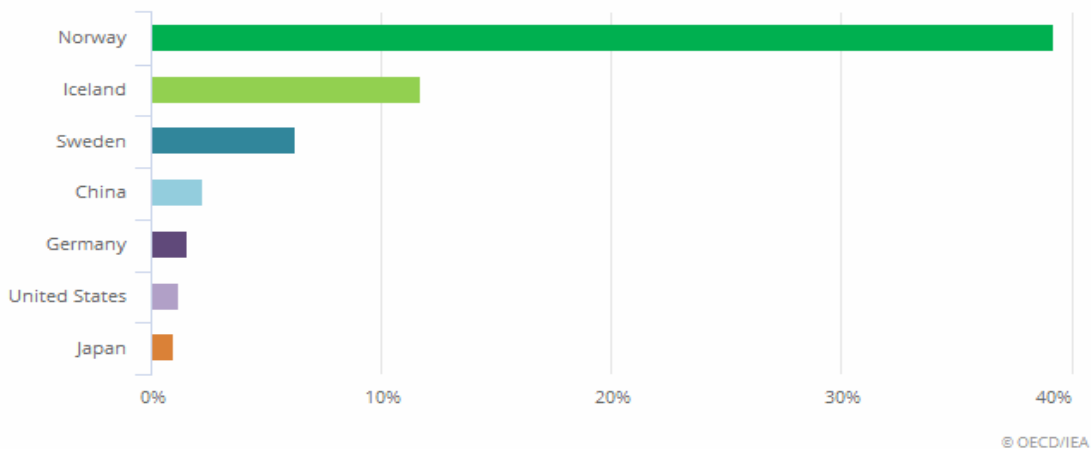
million electric three wheelers in China as of 2017. Current market size of two-wheelers (motorcycles) is \$19.3 billion to grow by 7.8% in 2018¹⁵.

By 2030, it is predicted that there will be 125 million electric light-duty vehicles on the road. Should the EV30@30 campaign be successful, there will be 228 million (100 million more) electric light-duty vehicles on the road (excluding two- and three-wheelers), as EV30@30 campaign’s objective is to get a 30% electric vehicle total percentage by 2030. Two- and three wheelers will be at 455 million by 2030 or 585 million in the EV30@30 scenario.



Total Cumulative Electric Vehicle Milestones (Courtesy of Bloomberg NEF)

Electric car market share, 2017

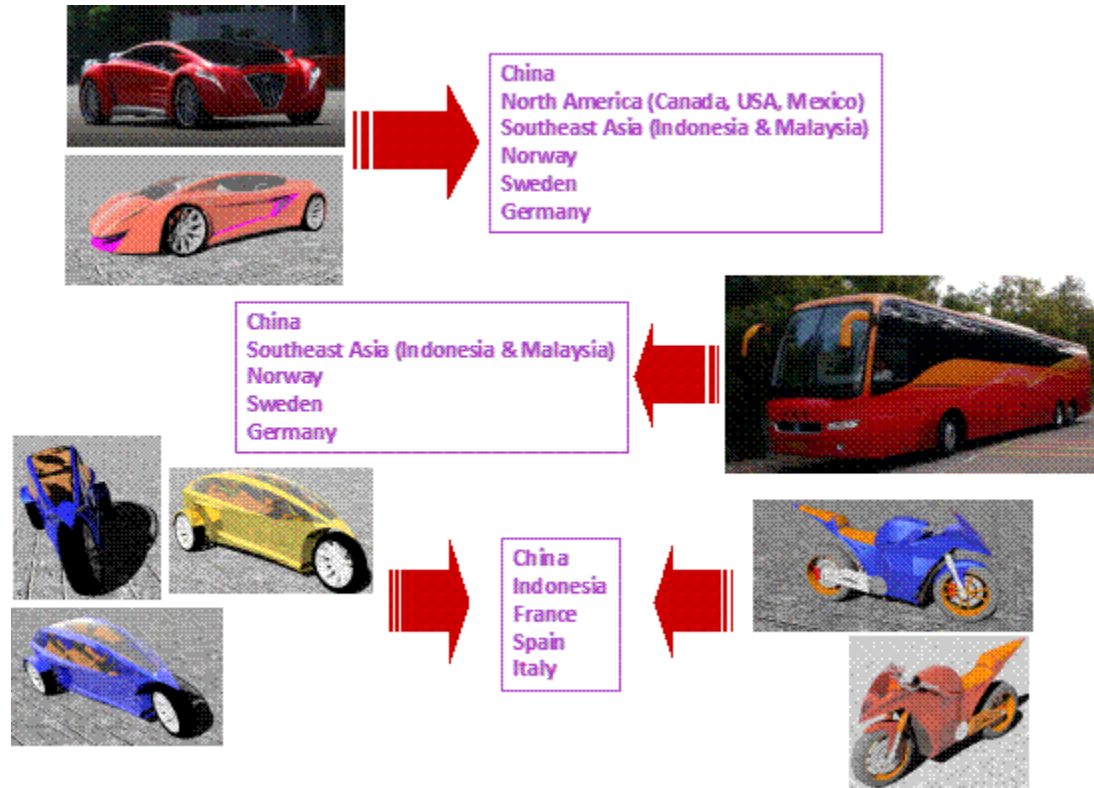


Electric Vehicle Market Share in Specific Local Market (Courtesy of OECD/IEA)

As with our current operations with ElektrikCar, we have activities in USA, China and Indonesia. For our expanded manufacturing project, we will concentrate on these three countries with

¹⁵ <http://www.digitaljournal.com/pr/3680534>

addition of Europe, especially Norway-Sweden, Germany and southern Europe. Electric passenger vehicles will be focused on Norway, Sweden and Germany while the electric three-wheelers and motorcycles are mainly for Spain, France and Italy. For China, all of our electric vehicles from passenger cars, buses and motorcycles or three-wheelers are to be marketed widely with bases in China. All of these operations will be supported by our Decentralized Assembly Plants (dAPs) in these countries (for a definition of dAP, please see Decentralized Manufacturing System or our whitepaper). The following figure shows the baseline strategic marketing expansion for our vehicles.



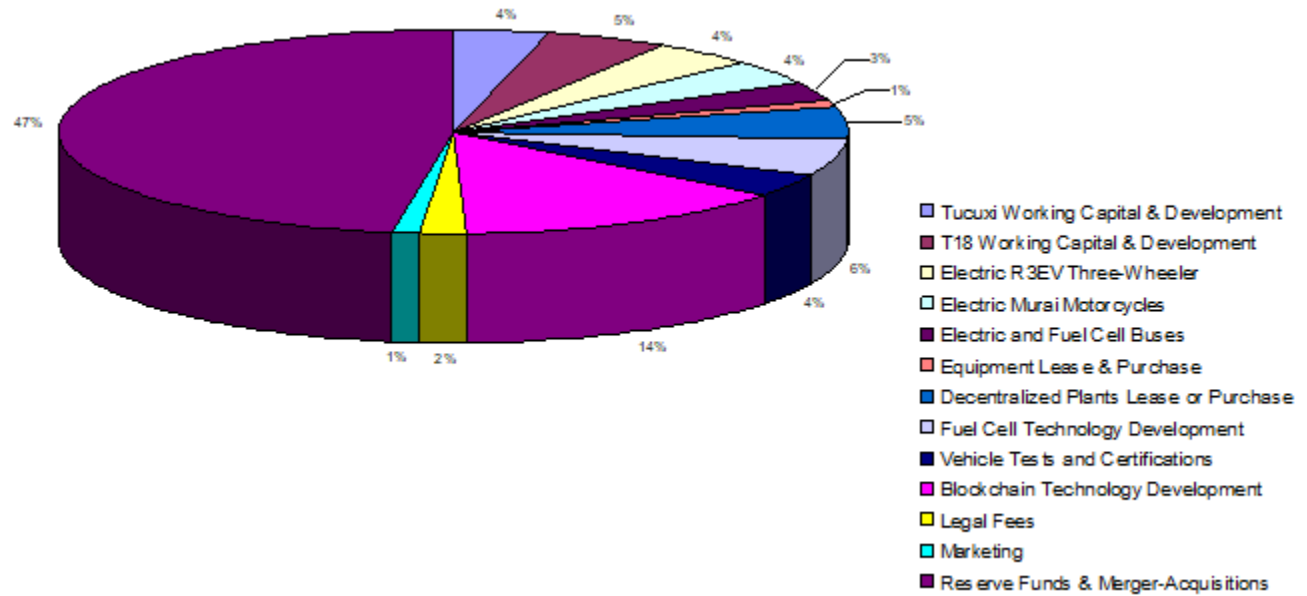
Marketing Expansion for Elektrikka Electric and Fuel Cell Electric Vehicles

