PRIVATE PLACEMENT MEMORANDUM

Parler®

PARLER TECHNOLOGIES, INC.

$50,000,000 Total Offering

10,000 shares of Series A Convertible Preferred Stock
(the "**Shares**")

Offering Price:
$5,000 per Share
One Share Minimum Investment

Parler may, at its sole option, increase the size of this offering by 10,000 Shares ($50,000,000) for a total offering of 20,000 shares ($100,000,000)
(the "**Overallotment Option**")

Shares of Series A Convertible Preferred Stock (the "**Shares**") of Parler Technologies, Inc. (**the "Company," "Parler," "we," "us" or "our")** are being offered in this offering (the "**Offering**"). The Company has completed its conversion from a Delaware limited liability company to a Nevada corporation and changed its name from Parler Cloud Technologies, LLC to Parler Technologies, Inc., effective September 23, 2025 (such conversion, the "**LLC Conversion**").

After this Offering the Company will have two series of common stock and one class of preferred stock authorized, Class A common stock, par value $0.0001 per share (the "**Class A Common Stock**"), Class B common stock, par value $0.0001 per share (the "**Class B Common Stock**" and, together with the Class A Common Stock, the "**Common Stock**"), and Series A preferred stock, par value $0.0001 per share (the "**Series A Preferred Stock**" or the "**Shares**"). The rights of the holders of Class A Common Stock and Class B Common Stock are generally identical, except with respect to voting and conversion rights. Each share of Class A Common Stock will entitle its holder to one (1) vote on all matters presented to the Company's stockholders generally. Each share of Class B Common Stock will entitle its holder to one hundred (100) votes on all matters presented to the Company's stockholders generally and is convertible into one share of Class A Common Stock.

Each Share has no voting rights, except as required by applicable law. Each Share carries an annual dividend of 7.0% of the price per Share (the "**Preferred Dividend**"). The Preferred Dividend shall accrue daily, beginning on the date of the issuance of the Shares, and will accrue until conversion of the Shares. Dividends will be payable (entirely or partially) in cash, when, as, and if declared by the Company's board of directors (the "**Board of Directors"**). For the avoidance of doubt, in the event that a Liquidity Event (as defined below), conversion or sale occurs prior to the end of a year, the portion of dividends shall be paid with respect to such partial year. Dividends will be payable in cash when, as and if declared by the Company's Board of Directors and will have preference over dividends on junior equity.

Each Share (and any fractional Share) is convertible into Class A Common Stock (a) at the option of the holder (1) at any time after the original issue date and (2) on the closing of a Qualified Financing (as defined below), and (b) automatically upon any of the following: (1) the closing of an (i) initial public offering of capital stock of the Company or any successor thereof, including without limitation, a public offering of securities pursuant to Regulation A promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"), and the rules and regulations promulgated thereunder, the filing with the Securities and Exchange Commission (the "**SEC**") of a registration statement on a Form 8-A, (ii) a public offering of securities pursuant to the filing of a Form S-1, or (iii) a direct listing of the Company's securities on a national securities exchange (collectively, an "**IPO**"), (2) the written election of the holders of at least a majority of the outstanding Shares, or (3) the closing of a Qualified Sale (as defined below). Upon conversion, the number of shares of Class A Common Stock issued will equal the quotient of (x) the applicable Liquidation Preference of such Share being converted plus any accrued but unpaid dividends payable on such Share divided by (y) as follows: (i) with respect to a conversion pursuant to clause (b)(1) (IPO), the lowest of (A) the applicable Conversion Price as of the time of the conversion (B) 75% the price per share or deemed price per Share of Common Stock sold to the public in the IPO (calculated to the nearest one hundredth of a cent) and (C) the Valuation Cap (as defined below) (ii) with respect to a conversion pursuant to clause (a)(2) (Qualified Financing), the lowest of (A) the applicable Conversion Price as of the time of the conversion, (B) 75% of the price per share paid in cash by investors for one share of the securities offered in the Qualified financing (calculated to the nearest one-hundredth of a cent), and (C) the Valuation Cap, (iii) with respect to a conversion pursuant to clause (a)(3) (Qualified Sale), the lowest of (A) the applicable Conversion Price as of the time of the conversion (B) 75% of the Per Share Qualified Sale Consideration (as defined below) and (C) the per share price equal to $200,000,000 divided by the number of shares of Common Stock outstanding immediately prior to the IPO, Qualified Financing or Qualified Sale transaction, as the case may be, on a fully-diluted basis (including any shares of Common Stock that are issuable upon conversion and/or exercise of any other securities) (the "**Valuation Cap**"); and (iv) with respect to a conversion pursuant to (a)(1) or clauses (b)(2), the applicable Conversion Price as of the time of the conversion.

For purposes of the foregoing, the initial Liquidation Preference is $5,000 per Share, subject to adjustment as set forth in the Certificate of Designation, and the "**Conversion Price**" of a Share shall initially equal $20.00, subject to adjustment as set forth in the Certificate of Designation (the "**Adjusted Conversion Price**"); provided that, the Conversion Price for purposes of (i) converting Shares upon an IPO shall equal the lowest of (A) the Adjusted Conversion Price (B) 75% of the price per Share or deemed price per Share sold to the public in the IPO, and (C) the Valuation Cap (ii) converting Shares upon the consummation of a Qualified Financing shall be the lowest of (A) the Adjusted Conversion Price (B) 75% of the price per share of securities sold by Parler in the Qualified Financing and (C) the Valuation Cap and (iii) converting Shares upon the consummation of a Qualified Sale shall be the lowest of (A) the Adjusted Conversion Price, (B) 75% of the Per Share Qualified Sale Consideration and (C) the Valuation Cap. Additionally, a "**Qualified Financing**" generally means an equity financing by the Company after this Offering resulting in aggregate gross proceeds to the Company of at least $25,000,000; and a "**Qualified Sale**" generally means any Liquidity Event (as defined in the Certificate of Designation) in which we elect to require the mandatory conversion of the Shares; provided that such conversion will not be used to lower the amount of consideration such holder would have been entitled to receive in the Liquidity Event if a conversion of the Shares was not mandated by the Company in connection with such Liquidity Event. At issuance, the Shares constitute senior preferred equity and include customary restrictions on dividends to junior equity until accrued and unpaid dividends on the Shares are paid in full.

The Company's Chairman and Chief Executive Officer, Yasser Elgebaly, owns all outstanding shares of Class B Common Stock and therefore currently controls, and immediately following the completion of this Offering will continue to control, a majority of the combined voting power of our outstanding capital stock. As a result, Mr. Elgebaly will be able to control actions requiring stockholder approval, including the election of our board of directors, amendments to our Articles of Incorporation and bylaws, and the approval of any merger or sale of substantially all of our assets.

THESE SECURITIES ARE BEING OFFERED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY OTHER APPLICABLE SECURITIES LAWS, AND ARE OFFERED IN RELIANCE UPON THE EXEMPTIONS FROM

REGISTRATION PROVIDED BY SECTION 4(A)(2) OF THE 1933 ACT, RULE 506(C) OF REGULATION D PROMULGATED THEREUNDER, AND EXEMPTIONS UNDER APPLICABLE STATE LAWS. THESE SECURITIES HAVE NOT BEEN RECOMMENDED OR APPROVED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY, NOR HAVE SUCH AUTHORITIES PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SPECULATIVE, AND AN INVESTMENT IN THE SECURITIES OFFERED HEREBY INVOLVES A HIGH DEGREE OF RISK.

INVESTORS ARE ENCOURAGED TO CAREFULLY READ THE RISK FACTORS SET FORTH IN THIS PRIVATE PLACEMENT MEMORANDUM.

DIGITAL OFFERING

Digital Offering, LLC

The Date of this Private Placement Memorandum is November 4, 2025

CERTAIN OF THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM IS CONFIDENTIAL AND PROPRIETARY INFORMATION AND IS BEING SUBMITTED TO PROSPECTIVE INVESTORS SOLELY FOR SUCH INVESTORS' CONFIDENTIAL USE WITH THE EXPRESS UNDERSTANDING THAT, WITHOUT PARLER TECHNOLOGIES, INC.'S (THE "COMPANY," "PARLER," "WE," "US" OR "OUR") PRIOR EXPRESS WRITTEN PERMISSION, SUCH PERSONS WILL NOT RELEASE THIS DOCUMENT OR DISCUSS THE INFORMATION CONTAINED HEREIN OR MAKE REPRODUCTIONS OF OR USE THIS PRIVATE PLACEMENT MEMORANDUM FOR ANY PURPOSE OTHER THAN EVALUATING A POTENTIAL INVESTMENT IN THE SHARES.

THIS PRIVATE PLACEMENT MEMORANDUM CONTAINS FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF SECTION 27A OF THE SECURITIES ACT OF 1933, AS AMENDED, AND SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. THIS INFORMATION MAY INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE THE COMPANY'S ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO BE MATERIALLY DIFFERENT FROM THE FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY ANY FORWARD LOOKING STATEMENTS. THERE CAN BE NO ASSURANCE THAT THE COMPANY WILL BE ABLE TO SUCCESSFULLY IMPLEMENT ANY OF ITS PLANS OR THAT ASSUMPTIONS OR EXPECTATIONS REGARDING THE COMPANY'S FUTURE PLANS AND PERFORMANCE WILL NOT BE MATERIALLY DIFFERENT FROM THE COMPANY'S CURRENT PERFORMANCE OR PRESENT EXPECTATIONS.

THE SECURITIES OFFERED HEREBY ARE HIGHLY SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK AND SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT AFFORD THE LOSS OF HIS OR HER ENTIRE INVESTMENT. SEE "RISK FACTORS" AND "TERMS OF THE OFFERING" SECTIONS OF THIS PRIVATE PLACEMENT MEMORANDUM FOR ADDITIONAL INFORMATION.

THIS OFFERING IS SUBJECT TO PARLER TECHNOLOGIES, INC.'S WITHDRAWAL, CANCELLATION OR MODIFICATION WITHOUT NOTICE. PARLER TECHNOLOGIES, INC. RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT ANY PROPOSED INVESTMENT IN THE COMPANY AND/OR ITS SHARES IN WHOLE OR IN PART FOR ANY REASON, OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF SHARES PROPOSED TO BE PURCHASED BY SUCH PROSPECTIVE INVESTOR, OR TO WAIVE CONDITIONS TO THE PURCHASE OF SHARES BY ANY PROSPECTIVE INVESTOR.

IN MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE PURPOSE OF THIS PRIVATE PLACEMENT MEMORANDUM IS SOLELY TO AID IN SUCH EXAMINATION AND NOT TO SERVE AS A BASIS FOR AN INVESTMENT DECISION.

EACH PROSPECTIVE INVESTOR MAY, IF HE OR SHE SO DESIRES, SUBMIT INQUIRIES TO PARLER TECHNOLOGIES, INC. WITH RESPECT TO ANY MATTERS RELATING TO THE PROPOSED INVESTMENT IN THE SHARES OFFERED IN THIS OFFERING. SUBJECT TO THE APPROVAL OF PARLER TECHNOLOGIES, INC. AND THE EXECUTION AND DELIVERY BY SUCH PROSPECTIVE INVESTOR OF A CONFIDENTIALITY AGREEMENT IN A FORM TO BE PROVIDED BY PARLER TECHNOLOGIES, INC., THE PROSPECTIVE INVESTOR MAY OBTAIN THE REQUESTED INFORMATION FROM PARLER TECHNOLOGIES, INC. IN ORDER TO VERIFY THE ACCURACY OF THE INFORMATION

CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM (IN EACH CASE, TO THE EXTENT THAT PARLER TECHNOLOGIES, INC. POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE). THE PROSPECTIVE INVESTOR SHALL IMMEDIATELY RETURN TO PARLER TECHNOLOGIES, INC. (OR DESTROY AND PROVIDE PROOF AS REQUIRED BY PARLER TECHNOLOGIES, INC.) ANY INFORMATION PROVIDED BY THE COMPANY IF THE PROSPECTIVE INVESTOR DOES NOT PURCHASE THE SHARES OFFERED HEREUNDER. ANY SUCH INQUIRIES OR REQUESTS FOR ADDITIONAL INFORMATION OR DOCUMENTS SHOULD BE MADE IN WRITING TO PARLER TECHNOLOGIES, INC.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS ON BEHALF OF THE COMPANY OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS, AND ANY SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THE ONLY INFORMATION PROVIDED BY PARLER TECHNOLOGIES, INC. ON BEHALF OF THE COMPANY RELATED TO THE OFFERING IS SET FORTH IN THIS PRIVATE PLACEMENT MEMORANDUM.

THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITY OTHER THAN THE SHARES OFFERED HEREBY, NOR DOES IT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY SHARES BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED, OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO.

NEITHER THE DELIVERY OF THIS PRIVATE PLACEMENT MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL IMPLY THAT THERE HAS BEEN NO CHANGE IN THE COMPANY'S AFFAIRS SINCE THE DATE HEREOF, OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS PRIVATE PLACEMENT MEMORANDUM.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS PRIVATE PLACEMENT MEMORANDUM AS LEGAL, INVESTMENT, OR TAX ADVICE. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR ADVISORS AS TO LEGAL, INVESTMENT, TAX AND RELATED MATTERS CONCERNING AN INVESTMENT BY SUCH PROSPECTIVE INVESTORS IN PARLER TECHNOLOGIES, INC. NO LEGAL, ACCOUNTING OR BUSINESS ADVISORS RETAINED BY THE COMPANY FOR THE PREPARATION OF THIS PRIVATE PLACEMENT MEMORANDUM SHALL BE LIABLE TO ANY INVESTOR FOR MALPRACTICE OR OTHERWISE, EXCEPT IN THE EVENT OF ACTIONABLE AND INTENTIONAL FRAUD. FURTHERMORE, OUR SUBSIDIARIES, AFFILIATES, TRUSTEES, BENEFICIARIES, OFFICERS, EMPLOYEES OR DIRECTORS WILL NOT BE LIABLE TO INVESTORS FOR ANY REASON EXCEPT IN THE EVENT OF SUCH PERSON'S MATERIAL: (1) MISREPRESENTATION; (2) INTENTIONAL OMISSIONS; OR (3) INTENTIONAL FRAUD.

THIS OFFERING MAY BE CONDUCTED PURSUANT TO GENERAL SOLICITATION AND ADVERTISING.

THIS PRIVATE PLACEMENT MEMORANDUM CONTAINS ESTIMATES AND OTHER STATISTICAL DATA MADE BY INDEPENDENT PARTIES RELATING TO, AMONG OTHER THINGS, THE MARKET SIZE AND OTHER DATA ABOUT THE INDUSTRY IN WHICH THE COMPANY OPERATES. SUCH DATA MAY HAVE BEEN OBTAINED FROM PUBLICATIONS,

SURVEYS AND STUDIES CONDUCTED BY THIS PARTIES. THIS DATA MAY INVOLVE A NUMBER OF ASSUMPTIONS AND LIMITATIONS AND MAY CONTAIN PROJECTIONS AND ESTIMATES OF FUTURE PERFORMANCE OF THE INDUSTRY IN WHICH THE COMPANY OPERATIONS THAT ARE SUBJECT TO A HIGH DEGREE OF UNCERTAINTY, INCLUDING THOSE DISCUSSED IN "RISK FACTORS." YOU SHOULD NOT GIVE UNDUE WEIGHT TO SUCH PROJECTIONS, ASSUMPTIONS AND ESTIMATES. WHILE PARLER TECHNOLOGIES, INC. BELIEVES THE STATEMENTS CONTAINED HEREIN ARE BASED ON INFORMATION PARLER TECHNOLOGIES, INC. BELIEVES TO BE RELIABLE IT HAS NOT INDEPENDENTLY VERIFIED SUCH DATA, AND PARLER TECHNOLOGIES, INC. DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. FURTHERMORE, NO ASSURANCE CAN BE MADE THAT CIRCUMSTANCES HAVE NOT CHANGED SINCE THE DATE SUCH INFORMATION WAS SUPPLIED.

THIS PRIVATE PLACEMENT MEMORANDUM CONTAINS SUMMARIES OF CERTAIN PROVISIONS OF DOCUMENTS RELATING TO THE COMPANY AND THE PURCHASE OF THE SHARES, AS WELL AS SUMMARIES OF VARIOUS PROVISIONS OF RELEVANT STATUTES AND REGULATIONS. SUCH SUMMARIES DO NOT PURPORT TO BE COMPLETE AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE TEXTS OF THE ORIGINAL DOCUMENTS, STATUTES AND REGULATIONS, WHICH ARE INCLUDED HEREWITH OR AVAILABLE UPON REQUEST.

THE SHARES OFFERED IN THIS OFFERING ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Parler Technologies, Inc.

EXECUTIVE SUMMARY

*The following summary highlights selected information contained elsewhere in this private placement memorandum (this "**Private Placement Memorandum**" or this "**Memorandum**") and is qualified in its entirety by the more detailed information and financial statements included elsewhere in this Private Placement Memorandum. It does not contain all the information that may be important to you and your investment decision. You should carefully read this entire Memorandum, including the matters set forth under "Risk Factors," and our audited financial statements and related notes included elsewhere in this Private Placement Memorandum. In this Private Placement Memorandum, unless the context otherwise requires, the terms "Parler," "Company," "our company," "we," "us," and "our" refer, prior to the LLC Conversion (discussed below), to Parler Cloud Technologies, LLC, and, after the LLC Conversion, to Parler Technologies, Inc. and its wholly owned subsidiaries, Sanapptx, LLC and PCSH Group LLC.*

Business of the Company

Parler Technologies, Inc. is building a sovereign, full-stack technology ecosystem that reduces reliance on Big Tech and enables creators, merchants, and users to participate directly in the economics of digital media and commerce. Headquartered in Plano, Texas, Parler operates an integrated platform spanning social media, video streaming, commerce enablement, payments, cloud computing, content delivery, and blockchain. The Company owns key infrastructure and vertically integrates applications to promote performance, security, resiliency, and operational continuity.

Parler's core thesis is that true independence and superior economics require control of the full technology stack. The Company owns and operates two foundational infrastructure assets—Triton Cloud Services (private cloud compute and storage) and Edgecast CDN (global content delivery)—and integrates them with proprietary application-layer platforms, including Parler (social media), PlayTV (video and live commerce), and Cartix (merchant services and commerce), Kyvo (fiat–crypto wallet and payments) - with the Optio Blockchain (Layer-1 protocol enabling tokenized rewards and applications) functioning as an integrated protocol layer across the stack. This architecture underpins a creator- and merchant-first model, offering higher payout ratios, integrated commerce, and tokenized user rewards across experiences.

Platform and Technology Overview

Parler's ecosystem is organized from infrastructure through applications to achieve resilience, cost efficiency, and monetization alignment. Triton Cloud (private cloud compute and storage) and Edgecast CDN (global content delivery and security) provide owned capacity for performance-sensitive workloads and reduce dependency on third-party providers. Kyvo powers payments across fiat and crypto rails and is available as a white-label solution for enterprises. Optio, a Layer-1 blockchain using a Proof-of-Impact model, supports tokenized rewards and applications across Parler's platforms. The application layer includes: Parler (social, emphasizing expression and tokenized engagement); PlayTV (streaming with embedded live shopping and higher creator payouts); Cartix (merchant onboarding, storefront tools, integrated payments, and access to Parler audiences); and Pulse (white-label communities for enterprises, brands, and creator networks). This full-stack model is designed to reduce costs relative to public cloud and third-party distribution while enabling closed-loop monetization spanning media, commerce, and payments.

Market Opportunity and Differentiation

Parler participates across several large and growing markets, including the creator economy, digital payments, cloud/CDN, and blockchain. By operating at the intersection of these sectors, Parler seeks to capture value across multiple verticals and diversify revenue sources across advertising, subscriptions, tipping, paywalled content, merchant services, and infrastructure. The Company's principal differentiator is end-to-end control of infrastructure, platform, and monetization. Where many competitors rely on external cloud, app store, CDN, and payments providers—creating points of failure or control—Parler's ownership of Triton Cloud and Edgecast CDN is intended to reduce dependency risk, improve economics, and enhance service continuity. At the application layer, integrated rewards and commerce are intended to provide creators with higher earnings potential and merchants with superior take rates, while offering users tokenized participation in the ecosystem.

Products, Services and Protocols

- **Parler (Social Media).** Social platform emphasizing expression and user participation; monetization includes advertising and commerce with tokenized rewards tied to engagement.
- **PlayTV (Streaming and Live Commerce).** Streaming platform supporting short-form and long-form content, livestreams, subscriptions, tipping, paywalls, and one-click shoppable video; designed to deliver higher creator payouts.
- **Pulse (White-Label Communities).** Multi-tenant platform enabling enterprises, universities, media, brands, and creator networks to operate sovereign communities with custom branding, moderation, analytics, and integrated monetization.
- **Cartix (Commerce Enablement).** Merchant onboarding, storefront tools, integrated payments, and access to Parler audiences across social and streaming; merchant adoption expected to scale via partnerships and aggregator networks.
- **Kyvo (Payments).** Wallet-first financial services layer supporting fiat and crypto rails for users and merchants, with a roadmap for expanded functionality.
- **Triton Cloud and Edgecast CDN (Infrastructure).** Proprietary compute, storage, and global content delivery designed to reduce third-party reliance and support performance-sensitive media and commerce workloads.
- **Optio Blockchain (Layer-1).** Parler's native blockchain protocol, operating independently and not owned or controlled by Parler, enables tokenized incentives and applications across the stack, including Proof-of-Impact reward ledgers on Parler, PlayTV, Kyvo, and Cartix.

Go-to-Market and Partnerships

Parler's growth strategy prioritizes creator recruitment, influencer partnerships, and brand collaborations to drive user acquisition, content generation, and commerce volume. The Company plans coordinated campaigns across traditional and digital media, with sponsorships around culturally significant events. Strategic partnerships include an integration with Amaze to enable embedded storefronts and shoppable content across PlayTV, Parler.com, and Pulse.

Cloud Payments Joint Venture

Cloud Payments, LLC ("**Cloud Payments**") and Parler have entered into a joint venture agreement to form a 60/40 joint venture (the "**JV**") to integrate Cloud Payments' patented digital wallet technology into the Parler ecosystem. The JV will combine Cloud Payments' fintech infrastructure and IP with Parler's front-end and distribution to enable secure fiat and digital asset transactions and decentralized rewards via the Optio Blockchain (which operates independently and is not owned or controlled by Parler). The JV will be governed by a mutually appointed board of directors which will oversee operational, regulatory, and compliance matters, and net transactional fee profits will be allocated 80% to Parler and 20% to Cloud payments.

Recent Developments

Acquisition of Jedari Technology Inc.

On October 27, 2025, we acquired the business of Jedari Technology Inc. ("Jedari") in an asset purchase, acquiring all operating assets and assuming no pre-existing liabilities other than those expressly agreed. We intend to integrate Jedari into the Parler ecosystem; Jedari's founder, Greg Anderson, has been appointed our Chief Revenue Officer. As consideration, we issued 50,000 shares of our Class A Common Stock, transferred 250 Optio blockchain nodes, and will issue 500 shares of our Series A Preferred Stock to Mr. Anderson. This acquisition enhances our platform and brings approximately 500,000 music-industry subscribers to our ecosystem. See "Business — Strategic Partnerships, Joint Ventures and Acquisitions — Acquisition of the Jedari Technology Inc. Business" for additional details.

Strategic Partnership with Amaze

In August 2025, we entered into a strategic partnership with Amaze Holdings, Inc. ("Amaze") under which Amaze's e-commerce engine will be embedded across our ecosystem, including within PlayTV, Parler.com, and future Parler applications, enabling creators and brands to sell directly within our social and streaming environments. In connection with this partnership, we have agreed to purchase 1,000,000 shares of Amaze common stock together with warrants to purchase an additional 1,000,000 shares for aggregate consideration of $4 million. We will pay for these securities by issuing to Amaze 400 shares of our Series A Preferred Stock at $5,000 per share (representing $2 million of the purchase price) and by paying the remaining $2 million in cash; provided, however, Amaze may elect to receive an additional 400 shares of our Series A Preferred Stock in lieu of this $2 million cash payment. See "Business — Strategic Partnerships, Joint Ventures and Acquisitions — Strategic Partnership with Amaze" for additional details.

Corporate History and Structure

Parler originated in 2018 as a social platform and underwent operational disruption following app store removals and hosting termination in January 2021. After infrastructure rebuilds and moderation enhancements, a strategic reset followed an acquisition by Starboard LLC in April 2023. In January 2024, Parler's brand assets and platform technology were divested and subsequently acquired and integrated into the Company's vertically integrated stack. The enterprise began as Parler Cloud Technologies, LLC in 2024 and converted into Parler Technologies, Inc., a Nevada corporation, on September 23, 2025. As constituted today, Parler wholly owns two subsidiaries, Sanapptx, LLC which supports Parler's cloud solutions offerings and PCSH Group LLC which is inactive, and operates multiple divisions—Parler (social), PlayTV (streaming and live commerce), Cartix (commerce), Kyvo (payments), Triton Cloud Services (cloud), and

Edgecast CDN (content delivery)—with Optio Blockchain functioning as an integrated protocol layer across the stack.

Revenue Model and Financial Orientation

Parler expects to generate revenue across social, fintech, and cloud services. Each division operates with dedicated financial accountability, while the integrated model is intended to capture cross-platform margin benefits that support competitive pricing and higher revenue shares than standalone peers. Anticipated drivers include growth in monthly active users across Parler, PlayTV, and Pulse; scaled merchant onboarding via Cartix partnerships; and revenue expansion driven by advertising, subscriptions, tipping, paid content, payments, e-commerce, and infrastructure services. Infrastructure ownership is expected to reduce operating expenses over time, with reinvestment into platform enhancements and customer acquisition.

Operational Footprint, IP, and Compliance

Parler maintains corporate offices in Texas and Michigan, with leased offices and data center facilities across the United States supporting Triton and Edgecast. The Company holds a portfolio of registered trademarks for its principal brands and has filed patents covering consensus mechanisms, wallet architecture, distributed delivery, and tokenization. As of October 1, 2025, Parler had approximately 66 full-time employees and 42 contractors. The Company maintains compliance programs aligned with applicable regulatory frameworks, including Payment Card Industry Data Security Standard (PCI DSS), KYC/AML, GDPR, and CCPA/CPRA (all terms as defined below), and allocates resources to address evolving requirements in payments, cryptocurrency, and content moderation.

Strategic Outlook

Parler intends to scale user adoption through creator recruitment and monetization mechanics, expand merchant participation via Cartix and live shopping on PlayTV, broaden enterprise engagement with white-label solutions like Pulse and Kyvo, and extend Optio's tokenized applications to deepen ecosystem utility. Management's objective is to establish Parler as a full-stack alternative to Big Tech incumbents, with diversified revenue streams and infrastructure-backed resilience designed to endure through market cycles.

Recent Financings

2024 SAFE Offering

In 2024, our predecessor, Parler Cloud Technologies, LLC, completed a private offering of Simple Agreements for Future Equity (the "**2024 SAFEs**") to accredited investors under Rule 506 of Regulation D. A total of 10 investors purchased the 2024 SAFEs for an aggregate purchase amount of $2,400,000. Upon the closing of this Offering (or any other qualifying equity financing), the 2024 SAFEs will convert into our preferred equity at the lesser of a $1,000,000,000 valuation-cap price or a 20% discount to the cash price, which will be dilutive to other equity holders. See 'Risk Factors—Dilution from Prior Convertible Instruments' and 'Description of Securities—Series A Preferred; 2024 SAFEs and Conversion Mechanics.

2025 SAFE Offering

Prior to this Series A Preferred Stock Offering, the Company conducted a private offering of post-money SAFEs (the "**2025 SAFEs**"). The 2025 SAFEs offering terminated before the commencement of this Offering and is not being offered as of the date of this Memorandum. Upon the closing of this Offering (or any other qualifying equity financing), all issued 2025 SAFEs will convert into our Series A Preferred Stock at the lesser of a $750,000,000 post-money valuation-cap price or a 20% discount to the cash price paid by new-money investors, which will be dilutive to other equity holders. As of the date hereof, 48 investors have executed 2025 SAFEs for an aggregate amount of $1,844,500. See "Risk Factors—Dilution from Prior Convertible Instruments" and "Description of Securities—Series A Preferred; 2025 SAFEs and Conversion Mechanics."

Senior Bridge Financing.

On August 25, 2025, we entered into a senior secured term loan facility with an institutional lender (the "**Senior Lender**") in the principal amount of $1,200,000 pursuant to a Loan and Security Agreement (the "**Senior Loan**"). The Senior Loan bears interest and amortizes as set forth in the Senior Loan documentation and matures 365 days after the effective date. The Senior Loan includes (i) a $200,000 original issue discount payable at funding, (ii) a right, at the Senior Lender's option, to convert all or any portion of the outstanding loan into our equity securities at a 20% discount to the per-security price in this Offering, (iii) pro rata participation rights in our future financing transactions prior to an IPO in an amount equal to the loan principal, (iv) most-favored-nation protection with respect to more favorable terms granted in subsequent issuances, and (v) piggy-back and demand registration rights with respect to any conversion securities. The Senior Loan is secured by a first-priority lien on substantially all of our assets (including our intellectual property) pursuant to a Loan and Security Agreement and an Intellectual Property Security Agreement and is guaranteed by our subsidiaries pursuant to a Subsidiary Guaranty. If gross proceeds of this Offering equal or exceed $11,200,000, the Senior Lender may, in its sole discretion, require full repayment (principal, accrued interest and other amounts then due) within five business days after such threshold is met. The Senior Loan contains customary affirmative and negative covenants and events of default. The loan documents are governed by New York law.

Subordinated Bridge Financing.

On September 9, 2025, we entered into a subordinated secured term loan facility with an initial accredited individual investor (the "Subordinated Lender") in the principal amount of $1,200,000 pursuant to a Loan and Security Agreement and Subordinated Note (the "Subordinated Loan"), representing the first in a series of subordinated loans. The Subordinated Loan bears interest at 0.00% per annum through September 9, 2026 and thereafter at 18.0% per annum, and matures 365 days after the effective date, with a default rate of 18.0% per annum following an event of default. The Subordinated Loan includes (i) a $200,000 original issue discount payable at funding, (ii) a right, at the lender's option, to convert all or any portion of the outstanding loan into our equity securities at a 20% discount to the per-security price in this Offering, (iii) pro rata participation rights in our future financing transactions prior to an IPO in an amount equal to the loan principal, (iv) most-favored-nation protection with respect to more favorable terms granted in subsequent issuances, and (v) piggy-back and demand registration rights with respect to any conversion securities, in each case subject to the subordination terms described below. The Subordinated Loan is secured by a subordinated lien on substantially all of our assets (including our intellectual property) pursuant to a Loan and Security Agreement and an Intellectual Property Security Agreement and is expressly subordinated in right of payment and lien priority to the Senior Loan pursuant to an Intercreditor Agreement and the subordination provisions in the subordinated loan documents. If the gross proceeds of this Offering equal or exceed $11,200,000, the lender may, in its sole discretion, require full repayment (principal, accrued interest and other amounts then due) within five business days after such threshold is met. The loan documents contain customary affirmative and negative covenants and events of default. The loan documents are governed by New York law.

Through November 3, 2025, 12 additional lenders entered into subordinated one-year unsecured original issue discount term loans an aggregate principal amount of $607,200, with a 20% original issue discount. Each of these loans is subordinated in right of payment and lien priority to the Senior Loan and to the Subordinated Loan and all are governed by New York law.

Future Capital Raises

Following the completion of this Offering, we intend to conduct a public offering of our Class A Common Stock, pursuant Regulation A of the 1933 Act[1]. Although there can be no assurance that a public offering will be consummated, investors should be advised that any additional issuances of capital stock by our Company after this Offering will cause our existing investors, including investors in this Offering, to experience dilution of their ownership percentage in our Company. The Shares (and shares of Class A Common Stock to be issued upon conversion of the Shares) issued in the Offering shall be restricted securities and may not be sold or otherwise transferred other than pursuant to an effective registration statement under the 1933 Act or pursuant to an exemption from registration under the 1933 Act, including pursuant to Rule 144 promulgated under the 1933 Act.

We intend to apply to list shares of our Class A Common Stock on a national securities exchange following our intended Regulation A offering; however, no assurance can be given that we will be successful in doing so, and if successful, the timing of such listing, and whether and the extent to which an active trading market for our Common Stock develops. Our securities are not currently listed on any national securities exchange or quoted on any other quotation system and the listing of our securities on a national securities exchange is not a condition to our proceeding with this Offering. Our Chairman and Chief Executive Officer, Yasser Elgebaly, currently controls and after this Offering will continue to control a majority of the outstanding voting power of our outstanding capital stock. As a result, following the public offering, if consummated, we may qualify as a "controlled company" under the rules of a national securities exchange, in which case we intend to avail ourselves of the corporate governance exemptions afforded to a "controlled company" under the applicable rules of such exchange.

[1] TESTING THE WATERS: Parler Technologies, Inc., by referencing its intended future Regulation A offering, may be deemed to be "Testing the Waters" with respect to that offering under Regulation A of the 1933 Act. This Testing the Waters process allows companies to determine whether there may be interest in an eventual offering of its securities under Regulation A. The Company is not under any obligation to make an offering under Regulation A. No money or other consideration is being solicited with respect to a future Regulation A offering in connection with the information provided, and if sent in response, will not be accepted. No offer under Regulation A to buy the securities can be accepted and no part of the purchase price can be received until an offering statement on Form 1-A has been filed with the Securities and Exchange Commission and until the offering statement is qualified pursuant to Regulation A, and any such offer may be withdrawn or revoked, without obligation or commitment of any kind, at any time before notice of its acceptance is given by the Company after the qualification date. Any person's indication of interest involves no obligation or commitment of any kind. The information in a Regulation A offering statement will be more complete than the information the Company is providing now, and could differ materially. You will have to read the Regulation A offering circular and related documents once they are filed. No offer to sell securities under Regulation A or solicitation of an offer to buy any such securities is being or will be made in any state where such offer or sale is not permitted under the "blue sky" or securities laws thereof. No offering of securities under Regulation A will be made to individual investors in any state unless and until the Regulation A offering has been registered in that state or an exemption from registration exists therein.

Risk Factors

PLEASE SEE AND REVIEW CAREFULLY THE INFORMATION WITH RESPECT TO RISK FACTORS APPLICABLE TO THE COMPANY UNDER THE HEADING "*RISK FACTORS*" STARTING ON PAGE 49.

Corporate Information

The Parler app was originally brought to market in 2018 by John Matze and Jared Thomson, with early involvement and financial backing from Rebekah Mercer. The platform was conceived as a social network for free expression, intended to provide an alternative to mainstream social media companies that were perceived to restrict speech. Parler quickly gained traction, reaching millions of users and achieving the #1 spot in the Apple App Store in January 2021.

Following the events at the U.S. Capitol on January 6, 2021, the Parler app was removed from both the Apple and Google app stores and lost hosting services from Amazon Web Services. The Parler app was removed from Apple and Google app stores after the January 6th Capitol events, when both companies claimed the platform failed to moderate violent and extremist content. Soon after, Amazon Web Services cut off its hosting services for the Parler app, citing violations of its terms of service regarding violent threats. These claims were later proven false, as investigations showed Parler had reported violent content to certain law enforcement authorities ahead of January 6th, and the company that owned the Parler app at that time was ultimately vindicated. However, the removal from the app stores and the loss of hosting services effectively forced a temporary shutdown of the Parler platform. Parler eventually rebuilt infrastructure and instituted better moderation practices, but the disruption had a long-lasting impact that prevented Parler from recovering the steam it had gained in late 2020. In 2021 and 2022, new leadership sought to reposition the Company. In April 2023, Starboard, a digital media company, acquired Parler, taking the site offline for a strategic reset. In January 2024, Parler's brand assets and platform technology were divested and ultimately acquired by Parler, which incorporated the brand into its vertically integrated technology stack.

Our company originated as Parler Cloud Technologies, LLC, a Delaware limited liability company formed in 2024 to develop infrastructure, payments, and commerce technologies to support next-generation media platforms. On September 23, 2025, the Company converted into a Nevada corporation (such conversion into a corporation, the "**LLC Conversion**"), as part of its growth and capital markets strategy, and changed its name to Parler Technologies, Inc. Following completion of the LLC Conversion, the Company, now a Nevada corporation, is authorized to issue up to 350,000,000 shares of capital stock, consisting of: (i) 250,000,000 shares of Class A Common Stock (ii) 50,000,000 shares of Class B Common Stock, par value $0.0001 per share, the Class B Common Stock, and up to 50,000,000 shares of blank-check preferred stock, of which 30,000 shares are designated as series A preferred stock, par value $0.0001 per share, the Series A Preferred Stock, none of which are issued and outstanding as of the date of this Private Placement Memorandum. As part of the LLC Conversion, all of the Company's previously outstanding membership interests were automatically exchanged into 3,222,945 shares of our Class A Common Stock and 6,777,055 shares of our Class B Common Stock. As a result of the LLC Conversion, Yasser Elgebaly, who owns all of the outstanding shares of Class B Comon Stock, currently controls and immediately following the completion of this Offering, will continue to control a majority of the combined voting power of the Company's outstanding capital stock. As a result of Mr. Elgebaly's ownership, Mr. Elgebaly will be able to control any action requiring the general approval of the Company's stockholders, including the election of the Company's Board of Directors, the adoption of amendments to the Articles of Incorporation and bylaws and the approval of any merger or sale of substantially all of the Company's assets.

Parler's operating businesses were established through (i) the acquisition of identified assets, including the Parler intellectual property in January 2024, the Triton Cloud in May 2024 and the Edgecast CDN business (agreement signed September 2024; acquisition closed March 2025), and (ii) the internal development of proprietary platforms (Parler, PlayTV, Cartix and Kyvo,). The Company owns the acquired assets, holds the intellectual property developed in-house, and controls all material licenses required to operate these businesses.

In May 2024, we obtained the Triton Cloud assets by acquiring MNX's Triton managed services business. MNX acquired the Triton DataCenter technology suite from Samsung in April 2022. Samsung became the parent of Joyent in June 2016, paying approximately $170 million, and under Samsung's ownership Joyent continued to operate and enhance the Triton DataCenter and SmartOS platforms. Prior to that, Joyent raised more than $120 million in venture funding between 2010 and 2015 to support development of Triton, SmartOS, and the Manta object store. MNX, founded as a consulting firm focused on managed services and cybersecurity and later expanded into managed hosting, worked with a broad range of enterprise, government, and media organizations. With the May 2024 acquisition, Triton became part of Parler as a private, fully managed cloud service supporting Parler companies and partners.

In July 2024 Parler started working alongside the "Optio Community" in the development of an ecosystem that can support the Optio Blockchain, a Layer-1 blockchain that operates independently and is not owned or controlled by Parler and the utility of its native crypto token ($OPT) currently deployed on two exchanges with more than 12 billion $OPT tokens in circulation. The Optio Blockchain Community is focused on building a "user-first, decentralized ecosystem" where individuals can earn value for their online engagement. Using a "Proof-of-Impact" (PoI) protocol, users of platforms within the Optio ecosystem receive digital rewards for their activity, effectively monetizing their interactions and transactions. We have since built 'proof of impact' ledgers for the interactions on all of Parler's public facing applications (e.g., PlayTV, Kyvo Wallet, Parler, Cartix), creating lasting utility for the Optio token. Parler also provides paid managed hosting services for Optio Nodes on its Triton cloud infrastructure and, under its Master Intercompany Services Agreement with Optio Services, LLC, dated July 31, 2024, it handles all outsourced sales, marketing, and support services for the Optio community.

In mid-2024 it became clear to Parler that to maintain a truly decentralized business it needed to operate its own global CDN, as it was still reliant on public CDN providers at that time. In September 2024 Parler agreed to purchase the Edgecast CDN infrastructure, Security software, IP, and tech stack from Edgio, Inc. At the time of acquisition, the Edgecast business within Edgio consisted of more than 5,000 customers and 100 global points of presence and was responsible for powering some of the largest web properties and live video events on the internet. Within Parler, the Edgecast mission is to host our most critical applications, with performance, security, reliability, and without the risk of being shut down by unfriendly third-party providers. The Edgecast acquisition was finalized in March 2025.

Today, Parler is structured as an operating company with multiple operating divisions and one key integrated blockchain protocol:

- **Parler** – social media operations.
- **PlayTV**– video streaming and live commerce.
- **Cartix** – commerce enablement and merchant services.

- **Kyvo** – digital wallet and payments.
- **Triton Cloud Services –** cloud computing.
- **Edgecast CDN** – global content delivery network.
- **Key Integrated Technology Layer: Optio Blockchain** – the blockchain protocol and tokenization layer that underpins Parler's platforms; fully integrated into the ecosystem.

In addition, Parler's wholly owned subsidiary, Sanapptx, LLC provides managed IT services, cloud hosting and storage and cybersecurity services for B2B companies. It also provides infrastructure support for the Parler apps and internal technical support to the Company.

SUMMARY OF THE OFFERING

The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this Private Placement Memorandum, which we sometimes refer to as the "Memorandum." Prospective investors should carefully consider the information set forth under the heading "Risk Factors" starting on page 49.

The Company is offering to accredited investors up to 10,000 Shares of our Series A Convertible Preferred Stock. The Company may, at our sole option, offer an additional 10,000 Shares pursuant to its Overallotment Option. The subscription price per Share is $5,000 and the minimum purchase is one Share (for a minimum purchase price of $5,000). See "*Description of Securities.*" Where applicable, references to the Offering in this Memorandum shall include the Overallotment Option.

	Price to Investors	**Placement Agent Fees (1)**	**Proceeds to Company**
Per Share	$5,000	$375	$4,625
Total Offering	$50,000,000	$3,750,000	$46,250,000
With Overallotment Option (2)	$100,000,000	$7,500,000	$92,500,000

(1) The Company has engaged Digital Offering, LLC (the "**Placement Agent**") as its placement agent with respect to the Offering. The Placement Agent may engage one or more sub-agents or selected dealers to assist in its marketing efforts. This Offering is being conducted on a "best efforts" basis, and the Placement Agent is not purchasing the Shares and is not required to sell any specific number or dollar amount of Shares in this Offering. In consideration for the Services provided by the Placement Agent, the Placement Agent shall be entitled to receive (i) concurrently with each closing of the Offering (each, a "**Closing**"), a cash commission equal to 7.5% of the gross proceeds of the Offering. Additionally, the Placement Agent will be entitled to a warrant fee consisting of share purchase warrants (the "**Selling Agent's Warrants**") covering a number of securities equal to three percent (3.0%) of the total number of Shares sold in the Offering. The Selling Agent's Warrants will be exercisable at a price equal the offering price in connection with the Offering . The Selling Agent's Warrant will contain customary terms and conditions, including provisions for cashless exercise and customary piggyback registration rights. In addition, Parler has agreed to indemnify the Placement Agent against certain liabilities under the 1933 Act. See "*Terms of the Offering*" for information regarding the Placement Agent fees.

(2) The Company may exercise the Overallotment Option to sell an additional 10,000 Shares for a total of 20,000 Shares, if all Shares in the Offering are sold.

The Shares are being offered until a maximum of 10,000 Shares are sold (20,000 if the Overallotment Option is exercised in full), or until the Offering is terminated by the Company in its discretion. The purchase price paid by investors for Shares shall be initially deposited with Wilmington Trust, N.A., ("**Wilmington Trust**"), as the escrow agent for this Offering. If the Company elects to accept the purchase of Shares by any prospective investor, will instruct Wilmington Trust to transfer the purchase price deposited by such prospective investor in the escrow account to an account designated by the Company, and upon the deposit of the purchase price in our bank account, the Closing of the sale of the Shares to such prospective investor will be consummated and the Shares will be issued to such investor. For the sake of clarity, the Company may elect to partially accept an offer by a prospective investor and sell to such prospective investor some but not all of the Shares that such prospective investor requested to purchase. Following the initial Closing, Closings may take place at any time and from time to time at the Company's discretion.

If the Company elects to not consummate a Closing with respect to any proposed purchase by any prospective investor, it will, or will cause the Placement Agent to, notify the prospective investor of its decision, and following such notice, will instruct Wilmington Trust to refund the purchase price paid by such prospective investor to an account or accounts designated by such prospective investor in writing to Wilmington Trust. Upon refund of the purchase price to an investor, the Company will have no liability or obligation to such prospective investor in connection with this Offering or in connection with the decision to reject any proposed purchase of Shares. We may elect to terminate this Offering, at its sole and absolute discretion, at any time, with or without reason and without having to provide notice to any person.

The following is a summary of the contemplated principal terms with respect to the sale of the Company's Shares. This summary of terms is preliminary and does not constitute a legally binding obligation and the terms of the final documents, including the certificate of designation providing for the terms of the Shares, (the "**Certificate of Designation")**. This summary of terms is not intended to be, and is not deemed to be, or construed as, a commitment by the Company to accept an investment in the Shares or any other security. This summary of terms does not constitute an offer to sell the securities described in this Memorandum, which offer can only be made by means of a purchase agreement (in a form provided by the Company) related to the securities if and when such agreement is executed by an investor and the proposed investment is accepted by the Company and such agreement is counter-signed by the Company (in its sole discretion). The Company reserves the right not to accept any proposed investment by any person at any time for any reason or for no reason at all. The Company will have no liability whatsoever to any prospective investor in connection with the election to reject any proposed investment or its decision for any reason not to enter into any purchase agreement. You should not rely on this summary but instead read the definitive transaction documents related to this Offering.

Securities Offered:	Series A Convertible Preferred Stock (the "**Shares**")
Offering Amount:	10,000 Shares at a per Share price of $5,000, for an Offering Amount of $50,000,000. Pursuant to its Overallotment Option, the Company may choose in their sole discretion to increase the size of the Offering to a total of 20,000 Shares, for a Maximum Offering Amount of $100,000,000.
Anticipated Closing Date:	Closings will be held on a rolling basis and will continue until the Offering Amount has been raised, as applicable, or until the Company decides, in its sole discretion, to terminate the Offering. All funds will be deposited into a third-party escrow account with Wilmington Trust and will be held pending the Company's acceptance of subscriptions and the satisfaction of all other conditions applicable to each closing.

Maximum Amount (including the Overallotment Option):	$100,000,000
Price per Share:	$5,000
Minimum Investment:	One Share at $5,000 per Share.
Liquidation Preference:	$5,000 per Share, which we refer to as the Liquidation Preference. Upon the consummation of a Liquidity Event (as defined in the Certificate of Designation), each holder of Shares shall be entitled to be paid an amount equal to the greater of (i) the Liquidation Preference plus any accrued but unpaid dividends on the Shares held by such holder and (ii) the per Share amount of all cash, securities and other property to be distributed in respect of the shares of Class A Common Stock such holder would have been entitled to receive had it converted the Shares held by such holder immediately prior to the date fixed for the Liquidity Event.
Preferred Dividend:	The Shares will carry an annual dividend payment of 7.0% of the price per Share. The dividend on the Shares shall accrue annually, beginning from the date of the issuance of the Shares, and will accrue until the conversion of the Shares. Dividends will be payable (entirely or partially), from the date of investment, in cash when, as, and if declared by the Board of Directors. Notwithstanding the foregoing, in the event a Liquidity Event (as defined in the Certificate of Designation), conversion or sale occurs prior to the end of a year, the portion of dividends shall be paid with respect to such partial year. At the time of the issuance of the Shares, the Shares will be senior preferred equity of our Company and contain customary provisions restricting the payment of dividends on junior equity prior to the payment in full of the accrued and unpaid dividends on the Shares.
Additional Perks:	<u>Perks for Ad Spend</u> As an additional benefit to investors in the Preferred Round, qualifying purchasers will receive advertising credits within the Parler Ads Network based on the total value of their investment. These credits are designed to encourage active participation in the Parler ecosystem and to provide direct marketing support for investor-affiliated businesses. Advertising credits will be issued according to the following investment tiers:

Investment Amount	Ads Credit Percentage	Example Credit Value
Up to $250,000	10%	$25,000 credit on a $250,000 investment
$250,001 to $1,000,000	15%	$75,000 credit on a $500,000 investment
Over $1,000,000	20%	$200,000 credit on a $1,000,000 investment

Advertising credits may be applied toward campaigns within the Parler Ads Network, which enables brands and creators to connect through advanced targeting, analytics, and creator partnership tools.

Credits are available to investors who meet the minimum investment requirements and who use the Parler Ads Network to promote their companies' products or services once the ads network is live. Credits are non-transferable, hold no cash value outside of the Parler platform, and must be redeemed on or before January 1, 2028, after which any unused portion will expire. Credits can be redeemed by contacting ganderson@parler.com in advanced of activating any campaigns.

Optional Conversion:

Each Share (and any fractional Share) shall be convertible at the option of the holder thereof (1) at any time after the original issue date and (2) on the closing of a Qualified Financing. Upon conversion, the number of shares of Class A Common Stock issued will equal the quotient of (x) the applicable Liquidation Preference of such Share being converted plus any accrued but unpaid dividends payable on such Share divided by (y) as follows: (i) with respect to a conversion pursuant to (1), the applicable Adjusted Conversion Price as of the time of the conversion; and (ii) with respect to a conversion pursuant to clause (2) (Qualified Financing), the lowest of (A) the applicable Adjusted Conversion Price as of the time of the conversion, (B) 75% of the price per one share of the securities sold in the Qualified Financing (calculated to the nearest one-hundredth of a cent) and (C) the Valuation Cap Share Price.

"**Valuation Cap Share Price**" shall mean the per share price equal to $200,000,000 divided by the number of shares of Common Stock outstanding immediately prior to the (i) closing of the IPO, (ii) Qualified Financing (iii) Qualified Sale, as the case may be, on a fully-diluted basis (including any shares of Common Stock that are issuable upon conversion and/or exercise of any other securities).

Mandatory Conversion:

To the extent not previously converted, the Shares will automatically convert into shares of Class A Common Stock upon (1) the closing of an IPO, (2) the written election of the holders of at least a majority of the outstanding Shares, or (3) the closing of a Qualified Sale. Upon conversion, the number of shares of Class A Common Stock issued will equal the quotient of (x) the applicable Liquidation Preference of such Share being converted plus any accrued but unpaid dividends payable on such Share divided by (y) as follows: (i) with respect to a conversion pursuant to clause (1) (IPO), the lowest of (A) the applicable Conversion Price as of the time of the conversion and (B) 75% the price per Share sold to the public in the IPO (calculated to the nearest one hundredth of a cent) and (C) the Valuation Cap Share Price; (ii) with respect to a conversion pursuant to clause (2) (Qualified Sale), the lowest of (A) the applicable Conversion Price as of the time of the conversion, and (B) 75% of the aggregate consideration payable per Share upon the Qualified Sale (including cash, the fair market value of any non-cash consideration as determined in faith by the Board of Directors, and any amounts set aside in escrow or subject to earn-out, as reasonable determined in good faith by the Board of Directors, the "**Per Share Qualified Sale Consideration**") (calculated to the nearest one-hundredth of a cent),and (C) the Valuation Cap Share Price and (iii) with respect to a conversion pursuant to (2) (majority election), the applicable Conversion Price as of the time of the conversion.

The "**Conversion Price**" of a Share shall initially equal $20.00, subject to adjustment as set forth in the Certificate of Designation (the "**Adjusted Conversion Price**"); provided that, the Conversion Price for purposes of (i) converting Shares upon an IPO shall equal the lowest of (A) the Adjusted Conversion Price, (B) 75% of the price per Share or deemed price per Share sold to the public in the IPO, and (C) the Valuation Cap Share Price, (ii) converting Shares upon the consummation of a Qualified Financing shall be the lowest of (A) the Adjusted Conversion Price, (B) 75% of the price per one share of the securities sold in the Qualified Financing, and (C) the Valuation Cap Share Price and (iii) converting Shares upon the consummation of a Qualified Sale shall be the lowest of (A) the Adjusted Conversion Price, (B) 75% of the Per Share Qualified Sale Consideration and (C) the Valuation Cap Share Price.

"**Qualified Financing**" means a round of equity financing consummated by the Company after the Offering in which the Company receives aggregate gross proceeds equal to $25,000,000 or more.

	"**IPO**" shall mean (i) the initial public offering of capital stock of the Corporation or any successor thereof, including without limitation, a public offering of securities pursuant to Regulation A promulgated under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, the filing with the Securities and Exchange Commission of a registration statement on a Form 8-A, (ii) a public offering of securities pursuant to the filing of a Form S-1, or (iii) a direct listing of the Company's securities on a national securities exchange. "**Qualified Sale**" means any Liquidity Event (as defined in the Certificate of Designation) in which we elect to require the mandatory conversion of the Shares; provided that such conversion will not be used to lower the amount of consideration such holder would have been entitled to receive in the Liquidity Event if a conversion of the Shares was not mandated by the Company in connection with such Liquidity Event.
Voting Rights:	The Shares shall have no voting rights, except as required under applicable law.
Registration Rights:	The Shares and Class A Common Stock to be issued upon conversion of the Shares shall be restricted securities and may not be sold or otherwise transferred other than pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from registration under the Securities Act, including pursuant to Rule 144 promulgated under the Securities Act. Notwithstanding the foregoing, the Company shall provide holders of the Class A Common Stock to be issued upon conversion of the Shares piggyback registration rights with regard to future registrations of our securities pursuant to the Securities Act. The piggyback registration rights do not apply to an offering of securities on Form S-4 or Form S-8 or any successor forms or a registration statement relating to a firm commitment registered public offering of our securities. For more information, see the form of Registration Rights Agreement attached hereto as Exhibit C.
Investors:	The Shares will be sold only to accredited investors within the meaning of the Securities Act pursuant to the exemption from the registration requirements of the Securities Act provided by Rule 506(c) of Regulation D promulgated under the Securities Act. Investors who wish to purchase Shares will be required to provide verification of their accredited investor status.
Anti-Dilution Provision:	The original Conversion Price of the Shares (other than the conversion prices referenced in the provision of the Conversion Price definition) will be subject to adjustment for

any forward or reverse share split, share dividend or recapitalization affecting the Shares or the Class A Common Stock. Additionally, until the completion of an IPO, the Conversion Price (other than the conversion prices referenced in the provision of the Conversion Price definition) will be subject to a weighted average adjustment in the event that the Company issues additional equity securities at a purchase price less than the then current Conversion Price for the Shares, except that no adjustment will be made for certain exempt issuances such as equity securities issued as dividends or distributions in respect of the Shares or any other series of the preferred shares; equity securities issued by reason of a dividend, share split, subdivision or other distribution of Common Stock of the Company; the Common Stock or options issued to employees or directors of, or consultants or advisors to, the Company or its subsidiaries pursuant to a plan, agreement or arrangement approved by the Company; the Common Stock or convertible securities issued upon the exercise of options or Common Stock issued upon the conversion or exchange of the Company's convertible securities; Common Stock of the Company, options or convertible securities issued in connection with a debt financing transaction, or to lessors; Common Stock of the Company, options or convertible securities issued to suppliers or third party service providers in connection with the provision of goods or services; Common Stock of the Company, options or convertible securities issued pursuant to the acquisition of another corporation by merger, purchase of Shares or assets, or other reorganization; other issuances that in aggregate do not exceed 20% of the outstanding capital stock of the Company; or in any transaction in which the holders of a majority of the outstanding Shares waive their anti-dilution rights, all as further described in the Certificate of Designation.