Financial Projections

(The following financial projections are forward a forecast based upon our successful capital raise of \$50 Million in the STO)

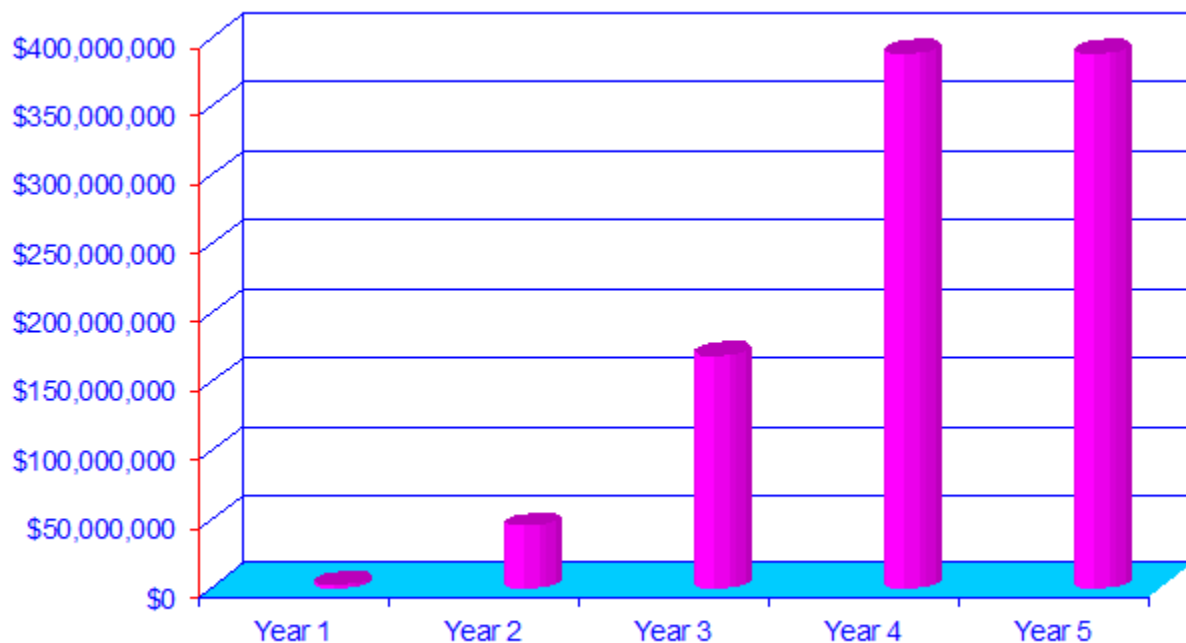
The following table shows the original use of funds (assuming that we could raise \$50,000,000). So far with ElektrikCar experience, we have been working with various kinds of budget. The planned budget is for vehicle manufacturing expansion and blockchain development.

Tucuxi Working Capital & Development	\$2,000,000
T18 Working Capital & Development	\$2,500,000
Electric R3EV Three-Wheeler	\$2,000,000
Electric Murai Motorcycles	\$2,000,000
Electric and Fuel Cell Buses	\$1,500,000
Equipment Lease & Purchase	\$500,000
Decentralized Plants Lease or Purchase	\$2,500,000
Fuel Cell Technology Development	\$3,000,000
Vehicle Tests and Certifications	\$1,750,000
Blockchain Technology Development	\$7,000,000
Legal Fees	\$1,000,000
Marketing	\$500,000
Reserve Funds & Merger-Acquisitions	\$23,750,000
	\$50,000,000



For the Year 1 to 5 Profit & Loss (P&L) statement, the following table gives us the projected budget for the vehicle manufacturing expansion only. Please note on the original amount of \$2.6 millions on Year 1.

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	\$2,614,228	\$45,026,762	\$169,222,078	\$388,099,328	\$388,099,328
COGS	\$1,083,055	\$28,977,952	\$111,429,483	\$252,334,483	\$252,334,483
Gross Margin	\$1,531,173	\$16,048,810	\$57,792,595	\$135,764,845	\$135,764,845
Gross Margin Percentage	59%	36%	34%	35%	35%
Total Payroll	\$300,000	\$743,971	\$748,602	\$858,526	\$858,526
General Administration	\$40,690	\$42,069	\$122,759	\$122,759	\$122,759
Certification, Professional, Test Fees	\$111,034	\$53,103	\$83,103	\$83,103	\$113,103
Insurance Costs	\$40,000	\$90,000	\$140,000	\$140,000	\$140,000
Workshop Costs	\$28,828	\$28,828	\$28,828	\$200,000	\$200,000
Material Shipping Costs	\$75,000	\$250,000	\$1,000,000	\$1,500,000	\$1,750,000
Electrical Works	\$185,000	\$390,000	\$660,000	\$960,000	\$960,000
Tooling and Dies	\$420,000	\$40,000	\$80,000	\$100,000	\$100,000
Reserve for Overbudget Costs (35%)	\$420,193	\$573,290	\$1,002,152	\$1,387,536	\$1,485,536
Operating Expenditure	\$1,620,745	\$2,211,260	\$3,865,444	\$5,351,924	\$5,729,924
Operating Profit	(\$89,572)	\$13,837,550	\$53,927,151	\$130,412,921	\$130,034,921
EBITDA	(\$89,572)	\$13,837,550	\$53,927,151	\$130,412,921	\$130,034,921



This Table shows the total revenue and earning before tax, insurance, depreciation and amortization for the total 5 years of the vehicle manufacturing expansion only. Please see our Risk Factors and consult your investment advisors for investment decision on our company. The following and its preceding tables are forward looking statements as stated below.

Revenue	\$993,061,723
COGS	\$646,159,455
Gross Margin	\$346,902,268
Gross Margin Percentage	35%

Total Payroll	\$3,509,625
General Administration	\$451,034
Certification, Professional, Test Fees	\$443,448
Insurance Costs	\$550,000
Workshop Costs	\$486,483
Material Shipping Costs	\$4,575,000
Electrical Works	\$3,155,000
Tooling and Dies	\$740,000
Reserve for Overbudget Costs (35%)	\$4,868,707

Operating Expenditure	\$18,779,297
Operating Profit	\$328,122,971
EBITDA	\$328,122,971

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

This Memorandum contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, which reflect the Officer(s)'s current judgment on certain issues. Those statements appear in a number of places in this Memorandum and in the documents incorporated by reference, if any, and may include statements regarding, among other matters, the Company's growth opportunities and other factors affecting the Company's financial condition or results of operations. Because such statements apply to future events, they are subject to risks and uncertainties that could cause the actual results to differ materially from those anticipated in this Memorandum. Important factors that could cause actual results to differ materially include, but are not limited to: as fluctuations in interest rates, changes in global credit and derivatives markets, revisions to laws pertaining to the rating of corporate obligations, changes in local and national unemployment rates, variations in the local and national economy and occurrences of natural disasters or other such disasters. Actual results may differ materially from these statements as a result of risk factors inherent in the Company's business, industry, or other factors. Risk factors that are applicable to the Company are more fully described below.

IMPORTANT NOTICE TO ALL INVESTORS: RISK FACTORS

THE INVESTMENT OFFERED HEREBY IS HIGHLY SPECULATIVE, AND PROSPECTIVE PURCHASERS SHOULD BE AWARE THAT AN INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK. ACCORDINGLY, PROSPECTIVE PURCHASERS SHOULD CAREFULLY CONSIDER THE FOLLOWING RISK FACTORS IN ADDITION TO THE OTHER INFORMATION IN THIS MEMORANDUM.

Lack of Liquidity.

The Securities are being offered without registration under the Securities Act, in reliance upon an exemption contained in Section 4(2) of the Securities Act and/or Regulation D Rule 506(c) under the Securities Act. Certain restrictions on transferability of restricted securities will be pursuant to the US SEC Rule 144(a). The restrictions on resale will apply from the closing date of purchase until after the date that is at least one year or twelve months. In light of the transfer of the Securities in the Company's Digital Coins (ERC-1404) Tokens should be viewed as restricted and subject to risk.

The determination of the amount of the offering has been arbitrarily determined by the Officer(s).

The amount of the Securities of the Company offered hereby has been arbitrarily determined by the Officer(s) and is not based on the Company's book value, assets, earnings or any other recognizable standard of value. As such, no prospective investor should infer that the Officer(s) has chosen to offer the amount of Securities described herein because of the Company's assets or book value. If profitable results are not achieved from the Company's operations, of which there can be no assurance, the Company may not have sufficient resources to continue its operations.

There are a few market exchanges for the Securities described herein, and the company expects a market to develop for the Securities in the future through Securities token exchanges and resale registration statement. The Securities are not currently registered under the Securities Act or the securities laws of any other appropriate jurisdiction in reliance on exemptions from such registration requirements.

The Securities can be resold or otherwise transferred pursuant to the US SEC Rule 144(a) after a minimum of one year/12 month holding period or the Securities are later registered under the Securities Act or the securities laws of any other appropriate jurisdiction, or unless an exemption from such registration requirements is available. Accordingly, an investor may be unable to liquidate an investment in the Securities and should be prepared to bear the economic risk of an investment in the Securities for an indefinite period. In addition, an investor should be able to withstand the total loss of his/her or its investment.

The Securities are being offered by the Company on a "best efforts" basis and no minimum amount of proceeds is required to be raised before the Company may use the proceeds of this Offering.

No assurance can be given that all or any specific portion of Securities offered hereby will be sold. The description of "Use of Proceeds" set forth herein shows the proposed use of the net

proceeds assuming the sale of all of the Securities offered hereby. To the extent that less than all of offered hereby are sold, the Company will need to adjust its investment strategy to compensate for the reduction in receipt of funds. (See "USE OF PROCEEDS").

There is no minimum capitalization applicable to the offering.

The Company does not have a minimum capitalization, and it may use the proceeds from the issuance of the Securities once the corresponding subscription agreements are accepted. The Company may only raise a minimum of capital, which could leave it with insufficient capital to implement its business plan effectively. There can be no assurance that alternative capital or financing would be available.

Risk that offering exemptions are not available.

In making this Offering, the Company is relying upon the availability Rule 506 (c) of Regulation D to exempt its offerings from registration under the Securities Act. If the private placement exemptions relied upon is not available to the Company and/or its Officer(s) for any reason, the Company and its Officer(s) may be required to offer to the investors the right to rescind their purchase of the Digital Coins (ERC-1404) Tokens, which could have a material adverse effect on the Company, its business, and its financial condition. There is also no assurance that the Company and/or its Officer(s) would have adequate funds to repay its coin holders if rescission were required. Any related litigation with the Securities and Exchange Commission or other state, federal or local agencies or parties would also have a material adverse impact on the Company.

The Company will be subject to substantial fees and expenses regardless of the profitability of the Company.

The Company will pay various expenses related to its ongoing operations regardless of whether or not the Company's is profitable. These expenses will require that the Company's operations generate sufficient revenues in excess of these expenses.

Financial projections provided may prove inaccurate.

Financial projections concerning the estimated operating results of the Company may be prepared by the Company's Officer(s). These projections would be based on certain assumptions which may prove to be inaccurate and which are subject to future conditions which may be beyond the control of the Officer(s). The Company has a limited operating history. The Company may experience unanticipated costs, or anticipated agreements or contracts may not materialize, resulting in lower revenues than forecast. There is no assurance that the results that may be illustrated in financial projections would in fact be realized by the Company. The financial projections would be prepared by the Officer(s) of the Company and would not be examined or compiled by independent certified public accountants. Accordingly, neither independent certified public accountants nor counsel to the Company could provide any level of assurance on them.

The Company is entirely dependent on its Officer(s).

The company's officers to make all decisions with respect to the Company's assets, including investment decisions and the day-to-day operations of the Company. Other than as specified in the Company's Articles of Incorporation, By-laws the coin holders have no right or power to take

part in the management of the Company. As a result, the success of the Company for the foreseeable future will depend largely upon the ability of Officer(s) of the company. Danet Suryatama is the company's chief officer and director and he controls the majority of the company stock ownership.

PROSPECTIVE INVESTORS ARE HEREBY ADVISED THAT THE SUCCESS OF PREVIOUS VENTURES UNDERTAKEN BY THE COMPANY'S OFFICER CANNOT BE CONSTRUED AS A GUARANTEE OF THE SUCCESS OF THE VENTURE OUTLINED HEREIN.

The Company may not achieve its goals and objectives.

While the company's officer believes that its experience and relationships will moderate this risk to some degree, no representation is made that the Company's operating strategy or business plan will be successful.

The Company may become subject to litigation.

There are many risks incident to the company's operations that may give rise to litigation. For example, the Company may be named as a defendant in a lawsuit or regulatory action. The Company may also incur uninsured losses for liabilities which arise in the ordinary course of business, or which are unforeseen, including, but not limited to, employment liability and business loss claims. There is no assurance that investors will not lose their entire investment in the Company as a result of unforeseen litigation.

The Company will indemnify its Officer(s).

The Company's Operating Agreement provides that the Company will, within the limits of capital contributions and retained assets, hold its Officer(s) and its principals harmless against certain claims arising from Company activities, other than losses or damages incurred by it as a result of its gross negligence, fraud or bad faith. If the Company were called upon to perform under its indemnification agreements, then the portion of its assets expended for such purpose would reduce the amount otherwise available for the implementation of its business plan.

There may be changes in laws applicable to the Company.

The Company must comply with various legal requirements, including requirements imposed by the state and federal securities laws, pension laws and state licensing requirements. Should any of those laws change, the legal requirements to which the Company may be subject could differ materially from current requirements.

The Company may face adverse tax consequences. While the Company is advised in tax matters by its accountants, the Internal Revenue Service (the "IRS") may not accept the tax positions taken by the Company.

The Company could be audited by the Internal Revenue Service.

The IRS could audit the Company's information and adjustments to the Company's tax returns could occur as a result. Any such adjustment could result in the Company paying additional tax, interest and penalties, as well as incremental accounting and legal expenses.

Considerations for ERISA investors.

Most pension or profit-sharing plans, individual retirement accounts and tax-advantaged retirement Company s are subject to provisions of the Code, the Employee Retirement Income Security Act of 1974 ("ERISA"), or both, which may be relevant to a decision as to whether such plans should invest in the Company . There may, for example, be issues as to whether such an investment is "prudent" or a "prohibited transaction." An investment in the Company may result in "unrelated business income." Legal counsel should be consulted by such a retirement before investing in the Company . (See "ERISA CONSIDERATIONS").

The funds raised through the Offering may be inadequate to implement the Company's business plan.

The Company will have limited capital available to it, to the extent that the Company raises capital from this Offering. The Company's business plan is based in part on the assumption that this Offering will be fully subscribed. If the Offering is less than fully subscribed, the Company will be required to alter its current business plan to account for the reduction in available funds, which may have an adverse impact on the Company's ability to implement and maximize its business plans.

The Company may suffer uninsured losses.

The company may incur certain types of losses of a catastrophic nature, such as losses resulting from floods, tornadoes, thunderstorms, and earthquakes, are uninsurable or not economically insurable to the full extent of potential loss. Such Acts of God, work stoppages, regulatory actions or other causes, could adversely affect the Company's business, results of operations, and profitability.

Risks related to terrorist attack, war or natural disaster.

The operations of the Officer(s), the Company, and counterparties with which the Officer(s), do business with could be severely disrupted in the event of a major terrorist attack or the outbreak, continuation or expansion of war or other hostilities. Additionally, a serious pandemic, such as avian influenza, or a natural disaster, such as a hurricane, could severely disrupt the global economy.

RISK FACTORS RELATED TO OUR OPERATIONS

THE FOLLOWING RISK FACTORS UNIQUE TO THE COMPANY'S OPERATIONS AND BUSINESS PLAN SHOULD BE CAREFULLY CONSIDERED IN EVALUATING AN INVESTMENT IN THE SECURITIES OFFERED HEREBY.

We may not be able successfully to finance and manage expansion of our business.

We intend to grow by scaling-up our world wide manufacturing and marketing of our current and future electric vehicles as well as our fuel cell electric vehicles , proliferate the use of solar-battery power plants around the world with our partners and to develop our own blockchain applications which will serve as the company computational core. Doing so will require substantial capital that may place significant demands on our management. We may not be able to raise the required capital and our current management skills and systems may not enable us to implement our growth strategy. Further, we may not be able complete acquisitions or

integrate them successfully into our existing business. Finally, we will require additional members of management to implement our growth strategy and we may not be able to attract and retain them.