Drag Along: In connection with the Offering, each investor will execute and be bound by the Series A Preferred Stock Purchase Agreement (the "**Purchase Agreement**"), a copy of which is attached hereto as Exhibit B. The Purchase Agreement includes drag-along provisions that obligate the investors, if the holders of a majority of the voting securities approve a Qualified Sale of the Company, to vote in favor of and participate pro rata in such transaction, to sell their Shares (including any Common Stock issued upon conversion) on the same terms and conditions accepted by those holders, and to waive any appraisal or dissenters' rights. The investors will not have pre-emptive, management, or consent rights with respect to the Company. See page 32 for additional information regarding the Drag Along rights.

Forward Stock Split	In connection with Parler's intention to engage in a public offering of its Common Stock in 2026, Parler intends to effectuate a forward stock split. The forward stock split of all of the outstanding shares of Parler, which is anticipated to be effected immediately prior to the consummation of Parler's contemplated public offering, shall be at a ratio (the "**Forward Stock Split Ratio**") to be determined by the Board of the Company at the time of such proposed public offering (the "**Forward Stock Split**"). As a result of the Forward Stock Split, Parler's outstanding securities shall be proportionally increased based upon the Forward Stock Split Ratio and the exercise or conversion price of such securities will be proportionally decreased based upon the Forward Stock Split Ratio. The Company does not intend to issue any fractional shares as a result of the Forward Stock Split. Rather, any fractional shares resulting from the Forward Stock Split will, at Parler's sole discretion, be paid out in cash or rounded down to the nearest whole share. This Memorandum does not reflect any adjustments that may be made as a result of any proposed Forward Stock Split.
Capitalization; Outstanding SAFEs; Outstanding Indebtedness	As of the date of this Memorandum, the 2024 SAFEs remain outstanding and will automatically convert at this Offering's initial closing into Shares, with price-based terms reflecting the SAFE conversion price (valuation cap of $1,000,000,000 or 80% of the cash price). See '*Description of Securities—Series A Preferred; The 2024 and 2025 SAFEs - Conversion Mechanics*' for conversion terms and '*Risk Factors—Risks Related to Dilution from Prior Convertible Instruments*' for related risks. The 2025 SAFEs were issued in a prior private placement that terminated before the commencement of this Offering. As of the date of this Memorandum, the 2025 SAFEs will automatically convert at this Offering's initial closing into Shares, with price-based terms reflecting the SAFE conversion price (valuation cap of $750,000,000 or 80% of the cash price). See '*Description of Securities—Series A Preferred*; The 2024 and 2025 SAFEs - Conversion Mechanics' for conversion terms and '*Risk Factors—Risks Related to Dilution from Prior Convertible Instruments*' for related risks. As of October 31, 2025, the Company's indebtedness consisted of (i) $1,200,000 principal amount outstanding under the Senior Loan (together with a $200,000 original issue discount that does not reduce principal), secured by a first-priority lien on substantially all assets and guaranteed by our subsidiaries, and (ii) $1,200,000 principal amount outstanding under the Subordinated Loan (together with a $200,000 original issue discount that does not reduce principal), secured by a subordinated lien on substantially all

assets and expressly subordinated in right of payment and lien priority to the Senior Loan pursuant to an Intercreditor Agreement. Each loan is convertible, at the holder's option, into our equity securities at a 20% discount to the per-security price in this Offering, which, if exercised, would result in the issuance of additional equity securities and dilution to investors in this offering. See "*Description of Certain Indebtedness*" and "*Risk Factors—Risks Related to Our Indebtedness and this Offering*."

Dual Class Structure:	The Company's authorized Common Stock is comprised of Class A Common Stock, \$0.0001 par value per share, (the "**Class A Common Stock**") and Class B Common Stock, \$0.0001 par value per share, (the "**Class B Common Stock**")., Each share of Class A Common Stock is entitled to one vote per share, while each share of Class B Common Stock is entitled to 100 votes per share. Both classes of the Company's Common Stock are entitled to a pro-rata share of dividends made to common stockholders. For more information, see the "*Articles of Incorporation*" attached hereto as Exhibit D.
Use of Proceeds:	The Company estimates the net proceeds from the issuance and sale of the Shares will be approximately \$46,250,000 (or \$92,500,000 if the Overallotment Option is exercised in full) after deducting estimated Placement Agent fees but excluding estimated Offering expenses payable by the Company. Notwithstanding the foregoing, the Shares are being offered on a "best efforts" basis and are not required to sell any specific number or dollar amount of Shares in this Offering. As such, the Company may sell less than the maximum number of Shares offered hereby, and we may receive net proceeds of less than \$46,250,000. The Company intends to use such net proceeds for general and corporate expenses. The Company expects to evaluate the acquisition of, investment in, or license of complementary products, technologies, or businesses in its ordinary course of business and may use a portion of the net proceeds from this Offering in these activities. The Company does not currently have any agreements, arrangements, or commitments with respect to any potential acquisition, investment or license. The Company intends to invest the net proceeds in short-term, investment-grade, interest-bearing instruments, and government securities. See "*Use of Proceeds*" for a more complete description of the intended use of proceeds from this Offering.
Risk Factors:	See the information set forth under the heading "Risk Factors" starting on page 49.
Placement Agent Fee	We have entered into an engagement letter (the "**Engagement Agreement**") with Digital Offering LLC dated as of June 17,

	2025, as amended on October 21, 2025, with regard to Offering of the Shares. In consideration for the Services (as defined in the Engagement Agreement) provided by the Placement Agent, the Placement Agent is entitled to receive concurrently with each losing of the Offering, a cash placement fee (the "**Placement Fee**") equal to 7.5% of the gross proceeds of the Offering. In addition, Parler has agreed to indemnify the Placement Agent against certain liabilities under the 1933 Act. See "*Terms of the Offering*" for information regarding the Placement Agent fees.
Placement Agent Warrant	On the date of each Closing of the Offering, the Company will issue to the Placement Agent, a five-year agent warrant (the "**Agent Warrant**") for the purchase of a number of shares of Common Stock that is equal to the quotient of three percent (3%) of the of the dollar amount of Shares sold at such Closing divided by the price per Share paid by investors for Shares sold at such closing. The Agent Warrant will have an exercise price equal to the offering price of the Shares sold to investors in the Offering.

BUSINESS

Overview of the Business

Parler Technologies, Inc., which we also refer to as "Parler" or the "Company," is America's sovereign tech stack, a full Big Tech replacement ecosystem, built so that free expression can never again be silenced, throttled, or deplatformed. Headquartered in Plano, Texas, Parler has developed a vertically integrated ecosystem that unites social media, video streaming, commerce, fintech, payments, cloud infrastructure, content delivery, and blockchain. Unlike legacy platforms that treat users as the product and monetize them through surveillance-driven advertising, Parler is designed so that creators, merchants, and users are the beneficiaries of the Parler platform, capturing the majority of the value that they create.

Our mission is to build a sovereign digital economy that places control back in the hands of the people who power it. By owning every layer of our infrastructure, from cloud and content delivery network, or CDN, to content delivery, payments, and blockchain, Parler has eliminated the choke points that Big Tech (e.g., Amazon, Apple, Alphabet (Google, YouTube), Meta (Facebook, Instagram), Microsoft, X (formerly Twitter)) has historically exploited to censor or silence opposition. These friction points have included app store bans, hosting suspensions, content throttling, and payment blocks, all of which have been used to cut off competition and restrict free expression. To us, the term "rails" refers to the critical technological infrastructure and networks that enable digital transactions, communication, content delivery, and platform functionality. Parler's rails encompass its proprietary cloud (Triton), content delivery network (Edgecast), and payment systems (Kyvo), all integrated with blockchain protocol (Optio operates independently and is not owned or controlled by Parler), and integrated social and commerce platforms. By owning the rails, Parler controls the underlying mechanisms that support platform operations, ensuring independence, security, and continuity.

When Parler owns the rails, no external entity can pull the plug. For years, Big Tech has controlled the rails of the digital economy. They have spied on users, tracked their every move, sold personal data, censored lawful speech, and used their dominance to decide who is allowed to speak, transact, and build an audience. This model has concentrated wealth and power in the hands of a few corporations while stripping individuals of ownership and control. Users and creators were never partners in this system; they were commodities to be harvested.

The existing alternatives to Big Tech have failed to offer a true solution – none of them has introduced meaningful innovations to the underlying platform technologies or created sustainable monetization models. Rumble and Truth Social deliver limited features, underdeveloped monetization options, and partnerships that generate short-term revenue but do not advance the underlying platform technology, despite having raised significant capital that should have fueled innovation. BlueSky launched with a no monetization model and remained dependent on third-party infrastructure, leaving it vulnerable to the same forces it claimed to oppose. Threads (a new Meta app) arrived with no meaningful innovation, existing mainly to bolster Meta's valuation. Even X has failed to deliver on its fintech and streaming ambitions. It has yet to launch XPay, its planned integrated payment system, or a viable alternative to YouTube, and it continues to rely on AWS (Amazon) for hosting, a dependence that keeps it tied to Big Tech. None of these platforms has achieved true global adoption because none of them built the full stack. Without owning the rails, they have remained captive to the incumbents they sought to disrupt.

Parler is built to correct these failures. We are not here to compete with "alternatives." We are here to challenge Big Tech directly with a sovereign, full stack ecosystem that cannot be censored or switched off. Parler controls every critical layer of its ecosystem, organized bottom-up as follows:

Infrastructure & Operations (Owned & Operated)

- **Triton Cloud Services** – sovereign cloud computing with full control over compute and storage.
- **Edgecast CDN** – global content delivery network, originally developed by Verizon, now fully owned and operated by Parler.
- **Kyvo Wallet** – hybrid fiat–crypto wallet enabling instant payments, merchant settlement, and token custody.
- **Parler** – social media platform that drives community engagement and creator participation.
- **PlayTV** – video streaming and live commerce platform, combining content consumption with shoppable experiences.
- **Cartix** – commerce enablement platform offering merchants superior economics and integrated access to Parler audiences.

This infrastructure utilizes the Optio Blockchain – Parler's native blockchain protocol, operating independently and not owned or controlled by Parler. The Optio Blockchain is a Layer-1 system providing tokenized rewards and on-chain applications fully integrated across Parler platforms.

To us, "full stack" refers to ownership and integration of all critical layers of the technology ecosystem, including infrastructure, platform, and applications that support social media, streaming, commerce, payments, cloud, content delivery, and blockchain. By operating a full-stack ecosystem, Parler eliminates dependencies on third parties, ensures platform resilience, and enables direct economic participation for all stakeholders.

Parler's ecosystem is also rebuilding the economics of the creator economy around creators and merchants first, and platforms second. Parler's Parler, PlayTV, and Cartix all use a revenue split designed to pass the majority of the spoils to those who create value for others: content creators on Parler and PlayTV keep 80% of all advertising, subscription, paid content, and tip revenue generated on the platform, leaving Parler with 20%. By comparison, YouTube keeps 45% of all revenue, Twitch takes 50%, Meta (Facebook and Instagram) takes approximately 45–50% of all ad and subscription revenue, and TikTok takes an estimated 50% or more through its Creator Fund, gift cuts, and similar structures. Patreon is one of the few more creator-friendly competitors but still takes an 8–12% plus payment processing fees cut from creators. This means that creators on Parler's platforms are able to keep up to 30% more of what they earn than on the competition. Vendors on Cartix, on the other hand, are able to keep 90% of every sale, as opposed to Amazon's 15–35% fee structure, Etsy's 6.5% transaction fee and listing fees, and TikTok Shop's 2–8% commissions and additional affiliate commissions.

The stakes are significant. Big Tech controls the most highly utilized technology today, and because the major existing platforms own the rails, they control speech, commerce, and culture. Parler was specifically created to take that power back. Parler is not "alternative tech." Parler, we strongly believe, will be the new mainstream. Sovereign, resilient, and designed to endure for decades, Parler represents not just a company, but a movement to realign the digital economy so that freedom, empowerment, and growth will belong to the people who create it.

Separately, Parler also provides managed IT services, cloud hosting and storage and cybersecurity services for B2B companies through its wholly owned subsidiary, Sanapptx, LLC. Sanapptx also provides infrastructure support for the Parler apps and internal technical support to the Company.

Corporate History and Capitalization

The Parler platform was originally launched in 2018 by John Matze and Jared Thomson, with early involvement and financial backing from Rebekah Mercer. The platform was conceived as a social network for free expression, intended to provide an alternative to mainstream social media companies that were perceived to restrict speech. Parler quickly gained traction, reaching millions of users and achieving the #1 spot in the Apple App Store in January 2021.

Following the events at the U.S. Capitol on January 6, 2021, Parler was removed from both the Apple and Google app stores and lost hosting services from Amazon Web Services. Parler was removed from Apple and Google app stores after the January 6th Capitol events, when both companies claimed the platform failed to moderate violent and extremist content. Soon after, Amazon Web Services (AWS) cut off its hosting services, citing violations of its terms of service regarding violent threats. These claims were later proven false, as investigations showed Parler had reported violent content to certain law enforcement authorities ahead of January 6th, and the company that owned the Parler app at that time was ultimately vindicated. However, the removal from the app stores and the loss of hosting services effectively forced a temporary shutdown of the Parler platform. Parler eventually rebuilt infrastructure and instituted better moderation practices, but the disruption had a long-lasting impact that prevented Parler from recovering the steam it had gained in late 2020. In 2021 and 2022, new leadership sought to reposition the Company. In April 2023, Starboard, LLC, a digital media company, acquired Parler, taking the site offline for a strategic reset. In January 2024, Parler's brand assets and platform technology were divested and acquired by Parler, which incorporated the brand into its vertically integrated technology stack.

Our company originated as Parler Cloud Technologies, LLC, a Delaware limited liability company formed in 2024 to develop infrastructure, payments, and commerce technologies to support next-generation media platforms. On September 23, 2025, the Company converted into a Nevada corporation, which we refer to as the LLC Conversion, as part of its growth and capital markets strategy, and changed its name to Parler Technologies, Inc. Following completion of the LLC Conversion, the Company, now a Nevada corporation, is authorized to issue up to 350,000,000 shares of capital stock, consisting of: (i) 250,000,000 shares of Class A Common Stock (ii) 50,000,000 shares of Class B Common Stock, and up to 50,000,000 shares of blank-check preferred stock, of which 30,000 shares are designated as Series A Preferred Stock, none of which are issued and outstanding as of the date of this Private Placement Memorandum. As part of the LLC Conversion, all of the Company's previously outstanding membership interests were automatically exchanged into 3,222,945 shares of our Class A Common Stock and 6,777,055 shares of the our Class B Common Stock. As a result of the LLC Conversion, Yasser Elgebaly, who owns all of the outstanding shares of Class B Comon Stock, currently controls and immediately following the completion of this Offering, will continue to control a majority of the combined voting power of the Company's outstanding capital stock. As a result of Mr. Elgebaly's ownership, Mr. Elgebaly will be able to control any action requiring the general approval of the Company's stockholders, including the election of the Company's Board of Directors, the adoption of amendments to the

Articles of Incorporation and bylaws and the approval of any merger or sale of substantially all of the Company's assets.

Parler's operating businesses were established through (i) the acquisition of identified assets, including the Parler intellectual property in January 2024, the Triton Cloud in May 2024 and the Edgecast CDN business (agreement signed September 2024; acquisition closed March 2025), and (ii) the internal development of proprietary platforms (Parler, PlayTV, Cartix, and Kyvo, ; the Company owns the acquired assets, holds the intellectual property developed in-house, and controls all material rights to operate these businesses. This infrastructure utilizes the Optio Blockchain – Parler's native blockchain protocol, operating independently and not owned or controlled by Parler.

In May 2024, we obtained the Triton Cloud assets by acquiring MNX's Triton managed services business. MNX acquired the Triton DataCenter technology suite from Samsung in April 2022. Samsung became the parent of Joyent in June 2016, paying approximately $170 million, and under Samsung's ownership Joyent continued to operate and enhance the Triton DataCenter and SmartOS platforms. Prior to that, Joyent raised more than $120 million in venture funding between 2010 and 2015 to support development of Triton, SmartOS, and the Manta object store. MNX, founded as a consulting firm focused on managed services and cybersecurity and later expanded into managed hosting, worked with a broad range of enterprise, government, and media organizations. With the May 2024 acquisition, Triton became part of Parler as a private, fully managed cloud service supporting Parler companies and partners.

In July 2024 Parler started working alongside the "Optio Community" in the development of an ecosystem that can support the Optio Blockchain, a Layer-1 blockchain, and the utility of its native crypto token ($OPT) currently deployed on two exchanges with more than 12 billion $OPT tokens in circulation. The Optio Blockchain Community is focused on building a "user-first, decentralized ecosystem" where individuals can earn value for their online engagement. Using a "Proof-of-Impact" (PoI) protocol, users of platforms within the Optio ecosystem receive digital rewards for their activity, effectively monetizing their interactions and transactions. We have since built 'proof of impact' ledgers for the interactions on all of Parler's public facing applications (e.g., PlayTV, Kyvo Wallet, Parler, Cartix), creating lasting utility for the Optio token. Parler also provides paid managed hosting services for Optio Nodes on its Triton cloud infrastructure and, under its Master Intercompany Services Agreement with Optio Services, LLC, dated July 31, 2024, it handles all outsourced sales, marketing, and support services for the Optio community.

In mid-2024 it became clear to Parler that to maintain a truly decentralized business it needed to operate its own global CDN, as it was still reliant on public CDN providers at that time. In September 2024, Parler agreed to purchase the Edgecast CDN infrastructure, Security software, IP, and tech stack from Edgio, Inc. At the time of acquisition, the Edgecast business within Edgio consisted of more than 5,000 customers and 100 global points of presence and was responsible for powering some of the largest web properties and live video events on the internet. Within Parler, the Edgecast mission is to host our most critical applications, with performance, security, reliability, and without the risk of being shut down by unfriendly third-party providers. The Edgecast acquisition was finalized in March 2025.

Today, Parler is structured as an operating company with multiple operating divisions and one key integrated blockchain protocol:

- **Parler** – social media operations.
- **PlayTV**– video streaming and live commerce.

- **Cartix** – commerce enablement and merchant services.
- **Kyvo –** digital wallet and payments.
- **Triton Cloud Services** – cloud computing.
- **Edgecast CDN** – global content delivery network.
- **Key Integrated Technology Layer: Optio Blockchain** – the blockchain protocol and tokenization layer that underpins Parler's platforms; fully integrated into the ecosystem.

Our Industry

Parler participates in several high-growth industries:

- **Creator Economy.** The global creator economy was valued at $127.65 billion in 2023 and is projected to grow to $528.4 billion by 2030. This expansion is driven by the migration of talent from traditional media to digital platforms, the growth of subscription and direct-to-fan models, and the increasing demand for authentic content.

- **Digital Payments.** Digital payments and fintech represent one of the largest secular growth opportunities globally. This market is expected to expand from $3.12 trillion in 2025 to more than $5.34 trillion by 2030. Within this segment, peer-to-peer payments, embedded commerce, and digital wallets are driving adoption.

- **Cloud and Content Delivery.** Cloud and CDN services, valued at $21.4 billion in 2023, are projected to surpass $130 billion by the early 2030s. Growth is fueled by the exponential increase in video streaming, online commerce, and real-time data processing.

- **Blockchain and Web3.** Global blockchain adoption continues to accelerate as enterprises and consumers seek tokenized assets, decentralized finance, and digital identity solutions. Parler utilizes the Optio blockchain (Parler's native blockchain protocol, operating independently and not owned or controlled by Parler) is designed to meet these needs while supporting reward mechanisms that create direct economic alignment between platforms and users.

- **Generative AI (GenAI).** Foundation models and domain-tuned smaller models are now core infrastructure for media platforms. Parler will deploy GenAI across Parler and Pulse (discussed below) to power creator tools (auto-captioning, clip generation, highlights, thumbnails), content safety triage, code generation, UGC quality ranking, personalized feeds, recommendations, and automated commerce enrichments (product detection, shoppable links, affiliate matching).

We believe that by operating at the intersection of these industries, Parler is positioned to capture value across multiple verticals simultaneously.

Our Products, Services and Protocols

Our ecosystem is comprised of seven integrated verticals:

- **Parler (Social Media).** Parler is our flagship social platform. It provides a censorship-resistant environment where users earn daily tokenized rewards for engagement. Parler monetizes through advertising and commerce integrations, while giving users and creators direct financial participation. Its brand recognition provides instant market awareness and a loyal user base.

- **PlayTV (Streaming and Live Commerce).** PlayTV is our streaming platform and a direct competitor to TikTok, YouTube, Twitch, and Rumble. It supports short-form and long-form video, livestreams, subscriptions, tipping, and paywalled content. Unlike competitors, PlayTV integrates one-click live shopping and contextual product placement. Creators earn 30 percent more on PlayTV compared to other existing platforms, making it an attractive destination for influencers and content creators.

- **Parler Ads Network**. The Parler ecosystem includes an internal advertising framework that enables promotional content, sponsored posts, and email campaigns to be delivered across Parler's platforms. Advertising may appear in content feeds, creator pages, and partner communications, and may include boosted posts and other paid placements. The Company's advertising activities are integrated within its existing media and commerce environments and are intended to provide both creators and merchants with tools to reach audiences more effectively.

- **Pulse (white-label community platform).** Pulse is a multi-tenant, white-label social platform for communities, creators, brands, and affinity groups that want their own sovereign environments. Tenants receive custom branding, theme control, moderation policies within legal bounds, role-based access, and analytics. Revenue features mirror those of Parler: crypto rewards, subscriptions, paid content, tipping, live events, and integrated commerce. Pulse includes a tenant app framework, SSO with sovereign identity, white-label Kyvo wallet, and optional federation for cross-community discovery. Pricing includes setup fees, monthly SaaS, and usage-based add-ons (storage, bandwidth, compute, AI features). Pulse is designed for enterprises, universities, media properties, sports teams, and large creator networks seeking community ownership without building from scratch.

- **Cartix (Commerce Enablement).** Cartix is our commerce platform. It provides merchants with seamless onboarding, integrated payments, and direct access to audiences on Parler and PlayTV. In August 2025, Parler Cloud Technologies executed a non-binding Memorandum of Understanding with KBBAT LLC, an advisory and marketing firm representing Kevin Harrington (original "Shark Tank" investor) and Brandon T. Adams. The planned partnership is designed to accelerate merchant adoption and brand acceleration across the Cartix platform by combining Parler's commerce, media, and payments infrastructure with KBBAT's proven influence in product commercialization and entrepreneurial marketing.

  Under the terms of the MOU, KBBAT and Parler will work to finalize a definitive agreement under which KBBAT would provide strategic advisory, promotional support, and high-profile marketing content featuring Harrington and Adams, including participation in company webinars, media appearances, and creator programs. In consideration of these efforts, Parler intends to allocate up to 1,000,000 shares of its Class A Common Stock to KBBAT (subject to definitive agreements) and grant KBBAT a 2% share of Cartix Sales Revenue derived from the platform's retained transaction fees.

  This planned partnership is expected to strengthen brand visibility, attract entrepreneurial merchants, and drive early adoption of Cartix as a next-generation commerce enablement solution within the Parler ecosystem. We expect that, assuming we sign a definitive agreement with KBBAT, Cartix will onboard more than 50,000 products by the end of 2026, offering merchants compensation rates which we believe will be approximately 20% higher than existing platforms.

- **Kyvo Wallet (Payments).** Kyvo is a hybrid fiat–crypto wallet that serves as the financial backbone of our ecosystem. It supports peer-to-peer and merchant payments, credit card processing, token custody, crypto swaps, and decentralized exchange functionality. Kyvo also offers merchant services, allowing retailers to process both fiat and crypto payments in one system. We intend to expand Kyvo into additional financial services, including asset trading.

- **Triton Cloud and Edgecast (Infrastructure).** We operate our own cloud and content delivery infrastructure. Triton Cloud provides scalable compute and storage capacity, while Edgecast, originally developed by Verizon, serves as our global CDN backbone. This independence reduces reliance on AWS, Google, and Microsoft, lowers costs, and increases reliability.

- **Optio Blockchain (Layer-1 Protocol).** Optio is Parler's native blockchain protocol, though it operates independently and is not owned or controlled by Parler. Built on a Proof-of-Impact consensus model, Optio distributes token rewards based on verified user activity. It supports diverse token types, including NFTs, stablecoins, meme coins, utility tokens, and asset-backed tokens, and is fully integrated with Parler's platforms to enable tokenized engagement and commerce.

Market Opportunity and Customers

Our customer base includes consumers, creators, merchants, and enterprises. Consumers are attracted to platforms that offer both expression and financial participation. Creators are drawn to higher payout ratios, integrated monetization tools, and the ability to directly monetize communities. Merchants value lower fees, integrated commerce, and direct access to engaged audiences. Enterprises may leverage Kyvo and Triton for payments and infrastructure.

Our addressable market spans multiple categories: user monetization, digital advertising, e-commerce, payment processing, and infrastructure services. Our integrated model allows it to capture share from each category, creating a diversified revenue base.

Sales and Marketing

Our sales and marketing strategy is designed to accelerate adoption of its ecosystem by creators, merchants, enterprise tenants, and end consumers through a coordinated combination of organic growth, direct outreach, influencer partnerships, brand collaborations, media buys, and sponsorships. This approach is deliberately multi-layered, designed to ensure that awareness, adoption, and monetization scale together.

A cornerstone of our growth strategy will be the extensive use of top-tier personalities and influencers to drive user acquisition and brand awareness. By onboarding cultural figures onto our platform, we expect that we, entertainers, thought leaders, and digital-native creators with large and loyal followings will be able to introduce millions of new users to Parler, PlayTV, and Pulse. These partnerships will be structured to be mutually beneficial: creators will gain access to superior monetization tools, higher payout ratios, storefront integrations through Cartix, and affiliate revenue opportunities, while we will benefit from direct audience migration and content that enhances platform stickiness. We expect these influencer-led campaigns to establish Parler, PlayTV, and Pulse as mainstream destinations where creators earn more and fans participate more directly in value creation.

In addition to leveraging personalities and creators, we will work with established consumer brands to co-develop campaigns and live shopping events. These collaborations will take advantage of the integrated commerce capabilities of PlayTV and Cartix, allowing brands to showcase products in shoppable video formats and directly connect with audiences. Such initiatives will not only bring merchants onto the platform at scale but will also demonstrate the power of our closed-loop ecosystem, where media, commerce, and payments converge seamlessly.

We will complement influencer and brand partnerships with substantial investments in traditional and digital media. The Company plans to execute targeted media buys across television, radio, podcasts, and streaming platforms to reinforce its presence with broad consumer demographics. Simultaneously, digital performance marketing campaigns will run continuously on social media, search engines, and affiliate networks, optimized to acquire users, onboard merchants, and to attract Pulse tenants with measurable ROI. These campaigns will be particularly concentrated around major platform launches, new product rollouts, and cultural tent-pole events, ensuring that we maximize visibility when consumer attention is highest.

Another critical component of our strategy is sponsorship of high-profile events, conferences, concerts, and sports programming. By aligning the Company's platforms with widely watched and culturally significant occasions, we expect to expand our credibility and recognition beyond the digital sphere. Sponsorships are expected to reinforce our positioning as a mainstream alternative to Big Tech incumbents, helping the Company expand beyond niche audiences into the mass market.

Public relations and advocacy will also play a central role in our marketing plan. We intend to pursue aggressive earned media coverage through strategic announcements, partnerships, and thought leadership campaigns that highlight the unique aspects of our model: full-stack independence from Big Tech, higher creator payouts, better merchant economics, and tokenized user rewards. We expect that the creators themselves will serve as advocates, sharing testimonials and case studies that demonstrate the tangible advantages of our ecosystem.

Through the integration of these initiatives - personality-driven growth, brand collaborations, extensive media buys, sponsorships and performance campaigns - we intend to establish Parler as one of the most recognizable digital platforms in the market. Our objective is not only to drive user and merchant adoption but also to firmly position Parler, PlayTV, and Pulse as category-defining properties that capture significant share in the creator economy, digital payments, and social commerce industries.

Strategic Partnerships, Joint Ventures and Acquisitions

Strategic Partnership with Amaze

Collaboration Agreement.

To accelerate our e-commerce and creator monetization capabilities, Parler, on August 7, 2025, entered into a collaboration agreement with Amaze Holdings, Inc., a leading creator-first commerce platform. Under this agreement, Amaze's e-commerce engine will be embedded across our ecosystem, including PlayTV, Parler.com, and future Parler applications, enabling creators and brands to sell directly within our social and streaming environments.

This integration will transform the user experience from passive engagement to active commerce, turning content into a direct conversion channel. For creators, it will unlock seamless storefronts tied to their audiences. For users, it will offer frictionless shopping and discovery inside the Parler platforms where they already spend time.

By linking social interaction, streaming, and commerce, this collaboration with Amaze, we expect, will create new revenue streams for both Parler and its creators, deepen user engagement, and position Pulse as a content-to-commerce leader in the emerging digital ecosystem.

The revenue sharing terms of our collaboration with Amaze will be defined in a future statement of work.

Equity Investment.

To align economic incentives and accelerate integration of Amaze's embedded commerce offering across Parler's ecosystem, we agreed to acquire from Amaze 1,000,000 shares of Amaze common stock together with warrants to purchase an additional 1,000,000 shares, for an aggregate purchase price of $4,000,000. The transaction will be consummated in three tranches, each with proportionate securities and consideration, as follows: (1) $2,000,000 payable in our Series A Preferred Stock (400 shares at $5,000 per share) for 500,000 Amaze common shares and 500,000 warrants; (2) $1,000,000 payable in cash for 250,000 Amaze common shares and 250,000 warrants; and (3) $1,000,000 payable in cash for 250,000 Amaze common shares and 250,000 warrants. At Amaze's election, we may deliver Series A Preferred Stock in lieu of the cash consideration for Tranches 2 and 3 (200 shares for each such tranche). Targeted closing dates are on or before November 30, 2025 for Tranches 1 and 2, and on or before December 31, 2025 for Tranche 3.

The warrants are being issued on a one-for-one basis relative to the number of Amaze common shares purchased in each tranche, are expected to include customary terms and transfer restrictions for a private placement and are subject to final definitive documentation. We expect this investment will support technical co-development, prioritized product integrations, and coordinated go-to-market initiatives centered on embedded storefronts and shoppable video across PlayTV, Parler.com, and future Parler applications. We believe this strategic alignment will help accelerate creator monetization, drive merchant onboarding, and enhance gross merchandise value flowing through our Parler ecosystem.

This investment is being made in connection with, and in support of, our broader commercial collaboration with Amaze. The form of consideration is intended to preserve cash while enabling us to scale deployment, with possible flexibility, at Amaze's option, to substitute Series A Preferred Stock for cash in later tranches. The securities purchase is subject to customary closing conditions and may be consummated in multiple closings. We expect to account for the Amaze equity and warrants in accordance with applicable U.S. GAAP for investments in equity securities, which may require initial and subsequent measurement at fair value with changes recognized in earnings depending on final terms and the availability of observable price inputs.

The investment exposes us to risks typical of private company minority positions, including limited liquidity, valuation volatility, reliance on third-party execution, and integration risk. There can be no assurance we will realize anticipated commercial or financial benefits. See "Risk Factors" for additional discussion of risks associated with strategic investments, private company securities, warrant valuation, and partnership execution.

Joint Venture with Cloud Payments, LLC

Cloud Payments and Parler have formed a joint venture to integrate Cloud Payments' patented digital wallet technology into the Parler ecosystem and related applications. The venture's ownership is allocated 60/40 between Parler and Cloud Payments, respectively. The joint venture will combine Cloud Payments' fintech infrastructure and licensed intellectual property with PTI's marketing, front-end application development, and ecosystem distribution to enable users to securely store, manage, and transact in both fiat and digital currencies, and to participate in decentralized digital rewards through the Optio Blockchain. In addition to supporting consumer wallet functionality, the JV's purpose includes enabling payment acceptance and settlement for creators and merchants across Parler's platforms, supporting peer-to-peer and merchant transactions, and facilitating the storage, transfer, and interchange of digital value, including fiat, cryptocurrency, loyalty rewards, NFTs, and other digital assets. The JV is expected to make Kyvo wallet capabilities available as a white-label offering for select enterprise and channel partners to extend distribution beyond Parler-owned applications.

The entity will oversee operational, regulatory, and compliance matters related to the integrated wallet and payments stack and will be governed by a mutually appointed board of directors. After payment of board-approved expenses, net profits from transactional fees will be distributed 80% to Parler and 20% to Cloud Payments.

The joint venture is expected to accelerate monetization across Parler's platforms by embedding compliant fiat–crypto wallet capabilities and tokenized rewards at the application layer, while leveraging Cloud Payments' financial institution relationships, licensing, and processing partnerships to support scale and regulatory alignment.

Acquisition of the Jedari Technology Inc. Business

On October 27, 2025, we acquired the business of Jedari Technology Inc., a Delaware-based technology company that builds fully branded, private community platforms for creators, musicians, and brands—giving them ownership of their audience, content, and revenue without reliance on mainstream social media. The acquisition included all assets of Jedari's business - its proprietary technology and intellectual property, APIs, mobile and white-label applications, client contracts, CRM data, marketing assets, operational infrastructure, and skilled employees; we assumed no pre-existing liabilities of Jedari except those expressly agreed to. We intend to integrate the Jedari business into our Parler ecosystem, and Greg Anderson, Jedari's founder, has been appointed our Chief Revenue Officer. As consideration for the acquisition, we issued to Mr. Anderson 50,000 shares of our Class A Common Stock and transferred to him 250 Optio blockchain nodes, and we will also issue to Mr. Anderson 500 shares of our Series A Preferred Stock. This strategic acquisition strengthens our technology platform, enhances our product offerings, expands our human and operational capital, and brings approximately 500,000 subscribers in the music industry to our platforms.

Competitive Strengths

We possess several competitive strengths that position us for long-term success. Our business is distinguished by its full-stack integration, spanning social, streaming, payments, commerce, cloud, and blockchain. This comprehensive structure creates a unified ecosystem that few competitors can replicate.

Our model is built on shared economic benefits, providing higher payouts for creators, better margins for merchants, and daily tokenized rewards for users, all of which drive stronger engagement and loyalty. The Kyvo Wallet further strengthens our competitive moat by enabling seamless fiat–crypto transactions, merchant payments, and tokenized rewards, reinforcing user loyalty and ecosystem stickiness.

Our ownership of infrastructure and integrated platforms, we believe, will ensure operational and financial independence, reducing reliance on third parties and enabling superior economics across all services. Brand equity will further reinforce these advantages, with Parler remaining one of the most recognized free-expression platforms in the world. Strategic partnerships with leading industry players will enhance both credibility and distribution, while our ownership of infrastructure will reduce dependence on third parties and ensure continuity of service even in volatile environments. Finally, the Company has already taken significant steps to prepare for public markets, including building governance frameworks, compliance functions, and financial reporting systems, which provide a foundation for scale and long-term investor confidence.

Growth Strategies

The Company intends to pursue growth through a series of deliberate initiatives that build on our existing strengths and market opportunities. Central to this strategy is the expansion of user adoption, driven by creator recruitment and enhanced monetization opportunities that, we expect, will make our platforms more attractive than those of our competitors. Merchant onboarding will be scaled aggressively through partnerships and aggregator networks, enabling Cartix to become a leading marketplace integrated seamlessly into Parler (social), PlayTV (video), and Pulse (white label).

Live shopping will be embedded throughout PlayTV content, transforming video consumption into an interactive commerce experience that benefits both creators and merchants. Kyvo Wallet will be positioned as a white-label solution for enterprise and retail partners, extending our reach into broader payments and fintech markets. At the same time, the Company will continue to extend the utility of the Optio Blockchain, enabling tokenized applications that create new use cases for consumers, creators, and enterprises alike. Finally, we are actively preparing our governance, compliance, and financial systems to support a potential public listing in 2026, providing investors with a clear pathway to liquidity.

Competition

We operate in highly competitive markets across several categories. In social media, we face competition from platforms such as Meta, X, YouTube, and Truth Social. Within the streaming segment, major rivals include YouTube, Twitch, TikTok, and Rumble. In commerce, we compete with established giants like Amazon, Etsy, and TikTok Shop, while in the payments space, leading incumbents such as PayPal, Stripe, Venmo, and Uniswap present significant alternatives. Cloud and content delivery are dominated by providers including AWS, Google Cloud, Microsoft Azure, Cloudflare, and Akamai. Finally, in blockchain, we contend with protocols such as Ethereum, Solana, Polygon, and Avalanche.

Despite this broad competitive landscape, we differentiate our Company by offering a unified solution that integrates social media, streaming, commerce, payments, infrastructure, and blockchain into one cohesive ecosystem. By combining these capabilities under a single platform and aligning economic incentives for users, creators, and merchants, we believe that we can deliver superior economics, greater independence from third-party providers, and a seamless user experience that competitors operating in siloed markets cannot match.

Sourcing and Suppliers

We own and operate Triton Cloud and Edgecast, reducing reliance on third parties. Triton Cloud delivers scalable compute and storage with enterprise-grade security, while Edgecast, originally developed by Verizon, provides a global content delivery network capable of handling high-volume streaming and commerce traffic. These assets differentiate Parler from competitors that rely on AWS, Google Cloud, or Microsoft Azure, where service interruptions, pricing changes, and dependency risks are common.

While public cloud services allow companies to trade OPEX for CAPEX and focus on their core business, at scale these benefits diminish, and economic incentives shift to organizations that fully manage their tech, cloud, and distribution stacks. Parler is following a similar model to Facebook and Apple, which operate proprietary cloud infrastructure, and Netflix and Disney, which manage global CDN networks. By vertically integrating infrastructure and platform operations, we expect to reduce operating expenses by a substantially significant amount over the next few years, with savings reinvested into platform enhancements and user acquisition efforts.

Where third-party services are necessary, such as credit card processing or hardware procurement, we carefully select diversified and reputable providers to minimize operational risk. By combining proprietary infrastructure with selective third-party partnerships, Parler intends to maintain a unique balance of control, resilience, and efficiency that competitors cannot easily replicate.

Risk Mitigation

We are implementing a multi-layered risk management program designed to anticipate, reduce, and respond to the principal risks inherent in our multi-vertical strategy across social, streaming, e-commerce, cloud, fintech (Kyvo), and key integrated blockchain protocol (Optio). On operations and technology, we are investing in scalable architecture, redundancy and disaster recovery at critical infrastructure layers, rigorous secure-development practices, continuous vulnerability testing, and incident response procedures tailored to high-volume video, live commerce, and wallet workflows. To mitigate third-party and concentration risk, we are diversifying key vendors and distribution channels, negotiating contracts, building owned infrastructure where economical, and developing contingencies for app-store and gatekeeper policy changes. On regulation and compliance, we are building a controls framework covering privacy, data security, youth safety, advertising, payments, sanctions, and evolving digital-asset requirements, supported by partner due diligence, independent assessments, and product gating for higher-risk features. For blockchain and token initiatives, we are pursuing compliant token design, custodial safeguards, and jurisdiction-specific rollout strategies. We are enhancing disclosure and financial reporting controls as we scale, strengthening creator and advertiser measurement tools to improve KPI (Key performance indicator) accuracy, and expanding insurance coverage where available. Finally, we are focused on disciplined capital allocation, talent acquisition and retention in engineering, security, and compliance, and governance practices that align product roadmaps with defined risk tolerances.

Seasonality

Our business is not materially seasonal, although user activity and ad spend may increase during election cycles, major cultural events, and year-end holiday commerce.

Revenue Model

The Company generates revenue through its social, fintech, e-commerce, and cloud services businesses. In each case, we charge end customers based on usage and the value derived from our services. Our revenue-sharing model with creators and sellers is intentionally structured to be more favorable than prevailing industry standards, by as much as 30%.

Our social products generate revenue primarily from advertising sold within content feeds, where we allocate a greater portion of such revenue to creators. Under our current model, creators receive more than 60% of advertising revenue, compared with the industry standard, which typically provides up to 55% to creators. Within the same social environment, creators may also earn income from subscriptions (paywalled content), tips, and one-time digital or physical transactions conducted through our integrated e-commerce platform. Parler recognizes a share of revenue from these transactions, generally ranging from 10% to 30% for digital content and subscriptions, more favorable than the 30% to 50% typically retained by other platforms. For physical goods sold through the marketplace, we currently charge approximately 10%, which aligns more closely with standalone e-commerce stores such as Amazon or eBay, but which is higher than social-attached platforms that typically charge 0% to 5%. This model provides strategic flexibility to adjust revenue share allocations over time as our Services expand and mature. Advertising revenue is generated through ads placed via Parler's internal advertising framework described under Business — Our Products and Services — Parler Ads Network.

Our FinTech business underpins monetization across the social ecosystem while independently generating fee-based revenue similar to that of a financial institution. The Kyvo Wallet supports both fiat and cryptocurrency peer-to-peer (P2P) and business-to-business (B2B) transactions and currently contributes approximately 30% of our total revenues. Fee streams include, but are not limited to, merchant payments, instant transfer fees, card wallet loads, debit card usage, crypto on/off-ramp, and currency exchange transactions.

Our cloud services business generates recurring revenue through consumption of our managed cloud, cybersecurity, content delivery network (CDN), and related infrastructure services.

Each business segment operates on a dedicated profit and loss basis; however, the Company evaluates overall margin performance on a consolidated basis. This integrated structure enables us to offer competitively priced services and higher revenue shares to creators and sellers relative to competitors within each individual market segment.

Intellectual Property

We own intellectual property covering our software platforms, and payments infrastructure. We have trademarks registered under Parler, PlayTV, and are currently seeking additional trademarks for Kyvo and Cartix. Patent filings cover consensus mechanisms, wallet architecture, distributed delivery, and tokenization models.

Human Capital

As of October 1, 2025, we employed approximately 66 full-time employees and 42 contractors. Our workforce is distributed across engineering, operations, compliance, sales, and finance. According to our current long range plan, we anticipate that our workforce will double over the next three years with an emphasis on expansion in engineering, compliance, finance and account management areas. Parler emphasizes diversity, competitive compensation, and collaborative culture.

Facilities

We maintain corporate offices in Plano, Texas and Michigan. We lease office and data center facilities in multiple locations across the United States to support Triton Cloud and Edgecast. These leases are on industry-standard terms and include renewal options.

We operate 7 global Points of Presence (POPs) and will expand to meet the commercial requirements of our core business and that of the partners who also run on our Cloud services.

Climate Change and Sustainability

Parler evaluates efficiency measures in its infrastructure, including immersion cooling and renewable energy sourcing where cost-effective. The Company does not believe climate regulation has any material effect on operations at this time.

Government and Environmental Regulations

We comply with all applicable regulations, including PCI DSS, Know Your Customer/Anti-Money Laundering (KYC/AML), General Data Protection Regulation (GDPR), and California Consumer Privacy Act/California Privacy Rights Act (CCPA/CPRA). Parler anticipates ongoing changes in payments, cryptocurrency, and content moderation and dedicates compliance resources accordingly.

Involvement in Certain Legal Proceedings

The Company may be subject from time to time to a number of lawsuits, including claims relating to competition, intellectual property rights, alleged libel or defamation, employment and labor matters, personal injury and property damage, free speech, customer privacy, regulatory requirements, and advertising, marketing and selling practices. The Company is currently not aware of any legal proceedings or claims that have or are expected to have, individually or in the aggregate, a material adverse effect on the Company’s business, financial condition or operating results.

USE OF PROCEEDS

Parler estimates that the net proceeds from the issuance and sale of the Shares (excluding Shares that may be issued pursuant to the Overallotment Option) will be approximately \$46,250,000, after deducting estimated Placement Agent fees but excluding estimated Offering expenses payable by the Company.

We intend to use such net proceeds to accelerate growth across Parler's core business lines and to build the operational foundation necessary for long-term scale. A primary focus will be on the acquisition and onboarding of strategic partners, including Amaze, supported by targeted business development, partner support and operational resources to ensure rapid and high-quality integration.

We expect to use up to \$2,000,000 of the net proceeds to fund the cash portions of our purchase of Amaze common stock and accompanying warrants in Tranches 2 and 3, unless Amaze elects to receive our Series A Preferred Stock in lieu of cash. See "Business — Strategic Partnerships, Joint Ventures and Acquisitions — Strategic Partnership with Amaze."

Additionally, in accordance with our existing bridge financing agreements: (i) at the option of the Senior Lender, if the gross proceeds equal or exceed \$11,200,000, the Senior Lender may require full repayment within five business days after such threshold is met; and (ii) at the option of the Subordinated Lender and subject to the subordination provisions in favor of the Senior Lender, we are required to apply 10% of the gross proceeds of this Offering to prepay the Subordinated Loan within five business days after receipt, and if the gross proceeds equal or exceed \$11,200,000, the Subordinated Lender may require full repayment within five business days after such threshold is met. Our obligation to make any payment on the Subordinated Loan is expressly subordinated to the prior payment in full of the Senior Loan and subject to the Intercreditor Agreement.

We also plan to make significant investment in engineering to enhance product scalability, maintain platform reliability, and integrate new services and partner systems into a seamless ecosystem. On the marketing and sales side, funds will support the direct acquisition of high-impact influencers and the development of account management programs to drive engagement, retention, and revenue growth.

Expansion of cloud infrastructure, including our content delivery network, will ensure that Parler's platform continues to perform at the highest levels for a growing user base and global audience. Finally, as each vertical matures, investment will be made in operational leadership to build dedicated management teams that report to our executive management, providing the structure and governance necessary to scale effectively across all lines of our business.

Notwithstanding the foregoing, the Company and the Placement Agent are offering the Shares on a "best efforts" basis and are not required to sell any specific number or dollar amount of Shares in this Offering. As such, the Company and Placement Agent may sell less than the maximum number of Shares offered hereby, and Parler may receive net proceeds of less than \$46,250,000.

If Parler sells additional Shares pursuant to the Overallotment Option, Parler intends to contribute the additional net proceeds to the further development of its business and marketing strategy.

The expected use of the net proceeds from this Offering represents Parler's intentions based upon its current plans, financial condition and business conditions. Predicting the cost to be used in Parler's businesses can be difficult and the amounts and timing of actual expenditures may vary significantly depending on numerous factors. As a result, Parler's management will retain broad discretion over the allocation of the net proceeds from this Offering.

MANAGEMENT

The following table sets forth the names and titles of the officers and directors of our Company.

Name	Position at Parler
Officers:	
Yasser Elgebaly	Chief Executive Officer
Anne Peterson	Chief Operating Officer
Kyle McCarthy	Secretary and Chief Experience Officer
Jon D. Willis	Chief Strategy Officer
Anneliese Roley	Chief Financial Officer
Nick Wilkens	Chief Information Officer
Alex McCarthy	Chief Product Officer
Elise Rhodes	Chief Marketing Officer
Ashlee Sivret	Chief People's Officer
Greg Anderson	Chief Revenue Officer
Directors:	
Yasser Elgebaly	Chairman
Anne Peterson	Director
Alex McCarthy	Director
Kyle McCarthy	Director
Elise Rhodes	Director
Greg Anderson	Director

Yasser Elgebaly serves as the Chairman and Chief Executive Officer and is a member of the board of directors of the Company which he founded on January 22, 2024. He has more than thirty years of experience in enterprise technology, including work in cybersecurity, cloud infrastructure, and digital transformation. Prior to founding Parler, Mr. Elgebaly founded Sanapptx in 2016; Sanapptx is now a subsidiary of Parler. Mr. Elgebaly has held senior leadership positions at technology companies such as Microsoft, Qorvo, Inc. (formerly TriQuint Semiconductor), Clearwire Corporation, AT&T, and Ericsson (Telefonaktiebolaget LM Ericsson), where he led information technology and infrastructure initiatives. He has also founded and managed technology ventures including Sanapptx, LLC (founded in November 2013 and now Parler's wholly owned subsidiary), Hyveworks, and Smart Cloud Solutions LLC, which focus on digital transformation across various industries. Mr. Elgebaly earned a Master's degree in Computer Science (Artificial Intelligence) from Helwan University in Egypt, the first artificial-intelligence master's program established in the Middle East.

Anne Peterson serves as Chief Operating Officer of Parler Technologies Inc. From 2016 to the present, Ms. Peterson has served as Chief Operating Officer of Sanapptx, LLC, and from 2017 to

2023 she served as Chief Executive Officer of Digital Layer LLC. Since 2024 she has served as Chief Operating Officer of Parler Technologies Inc. Ms. Peterson has experience in digital marketing, technology, and education, and focuses on operational leadership, resource stewardship, cross-functional leadership, and process improvement. She holds a Master of Education (M.Ed.) degree from the University of Minnesota, Twin Cities.

Kyle McCarthy serves as Secretary and Chief Experience Officer of Parler. From 2020 to 2022, he was Director of Design and Experience at SkylabApps, Inc.; in 2023, he co-founded Best Hive Solutions LLC, d/b/a Hyveworks; and since 2024, he has served as Chief Experience Officer of Parler. In these roles, Mr. McCarthy has overseen user experience, including UI design, interactive engagement, user support, moderation, and community engagement, with experience in social media, streaming platforms, and blockchain-based ecosystems. He has worked on launching and scaling more than 100 applications, focusing on user interfaces, engagement, and gamification strategies. Mr. McCarthy earned a Bachelor of Science degree in Construction Engineering from San Diego State University.

Jon D. Willis serves as our Chief Strategy Officer. From 2020 to 2022, he was Founder and Chief Executive Officer of FreeSpace Social, Inc.; from 2022 to 2023, he served as Senior Advisor at Nation International, a family office; and in 2023, he was a Co-Founder of Hyveworks. He joined Parler in 2024 as Chief Strategy Officer, where he oversees corporate strategy, mergers and acquisitions, partnerships, and business development. He holds a Bachelor of Science degree in Finance from the University of Phoenix.

Anneliese Roley serves as Chief Financial Officer of Parler. From 2017 to 2021 she worked at Privia Health Group, Inc. in Practice Operations and Implementation; from 2021 to 2022 she served at ChenMed LLC in National Corporate Development; from 2022 to 2023 she was with West Monroe Partners LLC; and from 2023 to 2024 she was with RubinBrown LLP in Accounting Consulting Services. She joined Parler Technologies, Inc. in 2024 as Chief Financial Officer. Ms. Roley has experience in mergers and acquisitions, corporate strategy, and technology transformations for private-equity-backed and high-growth companies. She has managed transactions and integrations, including building the M&A function at ChenMed LLC, supporting its expansion, achieving synergies from acquisitions, and leading operational consolidation. Since joining Parler, Ms. Roley has led the acquisition of the Edgecast CDN assets from Edgecast Cloud LLC. She holds a Bachelor of Science degree in Healthcare Administration from the University of Texas at Tyler.

Nick Wilkens serves as Chief Information Officer of Parler. He has over 25 years of experience in data-center infrastructure and cloud computing. From 2007 to 2024, he was Founder and Chief Executive Officer of MNX Solutions, LLC. He previously founded an infrastructure consulting firm in 2005, launched a public cloud platform in 2013, and in 2022 acquired Triton DataCenter from Samsung, serving as Chief Executive Officer. Mr. Wilkens joined Parler Technologies, Inc. in 2024 as Chief Information Officer, where he is responsible for IT strategy, technology integration, and digital transformation initiatives.

Alex McCarthy serves as our Chief Product Officer. From 2020 to 2022, he was Head of Product at Skylab Apps, Inc.; in 2023, he served as Head of Product at Hyveworks; and in 2024 he joined Parler as Chief Product Officer. His experience includes leading product strategy and development for digital platforms, including social media, gamified engagement systems, streaming technologies, and blockchain-enabled applications. He holds a Bachelor of Science degree in Construction Engineering from San Diego State University.

Elise Rhodes serves as Co-Founder and Chief Marketing Officer of Parler. From 2018 to 2020 she served as Chief Marketing Officer of Parler; from 2020 to 2022 she was a tech start-up consultant; from 2022 to 2023 she served as Vice President at RightForge LLC; and from 2023 to the present, she has served as Co-Founder and Vice President of Business Relations at Parler. Ms. Pierotti has served as Senior Vice President of Business Development since September 2023. As a founding executive of Parler, she was the Company's first Chief Marketing Officer and led the team that scaled Parler to more than 20 million users and helped raise the initial $5 million in capital to build the platform. From 2022 to 2023 she worked in business development at a major cloud provider supporting a global social network, where she gained experience in platform scaling and infrastructure growth. Earlier in her career, she advised executives and non-profit leaders in Washington, D.C. on strategic communications, growth initiatives, and organizational development. In addition to her executive roles, Ms. Pierotti has appeared on national television and radio outlets to discuss technology, free speech, and digital platforms.

Ashlee Sivret serves as our Chief People Officer since October 2025. Prior to joining the Company, Ms. Sivret served as Head of People Operations from 2019 to 2025 at Edgio, Inc. where she led initiatives across talent acquisition, workforce planning, HR systems, and compliance. Ms. Sivret has served as our Chief People Officer since October 2025. She brings approximately 15 years of enterprise human capital experience with a track record of building and scaling core HR functions, including recruitment and performance management, labor and compliance, and training and development; she is a data-driven, people-first leader focused on enhancing the employee experience to support organizational performance. Ms. Sivret holds a B.S. in Business and an M.P.A. in Political Science, each from California State University, Chico.

Greg Anderson has served as our Chief Revenue Officer since October 2025. Greg brings more than 25 years of entrepreneurial leadership in technology, media, and digital community innovation. As the former CEO and Founder of Jedari Technology, a white-labeled community application platform, Greg launched more than 390 branded community applications for elite creators, coaches, musicians, and professional organizations. A published author and two-time executive producer, he has generated more than $100 million in sales and sold more than 200,000 digital client products. His global explorations—studying with monks, living in jungles, studying religions and spirituality worldwide—inform his mission to merge technology, consciousness, and leadership in driving meaningful connection and scalable growth.

Our Board of Directors

Our board of directors currently consists of five members. Our board of directors is generally responsible for the oversight of corporate risk in its review and deliberations relating to our activities. Risk is inherent in every business. As is the case in virtually all businesses, we face a number of risks, including operational, economic, financial, legal, regulatory, and competitive risks. Our management is responsible for the day-to-day management of the risks we face. Our board of directors, as a whole and through its committees, has responsibility for the oversight of risk management.

In its oversight role, our board of directors' involvement in our business strategy and strategic plans plays a key role in its oversight of risk management, its assessment of management's risk appetite, and its determination of the appropriate level of enterprise risk. Our board of directors receives updates at least quarterly from senior management and periodically from outside advisors regarding the various risks we face, including operational, economic, financial, legal, regulatory, and competitive risks. Our board of directors also reviews risks relating to various developments such as acquisitions, debt and equity offerings, and new service offerings.

Indemnification of Directors and Officers

Article 11 of Parler's Articles of Incorporation provides that Parler shall, to the fullest extent legally permissible under the provisions of the Nevada Revised Statutes, as the same may be amended and supplemented, indemnify any person who was or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civi1, criminal, administrative, or investigative (other than an action by or in the right of the Parler) by reason of the fact that the person is or was a director or officer of the Parler, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with any action, suit, or proceeding if the person acted in good faith and in manner the person reasonably believed to be in or not opposed to the best interests of the Parler, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. Pursuant to Parler's Articles of Incorporation, such indemnification or advancement of expenses provided by, or granted pursuant to, Section 78.300 of the Nevada Revised Statutes, shall not be deemed exclusive of any other rights to which an indemnified party may be entitled under any bylaw, agreement or resolution adopted by Parler's board of directors.

Article 6 of Parler's Bylaws provides that to the fullest extent permitted under the law of the State of Nevada, Parler shall have the power to indemnify, and shall indemnify, any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of Parler) by reason of the fact that the person is or was serving at the request of Parler as a director, officer, employee or agent of Parler, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of Parler, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful.

In addition to the foregoing, Parler carries a directors and officers insurance policy that covers certain liabilities of their respective officers and directors arising out of claims based on acts or omissions in their capacities as directors or officers.

EXECUTIVE COMPENSATION

The following section describes the significant elements of Parler's executive compensation program, with particular emphasis on the process for determining compensation payable to Parler's Chief Executive Officer, Yasser Elgebaly, Chief Operating Officer, Anne Peterson, and Chief Financial Officer, Anneliese Roley.

Overview

The Chief Executive Officer of Parler has been responsible for setting the compensation of Parler's executive officers.

Compensation

Base Salary

Parler provides base salary as a fixed source of compensation for its executive officers. Base salaries for non-executive officers are established based on the scope of their responsibilities, competencies and their prior relevant experience, taking into account compensation paid in the market for similar positions, the market demand for such non-executive officers and the non-executive officer's total compensation package. Base salaries are to be reviewed annually, based on each non-executive officer's success in meeting or exceeding individual objectives and on Parler's overall financial performance. Additionally, base salaries can and will be adjusted as warranted throughout the year to reflect promotions or other changes in the scope of breadth of an executive's role or responsibilities, as well as to maintain market competitiveness.

Employee Benefits

Parler offers standard health, dental, life and disability insurance benefits to its executive officers, on the same terms and conditions as provided to all eligible employees. Parler does not offer a deferred compensation plan or pension plan.

Equity Incentive Plan

Parler intends to adopt an equity incentive plan to be administered by its board of directors or a designated committee, reserving up to 1,000,000 shares of its Class A Common Stock for issuance pursuant to stock options, restricted stock, restricted stock units, stock appreciation rights, and other equity-based awards. Awards may be granted to employees, directors, consultants, and other service providers to attract, retain, and incentivize talent. Shares issued under the plan will be newly issued or reissued shares, will be subject to adjustment in the event of stock splits, stock dividends or similar capital changes, and any future grants under the plan will dilute existing stockholders.

Employment Agreements

Yasser Elgebaly

Mr. Elgebaly is employed with the Company pursuant to the terms of an employment agreement dated June 1, 2024. Under this agreement, Mr. Elgebaly serves as Chief Executive Officer. The agreement provides for at-will employment and automatic year-to-year renewal. Base salary is $60,000 per year, paid bi-weekly (two weeks in arrears). The agreement does not provide a cash bonus opportunity, equity awards, change-in-control provisions, or severance benefits. The role is exempt from overtime. Benefits include eligibility for Company-subsidized medical, dental, and vision coverage, 160 hours of PTO per year (with a maximum of 200 hours including carryover), and Company holidays, subject to availability for emergencies. Reasonable business expenses are reimbursable with proper documentation. The agreement includes confidentiality, trade secret protections, assignment of intellectual property, a two-year post-termination non-solicitation of clients and employees, and obligations to return/erase Company property and data upon termination; the Company retains a right of offset. Disputes (other than injunctive relief for IP and post-termination obligations) are subject to binding arbitration under AAA rules in Collin County, Texas. Texas law governs. No severance or other termination benefits are provided.

<u>Anne Peterson</u>

Ms. Peterson is employed with the Company pursuant to the terms of an employment agreement dated June 1, 2024. Under this agreement, Ms. Peterson serves as Chief Operating Officer. The agreement establishes at-will employment and automatic renewal year-to-year absent termination. Base salary is $175,000 per year, paid bi-weekly (two weeks in arrears). No cash bonus opportunity, equity compensation, change-in-control protections, or severance is provided. Ms. Peterson is exempt from overtime and is eligible for Company-subsidized medical, dental, and vision coverage, 160 hours of PTO per year (with a maximum carryover to 200 hours), and Company-recognized holidays, with availability as needed for emergencies. Reasonable business expenses are reimbursable with appropriate documentation. The agreement includes confidentiality and trade secret protections; assignment of intellectual property; a two-year post-termination non-solicitation of clients and employees; mandatory return/erasure of Company property and data upon termination; and a right of offset for amounts owed to the Company. Disputes (other than injunctive relief for IP and post-termination obligations) are subject to binding arbitration under AAA rules in Collin County, Texas. Governing law is Texas. No severance or other termination benefits are specified.

<u>Anneliese Roley</u>

Ms. Roley is employed with the Company pursuant to the terms of an offer letter dated August 20, 2024, effective September 16, 2024. Under the terms of this letter agreement, Ms. Roley serves as Chief Financial Officer, reports to the Chief Executive Officer, and is an on-site, full-time, overtime-exempt employee. Ms. Roley receives an annual base salary of $250,000, payable bi-weekly, is eligible for Company-sponsored benefits beginning on her first day of employment and is entitled to 20 days of paid time off per year in addition to paid holidays. The offer letter provides for reimbursement of reasonable, properly documented business expenses in accordance with Company policy and requires compliance with all applicable Company rules and policies. The offer letter includes customary covenants. Post-employment restrictions include a one-year non-solicitation of employees and, using Company trade secrets or proprietary information, a one-year non-solicitation of clients/customers or business partners. The letter agreement requires the return of Company property upon termination and adherence to Company policies. No term is specified; the relationship remains at-will and can be terminated by either party at any time with or without cause.

DESCRIPTION OF PROPERTY

Parler does not currently own any property. Parler's principal executive offices are located at 5700 Tennyson Pkwy Ste. 200, Plano, TX 75024.

Parler believes that its facilities are adequate to meet its needs for the immediate future, and that, should it be needed, suitable space will be available to accommodate any such expansion of operations.

RELATED PARTY TRANSACTIONS

There are no material related party transactions between Parler and any of its directors, executive officers, or significant employees. However, the Company notes that Alex McCarthy and Kyle McCarthy, each of whom serves as an executive officer and director of the Company, are brothers.

Agreement with Optio Services, LLC

Parler and Optio Services LLC ("**Optio Services**") are under common control because Yasser Elgebaly is the majority owner of each entity. On July 31, 2024, Optio Services and Parler entered into a Master Intercompany Services Agreement (the "**Intercompany Agreement**"), pursuant to which Parler provides administrative, marketing, software development, hosting, subscription platform, and consulting services in support of Optio Services' blockchain node subscription program. Under Section 2.5 of the Intercompany Agreement, Optio Services pays Parler intercompany service fees equal to $835 per $1,000 of node subscription value recognized across defined service categories, with invoices issued monthly. For the year ended December 31, 2024, Parler recognized intercompany revenue of approximately $4 million from Optio Services under the Intercompany Agreement. The Intercompany Agreement has an initial two-year term and may be terminated by Parler on 60 days' prior written notice or earlier upon certain specified events. Given the common ownership and control, the terms of the Intercompany Agreement were not negotiated at arm's length and may not be comparable to terms Optio Services or Parler might obtain from or provide to unaffiliated third parties.

Employment Agreements

See "*Executive Compensation – Employment Agreements*" for additional information regarding the management team's employment agreements.

Indemnification of Directors and Officers

See "*Management – Indemnification of Directors and Officers*" for additional information.

EQUITY CAPITALIZATION

The following table sets forth Parler's outstanding capitalization as of the date of this memorandum:

- on an actual basis; and
- as adjusted to give effect to:

- the issuance and sale of 20,000 Shares being sold in this Offering (assuming exercise of the Overallotment Option and without taking into account any of the shares of Series A Preferred Stock issuable upon the exercise of the Agent Warrant to be issued to the Placement Agent following the completion of this Offering) at an offering price of $5,000 per Share.

- the automatic conversion at the initial closing of this Offering of outstanding 2024 SAFEs into the same series of preferred equity sold for cash in this Offering, at the SAFE conversion price equal to the lesser of the valuation-cap-implied price or an 80% discount to the cash price.

- the automatic conversion at the initial closing of this Offering of outstanding 2025 SAFEs into the same series of preferred equity sold for cash in this Offering, at the SAFE conversion price equal to the lesser of the valuation-cap-implied price or an 80% discount to the cash price.

Security	**Actual (shares)**	**As Adjusted for this Offering (shares)**	**% of Shares of Each Class of Stock**	**% of Total Voting Power After the Offering**
Class A Common Stock	3,222,945	3,222,945	100%	0.5%
Class B Common Stock	6,777,055	6,777,055	100%	99.5%
Series A Preferred Stock (sold for cash)	0	20,000	94.6%	00%
Series A Preferred Stock (issuable on $2,770,000 of 2024 SAFE conversions)	0	692	3.2%	00%
Series A Preferred Stock (issuable on $1,844,500 of 2025 SAFE conversions)	0	461	2.2%	00%

Notes:

- The number of shares of Series A Preferred Stock issuable upon SAFE conversion and the related percentages will be determined at closing based on the final SAFE conversion prices. 2024 SAFEs convert at the lesser of a $1,000,000,000 valuation-cap–implied price or 80% of the cash price; 2025 SAFEs convert at the lesser of a $750,000,000 valuation-cap–implied price or 80% of the cash price. The 2025 SAFEs will convert at the initial closing.

- The table assumes no exercise of the Overallotment Option and excludes any shares issuable upon exercise of the Agent Warrant.

Additionally, this table excludes:

- shares issuable upon exercise of warrants issued to the Placement Agent in connection with the Senior Loan and the Subordinated Loan.
- any equity issuable upon conversion of the Senior Loan at a 20% discount to the Offering price.
- any equity issuable upon conversion of the Subordinated Loan at a 20% discount to the Offering price.
- Class A Common Stock issuable under the Senior Lender's warrant/right to receive equity at a 20% discount to the Series A Preferred Stock Offering price.
- the 20 shares of Series A Preferred to be issued to MZ Digital for marketing services.
- any shares issuable upon conversion of Series A Preferred into Class A Common Stock pursuant to optional or mandatory conversion mechanics (including any discounts in an IPO, Qualified Financing or Qualified Sale).
- any potential future issuances pursuant to bridge lenders' pro rata participation rights and most-favored-nation protections prior to an IPO.

This table does not reflect any adjustments that may be made as a result of the Forward Stock Split described elsewhere in this Memorandum.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth, as of the date of this Memorandum, beneficial ownership of Parler's securities owned by (i) each executive officer and director of Parler; and (ii) each person who owns beneficially more than 5% of each class of Parler's outstanding securities. Percentage ownership is based on 3,222,945 shares of Parler's Class A Common Stock outstanding, 6,777,055 shares of Parler's Class B Comon Stock outstanding and 0 shares of Parler's Series A Convertible Preferred Stock outstanding as of the date of this Memorandum. The address for each beneficial owner is care of the Company at Tennyson Pkwy Ste. 200, Plano, TX, 75024.

Beneficial Owner	**Class A Common Stock**		**Class B Common Stock**		**% of Total Voting Power**
	Shares	**%**	**Shares**	**%**	
Yasser Elgebaly	0	0%	6,777,055(1)	100%	99.5%
Anne Peterson	612,156	19%	0	0%	0%
Anneliese Roley	43,725	1%	0	0%	0%
Alex McCarthy	349,803	11%	0	0%	0%
Kyle McCarthy	349,803	11%	0	0%	0%
Bryan Ferre	300,000	9%	0	0%	0%
Bret Hatfield	200,000	6%	0	0%	0%
Elise Rhodes	174,902	5%	0	0%	0%
Greg Anderson(2)	50,000	1.5%	0	0%	0%

(1) Consists of shares owned by the YEE Trust (the "Trust"), an irrevocable trust. Anne Peterson, as Trustee of the Trust, holds voting and dispositive power over the Class B Common Stock of the Company held by the Trust and disclaims beneficial ownership of such shares. Yasser Elgebaly, as Compliance Overseer of the Trust, may be deemed to indirectly beneficially own the shares held by the Trust by virtue of his oversight authority; however, he disclaims beneficial ownership of such shares in light of the Trust's terms, including provisions that the Compliance Overseer shall not be a beneficiary or have any beneficial interest in the Trust.

(2) Greg Anderson will receive 500 shares of the Series A Preferred Stock in partial consideration for Parler's acquisition of the Jedari business.

DESCRIPTION OF SECURITIES

Description of Securities

The authorized capital stock of Parler consists of (A) 250,000,000 shares of common stock, par value $0.0001 per share, of which (i) 200,000,000 shares have been designated Class A Common Stock and (ii) 50,000,000 shares have been designated Class B Common Stock and (B) 50,000,000 shares of Preferred Stock, of which 30,000 have been designated as Series A Convertible Preferred Stock.

Common Stock

Class A Common Stock

Each holder of the Company's Class A Common Stock is entitled to a pro rata share of dividends made to common stockholders. Cash dividends shall be paid at the sole discretion of the Company's board of directors. The holders of Class A Common Stock are entitled to one vote for each share held on all matters to be voted on by the Company's stockholders.

Class B Common Stock

Each holder of the Company's Class B Common Stock is entitled to a pro rata share of dividends made to common stockholders. Cash dividends shall be paid at the sole discretion of the Company's board of directors. The holders of Class B Common Stock are entitled to one-hundred (100) votes for each share held on all matters to be voted on by the Company's stockholders. Holders of Class B Common Stock may elect to convert their shares into Class A Common Stock at any time and additionally shares of Class B Common Stock will automatically convert to Class A Common Stock at a upon a transfer of such shares, unless that transfer is to another holder of Class B Common Stock. For more information, see the "Articles of Incorporation" attached hereto as Exhibit D.

Series A Preferred Stock

The Company has authorized a maximum of 30,000 shares of Series A Preferred Stock, none of which is issued and outstanding as of the date of this Memorandum. The Series A Preferred Stock has no voting rights.

Each Share (and any fractional Share) is convertible into Class A Common Stock (a) at the option of the holder (1) at any time after the original issue date and (2) on the closing of a Qualified Financing, and (b) automatically upon any of the following: (1) the closing of an IPO, (2) the written election of the holders of at least a majority of the outstanding Shares, or (3) the closing of a Qualified Sale.

Upon conversion, the number of shares of Class A Common Stock issued will equal the quotient of (x) the applicable Liquidation Preference of such Share being converted plus any accrued but unpaid dividends payable on such Share divided by (y) as follows: (i) with respect to a conversion pursuant to clause (b)(1) (IPO), the lowest of (A) the applicable Adjusted Conversion Price as of the time of the conversion (B) 75% the price per share or deemed price per Share of Common Stock sold to the public in the IPO (calculated to the nearest one hundredth of a cent) and (C) the Valuation Cap (as defined below) (ii) with respect to a conversion pursuant to clause (a)(2) (Qualified Financing), the lowest of (A) the applicable Adjusted Conversion Price as of the time of the conversion, (B) 75% of the price per share paid in cash by investors for one share of the securities offered in the Qualified Financing (calculated to the nearest one-hundredth of a cent), and (C) the Valuation Cap, (iii) with respect to a conversion pursuant to clause (a)(3) (Qualified Sale), the lowest of (A) the applicable Adjusted Conversion Price as of the time of the conversion (B) 75% of the Per Share Qualified Sale Consideration and (C) the per share price equal to $200,000,000 divided by the number of shares of Common Stock outstanding immediately prior to the IPO, Qualified Financing or Qualified Sale transaction, as the case may be, on a fully-diluted basis (including any shares of Common Stock that are issuable upon conversion and/or exercise of any other securities) (the "**Valuation Cap**"); and (iv) with respect to a conversion pursuant to (a)(1) or clauses (b)(2), the applicable Adjusted Conversion Price as of the time of the conversion. .

The initial Liquidation Preference is $5,000 per Share, subject to adjustment as set forth in the Certificate of Designation.

For purposes of the foregoing, the initial Liquidation Preference is $5,000 per Share, subject to adjustment as set forth in the Certificate of Designation, and the "**Conversion Price**" of a Share shall initially equal $20.00, subject to adjustment as set forth in the Certificate of Designation; provided that, the Conversion Price for purposes of (i) converting Shares upon an IPO shall equal the lowest of (A) the Adjusted Conversion Price, (B) 75% of the price per Share or deemed price per Share sold to the public in the IPO, and (C) the Valuation Cap (ii) converting Shares upon the consummation of a Qualified Financing shall be the lowest of (A) the Adjusted Conversion Price, (B) 75% of the price per share of securities sold by Parler in the Qualified Financing and (C) the Valuation Cap and (iii) converting Shares upon the consummation of a Qualified Sale shall be the lowest of (A) the Adjusted Conversion Price, (B) 75% of the Per Share Qualified Sale Consideration and (C) the Valuation Cap.

The Shares will accrue an annual dividend at the rate of 7.0% of the price per Share. The dividend on the Shares shall accrue daily, beginning from the date of the issuance of the Shares, and will accrue until the conversion of the Shares. Dividends will be payable (entirely or partially) in cash when, as, and if declared by the Company's board of directors. Notwithstanding the foregoing, in the event of a Liquidity Event (as defined in the Certificate of Designation), conversion or sale occurs prior to the end of a year, the portion of dividends shall be paid with respect to such partial year. Dividends on the Shares will have preference over dividends payable in respect of any junior equity of the Company.

Piggyback Registration Rights

The Company will provide the Purchaser with at least 30 days' prior written notice before filing any registration statement with the SEC (excluding certain forms such as S-4 or S-8 or a registration statement relating to a firm commitment registered public offering of the Company's securities). If the Purchaser requests in writing within 20 days of such notice, the Company will, at its own expense (excluding underwriting discounts on Purchaser's shares), include all or a portion of the Purchaser's shares and warrant shares ("**Registrable Securities**") in the registration, using reasonable best efforts to ensure the registration statement becomes effective promptly. If the managing underwriter determines that including all requested Registrable Securities would adversely affect the offering, the Company will prioritize its own securities, with the Purchaser's Registrable Securities included to the extent permitted. The Company will also use reasonable best efforts to qualify the Registrable Securities for sale under applicable state securities laws as reasonably requested by the Purchaser, without being required to qualify to do business in any state where it is not otherwise required. The Company will keep the registration effective as needed for the Purchaser to complete sales, provide necessary copies of registration materials, and promptly notify the Purchaser of effectiveness, any stop orders, or material changes requiring updates to the prospectus. The Purchaser must suspend sales if notified of a material misstatement or omission until a corrected prospectus is provided. If the offering is underwritten, both the Company and Purchaser will enter into a customary underwriting agreement, including standard representations, warranties, and indemnities. For more information, see the form of Registration Rights Agreement attached hereto as Exhibit C.

Drag Along Rights

If holders of the Company's voting securities approve a sale of the Company in accordance with the Company's governing documents, the Company may require holders of the Preferred Shares to participate in the sale on a pro rata basis and on the same terms as the holders. Upon exercise of this drag-along right, the Company will provide notice to Series A Preferred holders, including transaction terms and required documents, with at least 20 days' notice before closing. Holders of Preferred Shares must execute and return the required documents within 10 days of receiving notice; if they fail to do so, the Company's CEO or CFO is authorized to execute such documents on their behalf under a power of attorney. Proceeds from the sale will be distributed to holders of Preferred Shares based on their holdings at closing. These rights also apply to any common stock issued upon conversion of Series A Preferred. A "Sale of the Company" includes (i) certain mergers or consolidations where the Company is a party and a change of control occurs, (ii) the sale or disposition of all or substantially all of the Company's assets, or (iii) a conversion event leading to a transaction described above. For more information, please see the Certificate of Designation attached hereto as Exhibit F.

The 2024 and 2025 SAFEs – Conversion Mechanics

- 2024 SAFEs (summary of conversion). As of the date of this Memorandum, the 2024 SAFEs remain outstanding and will automatically convert at this Offering's initial closing into Series A Preferred Stock, with price-based terms reflecting the SAFE conversion price (valuation cap of $1,000,000,000 or 80% of the cash price). See "Risk Factors—Risks Related to Dilution from Prior Convertible Instruments."

- 2025 SAFEs (summary of conversion; prior offering terminated). The 2025 SAFEs were issued in a prior private placement that terminated before the commencement of this Offering. As of the date of this Memorandum, certain 2025 SAFEs are outstanding. All 2025 SAFEs will automatically convert at this Offering's initial closing into Series A Preferred Stock, with price-based terms reflecting the SAFE conversion price (valuation cap of $750,000,000 or 80% of the cash price). See "Risk Factors—Risks Related to Dilution from Prior Convertible Instruments."

DESCRIPTION OF CERTAIN INDEBTEDNESS

Senior Loan.

On August 25, 2025, we entered into the Senior Loan in the original principal amount of $1,200,000 pursuant to a Loan and Security Agreement and Note with the Senior Lender. The Senior Loan has a maturity date of August 25, 2026 and bears interest at a rate of 0.00% per annum until the maturity date and thereafter bears interest at the default rate of 18.00% per annum. The Senior Loan is secured by a first-priority lien on substantially all of our assets, including our intellectual property, under a Loan and Security Agreement and an Intellectual Property Security Agreement, and is guaranteed by our subsidiaries under a Subsidiary Guaranty. Prepayment of the Senior Loan prior to maturity is not permitted without the Senior Lender's prior written consent. However, mandatory prepayment may be required, at the Senior Lender's option, if the gross proceeds of this Offering equal or exceed $11,200,000, at which time the Senior Lender may require full repayment within five business days after such threshold is met. In connection with the Senior Loan, we also issued a Warrant to the Senior Lender that allows the Senior lender to opt to convert all or part of the loan amount to shares of our Class A Common Stock at a 20% discount to the price per share in this Series A Preferred Stock Offering. The Senior Lender was also granted pro rata participation rights in future financings prior to an IPO in an amount equal to the loan principal, and piggy-back and demand registration rights. The Senior Loan documents contain customary representations, warranties, affirmative and negative covenants (including limitations on indebtedness, liens, asset transfers, changes in business and control, and restricted payments), and events of default (including payment defaults, covenant defaults, material adverse change, cross-defaults, judgments and misrepresentations). The loan documents are governed by New York law and include customary jury trial waivers and consents to jurisdiction.

Subordinated Loans.

On September 9, 2025, we entered into a subordinated secured term loan facility with an initial accredited individual investor (the "Subordinated Lender") in the principal amount of $1,200,000 pursuant to a Loan and Security Agreement and Subordinated Note (the "Subordinated Loan"), representing the first in a series of subordinated loans. The Subordinated Loan bears interest at 0.00% per annum through September 9, 2026 and thereafter at 18.0% per annum, and matures 365 days after the effective date, with a default rate of 18.0% per annum following an event of default. The Subordinated Loan includes (i) a $200,000 original issue discount payable at funding, (ii) a right, at the lender's option, to convert all or any portion of the outstanding loan into our equity securities at a 20% discount to the per-security price in this Offering, (iii) pro rata participation rights in our future financing transactions prior to an IPO in an amount equal to the loan principal, (iv) most-favored-nation protection with respect to more favorable terms granted in subsequent issuances, and (v) piggy-back and demand registration rights with respect to any conversion securities, in each case subject to the subordination terms described below. The Subordinated Loan is secured by a subordinated lien on substantially all of our assets (including our intellectual property) pursuant to a Loan and Security Agreement and an Intellectual Property Security Agreement and is expressly subordinated in right of payment and lien priority to the Senior Loan pursuant to an Intercreditor Agreement and the subordination provisions in the subordinated loan documents. If the gross proceeds of this Offering equal or exceed $11,200,000, the lender may, in its sole discretion, require full repayment (principal, accrued interest and other amounts then due) within five business days after such threshold is met. The loan documents contain customary affirmative and negative covenants and events of default. The loan documents are governed by New York law.

Through November 3, 2025, 12 additional lenders entered into subordinated one-year unsecured original issue discount term loans an aggregate principal amount of $607,200, with a 20% original issue discount. Each of these loans is subordinated in right of payment and lien priority to the Senior Loan and to the Subordinated Loan and all are governed by New York law.

PLAN OF DISTRIBUTION

The Company is Offering up to 10,000 Shares (or 20,000 Shares if the Overallotment Option is exercised in full) at a purchase price of $5,000 per Share. The Shares are being sold in a private offering and have not been registered under the 1933 Act. The Shares are being sold in reliance upon an exemption from registration provided by Section 4(a)(2) of the 1933 Act and Rule 506(c) of Regulation D promulgated thereunder, and exemptions under applicable state laws.

The Shares are being offered until a maximum of 10,000 Shares are sold (or 20,000 Shares if the Overallotment Option is exercised in full), or Parler decides to terminate the Offering in its sole discretion. The purchase price paid by investors for Shares shall be initially deposited with Wilmington Trust N.A. as the escrow agent (the "**Escrow Agent**") for this Offering. If Parler elects to accept the purchase of Shares by a prospective investor, Parler will instruct the Escrow Agent to deposit the purchase price held at such time in the escrow account to an account designated by the Company, and upon the deposit of the purchase price in the Company's bank account, the Closing of the sale of the Shares to such prospective investor will be consummated and the Shares will be issued to such investor. Following the initial Closing, additional Closings may take place at any time and from time to time at the discretion of Parler. If the Company elects to not consummate a Closing with respect to any proposed purchase of any prospective investor, Parler shall, or shall cause the Placement Agent to, notify the prospective investor of the Company's decision, and following such notice, Parler will instruct the Escrow Agent to refund the purchase price paid by such prospective investor to an account or accounts designated by such prospective investor in writing to the Escrow Agent. Upon refund of the purchase price to a prospective investor, Parler shall have no liability or obligation to the prospective investor in connection with this Offering or in connection with the decision to reject any proposed purchase of Shares. Parler may elect to terminate this Offering, at its sole and absolute discretion, at any time, with or without reason and without having to provide notice to any person.

The minimum initial capital contribution of a purchaser will be $5,000 to acquire one Share. The Shares are suitable for investment only by prospective investors who meet the qualifications of an "accredited investor," as defined in Regulation D promulgated under the 1933 Act, as described below under "*Investor Suitability Standards*."

Attached as Exhibit A to this Memorandum is a Subscription Booklet (the "**Subscription Booklet**") for persons interested in subscribing for the Shares. Persons subscribing for the Shares must complete and sign the Subscription Booklet and all attachments thereto and should send a credit card payment or wire transfer to the Escrow Agent in the amount of the investment proposed by such person. Once an investment has been received, Parler will determine whether to accept or reject the proposed investment. In the event that Parler rejects a proposed investment or any part thereof, the Company will cause the Escrow Agent to refund the funds received in the manner set forth above.

The Purchase Agreement, attached as Exhibit B to this Memorandum, sets forth certain terms and conditions regarding an investment in the Shares. In addition, the Purchase Agreement contains representations and warranties of the prospective investor that will be relied upon by us in complying with our obligations under the applicable securities laws. Therefore, utmost care should be taken in reading and completing the Purchase Agreement to ensure accuracy and completeness.

Placement Agent Compensation Related to This Offering

Parler has engaged Digital Offering, LLC as the Placement Agent with respect to the Offering. The Placement Agent may engage one or more sub-agents or selected dealers to assist in its marketing efforts. The Offering is being conducted on a "best efforts" basis, and the Placement Agent is not purchasing the Shares and is not required to sell any specific number or dollar amount of Shares in this Offering. In consideration for the Services provided by the Placement Agent, the Placement Agent shall be entitled to receive concurrently with each closing of the Offering, a cash placement fee (the "**Placement Fee**") equal to 7.5% of the gross proceeds of the Offering. In addition, on the date of each closing of the Offering, the Company will issue to Placement Agent a five-year agent warrant (the "**Agent Warrant**") for the purchase of a number of shares of Class A Common Stock that is equal to the quotient of three percent (3.0%) of the of the dollar amount of Shares sold at such Closing divided by the price per Share paid by investors for Shares sold at such Closing. The Agent Warrant will have an exercise price equal to the offering price of the Shares sold to investors in the Offering. The Agent Warrant will contain customary terms and conditions, including without limitation, provisions for cashless exercise and the Agent Warrant will be registered under the offering statement for the Offering. The Selling Agent's Warrants will be exercisable at a price equal to the offering price in connection with the Offering. The Selling Agent Warrants will contain customary terms and conditions, including provisions for customary piggyback registration rights. The Selling Agent's Warrants may be exercised as to all or a lesser number of Securities will provide for cashless exercise. The Selling Agent's Warrants underlying such warrants) in the event of a stock dividend, stock split or other reclassification of the Common Stock.

Parler will be responsible for paying or reimbursing the Placement Agent for all of its reasonable documented out-of-pocket expenses, without administrative fee or mark-up, directly related to the Offering including, without limitation, an accountable due diligence fee of $25,000 and reasonable legal costs up to an amount of $85,000.

In addition, Parler has agreed to indemnify the Placement Agent against certain liabilities under the 1933 Act.

Placement Agent Compensation Related to Prior Financings

We have agreed to pay the Placement Agent a cash fee equal to 7.5% of the gross proceeds of each of the Senior Loan and the Subordinated Loan and to issue to the Placement Agent warrants to purchase a number of shares of Series A preferred Stock equal to 3% of the principal amount of each such loan that is convertible into the Series A Preferred Stock, exercisable for five years, with cashless exercise, registration rights and full anti-dilution protection, at an exercise price equal to a 20% discount to the Series A Preferred Offering price.

Investor Suitability

General Considerations. Investment in the Shares involves substantial risks and is suitable only for persons with adequate financial means who can bear the economic risk of an investment in the Shares for an indefinite period of time. The Shares have not been registered under the 1933 Act or under applicable state securities laws and are being offered in reliance upon an exemption from registration provided by Section 4(a)(2) of the 1933 Act and Rule 506(c) of Regulation D promulgated thereunder as well as exemptions under state laws.

<u>THIS OFFERING WILL ONLY BE MADE TO INVESTORS WHOM PARLER CAN TAKE REASONABLE STEPS TO VERIFY ARE "ACCREDITED INVESTORS," AS THAT TERM IS DEFINED UNDER RULE 501(a) OF REGULATION D PROMULGATED UNDER THE 1933 ACT.</u>

Accredited Investor Status. The term "accredited investor" refers to any person or entity who comes within any of the following categories and who Parler takes reasonable steps to verify comes within any of the following categories, at the time of the sale of the Shares to such investor:

(i) Any natural person whose individual net worth or joint net worth with that person's spouse, at the time of purchase, exceeds $1,000,000 (including spouse's net worth and fair market value of the person's home furnishings and automobiles, but excluding from the calculation the value of the person's primary residence and the related amount of any indebtedness on primary residence up to the fair market value of the primary residence (any indebtedness that exceeds the fair market value of the primary residence must be deducted from the person's net worth));

(ii) Any natural person who had an individual income in excess of $200,000 in each of the two (2) most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income in the current year;

(iii) Any bank as defined in Section 3(a)(2) of the 1933 Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934; insurance company as defined in Section 2(13) of the 1933 Act; investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 ("**ERISA**"), if the investment decision is made by a plan fiduciary, as defined in Section 3(2) of ERISA, which is either a bank, savings and loan association, insurance company, registered investment advisor, or if the employee benefit plan has total assets in excess of $5,000,000 or if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(iv) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

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

(vi) Any Director or executive officer of Parler;

(vii) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506 of Regulation D;

(viii) Any entity in which all of the equity owners are accredited investors.

Investor Representations and Agreements

Each investor must make certain representations including, but not limited to, those to the general effect that such investor:

(i) has adequate means of providing for his or her current needs and possible personal contingencies, has no need for liquidity in his investment in the Shares, is able to bear the substantial economic risks of an investment in the Shares for an indefinite period, and, at the present time, can afford a complete loss of his, her or its investment;

(ii) does not have an overall commitment to investments which are not readily marketable that is disproportionate to his, her or its net worth, and that his, her or its investment in the Shares will not cause such overall commitment to become excessive;

(iii) is acquiring the Shares solely for his, her or its own account, for investment purposes only and not with a view toward resale, assignment or distribution thereof, and no other person has a direct or indirect, beneficial interest, in whole or in part, in such Shares;

(iv) is aware that the transferability of Shares will be subject to restrictions under the 1933 Act;

(v) has such knowledge and experience in financial, tax and business matters that he, she or it is capable of evaluating the merits and risks of an investment in the Shares;

(vi) is an "accredited investor" as defined above; and

(vii) is aware that Parler has not secured a placement agent or underwriter for a public offering as of the date of this Memorandum and Parler can make no assurance that it will be successful in listing its common stock on a national securities exchange following this Offering.

Additionally, each Investor will agree to the following:

(i) to provide verification of his, her or its accredited investor status.

THE SUITABILITY STANDARDS DISCUSSED ABOVE REPRESENT MINIMUM SUITABILITY STANDARDS FOR PROSPECTIVE INVESTORS. EACH PROSPECTIVE INVESTOR SHOULD DETERMINE WHETHER AN INVESTMENT IN THE SHARES IS APPROPRIATE FOR HIM, HER OR IT.

Restricted Securities and Limitations on Transferability

There is not now and there may not be in the foreseeable future any public market for the Shares. The Securities offered hereunder have not been registered under the 1933 Act or any state securities law. No resale or transfer will be permitted except in accordance with the provisions of the Purchase Agreement, the 1933 Act and applicable state securities laws. See "*Risk Factors*" for additional information.

Subscription Procedure

Subscribers for the Shares hereunder shall be required to deliver to the Placement Agent (Digital Offering) via the electronic portal www.invest.parler.com or by email to parler@digitaloffering.com, the following documents:

(a) One dated and executed Subscription Booklet that incorporates the Purchase Agreement and Investor Questionnaire;

(b) Credit card payment or wire transfer payable to of "WILMINGTON TRUST, N.A. as Escrow Agent for Parler Technologies, Inc." in the amount of $5000 for each Share subscribed for, with a minimum purchase of one Share for a purchase price of $5000.

(c) For investors who choose to pay by wire should wire funds to the following address:

Wilmington Trust Company
ABA #: 031100092
A/C #: 180672-000
A/C Name: Parler Technologies, Inc Escrow [FBO: INVESTOR NAME]

International Wires:

M&T
Buffalo, New York
ABA: 022000046
SWIFT: MANTUS33
Beneficiary Bank: Wilmington Trust
Beneficiary ABA: 031100092
A/C #: 180672-000
A/C Name: Parler Technologies, Inc Escrow [FBO: INVESTOR NAME]

Bank Address:

Wilmington Trust
1100 North Market Street
Wilmington, DE 19890
Attn: Workflow Management

Company Address:

Parler Technologies, Inc.
5700 Tennyson Pkwy Suite 200,
Plano TX 75024

(d) For investors who choose to pay by physical check made payable to WILMINGTON TRUST, N.A. as Escrow Agent for Parler Technologies, Inc. in the amount of $5000 for each Share subscribed for, with a minimum purchase of one Share for a purchase price of $5000 and must be mailed to:

Parler Technologies, Inc. Escrow
c/o Wilmington Trust
1100 North Market Street

Wilmington, DE 19890

Attn: Workflow Management.

No Subscription Booklets are to be sent to the Escrow Agent Wilmington Trust. Any Subscriptions sent to Wilmington will not be accepted and will not be returned.

(e) Investors who wish to complete the Subscription Booklet by mail, may do so by requesting an electronic company by contacting the Placement Agent at parler@digitaloffering.com and emailing a completed Subscription Booklet to parler@digitaloffering.com or physically mailing a copy to Digital Offering LLC, 1461 Glenneyre Street, Suite D, Laguna Beach, CA 92651.

For subscribers that choose to pay with a credit card, the Company will pay credit card processing fees (4.0% + $0.30 per swipe) plus any charge back fees or expenses and 1.0% + $5.00 for each ACH transfer fee to all purchasers in lieu of charges to investors.

Certificates for the Shares will not be printed; the Shares will be kept in book-entry format with Equity Stock Transfer, LLC, the Company's transfer agent, unless separately requested and paid for by the investor.

Subscriptions are not binding until accepted. The Company reserves the right to reject any subscription in our sole discretion and will reject a subscription from a subscriber that we believe, in our sole discretion, does not meet the suitability standards for this Offering. See the section in this Private Placement Memorandum titled "*Investor Qualifications*." In such an event, any funds received from such subscriber will be promptly returned without interest thereon or deduction therefrom. We also reserve the right to allocate any lesser number of Shares than the number for which a prospective investor has subscribed, in which event, we will return any excess subscription payment to the subscriber without interest thereon or deduction therefrom.

A person may subscribe for purchase of the Shares by completing both the Subscription Agreement and Investor Questionnaire, each of which is annexed hereto as an exhibit, and delivering such executed documents, together with payment of the subscription price, to the Company. The subscription price must be paid in U.S. dollars, by mail or wire transfer in accordance with instructions from us.

Marketing Services

Parler has engaged MZ Digital to create and manage a platform centered around building, launching, marketing, managing and scaling Parler's investor engagement. Parler has agreed to pay MZ Digital a fee of $12,000 per month for a term of six months and to issue to MZ Digital 20 shares of its Series A Preferred Stock.

RISK FACTORS SUMMARY

Our business is subject to significant risks and uncertainties that make an investment in us speculative and risky. Below we summarize what we believe are the principal risk factors but these risks are not the only ones we face, and you should carefully review and consider the full discussion of our risk factors in the section titled "Risk Factors", below together with the other information contained in this Memorandum, before you decide to buy the Shares. If any of the following risks actually occur, our business, reputation, financial condition, results of operations, revenue and future prospects would likely suffer and you could lose all or part of your investment in the Shares. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that adversely affect our business. As used in this section, all references to the "Company" includes Parler Technologies, Inc. and its wholly owned subsidiaries, Sanapptx, LLC and PCSH Group LLC.

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Investing in our Shares involves a high degree of risk. These risks and uncertainties include, but are not limited to:

Risks Related to Our Indebtedness

- We have outstanding senior and subordinated secured indebtedness with covenants and events of default that could restrict our operations and, upon a default, permit foreclosure on substantially all of our assets.
- At each lender's option, we must use 10% of the gross Series A proceeds to prepay the bridge loans and, if gross proceeds equal or exceed $11.2 million, either lender may require full repayment within five business days, reducing funds available for our business.
- Each bridge loan is convertible, at the holder's option, into the Series A securities at a 20% discount, and any conversion will dilute investors in this offering.
- The bridge lenders have most-favored-nation protections and pro rata participation rights in future financings prior to an IPO, which could lead to additional dilution or require us to offer more favorable terms in subsequent transactions.
- The subordinated bridge loan is expressly subordinated to the senior bridge loan and subject to intercreditor standstill and turnover provisions, which may constrain our liquidity and flexibility in a distress scenario; both loans are secured by liens on substantially all of our assets (including intellectual property).

Risks Related to Dilution from Prior Convertible Instruments

- Outstanding 2024 and 2025 SAFEs will convert at the initial closing at formula prices that may be below the Series A cash price (2024 cap $1,000,000,000; 2025 cap $750,000,000; or 80% of cash price), causing dilution; SAFEs are illiquid and restricted; holders have limited rights prior to conversion; and side-letter rights (pro rata, MFN, information rights) could affect allocations and terms in future financings.

Risks Related to Our Business and Strategy

- As an early-stage company building a sovereign, full-stack technology ecosystem, we face substantial execution, financing, operational, and market adoption risks that could result in the loss of all or part of an investment.

- Our limited operating history and our management's limited track record running multiple complex businesses at scale make forecasting growth, profitability, and cash needs difficult and increase the likelihood of setbacks.
- Scaling integrations across social, streaming, commerce, payments, cloud, CDN, and blockchain introduces substantial technical, vendor, regulatory, and partner risks that could cause instability, delays, higher costs, and reduced adoption.
- Our newly formed JV with Cloud Payments to integrate patented wallet technology and fintech infrastructure into the Parler ecosystem introduces operational, regulatory, governance, and vendor-dependency risks. Delays in integration, partner non-performance, loss or limitation of required licenses or IP rights, or adverse payments/digital-asset regulatory developments could disrupt services, increase costs, impede monetization, and materially harm our business and results of operations.
- Failure to finalize a definitive agreement with KBBAT LLC on acceptable terms—or at all—could materially delay or diminish the expected merchant adoption and brand acceleration for Cartix, and our related projections and economics (including potential equity allocation and revenue-share arrangements) may not be realized.
- Our minority investment in Amaze (public company) will be in restricted stock subject to resale constraints and market volatility, may cause earnings swings from fair value remeasurement of the equity and hard-to-value warrants, may face tranche-closing and dilution risks (including Amaze's option to take our preferred shares in lieu of cash), and may not deliver anticipated commercial benefits.
- Our ability to sustain user growth, engagement, and monetization is uncertain, and we may not achieve or maintain profitability due to competition, market maturation, platform dependencies, and the economics of creator agreements.
- We may invest significantly in product development and market expansion without achieving anticipated revenue or growth, which could exacerbate losses relative to comparable companies.
- The unique nature of our owned-stack technology may hinder rapid response to shifting product trends and consumer preferences, risking lower sales, excess inventory, and reduced margins in commerce-related initiatives.
- Adoption of our blockchain and wallet products depends on achieving sufficient user, merchant, and developer traction; failure to realize network effects could materially hinder ecosystem utility and long-term prospects.
- Managing multiple high-growth verticals simultaneously strains resources and leadership, and underperformance in one component could impair our broader cross-platform value proposition.
- We anticipate needing significant additional capital to scale infrastructure, obtain licenses, acquire customers, and fund working capital, and financing may not be available on acceptable terms.
- Our business depends on open internet access, and changes to net neutrality rules or discriminatory practices by ISPs and gatekeepers could increase costs, impair access, and reduce traffic and revenue.

- Rapid innovation and entrenched incumbents across blockchain, social, streaming, ecommerce, payments, cloud, CDN, and ads could out-innovate us, pressure pricing, restrict distribution, and reduce market share.
- Volatility and adverse developments in digital assets could reduce confidence in blockchain ecosystems and materially impair adoption of our native blockchain protocol (Optio Blockchain) and Kyvo Wallet.
- Macroeconomic uncertainty, inflation, geopolitical conflict, and reduced consumer discretionary spending could weaken demand for our products and services and compress margins.
- Strategic marketing, sponsorships, and partnerships may not deliver durable user activity or revenue, creating fixed costs without adequate returns.
- Our KPIs and operating metrics may be inaccurate or evolve over time due to platform changes, privacy settings, bots, and methodology shifts, potentially harming credibility with stakeholders.
- We are a target for cyberattacks, and data breaches or security incidents could cause service disruptions, legal exposure, regulatory actions, and reputational harm.
- Our reliance on third-party technologies and vendors, including open-source components, creates operational, licensing, and security risks that could disrupt service or increase cost.
- Our owned-stack software and complex integrations may contain defects or vulnerabilities that are costly to remediate and could surface under production load.
- Evolving privacy restrictions, ad blocking technologies, and reduced signal availability may impair advertising targeting, measurement, and monetization.
- Our ability to develop and prove ad effectiveness tools is critical to advertiser demand; inferior tools or inconsistent results could limit ad revenue growth.
- Loss of key personnel or failure to attract and retain qualified talent, including engineering, compliance, security, data science, and product roles, could harm operations and strategy execution.
- Our platforms depend on user-generated content; declines in content supply or perceived value could reduce user growth, engagement, and advertiser interest.
- Loss of existing content creators or failure to recruit new creators—especially if competing platforms change moderation policies—could materially harm growth and financial performance.
- Inauthentic or fraudulent user activity may inflate performance indicators and damage credibility, despite mitigation efforts.
- Our ecommerce partnerships expose us to brand, product liability, tax, competition, supply chain, and payment risks that could adversely affect business and reputation.
- If we fail to develop and sustain platform audiences, or if social/streaming industry trends turn negative, we could face write-downs and weakened prospects.
- Our moderation approach may be criticized as too permissive or too restrictive, leading to user, advertiser, or gatekeeper backlash, increased costs, or legal exposure.
- Talent shortages, immigration limits, and remote work dynamics may aggravate recruitment and retention challenges.

- Dependencies on payments, banks, identity, hardware, data centers, carriers, and app stores create concentration and continuity risks that could materially affect operations.
- Gatekeepers and distribution channels can restrict access or reduce discoverability through policy changes, ranking shifts, or in-app payment mandates, impeding growth.
- Catastrophic events, including climate-related disruptions, pandemics, or energy constraints, may impair infrastructure availability, increase costs, and reduce performance.
- We will require additional financing to execute our strategy; failure to obtain funding on acceptable terms could force cutbacks that impair growth and reduce enterprise value.
- Rapid growth may strain controls, systems, and personnel, and failure to manage growth effectively could lead to losses and operational weaknesses.
- Our insurance may be inadequate to cover significant exposures, and lack of business interruption coverage increases financial vulnerability.

Risks Related to Our Intellectual Property

- Our business depends on protecting and monetizing our trademarks, copyrights, and proprietary technology, which may be increasingly difficult amid global infringement risks and costly enforcement.
- Advances in generative AI and widespread unauthorized copying may diminish our ability to protect content, enforce rights, and realize full asset value.
- We may face increased claims of IP infringement as our profile grows, and defending such claims could be costly, uncertain, and distracting, potentially forcing unfavorable licensing or operational changes.
- As a media distributor, we face potential liability for defamation, privacy violations, negligence, and IP infringement based on the nature of distributed content, which may exceed insurance coverage.

Risks Related to Our Regulatory Environment and Technology

- We operate under complex, evolving laws across privacy, cybersecurity, youth safety, consumer protection, advertising, competition, accessibility, tax, sanctions, export controls, AI governance, and sectoral rules, increasing compliance costs and legal risk.
- Cross-border data transfer limits and localization mandates may increase operational complexity, cost, and potential service disruption.
- Our Kyvo payment system implicates money transmission licensing, card network rules, NACHA, sanctions, escheatment, and consumer protection obligations, including risks arising from partners' noncompliance.
- Regulatory uncertainty around digital assets could force material operational changes, trigger registration or compliance obligations, or lead to enforcement actions affecting the Optio token and wallet.
- A determination that the Optio token is a security, commodity, or other regulated product could impose extensive, costly requirements, restrict trading, and create rescission or liability risks.
- AML, KYC, and sanctions obligations for our wallet and blockchain payments impose significant compliance burdens and potential civil/criminal exposure for failures or lapses.

- Expanding payment options increases exposure to fees, fraud, PCI DSS requirements, and evolving electronic funds transfer rules that may be costly or difficult to meet.
- Tokenized features, custody, staking, stablecoin integrations, and bridges may introduce additional regulatory, operational, and counterparty risks requiring changes to economics and product design.
- Heightened content regulation, including the EU DSA and emerging U.S. and global regimes, could increase moderation costs, liability exposure, and risk of fines, throttling, or access restrictions.
- We may face litigation or regulatory scrutiny over user-generated content, advertising practices, endorsements, IP, and consumer protection in social, streaming, and live commerce contexts.
- Product and UI changes required for consent and content rules may adversely affect user growth and engagement.

Risks Related to Our Securities

- Nevada anti-takeover statutes could delay or discourage acquisition attempts, potentially limiting opportunities for stockholders to realize a premium.
- As a private company not subject to Sarbanes-Oxley, we lack public-company-grade financial controls and procedures, which could increase the risk of deficiencies or inaccuracies.
- We may have inadequate internal controls over financial reporting, and inherent limitations in control systems could allow errors or fraud that materially harm us.

Risks Related to this Offering

- Investing in the Shares is highly speculative and could result in the loss of your entire investment.
- The preferred stock offered is unregistered and relies on exemptions that could later be challenged, potentially leading to rescission liability and material adverse effects.
- No regulator has reviewed the adequacy or fairness of the disclosures or terms, and exemptions depend on the accuracy of investor representations.
- There is no public market for the Shares, transfers are restricted, and investors should expect to hold for an indefinite period without liquidity.
- We do not expect to pay dividends on common stock in the foreseeable future; the planned 7% preferred dividend is not guaranteed and may be modified or suspended.
- Future equity or convertible issuances could materially dilute investors; debt financing may impose restrictive covenants and security interests.
- There is no guarantee of return; investors should be able to afford a complete loss of investment.
- Our board may change business policies without stockholder approval, and there are no limits on compensation or distributions that could reduce funds available to invest.
- Management has broad discretion over use of proceeds, which may not yield returns and may be invested in assets that produce losses or no income.
- This is a best-efforts, no-minimum offering; if we sell fewer Shares, our ability to execute our growth strategy may be impaired and investor risk increases.

- The fixed offering price may not reflect our asset value, and the Offering can be terminated at any time without refund of previously used proceeds.
- Even if the Offering succeeds, we may require additional capital that could be unavailable or highly dilutive; adverse market conditions may frustrate financing or liquidity events.
- Private placements entail illiquidity, long holding periods, high risk tolerance requirements, and potential total loss.
- Paying by credit card adds transaction fees, interest, and other risks that may reduce returns and damage credit standing if payments are missed.
- A majority of our voting stock is controlled by our Chairman, whose interests may diverge from other investors; the Shares in this Offering have no voting rights.
- A dual-class capital structure is expected to concentrate voting control with our Chairman and could negatively affect market perception, liquidity, and valuation.
- We may be excluded from certain exchanges due to our capital structure, limiting liquidity; there is no assurance of a public offering or other liquidity event.
- Market conditions may preclude an IPO or other exit, and we cannot predict which, if any, exit strategies will be available.

Risks Related to Becoming a Public Company

- If we complete an IPO, we will incur significant costs, management attention, and uncertainty to implement public company controls, disclosures, and governance practices.
- Compliance with Section 404 will require substantial resources, and we may identify material weaknesses that reduce investor confidence and access to capital.
- As an emerging growth and/or smaller reporting company, we may rely on reduced disclosures and auditor attestation exemptions that some investors view unfavorably, increasing volatility.
- We currently lack sufficient accounting and cybersecurity personnel with public company expertise, increasing the risk of control deficiencies and noncompliance.
- Our stock may experience extreme volatility, low float dynamics, wide bid-ask spreads, and limited analyst coverage that could disconnect trading price from fundamentals.
- Absence or cessation of analyst coverage, or unfavorable reports, could reduce liquidity and depress our stock price following a public listing.

RISK FACTORS

An investment in our Shares involves a high degree of risk. You should carefully consider the following risk factors and the other information in this Memorandum before investing in our securities. Our business and results of operations could be seriously harmed by any of the following risks. The risks set out below are not the only risks we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results. If any of the following events occur, our business, financial condition and results of operations could be materially adversely affected. In such case, the value of our securities could decline, and you may lose all or part of your investment.

Risks Related to Our Indebtedness

Our existing secured indebtedness could adversely affect our financial condition and results of operations and may limit our flexibility.

We have incurred $1,200,000 of senior secured indebtedness to the Senior Lender and $1,200,000 of subordinated secured indebtedness to the Subordinated Lender. The Senior Loan is secured by a first-priority lien on substantially all of our assets (including intellectual property) and guaranteed by our subsidiaries. The Subordinated Loan is secured by a subordinated lien on substantially all of our assets and is expressly subordinated in right of payment and lien priority to the Senior Loan. The loan documents contain customary covenants that limit, among other things, our ability to incur additional indebtedness, grant liens, dispose of assets, change our business or control, or make certain payments, and include customary events of default. If we fail to comply with these covenants or otherwise default, the lenders could accelerate the indebtedness and foreclose on our assets, which would have a material adverse effect on our business, financial condition and results of operations.

Conversion features in our bridge loans will cause dilution and may create downward pressure on the value of our securities.

Each of the Senior Loan and the Subordinated Loan is convertible, at the holder's option, into the securities offered in this Offering at a 20% discount to the price paid by investors in this Offering. Any such conversion will result in the issuance of additional equity securities at a discount, diluting investors in this offering. In addition, each lender holds pro rata participation rights in future financings prior to an IPO and most-favored-nation protection with respect to more favorable terms granted in subsequent issuances, which could further increase dilution or require us to extend more favorable terms to such lenders in future transactions.

We may be required to use a portion of the proceeds of this offering to prepay our bridge loans, reducing the funds available for our business.

At the option of each lender (and, in the case of the Subordinated Loan, subject to the intercreditor arrangements in favor of the Senior Lender), we are obligated to apply 10% of the gross proceeds of this Offering to prepay such bridge loan within five business days after receipt. If gross proceeds equal or exceed $11,200,000, either lender may require full repayment of its loan (principal, accrued interest and other amounts then due) within five business days after such threshold is met. These required prepayments will reduce the net proceeds available to fund our operations and growth initiatives.

The subordination of the Subordinated Loan could adversely affect the rights of that lender and create constraints on our liquidity.

The Subordinated Loan is subject to a subordination and intercreditor agreement in favor of the Senior Lender that restricts payments to the subordinated lender until the Senior Loan is paid in full and limits the subordinated lender's ability to enforce remedies. These restrictions could limit our flexibility in negotiating amendments or refinancing terms and may result in complex and time-consuming processes in a distress scenario.

Risks Related to Dilution from Prior Convertible Instruments

Material dilution and pricing disparity risk from conversion of outstanding SAFEs at formula prices that may be below the Series A Preferred Stock cash price.

Upon the initial closing of this Offering, the 2024 SAFEs will convert at the lesser of a $1,000,000,000 valuation-cap–implied price or 80% of the cash price, and the 2025 SAFEs will convert at the lesser of a $750,000,000 valuation-cap–implied price or 80% of the cash price. These conversions will dilute other equity holders, and the extent of dilution will depend on the number of SAFEs that convert. Prior to conversion, SAFE holders generally lack voting and other governance rights, and the SAFEs and any securities issued upon conversion are "restricted securities" subject to transfer limitations unless registered or exempt. Side-letter rights held by some 2025 SAFE investors (including pro rata participation, MFN, and information rights) could increase allocation pressure in future financings, create heterogeneous rights among investors, and affect dilution dynamics. Conversion outcomes depend on defined terms (including fully diluted capitalization) and may be affected by subsequent equity issuances, options, warrants, or other convertible instruments and corporate actions; the 2025 SAFEs also include a fallback election if no qualifying liquidity event occurs by December 31, 2026, as described in the applicable agreements.

Risks Related to Our Business and Strategy

Investments in small businesses and early-stage companies like ours are often risky.

We are building a sovereign, full-stack technology ecosystem that integrates social, streaming, commerce, payments, cloud, content delivery, and blockchain. Our management team has limited track record operating these businesses in combination at the scale and complexity we envision, and investors have limited operating history by which to evaluate our prospects. As a result, forecasting growth, profitability, and cash needs is difficult, and setbacks in execution could adversely affect our business, financial condition, and results of operations.

As a small, emerging company, we are subject to risks typical of early-stage businesses, including dependence on key personnel and vendors, potential difficulty accessing capital on favorable terms, and sensitivity to macroeconomic conditions that can affect demand for our products and services. If we are unable to execute our strategy, retain critical talent, or secure sufficient funding when needed, investors could lose part or all of their investment.

Our growth depends on scaling and hardening integrations across our ecosystem, which may not proceed as planned.

While we have implemented core connections among the Optio Blockchain, Kyvo Wallet, and our owned infrastructure (Triton Cloud and Edgecast CDN) with application-layer platforms such as

Parler, PlayTV, and Cartix, continued rollout, performance tuning, and compliance gating remain significant undertakings. Execution risks include defects under production load for high-volume video and live commerce, payment-rail dependencies (banks, processors, and card-network or NACHA rules), KYC/AML and custodial controls, app-store policy or in-app payment changes, and partner integrations (including commerce integrations like Amaze) that may be delayed, revised, or not consummated. Any of these issues—together with adverse user perceptions of instability—could slow or limit adoption, increase costs, defer revenue, require product changes, or impair our competitive position.

We rely on a newly formed joint venture with Cloud Payments, LLC for core wallet and payments capabilities, creating operational, regulatory, governance, and dependency risks that could materially and adversely affect our business, financial condition, and results of operations.

Our business will depend, in part, on the successful execution of our joint venture, or JV, with Cloud Payments, LLC, and if the JV does not perform as expected, our growth prospects, financial condition, and results of operations could be adversely affected. The JV is intended to integrate Cloud Payments' patented digital wallet technology and fintech infrastructure with our ecosystem and front-end capabilities to support fiat and digital asset transactions and decentralized rewards via the Optio Blockchain. Realizing these objectives requires successful technology integration, coordination of product roadmaps, and compliance with payments and digital-asset regulatory frameworks. Any delays, defects, regulatory restrictions, or cost overruns could reduce adoption, increase expenses, defer revenue, or require changes to product design and economics.