Adverse capital and credit market conditions may significantly affect our access to capital and cost of capital.

Capital and credit markets have experienced significant volatility in recent years. In many cases, these markets have exerted downward pressure on the availability of liquidity and credit capacity for issuers. We need liquidity for future growth and development of our business. Without sufficient liquidity, we may not be able to purchase additional lots or develop projects, which could adversely affect our financial results.

If we do not effectively implement measures to provide our services, we may not achieve sustained revenues and investors could lose their entire investments.

We are a development stage company. Our sales and marketing efforts may not achieve intended results and therefore may not generate the revenue we hope to achieve. There can be no assurance that our operations will be successful. If we are not able to successfully address markets for our services, we may not be able to grow our business, compete effectively or achieve profitability.

If we are unable to successfully manage growth, our operations could be adversely affected.

Our progress is expected to require the full utilization of our management, financial and other resources, which to date has occurred with limited working capital. Our ability to manage growth effectively will depend on our ability to improve and expand operations, including our financial and management information systems, and to recruit, train and manage sales personnel. There can be no assurance that management will be able to manage growth effectively. If we do not properly manage the growth of our business, we may experience significant strains on our management and operations and disruptions in our business. Various risks arise when companies and industries grow quickly. If our business or industry grows too quickly, our ability to meet customer demand in a timely and efficient manner could be challenged. Our failure to properly manage the growth that we or our industry could experience may negatively impact our ability to execute on our plan of operations and, accordingly, could have an adverse impact on our business, our cash flow and results of operations, and our reputation with our current or potential customers.

Our principal officers have no experience in managing a public company, which increases the risk that we will be unable to establish and maintain all required controls and procedures and internal controls over financial reporting and meet the public reporting and the financial requirements for our business.

Our management has a legal and fiduciary duty to establish and maintain disclosure controls and control procedures in compliance with the securities laws, including the requirements mandated by the Securities Exchange Act of 1934 (as amended, the "Exchange Act") and the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley"). Although our officers have substantial business experience, they have no experience in managing a public company. The standards that must be met for management to assess the internal control over financial reporting as effective are complex, and require significant documentation, testing and possible remediation

to meet the detailed standards. Because our officers have no experience with the management of a public company, we may encounter problems or delays in completing activities necessary to make an assessment of our internal control over financial reporting, and disclosure. If we cannot assess our internal control over financial reporting as effective or provide adequate disclosure controls or implement sufficient control procedures, investor confidence and coin value may be negatively impacted.

We may become subject to claims which could harm our financial condition and liquidity if we are not able to successfully defend or insure against such claims.

We may become subject to claims, principally for personal injury, which could harm our business, prospects, operating results and financial condition. A claim against us could require us to pay a substantial monetary award, could generate substantial negative publicity about us and our business, and have a material adverse effect on our business, prospects and financial results. We may not be able to continue to secure insurance coverage on commercially acceptable terms or at reasonable cost, particularly if we face liability and are make a claim under a policy. We have not experienced difficulty in obtaining insurance coverage at acceptable rates, but there can be no assurance that it will continue to be able to do so.

We are obligated to develop and maintain proper and effective internal control over financial reporting. We may not be able to establish and maintain an effective system of internal control, complete our analysis of our internal control over financial reporting in a timely manner or internal controls may not be determined to be effective. If we fail to do so, we may not be able to report our financial results accurately or prevent fraud. Any inability to report and file our financial results accurately and timely could harm our reputation and adversely impact the price of Digital Coins (ERC-1404) Tokens.

The Company is unlikely to attract the attention of major brokerage firms.

Securities analysts of major brokerage firms are not likely to provide coverage of the Company since there is little incentive to brokerage firms to recommend the purchase of our common stock. In addition, brokerage firms are unlikely to be interested in conducting secondary offerings on behalf of the Company or in privately placing the Company's securities with their customers.

The market price for the Digital Coins (ERC-1404) Tokens may be particularly volatile given the Company's status as a relatively unknown company the coins of which have been and may continue to be thinly traded, and that has a limited operating history, a lack of profits and an uncertain future. Investors may be unable to sell the Digital Coins (ERC-1404) Tokens at or above their purchase price, which may result in substantial losses.

The market for the Digital Coins (ERC-1404) Tokens may be subject to significant price volatility for the indefinite future for a number of reasons. The Digital Coins (ERC-1404) Tokens has historically been very thinly traded and such trading has been extremely limited, sporadic and highly volatile. If this level of activity persists, the trading of relatively small quantities of coins may disproportionately affect their price. Also, the price for the Digital Coins (ERC-1404) Tokens could decline precipitously in the event that a large number of coins were offered or sold without commensurate demand. In addition, the Digital Coins (ERC-1404) Tokens is a speculative or "risky" investment due to the Company's limited operating history, the Company's lack of profits and its uncertain future. As a consequence, investors may be inclined to sell their coins more

quickly and at lower prices than would be the case with the Coins of a less risky issuer. We can make no predictions as to the future prices for coins of the Digital Coins (ERC-1404) Tokens. In light of the fact that trading in the Digital Coins (ERC-1404) Tokens has been sporadic, we believe that there is not an effective public for the Digital Coins (ERC-1404) Tokens or that dealer quotation for these coins will necessarily continue at their present levels.

The Company will be subject to penny stock regulations and restrictions and investors may have difficulty selling coins their Digital Coins (ERC-1404) Tokens.

The SEC has adopted regulations which generally define a “penny stock” as an equity security that has a market price of less than \$5.00 per share or an exercise price of less than \$5.00 per share, subject to certain exemptions. The Company expects that initially and for an undeterminable period, the Digital Coins (ERC-1404) Tokens will be classified as a “penny stock,” and that transactions in the Digital Coins (ERC-1404) Tokens may be subject to Rule 15g-9 under the Exchange Act, or the so-called “Penny Stock Rule,” which imposes additional sales practice requirements on broker-dealers that sell such securities to persons other than established customers and “accredited investors” (generally, individuals with a net worth in excess of \$1,000,000 or annual income exceeding \$200,000, or \$300,000 together with their spouses). For transactions subject to Rule 15g-9, a broker-dealer must make a special suitability determination for the purchaser and receive the purchaser’s written consent to the transaction prior to sale. As a result, this rule may affect the ability of broker-dealers to effectuate trades in or sell, and in turn the ability of shareholders to sell, the Digital Coins (ERC-1404) Tokens.

For any transaction involving a penny stock, unless exempt, a disclosure schedule prepared by the SEC relating to the penny stock market must be delivered prior to any transaction. Disclosure is also required to be made about sales commissions payable to both the broker-dealer and the registered representative and current quotations for the securities. Finally, monthly statements are required to be sent disclosing recent price information for the penny stock held in the account and information as to the limited market for penny stock. There can be no assurance that the common stock would qualify for exemption from the Penny Stock Rule. In any event, even if the common stock were to be exempt from the common stock Rule, Section 15(b)(6) of the Exchange Act, which gives the SEC the authority to restrict any person from participating in a distribution of penny stocks if the SEC finds that such a restriction would be in the public interest, would be applicable.

Since the Company will be an issuer of “penny stocks,” the protection provided by the federal securities laws relating to forward looking statements will not apply to us.

Although federal securities laws provide a safe harbor for forward-looking statements made by a public company that files reports under the federal securities laws, this safe harbor is not available to issuers of penny stocks. As a result, since the Company will be an issuer of penny stock, it will not have the benefit of this safe harbor protection in the event of any legal action based upon a claim that the material provided by the Company contained a material misstatement of fact or was misleading in any material respect because of the Company’s failure to include any statements necessary to make the statements not misleading. Such an action could adversely affect our financial condition.

The market price of the common stock may decrease due to factors beyond our control.

The securities markets have from time to time experienced extreme price and volume fluctuations which have often been unrelated to the financial performance of the companies listed or quoted thereon. These fluctuations may adversely affect the market price of the common stock and make it more difficult for the Company to sell equity, or equity-related securities at a price that the Company deems appropriate. The market price of the common stock may also fluctuate significantly in response to a number of factors, many of which are unpredictable or beyond our control, regardless of our actual performance. Among these factors are: variations in our quarterly operating results; changes in general economic conditions; changes in market valuations of similar companies; announcements by us or our competitors of significant new contracts, acquisitions, strategic partnerships or joint ventures, or capital commitments; loss of a major supplier, customer, partner or joint venture participant; and the addition or loss of key management personnel. As a result, holders of common stock may be unable to sell their shares, or may be forced to sell them at a loss.

The market price for the Digital Coin (ERC-1404) Tokens may be particularly volatile given the Company's status as a relatively unknown company the coins of which have been and may continue to be thinly traded, and that has a limited operating history, a lack of profits and an uncertain future. Investors may be unable to sell the Digital Coin (ERC-1404) Tokens at or above their purchase price, which may result in substantial losses.

The market for the Digital Coin (ERC-1404) Tokens may be subject to significant price volatility for the indefinite future for a number of reasons. The Digital Coin (ERC-1404) Tokens has historically been very thinly traded and such trading has been extremely limited, sporadic and highly volatile. If this level of activity persists, the trading of relatively small quantities of coins may disproportionately affect their price. Also, the price for the Digital Coin (ERC-1404) Tokens could decline precipitously in the event that a large number of coins were offered or sold without commensurate demand. In addition, the Digital Coin (ERC-1404) Tokens are a speculative or "risky" investment due to the Company's limited operating history, the Company's lack of profits and its uncertain future. As a consequence, investors may be inclined to sell their coins more quickly and at lower prices than would be the case with the Coins of a less risky issuer. We can make no predictions as to the future prices for coins of the Digital Coin (ERC-1404) Tokens. In light of the fact that trading in the Digital Coin (ERC-1404) Tokens has been sporadic, we believe that there is not an effective public for the Digital Coin (ERC-1404) Tokens or that dealer quotation for these coins will necessarily continue at their present levels.

Regulatory risk associated with an undeveloped and emerging body of law both in the United States and internationally:

There are significant regulatory risks in our initial coin offering due to uncertainty in what regulations may be implemented by Federal regulators in the US and internationally that could affect how tokens are sold, traded, offered and or registered. We have no way of predicting these risks and how they may affect your investment.

Unexpected transfer restrictions resulting from new regulations:

There are significant regulatory risks in our initial coin offering due to uncertainty in what regulations may be implemented by Federal regulators in the US and internationally that could affect how tokens may be transferred or restricted from transfer. We have no way of predicting these risks and how they may affect your investment.

Uncertain tax consequences relating to an investment in digital assets:

There may be significant tax consequences relating to your investment in our initial coin offering due to uncertainty in what regulations may be implemented by federal regulators in the US and internationally that could affect how tokens may be taxed if any. We have no way of predicting these risks and how they may affect your investment.

No guarantee that any digital token will be tradeable on any exchange:

There are significant regulatory risks in our initial coin offering due to uncertainty in what regulations may be implemented by Federal regulators in the US and internationally that could affect how tokens are sold, traded, offered on any exchange. We have no way of predicting these risks and how they may affect your investment.

Illiquidity and volatility of any cryptocurrency:

Our tokens, cryptocurrency as referred to by some may be illiquid and highly volatile in pricing or trading.

Main Protocol Risk:

Many of the Network project technologies and Tokens will, at least initially, be based on the Bitcoin and the Ethereum protocols. Any malfunction, breakdown, forking or abandonment of these protocols may have a material adverse effect on the Network or the Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present fundamental risks to the value of such protocols.

Risk of software weaknesses:

The Network and the Tokens, the Contribution software and other involved software and technology and technical concepts and theories are likely to still be in an early development stage and unproven, and there is no normally no warranty that the process for receiving, use and ownership of Tokens will be uninterrupted or error-free and there is an inherent risk that the software, Network, Tokens and related technologies and theories could contain weaknesses, vulnerabilities or bugs causing, inter alia, the partial or complete: loss of Tokens; inability to use Tokens; and/or lack of usefulness of Tokens.

Risk of blockchain mining attacks:

As with other public blockchain based systems that depend upon independent miners, any Network may be susceptible to mining attacks including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Network, FCV Tokens, Contributors, the expected proper execution and sequencing of Tokens transactions, and expected proper execution and sequencing of software computations.

Cryptocurrency and volatility:

Elektrikka Inc. may wish to store or convert cryptocurrency contributions into one or more fiat and/or alternative cryptocurrencies and there could be significant difficulties in making and managing such cryptocurrencies and funds including relating to the lack of ready convertibility

between fiat currencies, cryptocurrencies and Tokens and the difficulty in being able to deal with such assets via traditional market counterparties and intermediaries. If the value of cryptocurrencies fluctuate unfavorably during or after the Token Sale, Elektrikka Inc. may not be able to fund development, or may not be able to develop or maintain the Network in the manner that is intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of cryptocurrencies, including but not limited to another DAO-like attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

Risk of loss of your credentials:

If your own crypto-wallet credentials are lost or stolen, the obtained Tokens associated with any Contribution will be unrecoverable and will be permanently lost. A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your wallet. Accordingly, loss of requisite private key(s) associated with your wallet will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the wallet you choose to receive and store Tokens, including your own failure to properly maintain or use such wallet, may also result in the loss of your Tokens. Failure to precisely follow the procedures set forth in any Token sale documentation for buying and receiving Tokens, including, for instance, providing an incorrect wallet address, or providing an address that is not ERC-1404 compatible, may result in the loss of your Tokens.

Cybercrime:

The acquisition and management of cryptocurrencies and Tokens is inherently subject to the risk of cybercrime that is difficult to manage and mitigate. This may result in concerted attempts and even successful attempts to hack the Network, Token Sale process and the Sites and software used to manage contributions received in respect of Tokens and other software or technology components and to defraud Contributors and Elektrikka Inc. and the Token Sale process may be subject unauthorised access, hacking and/or theft of some of cryptocurrency and Token assets. Elektrikka Inc. is unlikely to be required to insure the assets or may find it too difficult to do so given commercial conditions for such insurance. Any unauthorised access or cybercrime may result in theft or loss or inability to access Contributions, impacting the ability to issue Tokens, the value of Tokens and may also impact the ability to develop and launch the Network.

Failure or Abandonment:

The Token Sale event itself or the Network project may be fully or partially abandoned or required to be re-structured for a number of reasons or remain technologically or commercially unsuccessful, or be shut down for many reasons including e.g., lack of interest from industry and/or the public, changes in law or regulatory issues, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that any Tokens or rights to Token acquired by Contributors will have the value expected or any value at the time of realisation or use of any Tokens. Contributors should understand and accept that the Contribution and/or the allocation, use and ownership of Tokens, carries significant risks that could lead to the Tokens being unusable or valueless particularly:

- a. as a means to exchange information, services and value with other Network participants; and
- b. given that that they are not normally capable of being exchanged or redeemed to the Securities Token Exchange in return for fiat or alternative cryptocurrencies.

Regulatory risk:

There is a risk that the offer and or use of the Tokens could be prohibited under applicable securities law. Blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications and token sales, which may be contrary to the structure of the Contribution process and which may, inter alia, result in substantial modifications of the Network and Token utility, including potential loss of Tokens or Token Value for Contributors. Elektrikka Inc. or any related entity may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction and/or use the Tokens or make it commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdictions.

Risk of lack of statutory protection:

Tokens do not represent deposits and are not subject to any statutory insurance or guarantees. In the event of insolvency of Elektrikka Inc. or related or associated party that provides the Network on which Tokens are intended to be used there will be no protection in place to receiver losses on Contributions or Tokens.

Risk of governance failure:

Tokens normally confer no governance rights of any kind with respect to Elektrikka Inc. All decisions involving Elektrikka's (or related or associated party's) products or services will usually be made by Elektrikka Inc. or related or associated parties at their sole discretion and without engagement or consultation with Contributors, including, but not limited to, decisions to discontinue the Network or Token or to sell or liquidate. These decisions could adversely affect the Network and the utility of any Tokens you own. Whilst Elektrikka blockchain is subject to the normal legal, accounting and tax standards, it may be operated by persons with limited actual business experience.

Risk of lack of oversight:

Most token sales are not structured as an offer of securities or a promotion, invitation or solicitation for investment purposes or are not intended to do so. Unregulated Token sales are not therefore intended to represent a security or similar legal interest. The terms applicable to unregulated contributions are not normally therefore subject to financial services offering requirements including in respect of documentation or prospectus formats that must meet certain standards required by law and market participants may not be subject to independent supervision. The impact on Contributors for investing in unregulated Tokens include that there is no independent review or oversight required by law, and the accounts of Token offerors may not be subject to audit requirements.