The JV creates operational and governance dependencies and the potential for conflicts of interest. Although the JV is governed by a mutually appointed Board of Directors, disagreements over strategy, product scope, commercialization, budget, vendor selection, or compliance priorities could result in delays, sub-optimal outcomes, or deadlock. The parties may have divergent incentives over time regarding investment levels, risk tolerance, revenue allocation (including the equal sharing of transactional fee profits post-expenses), branding, or replacement of third-party solutions. The JV's ability to secure and maintain required bank, card-network, processor, and compliance partnerships may depend on Cloud Payments' performance and licenses; failures by JV partners or vendors could disrupt services or transfer liability to us.

The JV also entails intellectual property, licensing, and continuity risks. The JV's roadmap leverages Cloud Payments' patents, know-how, and integrations alongside our front-end, distribution, and Optio Blockchain features. If licenses or rights necessary for the JV were limited, terminated, contested, or narrowed, or if either party experienced financial distress, strategic realignment, or a change in control, the JV could be impaired or require costly transitions to alternative solutions. In addition, regulatory developments affecting money transmission, card-network rules, KYC/AML, sanctions, custody, or the legal status of digital assets could impose new obligations on the JV, constrain features, slow deployment, or increase operating costs. Any of the foregoing could materially and adversely affect our business, reputation, and prospects.

Reliance on Non-Binding MOU; Uncertainty of Definitive Agreement

Our planned partnership with KBBAT LLC remains subject to negotiation and execution of a definitive agreement and may not be consummated on acceptable terms or at all. The August 2025 Memorandum of Understanding is non-binding and key commercial terms—including scope of services, deliverables, performance thresholds, approval rights, intellectual property and publicity usage, compensation mechanics (including the potential allocation of up to 1,000,000 shares of our Class A Common Stock to KBBAT and a 2% share of Cartix Sales Revenue from retained transaction fees), timelines, and termination rights—are subject to final documentation and customary conditions. Delays, renegotiation, or failure to finalize the agreement could reduce or eliminate the anticipated advisory, promotional, and marketing support associated with Kevin Harrington and Brandon T. Adams, negatively affecting brand visibility, merchant recruitment, and the pace of Cartix adoption. In that event, our expectations that Cartix will onboard more than 50,000 products by the end of 2026 and offer merchants compensation rates we believe will be approximately 20% higher than existing platforms may not be achieved on the anticipated timeline or at all. We may incur opportunity costs, require incremental spending to source alternative partners, or adopt less favorable economic terms, any of which could adversely affect our business, results of operations, and growth prospects.

***Our planned minority investment in Amaze involves significant risks, including market and price volatility, resale and liquidity constraints applicable to restricted stock, valuation uncertainty for the warrants, earnings volatility from fair value remeasurement, and execution dependency, and later tranches may not close on anticipated terms or timing*.**

We will not control Amaze and may have limited information or influence over strategic and operational decisions that affect the value of our investment. Although Amaze is a public company, the Amaze common shares we acquire will be restricted securities and subject to transfer limitations under U.S. securities laws; as a result, our ability to resell may be limited by holding periods, volume caps, manner-of-sale conditions, market windows, insider-trading blackout periods, and overall market liquidity, and we may be unable to sell when, or at prices, we desire. Under applicable U.S. GAAP, our Amaze common stock and warrants may be measured at fair value with changes recognized in earnings, which could introduce volatility to our results (for example, from market price movements in the common stock and from model-based valuations for the warrants). The warrants may be difficult to value and could expire worthless. The investment is subject to customary closing conditions and will occur in multiple tranches; any failure to satisfy conditions, renegotiation, delay, or termination of subsequent closings could reduce the scope or expected benefits of our business relationship with Amaze. At Amaze's option, substituting our Series A Preferred Stock for cash in later tranches could increase dilution to our existing stockholders and reduce our financial flexibility. Moreover, anticipated commercial benefits from technical integration and go-to-market collaboration may not materialize, may take longer than expected, or may require incremental costs that offset expected returns.

We may not continue to grow or maintain our active user base, may not be able to achieve or maintain profitability, and may not be able to scale our systems, technology, or infrastructure effectively or grow our business at the same or similar rate as other comparable companies.

The growth of our user base, as measured by our current key performance metrics, including monthly active users (MAUs), may not be sustainable and should not be considered indicative of future levels of active viewers and future performance. In addition, we may not realize sufficient revenue to achieve or, if achieved, maintain profitability. As we grow our business, our revenue growth rates may slow or reverse in future periods due to several reasons, which may include slowing demand for our services, increasing competition, a decrease in the growth of our overall market, an inability to scale our systems, technology or infrastructure effectively, and the failure to capitalize on growth opportunities or the maturation of our business. We may incur losses in the future for several reasons, including insufficient growth in the level of engagement, a failure to retain our existing level of engagement, increasing competition, the failure to continue to attract content creators with large followings, the payment of fixed payment obligations to content creators who join our platform that turn out to be unprofitable over the term of the applicable contract as a result of actual performance that does not meet our original modeled financial projections for that creator, the unavailability of certain popular content creators for extended periods of time due to personal or other reasons, as well as other risks described in these "Risk Factors," and we may encounter unforeseen expenses, difficulties, complications and delays and other unknown factors. We expect to continue to make investments in the development and expansion of our business, which may not result in increased or sufficient revenue or growth, including relative to other comparable companies, as a result of which we may not be able to achieve or maintain profitability.

Our success depends on our ability to identify, originate, and define trends within the social media, video streaming, e-commerce, fintech and fintech industries, as well as to anticipate, gauge, and react to changing consumer preferences in a timely manner. However, the unique nature of our sovereign owned stack technology may make it more difficult for us to respond rapidly to new or changing product trends or consumer preferences. If we are unable to introduce new products and features in a timely manner, or our new products and features are not accepted by our customers, our competitors may beat us to market by introducing similar products and features in a timelier fashion, which could hurt our goal to be viewed as a leader in providing a functioning digital ecosystem.

Our investment in the release of new products may not receive consumer acceptance, as consumer preferences could shift rapidly to different types of styles or iconic connections, and our future success depends in part on our ability to anticipate and respond to these changes. Our sourcing experience and experience in anticipating consumer preferences in the past may not help us predict or anticipate consumer preferences in the future, or in other categories. If we fail to anticipate accurately and respond to trends and shifts in consumer preferences, we could experience lower sales, excess inventories, or lower profit margins, and most likely all three, any of which could have an adverse effect on our results of operations and financial condition.

The success of the Company's blockchain and wallet products depends heavily on user, merchant, and developer adoption, which may not occur at the scale required.

The Company's strategy relies on widespread adoption of the Optio Blockchain and Kyvo Wallet by consumers, creators, merchants, and third-party developers. Ecosystem growth depends on user perception of the utility, liquidity, and reliability of the Company's products relative to competing offerings. If adoption rates fail to materialize, or if early users discontinue engagement, the Company may be unable to generate sustainable network effects, resulting in reduced demand for its services and diminished long-term prospects. There can be no assurance that the Company's projections regarding merchant onboarding, developer participation, or user engagement will be realized.

We may not successfully execute across multiple high-growth verticals simultaneously.

Our organizational structure is becoming more complex as we scale our operational, financial, and management controls, as well as our reporting systems and procedures, and expand internationally. Managing product roadmaps, compliance, infrastructure, and support for diverse businesses strains resources and leadership bandwidth. Failure or delay in one vertical (e.g., Kyvo, Cartix, or Optio) can undermine cross-platform value propositions and deter ecosystem participants. Scaling storage, computing, and edge capacity for high-volume video and live commerce is complex, and failure to meet peak loads could drive users and merchants elsewhere.

We may require additional capital to fund operations and growth, and financing may not be available on acceptable terms.

To manage growth in our operations and personnel, we will need to continue to grow and improve our operational, financial, and management controls and our reporting systems and procedures. We will require significant capital expenditures and the allocation of valuable management resources to grow and change in these areas. Our expansion has placed, and our expected future growth will continue to place, a significant strain on our management, customer experience, research and development, sales and marketing, administrative, financial, and other resources. We anticipate that significant additional investments will be required to scale our operations and increase productivity, to address the needs of our customers, to further develop and enhance our products and services, including our cloud services business, to expand into new geographic areas and to scale with our overall growth. Scaling infrastructure, obtaining regulatory licenses, acquiring customers, and supporting working capital may require capital beyond projected cash flows.

If additional investments are required due to significant growth, this will increase our cost base, which will make it more difficult for us to offset any future revenue shortfalls by reducing expenses in the short term. Equity or convertible financing could be dilutive; debt financing could include restrictive covenants or be unavailable at reasonable cost, particularly in periods of market stress.

Our business depends on continued and unimpeded access to our content and services on the internet. If we or those who engage with our content experience disruptions in internet service, or if internet service providers are able to block, degrade or charge for access to our content and services, we could incur additional expenses and the loss of traffic and advertisers.

Our products and services depend on the ability of users to access our content and services on the internet. Currently, this access is provided by companies that have significant market power in the broadband and internet access marketplace, including incumbent telephone companies, cable companies, mobile communications companies and government-owned service providers. Laws or regulations that adversely affect the growth, popularity or use of the internet, including changes to laws or regulations impacting internet neutrality, could decrease the demand for our products or offerings, increase our operating costs, require us to alter the manner in which we conduct our business and/or otherwise adversely affect our business. We could experience discriminatory or anti-competitive practices that could impede our growth, cause us to incur additional expense or otherwise negatively affect our business. For example, paid prioritization could enable internet service providers, or ISPs, to impose higher fees and otherwise adversely impact our business. Internationally, government regulation concerning the internet, and in particular, network neutrality, may be developing or may not exist at all. Within such an environment, without network neutrality regulations, we could experience discriminatory or anti-competitive practices that could impede both our and our customers' domestic and international growth, increase our costs or adversely affect our business.

The markets in which we operate—particularly blockchain and digital assets—are characterized by fast-moving innovation and entrenched incumbents, which could render aspects of our technology less relevant and pressure our growth.

In blockchain, frequent advances in protocols, consensus models, and scalability solutions and the frequent emergence of new decentralized applications, together with strong ecosystems like Ethereum, Solana, Polygon, and Avalanche, create high adoption thresholds. If the Optio Blockchain does not achieve the scalability, interoperability, security, or developer traction required, or if regulatory or market preferences shift toward alternative protocols, our technology could become less competitive and our ecosystem utility could decline.

We also face powerful competition across social, streaming, e-commerce, payments, cloud, CDN, and advertising from well-funded incumbents with larger user bases, deeper resources, and control over distribution channels. Changes by mobile OS and app-store providers, search engines, browsers, or OEMs can degrade discoverability, constrain in-app monetization, or favor their own products. Advertiser demand for advanced targeting and measurement, evolving privacy restrictions that reduce available signals, and creators seeking guarantees or advances we cannot economically match may further pressure yield and acquisition. If we cannot keep pace with technological change, developer and user expectations, and competitor pricing or product strategies, we could experience reduced adoption and engagement, pricing pressure, delayed monetization, and loss of market share.

The cryptocurrency and blockchain markets are highly volatile, and adverse developments in the broader digital asset sector could impair adoption of the Company's products and services.

The market for blockchain networks and cryptocurrencies has been marked by extreme fluctuations in price, trading volume, and public perception. High-profile security breaches, insolvencies of exchanges, regulatory enforcement actions, or rapid declines in asset values have historically shaken investor and consumer confidence in the industry. The Optio token and the Company's blockchain ecosystem are not insulated from these market dynamics. A sharp decline in digital asset valuations, or loss of public confidence in cryptocurrency more broadly, could materially reduce adoption of the Optio Blockchain and Kyvo Wallet, impair the attractiveness of tokenized engagement mechanisms, and negatively impact the Company's revenues and growth prospects.

Economic uncertainty in our key markets may affect consumer purchases of discretionary items, which may adversely affect demand for our products.

Factors affecting the level of consumer discretionary spending include general economic conditions and other factors such as consumer confidence in future economic conditions, fears of recession and trade wars, the availability and cost of consumer credit, the availability and timing of government stimulus programs, levels of unemployment, and tax rates. In addition, sustained periods of inflation may result in a decline in the amount of overall consumer spending and otherwise hamper our gross margins. As global economic conditions continue to be volatile, or economic uncertainty remains, particularly in light of the war in Ukraine and the ongoing conflicts in the Middle East, trends in consumer discretionary spending also remain unpredictable and subject to reductions as a result of significant increases in employment, financial market instability, and uncertainties about the future. Unfavorable economic conditions may lead consumers to delay purchases and reduce their appetite for risk. Any fluctuation in consumer demand may have a material adverse effect on our business, results of operations, and financial condition.

Our strategic marketing, sponsorships, and partnerships may not produce anticipated benefits.

High-profile sponsorships or media buys may not translate into durable user activity or merchant GMV and may lead to fixed costs without commensurate returns. Additionally, partner integrations may be delayed or fail to gain traction. If performance or activation from such sponsorships falls short, we may incur costs without offsetting revenue or growth.

Forecasts and operating metrics may be inaccurate, and we may revise or discontinue certain KPIs over time.

We track certain performance metrics, such as our monthly active users, based on data from third parties. Our ability to collect, validate, and report consistent metrics could be constrained by platform changes, privacy settings, bots/inauthentic activity, or evolving methodologies. We expect these challenges may continue to occur, and potentially to increase as our engagement grows. There are also inherent challenges in measuring usage across our large user base. For example, as further described in our "Key Performance Metrics" section, there is a potential for minor overlap in our usage data due to users who access our content through the web, our mobile apps, and connected TVs in a given measurement period. Perceived inaccuracies could harm our reputation with investors, advertisers, merchants, and partners.

We are an attractive target for cyber-attacks and other malicious activity and a data breach or security incident could have material adverse effects.

Our industry is prone to cyber-attacks by parties seeking unauthorized access to our data or users' data or to disrupt our ability to provide service or otherwise harm us. We process personal data, payments, and potentially token custodial data, cyber-security breaches could result in data loss, service disruption, fraud, legal liability, regulatory actions, and reputational damage. Any failure to prevent or mitigate security breaches and improper access to or disclosure of our data or user data, including personal information, content, or payment information from users, or information from marketers, could result in the loss, modification, disclosure, destruction, or other misuse of such data, which could harm our business and reputation and diminish our competitive position. In addition, computer malware, viruses, social engineering (such as spear phishing attacks), scraping, and general hacking continue to be prevalent in our industry. Threats include malware, DDoS, credential stuffing, phishing, supply-chain exploits, insider misuse, API abuse, scraping, and exploitation of open source dependencies.

In addition, other parties may attempt to fraudulently or maliciously induce employees, contractors, vendors, or users to disclose information in order to gain access to our data or our users' data. Cyber-attacks continue to evolve in sophistication and volume and inherently may be difficult to detect for long periods of time. Although we have developed systems and processes that are designed to protect our data and user data, to reduce the risk of data loss or misuse, to disable undesirable accounts and activities on our platform, and to reduce the risk of or detect security breaches, such measures will not provide absolute security, and we cannot assure you that we will be able to react in a timely manner to any cyber-attacks or other security incidents, or that our remediation efforts will be successful. Our business and operations span numerous geographies around the world and involve thousands of employees, contractors, vendors, developers, partners, and other third parties. At any given time, we face known and unknown cybersecurity risks and threats that are not fully mitigated, and we discover vulnerabilities in our security efforts.

We rely on third-party technologies and services in addition to our owned stack, failures or changes outside our control could impact us. We use open-source software and may contribute to or depend on community projects, license or security issues that could arise.

We depend third party vendors including internet service providers, data centers, hardware vendors, network carriers, power providers, card networks, banks, KYC and AML vendors, cloud tools, and app stores. These vendors provide certain critical services to our technical infrastructure that are time-consuming and costly for us to develop independently, their outages, insolvency, or policy changes could disrupt our operations or increase costs. Concentration among key vendors or customers in early phases increases our exposure to potential costly outages or other service disruptions. Additionally, non-compliance with licenses from these vendors could require code rework or disclosure, vulnerabilities in ubiquitous packages can impose urgent patching and incident response.

Our owned stack software and systems may contain undetected errors, bugs, or vulnerabilities, remediation could be costly and time-consuming. Complex integrations across social, streaming, commerce, payments, and blockchain increase the risk of defects and edge cases, including billing or measurement errors and some issues may only surface under production load or during feature rollouts.

Technologies that enable blocking of certain online advertisements, or that otherwise impair our ability to deliver advertising, could harm our operating results.

Newly developed technologies could block or obscure the display of or targeting of our content. For example, in June 2020, Apple announced plans to require applications using its mobile operating systems to obtain an end user's permission to track them or access their device's advertising identifier for advertising and advertising measurement purposes, as well as other restrictions that could adversely affect our ability to deliver advertising, which could harm our operating results. Additionally, some providers of consumer mobile devices and web browsers have implemented, or announced plans to implement, means to make it easier for internet users to prevent the placement of cookies or to block other tracking technologies, which could, if widely adopted, result in the use of third-party cookies and other methods of online tracking becoming significantly less effective and have a significant impact on our ability to monetize our user base.

Our ability to generate revenue depends on the development and availability of tools to accurately measure the effectiveness of advertisements on our platform.

Most advertisers rely on tools that measure the effectiveness of their ad campaigns or that verify viewability of their ads on a platform in order to allocate their advertising spend among various formats and platforms. If we are unable to measure the effectiveness of advertising on our platform or we are unable to convince advertisers that our platform should be part of a larger advertising budget, our ability to increase the demand and pricing of our advertising products and maintain or scale our advertising revenue may be limited. Our tools may be less developed than those of other platforms with which we compete for advertising spend, in particular relative to those platforms that collect more personal information than we do. Therefore, our ability to develop and offer tools that accurately measure the effectiveness of a campaign or verify ad viewability on our platform will be critical to our ability to attract new advertisers and retain, and increase spend from, our existing advertisers.

Developing and improving these tools may require significant time and resources and additional investment, and in some cases we rely on third parties to provide data and the technology needed to provide certain measurement or verification data to our advertisers. If we cannot continue to develop and improve our advertising tools in a timely and cost-effective fashion, or if such tools are unreliable, difficult to use, or otherwise unsatisfactory to our advertisers, or if the measurement or verification results are inconsistent with our advertisers' goals, our advertising revenue could be negatively impacted, which in turn could adversely affect our business and operating results.

The loss of key personnel, or failure to attract and retain other highly qualified personnel in the future, could harm our business.

Our success depends upon our ability to attract and retain our senior officers and to attract and retain additional qualified personnel in the future. The loss of services of members of our senior management team and the uncertain transition of new members of our senior management team may strain our ability to execute our strategic initiatives, or make it more difficult to retain customers, attract or maintain our capital support, or meet other needs of our business. We may incur significant costs to attract and retain qualified personnel, and we may lose new employees to our competitors before we realize the benefit of our investment in recruiting them. If we fail to attract new personnel or if we suffer increases in costs or business operations interruptions as a result of a labor dispute, or fail to retain and motivate our current personnel, we might not be able to operate our business effectively or efficiently, serve our customers properly or maintain the quality of our content and services. We do not maintain key person life insurance policies with respect to our employees.

If our users do not continue to contribute content or their contributions are not perceived as valuable to other users, we may experience a decline in user growth, retention, and engagement any of our platforms, which could result in the loss of advertisers and revenue.

An important aspect of our success is our ability to provide users with engaging content, which in part depends on the content contributed by our users. If users, including influential users, do not continue to contribute engaging content, our user growth, retention, and engagement may decline. That, in turn, may impair our ability to maintain good relationships with our advertisers or to attract new advertisers, which may seriously harm our business and operating results.

The loss of a material portion of our existing content creators, or our failure to recruit new content creators, may materially harm our business and results of operations.

We rely on our existing content creators, and on the recruiting of new content creators. The loss of a material portion of our existing content creators could result in material harm to our business and results of operations. In the recent past, our ability to recruit and maintain content creators may have been in part due to trends in American politics, where certain commentators have sought a neutral internet platform. A change in such trends, including possible changes to competing platforms' moderation policies that make those platforms more hospitable to a diverse range of viewpoints, could result in the loss of existing content creators or a failure to recruit new content creators, which may materially harm our business and results of operations.

Spam activity, including inauthentic and fraudulent user activity, if undetected, may contribute, from time to time, to some amount of overstatement of our performance indicators and may negatively impact our reputation.

Like other major online platforms, spam activity, including inauthentic and fraudulent user activity, if undetected, may contribute, from time to time, to some amount of overstatement of our performance indicators, including reporting of MAUs by Google Analytics, our third-party analytics provider. We also use paid advertising in order to attract users to our platform; however, we cannot be certain that all or substantially all activity that results from such advertising is genuine. Real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business. We continually seek to improve our ability to estimate the total number of spam-generated users and eliminate them from the calculation of our MAUs; however, we will not succeed in identifying and removing all spam.

Risks related to our e-commerce business may result in our broader business, financial condition and results of operations being adversely affected.

Our partnerships, through which we sell branded products through our online store involve various risks that may negatively affect our operating results, including:

- expansion into new brands, products, services, and technologies will subject us to additional reputational, business, legal, regulatory and financial risks;
- inability to build and maintain strong brands, including due to unfavorable customer feedback and negative publicity;
- notwithstanding agreements by our partners to assume liability for the branded products they place in our online store, we may be subject to product liability and similar claims and regulatory actions if products sold through our store result in harm, personal injury, death, or environmental or property damage;
- risks related to additional tax liabilities and collection obligations;
- market competition could adversely affect prices and demand for the branded products we distribute;
- disruptions in our supply chain and other factors affecting the availability and distribution of our products could adversely impact our business; and
- risks related to online transactions and payment methods.

The occurrence of any of these factors, or our inability to successfully mitigate the results of the associated impact, could also damage our reputation, negatively impact our relationships with our customers, and otherwise materially harm our business, results of operations, and financial condition.

If we fail to develop and maintain followers or a sufficient audience, or if adverse trends develop for social media platforms or streaming services generally, our business would be adversely affected.

Social media platforms are speculative businesses because revenues and income derived from them depend primarily upon the continued acceptance of that platform. Public acceptance of a particular platform depends upon, among other things, the ease of use of the platform, promotion of that platform, and the quality and acceptance of competing platforms. A user decline could make it economically inefficient to continue providing for the use of the platform. If the customer base were to not adopt our Company, or cease using these platforms, such developments could result in a write-down of our capitalized development costs and adversely affect our business prospects. The amount of any write-down would vary depending on a number of factors, including when the product or service ceased.

Criticism of our content moderation could harm growth and operations.

We operate a viewpoint-neutral moderation program intended to keep illegal and other prohibited content off our platforms under our terms of service, which prohibit, among other things, depictions or threats of violence, harassment, and incitement or threats of physical harm. Our approach necessarily involves judgment calls and evolving standards and may be criticized as either too permissive or too restrictive relative to our promotion of free-speech principles. Perceived inconsistencies, false positives or negatives, or delays in enforcement or appeals could deter users, creators, and advertisers, reduce traffic and engagement, and impair our ability to attract and retain a sufficient user base. Changes in gatekeeper policies (such as mobile OS or app stores) or legal frameworks governing content could require rapid adjustments that increase costs, constrain product features, or disrupt distribution. We may also face complaints, investigations, or litigation related to user-generated content or moderation practices, any of which could be costly, divert management attention, and adversely affect our business prospects.

We may be unable to hire and retain personnel with specialized expertise.

Our future success and strategy will depend upon our ability to identify, hire, develop, motivate and retain highly skilled personnel. We compete for engineering, compliance, security, data science, and product talent against larger, better-capitalized companies. We may incur significant costs to attract and retain qualified personnel, and we may lose new employees to our competitors before we realize the benefit of our investment in recruiting them. If we fail to attract new personnel or if we suffer increases in costs or business operations interruptions as a result of a labor dispute, or fail to retain and motivate our current personnel, we might not be able to operate our business effectively or efficiently, serve our customers properly or maintain the quality of our content and services. Additionally, immigration limits and remote work dynamics may exacerbate these challenges.

Our reliance on key vendors and partners presents operational and financial risk.

Although we maintain our own infrastructure, we depend on third-party vendors, including payment processors, banks, identity vendors, hardware suppliers, data centers, carriers, and app stores. These vendors provide certain critical services to our technical infrastructure, outages in those services, discontinuances, changes in terms, or price increases would materially affect our video services and our ability to continue operations. Outages may expose us to having to offer credits to subscribers, loss of subscribers, and reputational damage. Concentration among initial cloud or enterprise customers could amplify churn or renegotiation risk and our pricing models may not achieve desired unit economics. We are unlikely to be able to fully offset these losses with any credits we might receive from our vendors.

Gatekeepers may restrict access to distribution channels.

We are dependent on the interoperability of our content and our apps with popular mobile operating systems, networks and standards that we do not control, such as the Android and iOS operating systems. App store removals, ranking changes, in-app payment mandates, browser and OS policy changes, and ISP throttling or blocking could impede discovery and growth. Changes to search algorithms or SEO dynamics may also reduce referral traffic.

Catastrophic events and climate-related issues may disrupt operations.

Natural disasters, pandemics, energy constraints, and extreme weather could impact data center uptime, increase energy costs, or constrain expansion. Insurance coverage may be limited or insufficient. Fires, floods, power disruptions, bandwidth shortages, parts or component constraints, cybersecurity incidents, or facility issues could impair our availability and performance.

We will require additional financing to accomplish our business strategy.

We require substantial working capital to fund our business development plans, and we expect to experience significant negative cash flow from operations. Depending upon the sales volume generated by our business during our startup phase, we also anticipate the possibility of having to raise additional funds in order to achieve our plans and accomplish our immediate and longer-term business strategy. These additional funds likely will be raised through the issuance of our securities in debt and/or equity financing. If we are unable to raise these additional funds on terms acceptable to us or at all, we will be required to limit our expenditures for continuing our product development activities and expanding our sales and marketing operations, reduce our work force, or find alternatives to fund our business on terms that are not as favorable to us. Any such actions would impair our product development and expansion plans, reduce potential revenues, increase operating losses, and adversely affect the value of our company.

If we fail to properly manage our anticipated growth, our business could suffer.

The planned growth of our commercial operations may place a significant strain on our management and on our operational and financial resources and systems. To manage growth effectively, we will need to maintain a system of management controls, and attract and retain qualified personnel, as well as develop, train and manage management-level and other employees. Failure to manage our growth effectively could cause us to over-invest or under-invest in infrastructure, and result in losses or weaknesses in our infrastructure, which could have a material adverse effect on our business, results of operations, financial condition and cash flow. Any failure by us to manage our growth effectively could have a negative effect on our ability to achieve our development and commercialization goals and strategies.

Our insurance coverage may be inadequate to cover significant risk exposures.

We will be exposed to liabilities that are unique to the products we provide and the location in which we sell them. While we intend to maintain insurance for certain risks, the amount of insurance coverage may not be adequate to cover all claims or liabilities, and we may be forced to bear substantial costs resulting from risks and uncertainties of our business. It is also not possible to obtain insurance to protect against all operational risks and liabilities. The failure to obtain adequate insurance coverage on terms favorable to us, or at all, could have a material adverse effect on our business, financial condition, and results of operations. We do not have any business interruption insurance. Any business disruption or natural disaster could result in substantial costs and diversion of resources.

Risks Related to our Intellectual Property

Our business may suffer if we cannot protect our intellectual property.

Our business depends on our intellectual property, including our valuable trademarks, copyrighted content and internally developed technology. We believe the protection and monetization of our proprietary trademarks and copyrighted content, as well as other intellectual property, is critical to our continued success and maintaining our competitive position. Our ability to protect and monetize our intellectual property is subject to the protections available under intellectual property laws in the United States and other applicable jurisdictions. Governmental authorities may enact new laws, or urge interpretations of existing laws, which limit the Company's intellectual property rights, including in relation to the unauthorized use of the Company's content by generative AI companies, which may negatively impact the Company's ability to protect and generate revenue from its intellectual property.

Advancements in technology, including advancements in generative AI technology, have made widescale, systematic unauthorized copying and dissemination and exploitation of unlicensed content easier, including by anonymous foreign actors. At the same time, intellectual property protection and enforcement have become more costly and challenging, in part due to the increasing volume and sophistication of attempts at unauthorized use of our intellectual property. As our business and the presence and impact of bad actors become more global in scope, we may not be able to protect our proprietary rights in a cost-effective manner here or in other jurisdictions. In addition, intellectual property protection may not be available in every country in which our products and services are distributed or made available through the internet.

If we are unable to protect and enforce our intellectual property rights, we may not succeed in realizing the full value of our assets, our business and profitability may suffer, and our brand may be tarnished by misuse of our intellectual property.

The Company may be in the future, subject to claims of intellectual property infringement that could adversely affect its business.

The Company may in the future receive claims from third parties alleging violations of their intellectual property rights. To the extent the Company gains greater public recognition and scale worldwide and publishes more content on its own platforms and third-party platforms (like social media), the likelihood of receiving claims of infringement may rise. Defending against intellectual property infringement claims against us can be time-consuming, expensive to litigate or settle and a diversion of management attention. In addition, litigation regarding intellectual property rights is inherently uncertain due to the complex issues involved, and the Company may not be successful in defending itself in such matters.

If successful, third-party intellectual property infringement claims may require the Company to enter into royalty or licensing agreements on unfavorable terms, use more costly alternative technology, alter how it presents its content to its users, alter certain of its operations and/or otherwise incur substantial monetary liability. The occurrence of any of these events as a result of these claims could result in substantially increased costs or otherwise adversely affect our business. For claims against us, insurance may be insufficient or unavailable, and for claims related to actions of third parties, either indemnification or remedies against those parties may be insufficient or unavailable.

The Company's business involves risks of liability claims for content of material, which could adversely affect its business, results of operations and financial condition.

As a distributor of media content, we may face potential liability for defamation, invasion of privacy, negligence, copyright or trademark infringement, and other claims based on the nature and content of the materials distributed. These types of claims have been brought, sometimes successfully, against producers and distributors of media content. Any imposition of liability that is not covered by insurance or is in excess of insurance coverage could have a material adverse effect on the Company's business, financial condition, operating results, liquidity and prospects.

Risks Related to Our Regulatory Environment and Technology

Our business is subject to complex and evolving laws and regulations across jurisdictions.

Our operation will be subject to various regulations including privacy and data protection, cybersecurity, youth safety, consumer protection, advertising standards, competition, accessibility, tax, sanctions, export controls, AI governance, and sectoral rules which may require ongoing changes to our products, contracts, and controls.

Noncompliance risks include investigations, fines, orders to cease or modify operations, litigation, and reputational harm. Cross-border data transfer restrictions and localization mandates may increase cost and complexity.

Invalidations or limits on transfer mechanisms could require local storage/processing, reduce operational efficiency, or disrupt services.

Payments and fintech activities (Kyvo) expose us to significant regulatory obligations and enforcement risk.

Our Kyvo payment system and financial partners involved with our fintech activities could be subject to a series of regulations including money transmission licensing, international sanctions, card-network and NACHA rules, escheatment, consumer disclosures, dispute and chargeback management, agent-of-the-payee models, and safeguarding of funds. Failure by our financial partners, processors, or program managers to maintain compliance with these regulatory obligations could disrupt services or transfer liability to us.

The regulatory status of digital assets remains unsettled and could materially change, creating compliance obligations and operational restrictions for the Company.

The legal and regulatory framework applicable to blockchain technology, cryptocurrencies, and decentralized finance remains highly uncertain, fragmented, and rapidly evolving across jurisdictions. Regulatory agencies in the United States, including the Securities and Exchange Commission ("SEC"), Commodity Futures Trading Commission ("CFTC"), and Financial Crimes Enforcement Network ("FinCEN"), have taken differing views on the classification and treatment of digital assets. The Optio token and Kyvo Wallet may, now or in the future, be subject to federal or state securities laws, commodities regulations, money transmission laws, or consumer protection statutes. New laws, rulemaking initiatives, or adverse interpretations by regulators could require the Company to alter its operations, register with one or more agencies, or incur substantial compliance costs. Such changes could materially and adversely affect the Company's operations, financial condition, and prospects.

There is also a material risk that U.S. or foreign regulators could determine that the Optio token constitutes a "security," "commodity," or other regulated financial product. Such a determination could subject the Company to extensive regulatory requirements, including registration of the token or related offerings, restrictions on secondary trading, disclosure obligations, and ongoing compliance burdens. Moreover, prior enforcement actions against issuers of digital tokens illustrate that regulatory authorities are willing to impose substantial penalties, fines, or injunctions. If the Optio token were classified as a security, the Company could be forced to halt distributions, rescind past sales, or face significant liability. These outcomes could have a material adverse effect on the Company's business model and financial position.

The Company's payment and wallet operations expose it to anti–money laundering, know-your-customer, and sanctions compliance risks.

The Company's Kyvo Wallet and blockchain-based payment systems implicate extensive compliance obligations under anti–money laundering and know-your-customer regimes, as well as U.S. and international economic sanctions programs. Regulatory authorities are increasingly focused on the role of digital assets in potential money laundering, terrorist financing, and sanctions evasion. Failure to implement effective compliance procedures could expose the Company to civil or criminal liability, including fines, penalties, or restrictions on business operations. Even if the Company maintains robust compliance programs, the costs of such programs may be substantial and may adversely affect the Company's profitability.

We will be subject to risks related to online payment methods.

Part of our business plan is to facilitate payments using a variety of methods, including credit and debit cards. As we offer new payment options to consumers, we may be subject to additional regulations, compliance requirements, fraud and other risks. For certain payment methods, we will pay interchange and other fees, which may increase over time and raise our operating costs and lower profitability. We will also be subject to payment card association operating rules and certification requirements, including the Payment Card Industry Data Security Standard, or PCI DSS, and rules governing electronic funds transfers, which could change or be reinterpreted to make it difficult or impossible for us to comply. Failure to comply with PCI DSS or to meet other payment card standards may result in the imposition of financial penalties or the allocation by the card brands of the costs of fraudulent charges to us.

Blockchain and digital assets (Optio) are subject to legal uncertainty, and we may face scrutiny regarding token design, custody, and incentives.

Tokenized rewards and on-chain applications could implicate securities, commodities, money transmission, tax, and consumer protection laws; guidance is evolving and jurisdiction-specific. Custody, staking, stablecoin integrations, or cross-chain bridges may introduce additional regulatory, operational, and counterparty risks. Adverse regulatory developments could force changes to token economics, user rewards, or platform integrations.

Changes to intermediary liability frameworks and content rules may increase costs or legal exposure.

The European Union (EU) has recently intensified its efforts to regulate online speech, primarily through the Digital Services Act (DSA), which came into effect in 2023. The DSA imposes strict requirements on digital services providers to combat "illegal" content, including "hate speech" and "disinformation," with significant fines for noncompliance. EU politicians have issued warnings to online platforms over content accessible to EU users. The DSA also requires rapid content removal and potential platform bans.

Lawmakers in the United States and in other countries may introduce new regulatory regimes that increase potential liability for content available on our platform. There are a number of new laws and legislative proposals in the United States and globally aimed at limiting the scope of protections available to online services that further impose new obligations affecting our business, such as liability for copyright infringement, illegal or harmful content, distributing targeted and other advertisements to teens, and other forms of unlawful content or online harm. These legislative or regulatory requirements may increase our costs of operations, our liability for content posted by users on our platform, our litigation costs, or may expose us to regulatory sanctions such as fines or penalties. If these or other additional statutory or regulatory changes reduce liability protections for content published on our platform, we may be required to make significant changes to our business model, including increasing our content moderation operations and building in additional product features or tools that may not be favorable to our business. Any such changes to our business model may lead to new or heightened payment obligations or compliance costs. Several U.S. states have also enacted legislation that regulates online content. Our business, financial performance and results of operations could be negatively affected by the impact of these laws and the costs of complying with these laws, which are currently the subject of various legal challenges.

We could also face fines, orders restricting or blocking our services in particular geographies, or other government-imposed sanctions as a result of content hosted on our services. For example, laws and regulations in Germany and India provide for the imposition of fines for failure to comply with certain content removal, law enforcement cooperation, and disclosure obligations. Numerous countries in Europe, the Middle East, Asia-Pacific, and Latin America are considering, or have implemented, legislation imposing penalties, including fines, service throttling, access blocking, or advertising bans, for failure to remove certain types of content or to follow certain processes. Such content-related legislation also has required us in the past, and may require us in the future, to change our products or business practices. Our responses to content-related legislation may increase our costs or may otherwise adversely impact our operations or our ability to provide services in certain jurisdictions. Regulatory or legislative actions affecting the manner in which we display content to our users or obtain consent for various practices could require product changes in the user interface that could adversely affect user growth and engagement.

We may face litigation or regulatory actions related to user-generated content, advertising, endorsements, IP, and consumer protection.

We may in future be subject to claims of defamation, IP infringement deceptive advertising or endorsements, unfair practices, product claims in live commerce, or personal injury torts tied to content or commerce.

Risks Related to Our Securities

Anti-takeover effects of the Nevada Revised Statutes could impair a takeover attempt.

The Nevada Revised Statutes contain certain provisions that could have the effect of delaying, deferring or discouraging another party from acquiring control of us. These provisions could discourage takeovers, coercive or otherwise. Any provision of Nevada law that has the effect of delaying or preventing a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our capital stock and could also affect the price that some investors are willing to pay for our stock.

We are not subject to Sarbanes-Oxley regulations and lack the financial controls and procedures of public companies.

We will be leanly staffed and lack the internal control infrastructure that would meet the standards of a public company, including the requirements of the Sarbanes Oxley Act of 2002. As a privately held (non-public) company, we are currently not subject to the Sarbanes Oxley Act of 2002, and our financial and disclosure controls and procedures reflect our status as a development stage, non-public company. Significant deficiencies and material weaknesses in the quality of our financial and disclosure controls and procedures exist, including a lack of segregation of duties over business processes as well as a lack of general information technology controls. If it were necessary to implement such financial and disclosure controls and procedures, our cost of such compliance could be substantial and could have a materially adverse effect on our results of operations.

We may not have adequate internal controls over financial reporting and there may be limitations on the effectiveness of our internal controls, and a failure of our control systems to prevent error or fraud may materially harm us.

While we are in the process of establishing our control systems, our management expects that in the beginning our disclosure controls, procedures and controls over financial reporting will not be sufficiently effective to ensure that information required to be disclosed by us in the reports we prepare will be recorded, processed, summarized correctly. If we do not develop adequate internal accounting controls, we may also be unable to prepare accurate accounts on a timely basis to satisfy our investors needs for our accounting information.

We do not expect that internal control over financing reporting, even if timely and well established, will prevent all errors and fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. The failure of our control systems to prevent error or fraud could materially and adversely affect our business.

Risks Related to this Offering

Investing in the Shares is a highly speculative investment and could result in the loss of your entire investment.

An investment in the Shares is highly speculative and involves significant risks. The Shares should not be purchased by any person who cannot afford the loss of his, her or its entire purchase price. Certain of our business objectives are also speculative, and we may be unable to satisfy our objectives. As such, each prospective investor in the Shares should read these risk factors and all of the transaction documents carefully and consult with their attorney, business advisor and/or investment advisor before investing in the Shares.

The shares of preferred stock being offered are not registered.

The shares of preferred stock being offered have not been registered under the 1933 Act, in reliance, among other exemptions, on the exemptive provisions of article 4(a)(2) of the Securities Act and Regulation D, Rule 506(c) promulgated thereunder. Similar reliance has been placed on available exemptions from securities registration or qualification requirements under applicable state securities laws. No assurance can be given that any offering currently qualifies or will continue to qualify under one or more of such exemptive provisions due to, among other things, the adequacy of disclosure and the manner of distribution, the existence of similar offerings in the past or in the future, or a change of any securities law or regulation that has retroactive effect. If, and to the extent that, claims or suits for rescission are brought and successfully concluded for failure to register this Offering or other offerings, or for acts or omissions constituting offenses under the Securities Act, the Exchange Act, or applicable state securities laws, the Company could be materially adversely affected, jeopardizing the Company's ability to operate successfully. The Company does not have sufficient human or capital resources set aside to withstand the cost of defending actions under these laws, even if the Company were ultimately successful in its defense.

Complying with the criteria for securing exemptions under federal securities laws and the securities laws of the various states is extremely complex. The exemptions that can afford investors flexibility and eliminate trading restrictions on securities are particularly complex.

No one has passed upon either the adequacy of the disclosures contained in the documents provided to investors or the fairness of the terms of the Offering.

No governmental agency has reviewed the disclosures made in this Subscription Agreement or the other disclosures made to the investors. No state or federal agency has passed upon either the adequacy of the disclosures or the fairness of the terms of the Offering. The exemptions relied upon for the Offering depend on the accuracy of the representations of the investors to be made to the Company in connection with the Offering. If any such representations prove to be untrue, the registration exemptions the Company is relying upon in selling the Units might not be available, potentially resulting in substantial liability to the Company under applicable securities laws for rescission or damages.

There is no public trading market for the shares of preferred stock being offered, and none may develop. The shares of preferred stock being sold in the Offering are restricted and not freely transferable.

No public or private market exists for the shares of preferred stock being offered, and there can be no assurance that any such market will develop in the foreseeable future. There can be no assurance that the shares of preferred stock being offered can be resold at all, nor at or near the Offering price. Each investor shall be required to represent that they are acquiring such shares for investment and not with a view to distribution or resale, that they understand that the securities are not freely transferable and, in any event, that they must bear the economic risk of an investment in the shares of stock for an indefinite period of time because the securities have not been registered under the Act or applicable state Blue Sky or securities laws. The shares cannot be resold unless they are subsequently registered or an exemption from registration is available.

No active trading market for the shares of preferred stock being offered exists, and no market for the shares may develop in the foreseeable future. The Company may never consummate a public offering of any of the Company's securities. Accordingly, investors must bear the economic risk of an investment in the shares for an indefinite period of time. Even if an active market develops for such securities, Rule 144 promulgated under the Securities Act ("**Rule 144**"), which provides for an exemption from the registration requirements under the Securities Act under certain conditions, requires, among other conditions, for resales of securities acquired in a non-public offering without having to satisfy such registration requirements, a six-month holding period following acquisition of and payment in full for such securities, and that is possible only if the issuer of such securities has filed periodic reports with the SEC under the Exchange Act for a period of 90 days before the proposed sale. If the issuer of such securities has not made such filings, such securities will be subject to a one-year holding period before they can be resold under Rule 144. There can be no assurance that the Company will fulfill any reporting requirements in the future under the Exchange Act or disseminate to the public any current financial or other information concerning the Company, as is required by Rule 144 as part of the conditions of its availability.

Each investor should be prepared to hold the shares of preferred stock acquired in the Offering indefinitely and cannot expect to be able to liquidate any or all of his, her or its investment, even in case of an emergency. In addition, any proposed transfer must comply with restrictions on transfer imposed by the Company and by federal and state securities laws. The Company may permit the transfer of the shares of preferred stock being offered out of an investor's name only when his, her or its request for transfer is accompanied by an opinion of counsel reasonably satisfactory to the Company that neither the sale nor the proposed transfer results in a violation of the Securities Act or any applicable state securities or "blue sky" laws.

We do not intend to pay dividends on our common stock for the foreseeable future.

We have never declared or paid any cash dividends on our capital stock. We currently plan to pay a 7% dividend on our Series A Preferred Stock, payable in cash or shares when, as and if declared by our board of directors and subject to applicable law, available funds, and any contractual restrictions. We do not expect to pay any dividends on our common stock for the foreseeable future. We expect to retain future earnings, if any, to fund the development and growth of our business. Any future determination to pay dividends, including the timing of the dividend on the Series A Preferred Stock, will be at the discretion of our board of directors. Accordingly, if you purchase Series A Preferred Stock, you should not rely on dividends other than the planned 7% dividend, which may be modified, suspended, or discontinued at any time. Upon any conversion of the Series A Preferred Stock into Class A common stock, you should not expect to receive dividends on the Class A common stock; you would need to rely on the sale of your shares after price appreciation, which may never occur, as the only way to realize any future gain on that portion of your investment. There is no guarantee that our shares will appreciate in value or even maintain the price at which you purchased them.

Future sales and issuances of our securities could result in dilution of the percentage ownership of our stockholders.

In order to expand our business, we are likely to raise funds again in the future, either by offerings of securities or through borrowing from banks or other sources. We may sell common stock, preferred stock, convertible securities or other equity securities in one or more transactions at prices and in a manner we determine from time to time. If we sell common stock, preferred stock, convertible securities or other equity securities future transactions, investors may be materially diluted by subsequent sales. In addition, debt financing, if available, could include covenants limiting or restricting our ability to take certain actions, such as incurring additional debt, making capital expenditures, or declaring dividends and may require us to grant security interests in our assets.

There is no guarantee of return on investment.

There is no assurance that an investor will realize a return on its investment or that it will not lose its entire investment. For this reason, each investor should read the Subscription Agreement and all Exhibits carefully and should consult with its own attorney and business advisor prior to making any investment decision.

We may amend our business policies without stockholder approval.

Our board of directors determines our growth, investment, financing, capitalization, borrowing, operations and distributions policies. Although our board of directors has no intention at present to change or reverse any of these policies, they may be amended or revised without notice to holders of our preferred stock. Accordingly, holders of our preferred stock will not have any control over changes in our policies.

There are no limitations on our ability to make compensatory or other payments to our directors and officers (or their affiliates) or to make distributions to our stockholders.

The preferred stock we will issue in this Offering will not create any limitations on our ability to compensate our directors or officers or to make distributions to our stockholders. Compensation and distribution payments will reduce our funds available to invest in our business.

Our management has broad discretion as to the use of the net proceeds from this Offering.

Our management will have broad discretion in the application of the net proceeds of this Offering. Accordingly, you will have to rely upon the judgment of our management with respect to the use of these proceeds. Our management may spend a portion or all of the net proceeds from this Offering in ways that holders of our preferred stock may not desire or that may not yield a significant return or any return at all. Our management not applying these funds effectively could harm our business. Pending their use, we may also invest the net proceeds from this Offering in a manner that does not produce income or that loses value.

This Offering is being conducted on a "best efforts" basis without a minimum and we may not be able to execute our growth strategy if the maximum is not sold.

If you invest in our preferred stock and less than all of the Shares of preferred stock are sold, the risk of losing your entire investment will be increased. We are offering our preferred stock on a "best efforts" basis without a minimum, and we can give no assurance that all of the offered preferred stock will be sold. If less than all of the shares of preferred stock offered are sold, we may be unable to fund all the intended uses described in our investor deck from the net proceeds anticipated from this Offering without obtaining funds from alternative sources or using working capital that we generate. Alternative sources of funding may not be available to us at what we consider to be a reasonable cost or at all, and the working capital generated by us may not be sufficient to fund any uses not financed by offering net proceeds. No assurance can be given to you that any funds will be invested in this Offering other than your own.

This is a fixed price offering and the fixed offering price may not accurately represent the current value of us or our assets at any particular time. Therefore, the purchase price you pay for our shares may not be supported by the value of our assets at the time of your purchase.

This is a fixed price offering, which means that the offering price for the Shares is fixed and will not vary based on the underlying value of our assets at any time. Our board of directors has determined the offering price in its sole discretion without the input of an investment bank or other third party. The fixed offering price for the Shares has not been based on appraisals of any assets we own or may own, or of our Company as a whole, nor do we intend to obtain such appraisals. Therefore, the fixed offering price established for the Shares may not be supported by the current value of our Company or our assets at any particular time.

We may terminate this Offering at any time during the Offering period.

We reserve the right to terminate this Offering at any time, regardless of the number of shares of preferred stock sold. In the event that we terminate this Offering at any time prior to the sale of all of the preferred stock offered hereby, whatever amount of capital that we have raised at that time will have already been utilized by our Company and no funds will be returned to subscribers.

Assuming that this Offering is successful, we will require additional capital to support business growth, and this capital might be unavailable or might be available only by diluting existing stockholders.

We intend to continue making investments to support our business growth and will require additional funds to support this growth. Our future capital requirements will depend on many factors, including our rate of revenue growth, the timing and extent of international expansion efforts and other growth initiatives, the expansion of our marketing activities and overall economic conditions. To the extent that current and anticipated future sources of liquidity are insufficient to fund our future business activities and requirements, we may need to engage in equity or debt financings to secure additional funds. If we raise additional funds through further issuances of equity or convertible debt securities, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our preferred stock.

Any debt financing we secure could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities. In addition, we may not be able to obtain additional financing on terms favorable to us, if at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us, when we require it, our ability to continue to support our business growth and to respond to business challenges could be significantly limited, and our business and prospects could fail or be adversely affected.

Investing in private placements like this Offering involves significant risks not present in investments in public offerings.

Investing in private placements involves a high degree of risk. Securities sold through private placements are typically not publicly traded and, therefore, are less liquid. Additionally, investors will receive restricted securities that are subject to holding period requirements. Companies seeking private placement investments tend to be in earlier stages of development and have not yet been fully tested in the public marketplace. Investing in private placements requires high risk tolerance, low liquidity concerns, and long-term commitments. Investors must be able to afford to lose their entire investment. Investment products are not Federal Deposit Insurance Corporation insured, may lose value, and there is no bank guarantee.

All of these risks are uncertain, and there may be other risks that we have not identified.

We have sought to identify what we believe to be the most significant risks to our business, but we cannot predict whether, or to what extent, any of such risks may be realized, nor can we guarantee that we have identified all possible risks that might arise. Investors should carefully consider all such risk factors before making an investment decision with respect to our preferred stock.

Using a credit card to purchase Shares may impact the return on your investment as well as subject you to other risks inherent in this form of payment.

Investors in this Offering may have the option of paying for their investment with a credit card, which is not usual in the traditional investment markets. Transaction fees charged by your credit card company (which can reach 5% of transaction value if considered a cash advance) and interest charged on unpaid card balances (which can reach almost 25% in some states) add to the effective purchase price of the Shares you buy. The cost of using a credit card may also increase if you do not make the minimum monthly card payments and incur late fees. Using a credit card is a relatively new form of payment for securities and will subject you to other risks inherent in this form of payment, including that, if you fail to make credit card payments (e.g. minimum monthly payments), you risk damaging your credit score and payment by credit card may be more susceptible to abuse than other forms of payment. Moreover, where a third-party payment processor is used, as in this Offering, your recovery options in the case of disputes may be limited. The increased costs due to transaction fees and interest may reduce the return on your investment.

The SEC's Office of Investor Education and Advocacy issued an Investor Alert dated February 14, 2018, entitled: Credit Cards and Investments – A Risky Combination, which explains these and other risks you may want to consider before using a credit card to pay for your investment.

A majority of the Company's voting stock is owned by Yasser Elgebaly, and the Shares issued in this Offering will not dilute the voting control of such owners because the Shares have no voting rights.

Prior to the Offering, Yasser Elgebaly owns 99.5% of the voting stock of the Company, directly or indirectly. Each share of Class A Common Stock gives the holder one vote per share. Accordingly, Mr. Ruddy holds approximately 49.81% of the voting stock of. The Shares offered in this Offering will have no voting rights, except as required under applicable law. As a result, Mr. Elgebaly will be able to exercise significant influence over matters requiring owner approval such as mergers, consolidations and sales of all or substantially all of the Company's assets, including the election of directors or managers and approval of significant company transactions, and will have significant control over the Company's management and policies after this Offering. Mr. Elgebaly may have interests that are different from yours. For example, he may support proposals and actions with which you may disagree. The continued concentration of ownership of the Company voting securities after this Offering could delay or prevent a change in control of Parler or otherwise discourage a potential acquirer from attempting to obtain control of Parler, which in turn could reduce the price potential investors are willing to pay for Parler.

In connection with the Company's anticipated IPO, the Company intends to maintain a dual series of securities which may have the effect of concentrating the voting power of the Company's securities.

In connection with our anticipated IPO, we intend to maintain a "dual class" structure of two series of common stock. It is anticipated that the shares of Class B Common Stock to be issued to Yasser Elgebaly, our Chairman and Chief Executive Officer (or his affiliates) will have one hundred (100) votes per share and the shares of Class A Common Stock will have one vote per share thereby concentrating the voting power of our securities with our Chairman and Chief Executive Officer (or his affiliates). As a result of such dual series structure, Mr. Elgebaly will own directly or indirectly a majority of the voting stock of the Company, including after the anticipated IPO. Mr. Elgebaly may exercise significant influence over matters requiring stockholder approval, including the election of directors and approval of significant company transactions such as mergers, consolidations and sales of all or substantially all of our assets, and will have significant control over our management and policies, including after the anticipated IPO. The concentration of ownership of our voting securities after our anticipated IPO could delay or prevent a change in control of the Company or otherwise discourage a potential acquirer from attempting to obtain control of the Company, which in turn could reduce the price potential investors are willing to pay for the Company. Furthermore, such concentrated control may adversely affect the market price of our common stock, which we intend to list on national securities exchange.

We cannot predict the effect our dual-series structure may have on the price of our securities.

We cannot predict whether our dual-series structure will result in a lower or more volatile price for our common stock, adverse publicity or other adverse consequences. While we intend to list our Class A Common Stock on a national securities exchange, due to the potential structure of our capital stock, we may be excluded from certain stock exchanges, including, but not limited to, Nasdaq and New York Stock Exchange. Exclusion from certain stock exchanges may make our securities less liquid and less attractive to investors.

The Company intends to engage in a potential public offering of our Class A Common Stock, anticipated by 2026 or within approximately 9 months following the completion of this Offering, and expects to be a "controlled company" within the meaning of applicable national securities exchange rules and, as a result, will qualify for and intends to rely on exemptions from certain corporate governance requirements.

Upon completion of the Company's anticipated public offering, the Company expects that its Chairman, together with his affiliates, will continue to hold a majority of the voting power of the Company's common stock. As a result, the Company expects to be a controlled company within the meaning of the applicable national securities exchange rules. Under these rules, a company of which more than 50% of the voting power for the election of directors is held by an individual, a group or another company is a controlled company and may elect not to comply with certain corporate governance requirements, including the requirements that:

- a majority of the Company's Board of Directors consist of independent directors as defined under the rules of the exchange;

- the nominating and governance committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities; and

- the compensation committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities. As a result, holders of common stock may not have the same protections afforded to stockholders of companies that are subject to all of the rules of the applicable securities exchange.

We may be unable to list our Class A Common Stock on a national securities exchange.

There is not currently a public market for our securities. Our securities are not listed or quoted on any exchange or over-the-counter market. Although we intend to apply to list our Class A Common Stock on a national securities exchange, we may not meet the listing requirements of a national securities exchange. If we are unable to meet the listing requirements to have our Class A Common Stock listed on a national securities exchange, we may seek to have our Class A Common Stock quoted on the over-the-counter market; however, there is no guarantee we would be successful in doing so. Even if our Class A Common Stock is listed on a national securities exchange or quoted on the over-the-counter market, we do not know the extent to which investor interest will lead to the development and maintenance of a liquid trading market for our Class A Common Stock. You should assume that you may not be able to liquidate your investment for some time or be able to pledge the Shares as collateral.

There is no assurance that Parler. will complete an IPO or any other Liquidity Event.