Risk of a lack of a suitable legal remedy:

In the event of a dispute as to whether:

- (i) Contributions have been appropriately used to meet any legally binding representations made in any Token sale documentation;
- (ii) the Network or Tokens have been developed within the scope of the legally binding representations or function as represented;
- (iii) the terms and conditions of the Token sale or exchange have been breached; or
- (iv) any other potential legal claim against Elektrikka Inc. or any related or associated third parties (Respondents),

it may prove very difficult and costly for Contributors to assert their legal rights in their home jurisdiction (based on applicable law and jurisdiction and enforcement issues) or in the jurisdiction of the Respondents and this may dissuade Contributors from asserting their legal (including contractual and statutory) rights.

In addition, even if a claim is brought it may prove difficult to distinguish between legally binding and enforceable contractual representations, warranties and terms from mere statements of the intended potential future use of a Token that are not sufficiently certain legally binding promises and representations. Terms and conditions of Token sales will also normally take significant care to warn Contributors about the many risks involved in Tokens, Token sales, and the viability of the underlying Network or platform on which Tokens are intended to be used and this may also make it very difficult to bring a claim successfully. Contributors and all market participants are encouraged to do their own research and consider the following helpful risk warnings and advice on this sector (and particularly the regulatory status of token sales and the risk of loss of value and fraud) that have been issued by regulators in a number of jurisdictions:

Gibraltar <http://www.fsc.gi/news/statement-on-initial-coin-offerings-250>

UK <https://www.fca.org.uk/news/statements/initial-coin-offerings>

USA https://www.sec.gov/oiea/investor-alerts-and-bulletins/ib_coinofferings

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the company business plan which may be considered a supplement to this information contains forward-looking statements, including, without limitation, in the sections captioned “Description of Business,” “Risk Factors,” and “Management’s Discussion and Analysis of Financial Condition and Plan of Operations,” and elsewhere. Any and all statements contained in this prospectus memorandum that are not statements of historical fact may be deemed forward-looking statements. Terms such as “may,” “might,” “would,” “should,” “could,” “project,” “estimate,” “pro-forma,” “predict,” “potential,” “strategy,” “anticipate,” “attempt,” “develop,” “plan,” “help,” “believe,” “continue,” “intend,” “expect,” “future,” and terms of similar import (including the negative of any of the foregoing) may be intended to identify forward-looking statements. However, not all forward-looking statements may contain one or more of these identifying terms. Forward-looking statements in this registration statement may include, without limitation, statements regarding (i) the plans and objectives of management for future operations, including plans or objectives relating to the development of our services, (ii) a projection of income (including income/loss), earnings (including earnings/loss) per coin, capital expenditures, dividends, capital structure or other financial items, (iii) our future financial performance, including any such statement contained in a discussion and analysis of financial

condition by management or in the results of operations included pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"), and (iv) the assumptions underlying or relating to any statement described in points (i), (ii) or (iii) above. The forward-looking statements are not meant to predict or guarantee actual results, performance, events or circumstances and may not be realized because they are based upon our current projections, plans, objectives, beliefs, expectations, estimates and assumptions and are subject to a number of risks and uncertainties and other influences, many of which we have no control over. Actual results and the timing of certain events and circumstances may differ materially from those described by the forward-looking statements as a result of these risks and uncertainties. Factors that may influence or contribute to the inaccuracy of the forward-looking statements or cause actual results to differ materially from expected or desired results may include, without limitation, our inability to obtain adequate financing, the significant length of time associated with development of various aspects of our business and related insufficient cash flows and resulting illiquidity, our inability to expand our business, existing or increased competition, results of arbitration and litigation, Coins volatility and illiquidity, and our failure to implement our plans or strategies. A description of some of the risks and uncertainties that could cause our actual results to differ materially from those described by the forward-looking statements in this registration statement appears in the section captioned "Risk Factors" and elsewhere in this registration statement.

USE OF PROCEEDS

The entire net proceeds from the sale of the Digital Coins (ERC-1404) Tokens will be deposited into the Company's corporate custody account and will be available to the Company in accordance with the prospectus for general corporate purposes.

LIMITATIONS ON TRANSFERABILITY

Limited market exists for the Securities offered herein. The Securities have not been registered for sale under the Securities Act or registered or qualified under the securities laws of any state, in reliance upon available exemptions from such registration and qualification requirements. The exemptions from registration relied upon by the Company for this Offering (Regulation D, Rule 506(c) that allows for exempt offering of restricted and controlled securities. As restricted securities, tokens issued to investors can be traded/transferred after one year from the effective date of purchase (as indicated by SEC, Rule 144(a) as a "safe harbor" exemption). The company will still have to verify the identity of subsequent Token holders in order to ensure AML/OFAC compliance for dividend payments and compliance with applicable law. The Company reserves the right to require an opinion of legal counsel satisfactory to it regarding the availability of resale exemptions to be provided by a proposed seller of such securities. A registration rights agreement will be executed with investors to register coins purchased under this agreement.

One year or twelve months from the date of purchase, peer-to-peer transfers will be permitted. Elektrikka Inc. plans to authorize peer-to-peer transfers as long as a sufficient process can be established to verify the identity of subsequent Token holders in order to ensure AML/OFAC compliance for dividend payments and compliance with applicable law. There is no guarantee that Elektrikka, Inc. will be able to establish such procedures and authorize peer-to-peer transfers.

Elektrikka Inc. will have a plan to repurchase restricted securities tokens and swap them with registered shares/tokens at later dates however Elektrikka Inc. does not guarantee that such plan will happen.

INVESTORS CONTEMPLATING A PURCHASE OF THE SECURITIES OFFERED HEREBY SHOULD SEEK THEIR OWN INDEPENDENT LEGAL ADVICE REGARDING THE EFFECT OF THESE RESTRICTIONS AND INVESTMENT REPRESENTATIONS. UNITED STATES ANTI-MONEY LAUNDERING PROGRAM

As part of the United States Patriot Act (the “Patriot Act”), the Officer(s) is required to comply with stringent anti-money laundering provisions. In this regard, each Investor, as a condition to acceptance of his/her investment in the Company, will be required to represent:

- (i) That it will provide any information deemed necessary by the company’s officer in their sole discretion to comply with its anti-money laundering programs and related responsibilities from time to time;
- (ii) that is, and each of its beneficial owners is, (a) not an individual, entity or organization on any U.S. Office of Foreign Assets Control “watch list” and does not have any affiliation of any kind with such individual, entity or organization; (b) not a foreign shell bank; and (c) not a person or entity resident in or whose subscription Company s are transferred from or through a jurisdiction identified as non-cooperative by the U.S. Financial Action Task Force;
- (iii) that the monies to be invested in the Company were not derived from any activities that may contravene U.S. or non-U.S. anti-money laundering laws or regulations; and
- (iv) that it is not, and none of its beneficial owners are, a senior foreign political figure, an immediate family Partner of a senior foreign political figure or a close associate of a senior foreign political figure.

The Officer(s) may adopt additional procedures as the rules under the law are further clarified or amended. The Officer(s) reserves the right to request such information as is necessary to verify the identity of a subscriber and the underlying beneficial owner of a subscriber’s interest in the Company. In the event of delay or failure by the subscriber to produce any information required for verification purposes, the Officer(s) may refuse to accept a subscription or may cause the withdrawal of any such investor from the Company.

TERMS OF THE OFFERING

Elektrikka, Inc., a Michigan USA, company (the "Company") is offering up to Seventy Million Dollars (\$70,000,000) of Digital Coins (ERC-1404) Tokens (the "Digital Coins (ERC-1404) Tokens" or the "Securities"), to Accredited Investors, as that term is defined in Rule 506(c) promulgated under the Securities Act of 1933, as amended, (hereinafter, the "Securities Act") pursuant to Regulation D, Rule 506(c) of the Securities Act. This Private Placement Offering Memorandum (the "Memorandum") relates to the offer and sale (the "Offering") of up to Seventy Million Dollars (\$70,000,000) gross proceeds from the sale of Digital Coins (ERC-1404) Tokens (the "Digital Coins (ERC-1404) Tokens" or "Securities"). The minimum subscription amount per person is Ten Dollars (\$10.00). The aggregate/total minimum subscription is Two Hundred Thousand Dollars (\$200,000.00) in which otherwise invested funds will be returned. The Digital Coins (ERC-1404) Tokens offered hereby are collectively referred to as the "Securities."

The amount of the securities of the Company offered hereby has been arbitrarily determined by the Officer(s) and is not based on the Company's book value, assets, earnings or any other recognizable standard of value. As such, no prospective investor should infer that the Company has chosen to offer the amount of securities described herein because of the Company needs capital to execute its business plan. If profitable results are not achieved from the Company's operations, of which there can be no assurance, the Company may not have sufficient resources to make acquisitions and continue operations. There is no aggregate minimum requirement for the Offering to become effective. The Company reserves the right, subject to applicable securities laws, to begin applying "dollar one" of the proceeds from the Offering towards the uses as specifically set forth in this Memorandum. There is no escrow applicable to the Offering.

These Securities are suitable for investment only by prospective investors who meet the qualifications of an "Accredited Investor," as defined in Regulation D, Rule 506(c) promulgated under the Securities Act, as described below under "Investor Suitability Standards."

SUITABILITY STANDARDS

Investment in the restricted securities of the Company involves substantial risk. There are a limited numbers of public markets for the securities. Also, sale or other disposition requires prior written consent of the Officer(s) until and after a minimum one year holding period is satisfied (pursuant to the SEC Rule 144(a)) or such securities become registered under the federal and state securities laws.

Accordingly, investment in the securities referred to in this memorandum is suitable only for person of adequate financial means who have no need for liquidity with respect to their investment and who are capable of suffering a loss of their entire investment in any securities purchased. A suitable investor is one who meets the conditions set forth above and whom the Officer(s) immediately prior to sale and upon making reasonable inquiry, shall have reasonable grounds to believe, and does believe:

1) Is an **accredited investor** within the SEC guidelines as defined in 17 CFR § 230.501(a)¹⁶ of the US Securities Act of 1933. Accredited investors can be categorized as follows :

- a. A person with earned income that exceeded \$200,000 (or \$300,000 together with a spouse) in each of the prior two years, and reasonably expects the same for the current year; or
- b. A person that has a net worth over \$1 million, either alone or together with a spouse (excluding the value of the person's primary residence),

On the income test, the person must satisfy the thresholds for the three years consistently either alone or with a spouse, and cannot, for example, satisfy one year based on individual income and the next two years based on joint income with a spouse. The only exception is if a person is married within this period, in which case the person may satisfy the threshold on the basis of joint income for the years during which the person was married and on the basis of individual income for the other years; or

- c. A manager of the company that issues these securities, or
- d. An entity such as an Individual Retirement Account (IRA) or Self Employed Person (SEP) Retirement Account, and all beneficial owners meet one of the standards defined in bullets a and b above; or
- e. A charitable organization, corporation, or partnership with assets exceeding Five Million Dollars (\$5,000,000); or
- f. A business in which all of the equity owners are Accredited Investors; or
- g. A trust with assets in excess of Five Million Dollars (\$5,000,000) that was not formed to acquire these Securities; or
- h. A bank, insurance company, registered investment company, business development company, or small business investment company; or
- i. An employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of Five Million Dollars (\$5,000,000)

2) Can bear any economic risk incident to holding the Securities;

3) Recognizes the restrictions on transferability of the securities, has adequate means of providing for his current financial needs and possible personal contingencies, has no need for liquidity of this investment and has no reason to anticipate any change in his personal circumstances, financial or otherwise, which might cause him to attempt to resell or transfer his securities.

¹⁶ <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8edfd12967d69c024485029d968ee737&r=SECTION&n=17y3.0.1.1.12.0.46.176>

- 4) Is familiar with the nature and risks attending investments in privately offered securities, and has determined that the purchase of the securities is consistent with his forecasted income and investment objectives;
- 5) Is aware that only limited number of trading markets for his securities are likely to exist at any time and that his securities will have restricted transferability (could be transferred after a minimum of one year holding period) pursuant to the SEC Rule 144(a)
- 6) Satisfies the applicable state law suitability requirements of the state of the investor's residence.

Each investor will also be required to represent that he has been furnished, has carefully read and has relied solely on the information contained in this Memorandum, including all exhibits, amendments and supplements hereto. Further, Securities will be offered for sale only to persons who the Officer(s) has reasonable grounds to believe are qualified investors. The Officer(s) will request that prospective investors or their Purchaser Representative(s) complete a questionnaire and may require that such persons furnish other information.

The suitability standards referred to above represent minimum suitability requirements for prospective purchasers, and the satisfaction of such standards by a prospective purchaser does not necessarily mean that the Securities are a suitable investment for such person. The Officer(s), in circumstances it deems appropriate, may modify such requirements. The above-described representations from prospective investors will be reviewed to determine the suitability of the Securities of prospective investors, and the Officer(s) will have the right to refuse a subscription for the Securities if, in its discretion, it believes the prospective investor does not meet the applicable suitability standards or the Securities are otherwise an unsuitable investment for the prospective investor. Subscriptions will not necessarily be accepted in the order received by the Officer(s).

SUBSCRIPTION PROCEDURES

In order to subscribe for the Securities offered hereby, each prospective investor will be required to transfer to the Officer(s), via Ethereum Blockchain Network Ether (ETH), Bitcoin (BTC) or fiat currencies to "**Elektrikka, Inc.**," smart contract address with the minimum amount of One Hundred Dollars (\$100.00). In addition, the prospective investor must complete, execute, and deliver the following to the Officer(s):

- (1) A dated and fully executed Subscription Agreement and Confidential Purchaser Questionnaire (the "Subscription Agreement and Questionnaire"). The Subscription Agreement and Questionnaire sets forth the terms and conditions of an investment on the Company. In addition, the Subscription Agreement and Questionnaire contains representations and warranties of the prospective investor that will be relied upon by the Officer(s) to comply with its obligations under the applicable securities laws. Therefore, care should be taken in reading and completing the Subscription Agreement and Questionnaire to insure accuracy and completeness.
- (2) If the prospective investor is subscribing for Securities on behalf of an entity (i.e., other than an individual), the investor shall supply the Officer(s) with a properly executed instrument authorizing the purchase by the agent on behalf of the entity.

Subscription Agreements are not binding upon the Officer(s) or the Company until accepted by the Officer(s), which reserves the right to reject, in whole or in part, in its sole discretion, less than the amount of the Securities for which the investor has subscribed. If the Officer(s) rejects all or a portion of any subscription, the Officer(s) will promptly return to the subscriber the cryptocurrencies being sent minus any transfer fees (gas fees).

THE SECURITIES ARE BEING OFFERED FOR SALE TO QUALIFIED ACCREDITED INVESTORS (AS THAT TERM IS DEFINED IN RULE 506(C) OF THE SECURITIES ACT) AS A PRIVATE PLACEMENT DIRECTLY BY THE COMPANY WITHOUT REGISTRATION UNDER THE SECURITIES LAW OF ANY JURISDICTION. INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD NOT BE MADE BY ANY PERSON WHO CANNOT AFFORD A LOSS OF HIS/HER PRINCIPAL.

INVESTMENT IN THE SECURITIES IS SUITABLE ONLY FOR SOPHISTICATED PERSONS WHO HAVE ADEQUATE MEANS OF PROVIDING FOR THEIR CURRENT NEEDS AND PERSONAL CONTINGENCIES AND HAVE NO NEED FOR LIQUIDITY IN THEIR INVESTMENTS.

THERE ARE ONLY A LIMITED NUMBER OF MARKETS EXIST FOR THE SECURITIES DESCRIBED HEREIN. THE SALE OF THE SECURITIES OFFERED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND ACCORDINGLY CANNOT BE RESOLD UNLESS A MINIMUM ONE YEAR HOLDING PERIOD IS SATISFIED OR THE SECURITIES ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT.

ADDITIONAL INFORMATION

This Memorandum does not purport to restate all of the relevant provisions of the documents referred to or pertinent to the matters discussed herein, all of which must be read, in their entirety, for a complete description of the terms relating to an investment in the Company. This Memorandum is intended only to be a summary of the more significant features of investing in the Company and is qualified by the provisions of the Company's Subscription Documents, attached hereto as Appendix A. Prospective investors have a right to inquire about, and request and receive, any additional information they may deem appropriate or necessary to further evaluate this Offering and to make an investment decision. Representatives of the Officer(s) may prepare written responses to such inquiries or requests if the information requested is available. The use of any oral representations or any written documents other than those prepared and expressly authorized by the Officer(s) in connection with this Offering are not to be relied upon by any prospective investor. Please contact the Officer(s) directly if you have any questions or require additional information.