Although an investment in the Shares may offer the opportunity for gains, such investment involves a high degree of business and financial risk that can result in substantial losses. No public market exists for Parler's securities and no assurance can be given that we will be able to complete an IPO or other Liquidity Event in the future (including a Qualified Financing in which the Shares would be converted into shares of Class A Common Stock). Changes in the securities markets and general economic conditions, including economic downturns, fluctuations in interest rates, the availability of credit, inflation, and other factors may affect the value of investments of Parler. The market for public offerings is cyclical in nature and, accordingly, there can be no assurance that the securities markets will, at any point in time, be receptive to public offerings. Parler is unable to predict with confidence what, if any, exit strategy will ultimately be available for any given investment. Exit strategies that appear to be viable when an investment is initiated may be precluded by the time the investment is ready to be realized due to economic, legal, political or other factors. **For example, there may not be an active market for initial public offerings of securities so Parler may not be able to realize an exit through the public markets. If such an event does not occur, and if Parler does not consummate a Qualified Financing, you may lose your entire investment.**

Risks Related to Becoming a Public Company

If we are successful in consummating an IPO and listing our securities on a national securities exchange, we will incur increased costs as a result of being a public reporting company, and our board of directors will be required to devote substantial time to oversight of new compliance requirements and corporate governance practices.

If we are able to successfully conduct an IPO of our common stock pursuant to Regulation A of the 1933 Act following this Offering and list our securities on a national securities exchange, we would become a public reporting company. As a public company listed in the United States, we would incur significant legal, accounting and other expenses that we do not incur as a private company. In addition, the Sarbanes-Oxley Act of 2002, as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the national securities exchange on which our common stock is listed, and other applicable securities rules and regulations impose various requirements on public companies, including the establishment and maintenance of effective disclosure controls and procedures and corporate governance practices. Our board of directors, management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance, which in turn could make it more difficult for us to attract and retain qualified members of our board of directors.

These rules and regulations may be subject to varying interpretations due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, as amended ("**Section 404**"), we will be required to furnish a report by our board of directors on our internal control over financial reporting. However, while we remain an "emerging growth company" (as that term is used in the Jumpstart Our Business Startups Act of 2012 ("**JOBS Act**")), we will not be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. To achieve compliance with Section 404 within the prescribed period, we will be engaged in a process to document and evaluate our internal controls over financial reporting, which is both costly and challenging. In this regard, we will need to dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. Despite our efforts, there is a risk that we will not be able to conclude, within the prescribed timeframe, that our internal controls over financial reporting are effective as required by Section 404. If we identify one or more material weaknesses in our internal controls over financial reporting, it could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements.

Even after we no longer qualify as an emerging growth company, we may still qualify as a "smaller reporting company" (as such term is defined in Rule 12b-2 under the Exchange Act) which would allow us to take advantage of many of the same exemptions from disclosure requirements including not being required to comply with the auditor attestation requirements of Section 404 and reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements that we will be required to file with the SEC. We cannot predict if investors will find our shares of common stock less attractive because we may rely on these exemptions. If some investors find our shares of common stock less attractive as a result, there may be a less active trading market for our shares of common stock, and our share price may be lower or more volatile.

Upon becoming a public company, we may qualify as a smaller reporting company within the meaning of the Exchange Act and an emerging growth company and may take advantage of certain exemptions from disclosure requirements available to smaller reporting companies and emerging growth companies, as applicable. If we take advantage of such exemptions, our securities may be less attractive to investors and may make it more difficult to compare our performance with other public companies.

If we qualify as a smaller reporting company, among other things, we would not be required to comply with the auditor attestation requirements of Section 404, may avail ourselves to scaled executive compensation disclosures and could provide two years of audited financial statements, instead of three years in our filings with the SEC. Furthermore, Section 107 of the JOBS Act provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the 1933 Act for complying with new or revised accounting standards. In other words, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile. We may take advantage of these reporting exemptions until we are no longer an emerging growth company and/or a smaller reporting company.

We currently have limited accounting personnel and IT personnel focused on cybersecurity with the background in public company accounting, reporting and compliance. We will have to add personnel and devote personnel and financial resources to meet our reporting and disclosure obligations as a publicly listed company.

We have been a private company with limited operating scale. As of the date of this Memorandum, we do not have the appropriate accounting personnel to adequately execute our accounting processes and other supervisory resources with which to address our internal control over financial reporting and IT personnel to ensure compliance with cybersecurity disclosure requirements imposed by the SEC. If we are successful in completing a public offering and becoming a public reporting company, we may need to hire additional personnel and put in place protocols necessary to implement appropriate accounting policies, processes and controls, and privacy and cybersecurity policies, to address the anticipated change in the scale of our operations. However, we cannot assure you that the measures we have taken to date, and actions we plan to take in the future, will be sufficient to prevent or avoid potential future material weaknesses in our controls.

If, after we become a public reporting company, we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial condition, results of operations or cash flows.

The Sarbanes-Oxley Act requires, among other things, that public reporting companies maintain effective internal controls for financial reporting and disclosure controls and procedures. As such, public reporting companies are required to furnish a report by management on, among other things, the effectiveness of internal control over financial reporting. This assessment will include disclosure of any material weaknesses identified by management in a company's internal control over financial reporting. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting that results in more than a reasonable possibility that a material misstatement of annual or interim financial statements will not be prevented or detected on a timely basis. Section 404 also generally requires an attestation from an issuer's independent registered public accounting firm on the effectiveness of its internal control over financial reporting. However, for as long as Parler remains an emerging growth company under the JOBS Act, it may take advantage of the exemption permitting us not to comply with the independent registered public accounting firm attestation requirement.

Parler's future compliance with Section 404 may require that it incur substantial accounting expense and expend significant management efforts. Parler may not be able to complete it evaluation, testing and any required remediation in a timely fashion. During the evaluation and testing process, if Parler identifies one or more material weaknesses in its internal control over financial reporting, it may be unable to assert that its internal control over financial reporting is effective. Any failure to maintain internal control over financial reporting could severely inhibit Parler's ability to accurately report our financial condition, results of operations or cash flows. If Parler is unable to conclude that its internal control over financial reporting is effective after it becomes a public reporting company, it could lose investor confidence in the accuracy and completeness of its financial reports, the value of its common stock could decline, and it could be subject to sanctions or investigations by regulatory authorities. Failure to remedy any material weakness in Parler's internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict Parler's future access to the capital markets.

Certain recent initial public offerings of companies with relatively small public floats have experienced extreme volatility that was seemingly unrelated to the underlying performance of Parler Our common stock may experience rapid and substantial price volatility, and price decline, which may make it difficult for prospective investors to assess what we believe to be the value of our common stock.

In addition to the general volatility risks discussed in this Memorandum, following the successful completion of a public offering, our common stock may be subject to rapid and substantial price volatility and/or a decline in market price. We may experience extreme stock price volatility unrelated to our actual or expected operating performance, financial condition or prospects, making it difficult for prospective investors to assess the rapidly changing value of our common stock. Recently, there have been instances of extreme stock price run-ups followed by rapid price declines and strong stock price volatility with a number of recent initial public offerings, especially among companies with relatively small public floats. As we anticipate having a relatively small public float, the common stock may experience greater stock price volatility, extreme price run-ups, rapid declines in the price, lower trading volume, large spreads in bid and asked prices, and less liquidity than large-capitalization companies. The aspects of the trading in the common stock may be unrelated to our actual or expected operating performance, financial condition or prospects, making it difficult for prospective investors to assess the value of our common stock. Because of the low public float and the absence of any significant trading volume, the reported prices may not reflect the price at which an investor would be able to sell shares if it wants to sell any shares or buy shares if it wishes to buy shares.

If the trading volumes of our common stock is low, persons buying or selling in relatively small quantities may easily influence the prices of the common stock. A low volume of trades could also cause the price of the common stock to fluctuate greatly, with large percentage changes in price occurring in any trading day session. Broad market fluctuations and general economic and political conditions may also adversely affect the market price of the common stock. The volatility also could adversely affect the ability of Parler to issue additional shares of common stock or any other securities and the ability to obtain stock market based financing in the future. No assurance can be given that an active market in our common stock will develop or be sustained.

The absence of security analytical reports or the existence of negative security analytical reports may have an adverse effect on the public market price and volume of shares of our common stock.

Following the successful completion of a public offering, any trading market for our shares of common stock may be influenced by whether or not any analytical research reports are published about us. We do not currently have and may never obtain research coverage by securities industry analysts. If no securities industry analysts commence coverage of us, the market price and market trading volume of our shares of common stock could be negatively affected. In the event we are covered by analysts, and one or more of such analysts downgrade our securities, or otherwise reports on us unfavorably, or discontinues coverage of us, the market price and market trading volume of our shares of common stock could be negatively affected.

Exhibits

Exhibit	**Description**
Exhibit A	Subscription Booklet
Exhibit B	Purchase Agreement
Exhibit C	Registration Rights Agreement
Exhibit D	Articles of Incorporation
Exhibit E	Bylaws
Exhibit F	Series A Preferred Stock Certificate of Designation
Exhibit G	Unaudited Statement of Profit and Loss for Parler Cloud Technologies, LLC for the year ended December 31, 2024
Exhibit H	Unaudited Balance Sheet and Statement of Profit and Loss for Parler Cloud Technologies, LLC as of and for the eight months ended August 31, 2025

Exhibit A

Subscription Booklet

PARLER TECHNOLOGIES, INC.

PRIVATE PLACEMENT OFFERING

Subscription Booklet-Individuals

Private Placement of up to 10,000 Shares of

Series A Convertible Preferred Stock

$50,000,000 Offering

The securities offered hereby are speculative and involve a high degree of risk.

Minimum Purchase Price: $5,000

Accredited Investors Only

November 2025

Legal Disclaimer: Parler Technologies, Inc. is currently undertaking a private placement offering pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Act"), and/or Rule 506 of Regulation D promulgated thereunder. Investors should consider the investment objectives, risks, and investment time horizon of Parler Technologies, Inc. carefully before investing. The Offering Documents relating to each offering of equity interests by Parler Technologies, Inc. will contain this and other information and should be read carefully before investing. Securities of Parler Technologies, Inc. are being offered and sold in reliance on the exemption from registration set forth in Section 506(c) under the Securities Act of 1933, as amended, or the "Securities Act". In accordance therewith, you should be aware that (i) the securities may be sold only to "accredited investors," which for natural persons are investors who meet certain minimum annual income or net worth thresholds; (ii) the securities will only be offered in reliance on an exemption from the registration requirements of the Securities Act and will not be required to comply with specific disclosure requirements that apply to registration under the Securities Act; (iii) the Securities and Exchange Commission will not pass upon the merits of or give its approval to the securities, the terms of the offering, or the accuracy or completeness of any offering materials; (iv) the securities will be subject to legal restrictions on transfer and resale and investors should not assume they will be able to resell their securities; investing in securities involves risk, and investors should be able to bear the loss of their investment. The summary may include "forward-looking statements" with the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Exchange Act of 1934 and are intended to be covered by the safe harbor provisions for forward looking statements. This information is supplied from sources we believe to be reliable but we cannot guarantee accuracy. Although we believe our expectations expressed in such forward looking statements are reasonable, we cannot assure you that they will be realized. Investors are cautioned that such forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from the anticipated results. Parler Technologies, Inc. may, in the future, undertake a public offering pursuant to Regulation A under the Act. No money or other consideration is being solicited at this time with respect to such an offering, and if sent in response to these materials for such an offering, it will not be accepted. No offer to buy securities can be accepted and no part of the purchase price can be received for an offering under Regulation A until an offering statement is qualified by the U. S. Securities and Exchange Commission, and any such offer may be withdrawn or revoked, without obligation or commitment of any kind, at any time before notice of its acceptance given after the qualification date. An indication of interest made by a prospective investor in a Regulation A offering is non-binding and involves no obligation or commitment of any kind.

INSTRUCTIONS FOR COMPLETION OF SUBSCRIPTION BOOKLET

Prospective investors should read the transaction documents for this proposed investment in Parler Technologies, Inc. (the "**Company**"), including the amended and restated private placement offering memorandum dated as of November 4, 2025 ("**PPM**"), Purchase Agreement (the "**Purchase Agreement**"), registration rights agreement ("**Registration Rights Agreement**") and this Subscription Booklet (collectively, the "**Transaction Documents**") prior to purchasing any shares in this Offering (as such terms are defined below). In particular, you should not construe the contents of the Transaction Documents as investment or legal advice. You should consult your bankers, counsel, accountants, tax experts and other advisors as to legal, tax, business, financial and related aspects of an investment in the Shares (defined below). No representation or warranty is made as to whether, or the extent to which, the Shares (defined below) constitute legal investments for investors whose investment authority is subject to legal restrictions. Such investors should consult their legal advisors regarding such matters.

The Company is offering up to a maximum of 10,000 shares of Series A Convertible Preferred Stock, par value $0.001 (the "**Shares**"), on a best-efforts basis (the "**Offering**"), at a price of $5,000 per Share. The total Offering amount may be increased by 10,000 Shares, at the Company's sole discretion, for a total Offering amount of up to $100,000,000. The minimum subscription is $5,000 or one (1) Share.

Execution of this Subscription Booklet shall constitute execution of the Purchase Agreement and the Registration Rights Agreement. If you wish to invest in this Offering, this Subscription Booklet and the signature page included herewith must be executed and returned to:

Digital Offering at: parler@digitaloffering.com

You should consult with an attorney, accountant, investment adviser or other adviser regarding an investment in the Company and its suitability for you. Investing in the Shares involves certain investment risks, including the possible loss of all of your investment. All subscription documents must be completed correctly and thoroughly, or they will not be accepted. If you wish to invest, please (a) complete, sign and return this Subscription Booklet and the relevant signature page contained herein.

- ☐ **Form CRS**
- ☐ **Section I -** Important Notices and Certifications
- ☐ **Exhibit A** – Individual/Joint Investor Form(s)
- ☐ **Exhibit B** – Accreditation Procedures

The purchase price for the Shares is exclusive of any costs incurred by an investor for legal, tax accounting or financial advice, including fees paid to his, her or its purchaser representative, if any.

Upon completing this Subscription Booklet and executing the signature page contained herein, the subscription made by the investor will be irrevocable and, unless the subscription is rejected, or the Offering is withdrawn, the subscriber will become an investor in this Offering. The Company may reject, in whole or in part, any subscription and at any time, in their absolute discretion for any reason whatsoever, including but not limited to, failure to conform to the requirements of the Offering, insufficient documentation, or oversubscription of the Offering. Investors who participate in this Offering will be required to deposit their funds directly to the Company.

There is no minimum in this Offering, so there will be no continuing arrangements to place the funds in an escrow, trust or similar account, and all cleared funds will be available to the Company immediately.

Wiring Instructions:

Wilmington Trust Company
ABA #: 031100092
A/C #: 180672-000
A/C Name: Parler Technologies, Inc Escrow [FBO: INVESTOR NAME]

International Wires:

M&T
Buffalo, New York
ABA: 022000046
SWIFT: MANTUS33
Beneficiary Bank: Wilmington Trust
Beneficiary ABA: 031100092
A/C #: 180672-000
A/C Name: Parler Technologies, Inc Escrow

Bank Address:

Parler Technologies, Inc. Escrow
c/o Wilmington Trust
1100 North Market Street
Wilmington, DE 19890
Attn: Workflow Management

Company Address:

Parler Technologies, Inc.
5700 Tennyson Pkwy, Suite 200
Plano, TX 75024

CUSTOMER RELATIONSHIP SUMMARY

INTRODUCTION

Digital Offering LLC ("D.O.") is registered with the Securities & Exchange Commission as a broker-dealer that provides brokerage accounts and services. D.O. is a member of FINRA and SIPC. Brokerage and investment advisory services and fees differ; it is important for you to understand the differences. Free and simple tools are available to research firms and financial professionals at: **www.investor.gov/CRS** which also provides educational materials about broker-dealers, investment advisers, and investing.

WHAT INVESTMENT SERVICES AND ADVICE CAN YOU PROVIDE ME?

D.O.'s primary business involves Investment Banking and acting as a Managing Broker-dealer. D.O. offers limited brokerage services to retail investors. For some customers, D.O. might act as a placement agent and assist a retail customer with the purchase of a private placement. The available investments might be limited based on account size, account type and/or investment type. Some investments have a minimum investment amount which will be disclosed in the offering documents for each investment. As a placement agent, D.O. might make a recommendation or provide investment advice to a retail investor. The ultimate decision to purchase or sale an investment is the responsibility of the retail investor. D.O. does not open (or hold) accounts for retail investors and does not provide any monitoring of the investment(s).

Conversation Starters. Given my financial situation should I choose a brokerage service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?

WHAT FEES WILL I PAY?

- The fee you pay is based on the specific transaction and not on the value of your account.
- For investments in private placements of securities, the fees paid to D.O. will be deducted from the amount of investment money sent to the issuer of the securities. The Amended and Restated Private Placement Memorandum will contain information for the amount specific to the offering.
- Retail investors might incur additional fees from their own banking and financial institutions as a result of their investment. These fees include, but are not limited to, wire, check and ACH charges involved when purchasing the investment and custody charges depending on where the investment will be custodied.
- The more transactions in your account, the more fees we will charge you. We therefore have an incentive to encourage you to engage in transactions.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

Conversation Starter. Help me understand how these fees and costs might affect my investments. If I give you $10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

WHAT ARE YOUR LEGAL OBLIGATIONS TO ME WHEN PROVIDING RECOMMENDATIONS? HOW ELSE DOES YOUR FIRM MAKE MONEY AND WHAT CONFLICTS OF INTEREST DO YOU HAVE?

When we provide you with a recommendation, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations we provide you. Here are some examples to help you understand what this means.

- Proprietary products are investments that are issued, sponsored, or managed by our firm or affiliates. We and our affiliates make money on proprietary products which may be similar to non-proprietary products which may cost less.
- We can make extra money by selling you certain investments either because they are managed by someone related to our firm or because they are offered by companies that pay our firm to sell their investments. Your financial professional also receives more money if you buy these investments.
- Some investment offerings, such as private placements, provide additional compensation to D.O. in the form of warrants or other non-cash compensation.

Conversation Starter. How might your conflicts of interest affect me, and how will you address them?

HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?

Financial professionals receive compensation directly related to investor's investments in the form of commissions. Commissions in private placements of securities can be found in the Private Placement Memorandum associated with the offering which must be provided to you prior to making an investment.

DO YOU OR YOUR FINANCIAL PROFESSIONALS HAVE LEGAL OR DISCIPLINARY HISTORY?

Yes. Visit **www.investor.gov/CRS** for a free and simple search tool to research us and our financial professionals. For additional information about our brokers and services, visit **https://brokercheck.finra.org/**, and our web site www.digitaloffering.com.

Conversation Starter. As a financial professional, do you have any disciplinary history? For what type of conduct?

ADDITIONAL INFORMATION

- You may find additional information about our brokerage services at our website www.digitaloffering.com.
- You may request a copy of the Form CRS Relationship Summary by contacting your investment professional or our main office at (866) 209-1955.

Conversation Starter. Who is my primary contact person? Is he or she a representative of an investment adviser or broker-dealer? Who can I talk to if I have concerns about how this person is treating me?

SECTION I

IMPORTANT NOTICES AND CERTIFICATIONS

NOTICES

- Your Subscription Booklet is comprised of Exhibits A and B hereto and a signature page is included in this Subscription Booklet as Exhibit A for individual/joint investors.
- You, as an individual, or you, on behalf of the subscribing entity, are being asked to complete this Subscription Booklet so a determination can be made as to whether or not you or the subscribing entity are qualified to purchase the Shares under applicable federal and state securities laws.
- Your answers to the questions contained herein must be true and correct in all respects, and a false representation by you may give rise to a violation of law for which a claim for damages may be made against you.
- Your answers will be kept strictly confidential; however, by signing this Subscription Booklet, you will be authorizing the Company to present a completed copy of this Subscription Booklet (and any completed questionnaires and related information submitted by you in connection therewith) on a confidential basis to its counsel and such other advisors to the Company as they may deem appropriate in order to determine that the offer and sale of the Shares will not result in a violation of the Securities Act or of the securities laws of any state or of any other jurisdiction.
- **All questions must be answered**. If the appropriate answer is "None" or "Not Applicable," please state so. Please print or type your answers to all questions and attach additional sheets if necessary, to complete your answers to any item. Please initial any correction.
- You hereby agree that the execution of the signature page set forth herein constitute agreement to be bound by the terms and conditions hereof and all of the other documents constituting the Transaction Documents.

Individual Subscribers:

- If the Shares subscribed for are to be owned by more than one person, you and the other co-subscriber must each complete a separate Subscription Booklet (except if the co-subscriber is your spouse) and sign the signature page to the Shareholders Agreement included with this Subscription Booklet. If your spouse is a co-subscriber, you must indicate his or her name and social security number.

CERTIFICATIONS

- I understand that investment in the Shares is an **illiquid investment**. In particular, I recognize that: (i) I must bear the economic risk of investment in the Shares for an indefinite period of time, since the Shares have not been registered under the Securities Act and therefore cannot be sold unless either they are subsequently registered under the Securities Act or an exemption from such registration is available and, if requested by the Company, an opinion of counsel or other evidence reasonably satisfactory to the Company to that effect is provided; and (ii) no established market will exist and it is possible that no public market for the Shares, or any part thereof or any security underlying any part thereof, will develop. I consent to the affixing by the Company of such legends on certificates representing the Shares (or any part thereof) as any applicable federal or state securities law or any securities law of any other applicable jurisdiction may require from time to time.

_____ Initial

- The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the Investor's investment in the Shares and is able to bear such risks, and has obtained, in the Investor's judgment, sufficient information from the Company to evaluate the merits and risks of such investment. The Investor has evaluated the risks of investing in the Shares, understands there are substantial risks of loss incidental to the purchase of the Shares and has determined that the purchase of Shares is a suitable investment for the Investor and that the Investor can sustain a complete loss of the Investor's investment in the Company.

_____ Initial

- I represent and warrant to the Company that: (i) the financial information provided in this Subscription Booklet relating to me is complete, true and correct in all material respects; (ii) I and my investment managers, if any, have carefully reviewed and understand the risks of, and other considerations relating to, a purchase of Shares, including, without limitation, the Risk Factors as set forth in the PPM; (iii) I and my investment managers, if any, have been afforded the opportunity to obtain any information necessary to verify the accuracy of any representations or information presented by the Company and have had all inquiries to the Company answered, and have been furnished all requested materials, relating to the Company and the offering and sale of the Shares and anything set forth in the Transaction Documents; (iv) neither I nor my investment managers, if any, have been furnished any offering literature by the Company or any of its affiliates, associates or agents other than the Transaction Documents, and the agreements referenced therein; and (v) I am acquiring the Shares for which I am subscribing for my own account, as principal, for investment and not with a view to the resale or distribution of all or any part of the Shares in violation of federal, state or other applicable securities laws.

_____ Initial

- I hereby agree that the Company may deliver all notices, financial statements, and any and all other documents, information and communications concerning the affairs of the Company, including, without limitation, information about my investment, required or permitted to be provided to me hereunder by means of e-mail or by posting on an electronic message board or by other means of electronic communication. By signing this Subscription Booklet, I hereby consent to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating in any way to my rights, obligations or services under the Transaction Documents or as an investor in the Company. In connection with the U.S. Securities and Exchange Commission's electronic delivery of information requirements, I further agree to receive electronic mail for the purpose of recertifying this Certification through negative consent and agree to notify the Company in writing if I no longer agree to receive such communications by electronic means.

_____ Initial

- I represent that my investment objective is speculative in that I seek the maximum total return through an investment in a broad spectrum of securities, which involves a higher degree of risk than other investment styles and therefore my risk exposure is also speculative.

_____ Initial

- The Shares offered hereby are highly speculative and involve a high degree of risk and I should only purchase these securities if I can afford to lose my entire investment.

_____ Initial

- I understand that the purchase price per Share is exclusive of any costs incurred by me for legal, tax, accounting or financial advice, including fees paid to my purchaser representative, if any.

_____ Initial

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

_____ Initial

- All of the information which I have furnished to the Company and which is set forth in the Subscription Booklet is correct and complete in all material respects as of the date of the Subscription Booklet. If any material change in this information should occur prior to my subscription being accepted, I will promptly furnish the revised or corrected information. I further agree to be bound by all of the terms and conditions of the Offering and the Transaction Documents. I agree to indemnify and hold harmless the Company and its officers, directors, employees and affiliates from and against all damages, losses, costs and expenses (including reasonable attorneys' fees and expenses) that they may incur by reason of the failure of the undersigned to fulfill any of the terms or conditions of this Subscription Booklet or by reason of any breach of the representations and warranties made by the undersigned herein or in any agreement provided by the undersigned to the Company. This subscription is not transferable or assignable by me without the written consent of the Company (provided, however, that for the avoidance of doubt, any securities acquired in the Offering are transferrable without the consent of the Company, subject to any restrictions on transfer specified in the other Transaction Documents). If more than one person has signed this Subscription Booklet, the obligations of each such signatory to this Subscription Booklet shall be joint and several and the representations and warranties contained in this Subscription Booklet shall be deemed to be made by, and be binding upon, each of these persons and his or her heirs, executors, administrators, successors and assigns (but, for the avoidance of doubt, such obligations of the persons signing this Subscription Booklet are several, and not joint, with any other investor in the Offering). This subscription, upon acceptance by the Company, shall be binding upon my heirs, executors, administrators, successors and assigns. This Subscription Booklet shall be construed in accordance with and governed in all respects by the internal laws of the State of Delaware.

_____ Initial

- I certify that (1) my taxpayer identification number shown in this Subscription Booklet is correct and (2) I am not subject to backup withholding because (a) I have not been notified that I am subject to backup withholding as a result of a failure to report all interest and dividends or (b) the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (If you have been notified that you are subject to backup withholding and the Internal Revenue Service has not advised you that backup withholding has been terminated, strike out item (2) in the sentence directly above.)

_____ Initial

- The acceptance of my subscription together with the appropriate remittance will not breach any applicable money laundering rules and regulations and I undertake to provide verification of my identity reasonably satisfactory (on a confidential basis) to the Company promptly on request. I acknowledge that due to money laundering requirements operating within their respective jurisdictions, the Company may require further identification of me/us before applications can be processed. The Company shall be held harmless and indemnified by me against any loss arising from the failure to process this application if such information as has been reasonably required from me has not been provided by me.

_____ Initial

- I understand that the Subscription Booklet relating to the Offering will be irrevocable, and unless the subscription is rejected or withdrawn, I will become an investor in this Offering. I understand that the Company may accept any subscription at any time in their sole and absolute discretion. They may reject, in whole or in part, any subscription and at any time, in their absolute discretion for any reason whatsoever, including but not limited to, failure to conform to the requirements of the Offering, insufficient documentation, or oversubscription of the Offering.

_____ Initial

- I understand that the Company has engaged Digital Offering, LLC, as placement agent for the Company in connection with the financing set forth in this Subscription Booklet. The Company has agreed to pay to the Placement Agent or its designees, a placement agent fee in cash equal to seven and one half percent (7.5%) of the amount of gross proceeds raised by the Company in the Offering.

_____ Initial

- I certify that I have carefully read the Risk Factors set forth in the PPM.

_____ Initial

EXHIBIT A
INDIVIDUAL/JOINT INVESTOR FORM(S)

ALL INDIVIDUAL/JOINT INVESTORS MUST COMPLETE EXHIBIT A

______________________________ ______________________________

Name of Investor (*please print or type*) **Social Security Number** (Tax I.D. Number)

______________________________ ______________________________

Amount of Subscription*
* minimum subscription amount is $5,000 or 1 Share

Number of Shares Purchased

Type of Investor -

☐ Individual
☐ Joint Tenants (with Rights of Survivorship)

Full Mailing Address (*Exactly as it should appear on labels*):

____

____

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Telephone ______________ Cell number ______________

E-mail address ______________ Fax number ______________

If different from Full Mailing Address above; please supply a **Residence** (individual) or Principal **Place of Business** (entity) address (*no P.O. boxes, please*):

____

____

____

Telephone ______________ Cell number ______________

E-mail address ______________ Fax number ______________

ANTI-MONEY LAUNDERING INFORMATION

This Subscription Booklet will not be deemed complete, regardless of whether the subscriber has already wired funds, until all of the required documentation is received.

Identity Document (all investors must provide by upload or email to parler@digitaloffering.com)

☐ **A government issued form of picture identification**
(e.g. a passport, driver's license, other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard).

☐ **Proof of Mailing**, Residence **or** Place of Business Address (e.g., current utility bill).

Payment Source Credit Card

COMPANY IS RESPONSIBLE FOR THE CREDIT CARD PROCESSING FEE OF 4.00% + $0.30

(a) Account holder name (**if different** from Investor, above): ____________________

	YES	NO
(b) Is the Card Holder located in the U.S. or another Approved FATF Country*?	☐	☐

Payment Source Information for Wires

(a) Account holder name (**if different** from Investor, above): ____________________

	YES	NO
(b) "Wiring Bank" from which payment is being wired: ________________________		
(c) Is the Wiring Bank located in the U.S. or another Approved FATF Country*?	☐	☐
If yes, please answer question (d) below.		
(d) Is the Investor an account holder at the Wiring Bank?	☐	☐

BROKER-DEALER AFFILIATE STATUS

	YES	NO
Are any investors an affiliate of a broker-dealer?	☐	☐

	YES	NO
If yes, do you certify that you bought the Shares in the ordinary course of business, and at the time of purchase, you had no agreements or understandings, directly or indirectly, with any person to distribute the Shares?	☐	☐

Note: If your response to the foregoing question is "no," the SEC's staff has indicated that you may be required to be identified as an underwriter in a future registration statement relating to the Shares or the securities underlying the Shares.

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* As of the date hereof, approved countries that are members of the Financial Action Task Force on Money Laundering (each, an "**Approved FATF Country**") are: Argentina, Australia, Austria, Belgium, Brazil, Canada, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Luxembourg, Mexico, Kingdom of the Netherlands, New Zealand, Norway, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United States.

Relationships with the Company

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.
State any exceptions here:

ACCREDITED INVESTOR

In order to ensure compliance with Rule 506(c) promulgated under Regulation D, the Investor must initial the applicable item below to indicate which method it will use to verify its status as an "accredited investor" as defined in Regulation D, and to make any necessary representations and warranties in connection with the verification of its status as an accredited investor.

FOR INDIVIDUAL ACCOUNTS

*(Please initial **ONE** of the following, as appropriate)*

____
Initial

1. The Investor has an individual **net worth** in excess of $1,000,000 and represents and warrants that such Investor has considered all liabilities necessary to make a determination of net worth as detailed in Exhibit B below.

OR

____
Initial

2. The Investor has **joint net worth** with his or her spouse, in excess of $1,000,000 and

   (a) such Investor represents and warrants that such Investor has considered all liabilities and/or debts owed by investor and joint applicant necessary to make a determination of Investor's joint net worth

   please initial here:_______________

OR

____
Initial

3. Investor had **individual income** (exclusive of any income attributable to spouse) of more than $200,000 in each of the past two years and represents and warrants that such Investor reasonably expects to reach the same income level in the current year.

OR

____
Initial

4. The Investor had **joint income** with their spouse of more than $300,000 in each of the past two years and

   (a) such Investor represents and warrants that he/she and joint applicant have a reasonable expectation of reaching the joint income level necessary to qualify as an accredited investor

   please initial here:_______________

OR

____
Initial

5. Investor represents he/she is a natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act.

OR

_______ 6. Investor represents that he/she is a "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in paragraph (a)(12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii).
Initial

OR

_______ 7. Investor represents that he/she is a natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status.
Initial

SIGNATURE PAGE

INDIVIDUAL/JOINT INVESTOR

Individual/Joint Investors must sign this page.

By signing below, Investors agree to be bound by the terms of this Subscription Booklet, the Purchase Agreement, Registration Rights Agreement, any certifications contained herein and all other Transaction Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Investor name (please print): ________________________________

Signature: ____________________ Date: ____________________

____

Amount of Subscription*

* minimum subscription amount is $5,000 or 1 Share

____

Number of Shares Purchased

Address: ________________________________

____

____

Phone Number: ________________________________

Cell Number: ________________________________

Email Address: ________________________________

Joint Signer (if applicable)

Name: ________________________________

Signature: ________________________________

Date: ________________________________

COMPANY ACCEPTANCE:

PARLER TECHNOLOGIES, , INC

Acceptance Date: ________________

By: ________________________________

Name: Yasser Elgebaly

Title: CEO

EXHIBIT B

Summary of Process for Verification of Accredited Investor Status

The definition of an individual accredited investor under the Securities Act of 1933, Rule 501(a)[1] is that you have (i) gross individual income of $200,000 – or $300,000 with your spouse if filing jointly – in both of the previous 2 years with a reasonable expectation that you will attain that level of income in the current year, or; (ii) individual net worth (excluding primary residence) – or joint net worth with a spouse – in excess of $1,000,000. You may wish to visit the SEC website to learn more, and view their Accredited Investor Information[1]. Note that income verification is valid for 12 months from the date we confirm it, while net worth verification is only valid for 3 months from the date we confirm it. Unverified investors will not be permitted to participate in this Offering.

3 Ways to Get Verified

1. Please have your CPA, attorney, registered investment advisor, or broker-dealer email us a letter on their letterhead, using this template (the pro-letter document provided below), attesting to your status as an accredited investor based upon their knowledge of your income or your net worth. This letter must be dated within the prior 60 days.

2. You may instead send income verification documents (such as IRS Forms 1040 or W-2) for us to review that evidence your income for the prior two years.

3. You may instead send asset verification documents (such as bank or brokerage statements dated within the past 60 days), which we will review.

This Subscription Booklet will not be deemed complete, regardless of whether Investor has already wired funds, until all of the required verification document described above is received by the Company. If the document is not received funds will be returned to the Investor and the subscription will not be accepted.

[1] https://www.sec.gov/fast-answers/answers-accredhtm.html

[CERTIFIER LETTERHEAD]

Accredited Status Certification Letter

Parler Technologies, Inc.
5700 Tennyson Pkwy, Suite 200
Plano, TX 75024

Re: Determination of Accredited Investor status

To whom it may concern:

[Client name] ("Client") has asked us to provide Parler Technologies, Inc. ("Issuer") with this letter to assist you in your determination of whether Client is an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "Securities Act").

[I/We] hereby certify that [I/we] [am/are], (please check the appropriate box):

[ ] a registered broker-dealer, as defined in the Securities Exchange Act of 1934;
[ ] an investment adviser registered with the Securities and Exchange Commission;
[ ] a licensed attorney in good standing under the laws of the jurisdictions in which I'm admitted to practice law;
[ ] a certified public accountant in good standing under the laws of the place of my residence or principal office.

We draw your attention to the fact that the determination of whether a person is an accredited investor is a factual question and therefore not susceptible to a legal opinion. Accordingly, this letter is not a legal opinion and we make no representations whether Client is an accredited investor or whether this letter is sufficient for your purposes.

We hereby confirm that the Client is an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act. In connection with this letter, we have examined and relied upon the original or copies of the following documents (the "Client Materials"), please check the appropriate box(es):

[ ] Tax returns for the years [ ] and [ ] (each, a "Tax Year") filed by Client and [his/her] spouse on Form 1040 (the "Tax Returns"), accompanied by a certificate of the Client that that the copies of the Tax Returns provided were true, correct and complete, filed with the appropriate office of the Internal Revenue Service, prepared in full compliance with applicable law and governmental regulations and have not been amended.

[ ] Form 1099 filed with the Internal Revenue Service "IRS" by Client [and spouse] for the two most-recent years;

[ ] Schedule K-1 of Form 1065 filed with the IRS by Client [and spouse] for the two most recent-years;

[ ] Form W-2 filed with the IRS and provided to Client by its employer [and spouse] for the two most recent-years;

[ ] Other Internal Revenue Service documents (please specify): ______________________.

[ ] Bank, brokerage and other statements of securities holdings, certificates of deposit, tax assessments, or appraisal reports issued by independent third parties to Client, dated within three months of the date of this Letter;

[ ] A consumer or credit report from at least one of the nationwide consumer reporting agencies indicating Client's liabilities, dated within three months of the date of this Letter;

[ ] Other documents (please specify): ____.

We have not conducted any other investigation or inquiries of Client and have not determined whether the above documents were accurately prepared, agree with source documents, were properly filed or otherwise.

By rendering this letter, we do not intend to waive any attorney-client privilege, as applicable. This letter is limited to the matters set forth herein and speaks only as of the date hereof. Nothing may be inferred or implied beyond the matters expressly contained herein. This letter may be relied upon by you and only in connection with an offering under Rule 506(c) and only for 90 days from the date of this letter. This letter may not be used, quoted from, referred to or relied upon by you or by any other person for any other purpose, nor may copies be delivered to any other person, without in each instance our express prior written consent. We assume no obligation to update this letter.

CERTIFIER:

By:_______________________ Name:___________________________ Title:________________

PARLER TECHNOLOGIES, INC.

PRIVATE PLACEMENT OFFERING

Subscription Booklet-Entities

Private Placement of up to 10,000 Shares of

Series A Convertible Preferred Stock

$50,000,000 Offering

The securities offered hereby are speculative and involve a high degree of risk.

Minimum Purchase Price: $5,000

Accredited Investors Only

November 2025

***Legal Disclaimer:** Parler Technologies, Inc. is currently undertaking a private placement offering pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Act"), and/or Rule 506 of Regulation D promulgated thereunder. Investors should consider the investment objectives, risks, and investment time horizon of Parler Technologies, Inc. carefully before investing. The Offering Documents relating to each offering of equity interests by Parler Technologies, Inc. will contain this and other information and should be read carefully before investing. Securities of Parler Technologies, Inc. are being offered and sold in reliance on the exemption from registration set forth in Section 506(c) under the Securities Act of 1933, as amended, or the "Securities Act". In accordance therewith, you should be aware that (i) the securities may be sold only to "accredited investors," which for natural persons are investors who meet certain minimum annual income or net worth thresholds; (ii) the securities will only be offered in reliance on an exemption from the registration requirements of the Securities Act and will not be required to comply with specific disclosure requirements that apply to registration under the Securities Act; (iii) the Securities and Exchange Commission will not pass upon the merits of or give its approval to the securities, the terms of the offering, or the accuracy or completeness of any offering materials; (iv) the securities will be subject to legal restrictions on transfer and resale and investors should not assume they will be able to resell their securities; investing in securities involves risk, and investors should be able to bear the loss of their investment. The summary may include "forward-looking statements" with the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Exchange Act of 1934 and are intended to be covered by the safe harbor provisions for forward looking statements. This information is supplied from sources we believe to be reliable but we cannot guarantee accuracy. Although we believe our expectations expressed in such forward looking statements are reasonable, we cannot assure you that they will be realized. Investors are cautioned that such forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from the anticipated results. Parler Technologies, Inc. may, in the future, undertake a public offering pursuant to Regulation A under the Act. No money or other consideration is being solicited at this time with respect to such an offering, and if sent in response to these materials for such an offering, it will not be accepted. No offer to buy securities can be accepted and no part of the purchase price can be received for an offering under Regulation A until an offering statement is qualified by the U. S. Securities and Exchange Commission, and any such offer may be withdrawn or revoked, without obligation or commitment of any kind, at any time before notice of its acceptance given after the qualification date. An indication of interest made by a prospective investor in a Regulation A offering is non-binding and involves no obligation or commitment of any kind.*

INSTRUCTIONS FOR COMPLETION OF SUBSCRIPTION BOOKLET

Prospective investors should read the transaction documents for this proposed investment in Parler Technologies, Inc. (the "**Company**"), including the amended and restated private placement offering memorandum dated as of November 4, 2025 ("**PPM**"), Purchase Agreement (the "**Purchase Agreement**"), registration rights agreement ("**Registration Rights Agreement**") and this Subscription Booklet (collectively, the "**Transaction Documents**") prior to purchasing any shares in this Offering (as such terms are defined below). In particular, you should not construe the contents of the Transaction Documents as investment or legal advice. You should consult your bankers, counsel, accountants, tax experts and other advisors as to legal, tax, business, financial and related aspects of an investment in the Shares (defined below). No representation or warranty is made as to whether, or the extent to which, the Shares (defined below) constitute legal investments for investors whose investment authority is subject to legal restrictions. Such investors should consult their legal advisors regarding such matters.

The Company is offering up to a maximum of 10,000 shares of Series A Convertible Preferred Stock, par value $0.001 (the "**Shares**"), on a best-efforts basis (the "**Offering**"), at a price of $5,000 per Share. The total Offering amount may be increased by 10,000 Shares, at the Company's sole discretion, for a total Offering amount of up to $100,000,000. The minimum subscription is $5,000 or one (1) Share.

Execution of this Subscription Booklet shall constitute execution of the Purchase Agreement and the Registration Rights Agreement. If you wish to invest in this Offering, this Subscription Booklet and the signature page included herewith must be executed and returned to:

Digital Offering at: parler@digitaloffering.com

You should consult with an attorney, accountant, investment adviser or other adviser regarding an investment in the Company and its suitability for you. Investing in the Shares involves certain investment risks, including the possible loss of all of your investment. All subscription documents must be completed correctly and thoroughly, or they will not be accepted. If you wish to invest, please (a) complete, sign and return this Subscription Booklet and the relevant signature page contained herein.

- ☐ **Form CRS**
- ☐ **Section I -** Important Notices and Certifications
- ☐ **Exhibit A** –Entity Investor Form(s)
- ☐ **Exhibit B** – Accreditation Procedures

The purchase price for the Shares is exclusive of any costs incurred by an investor for legal, tax accounting or financial advice, including fees paid to his, her or its purchaser representative, if any.

Upon completing this Subscription Booklet and executing the signature page contained herein, the subscription made by the investor will be irrevocable and, unless the subscription is rejected, or the Offering is withdrawn, the subscriber will become an investor in this Offering. The Company may reject, in whole or in part, any subscription and at any time, in their absolute discretion for any reason whatsoever, including but not limited to, failure to conform to the requirements of the Offering, insufficient documentation, or oversubscription of the Offering. Investors who participate in this Offering will be required to deposit their funds directly to the Company.

There is no minimum in this Offering, so there will be no continuing arrangements to place the funds in an escrow, trust or similar account, and all cleared funds will be available to the Company immediately.

Wiring Instructions:

Wilmington Trust Company
ABA #: 031100092
A/C #: 180672-000
A/C Name: Parler Technologies, Inc Escrow [FBO: INVESTOR NAME]

International Wires:

M&T
Buffalo, New York
ABA: 022000046
SWIFT: MANTUS33
Beneficiary Bank: Wilmington Trust
Beneficiary ABA: 031100092
A/C #: 180672-000
A/C Name: Parler Technologies, Inc Escrow

Bank Address:

Parler Technologies, Inc. Escrow
c/o Wilmington Trust
1100 North Market Street
Wilmington, DE 19890
Attn: Workflow Management

Company Address:

Parler Technologies, Inc.
5700 Tennyson Pkwy, Suite 200
Plano, TX 75024

CUSTOMER RELATIONSHIP SUMMARY

INTRODUCTION

Digital Offering LLC ("D.O.") is registered with the Securities & Exchange Commission as a broker-dealer that provides brokerage accounts and services. D.O. is a member of FINRA and SIPC. Brokerage and investment advisory services and fees differ; it is important for you to understand the differences. Free and simple tools are available to research firms and financial professionals at: **www.investor.gov/CRS** which also provides educational materials about broker-dealers, investment advisers, and investing.

WHAT INVESTMENT SERVICES AND ADVICE CAN YOU PROVIDE ME?

D.O.'s primary business involves Investment Banking and acting as a Managing Broker-dealer. D.O. offers limited brokerage services to retail investors. For some customers, D.O. might act as a placement agent and assist a retail customer with the purchase of a private placement. The available investments might be limited based on account size, account type and/or investment type. Some investments have a minimum investment amount which will be disclosed in the offering documents for each investment. As a placement agent, D.O. might make a recommendation or provide investment advice to a retail investor. The ultimate decision to purchase or sale an investment is the responsibility of the retail investor. D.O. does not open (or hold) accounts for retail investors and does not provide any monitoring of the investment(s).

Conversation Starters. Given my financial situation should I choose a brokerage service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?

WHAT FEES WILL I PAY?

- The fee you pay is based on the specific transaction and not on the value of your account.
- For investments in private placements of securities, the fees paid to D.O. will be deducted from the amount of investment money sent to the issuer of the securities. The Amended and Restated Private Placement Memorandum will contain information for the amount specific to the offering.
- Retail investors might incur additional fees from their own banking and financial institutions as a result of their investment. These fees include, but are not limited to, wire, check and ACH charges involved when purchasing the investment and custody charges depending on where the investment will be custodied.
- The more transactions in your account, the more fees we will charge you. We therefore have an incentive to encourage you to engage in transactions.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

Conversation Starter. Help me understand how these fees and costs might affect my investments. If I give you $10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

WHAT ARE YOUR LEGAL OBLIGATIONS TO ME WHEN PROVIDING RECOMMENDATIONS? HOW ELSE DOES YOUR FIRM MAKE MONEY AND WHAT CONFLICTS OF INTEREST DO YOU HAVE?

When we provide you with a recommendation, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations we provide you. Here are some examples to help you understand what this means.

- Proprietary products are investments that are issued, sponsored, or managed by our firm or affiliates. We and our affiliates make money on proprietary products which may be similar to non-proprietary products which may cost less.
- We can make extra money by selling you certain investments either because they are managed by someone related to our firm or because they are offered by companies that pay our firm to sell their investments. Your financial professional also receives more money if you buy these investments.
- Some investment offerings, such as private placements, provide additional compensation to D.O. in the form of warrants or other non-cash compensation.

Conversation Starter. How might your conflicts of interest affect me, and how will you address them?

HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?

Financial professionals receive compensation directly related to investor's investments in the form of commissions. Commissions in private placements of securities can be found in the Private Placement Memorandum associated with the offering which must be provided to you prior to making an investment.

DO YOU OR YOUR FINANCIAL PROFESSIONALS HAVE LEGAL OR DISCIPLINARY HISTORY?

Yes. Visit **www.investor.gov/CRS** for a free and simple search tool to research us and our financial professionals. For additional information about our brokers and services, visit **https://brokercheck.finra.org/**, and our web site www.digitaloffering.com.

Conversation Starter. As a financial professional, do you have any disciplinary history? For what type of conduct?

ADDITIONAL INFORMATION

- You may find additional information about our brokerage services at our website www.digitaloffering.com.
- You may request a copy of the Form CRS Relationship Summary by contacting your investment professional or our main office at (866) 209-1955.

Conversation Starter. Who is my primary contact person? Is he or she a representative of an investment adviser or broker-dealer? Who can I talk to if I have concerns about how this person is treating me?

SECTION I

IMPORTANT NOTICES AND CERTIFICATIONS

NOTICES

- Your Subscription Booklet is comprised of Exhibits A, and B, C hereto and a signature page is included in this Subscription Booklet as Exhibit A for entities.
- You, as an individual, or you, on behalf of the subscribing entity, are being asked to complete this Subscription Booklet so a determination can be made as to whether or not you or the subscribing entity are qualified to purchase the Shares under applicable federal and state securities laws.
- Your answers to the questions contained herein must be true and correct in all respects, and a false representation by you may give rise to a violation of law for which a claim for damages may be made against you.
- Your answers will be kept strictly confidential; however, by signing this Subscription Booklet, you will be authorizing the Company to present a completed copy of this Subscription Booklet (and any completed questionnaires and related information submitted by you in connection therewith) on a confidential basis to its counsel and such other advisors to the Company as they may deem appropriate in order to determine that the offer and sale of the Shares will not result in a violation of the Securities Act or of the securities laws of any state or of any other jurisdiction.
- **All questions must be answered**. If the appropriate answer is "None" or "Not Applicable," please state so. Please print or type your answers to all questions and attach additional sheets if necessary, to complete your answers to any item. Please initial any correction.
- You hereby agree that the execution of the signature page set forth herein constitute agreement to be bound by the terms and conditions hereof and all of the other documents constituting the Transaction Documents.

CERTIFICATIONS

- I understand that investment in the Shares is an **illiquid investment**. In particular, I recognize that: (i) I must bear the economic risk of investment in the Shares for an indefinite period of time, since the Shares have not been registered under the Securities Act and therefore cannot be sold unless either they are subsequently registered under the Securities Act or an exemption from such registration is available and, if requested by the Company, an opinion of counsel or other evidence reasonably satisfactory to the Company to that effect is provided; and (ii) no established market will exist and it is possible that no public market for the Shares, or any part thereof or any security underlying any part thereof, will develop. I consent to the affixing by the Company of such legends on certificates representing the Shares (or any part thereof) as any applicable federal or state securities law or any securities law of any other applicable jurisdiction may require from time to time.

_____ Initial

- The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the Investor's investment in the Shares and is able to bear such risks, and has obtained, in the Investor's judgment, sufficient information from the Company to evaluate the merits and risks of such investment. The Investor has evaluated the risks of investing in the Shares, understands there are substantial risks of loss incidental to the purchase of the Shares and has determined that the purchase of Shares is a suitable investment for the Investor and that the Investor can sustain a complete loss of the Investor's investment in the Company.

_____ Initial

- I represent and warrant to the Company that: (i) the financial information provided in this Subscription Booklet relating to me is complete, true and correct in all material respects; (ii) I and my investment managers, if any, have carefully reviewed and understand the risks of, and other considerations relating to, a purchase of Shares, including, without limitation, the Risk Factors as set forth in the PPM; (iii) I and my investment managers, if any, have been afforded the opportunity to obtain any information necessary to verify the accuracy of any representations or information presented by the Company and have had all inquiries to the Company answered, and have been furnished all requested materials, relating to the Company and the offering and sale of the Shares and anything set forth in the Transaction Documents; (iv) neither I nor my investment managers, if any, have been furnished any offering literature by the Company or any of its affiliates, associates or agents other than the Transaction Documents, and the agreements referenced therein; and (v) I am acquiring the Shares for which I am subscribing for my own account, as principal, for investment and not with a view to the resale or distribution of all or any part of the Shares in violation of federal, state or other applicable securities laws.

_____ **Initial**

- I hereby agree that the Company may deliver all notices, financial statements, and any and all other documents, information and communications concerning the affairs of the Company, including, without limitation, information about my investment, required or permitted to be provided to me hereunder by means of e-mail or by posting on an electronic message board or by other means of electronic communication. By signing this Subscription Booklet, I hereby consent to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating in any way to my rights, obligations or services under the Transaction Documents or as an investor in the Company. In connection with the U.S. Securities and Exchange Commission's electronic delivery of information requirements, I further agree to receive electronic mail for the purpose of recertifying this Certification through negative consent and agree to notify the Company in writing if I no longer agree to receive such communications by electronic means.

_____ **Initial**

- I represent that my investment objective is speculative in that I seek the maximum total return through an investment in a broad spectrum of securities, which involves a higher degree of risk than other investment styles and therefore my risk exposure is also speculative.

_____ **Initial**

- The Shares offered hereby are highly speculative and involve a high degree of risk and I should only purchase these securities if I can afford to lose my entire investment.

_____ **Initial**

- I understand that the purchase price per Share is exclusive of any costs incurred by me for legal, tax, accounting or financial advice, including fees paid to my purchaser representative, if any.

_____ **Initial**

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

_____ Initial

- All of the information which I have furnished to the Company and which is set forth in the Subscription Booklet is correct and complete in all material respects as of the date of the Subscription Booklet. If any material change in this information should occur prior to my subscription being accepted, I will promptly furnish the revised or corrected information. I further agree to be bound by all of the terms and conditions of the Offering and the Transaction Documents. I agree to indemnify and hold harmless the Company and its officers, directors, employees and affiliates from and against all damages, losses, costs and expenses (including reasonable attorneys' fees and expenses) that they may incur by reason of the failure of the undersigned to fulfill any of the terms or conditions of this Subscription Booklet or by reason of any breach of the representations and warranties made by the undersigned herein or in any agreement provided by the undersigned to the Company. This subscription is not transferable or assignable by me without the written consent of the Company (provided, however, that for the avoidance of doubt, any securities acquired in the Offering are transferrable without the consent of the Company, subject to any restrictions on transfer specified in the other Transaction Documents). If more than one person has signed this Subscription Booklet, the obligations of each such signatory to this Subscription Booklet shall be joint and several and the representations and warranties contained in this Subscription Booklet shall be deemed to be made by, and be binding upon, each of these persons and his or her heirs, executors, administrators, successors and assigns (but, for the avoidance of doubt, such obligations of the persons signing this Subscription Booklet are several, and not joint, with any other investor in the Offering). This subscription, upon acceptance by the Company, shall be binding upon my heirs, executors, administrators, successors and assigns. This Subscription Booklet shall be construed in accordance with and governed in all respects by the internal laws of the State of Delaware.

_____ Initial

- I certify that (1) my taxpayer identification number shown in this Subscription Booklet is correct and (2) I am not subject to backup withholding because (a) I have not been notified that I am subject to backup withholding as a result of a failure to report all interest and dividends or (b) the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (If you have been notified that you are subject to backup withholding and the Internal Revenue Service has not advised you that backup withholding has been terminated, strike out item (2) in the sentence directly above.)

_____ Initial

- The acceptance of my subscription together with the appropriate remittance will not breach any applicable money laundering rules and regulations and I undertake to provide verification of my identity reasonably satisfactory (on a confidential basis) to the Company promptly on request. I acknowledge that due to money laundering requirements operating within their respective jurisdictions, the Company may require further identification of me/us before applications can be processed. The Company shall be held harmless and indemnified by me against any loss arising from the failure to process this application if such information as has been reasonably required from me has not been provided by me.

_____ Initial

- I understand that the Subscription Booklet relating to the Offering will be irrevocable, and unless the subscription is rejected or withdrawn, I will become an investor in this Offering. I understand that the Company may accept any subscription at any time in their sole and absolute discretion. They may reject, in whole or in part, any subscription and at any time, in their absolute discretion for any reason whatsoever, including but not limited to, failure to conform to the requirements of the Offering, insufficient documentation, or oversubscription of the Offering.

_____ Initial

- I understand that the Company has engaged Digital Offering, LLC, as placement agent for the Company in connection with the financing set forth in this Subscription Booklet. The Company has agreed to pay to the Placement Agent or its designees, a placement agent fee in cash equal to seven and one half percent (7.5%) of the amount of gross proceeds raised by the Company in the Offering.

_____ Initial

- I certify that I have carefully read the Risk Factors set forth in the PPM.

_____ Initial

EXHIBIT A
ENTITY INVESTOR FORM(S)

ALL ENTITY INVESTORS MUST COMPLETE EXHIBIT B

Name of Investor (*please print or type*)	**Social Security Number** (Tax I.D. Number)
Amount of Subscription* * minimum subscription amount is $5,000 or 1 Share	**Number of Shares Purchased**

Type of Investor - *please check all that apply*:

☐ Partnership
☐ Corporation
☐ Trust
☐ Limited Liability Company
☐ Fund of Funds*
☐ Registered Investment Company
☐ Tenants in Common
☐ Individual Retirement Plan
☐ Charitable Remainder Trust
☐ Foundation
☐ Endowment
☐ Employee Benefit Plan
☐ Keogh Plan

Full Mailing Address (*Exactly as it should appear on labels*):

Telephone Cell number

E-mail address Fax number

If different from Full Mailing Address above; please supply a **Residence** (individual) or Principal **Place of Business** (entity) address (*no P.O. boxes, please*):

Telephone Cell number

E-mail address Fax number

* For purposes of this item, the term "**Fund of Funds**" means a fund that invests 10 percent or more of its total assets in other pooled investment vehicles, whether or not they are private funds or registered investment companies.

ANTI-MONEY LAUNDERING INFORMATION

This Subscription Booklet will not be deemed complete, regardless of whether Investor has already wired funds, until all of the required documentation is received.

Entity Documentation (Investor representative may email such documentation to Company)

☐ Documents showing the existence of the entity, such as certified articles of incorporation, a government-issued business license, a partnership agreement, or a trust instrument.

Payment Source Credit Card

COMPANY IS RESPONSIBLE FOR THE CREDIT CARD PROCESSING FEE OF 4.00% + $0.30

(a) Account holder name (if different from Investor, above):

____

	YES	NO
(b) Is the Card Holder located in the U.S. or another Approved FATF Country*?	☐	☐

Payment Source Information

		YES	NO
(a)	Account holder name (**if different** from Investor, above): ____________________		
(b)	"Wiring Bank" from which payment is being wired: __________________________		
(c)	Is the Wiring Bank located in the U.S. or another Approved FATF Country*? If yes, please answer question (d) below.	☐	☐
(d)	Is the Investor an account holder at the Wiring Bank?	☐	☐

BROKER-DEALER AFFILIATE STATUS

	YES	NO
Are any investors an affiliate of a broker-dealer?	☐	☐
If yes, do you certify that you bought the Shares in the ordinary course of business, and at the time of purchase, you had no agreements or understandings, directly or indirectly, with any person to distribute the Shares?	☐	☐

Note: If your response to the foregoing question is "no," the SEC's staff has indicated that you may be required to be identified as an underwriter in a future registration statement relating to the Shares or the securities underlying the Shares.

Relationships with the Company

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had

* As of the date hereof, approved countries that are members of the Financial Action Task Force on Money Laundering (each, an "**Approved FATF Country**") are: Argentina, Australia, Austria, Belgium, Brazil, Canada, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Luxembourg, Mexico, Kingdom of the Netherlands, New Zealand, Norway, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United States.

any other material relationship with the Company (or its predecessors or affiliates) during the past three years. State any exceptions here:

ACCREDITED INVESTOR

In order to ensure compliance with Rule 506(c) promulgated under Regulation D, the Investor must initial the applicable item below to indicate which method it will use to verify its status as an "accredited investor" as defined in Regulation D, and to make any necessary representations and warranties in connection with the verification of its status as an accredited investor.

(A) FOR CORPORATIONS, PARTNERSHIPS, EMPLOYEE BENEFIT PLANS OR IRA

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

If your answer to question 1 is **"no"**, CHECK whichever of the following statements (a-g) is applicable to the subscribing entity.

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

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

OR

(b) _______ an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 that has total assets in excess of $5,000,000;

OR

(c) _______ each of its shareholders, partners, or beneficiaries meets at least one of the conditions described below FOR INDIVIDUAL ACCOUNTS.

Accordingly, please initial the following, as appropriate:

_______ *Initial* — i. The Investor has an individual **net worth** in excess of $1,000,000, exclusive of their primary residence and represents and warrants that such Investor has disclosed all liabilities necessary to make a determination of net worth as detailed in Exhibit C.

OR

_______ *Initial* — ii. The Investor has a **joint net worth** with his or her spouse, in excess of $1,000,000 exclusive of their primary residence and

(a) such Investor represents and warrants that such Investor has considered all liabilities and/or debts owed by investor and joint applicant necessary to make a determination of the Investor's joint net worth;

OR

_______ *Initial* — iii. Investor had **individual income** (exclusive of any income attributable to spouse) of more than $200,000 in each of the past two years and represents and warrants that such Investor reasonably expects to reach the same income level in the current year.

OR

_______ *Initial* — iv. The Investor had **joint income** with their spouse of more than $300,000 in each of the past two years and

(a) such Investor represents and warrants that he/she and joint applicant have a reasonable expectation of reaching the joint income level necessary to qualify as an accredited investor

OR

(d) _______ the plan is a self-directed employee benefit plan and the investment decision is made solely by a person that meets at least one of the conditions described below FOR INDIVIDUAL ACCOUNTS.

Accordingly, please initial the following, as appropriate:

____
Initial

i. The Investor has an individual **net worth** in excess of $1,000,000, exclusive of their primary residence and represents and warrants that such Investor has disclosed all liabilities necessary to make a determination of net worth as detailed in Exhibit C.

OR

____
Initial

ii. The Investor has a **joint net worth** with his or her spouse, in excess of $1,000,000 exclusive of their primary residence and

(a) such Investor represents and warrants that such Investor has considered all liabilities and/or debts owed by investor and joint applicant necessary to make a determination of the Investor's joint net worth;

OR

____
Initial

iii. Investor had **individual income** (exclusive of any income attributable to spouse) of more than $200,000 in each of the past two years and represents and warrants that such Investor reasonably expects to reach the same income level in the current year.

OR

____
Initial

iv. The Investor had **joint income** with their spouse of more than $300,000 in each of the past two years and (a) such Investor represents and warrants that he/she and joint applicant have a reasonable expectation of reaching the joint income level necessary to qualify as an accredited investor;

OR

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

OR

(f) _______ a "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1):

- With assets under management in excess of $5,000,000,
- That is not formed for the specific purpose of acquiring the securities offered, and
- Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

OR

(g) _______ a "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in paragraph (a)(12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii).

If the answer to Question 1. above is **"yes"**, please certify the statement (h) below is true and correct:

(h) _______ The undersigned entity certifies that it is an accredited investor because each of its shareholders or beneficiaries meets at least one of the conditions described above under FOR INDIVIDUAL ACCOUNTS. Please also CHECK the appropriate space in that section.

(B) FOR TRUST ACCOUNTS

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

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

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

(a)_______ the trust has total assets in excess of $5,000,000 and the investment decision has been made by a "sophisticated person";

OR

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

OR

(c)_______ the grantor(s) of the trust may revoke the trust at any time and regain title to the trust assets and has (have) retained sole investment control over the assets of the trust and the (each) grantor(s) meets at least one of the ACCREDITED INVESTOR conditions described below for Individual Accounts. Accordingly, please initial ONE of the following, as appropriate:

____
Initial

i. The Investor has an individual **net worth** in excess of $1,000,000, exclusive of their primary residence and represents and warrants that such Investor has disclosed all liabilities necessary to make a determination of net worth as detailed in Exhibit C.

OR

____
Initial

ii. The Investor has a **joint net worth** with his or her spouse, in excess of $1,000,000 exclusive of their primary residence and
(a) such Investor represents and warrants that such Investor has disclosed all liabilities necessary to make a determination of the Investor's net worth;

please initial here:_______________

OR

____
Initial

iii. Investor had **individual income** (exclusive of any income attributable to spouse) of more than $200,000 in each of the past two years and represents and warrants that such Investor reasonably expects to reach the same income level in the current year.

OR

_______ iv. The Investor had **joint income** with their spouse of more than $300,000 in each of the past two years and

Initial

(a) such Investor represents and warrants that he/she has a reasonable expectation of reaching the joint income level necessary to qualify as an accredited investor;

please initial here:_______________

ONLY FILL OUT THE FOLLOWING SECTION IF YOU ARE AN ENTITY

AUTHORIZATION OF REPRESENTATIVE(S)/AGENT(S)

Set forth below are the names of persons authorized by the Investor to give and receive instructions between the Company and the Investor, together with their respective signatures. Such persons are the only persons so authorized until further notice to the Company.

(Please attach additional pages if needed)

Name	Signature

Address of Authorized Representative/Agent (*no P.O. boxes please*):

____

____

____

Telephone ______________________ Cell number ______________________

E-mail ______________________ Fax number ______________________

Please provide the following information for an individual(s) who is deemed to be a beneficial owner of the legal entity.

The beneficial owners for each legal entity must include: (1) each individual, if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 25% or more of the equity interests of the legal entity and (2) an individual with "significant responsibility to control, manage, or direct a legal entity customer" (including an individual acting in an executive office or senior management position, such as a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The following materials <u>must also be</u> provided to the Company for <u>each</u> beneficial owner:

☐ **A government issued form of picture identification**
(e.g., passport, driver's license, other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard).

Beneficial Owner (if required)

Full Mailing Address:

____

____

____

____

Date of birth	SSN (US persons)

Second Beneficial Owner (if required)

Full Mailing Address:

____

____

____

____

Date of birth	SSN (US persons)

Third Beneficial Owner (if required)

Full Mailing Address:

____

____

____

____

Date of birth	SSN (US persons)

(Please attach additional beneficial ownership pages if needed)

SIGNATURE PAGE

CORPORATIONS, PARTNERSHIPS, TRUSTS OR OTHER ENTITIES

Corporations, Partnerships, Trusts or Other Entity Investors must sign this page.

By signing below, Investors agree to be bound by the terms of this Subscription Booklet, the Purchase Agreement, Registration Rights Agreement, any certifications contained herein and all other Transaction Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Investor Entity Name (please print): ______________________________________

Signature: ______________________ Date: ______________

Signatory Name (please print): ______________________________________

Title: ______________________________________

COMPANY ACCEPTANCE (Company use only)

PARLER TECHNOLOGIES, INC.

Acceptance Date: ________________

By:______________________________
Name: Yasser Elgebaly
Title: CEO

EXHIBIT B

Summary of Process for Verification of Accredited Investor Status

See page 14 above for the categories of accredited investors that are entities, some of which may be comprised of individual accredited investors.

The definition of an individual accredited investor under the Securities Act of 1933, Rule 501(a)[1] is that you have (i) gross individual income of $200,000 – or $300,000 with your spouse if filing jointly – in both of the previous 2 years with a reasonable expectation that you will attain that level of income in the current year, or; (ii) individual net worth (excluding primary residence) – or joint net worth with a spouse – in excess of $1,000,000. You may wish to visit the SEC website to learn more, and view their Accredited Investor Information[1]. Note that income verification is valid for 12 months from the date we confirm it, while net worth verification is only valid for 3 months from the date we confirm it. Unverified investors will not be permitted to participate in this Offering.

3 Ways to Get Verified

1. Please have your CPA, attorney, registered investment advisor, or broker-dealer email us a letter on their letterhead, using this template (the pro-letter document provided below), attesting to your status as an accredited investor based upon their knowledge of your income or your net worth. This letter must be dated within the prior 60 days.

2. You may instead send income verification documents (such as IRS Forms 1040 or W-2) for us to review that evidence your income for the prior two years.

3. You may instead send asset verification documents (such as bank or brokerage statements dated within the past 60 days), which we will review.

This Subscription Booklet will not be deemed complete, regardless of whether Investor has already wired funds, until all of the required verification document described above is received by the Company. If the document is not received funds will be returned to the Investor and the subscription will not be accepted.

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[1] https://www.sec.gov/fast-answers/answers-accredhtm.html

[CERTIFIER LETTERHEAD]

Accredited Status Certification Letter

Parler Technologies, Inc.
5700 Tennyson Pkwy, Suite 200
Plano, TX 75024

Re: Determination of Accredited Investor status

To whom it may concern:

[Client name] ("Client") has asked us to provide Parler Technologies, Inc. ("Issuer") with this letter to assist you in your determination of whether Client is an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "Securities Act").

[I/We] hereby certify that [I/we] [am/are], (please check the appropriate box):

[ ] a registered broker-dealer, as defined in the Securities Exchange Act of 1934;
[ ] an investment adviser registered with the Securities and Exchange Commission;
[ ] a licensed attorney in good standing under the laws of the jurisdictions in which I'm admitted to practice law;
[ ] a certified public accountant in good standing under the laws of the place of my residence or principal office.

We draw your attention to the fact that the determination of whether a person is an accredited investor is a factual question and therefore not susceptible to a legal opinion. Accordingly, this letter is not a legal opinion and we make no representations whether Client is an accredited investor or whether this letter is sufficient for your purposes.

We hereby confirm that the Client is an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act. In connection with this letter, we have examined and relied upon the original or copies of the following documents (the "Client Materials"), please check the appropriate box(es):

[ ] Tax returns for the years [ ] and [ ] (each, a "Tax Year") filed by Client and [his/her] spouse on Form 1040 (the "Tax Returns"), accompanied by a certificate of the Client that that the copies of the Tax Returns provided were true, correct and complete, filed with the appropriate office of the Internal Revenue Service, prepared in full compliance with applicable law and governmental regulations and have not been amended.

[ ] Form 1099 filed with the Internal Revenue Service "IRS" by Client [and spouse] for the two most-recent years;

[ ] Schedule K-1 of Form 1065 filed with the IRS by Client [and spouse] for the two most recent-years;

[ ] Form W-2 filed with the IRS and provided to Client by its employer [and spouse] for the two most recent-years;

[ ] Other Internal Revenue Service documents (please specify): ______________________.

[ ] Bank, brokerage and other statements of securities holdings, certificates of deposit, tax assessments, or appraisal reports issued by independent third parties to Client, dated within three months of the date of this Letter;

[ ] A consumer or credit report from at least one of the nationwide consumer reporting agencies indicating Client's liabilities, dated within three months of the date of this Letter;

[ ] Other documents (please specify): ____.

We have not conducted any other investigation or inquiries of Client and have not determined whether the above documents were accurately prepared, agree with source documents, were properly filed or otherwise.

By rendering this letter, we do not intend to waive any attorney-client privilege, as applicable. This letter is limited to the matters set forth herein and speaks only as of the date hereof. Nothing may be inferred or implied beyond the matters expressly contained herein. This letter may be relied upon by you and only in connection with an offering under Rule 506(c) and only for 90 days from the date of this letter. This letter may not be used, quoted from, referred to or relied upon by you or by any other person for any other purpose, nor may copies be delivered to any other person, without in each instance our express prior written consent. We assume no obligation to update this letter.

CERTIFIER:

By:______________________ Name:___________________________ Title:_______________

Exhibit B

Purchase Agreement

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "**Agreement**"), is made as of __________ ___, 2025, by and among Parler Technologies, Inc., a Nevada corporation (the "**Company**"), and the purchasers hereto (each a "**Purchaser**" and collectively, the "**Purchasers**").

RECITALS

WHEREAS, the Company has determined to engage in an offering under Rule 506(c) of Regulation D under the Securities Act (as defined below) that permits general solicitation or general advertising in an offering of securities.

WHEREAS, the Company proposes to sell up to ten thousand (10,000) shares (the "**Shares**") of its Series A Convertible Preferred Stock (the "**Series A Preferred Stock**") at a purchase price of five thousand dollars ($5,000) per Share, for an aggregate of up to fifty million dollars ($50,000,000) in gross proceeds to the Company, as may be further increased pursuant to Section 1.3 hereof (the "**Offering**"). At the Company's sole discretion, the Maximum Amount may be increased by up to one hundred percent (100%), for an aggregate of one hundred million dollars ($100,000,000) in gross proceeds to the Company (the "**Maximum Amount**").

WHEREAS, the minimum investment by each Purchaser shall be five thousand dollars ($5,000), or one (1) Share.

WHEREAS, Purchasers in this Offering may be eligible for marketing and advertising credits on the terms set forth herein and described in the PPM (as defined below).

AGREEMENT

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

1. Purchase and Sale of Preferred Stock.

1.1 Sale and Issuance of Preferred Stock.

(a) Prior to the Initial Closing, the Company shall have adopted and filed with the Secretary of State of the State of Nevada a Certificate of Designation with respect to the Shares in the form of Exhibit B attached hereto (the "**Series A COD**").

(b) Subject to the terms and conditions of this Agreement, each Purchaser agrees to purchase, and the Company agrees to sell and issue to each Purchaser at the Closing (as defined below), that number of shares of Series A Preferred Stock set forth opposite such Purchaser's name on Exhibit A, at a purchase price of $5,000 per Share (the "**Purchase Price**").

1.2 Closing; Delivery.

(a) The initial purchase and sale of the Shares offered shall take place as proceeds are received and accepted by the Company, remotely via the exchange of documents and signatures, on the date hereof, or at such other time and place as the Company determines (which time and place are designated as the "**Initial Closing**"). In the event there is more than one closing, (i) the term

"**Closing**" shall apply to the Initial Closing and each such subsequent closing unless otherwise specified and (ii) the time and place of each such subsequent closing shall be determined by the Company in its sole discretion.

(b) At each Closing, the Company shall deliver to each Purchaser, or cause to be registered in book-entry form with its transfer agent, a certificate representing the Shares being purchased by such Purchaser at such Closing, against payment of the Purchase Price therefor by check payable to the Company, by wire transfer to a bank account designated by the Company, or any combination thereof. The purchase price received by the Company prior to a Closing shall be held in an escrow account at Wilmington Trust, National Association (the "**Escrow Agent**") and shall not be released from such account and become available to the Company until satisfaction of all of the conditions to the applicable Closing set forth in Sections 4.1 through 4.5, inclusive.

1.3 Sale of Additional Shares. After the Initial Closing, the Company may from time to time sell, on the same terms and conditions as those contained in this Agreement, additional Shares (the "**Additional Shares**"), up to a total not to exceed the Maximum Amount (subject to appropriate adjustment in the event of any stock dividend, forward or reverse stock split, combination or recapitalization affecting the Securities), at the sole discretion of the Company, to one or more purchasers (the "**Additional Purchasers**"); provided that each Additional Purchaser shall become a party to the Transaction Documents (as defined below), by executing and delivering a counterpart signature page to each of the Transaction Documents to which it is to become a party. Thereafter, each Additional Purchaser shall be deemed a "**Purchaser**" for all purposes hereunder. No action or consent by the Purchasers shall be required for such joinder to this Agreement by such Additional Purchasers, so long as each such Additional Purchaser has agreed in writing to be bound by all of the obligations as a "Purchaser" hereunder. Exhibit A to this Agreement shall be updated to reflect the number of Additional Shares purchased at each such Closing and the parties purchasing such Additional Shares.

1.4 Use of Proceeds. In accordance with the directions of the Company's board of directors, the Company will use the net proceeds from the sale of the Shares as set forth in the PPM (as defined below).

1.5 Defined Terms Used in this Agreement. In addition to the terms defined above, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

(a) **"Advertising Credit Perks**" has the meaning set forth in Section 1.6(a).

(b) "**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person.

(c) **Articles of Incorporation**" means the Articles of Incorporation of the Company, as may be amended, restated or otherwise modified from time to time, including the Series A COD.

(d) "**Capital Stock**" means (a) shares of Common Stock and Preferred Stock (whether now outstanding or hereafter issued in any context), (b) Conversion Securities, and (c) equity securities of the Company issued or issuable upon exercise or conversion, as applicable, of stock options, warrants or other convertible securities of the Company, in each case now owned or subsequently acquired by any Purchaser, or their respective successors or permitted transferees or assigns. For purposes of calculating the number of shares of Capital Stock held by a Purchaser (or any other calculation based thereon) for purposes of this Agreement, all Shares shall be deemed to have been converted into Conversion Securities at the then-applicable conversion ratio.

(e) "**Code**" means the Internal Revenue Code of 1986, as amended.

(f) "**Common Stock**" means the Company's Class A Common Stock and Class B Common Stock, par value $0.0001 per share.

(g) "**Company Intellectual Property**" means all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames, copyrights, trade secrets, domain names, mask works, information and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, and licenses in, to and under any of the foregoing, as are necessary to the Company in the conduct of the Company's business as now conducted and as presently proposed to be conducted.

(h) "**Competitor**" means a Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in a business competitive with the business of the Company.

(i) "**Conversion Securities**" means the Class A Common Stock of the Company issuable upon the conversion of the Series A Preferred Stock.

(j) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(k) "**Knowledge**" including the phrase "**to the Company's knowledge**" shall mean the actual knowledge of the Chief Executive Officer of the Company after reasonable inquiry.

(l) "**Material Adverse Effect**" means any event, occurrence, fact, condition or change that individually or in the aggregate has had, or would reasonably be expected to have, a material adverse effect on (i) the business, assets (including intangible assets), liabilities, financial condition, property, prospects or results of operations of the Company or (ii) on the ability of the Company to consummate the transactions contemplated by this Agreement and the other Transaction Documents or on the Company's ability to perform its obligations hereunder and thereunder.

(m) **"Parler Ads Network**" means the Company's proprietary advertising platform enabling brands and creators to connect through targeting, analytics, and creator partnership tools for campaigns executed within the Parler ecosystem.

(n) "**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(o) "**PPM"** means the Company's private placement memorandum dated as of November 4, 2025.

(p) "**Preferred Stock**" means the Company's Series A Preferred Stock, with a par value $0.0001 per share.

(q) "**Purchaser**" means each of the Purchasers who are initially a party to this Agreement, any Additional Purchaser who becomes a party to this Agreement pursuant to Subsection 1.3, and any one of them, as the context may require.

(r) "**SEC**" means the U.S. Securities and Exchange Commission.

(s) "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(t) "**Series A Certificate of Designation**" or "**Series A COD**" means that certain Certificate of Designation of Series A Convertible Preferred Stock to be filed with the Secretary of State of the State of Nevada prior to the Initial Closing (as amended, restated or otherwise modified from time to time).

(u) "**Transaction Documents**" means this Agreement, the Series A COD, the Registration Rights Agreement, and the Subscription Booklet relating to the Offering.

2. Investor Advertising Credit Perks.

2.1 Grant. As an additional benefit to Purchasers in the Offering, the Company shall issue advertising credits within the Parler Ads Network ("**Advertising Credit Perks**") to qualifying Purchasers based on their aggregate investment amount, as set forth in Section 2.7 below.

2.2 Condition Precedent. Advertising Credit Perks shall be issuable and redeemable only following the commercial launch of the Parler Ads Network.

2.3 Core Terms. Advertising Credit Perks are non-transferable, have no cash or exchange value, may be applied solely within the Parler Ads Network, and must be redeemed on or before January 1, 2028; thereafter any unused balance shall expire.

2.4 Administration; Notices. Redemption and administration of Advertising Credit Perks shall be conducted in accordance with Section 2.8 and Section 10.6 (Notices). The Company may designate, by notice under Section 10.6, specific electronic portals, email addresses, or other contact methods for redemption and campaign coordination.

2.5 No Effect on Securities. Advertising Credit Perks are a promotional benefit and do not modify pricing, valuation, or rights in the Shares or Conversion Securities.

2.6 Survival. The Company's obligations under this Section 2.6 shall survive Closing until all Advertising Credit Perks are redeemed or expire in accordance with Section 2.8.

2.7 Credit Tiers. Purchasers shall receive advertising credits in accordance with their investment level as follows (rounded to the nearest dollar):

Investment Amount	Ad Credit Percentage	Example Credit Value
Up to $250,000	10%	$25,000 credit on a $250,000 investment

Investment Amount	Ad Credit Percentage	Example Credit Value
$250,001–$1,000,000	15%	$75,000 credit on a $500,000 investment
More than $1,000,000	20%	$200,000 credit on a $1,000,000 investment

2.8 Usage and Limitations.

(a) Advertising credits may only be redeemed by qualifying Purchasers who use the Parler Ads Network to promote their companies' products or services once the network is live.

(b) Advertising credits are non-transferable, hold no cash value outside of the Parler platform, and must be redeemed on or before January 1, 2028, after which any unused portion will expire.

(c) Advertising credits may be redeemed by contacting Parler at the email address specified in the PPM or as otherwise instructed by the Company in advance of activating any campaign.

(d) Redemption and use of advertising credits is subject to Parler's then-current applicable terms and conditions for the Parler Ads Network.

2.9 No Separate Consideration. The Advertising Credit Perks are issued as a promotional incentive for Purchasers and do not constitute separate securities or rights in the Company.

3. Representations and Warranties of the Company. The Company hereby represents and warrants to each Purchaser that the following representations are true and complete as of the date hereof and will be true and complete as of the date of each Closing (with respect to matters stated to be true as of such Closing, except as otherwise indicated herein.

3.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a company duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in the state in which it maintains its principal place of business and in each other jurisdiction in which it is required to be so qualified, except where the failure to so qualify would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

3.2 Capitalization.

(a) The Company is authorized to issue up to 350,000,000 shares of capital stock, consisting of: (i) 250,000,000 shares of class A common stock, par value $0.0001 per share, of which 3,222,945 shares are issued and outstanding, (ii) 50,000,000 shares of class B common stock, par value $0.0001 per share, of which 6,777,055 shares are issued and outstanding, and up to 50,000,000 shares of blank-check preferred stock, of which 20,000 shares are designated as Series A Preferred Stock, par value

$0.0001 per share, and of none of which is issued and outstanding as of the date hereof. All issued and outstanding shares of capital stock of the Company as of each Closing will have been duly authorized and validly issued, are fully paid and are nonassessable and are not subject to preemptive rights (other than those that have or will be validly waived on or prior to the Closing).

(b) As of the date hereof, the Company has not adopted an equity incentive plan ("**EIP**") but it expects to adopt an EIP in the near future. Upon adoption by the Company's board of directors and approval by the holders of a majority of the issued and outstanding shares of Common Stock, the Company intends to reserve one million shares of Class A Common Stock for issuance pursuant to grants under the EIP. As of the date hereof, other than as set forth on <u>Schedule 3.2(b)</u>, there are no outstanding options, warrants or other rights to subscribe for, purchase or acquire from the Company any equity interests in the Company, or securities convertible into or exchangeable or exercisable for such equity interests.

3.3 <u>Subsidiaries</u>. Except for Sanapptx LLC and PCSH Group LLC (the "**Subsidiaries**"), the Company does not, as of the date hereof, have any other subsidiaries and does not currently own or control, directly or indirectly, any equity or other ownership interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity, other than passive investments in publicly traded securities acquired solely for investment and without any intent to influence control. Each of the Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation.

3.4 <u>Authorization</u>. All action required to be taken by the Company's board of directors and stockholders in order to authorize the Company to enter into the Transaction Documents and to issue the Shares at each Closing (including the Initial Closing) and the Conversion Securities issuable upon conversion of the Shares, has been taken or will be taken prior to each applicable Closing. All action on the part of the officers of the Company necessary for the execution and delivery of the Transaction Documents, the performance of all obligations of the Company under the Transaction Documents to be performed as of each Closing, and the issuance and delivery of the Shares has been taken or will be taken prior to such Closing. The Transaction Documents, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.5 <u>Valid Issuance of Shares</u>. The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Documents, the Articles of Incorporation, or applicable state and federal securities laws, and liens or encumbrances created by or imposed by a Purchaser. Assuming the accuracy of the representations of the Purchasers in <u>Section 4</u> of this Agreement and subject to the filings described in <u>Subsection 3.6</u> below, the Shares will be issued in compliance with all applicable federal and state securities laws. The Conversion Securities have been duly and validly reserved for issuance and, upon issuance, in accordance with the terms of the Series A COD, the Conversion Securities will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Documents, applicable federal and state securities laws and liens or encumbrances created by or imposed by a Purchaser. Based in part upon the representations of the Purchasers in <u>Section 3</u> of this Agreement, and subject to <u>Subsection 3.6</u> below, the Conversion Securities will be issued in compliance with all applicable federal and state securities laws.

3.6 Governmental Consents and Filings. Assuming the accuracy of the representations made by the Purchasers in Section 4 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for (a) the filing of the Company's Series A COD, which will have been filed as of the Initial Closing and (b) filings by the Company pursuant to Regulation D of the Securities Act, and applicable state securities laws, which have been made or will be made in a timely manner.

3.7 Litigation. Other than as may be set forth in the PPM, there is no material claim, action, suit, proceeding, arbitration or investigation or regulatory or governmental inquiry pending or, to the Company's knowledge, currently threatened in writing or otherwise overtly threatened against the Company. To the Company's knowledge, the Company is not named as subject to the provisions of any material order, writ, injunction, judgment or decree of any court or government agency or instrumentality.

3.8 Intellectual Property. The Company owns or possesses or believes it can acquire on commercially reasonable terms sufficient legal rights to all material Company Intellectual Property without any conflict with, or infringement of, the rights of others. To the Company's knowledge, no product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any intellectual property rights of any other party. Other than with respect to commercially available software products under standard end-user object code license agreements, there are no material outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other Person. The Company has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with the Company's business. To the Company's knowledge, each employee and consultant has assigned to the Company all intellectual property rights he or she owns that are related to the Company's business as now conducted and as presently proposed to be conducted.

3.9 Compliance with Other Instruments and Law. The Company is not in violation, breach or default (a) of any provisions of Articles of Incorporation, (b) of any instrument, judgment, order, writ or decree, (c) under any credit agreement, loan, note, indenture, mortgage or other debt instrument or agreement, (d) under any material lease, agreement, contract, agreement or purchase order to which it is a party or by which it is bound, except for any such violations, breaches or defaults which, individually or in the aggregate, would not have a Material Adverse Effect. The Company is currently in compliance, and has in the past complied, with all provisions of federal, state and other statutes, rules, regulations or laws applicable to the Company, except for any such violations which, individually or in the aggregate, would not have a Material Adverse Effect. The execution, delivery and performance of the Transaction Documents and the consummation of the transactions contemplated by the Transaction Documents will not result in any violation, breach or default (a) of any provision of the Articles of Incorporation, (b) of any instrument, judgment, order, writ or decree, (c) under any credit agreement, loan, note, indenture, mortgage or other debt instrument or agreement, (d) under any material lease, agreement, contract, agreement or purchase order to which the Company is a party or by which it is bound, or (e) of any provision of federal, state or other statute, rule, regulation or law applicable to the Company, except as would not, individually or in the aggregate, have a Material Adverse Effect.

3.10 Rights of Registration. The Conversion Securities shall not be registered upon issuance and are subject to Rule 144 under the Securities Act; however, they may have such registration rights with regard to future registrations of the Company's securities pursuant to the Securities Act, but not including any offering of the Company's securities pursuant to Regulation A utilizing Form 1-A or registrations on Form S-4 or Form S-8 or similar successor forms, as provided in the Registration Rights Agreement, in the form attached hereto as Exhibit C.

3.11 Property. Except as disclosed in the Financial Statements, the property and assets that the Company owns are free and clear of all mortgages, deeds of trust, liens, loans and encumbrances, except for statutory liens for the payment of current taxes that are not yet delinquent, liens granted to the lenders under the Company's existing line of credit, liens granted to cash flow financing providers, and any other liens or encumbrances that, in the aggregate, are immaterial in nature and arose in the ordinary course of business and that do not and will not materially impair the Company's ownership or use of its property or assets or have a Material Adverse Effect. With respect to the property and assets it leases, the Company is in compliance in all material respects with such leases and holds a valid leasehold interest free of any liens, claims or encumbrances other than those of the lessors of such property or assets. The Company does not own any real property.

3.12 Tax Returns and Payments. There are no federal, state, county, local or foreign taxes due and payable by the Company which have not been timely paid, except as would not, individually or in the aggregate, have a Material Adverse Effect. There are no material accrued and unpaid federal, state, country, local or foreign taxes of the Company which are due, whether or not assessed or disputed. There have been no material examinations or audits of any tax returns or reports by any applicable federal, state, local or foreign governmental agency currently pending or that have occurred in the last three years. The Company has duly and timely filed all material federal, state, county, local and foreign tax returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year.

3.13 Financial Statements. The Company has included as exhibits to the PPM, a copy of the unaudited statement of profit and loss of Parler Cloud Technologies, LLC for the year ended December 31, 2024 (the "**Company 2024 Statement of Profit and Loss**") and a copy of the unaudited consolidated balance sheet and statement of profit and loss of Parler Cloud Technologies, LLC as of and for the eight months ended August 31, 2025 (the "**Company 2025 Financial Statements**" and with the Company 2024 Statement of Profit and Loss, the "**Financial Statements**"). The Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles ("**GAAP**") applied on a consistent basis throughout the periods indicated. The Financial Statements fairly present in all material respects the financial condition and operating results of the Company as of the dates, and for the periods, indicated therein. Except as set forth in the Financial Statements, the Company has no material liabilities or obligations, contingent or otherwise, other than (i) liabilities, obligations and commitments incurred in connection with the operation of the Company's business in the ordinary course of business subsequent to August 31, 2025; and (ii) liabilities and obligations of a type or nature not required under GAAP to be reflected in the Financial Statements, and which, in all such cases, individually and in the aggregate, would not have a Material Adverse Effect. The Company maintains and will continue to maintain a standard system of accounting established and administered in accordance with GAAP.

3.14 Absence of Certain Changes. Since December 31, 2025, there has not been any change in the assets, liabilities, financial condition or, since August 31, 2025, operating results of the Company from that reflected in the Financial Statements, except changes in the ordinary course of business that, individually or in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect.

3.15 Permits. The Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business, except as would not, individually or in the aggregate, have a Material Adverse Effect. The Company is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

3.16 Books and Records. The books of account and other financial records of the Company (1) are accurate, complete, and correct in all material respects; (2) accurately and fairly reflect all transactions and dispositions of assets in all material respects; and (3) have been maintained in accordance with sound business practices in all material respects, including the maintenance of adequate internal accounting controls, which, without limitation, are reasonably designed to provide assurance that transactions are executed as documented in the books of account and other financial records, and that access to assets (including disposition of assets) is permitted only in accordance with management's general or specific authorization.

3.17 Data Privacy. In connection with its collection, storage, transfer and/or use of any personally identifiable information from any individuals, including, without limitation, any customers, prospective customers, employees and/or other third parties (collectively "**Private Information**"), the Company is and has been in compliance in all material respects with all applicable laws in all relevant jurisdictions, the Company's privacy policies and the requirements of any contract or codes of conduct to which the Company is a party or to which it is subject. The Company takes all steps reasonably necessary (including implementing and monitoring compliance with technical, organizational and administrative security measures) to protect Private Information against loss and against unauthorized access, use, modification, disclosure or other misuse. In the past three (3) years, there has been no modification, disclosure or other misuse of, nor to the Company's knowledge, any unauthorized access to any Private Information, nor has there been any breach in security of any of the information systems used to store or otherwise process any Private Information. The Company is not subject to any material complaints, lawsuits, proceedings, audits, investigations or claims by any private party, the Federal Trade Commission, any state attorney general or similar state official, or any other governmental authority, foreign or domestic, regarding its collection, use, storage, disclosure, transfer or maintenance of any Private Information and, to the Company's knowledge, there are no such complaints, lawsuits, proceedings, audits, investigations or claims pending or threatened in writing or otherwise overtly threatened.

3.18 Employment Matters.

(a) The Company is not a party to, or bound by, any collective bargaining or other agreement with a labor organization representing any of its employees. There has not been, nor, to the knowledge of the Company, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor activity or dispute affecting the Company.

(b) Except as disclosed in the Financial Statements, all persons employed by the Company are employees at will and there are no contracts between the Company and any employee of the Company, including employment agreements, loans or promissory notes, change in control agreements, stay agreements or separation pay agreements.

(c) Except as disclosed herein or in the Financial Statements, there are no long term incentive arrangements, stock options, stock appreciation rights, bonus agreements or stock purchase plans or other equity related grants ("**Equity Grants**") of any kind in favor of any employees of the Company.

(d) The Company is in compliance in all material respects with all applicable laws pertaining to employment and employment practices (including the WARN Act) to the extent they relate to employees of the Company; and there are no actions, suits, claims, investigations or other legal proceedings against the Company pending, or to the knowledge of the Company, threatened in writing or otherwise overtly threatened to be brought or filed, by or with any governmental authority or arbitrator in connection with the employment of any current or former employee of the Company, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay or any other employment related matter arising under applicable laws.

3.19 Insurance. The Company maintains insurance with reputable insurers in such amounts and with such coverages as the Company has reasonably determined to be prudent in accordance with industry standards. All such insurance policies currently maintained are in full force and effect on the date of this Agreement and all premiums due on all insurance policies have been paid, except as would not, individually or in the aggregate, have a Material Adverse Effect. There are no material outstanding unpaid claims under any such insurance policies, and the Company has not received any refusal of coverage under such insurance policies nor has it been notified of any reservation of rights by any insurance carrier with respect to any claim under such insurance policies.

3.20 Investment Company. The Company is not, and after giving effect to the issuance of the Shares and the application of the proceeds therefrom as contemplated by this Agreement, will not be an "investment company" within the meaning of the Investment Company Act of 1940, as amended, nor will the Company be required to register as an "investment company" under the Investment Company Act of 1940, as amended.

4. Representations and Warranties of the Purchasers. Each Purchaser hereby represents and warrants to the Company, severally and not jointly, that as of the date hereof and as of the date of each Closing at which such Purchaser acquires Shares pursuant hereto:

4.1 Authorization; Enforceability. If Purchaser is an entity, Purchaser is duly organized or formed, as the case may be, validly existing and in good standing under the laws of its jurisdiction of organization or formation, as the case may be. Such Purchaser has full power and authority to enter into the Transaction Documents to which it is a party. Such Transaction Documents, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

4.2 Compliance with Other Instruments and Law. Purchaser is not in violation, breach or default (a) of any provisions of its governing documents, (b) of any instrument, judgment, order, writ or decree, (c) under any credit agreement, loan, note, indenture, mortgage or other debt instrument or agreement, (d) under any material lease, agreement, contract, agreement or purchase order to which it is a party or by which it is bound, except for any such violations, breaches or defaults which, individually or in the aggregate, would not have a Material Adverse Effect. Purchaser is currently in compliance, and has in the past complied, with all provisions of federal, state and other statutes, rules, regulations or laws applicable to the Company, except for any such violations which, individually or in the aggregate, would not have a Material Adverse Effect. The execution, delivery and performance of the Transaction Documents and the consummation of the transactions contemplated by the Transaction Documents will not result in any material violation, breach or default (a) of any provision of its governing documents, (b) of any instrument, judgment, order, writ or decree, (c) under any credit agreement, loan, note, indenture, mortgage or other debt instrument or agreement, (d) under any material lease, agreement, contract, agreement or purchase order to which Purchaser is a party or by which it is bound, or (e) of any provision of federal, state or other statute, rule, regulation or law applicable to Purchaser.

4.3 Purchase for Own Account; Knowledge of Investment and its Risks.

(a) This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Shares to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof in violation of federal, state or other applicable securities laws, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Shares. The Purchaser has not been formed for the specific purpose of acquiring the Shares.

(b) Purchaser has knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of Purchaser's purchase of the Shares. Each Purchaser, or the Purchaser's professional advisors, have such knowledge and experience in finance, securities, taxation, investments and other business matters as to be capable of evaluating the merits and risks of investments of the kind described in this Agreement, and the Purchaser has had an opportunity to seek, and has sought, such accounting, legal, business and tax advice as such Purchaser has considered necessary to make an informed investment decision. By reason of the business and financial experience of such Purchaser or such Purchaser's professional advisors (who are not affiliated with or compensated in any way by the Company or any of its affiliates or placement agents), such Purchaser can protect such Purchaser's own interests in connection with the transactions described in this Agreement. Purchaser understands that an investment in the Company represents a high degree of risk and there is no assurance that the Company's business or operations will be successful. Purchaser has considered carefully the risks attendant to an investment in the Company, and that, as a consequence of such risks, Purchaser could lose Purchaser's entire investment in the Company.

4.4 Disclosure of Information. The Purchaser has received a copy of and reviewed the PPM and has access to the Company's Financial Statements, has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the Offering with the Company's management, and has reviewed and considered the Risk Factors set forth in the PPM. Purchaser further represents that Purchaser has had an opportunity to ask questions of, and receive answers from, the Company regarding the business, properties, prospects and financial condition of the Company. All such questions have been answered to Purchaser's full satisfaction. In entering into this Agreement, Purchaser relied solely upon the results of its own independent investigation and verification and the Company's statements, representations, warranties, or agreements expressly contained in this Agreement. Other than as set forth above, Purchaser has not relied upon the Company's any placement agents' or any other person's statement, representation, warranty or agreement in entering into this Agreement. The Purchaser has consulted his, her or its own legal, tax, financial, investment and other advisors in connection with such Purchaser's execution and delivery of this Agreement to the extent such Purchaser has deemed appropriate and such Purchaser's investment in the Shares to be acquired by such Purchaser pursuant to this Agreement, and acknowledges that the Company is giving no such legal, tax, financial or investment advice to the Purchaser.

4.5 Restricted Securities. The Purchaser understands that the Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the Purchaser's representations as expressed herein. The Purchaser understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Purchaser may be required to hold the Shares indefinitely unless they are registered with the SEC and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Except as provided under the Registration Rights agreement contemplated herein, the Purchaser acknowledges that the Company has no obligation to register or qualify the Shares for resale. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company may not be able to satisfy. The Purchaser understands that this offering is not intended to be part of a public offering, and that the Purchaser will not be able to rely on the protection of Section 11 of the Securities Act.

4.6 No Public Market. The Purchaser understands that no public market now exists for the Shares, and that the Company has made no assurances that a public market will ever exist for the Shares.

4.7 Legends. The Purchaser understands that the Shares may be notated with one or all of the following legends:

> "THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED."

(a) Any other legend set forth in, or required by, this Agreement or any other Transaction Document.

(b) Any legend required by the securities laws of any state to the extent such laws are applicable to the Shares represented by the certificate, instrument, or book entry so legended.

4.8 Accredited Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser acknowledges that he/she/it will be required to provide verification of their accredited investor status.

4.9 Disqualification Events. No "bad actor" disqualification event is applicable to the Purchaser or, to the Purchaser's knowledge, any Person, with respect to such Purchaser as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, listed in the first paragraph of Rule 506(d)(1), except for a disqualification event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable.

4.10 General Solicitation. Purchaser acknowledges that this offering is being made in reliance on the provision by the SEC that permits general solicitation or general advertising in an offering under Rule 506(c) based on the Securities and Exchange Commission Rule dated July 24, 2013 titled: "Eliminating the Prohibition against General Solicitation and General Advertising in Rule 506 and Rule 144A Offerings."

4.11 Residence. If the Purchaser is an individual, then the Purchaser resides in the state or province identified in the address of the Purchaser set forth on Exhibit A. If the Purchaser is a partnership, corporation, limited liability company or other entity, then the Purchaser's principal place of business is in the state or province identified in the address of the Purchaser set forth on Exhibit A.

4.12 Reliance by the Company. Purchaser acknowledges that the Company will be relying on the representations and warranties of the Investor made above for purposes of compliance with all applicable securities laws and any applicable exemptions from registration requirements thereunder, and otherwise, and consents to the Company's reliance on such representations and warranties.

4.13 Anti-Money Laundering Matters. The Purchaser is in all material respects compliance with all applicable provisions of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**USA Patriot Act**"), the U.S. Bank Secrecy Act (the "**BSA**") and any other anti-money laundering laws and applicable regulations adopted to implement the provisions of such laws and applicable to the Purchaser, including, if applicable, policies and procedures that can be reasonably expected to detect and cause the reporting of transactions under Section 5318 of the BSA. Neither the Purchaser, nor any holder of any beneficial interest in the Shares (each a "**Beneficial Owner**") is or will be:

(a) a person or entity listed in the Annex to Executive Order 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), which is posted on the website of the U.S. Department of Treasury (http://www.treas.gov);

(b) named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control (OFAC), which is posted on the website of the U.S. Department of Treasury (http://www.treas.gov);

(c) a Designated National as defined in the Cuban Assets Control Regulations, 31 CFR Part 515;

(d) a Foreign Shell Bank;

(e) a person resident in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction; or

(f) a person resident in a jurisdiction designated by the U.S. Secretary of the Treasury under Sections 311 or 312 of the USA Patriot Act as warranting special measures due to money-laundering concerns.

The Purchaser agrees to promptly notify the Company of any material change in any information affecting this representation and warranty. Neither the Purchaser nor any Beneficial Owner is a senior foreign political figure, which means a current or former senior official in the executive, legislative, administrative, military, or judicial branches of a foreign government (whether or not elected), a senior official of a major foreign political party, or a senior executive of a foreign government-owned commercial enterprise. This restriction on senior foreign political figures also applies to any immediate family member of such figure (a spouse, parent, sibling, child, or a spouse's parent, sibling or child) or close associate of such figure (a person who is publicly known to maintain, or who actually maintains, a close personal or professional relationship with such individual). No portion of the purchase price: (i) does or will originate from, nor will it be routed through, an account maintained at a Foreign Shell Bank, an "offshore bank", or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction, (ii) has been or will be derived from, or related to, any activity that is deemed criminal under applicable law, or (iii) causes or will cause the Company, or any of its affiliates to be in violation of the BSA, the U.S. Money Laundering Control Act of 1986 or the U.S. International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001. The Purchaser is not otherwise prohibited from investing in the Company pursuant to applicable anti-money laundering, anti-bribery and corruption, antiterrorist or asset or exchange control laws, regulations, rules or orders. The Purchaser acknowledges and agrees that if at any time it is discovered that any of the representations in this Subsection 4.13 are incorrect in any material respect, or if otherwise required by applicable law related to money laundering, anti-bribery and corruption, antiterrorism or asset or exchange controls and similar activities, the Company may, in its sole discretion, undertake appropriate actions to ensure compliance with applicable law, including but not limited to freezing, segregating or withdrawing the Purchaser's interest in the Company. The Purchaser agrees to provide to the Company any additional information or documentation that the Company reasonable deems necessary or appropriate to ensure compliance with all applicable laws concerning money laundering, anti-bribery and corruption, antiterrorism or asset or exchange controls and similar activities. The Purchaser shall promptly notify the Company if any of the representations in this Subsection 4.13 cease to be true and accurate in any material respect.

5. Conditions to the Purchasers' Obligations at Closing. The obligations of each Purchaser to purchase Shares at the Initial Closing or any subsequent Closing, as applicable, are subject to the fulfillment, on or before such Closing, of each of the following conditions, unless otherwise waived:

5.1 Representations and Warranties. The representations and warranties of the Company contained in Section 3 shall be true and correct as of such Closing as if made on the date of such Closing, and, subsequent to the execution of this Agreement, no event, occurrence, fact, condition or change shall have occurred that individually or in the aggregate has had, or would reasonably be expected to have, a Material Adverse Effect with respect to the Company.

5.2 Performance. The Company shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Company on or before such Closing.

5.3 Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall be obtained and effective as of such Closing.

5.4 Certificate of Designations. The Series A COD shall continue to be in full force and effect as of the Closing.

5.5 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to each Purchaser, and each Purchaser (or its counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested.

6. Conditions of the Company's Obligations at Closing. The obligations of the Company to sell Shares to any Purchasers at the Initial Closing or any subsequent Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived:

6.1 Representations and Warranties. The representations and warranties of such Purchaser contained in Section 4 shall be true and correct in all respects as of such Closing.

6.2 Performance. Such Purchaser shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by such Purchaser on or before each applicable Closing.

6.3 Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required to be obtained by such Purchaser in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall be obtained and effective as of each applicable Closing.

7. Confidentiality. Each Purchaser agrees that such Purchaser will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement or any of the other Transaction Documents, unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 7 by such Purchaser), (b) is or has been independently developed or conceived by the Purchaser without use of the Company's confidential information, or (c) is or has been made known or disclosed to the Purchaser by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that a Purchaser may disclose confidential information: (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any existing Affiliate, partner, member, stockholder, or wholly owned subsidiary of such Purchaser in the ordinary course of business, provided that such Purchaser informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iii) as may otherwise be required by law, provided that the Purchaser promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

8. Proxy.

8.1 The undersigned hereby appoints the Company's Chief Executive Officer, or his/her successor, as the undersigned's true and lawful proxy and attorney, with the power to act alone and with full power of substitution (collectively, the "**Proxy**"), to, consistent with this Section 8.1, and on behalf of the undersigned, vote all Shares held of record by the undersigned, including any capital stock that the undersigned may acquire in the future, give, and receive notices and communications, execute any written consent, instrument or document that the Chief Executive Officer determines is necessary or appropriate at his/her complete discretion, and take all actions necessary or appropriate in the judgment of the Chief Executive Officer for the accomplishment of the foregoing. The Proxy and power granted by the undersigned pursuant to this section are coupled with an interest, and such Proxy and power will be irrevocable. The Proxy and power, so long as the undersigned is an individual, will survive the death, incompetency, and/or disability of the undersigned and, so long as the undersigned is an entity, will survive the merger or reorganization of the undersigned, or any other entity holding the Securities. However, the Proxy will terminate upon the earlier of (i) the closing of a public offering pursuant to an effective registration statement (or qualified Regulation A offering statement) under the Securities Act covering the offer and sale of common stock of the Company, (ii) immediately prior to the listing of the Company's securities on a national securities exchange, (iii) the effectiveness of a registration statement under the Exchange Act covering the common stock of the Company or (iv) five years after the date of execution of this Subscription Agreement. The undersigned should note that the Chief Executive Officer is an intended third-party beneficiary of this Section 8.1, and has the right, power and authority to enforce the provisions hereof as though he or she was a party hereto.

8.2 Other than with respect to the gross negligence or willful misconduct of the Company's Chief Executive Officer, in his/her capacity as the undersigned's true and lawful proxy and attorney pursuant to this Section 8.2, the Chief Executive Officer will not be liable for any act done or omitted in his/her capacity as representative of the undersigned pursuant to this section while acting in good faith, and any act done or omitted pursuant to the written advice of outside counsel will be conclusive evidence of such good faith. The Chief Executive Officer, in his/her capacity as Proxy hereunder, has no duties or responsibilities except those expressly set forth in this section, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on behalf of the undersigned otherwise exist against the Chief Executive Officer in his/her capacity as Proxy. The undersigned shall indemnify, defend and hold harmless the Chief Executive Officer in his/her capacity as Proxy from and against any and all losses, liabilities, damages, claims, penalties, fines, forfeitures, actions, fees, costs and expenses (including the fees and expenses of counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively, "**Proxy Losses**") arising out of or in connection with any act done or omitted in the Chief Executive Officer's capacity as representative of the undersigned pursuant to this section, in each case as such Proxy Losses are suffered or incurred; provided, that in the event that any such Proxy Losses are finally adjudicated to have been directly caused by the gross negligence or willful misconduct of the Chief Executive Officer in his/her capacity as Proxy, the Company shall reimburse the undersigned the amount of such indemnified Proxy Losses to the extent attributable to such gross negligence or willful misconduct (provided that the Proxy's aggregate liability hereunder shall in no event exceed the amount of the undersigned's investment). In no event will the Chief Executive Officer in his/her capacity as Proxy be required to advance his/her own funds on behalf of the undersigned or otherwise. The undersigned acknowledges and agrees that the foregoing indemnities will survive the resignation or removal of the Chief Executive Officer in his/her capacity as Proxy or the termination of this Section 8.2.

8.3 A decision, act, consent, or instruction of the Chief Executive Officer in his/her capacity as Proxy pursuant to this Section 8.3 constitutes a decision of the undersigned and is final, binding and conclusive upon the undersigned. The Company, its shareholders of the Company and any other third party may rely upon any decision, act, consent or instruction of the Chief Executive Officer in his/her capacity as Proxy as being the decision, act, consent or instruction of the undersigned. The Company, shareholders of the Company and any other third party are hereby relieved from any liability to any person for any acts done by them in accordance with such decision, act, consent or instruction of the Chief Executive Officer in his/her capacity as Proxy.

8.4 If any provision of this Proxy or any part of any this Section 8.4 is held under any circumstances to be invalid or unenforceable in any jurisdiction, then such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction, and the invalidity or unenforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this Proxy. Each provision of this proxy is separable from every other provision of this proxy, and each part of each provision of this Proxy is separable from every other part of such provision.

9. Drag-Along Right. (a) If, the holders of the Company's voting securities (the "**Requisite Holders**") approve a Sale of the Company (defined below) in accordance with the Company's Articles of Incorporation and Bylaws, then the Company shall have the right to require the holders of the Series A Preferred to participate in such Sale of the Company on a pro rata basis and otherwise on the same terms and conditions as those agreed to by Requisite Holders ("**Drag-Along Right**"). If the Requisite Holders elect to exercise their Drag-Along Right in connection with such Sale of the Company, they shall deliver, or instruct the Company to deliver, a notice to each holders of the Series A Preferred ("**Drag-Along**

Notice"), setting forth the terms of the transaction, including the proposed closing date for its consummation, which shall not be less than twenty (20) days from the date of such Drag-Along Notice, and all documents required to be executed by each holder of Series A Preferred in order to consummate such transaction. After receiving such Drag-Along Notice, each holder of Series A Preferred shall deliver to the Company, within ten (10) days of receipt of such Drag-Along Notice, a countersigned copy of such Drag-Along Notice and all other documents previously furnished to such holder of Series A Preferred for execution in connection with such Sale of the Company. If any holder of Series A Preferred fails to execute and deliver such Drag-Along Notice and other documents within such ten-day period, then the Chief Executive Officer and/or Chief Financial Officer of the Company shall have the authority to execute such Drag-Along Notice and other documents on behalf of such holder of Series A Preferred, and the provisions of this Section 9 shall constitute the granting to such officer of a power of attorney on behalf of such holder of Series A Preferred to execute and deliver any and all such documents. Thereafter, the Company shall cause to be remitted to each holder of Series A Preferred the proceeds of such Sale of the Company attributable to the shares of Series A Preferred held by such holder of Series A Preferred on the closing date of such sale. For the avoidance of doubt, the Drag-Along Right discussed in this Section 9 also applies to the Common Stock of the Company issued to any person upon conversion of the Series A Preferred in accordance with the Share Designation.

9.1 For purposes of this Section 8, a "Sale of the Company" means:

(i) A merger or consolidation in which (A) the Company is a constituent party or (B) a subsidiary of the Company is a constituent party and the Company issues shares of its common stock pursuant to such merger or consolidation, except any such merger or consolidation involving the Company or a subsidiary in which the shares of common stock of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for membership interests that represent, immediately following such merger or consolidation, at least a majority, by voting power, of (1) the surviving or resulting company; or (2) if the surviving or resulting company is a wholly owned subsidiary of another company immediately following such merger or consolidation, the parent company of such surviving or resulting company (provided that, for the purpose of this Section 9.1(i), all common stock issuable upon exercise of options outstanding immediately prior to such merger or consolidation or upon conversion of convertible securities outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding common stock are converted or exchanged);

(ii) The sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all or a significant portion of the assets of the Company and its subsidiaries, taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company; or

(iii) Any conversion event where the Securities are converted into common stock after the maturity date thereof, provided that such conversion is part of or directly leads to a transaction described in Section 9.1(i) or (ii) above.

10. Miscellaneous.

10.1 Survival of Warranties. Unless otherwise set forth in this Agreement, the representations and warranties of the Company and the Purchasers contained in or made pursuant to this

Agreement shall not survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Purchasers or the Company.

10.2 Successors and Assigns.

(a) The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(b) Any successor or permitted assignee of any Purchaser shall deliver to the Company and the Purchasers, as a condition to any transfer or assignment, a counterpart signature page hereto pursuant to which such successor or permitted assignee shall confirm their agreement to be subject to and bound by all of the provisions set forth in this Agreement that were applicable to the predecessor or assignor of such successor or permitted assignee.

10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the internal law of the State of Nevada. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Nevada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

10.4 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10.6 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) following written or electronic confirmation of delivery and receipt by the recipient, if sent by electronic mail (which sending by electronic mail shall promptly be followed by a copy sent by mail as provided in Section (c) below), (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (which sending by mail shall promptly be followed by the sending of a copy by electronic mail as provided in clause (b) above), or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt (which sending by overnight courier shall be promptly be followed by the sending of a copy by electronic mail as provided in clause (b) above). All communications shall be sent to the respective parties at their addresses as set forth on Exhibit A, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such e-mail address, or address as subsequently modified by written notice given in accordance with this Subsection 10.6.

10.7 Fees. The parties acknowledge that the Company has entered into an Engagement Letter with Digital Offering LLC ("**Digital Offering**"), pursuant to which the Company shall pay to Digital Offering or its designees, a cash placement fee (the "**Digital Offering Placement Fee**") equal to 7.5% of the gross proceeds of the Offering raised by the Company. In addition, on the date of the final closing of the Offering, the Company will issue to Digital Offering a five-year placement agent warrant (the "**Agent Warrant**") for the purchase of a number of Securities that is equal to the quotient of (i) three percent (3.0%) of the dollar amount of Shares sold in the Offering divided by (ii) the price per share paid by Investors for Shares sold in the Offering. The Agent Warrant will have an exercise price equal to the price per share paid by Investors in the Offering. The Agent Warrant will contain customary terms and conditions, including without limitation, customary piggyback registration. Each Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which each Purchaser or any of its officers, employees or representatives is responsible.