ONLY INFORMATION OR REPRESENTATIONS CONTAINED HEREIN MAY BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE OFFICER(S). NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM IN CONNECTION WITH THE OFFER BEING MADE HEREBY, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE OFFICER(S). INVESTORS ARE CAUTIONED NOT TO RELY UPON ANY INFORMATION NOT EXPRESSLY SET FORTH IN THIS MEMORANDUM. THE INFORMATION PRESENTED IS AS OF THE DATE ON THE COVER HEREOF UNLESS ANOTHER DATE IS SPECIFIED, AND NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE HEREUNDER SHALL CREATE ANY IMPLICATION THAT THERE HAS

BEEN NO CHANGE IN THE INFORMATION PRESENTED SUBSEQUENT TO SUCH DATE(S).

APPENDICES

Appendix A: "STO Purchase Agreement" must be printed and submitted by mail or email with required supporting documentation or electronic certification.

Appendix B: "Accredited Investors Status Verification" must be printed and submitted by mail or email with required supporting documentation or electronic certification.

Appendix A

STO PURCHASE AGREEMENT

THIS FCV SECURITIES TOKENS PURCHASE AGREEMENT (the "Agreement") is entered into as of _____, 2019 (the "Effective Date").

BETWEEN:

(the "Purchaser")

AND:

Elektrikka, Inc.

(the "Company")

WHEREAS:

A. The Company wishes to sell _____ FCV Securities Digital Coins (ERC-1404) Tokens (the "Coins") in Elektrikka, Inc. (the "Company") to the Purchaser; and

B. The Purchaser wishes to purchase the Securities-Utility Coins from the company.

NOW THEREFORE in consideration of the premises, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURCHASE AND SALE

1.1 On the basis of the representations and warranties set forth in section 2 of this Agreement and subject to the terms and conditions hereof, the Company agrees to sell to the Purchaser for \$ _____ (the "Purchase Price"), and the Purchaser agrees to purchase from the Company, the Coins.

1.2 The Purchaser agrees to pay the Purchase Price to the Company upon the execution of this Agreement.

1.3 The Purchaser acknowledges that any coin certificates representing the Coins, or any portion thereof, shall have typed or otherwise written thereon all restrictive legends required by applicable securities laws.

2. TOKENS WARRANTIES

2.1 The Company represents and warrants to the Purchaser that:

(a) the Company is authorized to issue the FCV Tokens represented herein; and

- (b) the Coins are free and clear of all mortgages, debentures, charges, hypothecations, pledges, liens, or other security interests or encumbrances of whatever kind or nature, regardless of form and whether consensual or arising by law, statutory or otherwise, that secures the payment of any indebtedness or the performance of any obligation or creates in favor of or grants to any person any proprietary right.
- 2.2 The Company represents and warrants to the Purchaser that the Company is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and that it has the power, authority and capacity to incur the obligations created by this Agreement and to carry out its terms.

3. GENERAL PROVISIONS

- 3.1 No alteration or amendment to this Agreement shall take effect unless it is in writing duly executed by the parties hereto.
- 3.2 Time shall be of the essence of this Agreement.
- 3.3 The parties to this Agreement covenant and agree to execute and deliver all such further documents and instruments, and to do all acts and things as may be necessary or desirable to carry out the full intent and meaning of this Agreement.
- 3.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any such invalid or unenforceable provision shall be deemed to be severable.
- 3.5 The provisions of this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 3.6 This Agreement shall be governed by and construed in accordance with the laws of The State of Michigan, USA as applicable therein.
- 3.7 This Agreement shall ensure to the benefit of and be binding upon the parties and, except as otherwise provided or as would be inconsistent with the provisions of this Agreement, their respective heirs, executors, administrators, successors and assigns.
- 3.8 Each of the parties to this Agreement confirms and acknowledges that it has been provided with an opportunity to seek independent legal advice with respect to its rights, entitlements, liabilities and obligations hereunder and understands that it has been recommended that such advice be sought prior to entering into this Agreement.
- 3.9 All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, to the party to be notified.
- 3.10 All references to currency in this Agreement are to United States dollars.

3.11 This Agreement may be executed in counterparts and by email, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

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

Company

Per: Elektrikka, Inc.

Danet Suryatama, President

PURCHASER

Per:

Authorized Signatory

Appendix B

“ACCREDITED INVESTOR” STATUS VERIFICATION

The subscriber certifies that he is an accredited investor or meets the institutional investor status before making this investment. If Subscriber is a custodian acting for one or more minors, responses below should apply to each minor, not to the custodian.

INDIVIDUAL WITH \$1 MILLION NET WORTH.

A natural person whose individual net worth, or joint net worth with his or her spouse, exceeds \$1 million.

INDIVIDUAL WITH \$200,000 INDIVIDUAL ANNUAL INCOME.

A natural person (not an entity) who had an individual income in excess of \$200,000 in each of preceding two years and has a reasonable expectation of reaching same income level in current year.

INDIVIDUAL WITH \$300,000 JOINT ANNUAL INCOME.

A natural person (not an entity) who had joint income with his or her spouse in excess of \$300,000 in each of preceding two years and has a reasonable expectation of reaching same income level in current year.

CORPORATIONS OR PARTNERSHIPS.

A corporation, partnership, or similar entity that has at least \$5 million of assets and was not formed for the specific purpose of acquiring an Interest.

REVOCABLE TRUST.

A trust that is revocable by its grantors and each of whose grantors is a natural person whose individual net worth, or joint net worth with his or her spouse, exceeds \$1 million.

IRA OR SIMILAR BENEFIT PLAN.

An IRA, Keogh or similar benefit plan that covers only a non-employee natural person whose individual net worth, or joint net worth with his or her spouse, exceeds \$1 million.

PARTICIPANT-DIRECTED EMPLOYEE BENEFIT PLAN ACCOUNT.

A participant-directed employee benefit plan (e.g., many 401(k) plans), investing at the direction of and for the account of a participant whose individual net worth, or joint net worth with his or her spouse, exceeds \$1 million.

OTHER ERISA PLAN.

An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) other than a participant-directed plan (i) with total assets of at least \$5 million or (ii) for which investment decisions (including the decision to purchase an Interest) are made by a bank, registered investment adviser, savings and loan association, or insurance company.

GOVERNMENT BENEFIT PLAN.

A plan established and maintained by a state, its political subdivisions (e.g., municipalities), or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets of at least \$5 million.

IRREVOCABLE TRUST.

A trust (other than an ERISA employee benefit plan) that (i) is not revocable by its grantor(s), (ii) has at least \$5 million of assets, (iii) was not formed for the specific purpose of acquiring an Interest, and (iv) is directed by a person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of an investment in the Fund.

NON-PROFIT ENTITY.

An organization described in Section 501(c)(3) of the Internal Revenue Code, as amended, with total assets in excess of \$5 million (including endowment, annuity and life income funds), as shown by the organization's most recent audited financial statements.

OTHER INSTITUTIONAL INVESTOR .

A bank, as defined in Section 3(a)(2) of the 1933 Act (whether acting for its own account or in a fiduciary capacity); a savings and loan association or similar institution, as defined in Section 3(a)(5)(A) of the 1933 Act (whether acting for its own account or in a fiduciary capacity); a broker-dealer registered under the Exchange Act; an insurance company, as defined in Section 2(13) of the 1933 Act; an investment company registered under the ICA; a "business development company," as defined in Section 2(a)(48) of the ICA; a small business investment company licensed under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended, or a "private business development company" as defined in Section 202(a)(22) of the Advisers Act.

ENTITY OWNED ENTIRELY BY ACCREDITED INVESTORS.

A corporation, partnership, or similar entity each of whose equity owners is either a natural person whose individual net worth, or joint net worth with his or her spouse, exceeds \$1 million or an entity each of whose equity owners meets this test.

The investor must provide two of the following items in support of his/her certifications that they are an accredited investor as described above:

- 1) W-2 Form (for American) or Tax Return (redact or cover your Social Security or Other Personal Numbers)

OR

Copy of Bank or Investment Statement (first page only showing net worth)

- 2) Copy of Passport First Page (redact or cover birth date or other important dates/number)

Subscribers Signature Here to certify the above

Date