10.8 Amendments and Waivers. Except as set forth in Subsection 1.3 of this Agreement, any term of this Agreement may be amended, terminated or waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company, and (a) the holders of at least a majority of the then-outstanding Shares, or (b) for an amendment, termination or waiver effected prior to the Initial Closing. Any amendment or waiver effected in accordance with this Subsection 10.8 shall be binding upon the Purchasers and each transferee of the Shares (or the Conversion Securities issuable upon conversion thereof), each future holder of all such securities, and the Company.

10.9 Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under this Agreement or any of the other Transaction Documents are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under this Agreement or any of the other Transaction Documents. Nothing contained herein or in any other Transaction Document, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or to create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement or any other Transaction Document. Each Purchaser confirms that it has independently participated in the negotiation of the transactions contemplated hereby. All rights, powers and remedies provided to the Purchasers under this Agreement or otherwise available in respect thereof at law or in equity shall be cumulative and not alternative or exclusive, and the exercise or beginning of the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other rights, powers or remedies by such party or any other party.

10.10 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

10.11 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

10.12 Entire Agreement. This Agreement (including any Exhibits hereto), the Series A COD, the PPM and the other Transaction Documents constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

10.13 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SHARES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

10.14 Specific Performance. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, the Company shall be entitled to specific performance of the agreements and obligations of the Purchaser hereunder and to such other injunction or other equitable relief as may be granted by a court of competent jurisdiction, without posting a bond or undertaking and without proof of damages and this being in addition to any other remedy to which the Company may be entitled at law or in equity.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the undersigned has executed this Purchase Agreement as of the date first written above.

COMPANY:

PARLER TECHNOLOGIES, INC.

By:____
Name: Yasser Elgebaly
Title: Chief Executive Officer

Address:

5700 Tennyson Parkway, Suite 200
Plano, TX 75024

PURCHASER SIGNATURE PAGE

By executing the Subscription Booklet, each Purchaser is deemed to have executed the Purchase Agreement.

Schedule 3.2

As of the date of the Agreement, the following securities and rights are outstanding, reserved, committed, or contingently issuable. Specific holder names, dates, amounts and other customary particulars are maintained in the Company's capitalization records and may be provided upon request.

A. SAFEs

- 2024 SAFEs: Outstanding in the aggregate principal purchase amount of $2,870,000; convert at the initial Closing into shares of Series A Preferred Stock at the lesser of a $1,000,000,000 valuation-cap-implied price or 80% of the cash price.

- 2025 SAFEs: Approximately $1,819,500 issued and funded - convert at the initial Closing into shares of Series A Preferred Stock at the lesser of a $750,000,000 valuation-cap-implied price or 80% of the cash price.

B. Bridge Financings and Related Rights

- Senior Loan (8/25/2025): $1,200,000 principal amount - optional conversion into Parler capital stock at a 20% discount to the Offering price.

- Subordinated Loan (9/9/2025): $1,200,000 principal amount - optional conversion into Parler capital stock at a 20% discount to the Offering price.

- Placement agent warrants (bridge loans): Warrants equal to 3% of the principal amount of each such loan that is convertible into Parler Class A Common Stock.

- Unsecured Subordinated Loans as of November 3, 2025: $607,200 principal amount - optional conversion into Parler capital stock at a 20% discount to the Offering price.

C. Offering-Related Placement Agent Warrant

Digital Offering, LLC: Five-year warrant for a number of shares of Series A Preferred Stock equal to 3.0% of the aggregate dollar amount of Shares sold in the Offering divided by $5,000.

D. Contracted or Committed Issuances

- MZ Digital (services): 20 Shares of Series A Preferred.

- Jedari Acquisition: 500 Shares of Series A Preferred to be issued to Greg Anderson.

- Amaze Holdings, Inc. investment: Tranche 1 — 400 Shares of Series A Preferred; Tranche 2 and/or 3 — at Amaze's election, up to 200 Shares of Series A Preferred per tranche in lieu of cash.

EXHIBITS

Exhibit A	**SCHEDULE OF PURCHASERS**
Exhibit B	**CERTIFICATE OF DESIGNATION OF SERIES A CONVERTIBLE PREFERRED STOCK**
Exhibit C	**REGISTRATION RIGHTS AGREEMENT**

Exhibit C

Registration Rights Agreement

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "**Agreement**") is made and entered into as of __________ ___, 2025, by and between Parler Technologies, Inc., a Nevada corporation (the "**Company**"), and the investors set forth on Exhibit A of the Purchase Agreement (collectively, the "**Investors**" and, each individually, an "**Investor**").

WHEREAS, the Company and the Investors are parties to that certain Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), pursuant to which the Investor is purchasing shares of Series A Convertible Preferred Stock (as defined below) of the Company; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, and pursuant to the terms of the Purchase Agreement, the parties hereto desire to enter into this Agreement in order to grant certain registration rights to the Investors as set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the parties hereto agree as follows:

1. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"**Agreement**" has the meaning set forth in the preamble.

"**Commission**" means the Securities and Exchange Commission or any other federal agency administering the Securities Act and the Exchange Act at the time.

"**Common Stock**" means the Company's Class A Common Stock, par value $0.0001 per share, and Class B Common Stock, par value $0.0001 per share, and any other shares of stock issued or issuable with respect thereto (whether by way of a change in par value, stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other corporate reorganization or other similar event with respect to the Common Stock).

"**Company**" has the meaning set forth in the preamble and includes the Company's successors by merger, acquisition, reorganization or otherwise.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Governmental Authority**" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"**Holder**" means the Investor, or any assignee of an Investor.

"**Investors**" has the meaning set forth in the preamble.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

"**Prospectus**" means the prospectus or prospectuses included in any registration statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance on Rule 430A under the Securities Act or any successor rule thereto), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such registration statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus or prospectuses.

"**Registrable Securities**" means (a) the shares of Common Stock beneficially owned by the Investors upon conversion of the Series A Preferred Stock and (b) any shares of Common Stock issued or issuable with respect to any shares described in subsection (a) above by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other reorganization or other similar event with respect to the Common Stock (it being understood that, for purposes of this Agreement, a Person shall be deemed to be a Holder of Registrable Securities whenever such Person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected). As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) the Commission has declared a registration statement covering such securities effective and such securities have been disposed of pursuant to such effective registration statement, (ii) such securities are sold under circumstances in which all of the applicable conditions of Rule 144 under the Securities Act are met, (iii) such securities become eligible for sale pursuant to Rule 144 without volume or manner-of-sale restrictions and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144(c)(1), (iv) such securities are otherwise transferred, or (v) such securities have ceased to be outstanding.

"**Rule 144**" means Rule 144 under the Securities Act or any successor rule thereto.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Selling Expenses**" means all underwriting discounts and selling commissions applicable to the sale of Registrable Securities.

"**Series A Preferred Stock**" means the Series A Preferred Stock, par value $0.0001 per share, of the Company, issued in connection with the Purchase Agreement.

"**Purchase Agreement**" has the meaning set forth in the recitals.

Capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement.

2. <u>Piggyback Registration</u>. Following the conversion of the Series A Preferred Stock into shares of Common Stock, if the Company proposes to file a registration statement under the Securities Act with respect to an offering for its own account (other than (i) a registration statement relating to an initial public offering of the Company on Form 1-A or Form S-1 (or any successor forms), (ii) a registration statement on Form S-8 (or any successor form) or any other registration statement relating solely to employee benefit plans, (iii) a registration statement on Form S-4 (or any successor form) or filed in connection with an exchange offer, or a transaction to which Rule 145 (or any successor provision) under the Securities Act applies, or (iv) an offering of newly issued securities of the Company being made on a pro rata basis solely to the Company's existing shareholders), then the Company shall in each case give written notice of such proposed filing to the Holder as soon as practicable (but no later than fifteen (15) days) before the anticipated filing date, and such notice shall offer each Holder the opportunity to register such number of shares of Registrable Securities as such Holder may request. Each Holder desiring to have Registrable Securities included in such registration statement shall so advise the Company in writing within ten (10) business days after the date on which the Company's notice is so given, setting forth the number of shares of Registrable Securities for which registration is requested, it being understood that the failure of any Holder to provide the Company with notice of its desire to have its Registrable Securities so included shall constitute a waiver of such Holder's rights under this paragraph 2. If the Company's offering is to be an underwritten offering, the Company shall, subject to the further provisions of this Agreement, use its reasonable best efforts to cause the managing underwriter or underwriters to permit the Holders of the Registrable Securities requested to be included in the registration for such offering to include such Registrable Securities in such offering on the same terms and conditions as any similar securities of the Company included therein. The right of each Holder to registration pursuant to this Section 2 in connection with an underwritten offering by the Company shall, unless the Company otherwise assents, be conditioned upon such Holder's participation as a seller in such underwritten offering and its execution of an underwriting agreement in customary form with the managing underwriter or underwriters selected by the Company. Notwithstanding the foregoing, if the managing underwriter or underwriters of such offering advise the Company that the success of the offering would be materially and adversely affected by inclusion of the Registrable Securities requested to be included, then the Company shall include in such registration (i) first, the shares of Common

Stock that the Company proposes to sell; (ii) second, shares of Common Stock requested to be included therein by holders of Registrable Securities, allocated pro rata among all such Holders on the basis of the number of Registrable Securities owned by each such Holder; and (iv) third, the shares of Common Stock requested to be included therein by other holders of Common Stock other than holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of shares of Common Stock owned by each such Holder.

3. <u>Registration Procedures</u>. Pursuant to <u>Section 2</u>, the Company shall use its reasonable best efforts to effect the registration of the offer and sale of such Registrable Securities under the Securities Act in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall as soon as reasonably practicable and as applicable:

(a) prepare and file with the Commission a registration statement covering such Registrable Securities and use its reasonable best efforts to cause such registration statement to be declared effective;

(b) prepare and file with the Commission such amendments, post-effective amendments and supplements to such registration statement and the Prospectus used in connection therewith as may be necessary to keep such registration statement effective for a period of not less than twelve (12) months (or, in the case of a firm commitment underwritten offering, ninety (90) days), or if earlier, until all of such Registrable Securities have been disposed of and to comply with the provisions of the Securities Act with respect to the disposition of such Registrable Securities in accordance with the intended methods of disposition set forth in such registration statement;

(c) as soon as reasonably practicable before filing such registration statement, Prospectus or amendments or supplements thereto with the Commission, furnish to the Holder of such Registrable Securities copies of such documents proposed to be filed, which documents shall be subject to the review, comment and approval of such Holder's counsel;

(d) notify each selling Holder of Registrable Securities, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any Prospectus forming a part of such registration statement has been filed with the Commission;

(e) furnish to each selling Holder of Registrable Securities such number of copies of the Prospectus included in such registration statement (including each preliminary Prospectus) and any supplement thereto (in each case including all exhibits and documents incorporated by reference therein), and such other documents as such Holder may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(f) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any selling Holder reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such Holders to consummate the disposition in such jurisdictions of the Registrable Securities owned by such Holders; provided, that the Company shall not be required to qualify generally to do business, subject itself to general taxation or consent to general service of process in any jurisdiction where it would not otherwise be required to do so;

(g) notify the Holders of Registrable Securities promptly of any request by the Commission for the amending or supplementing of such registration statement or Prospectus or for additional information;

(h) cooperate with the Holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold pursuant to such registration statement or Rule 144 free of any restrictive legends and representing such number of shares of Common Stock and registered in such names as the Holders of the Registrable Securities may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such registration statement or Rule 144;

(i) take no direct or indirect action prohibited by Regulation M under the Exchange Act; provided, that, to the extent that any prohibition is applicable to the Company, the Company will take all reasonable action to make any such prohibition inapplicable;

(j) otherwise use its reasonable best efforts to take all other steps necessary to effect the registration of such Registrable Securities contemplated hereby; and

(k) in connection with an underwritten offering, the Company will enter into such customary agreements (including underwriting and lock-up agreements in customary form) and take all such other customary actions as the Holders of such Registrable Securities or the managing underwriter of such offering reasonably request in order to facilitate the intended disposition of the Registrable Securities.

4. Expenses. All expenses incurred by the Company in complying with its obligations pursuant to this Agreement and in connection with the registration and disposition of Registrable Securities shall be paid by the Company, including, without limitation, all (i) registration and filing fees (including, without limitation, any fees relating to filings required to be made with, or the listing of any Registrable Securities on, any securities exchange or over-the-counter trading market on which the Registrable Securities are listed or quoted); (ii) expenses of any audits incident to or required by any such registration; (iii) fees and expenses of complying with securities and "blue sky" laws (including, without limitation, fees and disbursements of counsel for the Company in connection with "blue sky" qualifications or exemptions of the Registrable Securities); (iv) printing expenses; (v) messenger, telephone and delivery expenses; (vi) fees and expenses of the Company's counsel and accountants; and (vii) Financial Industry Regulatory Authority, Inc. filing fees (if any). In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement

(including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties) and the expense of any annual audits. All Selling Expenses relating to the offer and sale of Registrable Securities registered under the Securities Act by a Holder pursuant to this Agreement shall be borne and paid by such Holder. In addition, each Holder of Registrable Securities shall be responsible for paying any stock transfer taxes applicable to the sale of Registrable Securities by such.

5. Indemnification. (a) The Company shall indemnify and hold harmless, to the fullest extent permitted by law, each Holder of Registrable Securities, such Holder's officers, directors, managers, members, partners, stockholders and Affiliates, each underwriter, broker or other Person acting on behalf of such Holder of Registrable Securities and each "controlling person" (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), if any, who controls any of the foregoing Persons, against all losses, claims, actions, damages, liabilities and expenses, joint or several, to which any of the foregoing Persons may become subject under the Securities Act or otherwise, insofar as such losses, claims, actions, damages, liabilities or expenses arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any registration statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading; and shall reimburse such Persons for any legal or other expenses reasonably incurred by any of them in connection with investigating or defending any such loss, claim, action, damage or liability, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such Holder expressly for use therein or by such Holder's failure to deliver a copy of the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendments or supplements thereto (if the same was required by applicable law to be so delivered) after the Company has furnished such holder with a sufficient number of copies of the same prior to any written confirmation of the sale of Registrable Securities. This indemnity shall be in addition to any liability the Company may otherwise have.

(b) In connection with any registration in which a Holder of Registrable Securities is participating, each such Holder shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any such registration statement or Prospectus and, to the extent permitted by law, shall indemnify and hold harmless, the Company, each director of the Company, each officer of the Company who shall sign such registration statement, each underwriter, broker or other Person acting on behalf of the Holders of Registrable Securities and each "controlling person" (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) who controls any of the foregoing Persons against any losses, claims, actions, damages, liabilities or expenses resulting from any untrue or alleged untrue statement of material fact contained in the registration statement, Prospectus, preliminary

Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto), information statement or offering circular or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is contained in any information so furnished in writing by such Holder; provided, that the obligation to indemnify shall be several, not joint and several, for each Holder and shall not exceed an amount equal to the net proceeds (after underwriting fees, commissions or discounts) actually received by such Holder from the sale of Registrable Securities pursuant to such registration statement. This indemnity shall be in addition to any liability the selling Holder may otherwise have.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in this Section 5, such indemnified party shall, if a claim in respect thereof is made against an indemnifying party, give written notice to the latter of the commencement of such action. The failure of any indemnified party to notify an indemnifying party of any such action shall not (unless such failure shall have a material adverse effect on the indemnifying party) relieve the indemnifying party from any liability in respect of such action that it may have to such indemnified party hereunder. In case any such action is brought against an indemnified party, the indemnifying party shall be entitled to participate in and to assume the defense of the claims in any such action that are subject or potentially subject to indemnification hereunder, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and after written notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be responsible for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof; provided, that, if (i) any indemnified party shall have reasonably concluded that there may be one or more legal or equitable defenses available to such indemnified party which are additional to or conflict with those available to the indemnifying party, or that such claim or litigation involves or could have an effect upon matters beyond the scope of the indemnity provided hereunder, or (ii) such action seeks an injunction or equitable relief against any indemnified party or involves actual or alleged criminal activity, the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party without such indemnified party's prior written consent (but, without such consent, shall have the right to participate therein with counsel of its choice) and such indemnifying party shall reimburse such indemnified party and any “controlling person” of such indemnified party for that portion of the fees and expenses of any counsel retained by the indemnified party which is reasonably related to the matters covered by the indemnity provided hereunder. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicting indemnified parties shall have a right to retain one separate counsel, chosen by the Holders of a majority of the Registrable Securities included in the registration, at the expense of the indemnifying party.

(d) If the indemnification provided for hereunder is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, claim, damage, liability or action referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amounts paid or payable by such indemnified party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which resulted in such loss, claim, damage, liability or action as well as any other relevant equitable considerations; provided, that the maximum amount of liability in respect of such contribution shall be limited, in the case of each Holder of Registrable Securities, to an amount equal to the net proceeds (after underwriting fees, commissions or discounts) actually received by such seller from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by pro rata allocation or by any other method or allocation which does not take account of the equitable considerations referred to herein. No Person guilty or liable of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

6. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which is underwritten unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

7. Rule 144 Compliance. With a view to making available to the Holders of Registrable Securities the benefits of Rule 144 and any other rule or regulation of the Commission that may at any time permit a Holder to sell securities of the Company to the public without registration, the Company shall:

(a) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the Registration Date;

(b) use reasonable efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act, at any time after the Registration Date; and

(c) furnish to any Holder so long as the Holder owns Registrable Securities, promptly upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed or furnished by the Company as such Holder may reasonably request in connection with the sale of Registrable Securities without registration.

8. Termination. This Agreement shall terminate and be of no further force or effect when there shall no longer be any Registrable Securities outstanding; provided, that the provisions of Section 5 and Section 6 shall survive any such termination.

9. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated in the Purchase Agreement.

10. Entire Agreement. This Agreement, together with the Purchase Agreement and other Transaction Documents (as defined in the Purchase Agreement), constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding the foregoing, in the event of any conflict between the terms and provisions of this Agreement and those of the Purchase Agreement or any other Transaction Document with respect to or relating to the registration rights provided for herein, the terms and conditions of this Agreement shall control.

11. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Company may assign this Agreement at any time in connection with a sale or acquisition of the Company, whether by merger, consolidation, sale of all or substantially all of the Company's assets, or similar transaction, without the consent of the Investor; provided, that the successor or acquiring Person agrees in writing to assume all of the Company's rights and obligations under this Agreement.

12. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is

intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement; provided, however, the parties hereto hereby acknowledge that the Persons set forth in Section 5 are express third-party beneficiaries of the obligations of the parties hereto set forth in Section 5.

13. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

14. Amendment, Modification and Waiver. The provisions of this Agreement may only be amended, modified, supplemented or waived with the prior written consent of the Company and the Holders of a majority of the then outstanding Registrable Shares. No waiver by any party or parties shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16. Remedies. Each Holder of Registrable Securities, in addition to being entitled to exercise all rights granted by law, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. The Company acknowledges that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and the Company hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

17. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Nevada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party’s address set forth herein shall be effective service

of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

18. Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 18.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. Further Assurances. Each of the parties to this Agreement shall, and shall cause their affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and to give effect to the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

COMPANY

PARLER TECHNOLOGIES, INC.

By_____________________
Name:
Title:

INVESTORS

The Investors have executed a Subscription Booklet with the Company which provides, among other things, that by executing the Subscription Booklet, each Investor is deemed to have executed this Registration Rights Agreement in all respects.

Exhibit D

Articles of Incorporation

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of	Business Number **E51905052025-2**
F V Aguilar	Filing Number **20255190504**
Secretary of State State Of Nevada	Filed On **9/23/2025 2:58:00 PM**
	Number of Pages **8**

ABOVE SPACE IS FOR OFFICE USE ONLY

Formation - Profit Corporation

☒ NRS 78 - Articles of Incorporation Domestic Corporation
☐ NRS 80 - Foreign Corporation
☐ NRS 89 - Articles of Incorporation Professional Corporation
☐ NRS 80 - Foreign Corporation Professional Corporation

☐ 78A Formation - Close Corporation

(Name of Close Corporation MUST appear in the below heading)

Articles of Formation of ______________________ **a close corporation (NRS 78A)**

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Name of Entity: (If foreign, name in home jurisdiction)

Parler Technologies, Inc.

2. Registered Agent for Service of Process: (Check only one box)

☒ Commercial Registered Agent:(name only below) ☐ Noncommercial Registered Agent (name and address below) ☐ Office or Position with Entity (title and address below)

Corporate Creations Network Inc.
Name of Registered Agent OR Title of Office or Position with Entity

Street Address	City	Nevada	Zip Code
		Nevada	

Mailing Address (if different from street address)	City		Zip Code
8275 South Eastern Avenue #200	Las Vegas	Nevada	89123

2a. Certificate of Acceptance of Appointment of Registered Agent:

I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.

X *[signature]* 9/23/25
Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date

3. Governing Board: (NRS 78A, close corporation only, check one box; if yes, complete article 4 below)

This corporation is a close corporation operating with a board of directors ☐ Yes **OR** ☒ No

4. Names and Addresses of the Board of Directors/ Trustees or Stockholders

(NRS 78: Board of Directors/ Trustees is required.

NRS 78a: Required if the Close Corporation is governed by a board of directors.

NRS 89: Required to have the Original stockholders and directors. A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing. See instructions)

1) Yasser Elgebaly — Country: USA
Street Address: 5700 Tennyson Pkwy Ste. 200 — City: Plano — State: TX — Zip/Postal Code: 75024

2) Anne Peterson — Country: USA
Street Address: 5700 Tennyson Pkwy Ste. 200 — City: Plano — State: TX — Zip/Postal Code: 75024

3) Alex McCarthy — Country: USA
Street Address: 5700 Tennyson Pkwy Ste. 200 — City: Plano — State: TX — Zip/Postal Code: 75024

5. Jurisdiction of Incorporation: (NRS 80 only)

5a. Jurisdiction of incorporation:

5b. I declare this entity is in good standing in the jurisdiction of its incorporation. ☐

This form must be accompanied by appropriate fees.

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Formation - Profit Corporation

Continued, Page 2

6. Benefit Corporation: (For NRS 78, NRS 78A, and NRS 89, optional. See instructions.)	By selecting "Yes" you are indicating that the corporation is organized as a benefit corporation pursuant to NRS Chapter 78B with a purpose of creating a general or specific public benefit. The purpose for which the benefit corporation is created must be disclosed in the below purpose field. Yes ☐
7. Purpose/Profession to be practiced: (Required for NRS 80, NRS 89 and any entity selecting Benefit Corporation. See instructions.)	Any lawful act or activity.
8. Authorized Shares: (Number of shares corporation is authorized to issue **NRS 80:** Must include copy of the most recently filed in home jurisdiction setting forth the authorized stock of the corporation.)	Please indicate the break down of all corporate shares and the par value. Number of Authorized shares with Par value: Par value: $ Number of Common shares with Par value: **300,000,000** Par value: $ **0.0001000000** Number of Preferred shares with Par value: 50,000,000 Par value: $ 0.0001000000 Number of shares with no par value: **Foreign Corporations, NRS 80 only:** ☐ This is a corporation is a unlimited stock corporation ☐ This is a corporation is a non-stock corporation. If more than one class or series of stock is authorized, please attach the information on an additional sheet of paper.
9. Name and Signature of: Officer making the statement or Authorized Signer for NRS 80. **Name, Address and Signature of** the **Incorporator** for NRS 78, 78A, and 89. NRS 89 - Each Organizer/ Incorporator must be a licensed professional.	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. Name: Michael Starmer Country: USA Address: 1050 Connecticut Avenue, NW City: Washington DC State: DC Zip/Postal Code: 20036 X Michael Starmer (attach additional page if necessary)

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:
(attach additional page(s) if necessary)

Kyle McCarthy will be the fourth director of the Company, and his address is 5700 Tennyson Pkwy Ste. 200, Plano, TX 75024.

ATTACHMENT TO THE
ARTICLES OF INCORPORATION OF
PARLER TECHNOLOGIES, INC

The Articles of Incorporation of **PARLER TECHNOLOGIES, INC** (the "**Corporation**") are hereby supplemented with the following additions to Article 8 and additional Articles 10-14.

ARTICLE 8 - AUTHORIZED SHARES

The total number of shares of all classes of stock which the Corporation shall have authority to issue is 350,000,000, consisting of (i) 300,000,000 shares of Common Stock, $0.0001 par value per share ("***Common Stock***"), of which 250,000,000 shares shall be designated "***Class A Common Stock***," $0.0001 par value per share, and 50,000,000 shares shall be designated as "***Class B Common Stock***," $0.0001 par value per share; and (ii) 50,000,000 shares of Preferred Stock, $0.0001 par value per share ("***Preferred Stock***").

The Corporation shall have the authority to issue the shares of Preferred Stock in one or more series with such rights, preferences, and designations as determined by the Board of Directors of the Corporation. Authority is hereby expressly granted to the Board of Directors from time to time to issue Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions providing for the issue of the shares thereof, to determine and fix such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including, without limitation thereof, dividend rights, special voting rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the full extent now or hereafter permitted by the Nevada Revised Statutes. Fully-paid stock of the Corporation shall not be liable to any further call or assessment.

The following is a statement of the designations and the rights, powers and preferences, and the qualifications, limitations or restrictions thereof, in respect of each class of capital stock of the Corporation.

1. Definitions. As used in this Article 8, the following terms have the meanings set forth below.

1.1 "**Class B Common Stock Automatic Conversion Event**" shall mean an event wherein one or more shares of Class B Common Stock automatically convert into one or more shares of Class A Common Stock pursuant to Section 4.2 of this Article 8.

1.2 "**Immediate Family**" means as to any natural person, such person's spouse or Spousal Equivalent, the lineal descendant or antecedent, brother, sister, nephew or niece, of such person or such person's spouse or Spousal Equivalent, or the spouse or Spousal Equivalent of any lineal descendant or antecedent, brother, sister, nephew or niece of such person, or his or her spouse or Spousal Equivalent, whether or not any of the above are adopted.

1.3 "**Spousal Equivalent**" means any two natural persons if the relevant person and the related party are registered as "domestic partners" or the equivalent thereof under the laws of their state of residence or any other law having similar effect or provided the following circumstances are true: (a) irrespective of whether or not the relevant person and the Spousal Equivalent are the same sex, they are the sole spousal equivalent of the other for the last twelve (12) months, (b) they intend to remain so indefinitely, (c) neither are married to anyone else, (d) both are at least eighteen (18) years of age and mentally competent to consent to contract, (e) they are not related by blood to a degree of closeness that which would prohibit legal marriage in the state in which they legally reside, (f) they are jointly responsible for each other's common welfare and financial obligations, and (g) they reside together in the same residence for the last twelve (12) months and intend to do so indefinitely.

1.4 "**Transfer**" of a share of Class B Common Stock (collectively, "***Transferred Stock***") shall mean any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law. A Transfer shall also include, without limitation, a transfer of a share of Transferred Stock to a broker or other nominee (regardless of whether or not there is a corresponding change in beneficial ownership), or the transfer of, or entering into a binding agreement with respect to, Voting Control over a share of Transferred Stock by proxy or otherwise; provided, however, that the following shall not be considered a Transfer within the meaning of this Section 1.4 of Article 8:

1.4.1 the granting of a proxy to officers or directors of the Corporation at the request or approval of the Board of Directors of the Corporation (the "Board") in connection with actions to be taken at an annual or special meeting of stockholders or by written consent of stockholders;

1.4.2 the transfer of one or more shares of Transferred Stock by (i) gift or pursuant to a domestic relations order from a holder of Transferred Stock to such holder's Immediate Family or (ii) to a trust or trusts for the exclusive benefit of such holder or his Immediate Family for no consideration;

1.4.3 the transfer of one or more shares of Transferred Stock effected pursuant to the holder's will or the laws of intestate succession;

1.4.4 as to any holder that is a trust established for the exclusive benefit of a prior holder of such shares of Transferred Stock or such prior holder's Immediate Family, the transfer of one or more shares of Transferred Stock to the prior holder or such prior holder's Immediate Family for no consideration;

1.4.5 the granting of a repurchase right to the Corporation pursuant to an agreement wherein the Corporation has the right or option to purchase or to repurchase shares of Transferred Stock; provided, however, that the Corporation's purchase or repurchase of such shares of Transferred Stock pursuant to the exercise of such right or option shall constitute a Transfer; or

1.4.6 upon the request of the transferor, any transfer approved by a majority of the disinterested members of the Board, even though the disinterested directors be less than a quorum, or if there are not any disinterested members on the Board, the entire Board.

1.5 "***Voting Control***" with respect to a share of Class B Common Stock shall mean the power (whether exclusive or shared) to vote or direct the voting of such share of Class B Common Stock by proxy, voting agreement or otherwise.

2. General. Except as expressly provided in this Article 8, Class A Common Stock and Class B Common Stock shall have the same rights and preferences and rank equally, share ratably and be identical in all respects as to all matters.

3. Voting.

3.1 Class A Common. Each holder of shares of Class A Common Stock shall be entitled to one (1) vote for each share of Class A Common Stock held as of the applicable date on any matter that is submitted to a vote or for the consent of the stockholders of the Corporation.

3.2 Class B Common. Each holder of shares of Class B Common Stock shall be entitled to one-hundred (100) votes for each share of Class B Common Stock held as of the applicable date on any matter that is submitted to a vote or for the consent of the stockholders of the Corporation.

3.3 Class Voting. Except as otherwise provided herein or by applicable law, the holders of shares of Class A Common Stock and Class B Common Stock shall at all times vote together as one class on all matters (including the election of directors) submitted to a vote or for the consent of the stockholders of the Corporation.

3.4 Increases or Decreases in Authorized Common Stock. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote and without a separate class vote of the holders of each class of the Common Stock.

4. Conversion Rights. The holders of the Class B Common Stock shall have conversion rights as follows:

4.1 Right to Convert. Each share of Class B Common Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, and without the payment of additional consideration by the holder thereof, into one (1) fully paid and nonassessable share of Class A Common Stock.

4.2 Automatic Conversion. Each share of Class B Common Stock shall automatically, without any further action, convert into one (1) fully paid and nonassessable share of Class A Common Stock upon a Transfer of such share; provided, however, that if a holder of Class B Common Stock Transfers any shares of Class B Common Stock to another holder of Class B Common Stock, then such Transfer will not constitute a Class B Common Stock Automatic Conversion Event.

4.3 Mechanics of Conversion.

4.3.1 Surrender of Certificates. Before any holder of Class B Common Stock shall be entitled to convert shares of Class B Common Stock into shares of Class A Common Stock, the holder shall either (1) surrender the certificate or certificates therefor, if such exist, duly endorsed, at the office of the Corporation or of any transfer agent for the Common Stock or (2) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Class A Common Stock are to be issued; provided, however, that on the date of a Class B Common Stock Automatic Conversion Event, the outstanding shares of Class B Common Stock subject to such Class B Common Stock Automatic Conversion Event shall be converted automatically without any further action by the holder of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable upon such Class B Common Stock Automatic Conversion Event unless either the certificates evidencing such shares of Class B Common Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Shares of Class B Common Stock that are converted into shares of Class A Common Stock as provided herein shall be cancelled and may not be reissued.

4.3.2 Conversion Date. In the event that a holder of Class B Common Stock elects to convert such shares pursuant to Section 4.1 of this Article 8 above, the conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Class B Common Stock to be converted. In the event of a Class B Common Stock Automatic Conversion Event, such conversion shall be deemed to have been made at the time that the Transfer of such shares occurred.

4.3.3 Status as Stockholder. On the date of a conversion pursuant to this Section 4 of this Article 8, all rights of the holder of the shares of Class B Common Stock shall cease and the holder or holders in whose name the certificate or certificates representing the shares of Class A Common Stock are to be issued shall be treated for all purposes as having become the record holder of such shares of Class A Common Stock, notwithstanding that the certificates representing such shares of Class B Common Stock shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Class B Common Stock, or that the certificates evidencing such shares of Class A Common Stock shall not then be actually delivered to such holder.

4.3.4 Delivery of Stock Certificates. In the event of a conversion pursuant to this Section 4 of Article 8, the Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Class B Common Stock, or to the nominee of such holder, a certificate for the number of shares of Class A Common Stock to which such holder shall he entitled.

4.4 Administration. The Corporation may, from time to time, establish such policies and procedures relating to the conversion of Class B Common Stock to Class A Common Stock and the general administration of this dual class Common Stock structure, including the issuance of stock certificates with respect thereto, as it may deem necessary or advisable, and may request that holders of shares of Class B Common Stock furnish affidavits or other proof to the Corporation as it deems necessary to verify the ownership of Class B Common Stock and to confirm that a conversion to Class A Common Stock has not occurred, provided, however, that such policies and procedures shall not inhibit the ability of a holder to convert such shares of Class B Common Stock to Class A Common Stock. A determination by the Secretary of the Corporation that a Transfer results in a conversion to Class A Common Stock shall be conclusive.

4.5 Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of the Class B Common Stock, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of such Class B Common Stock; and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of such Class B Common Stock, in addition to such other remedies as shall be available to the holder of such Class B Common Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this certificate of incorporation.

4.6 Notices. Any notice required by the provisions of this Section 4 to be given to the holders of shares of Common Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.

4.7 Status of Converted Stock. In the event any shares of Class B Common Stock shall be converted pursuant to this Section 4 of Article 8, the shares of Class B Common Stock so converted shall be cancelled and shall not be issuable by the Corporation.

ARTICLE 10 - AMENDMENT OF BYLAWS

The Board of Directors of the Corporation shall have the power to make, alter, amend, or repeal the Bylaws of the Corporation, except to the extent that the Bylaws otherwise provide.

ARTICLE 11 - INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation, or who is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, to the full extent permitted by the Nevada Revised Statutes as such statutes may be amended from time to time.

ARTICLE 12 - LIABILITY OF DIRECTORS AND OFFICERS

No director or officer shall be personally liable to the Corporation or any of its stockholders for damages for any breach of fiduciary duty as a director or officer; *provided*, *however*, that the foregoing provision shall not eliminate or limit the liability of a director or officer (i) for acts or omissions which involve intentional misconduct, fraud or a knowing violation of law, or (ii) for the payment of dividends in violation of Section 78.300 of the Nevada Revised Statutes. Any repeal or modification of this Article 12 by the stockholders of the Corporation shall be prospective only and shall not adversely affect any limitation of the personal liability of a director of officer of the Corporation for acts or omissions prior to such repeal or modification.

ARTICLE 13 - ACQUISITION OF CONTROLLING INTEREST

The Corporation elects not to be governed by the terms and provisions of Sections 78.378 through 78.3793, inclusive, of the Nevada Revised Statutes, as the same may be amended, superseded, or replaced by any successor section, statute, or provision. No amendment to these Articles of Incorporation, directly or indirectly, by merger or consolidation or otherwise, having the effect of amending or repealing any provision of this Article 13 shall apply to or have any effect on any transaction involving acquisition of control by any person occurring prior to such amendment or repeal.

ARTICLE 14 - COMBINATIONS WITH INTERESTED STOCKHOLDERS

The Corporation elects not to be governed by the terms and provisions of Sections 78.411 through 78.444, inclusive, of the Nevada Revised Statutes, as the same may be amended, superseded, or replaced by any successor section, statute, or provision. No amendment to these Articles of Incorporation, directly or indirectly, by merger or consolidation or otherwise, having the effect of amending or repealing any provision of this Article 14 shall apply to or have any effect on any transaction with an interested stockholder occurring prior to such amendment or repeal.

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

Parler Technologies, Inc.

Nevada Business Identification # NV20253443487
Expiration Date: 09/30/2026

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 09/23/2025.

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202509236110255
You may verify this certificate
online at https://www.nvsilverflume.gov/home

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Initial List and State Business License Application

Initial List of Officers, Managers, Members, General Partners, Managing Partners, or Trustees:

Parler Technologies, Inc.

NAME OF ENTITY

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: *Read instructions before completing and returning this form.*

Please indicate the entity type (check only one):

Filed in the Office of	Business Number **E51905052025-2**
FVAguilar	Filing Number **20255190512**
Secretary of State State Of Nevada	Filed On **9/23/2025 2:58:00 PM**
	Number of Pages **2**

[X] Corporation

[ ] This corporation is publicly traded, the Central Index Key number is:

[ ] Nonprofit Corporation (see nonprofit sections below)

[ ] Limited-Liability Company

[ ] Limited Partnership

[ ] Limited-Liability Partnership

[ ] Limited-Liability Limited Partnership (If formed at the same time as the Limited Partnership)

[ ] Business Trust

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

[ ] 001 - Governmental Entity

[ ] 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

For nonprofit entities formed under NRS Chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is $200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.

[ ] Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee. Exemption code 002

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit $200.00 for the state business license.

[ ] Unit-owners' Association

[ ] Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. § 501(c)

For nonprofit entities formed under NRS Chapter 82 and 80: **Charitable Solicitation Information - check applicable box**

Does the Organization intend to solicit charitable or tax deductible contributions?

[ ] No – no additional form is required

[ ] Yes – the "Charitable Solicitation Registration Statement" is required.

[ ] The Organization claims exemption pursuant to NRS 82A.210 - the "Exemption From Charitable Solicitation Registration Statement" is required

**** Failure to include the required statement form will result in rejection of the filing and could result in late fees.****

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Initial List and State Business License Application - Continued

Officers, Managers, Members, General Partners, Managing Partners or Trustees:

CORPORATION, INDICATE THE PRESIDENT, OR EQUIVALENT OF: Title: CEO

Name	Country
Yasser Elgebaly	USA

Address	City	State	Zip/Postal Code
5700 Tennyson Pkwy Ste. 200	Plano	TX	75024

CORPORATION, INDICATE THE SECRETARY, OR EQUIVALENT OF: Title: Secretary

Name	Country
Kyle McCarthy	USA

Address	City	State	Zip/Postal Code
5700 Tennyson Pkwy Ste. 200	Plano	TX	75024

CORPORATION, INDICATE THE TREASURER, OR EQUIVALENT OF: Title: CFO

Name	Country
Anne Peterson	USA

Address	City	State	Zip/Postal Code
5700 Tennyson Pkwy Ste. 200	Plano	TX	75024

CORPORATION, INDICATE THE DIRECTOR:

Name	Country
Yasser Elgebaly	USA

Address	City	State	Zip/Postal Code
5700 Tennyson Pkwy Ste. 200	Plano	TX	75024

None of the officers or directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X Michael Starmer

Signature of Officer, Manager, Managing Member, General Partner, Managing Partner, Trustee, Member, Owner of Business, Partner or Authorized Signer *FORM WILL BE RETURNED IF UNSIGNED.*

Title	Date
Incorporator	September 22, 2025

SECRETARY OF STATE

STATE OF NEVADA

DOMESTIC CORPORATION (78) CHARTER

I, FRANCISCO V. AGUILAR, the duly qualified and elected Nevada Secretary of State, do hereby certify that **Parler Technologies, Inc.** did, on 09/23/2025, file in this office the original ARTICLES OF INCORPORATION-FOR-PROFIT that said document is now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said document contains all the provisions required by the law of the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 09/23/2025.

FRANCISCO V. AGUILAR
Secretary of State

Certificate
Number: B202509236110241

You may verify this certificate online at https://www.nvsilverflume.gov/home

STATE OF NEVADA

FRANCISCO V. AGUILAR
Secretary of State

RUBEN J. RODRIGUEZ
Deputy Secretary for Southern Nevada

2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2452

OFFICE OF THE
SECRETARY OF STATE

GABRIEL DI CHIARA
Chief Deputy Secretary of State

DEANNA L. REYNOLDS
Deputy Secretary for Commercial Recordings

401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141

Business Entity - Filing Acknowledgement

09/23/2025

Work Order Item Number:	W2025092301942-4734517
Filing Number:	20255190504
Filing Type:	Articles of Incorporation-For-Profit
Filing Date/Time:	9/23/2025 2:58:00 PM
Filing Page(s):	9

Indexed Entity Information:

Entity ID: E51905052025-2

Entity Name: Parler Technologies, Inc.

Entity Status: Active

Expiration Date: None

Commercial Registered Agent
CORPORATE CREATIONS NETWORK INC.
8275 SOUTH EASTERN AVENUE #200, Las Vegas, NV 89123, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

FVAguilar

FRANCISCO V. AGUILAR
Secretary of State

STATE OF NEVADA

FRANCISCO V. AGUILAR
Secretary of State

RUBEN J. RODRIGUEZ
Deputy Secretary for Southern Nevada

2250 Las Vegas Blvd North, Suite 400
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OFFICE OF THE
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DEANNA L. REYNOLDS
Deputy Secretary for Commercial Recordings

401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141

Business Entity - Filing Acknowledgement

09/23/2025

Work Order Item Number:	W2025092301942-4734518
Filing Number:	20255190512
Filing Type:	Initial List
Filing Date/Time:	9/23/2025 2:58:00 PM
Filing Page(s):	2

Indexed Entity Information:

Entity ID: E51905052025-2

Entity Name: Parler Technologies, Inc.

Entity Status: Active

Expiration Date: None

Commercial Registered Agent

CORPORATE CREATIONS NETWORK INC.

8275 SOUTH EASTERN AVENUE #200, Las Vegas, NV 89123, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

FVAguilar

FRANCISCO V. AGUILAR
Secretary of State

Exhibit E

Bylaws

BYLAWS
OF
PARLER TECHNOLOGIES, INC.

Adopted on September 25, 2025

ARTICLE I
OFFICES

1.1 **Registered Office**. The registered office and registered agent of Parler Technologies, Inc. (the "**Corporation**") shall be set forth in the Corporation's Articles of Incorporation, as may be amended and restated from time to time.

1.2 **Other Offices**. The Corporation may also have offices at such other places, both within and without the State of Nevada, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
STOCKHOLDERS' MEETINGS

2.1 **Place of Meetings**. Meetings of stockholders may be held at such time and place, within or without the State of Nevada, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Stockholders and certain other persons permitted by the Corporation to attend a meeting of stockholders may participate in the meeting through remote communication, including, without limitation, electronic communications, videoconferencing, teleconferencing or other available technology, if the Corporation has implemented reasonable measures to (a) verify the identity of each person participating through such means as a stockholder or permitted person and (b) provide the stockholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to communicate, and to read or hear the proceedings of the meetings in a substantially concurrent manner with such proceedings.

2.2 **Annual Meeting.**

(a) The annual meeting of the stockholders of the Corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as may be designated from time to time by the Board of Directors. Nominations of persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders: (i) pursuant to the Corporation's notice of meeting of stockholders; (ii) by or at the direction of the Board of Directors; or (iii) by any stockholder of the Corporation who was a stockholder of record at the time of giving of notice provided for in the following paragraph, who is entitled to vote at the meeting and who complied with the notice procedures set forth in this Section.

(b) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of paragraph (a) of this Section, (i) the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation, (ii) such other business must be a proper matter for stockholder action under the Nevada Revised Statues, (iii) if the stockholder, or the beneficial owner on whose behalf any such proposal or nomination is made, has provided the Corporation with a Solicitation Notice (as defined in this Section), such stockholder or beneficial owner must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the Corporation's voting shares reasonably believed by such stockholder or beneficial owner to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder, and must, in either case, have included in such materials the Solicitation Notice, and (iv) if no Solicitation Notice relating thereto has been timely provided pursuant to this Section, the stockholder or beneficial owner proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section. To be timely, a stockholder's notice shall be delivered to the Secretary by registered mail at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is advanced more than thirty (30) days prior to or delayed by more than thirty (30) days after the anniversary of the preceding year's annual meeting, notice by the stockholder to be timely must be so received (i) not earlier than the close of business on the one hundred twentieth (120th) day prior to the currently proposed annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or (ii) by the tenth (10th) business day following the day on which public announcement of the date of such meeting is first made, whichever of (i) or (ii) occurs first. In the event that an annual meeting has not been previously held, notice by the stockholder to be timely must be so received not later than the close of business on the tenth (10th) business day following the day on which public announcement of the date of such meeting is first made. In no event shall the public announcement of an adjournment of an annual meeting commence a new time period for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth: (A) as to each person whom the stockholder proposed to nominate for election or reelection as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "**1934 Act**") and Rule 14a-4(d) thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected); (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (ii) the class and number of shares of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner, and (iii) whether either such stockholder or beneficial owner intends to deliver a proxy statement and form of proxy to holders of, in the case of the proposal, at least the percentage of the Corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the Corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent, a "**Solicitation Notice**").

(c) Notwithstanding anything in the second sentence of paragraph (b) of this Section to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the Corporation at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10^{th}) day following the day on which such public announcement is first made by the Corporation.

(d) Only such persons who are nominated in accordance with the procedures set forth in this Section shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section. Except as otherwise provided by law, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made, or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall not be presented for stockholder action at the meeting and shall be disregarded.

(e) Notwithstanding the foregoing provisions of this Section, in order to include information with respect to a stockholder proposal in the proxy statement and form of proxy for a stockholders' meeting, stockholders must provide notice as required by the regulations promulgated under the 1934 Act. Nothing in these Bylaws shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation proxy statement pursuant to Rule 14a-8 under the 1934 Act.

(f) For purposes of this Section, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press, Accesswire, Market Wire or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the 1934 Act.

2.3 **Special Meetings**. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by law, by the Articles of Incorporation or by these Bylaws, may be called by the Chief Executive Officer or the President, or shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors or at the request in writing of the holders of at least 30% of all the shares issued, outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the purposes stated in the notice of the meeting unless all stockholders entitled to vote are present and consent.

2.4 **Notice of Meetings**. Written or printed notice stating (a) the date and time of the meeting, (b) the means of remote communication, if any, by which stockholders and proxies shall be deemed to be present in person and vote at the meeting, (c) unless the meeting is to be held solely by remote communications, the physical location of the meeting, and (d) except in the case of the annual meeting, the purpose or purposes for which the meeting is called, must be delivered personally, mailed postage prepaid or delivered as provided in Section 7.1 to each stockholder of record entitled to vote at the meeting not less than ten (10) nor more than sixty (60) days before the meeting. If mailed, it must be directed to the stockholders at his or her address as it appears upon the records of the Corporation.

2.5 **Quorum; Adjournment**. At all meetings of the stockholders, the presence in person or by proxy of the holders of a majority of the shares issued and outstanding and entitled to vote shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation or by these Bylaws. If a meeting of stockholders is adjourned, notice of the following information need not be delivered if the information is announced at the meeting at which the adjournment is taken: (a) the date and time of the adjourned meeting; (b) the means of remote communication, if any, by which stockholders and proxies shall be deemed to be present in person and vote at the adjourned meeting; and (c) unless the adjourned meeting is to be held solely by remote communication, the physical location of the adjourned meeting. If a new record date is fixed for an adjourned or postponed meeting, notice of the adjourned or postponed meeting must be delivered to each stockholder of record as of the new record date. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

2.6 **Voting**. Each outstanding share of the Corporation's capital stock shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders, except to the extent that the voting rights of the shares of any class or classes are otherwise provided by applicable law or the Articles of Incorporation. When a quorum is present at any meeting of the Corporation's stockholders, action by the stockholders on a matter other than the election of directors is approved if the number of votes cast in favor of the action exceeds the number of votes cast in opposition to the action, unless the question is one upon which, by express provision of law, the

Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Voting for directors shall be in accordance with Section 3.2 of these Bylaws.

2.7 **Proxies**. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy. Without limiting the manner in which a stockholder may authorize another person or persons to act for him or her as proxy, a stockholder may sign a writing authorizing another person or persons to act for him or her as proxy. Any copy, communication by electronic transmission or other reliable reproduction of the writing may be substituted for the original writing for any purpose for which the original writing could be used, if the copy, communication by electronic transmission or other reproduction is a complete reproduction of the entire original writing. Except as otherwise provided below, no such proxy is valid after the expiration of six (6) months from the date of its creation unless the stockholder specifies in it the length of time for which it is to continue in force, which may not exceed seven (7) years from the date of its creation. A proxy shall be deemed irrevocable if the written authorization states that the proxy is irrevocable, but is irrevocable only for as long as it is coupled with an interest sufficient in law to support an irrevocable power. Unless otherwise provided in the proxy, a proxy made irrevocable is revoked when the interest with which it is coupled is extinguished, but the Corporation may honor the proxy until notice of the extinguishment of the proxy is received by the Corporation. **Record Date; Closing Transfer Books**. The Board of Directors may fix in advance a record date for the purpose of determining stockholders entitled to notice of or to vote at a meeting of stockholders, such record date to be not less than ten (10) nor more than sixty (60) days prior to such meeting. If a record date for a meeting of stockholders is not fixed by the Board of Directors, the record date is at the close of business on the day before the day on which the first notice is given or, if notice is waived, at the close of business on the day before the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders applies to any adjournment or postponement of the meeting unless the Board of Directors fixes a new record date for the adjourned or postponed meeting. The Board of Directors must fix a new record date if the meeting is adjourned or postponed to a date more than 60 days later than the meeting date set for the original meeting.

2.9 **Action by Consent**. Any action required or permitted by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of the stockholders of the Corporation may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by stockholders holding at least a majority of the voting power; provided that if a different proportion of voting power is required for such an action at a meeting, then that proportion of written consents is required.

ARTICLE III
BOARD OF DIRECTORS

3.1 **Management**. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, who may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law, the Articles of Incorporation, a stockholders' agreement or these Bylaws directed or required to be exercised or done by the stockholders.

3.2 **Qualification; Election; Term**. None of the directors need be a stockholder of the Corporation or a resident of the State of Nevada. The directors shall be elected by plurality vote at the annual meeting of the stockholders, except as hereinafter provided, and each director elected shall hold office until his successor shall be elected and qualified.

3.3 **Number**. The initial number of directors of the Corporation shall be four (4). Thereafter, the number of directors of the Corporation shall be fixed as the Board of Directors may from time to time designate. No decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

3.4 **Resignation**. Any director may resign at any time by delivering his or her notice in writing to the Secretary, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board of Directors.

3.5 **Removal**. Any director may be removed either for or without cause only by the affirmative vote of stockholders representing not less than two-thirds of the voting power of the issued and outstanding stock entitled to vote.

3.6 **Vacancies**. All vacancies on the Board of Directors, including those caused by an increase in the number of directors, may be filled by a majority of the remaining directors, through less than a quorum. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

3.7 **Place of Meetings**. Meetings of the Board of Directors, regular or special, may be held at such place within or without the State of Nevada as may be fixed from time to time by the Board of Directors. The members of the Board of Directors or of any committee thereof may participate in a meeting of the Board or committee through electronic communications, videoconferencing, teleconferencing or other available technology if the Corporation has implemented reasonable measures to (a) verify the identity of each person participating through such means as a director or committee member, as the case may be, and (b) provide the directors or committee members a reasonable opportunity to participate in the meeting and to vote on matters submitted to the directors or committee members, as the case may be, including an opportunity to communicate and to read or hear the proceedings of the meeting in a substantially concurrent manner with such proceedings.

3.8 **Regular Meetings**. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by resolution of the Board of Directors.

3.9 **Special Meetings**. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, the Chief Executive Officer or the President on oral or written notice to each director, given either personally, by telephone, by telegram, by mail, by facsimile or by e-mail at least forty-eight (48) hours prior to the time of the meeting. Special meetings shall be called by the Chief Executive Officer, the President or the Secretary in like manner and on like notice on the written request of any director. Except as may be otherwise expressly provided by law, the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting need to be specified in a notice or waiver of notice.

3.10 **Quorum and Voting**. At all meetings of the Board of Directors the presence of a majority of the number of directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, and the affirmative vote of at least a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, the Articles of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

3.11 **Unanimous Written Consent of Directors**. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if a written consent thereto is signed by all members of the Board or of such committee, as the case may be. Such written consent shall have the same force and effect as a unanimous vote of the directors or committee members. Any such written consent may be executed in counterparts and may be delivered by electronic transmission to the corporation. The signed consents shall be filed with the minutes of the proceedings of the Board or committee.

3.12 **Interested Directors**. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (1) the fact as to his relationship or interest and as to the contract or transaction is known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the fact as to his relationship or interest and as to the contract or transaction is known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

3.13 **Compensation of Directors**. Directors shall receive such compensation for their services, and reimbursement for their expenses as the Board of Directors, by resolution, shall establish; provided that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

3.14 **Committees**. The Board of Directors may, by resolution passed by a majority of the whole Board, designate committees, each committee to consist of one or more directors of the Corporation, which committees shall have such power and authority and shall perform such functions as may be provided in such resolution. Each committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the Corporation, except where action of the full Board of Directors is required by statute or by the Articles of Incorporation. Unless the Board of Directors shall otherwise provide, regular meetings of the committee appointed pursuant to this Section shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter. Special meetings of any such committee may be held at any place which has been determined from time to time by such committee, and may be called by any director who is a member of such committee, upon notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends such special meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Unless otherwise provided by the Board of Directors in the resolutions authorizing the creation of the committee, a majority of the authorized number of members of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee.

ARTICLE IV
OFFICERS

4.1 **In General**. The officers of the Corporation shall be elected by the Board of Directors and shall be a President, a Treasurer, and a Secretary. The Board of Directors may also elect a Chairman of the Board, a Chief Executive Officer, one or more Vice Presidents, Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers. Any two or more offices may be held by the same person.

4.2 **Subordinate Officers.** The Board of Directors may appoint, or may empower the Chairman of the Board of Directors, the Chief Executive Officer or the President to appoint, such other officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board of Directors or such delegate may from time to time determine.

4.3 **Election and Term**. The Board of Directors, at its first meeting after each annual meeting of stockholders, shall elect the officers, none of whom need be a member of the Board of Directors. Each officer of the Corporation shall hold office until his death, or his resignation or removal from office, or the election and qualification of his successor, whichever shall first occur.

4.4 **Resignation**. Any officer may resign at any time by giving notice in writing or by electronic transmission notice to the Board of Directors or to the President or to the Secretary. Any such resignation shall be effective when received by the person or persons to whom such notice is given, unless a later time is specified therein, in which event the resignation shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract with the resigning officer.

4.5 **Removal**. Any officer or agent elected or appointed by the Board of Directors may be removed at any time, for or without cause, by the affirmative vote of a majority of the Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

4.6 **Duties of Officers**.

(a) **Chairman of the Board of Directors**. The Chairman of the Board of Directors, when present, shall preside at all meetings of the stockholders and the Board of Directors. The Chairman of the Board of Directors shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time.

(b) **Chief Executive Officer**. The powers and duties of the Chief Executive Officer are: (a) to act as the general manager and chief executive officer of the Corporation and, subject to the direction of the Board of Directors, to have general supervision, direction and control of the business and affairs of the Corporation; (b) to preside at all meetings of the stockholders and, in the absence of the Chairman of the Board of Directors or if there is no Chairman of the Board of Directors, at all meetings of the Board of Directors; (c) to call meetings of the stockholders and meetings of the Board of Directors to be held at such times and, subject to the limitations prescribed by law or by these Bylaws, at such places as he or she shall deem proper; and (d) to affix the signature of the Corporation to all deeds, conveyances, mortgages, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board of Directors or which, in the judgment of the Chief Executive Officer, should be executed on behalf of the Corporation, to sign certificates for shares of stock of the Corporation, and, subject to the direction of the Board of Directors, to have general charge of the property of the Corporation and to supervise and control all officers, agents and employees of the Corporation.

(c) **President**. The powers and duties of the President are: (a) subject to the authority granted to the Chief Executive Officer, if any, to act as the general manager of the Corporation and, subject to the control of the Board of Directors, to have general supervision, direction and control of the business and affairs of the Corporation; (b) to preside at all meetings of the stockholders and Board of Directors in the absence of the Chairman of the Board of Directors and the Chief Executive Officer or if there be no Chairman of the Board of Directors or Chief Executive Officer; and (c) to affix the signature of the Corporation to all deeds, conveyances, mortgages, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board of Directors or which, in the judgment of the President, should be executed on behalf of the Corporation, to sign certificates for shares of stock of the Corporation, and, subject to the direction of the Board of Directors, to have general charge of the property of the Corporation and to supervise and control all officers, agents and employees of the Corporation. The President shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time.

(d) **Vice Presidents**. The Vice Presidents may assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. The Vice Presidents shall perform other duties commonly incident to their office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(e) **Treasurer**. The powers and duties of the Treasurer are: (a) to supervise and control the keeping and maintaining of adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares; (b) to have the custody of all funds, securities, evidences of indebtedness and other valuable documents of the Corporation and, at his or her discretion, to cause any or all thereof to be deposited for the account of the Corporation with such depository as may be designated from time to time by the Board of Directors; (c) to receive or cause to be received, and to give or cause to be given, receipts and acquittances for moneys paid in for the account of the Corporation; (d) to disburse, or cause to be disbursed, all funds of the Corporation as may be directed by the Chief Executive Officer, the President or the Board of Directors, taking proper vouchers for such disbursements; (e) to render to the Chief Executive Officer, the President or to the Board of Directors, whenever either may require, accounts of all transactions as Treasurer and of the financial condition of the Corporation; and (f) generally to do and perform all such duties as pertain to such office and as may be required by the Board of Directors or these Bylaws. The Treasurer may direct any Assistant Treasurer, or the Controller or any Assistant Controller to assume and perform the duties of the Treasurer in the absence or disability of the Treasurer, and each Assistant Treasurer and each Controller and Assistant Controller shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer shall designate from time to time.

(f) **Secretary**. The powers and duties of the Secretary are: (a) to keep a book of minutes at the principal executive office of the Corporation, or such other place as the Board of Directors may order, of all meetings of its directors and stockholders, whether regular or special, the notice thereof given, the names of those present at directors' meetings, the number of shares present or represented at stockholders' meetings and the proceedings thereof; (b) to keep the seal of the Corporation and to affix the same to all instruments which may require it; (c) to keep or cause to be kept at the principal executive office of the Corporation, or at the office of the transfer agent or agents, a record of the stockholders of the Corporation; (d) to keep a supply of certificates for shares of the Corporation, to fill in and sign all certificates issued or prepare the initial transaction statement or written statements for uncertificated shares, and to make a proper record of each such issuance, provided that so long as the Corporation shall have one or more duly appointed and acting transfer agents of the shares, or any class or series of shares, of the Corporation, such duties with respect to such shares shall be performed by such transfer agent or transfer agents; (e) to transfer upon the share books of the Corporation any and all shares of the Corporation, provided that so long as the Corporation shall have one or more duly appointed and acting transfer agents of the shares, or any class or series of shares, of the Corporation, such duties with respect to such shares shall be performed by such transfer agent or transfer agents; and (f) to make service and publication of all notices that may be necessary or proper and without command or direction from anyone. The Secretary shall perform all other duties provided for in these Bylaws and other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time. The Chief Executive Officer may direct any Assistant Secretary to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each Assistant Secretary shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer shall designate from time to time.

4.7 **Divisional and Other Officers Appointed by the Chief Executive Officer or President**. The Chief Executive Officer, or President if there is no Chief Executive Officer, shall have the power, in the exercise of his or her discretion, to appoint additional persons to hold positions and titles such as vice president of a division of the Corporation or president of a division of the Corporation, or similar such titles, as the business of the Corporation may require, subject to such limits in appointment power as the Board of Directors may determine. The Board of Directors shall be advised of any such appointment at a meeting of the Board of Directors, and the appointment shall be noted in the minutes of the meeting. The minutes shall clearly state that such persons are non-corporate officers appointed pursuant to this Section. Each such appointee shall have such title, shall serve in such capacity, and shall have such authority and perform such duties as the Chief Executive Officer or President shall determine. Appointees may hold titles such as "president" of a division or other group within the Corporation, or "vice president" of a division or other group within the Corporation. However, any such appointee, absent specific election by the Board of Directors as an elected corporate officer, (a) shall not be considered an officer elected by the Board of Directors pursuant to this Article IV and shall not have the executive powers or authority of corporate officers elected pursuant to this Article IV and (b) shall be empowered to represent himself or herself to third parties as a divisional or group vice president or other title permitted, as applicable, only, and shall be empowered to execute documents, bind the Corporation or otherwise act on behalf of the Corporation only as authorized by the Chief Executive Officer or the President or by resolution of the Board of Directors.

4.8 **Salaries**. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors or any committee of the Board, if so authorized by the Board.

4.9 **Employment and Other Contracts**. The Board of Directors may authorize any officer or officers or agent or agents to enter into any contract or execute and deliver any instrument in the name or on behalf of the Corporation, and such authority may be general or confined to specific instances. The Board of Directors may, when it believes the interest of the Corporation will best be served thereby, authorize executive employment contracts which will contain such terms and conditions as the Board of Directors deems appropriate.

ARTICLE V
SHARES OF STOCK

5.1 **Form of Certificates**. The Corporation may, but is not required to, deliver to each stockholder a certificate or certificates, in such form as may be determined by the Board of Directors, representing shares to which the stockholder is entitled. Such certificates shall be consecutively numbered and shall be registered on the books and records the Corporation or its transfer agent as they are issued. Each certificate shall state on the face thereof the holder's name, the number, class of shares, and the par value of such shares or a statement that such shares are without par value.

5.2 **Shares without Certificates**. The Board of Directors may authorize the issuance of uncertificated shares of some or all of the shares of any or all of its classes or series. The issuance of uncertificated shares has no effect on existing certificates for shares until surrendered to the Corporation, or on the respective rights and obligations of the stockholders. Unless otherwise provided by the Nevada Revised Statutes, the rights and obligations of stockholders are identical whether or not their shares of stock are represented by certificates. Within a reasonable time after the issuance or transfer of uncertificated shares, the Corporation shall send the stockholder a written statement containing the information required on the certificates pursuant to Section 5.1. At least annually thereafter, the Corporation shall provide to its stockholders of record, a written statement confirming the information contained in the informational statement previously sent pursuant to this Section.

5.3 **Lost, Stolen or Destroyed Certificates**. The Board of Directors may direct that a new certificate be issued, or that uncertificated shares be issued, in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. When authorizing such issue of a new certificate or uncertificated shares, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may require the owner of such lost or destroyed certificate, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond, in such form, in such sum, and with such surety or sureties as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed. When a certificate has been lost, apparently destroyed or wrongfully taken, and the holder of record fails to notify the Corporation within a reasonable time after he has notice of it, and the Corporation registers a transfer of the shares represented by the certificate before receiving such notification, the holder of record is precluded from making any claim against the Corporation for the transfer or a new certificate or uncertificated shares.

5.4 **Restrictions on Transfer**. The Corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the Corporation to restrict the sale, transfer, assignment, pledge, or other disposal of or encumbering of any of the shares of stock of the Corporation or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise (each, a "**Transfer**") of shares of stock of the Corporation of any one or more classes owned by such stockholders in any manner not prohibited by the Nevada Revised Statutes. Transfers of record of shares of stock of the Corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, and, in the case of stock represented by certificate, upon the surrender of a properly endorsed certificate or certificates for a like number of shares.

5.5 **Right of First Refusal**. No stockholder shall Transfer any of the shares of stock of the Corporation, except by a Transfer which meets the requirements set forth below:

(a) If a stockholder desires to sell or otherwise Transfer any of his shares of stock, then the stockholder shall first give written notice thereof to the Corporation. The notice shall name the proposed transferee and state the number of shares to be transferred, the proposed consideration, and all other terms and conditions of the proposed Transfer.

(b) For thirty (30) days following receipt of such notice, the Corporation shall have the option to purchase the shares specified in the notice at the price and upon the terms set forth in such notice; provided, however, that, with the consent of the stockholder, the Corporation shall have the option to purchase a lesser portion of the shares specified in said notice at the price and upon the terms set forth therein. In the event of a gift, property settlement or other Transfer in which the proposed transferee is not paying the full price for the shares, and that is not otherwise exempted from the provisions of this Section, the price shall be deemed to be the fair market value of the stock at such time as determined in good faith by the Board of Directors. In the event the Corporation elects to purchase all of the shares or, with consent of the stockholder, a lesser portion of the shares, it shall give written notice to the transferring stockholder of its election and settlement for said shares shall be made as provided below in paragraph (d) of this Section.

(c) The Corporation may assign its rights hereunder.

(d) In the event the Corporation and/or its assignee(s) elect to acquire any of the shares of the transferring stockholder as specified in said transferring stockholder's notice, the Secretary of the Corporation shall so notify the transferring stockholder and settlement thereof shall be made in cash within thirty (30) days after the Secretary of the Corporation receives said transferring stockholder's notice; provided that if the terms of payment set forth in said transferring stockholder's notice were other than cash against delivery, the Corporation and/or its assignee(s) shall pay for said shares on the same terms and conditions set forth in said transferring stockholder's notice.

(e) In the event the Corporation and/or its assignees(s) do not elect to acquire all of the shares specified in the transferring stockholder's notice, said transferring stockholder may, subject to the Corporation's approval and all other restrictions on Transfer located in Section 5.4 of these Bylaws, within the sixty (60) day period following the expiration or waiver of the option rights granted to the Corporation and/or its assignees(s) herein, Transfer the shares specified in said transferring stockholder's notice which were not acquired by the Corporation and/or its assignees(s) as specified in said transferring stockholder's notice. All shares sold by said transferring stockholder shall continue to be subject to the provisions of this bylaw in the same manner as before said Transfer.

(f) Anything to the contrary contained herein notwithstanding, the following transactions shall be exempt from the right of first refusal in paragraph (a) of this Section:

(i) A stockholder's Transfer of any or all shares held either during such stockholder's lifetime or on death by will or intestacy to such stockholder's immediate family or to any custodian or trustee for the account of such stockholder or such stockholder's immediate family or to any limited partnership of which the stockholder, members of such stockholder's immediate family or any trust for the account of such stockholder or such stockholder's immediate family will be the general or limited partner(s) of such partnership. "Immediate family" as used herein shall mean spouse, lineal descendant, father, mother, brother, or sister of the stockholder making such Transfer;

(ii) A stockholder's bona fide pledge or mortgage of any shares with a commercial lending institution, provided that any subsequent Transfer of said shares by said institution shall be conducted in the manner set forth in this bylaw;

(iii) A stockholder's Transfer of any or all of such stockholder's shares to the Corporation or to any other stockholder of the Corporation;

(iv) A stockholder's Transfer of any or all of such stockholder's shares to a person who, at the time of such Transfer, is an officer or director of the Corporation;

(v) A corporate stockholder's Transfer of any or all of its shares pursuant to and in accordance with the terms of any merger, consolidation, reclassification of shares or capital reorganization of the corporate stockholder, or pursuant to a sale of all or substantially all of the stock or assets of a corporate stockholder;

(vi) A corporate stockholder's Transfer of any or all of its shares to any or all of its stockholders; or

(vii) A Transfer by a stockholder which is a limited or general partnership to any or all of its partners or former partners in accordance with partnership interests.

In any such case, the transferee, assignee, or other recipient shall receive and hold such stock subject to the provisions of this Section and the transfer restrictions in Section 5.4, and there shall be no further Transfer of such stock except in accord with this Section and the transfer restrictions in Section 5.4.

(g) The provisions of this bylaw may be waived with respect to any Transfer either by the Corporation, upon duly authorized action of its Board of Directors, or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the Corporation (excluding the votes represented by those shares to be transferred by the transferring stockholder). This bylaw may be amended or repealed either by a duly authorized action of the Board of Directors or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the Corporation.

(h) Any Transfer, or purported Transfer, of securities of the Corporation shall be null and void unless the terms, conditions, and provisions of this bylaw are strictly observed and followed.

(i) The foregoing right of first refusal shall terminate upon the date securities of the Corporation are first offered to the public pursuant to a registration statement or offering statement filed with, and declared effective or qualified by, as applicable, the SEC under the Securities Act of 1933, as amended.

(j) The certificates representing shares of stock of the Corporation shall bear on their face the following legend so long as the foregoing right of first refusal remains in effect:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION AND/OR ITS ASSIGNEE(S), AS PROVIDED IN THE BYLAWS OF THE CORPORATION."

(k) To the extent this Section conflicts with any written agreements between the Corporation and the stockholder attempting to Transfer shares, such agreement shall control.

5.5 **Registered Stockholders**. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
INDEMNIFICATION

6.1 The Corporation shall indemnify its directors and executive officers (for the purposes of this Article, "executive officers" shall have the meaning defined in Rule 3b-7 promulgated under the 1934 Act) to the fullest extent not prohibited by the Nevada Revised Statutes or any other applicable law; provided, however, that the Corporation may modify the extent of such indemnification by individual contracts with its directors and executive officers; and, provided, further, that the Corporation shall not be required to indemnify any director or executive officer in connection with any proceeding (or part thereof) initiated by such person unless (a) such indemnification is expressly required to be made by law, (b) the proceeding was authorized by the Board of Directors of the Corporation, (c) such indemnification is provided by the Corporation, in its sole discretion, pursuant to the powers vested in the Corporation under the Nevada Revised Statutes or any other applicable law or (d) such indemnification is required to be made under Section 6.4.

6.2 **Other Officers, Employees and Other Agents**. The Corporation shall have power to indemnify its other officers, employees and other agents as set forth in the Nevada Revised Statutes or any other applicable law. The Board of Directors shall have the power to delegate the determination of whether indemnification shall be given to any such person except such executive officers to officers or other persons as the Board of Directors shall determine.

6.3 **Expenses**. The Corporation shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or executive officer of the Corporation, or is or was serving at the request of the Corporation as a director or executive officer of another corporation, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefor, all expenses incurred by any director or executive officer in connection with such proceeding, provided, however, that, if the Nevada Revised Statutes requires, an advancement of expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Section or otherwise. Notwithstanding the foregoing, unless otherwise determined pursuant to Section 6.5, no advance shall be made by the Corporation to an executive officer of the Corporation (except by reason of the fact that such executive officer is or was a director of the Corporation, in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (a) by a majority vote of a quorum consisting of directors who were not parties to the proceeding, even if not a quorum, or (b) by a committee of such directors designated by a majority of such directors, even though less than a quorum, or (c) if there are no such directors, or such directors so direct, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Corporation.

6.4 **Enforcement**. Without the necessity of entering into an express contract, all rights to indemnification and advances to directors and executive officers under this Article VI shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the Corporation and the director or executive officer. Any right to indemnification or advances granted by this Article VI to a director or executive officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (a) the claim for indemnification or advances is denied, in whole or in part, or (b) no disposition of such claim is made within ninety (90) days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting the claim. In connection with any claim for indemnification, the Corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the Nevada Revised Statutes or any other applicable law for the Corporation to indemnify the claimant for the amount claimed. In connection with any claim by an executive officer of the Corporation (except in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such executive officer is or was a director of the Corporation) for advances, the Corporation shall be entitled to raise as a defense as to any such action clear and convincing evidence that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Corporation, or with respect to any criminal action or proceeding that such person acted without reasonable cause to believe that his conduct was lawful. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the Nevada Revised Statutes or any other applicable law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

6.5 **Non-Exclusivity of Rights**. The rights conferred on any person by this Article VI shall not be exclusive of any other right which such person may have or hereafter acquire under any applicable statute, provision of the Articles of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office. The Corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the Nevada Revised Statutes or any other applicable law.

6.6 **Survival of Rights**. The rights conferred on any person by this Article VI shall continue as to a person who has ceased to be a director or executive officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

6.7 **Insurance**. To the fullest extent permitted by the Nevada Revised Statutes, or any other applicable law, the Corporation, upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this Article VI.

6.8 **Amendments**. Any repeal or modification of this Article VI shall only be prospective and shall not affect the rights under this Bylaw in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the Corporation.

6.9 **Saving Clause**. If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director and executive officer to the full extent not prohibited by any applicable portion of this Article that shall not have been invalidated, or by any other applicable law. If this Article VI shall be invalid due to the application of the indemnification provisions of another jurisdiction, then the Corporation shall indemnify each director and executive officer to the full extent under applicable law.

6.10 **Certain Definitions**. For the purposes of this Article VI, the following definitions shall apply:

(a) The term "proceeding" shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(b) The term "expenses" shall be broadly construed and shall include, without limitation, court costs, attorneys' fees, witness fees, fines, amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any proceeding.

(c) The term the "Corporation" shall include, in addition to the resulting Corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving Corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(d) References to a "director," "executive officer," "officer," "employee," or "agent" of the Corporation shall include, without limitation, situations where such person is serving at the request of the Corporation as, respectively, a director, executive officer, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise.

(e) References to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article.

ARTICLE VII
NOTICES

7.1 **Form of Notice**. Whenever required by law, the Articles of Incorporation or these Bylaws, notice is to be given to any director or stockholder, and no provision is made as to how such notice shall be given, such notice may be given in writing, by mail, postage prepaid, addressed to such director or stockholder at such address as appears on the books and records of the Corporation or its transfer agent. A notice or other communication may also be delivered by electronic transmission if the electronic transmission contains or is accompanied by information from which the recipient can determine the date of the transmission. Unless otherwise agreed between sender and recipient, an electronic transmission is received when it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic transmissions or information of the type sent and it is in a form ordinarily capable of being processed by that system. Except as otherwise provided by these Bylaws or specific statute, any notice or other communication, if in a comprehensible form or manner, is effective at the earliest of the following: (a) if in a physical form, when it is left at the address of a director or stockholder as it appears upon the records of the Corporation, the residence or usual place of business of a director or stockholder or the stockholder's principal place of business; (b) if mailed by United States mail postage prepaid and correctly addressed to a director or stockholder, upon deposit in the United States mail; or (c) if oral, when communicated.

7.2 **Waiver**. Whenever any notice is required to be given to any stockholder or director of the Corporation as required by law, the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be equivalent to the giving of such notice. Attendance of a stockholder or director at a meeting shall constitute a waiver of notice of such meeting, except where such stockholder or director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

7.3 **Affidavit of Mailing**. An affidavit of mailing, executed by a duly authorized and competent employee of the Corporation or its transfer agent appointed with respect to the class of stock affected or other agent, specifying the name and address or the names and addresses of the stockholder or stockholders, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall in the absence of fraud, be prima facie evidence of the facts therein contained.

7.4 **Methods of Notice**. It shall not be necessary that the same method of giving notice be employed in respect of all recipients of notice, but one permissible method may be employed in respect of any one or more, and any other permissible method or methods may be employed in respect of any other or others.

ARTICLE VIII
GENERAL PROVISIONS

8.1 **Execution of Corporate Instruments**. The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the Corporation any corporate instrument or document, or to sign on behalf of the Corporation the corporate name without limitation, or to enter into contracts on behalf of the Corporation, except where otherwise provided by law or these Bylaws, and such execution or signature shall be binding upon the Corporation. All checks and drafts drawn on banks or other depositaries on funds to the credit of the Corporation or in special accounts of the

Corporation shall be signed by such person or persons as the Board of Directors shall authorize so to do. Unless authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.2 **Execution of Other Securities**. All bonds, debentures and other corporate securities of the Corporation, other than stock certificates (covered in Section 5.1 of these Bylaws), may be signed by the Chairman of the Board of Directors, the Chief Executive Officer, the President or any Vice President, or such other person as may be authorized by the Board of Directors, and the corporate seal impressed thereon or a facsimile of such seal imprinted thereon and attested by the signature of the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer; provided, however, that where any such bond, debenture or other corporate security shall be authenticated by the manual signature, or where permissible facsimile signature, of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signatures of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by the Treasurer or an Assistant Treasurer of the Corporation or such other person as may be authorized by the Board of Directors, or bear imprinted thereon the facsimile signature of such person. In case any officer who shall have signed or attested any bond, debenture or other corporate security, or whose facsimile signature shall appear thereon or on any such interest coupon, shall have ceased to be such officer before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other corporate security nevertheless may be adopted by the Corporation and issued and delivered as though the person who signed the same or whose facsimile signature shall have been used thereon had not ceased to be such officer of the Corporation.

8.3 **Voting of Securities Owned by the Corporation**. All stock and other securities of other corporations owned or held by the Corporation for itself, or for other parties in any capacity, shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors, or, in the absence of such authorization, by the Chairman of the Board of Directors, the Chief Executive Officer, the President, or any Vice President.

8.4 **Dividends**. Dividends upon the outstanding shares of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the Corporation, subject to the provisions of the Nevada Revised Statutes and the Articles of Incorporation. The Board of Directors may fix in advance a record date for the purpose of determining stockholders entitled to receive payment of any dividend, such record date to be not more than sixty (60) days prior to the payment date of such dividend, or the Board of Directors may close the stock transfer books for such purpose for a period of not more than sixty (60) days prior to the payment date of such dividend. In the absence of any action by the Board of Directors, the date upon which the Board of Directors adopts the resolution declaring such dividend shall be the record date.

8.5 **Reserves**. There may be created by resolution of the Board of Directors out of the surplus of the Corporation such reserve or reserves as the directors from time to time, in their discretion, think proper to provide for contingencies, or to equalize dividends, or to repair or maintain any property of the Corporation, or for such other purpose as the directors shall think beneficial to the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created. Surplus of the Corporation to the extent so reserved shall not be available for the payment of dividends or other distributions by the Corporation.

8.6 **Books and Records**. The Corporation shall keep correct and complete books and records of account and minutes of the proceedings of its stockholders and Board of Directors, and shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its stockholders, giving the names and addresses of all stockholders and the number and class of the shares held by each.

8.7 **Corporate Seal**. The Board of Directors may adopt a corporate seal. The corporate seal shall consist of a die bearing the name of the Corporation and the inscription, "Corporate Seal-Nevada." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

8.8 **Fiscal Year**. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

8.9 **Interpretation and Construction**. Reference in these Bylaws to any provision of the Nevada Revised Statutes shall be deemed to include all amendments thereof. Unless the context requires otherwise, the general provisions, rules of construction and definitions in the Nevada Revised Statutes shall govern the construction of these Bylaws. Without limiting the generality of the provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person. All restrictions, limitations, requirements and other provisions of these Bylaws shall be construed, insofar as possible, as supplemental and additional to all provisions of law applicable to the subject matter thereof and shall be fully complied with in addition to the said provisions of law unless such compliance shall be illegal. Any article, section, subsection, subdivision, sentence, clause or phrase of these Bylaws which, upon being construed in the manner provided in this Section 8.9, shall be contrary to or inconsistent with any applicable provision of law, shall not apply so long as said provisions of law shall remain in effect, but such result shall not affect the validity or applicability of any other portions of these Bylaws, it being hereby declared that these Bylaws, and each article, section, subsection, subdivision, sentence, clause, or phrase thereof, would have been adopted irrespective of the fact that any one or more articles, sections, subsections, subdivisions, sentences, clauses or phrases is or are illegal.

ARTICLE IX
ADOPTION, AMENDMENT OR REPEAL OF BYLAWS

9.1 **By the Board of Directors**. The Board of Directors is expressly empowered to amend, modify or repeal these Bylaws, or adopt any new provision.

9.2 **By the Stockholders**. The stockholders of the Corporation shall also have the power to amend, modify or repeal these Bylaws, or adopt any new provision, at a duly called meeting of the stockholders; provided, that notice of the proposed amendment, modification or repeal was given in the notice of the meeting.

* * *

CERTIFICATE OF ADOPTION OF BYLAWS

OF

PARLER TECHNOLOGIES, INC.

The undersigned hereby certifies that he is the duly elected, qualified and acting Secretary of Parler Technologies, Inc., a Nevada corporation (the "**Corporation**"), and that the foregoing Bylaws were adopted as the Corporation's bylaws as of the date hereof by the Corporation's Board of Directors.

The undersigned has executed this Certificate as of September 25, 2025.

Kyle McCarthy

Kyle McCarthy
Secretary

Exhibit F

Series A Preferred Stock Certificate of Designation

CERTIFICATE OF DESIGNATION OF SERIES A CONVERTIBLE PREFERRED STOCK OF PARLER TECHNOLOGIES, INC.

Pursuant to Section 78.1955 of the Nevada Revised Statutes of Nevada, Parler Technologies, Inc., a corporation organized and existing under the Revised Statutes of the State of Nevada (the "**Corporation**"), in accordance with the provisions of Section 78 thereof, does hereby submit the following:

WHEREAS, the Articles of Incorporation of the Corporation, dated September 23, 2025 (as such may be further amended, modified or restated from time to time, the "**Articles of Incorporation**") authorize (a) the issuance of up to 250,000,000 shares of Class A Common Stock, par value $0.0001 per share (the "**Class A Common Stock**), and 50,000,000 shares of Class B Common Stock, par value $0.0001 per share (the "**Class B Common Stock**" and together with the Class A Common Stock, the "**Common Stock**"), and (b) the issuance of up to 50,000,000 shares of preferred stock, par value $0.0001 per share, of the Corporation ("**Preferred Stock**") in one or more series, and expressly authorize the Board of Directors of the Corporation (the "**Board"**), subject to limitations prescribed by law, to provide, out of the unissued shares of Preferred Stock, for one or more series of Preferred Stock, and, with respect to each such series, to establish and fix the number of shares to be included in any series of Preferred Stock and the designation, rights, preferences, powers, restrictions, and limitations of the shares of such series; and

WHEREAS, it is the desire of the Board to establish and fix the number of shares to be included in a new series of Preferred Stock and the designation, rights, preferences, and limitations of the shares of such new series.

NOW, THEREFORE, BE IT RESOLVED, that the Board deems it advisable to, and hereby does, designate a new series of preferred stock to be called Series A Convertible Preferred Stock and fixes and determines the preferences, rights, qualifications, limitations and restrictions relating to the Series A Convertible Preferred Stock as follows:

Section 1. Designation. The series of preferred stock of the Corporation is designated as "Series A Convertible Preferred Stock," par value $0.0001 per share (the "**Series A Stock**").

Section 2. Number of Shares. The authorized number of shares of Series A Stock is 30,000 shares.

Section 3. Defined Terms and Rules of Construction.

(a) Definitions. As used herein with respect to the Series A Stock:

"<u>Additional Shares of Common Stock</u>" shall mean shares of Common Stock issued by the Corporation after the Original Issue Date, other than shares of Common Stock, Options and Convertible Securities issued for a consideration other than cash, including (x) the following shares of Common Stock listed in clauses (1) through (9) below, and (y) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (x) and (y), collectively, "**Exempted Securities**"):

(1) shares of Common Stock, Options or Convertible Securities issued as a dividend, upon conversion or as a distribution in respect of the Series A Stock;

(2) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up, subdivision or other distribution of common shares of the Corporation, or in connection with an IPO or a Reverse Merger Transaction;

(3) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Corporation;

(4) shares of Common Stock or Convertible Securities issued upon the exercise of options or shares of Common Stock issued upon conversion or exchange of Convertible Securities;

(5) shares of Common Stock, Options or Convertible Securities issued in connection with a debt financing transaction or to equipment lessors or other financial institutions, or to real property lessors;

(6) shares of Common Stock, Options or Convertible Securities issued to suppliers or third-party service providers in connection with the provision of goods or services;

(7) shares of Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of shares or assets, or other reorganization or to a joint venture;

(8) shares of Common Stock, Options or Convertible Securities issued in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board;

(9) shares of Common Stock issued in connection with an IPO or upon the conversion of shares of Series A Preferred Stock or Class B Common Stock, par value $0.0001 per share;

(10) shares of Common Stock, Options or Convertible Securities issued in other transactions that in the aggregate do not exceed five percent (5%) of the outstanding capital stock of the Corporation; or

(11) shares of Common Stock, Options or Convertible Securities issued in any transaction in which the holders of a majority of the outstanding Series A Stock waive their anti-dilution rights, including through the use of any proxy granted by any holder of Series A Stock.

"Articles of Incorporation" shall have the meaning set forth in the recitals hereto.

"Board" shall have the meaning set forth in the preamble hereto.

"Business Day" shall mean any day other than a day on which commercial banks in the State of New York are required to be closed for business.

"Bylaws" shall mean the Bylaws of the Corporation in effect on the date hereof, as they may be amended from time to time.

"Certificate of Designation" shall mean this Certificate of Designation relating to the Series A Stock, as it may be amended from time to time.

"Close of Business" shall mean 5:00 p.m., Eastern Time, on any Business Day.

"Common Stock" shall have the meaning set forth in the recitals hereto.

"Conversion Price" shall initially equal $20.00, subject to adjustment as set forth in this Certificate of Designation (the "Adjusted Conversion Price"); provided that, the Conversion Price shall equal (i) with respect to a conversion upon an IPO, the lowest of (A) the applicable Adjusted Conversion Price as of the time of the conversion (B) 75% the price per share of Common Stock sold to the public in the IPO (calculated to the nearest one hundredth of a cent) and (C) the Valuation Cap Share Price, (ii) with respect to a conversion pursuant to a Qualified Financing, the lowest of (A) the applicable Adjusted Conversion Price as of the time of the conversion, (B) 75% of the price per share paid in cash by investors for one share of the securities offered in the Qualified Financing (calculated to the nearest one-hundredth of a cent), and (C) the Valuation Cap Share Price, (iii) with respect to a conversion pursuant to a Qualified Sale, the lowest of (A) the applicable Adjusted Conversion Price as of the time of the conversion (B) 75% of the Per Share Qualified Sale Consideration and (C) the Valuation Cap Share Price; and (iv) with respect to an option conversion by the Holder or a conversion upon the written election of the holders of a majority of the outstanding Shares, the applicable Adjusted Conversion Price in effect as of the time of the conversion.

"Convertible Securities" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock.

"Corporation" shall have the meaning set forth in the preamble hereto.

"Extraordinary Transaction" shall have the meaning ascribed to it in Section 6(i).

"IPO" shall mean (i) the initial public offering of capital stock of the Corporation or any successor thereof, including without limitation, a public offering of securities pursuant to Regulation A promulgated under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, the filing with the Securities and Exchange Commission of a registration statement on a Form 8-A, (ii) a public offering of securities pursuant to the filing of a Form S-1, or (iii) a direct listing of the Company's securities on a national securities exchange.

"Junior Stock" shall mean the Common Stock and any other class or series of capital stock all ranking junior to the Series A Stock (a) as to the payment of dividends, if any, and (b) as to the distribution of assets on any liquidation, dissolution or winding up of the Corporation, or both.

"Liquidation Preference" shall initially mean $5,000.00 per share of Series A Stock.

"Liquidity Event" shall have the meaning ascribed to it in Section 5(a).

"Offering" means the offering of Series A Stock commenced by the Corporation on or about the date of the filing of this Certificate of Designation pursuant to which the Corporation endeavors to raise up to $50,000,000 in total proceeds (plus $50,000,000 for the overallotment option described in the Private Placement Memorandum).

"Option" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire shares of capital stock or Convertible Securities.

"Original Issue Date" shall mean the date on which the Corporation determines that the Offering has been closed and concluded and, if there is more than one closing of the Offering, the first closing of the Offering.

"Per Share Price" shall mean $5,000, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the applicable series of Preferred Stock.

"Per Share Qualified Sale Consideration" shall mean the aggregate consideration payable per Share upon a Qualified Sale (including cash, the fair market value of any non-cash consideration as determined in faith by the Board of Directors, and any amounts set aside in escrow or subject to earn-out, as reasonable determined in good faith by the Board of Directors).

"Person" or "person" shall mean an individual, corporation, limited liability company, association, partnership, group (as such term is used in Section 13(d)(3) of the Exchange Act of 1934, as amended), trust, joint venture, business trust or unincorporated organization, or a government or any agency or political subdivision thereof.

"Preferred Stock" shall mean preferred stock of the Corporation, $0.0001 par value per share.

"Purchase Agreement" shall mean that certain Stock Purchase Agreement for the purchase of Series A Stock, by and among the Corporation and certain purchasers, as amended, restated or otherwise modified from time to time.

"Qualified Financing" means a round of equity financing consummated by the Corporation after the Offering in which the Corporation receives aggregate gross proceeds equal to $25,000,000 or more.

"Qualified Sale" means any Liquidity Event in which the Corporation elects to require the mandatory conversion of the Series A Stock; provided that such conversion will not be used to lower the amount of consideration such holder would have been entitled to receive in such Liquidity Event if a conversion of the Series A Stock was not mandated by the Corporation in connection with such Liquidity Event.

"Reverse Merger Transaction" means a transaction or series of related transactions by merger, consolidation, share exchange or otherwise of the Corporation with a public company ("Shell") or special purpose acquisition company ("SPAC") or its direct or indirect subsidiary, parent company or successor entity, pursuant to which the shares of capital stock or share capital of such Shell or SPAC or its direct or indirect subsidiary, parent company or successor entity are listed for trading on the Nasdaq Capital Market, Global Market or Global Select Market, the New York Stock Exchange, the NYSE American or another national securities exchange or marketplace approved by the Board.

"Sale of the Corporation" shall mean a Sale of the Company (as defined in the Purchase Agreement) and shall include, without limitation (i) the sale of the Corporation and its subsidiaries (whether structured as a sale of assets, merger, consolidation, lease, exclusive license, transfer or other disposition), including in one or more series of related transactions, to an independent third party or group of independent third parties pursuant to which such party or parties acquire (A) capital stock of the Corporation constituting a majority of the Corporation's voting securities or (B) all or substantially all of the assets of the Corporation and its subsidiaries determined on a consolidated basis, a Qualified Sale or (iii) a Reverse Merger Transaction.

"Series A Certificate of Designation" shall mean this Certificate of Designation, as amended, restated or otherwise modified from time to time.

"Series A Stock" shall have the meaning set forth in Section 1.

"Valuation Cap Share Price" shall mean the per share price equal to $200,000,000 divided by the number of shares of Common Stock outstanding immediately prior to the (i) closing of the IPO, (ii) Qualified Financing (iii) Qualified Sale, as the case may be, on a fully-diluted basis (including any shares of Common Stock that are issuable upon conversion and/or exercise of any other securities).

(b) Rules of Construction. Unless the context otherwise requires: (i) a term has the meaning assigned to it herein; (ii) an accounting term not otherwise defined herein has the meaning accorded to it in accordance with generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis; (iii) words in the singular include the plural, and in the plural include the singular; (iv) "or" is not exclusive; (v) "will" shall be interpreted to express a command; (vi) "including" means including without limitation; (vii) provisions apply to successive events and transactions; (viii) references to any Section or clause refer to the corresponding Section or clause, respectively, of this Certificate of Designation; (ix) any reference to a day or number of days, unless expressly referred to as a Business Day, shall mean the respective calendar day or number of calendar days; and (x) headings are for convenience of reference only. All references to the number of shares and to any other numerical share-related figures in this Certificate of Designation shall be appropriately adjusted to reflect any stock splits, stock dividends, combinations, recapitalizations, or similar events affecting the shares.

Section 4. Dividends

(a) Dividend Rate on Series A Stock. Dividends shall accrue on the Series A Stock at an annual dividend rate per share of seven percent (7.0%) of the Per Share Price. Except as set forth below in Section 5(a), Section 6(b)(1) and Section 6(c)(1), the dividend of the Series A Stock shall accrue daily, beginning from the date of the issuance of the shares of Series A Stock, and will accrue until the conversion of the Series A Stock. Dividends will be payable (entirely or partially), in cash when, as, and if declared by the Board. For the avoidance of doubt, in the event that a Liquidity Event, conversion or sale occurs prior to the end of a year, the portion of dividends shall be paid with respect to such partial year. If the Corporation elects to satisfy a payment of any dividend pursuant to this section, or any portion thereof, in shares of Common Stock of the Corporation, such shares shall be valued as determined in good faith by the Board as of the date such dividend is declared.

(b) Participation with Dividends on Common Stock. Dividends on the Series A Stock will have preference over dividends payable in respect of the Junior Stock. No cash or other dividend or distribution may be declared or paid on the Junior Stock (other than a dividend or distribution solely in shares of Common Stock or other Junior Stock and cash in lieu of fractional shares) unless a dividend or other distribution is also declared and paid on each share of the Series A Stock in an amount equal to the sum of (i) the amount of accrued but unpaid dividends on a share of Series A Stock, and (ii) the assets (whether cash or property) that a holder of a share of Series A Stock would have received had such share been converted into the number of shares of Common Stock to which the holder would then be entitled immediately prior to the record date, distribution date or other applicable payment date with respect to such dividend or distribution. Payment of a dividend to the holders of Series A Stock under this Section 4(b) shall reduce (dollar for dollar but not below zero) any accrued but unpaid dividends thereon determined under Section 4(a).

Section 5. **Liquidation Rights**

(a) Voluntary or Involuntary Liquidity Event. Upon any Sale of the Corporation, liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a "Liquidity Event"), the holders of the shares of Series A Stock shall be entitled, before any distribution or payment is made upon any Junior Stock, to be paid an amount equal to the greater of (i) the Liquidation Preference plus any accrued but unpaid dividends determined pursuant to Section 4 and (ii) the per share amount of all cash, securities and other property (such securities or other property having a value equal to its fair market value as determined pursuant to Section 5(d)) to be distributed in respect of the Common Stock such holders would have been entitled to receive had they converted such Series A Stock immediately prior to the date fixed for the Liquidity Event. If, upon the Liquidity Event, the assets of the Corporation to be distributed among the holders of Series A Stock shall be insufficient to permit payment in full to such holders the full preferential amount to which they are entitled, then the entire assets of the Corporation shall be distributed in proportion to the preferential amount each such holder is otherwise entitled to receive under this Section 5(a). Notwithstanding the foregoing, if the consideration payable to stockholders in respect of the applicable Liquidity Event (which, for the avoidance of doubt, shall include any stock-for-stock transaction) consists of non-cash consideration, the holders of the Series A Stock (or, if converted, the holders of the Common Stock issued upon such conversion) shall be entitled to receive stock consideration in lieu of cash consideration.

(b) Remaining Assets. Upon a Liquidity Event, after the holders of the Series A Stock shall have been paid in full their full preferential amount in accordance with Section 5(a), the remaining assets of the Corporation legally available for distribution shall be distributed among the holders of the Junior Stock then outstanding, pursuant to the terms of the Articles of Incorporation and this Certificate of Designation.

(c) Fractional Shares. The Liquidation Preference with respect to each outstanding fractional share of Series A Stock shall be equal to a ratably proportionate amount of the Liquidation Preference with respect to each outstanding share of Series A Stock.

(d) Valuation of Consideration. In the event of a Liquidity Event, if the consideration received by the Corporation is other than cash, its value will be deemed its fair market value as set forth in the definitive agreements governing such Liquidity Event; or, if the market value is not specified in such definitive agreements, as determined in good faith by the Board. For the avoidance of doubt, in the event of a Liquidity Event, if the consideration received by the Corporation includes both cash and equity, the holders of the Series A Stock shall not be entitled to receive cash proceeds in lieu of equity proceeds.

Section 6. **Conversion.** The rights of the holders of shares of the Series A Stock and of the Corporation to convert such shares into shares of Common Stock, and the terms and conditions of such conversion, shall be as follows:

(a) Right to Convert.

(1) Each share of Series A Stock shall be convertible (A) at the option of the holder thereof (a) at any time after the Original Issue Date or (b) upon the closing of a Qualified Financing, or (B) automatically upon (x) an IPO, (y) the election by written consent of the holders of at least a majority of the outstanding shares of Series A Stock, or (z) the closing of a Qualified Sale, in each case, into that number of fully paid and nonassessable shares of Class A Common Stock determined in accordance with the provisions of Section 1(b) or Section 1(c), as applicable. In connection with the conversion of shares of the Series A Stock into shares of Class A Common Stock, the holder thereof shall surrender the certificate or certificates therefor, duly endorsed, at the

office of the Corporation, and, in the case of a conversion at the election of the holder, deliver a written notice to the Corporation stating that it elects to convert the same and setting forth the name or names in which it wishes the Class A Common Stock to be issued and recorded in the books of the Corporation by the transfer agent of the Corporation, and the number of shares of Series A Stock being converted (a "Conversion Notice").

(2) The Corporation shall, as soon as practicable after receipt of a Conversion Notice and the surrender of the certificate or certificates evidencing shares of Series A Stock for conversion at the office of the Corporation, issue the shares of Class A Common Stock issuable upon such conversion to each holder of such shares, and direct the transfer agent of the Corporation to issue and record such issuance in the books of the Corporation. Such conversion shall be deemed to have been made immediately prior to the Close of Business on the date of such surrender of the shares of Series A Stock to be converted, and the person or persons entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock at such date and shall, with respect to such shares, have only those rights of a holder of Class A Common Stock.

(b) Optional Conversion of Series A Stock by Holder.

(1) Each share of Series A Stock (including, for the avoidance of doubt, fractional shares of Series A Stock) shall be convertible (i) at any time after the Original Issue Date or (ii) upon the closing of a Qualified Financing, at the option of the holder of record thereof, into the number of fully paid and nonassessable shares of Common Stock equal to the quotient of (w) the Liquidation Preference of such share of Series A Stock being converted plus any accrued but unpaid dividends determined pursuant to Section 4 divided by (x) the Conversion Price at the time of the conversion.

(2) If a conversion of Series A Stock is to be made in connection with an Extraordinary Transaction, Liquidity Event or similar transaction affecting the Corporation (other than a tender or exchange offer), the conversion of any shares of Series A Stock may be conditioned upon the consummation of such transaction, in which case such conversion shall not be deemed effective until such transaction has been consummated.

(3) In connection with the conversion of shares of the Series A Stock into shares of Common Stock, the holder thereof shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation, and, in the case of a conversion at the election of the holder, deliver a written notice to the Corporation stating that it elects to convert the same and setting forth the name or names in which it wishes the Common Stock to be issued and recorded in the books of the Corporation by the transfer agent of the Corporation, and the number of shares of Preferred Stock being converted (a "**Conversion Notice**").

(4) The Corporation shall, as soon as practicable after receipt of a Conversion Notice and the surrender of the certificate or certificates evidencing shares of Series A Stock for conversion at the office of the Corporation, issue the shares of Common Stock issuable upon such conversion to each holder of such shares, and direct the transfer agent of the Corporation to issue and record such issuance in the books of the Corporation. Such conversion shall be deemed to have been made immediately prior to the Close of Business on the date of such surrender of the shares of Series A Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock at such date and shall, with respect to such shares, have only those rights of a holder of Common Stock.

(c) Mandatory Conversion of Series A Stock.

(1) Automatically upon the earlier of (A) an IPO, (B) the election by written consent of the holders of at least a majority of the outstanding shares of Series A Stock, or (C) the closing of a Qualified Sale, all of the then outstanding shares of Series A Stock shall convert into the number of fully paid and nonassessable shares of Common Stock equal to the quotient of (x) the Liquidation Preference of such share of Series A Stock being converted plus any accrued but unpaid dividends determined pursuant to Section 4 divided by the Conversion Price then in effect.

(2) If a conversion of Series A Stock is to be made in connection with a transaction specified in this clause (c), the conversion of any shares of Series A Stock may be conditioned upon the consummation of such transaction, in which case such conversion shall not be deemed to be effective until such transaction has been consummated. Any shares of Series A Stock not so converted shall be returned to the holder as Series A Stock.

(d) Conversion Price. The Conversion Price shall be subject to adjustment from time to time as provided in this **Error! Reference source not found.**.

(e) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Original Issue Date issue Additional Shares of Common Stock, without consideration or for a consideration per share less than the Conversion Price in effect immediately prior to such issue, then the Conversion Price (other than the conversion prices referenced in the proviso of the Conversion Price definition) shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

CP2 = CP1* (A + B) ÷ (A + C).

For purposes of the foregoing formula, the following definitions shall apply:

"CP2" shall mean the Conversion Price in effect immediately after such issue of Additional Shares of Common Stock;

"CP1" shall mean the Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;

"A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of options outstanding immediately prior to such issue or upon conversion or exchange of convertible securities (including the Preferred Stock) outstanding (assuming exercise of any outstanding options therefor) immediately prior to such issue);

"B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP1); and

"C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

(f) Determination of Consideration. For purposes of this Section 6, the consideration received by the Corporation for the issuance or deemed issuance of any Additional Shares of Common Stock shall be computed as follows:

(1) Cash and Property. Such consideration shall:

a. insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

b. insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors; and

c. in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (a) and (b) above, as determined in good faith by the Board of Directors.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to this Section 6, relating to Options and Convertible Securities, shall be determined by dividing:

a. The total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

b. the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

(g) Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the applicable Conversion Price of a series of Preferred Stock pursuant to the terms of this Section 6, and such issuance dates occur within a period of no more than 180 days from the first such issuance to the final such issuance, then, upon the final such issuance, the Conversion Price for such series of Preferred Stock shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

(h) Adjustment for Stock Splits and Combinations. If outstanding shares of the Common Stock shall be subdivided into a greater number of shares, or a dividend in Common Stock shall be paid in respect of the Common Stock, the Conversion Price (other than the conversion prices referenced in the proviso of the Conversion Price definition) in effect immediately prior to such subdivision or at the record date of such dividend shall, simultaneously with the effectiveness of such subdivision or immediately after the record date of such dividend, be proportionately reduced, and conversely, if outstanding shares of the Common Stock shall be combined into a smaller number of shares, the Conversion Price (other than the conversion prices referenced in the proviso of the Conversion Price definition) in effect immediately prior to such combination shall, simultaneously with the effectiveness of such combination, be proportionately increased. Any adjustment to the Conversion Price under this Section 1(h) shall become effective at the Close of Business on the date the subdivision or combination referred to herein becomes effective.

(i) Reorganizations, Mergers, Consolidations or Reclassifications. In the event of any capital reorganization, any reclassification of the capital stock (other than a change in par value), share exchange, restructuring or the consolidation or merger of the Corporation with or into another Person in which the Series A Stock remains outstanding (but, for the avoidance of doubt, not including a Reverse Merger Transaction or any reorganization or reclassification in connection therewith) (collectively referred to hereinafter as "Extraordinary Transactions"), the holders of the Series A Stock shall thereafter be entitled to receive, and provision shall be made therefor in any agreement relating to an Extraordinary Transaction, upon conversion of the Series A Stock, the kind and number of shares of Class A Common Stock or other securities or property (including cash) of the Corporation, or some other corporation resulting from such consolidation or surviving such merger to which a holder of the number of shares of the Class A Common Stock which the Series A Stock entitled the holder thereof to convert to immediately prior to such Extraordinary Transaction would have been entitled to receive with respect to such Extraordinary Transaction; in any such case appropriate adjustment shall be made in the application of the provisions herein set forth with respect to the rights and interests thereafter of the holders of the Series A Stock, to the end that the provisions set forth herein (including the specified changes and other adjustments to the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares, other securities or property thereafter receivable upon conversion of the Series A Stock. The provisions of this **Error! Reference source not found.** shall similarly apply to successive Extraordinary Transactions.

(j) Certificate of Adjustment. In each case of an adjustment or readjustment of the Conversion Price (other than the conversion prices referenced in the proviso of the Conversion Price definition) or the number of shares of Class A Common Stock or other securities issuable upon conversion of Series A Stock, the Corporation, at its expense, shall compute such adjustment or readjustment in accordance with this Certificate of Designation and prepare a certificate showing such adjustment or readjustment, and shall, upon receiving a written request from a registered holder of the Series A Stock, send such certificate by electronic communication to each registered holder of the Series A Stock at the holder's e-mail address as shown on the Corporation's books. The certificate shall set forth such adjustment or readjustment, showing in reasonable detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the Conversion Price at the time in effect for the Series A Stock, and (ii) the number of additional shares of Class A Common Stock and the type and amount, if any, of other property which at the time would be received upon conversion of the Series A Stock. Notwithstanding anything to the contrary set forth above in this Section 1(j), no certificate setting forth the adjustment or readjustment of the Conversion Price shall be prepared and sent if the amount of any such adjustment would be an amount less than one percent (1%) of the Conversion Price then in effect, but any such amount shall be carried forward and a certificate shall be prepared and sent (upon request) with respect to such adjustment at the time of and together with any subsequent adjustment that, together with such amount and any other amount or amounts so carried forward, shall aggregate an increase or decrease of one percent (1%) or more.

(k) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of Series A Stock, such number of shares of Class A Common Stock or other securities of the Corporation, if applicable, as shall from time to time be sufficient to effect a conversion of all outstanding shares of Series A Stock, and if at any time the number of authorized but unissued shares of Class A Common Stock or other securities of the Corporation, if applicable, shall not be sufficient to effect the conversion of all the then outstanding shares of Series A Stock, the Corporation shall promptly seek such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class A Common Stock or such other securities to such number of shares as shall be sufficient for such purpose.

(l) Payment of Transfer Taxes. The Corporation shall pay all stock transfer, documentary, and stamp taxes and (which, for the absence of doubt, shall not include any income or other taxes imposed upon the profits realized by the recipient) that may be imposed in respect of the issue or delivery of shares of Class A Common Stock or other securities or property upon conversion of shares of Series A Stock; provided that the Corporation shall not pay any taxes or other governmental charges imposed in connection with any transfer involved in the issue and delivery of shares of Class A Common Stock or other securities in a name other than that in which the shares of Series A Stock so converted were registered.

Section 7. No Voting Rights. The Series A Stock shall have no voting rights, except as required by applicable law.

Section 8. Drag-Along Rights. In the event that holders of a majority of the voting securities of the Corporation (including, without limitation, holders of the Class B Common Stock) approve (i) a Sale of the Corporation (as defined herein), or (ii) an event constituting a Qualified Sale, each holder of Series A Convertible Preferred Stock agrees (a) to vote all shares of capital stock now or hereafter owned by such holder in favor of, and (b) to consent to and raise no objections against, such transaction, and (c) to take all necessary or desirable actions in connection with the consummation of such transaction, including executing any purchase agreements, merger agreements, or other agreements and instruments deemed reasonably necessary by the Corporation or the holders of a majority of the voting securities. Upon the closing of any such transaction, each holder shall receive the consideration payable in accordance with Section 5 Liquidation Rights or Section 6 Conversion, as applicable. Each holder waives any appraisal rights or dissenters' rights otherwise available with respect to such transaction to the maximum extent permitted by applicable law. If any holder of Series A Convertible Preferred Stock fails to execute or deliver any such agreement or instrument, each holder hereby irrevocably appoints the Chief Executive Officer or Chief Financial Officer of the Corporation, with full power of substitution, as the true and lawful attorney-in-fact of such holder, to execute and deliver such documents and instruments in the name and on behalf of such holder solely for purposes of effectuating the transaction described in this Section 8.

Section 9. Waiver of Rights. Except as otherwise set forth herein, any of the rights, powers, preferences and other terms of the Series A Stock set forth herein may be waived (either prospectively or retrospectively) on behalf of all holders of Series A Stock and with respect to all shares of Series A Stock by the approval (by vote or written consent, as provided by law) of the holders of at least a majority of the then outstanding shares of Series A Stock, voting together as a single class on an as-converted basis.

Section 10. Record Holders. To the fullest extent permitted by applicable law, the Corporation may deem and treat the record holder of any share of Series A Stock as the true and lawful owner thereof for all purposes, and the Corporation shall not be affected by any notice to the contrary.

Section 11. Notices. All notices or communications in respect of the Series A Stock shall be sufficiently given if provided as set forth in the original form of this Certificate of Designation and applicable Nevada law.

Section 12. Tax Withholding. The Corporation shall be entitled to deduct and withhold from amounts paid or distributed with respect to the Series A Stock such amounts as the Corporation is required to deduct and withhold under the Internal Revenue Code of 1986, as amended, or any other applicable tax law, with the making of such payment. The Corporation shall timely remit to the appropriate taxing authority any and all amounts so deducted or withheld. Notwithstanding the foregoing, the Corporation acknowledges that it will not be required to deduct and withhold, and shall not deduct and withhold, any amount from any payment to the extent that, prior to making such payment, the Corporation has received appropriate documentation from the holder of the Series A Stock establishing an exemption from such withholding tax in the manner required by applicable tax law.

Section 13. Other Rights. The shares of Series A Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein, in the Articles of Incorporation, the Purchase Agreement, or as provided by applicable law and regulation.

* * * * *

IN WITNESS WHEREOF, the Corporation has caused this Series A Convertible Preferred Stock Certificate of Designation to be duly executed and acknowledged by its undersigned duly authorized officer this [•] day of November, 2025.

PARLER TECHNOLOGIES, INC.

By: ___________________________

Name: Yasser Elgebaly

Title: Chief Executive Officer

Exhibit G

Unaudited Statement of Profit and Loss for Parler Cloud Technologies, LLC
for the year ended December 31, 2024

	Sanapptx	Parler	PCSM	PCSP	Elimination	Total
Income						
Operating Revenue	4,282,135	6,141,371	25,249	-		10,448,755
Total Income	**4,282,135**	**6,141,371**	**25,249**	**-**	**-**	**10,448,755**
Cost of Goods Sold						-
Contractor Services- 1099	99,100	528,537	5,250			632,887
Cost of Goods Sold	6,380					6,380
Hardware-COGS	1,529,944					1,529,944
Software-COGS	254,331					254,331
Telephany Service Expense	44,682					44,682
Total Cost of Goods Sold	**1,934,438**	**528,537**	**5,250**	**-**	**-**	**2,468,225**
Gross Profit	**2,347,698**	**5,612,834**	**19,999**	**-**	**-**	**7,980,530**
Expenses						-
Legal & Professional Fees	**792,851**	**227,701**	**25,150**	**75**	**-**	**1,045,776**
Office/General Administrative Expenses	**1,046,859**	**226,717**	**83**	**104**	**-**	**1,273,763**
Total Payroll Expenses	**356,096**	**2,274,450**	**-**	**-**	**-**	**2,630,546**
Rent & Lease Expense	**402,249**	**197,247**	**-**	**-**		**599,496**
Sales & Marketing Expense	**310,896**	**1,088,435**	**-**	**-**	**-**	**1,399,331**
Travel Expense	**43,416**	**8,594**	**-**	**-**	**-**	**52,010**
Total Expenses	**2,952,366**	**4,023,144**	**25,233**	**179**	**-**	**7,000,922**
Net Operating Income	**(604,669)**	**1,589,690**	**(5,234)**	**(179)**	**-**	**979,608**
Other Income	**1,980**	**27**	**-**	**-**		**2,008**
Other Expenses	**1,283,641**	**4,430,826**	**324**	**-**	**-**	**5,714,791**
Net Income	**(1,886,329)**	**(2,841,109)**	**(5,558)**	**(179)**		**(4,733,175)**

This preliminary financial information has been prepared by management of Parler Technologies Inc., formerly known as Parler Cloud Technologies, LLC. No third party has compiled, examined, reviewed or audited this information and accordingly does not express an opinion or any other form of assurance on the preliminary financial information included herein.

Exhibit H

Unaudited Statement of Profit and Loss for Parler Cloud Technologies, LLC
January 1 Through August 31st, 2025

	Sanapptx	Parler	PCSM	PCSP	Elimination	Total
Income						
Operating Revenue	3,163,086	18,480,019	195,846	4,000		21,842,951
Total Income	**3,163,086**	**18,480,019**	**195,846**	**4,000**	**-**	**21,842,951**
Cost of Goods Sold						-
Contractor Services- 1099	13,912	2,296,484				2,310,395
Contractor Services- Engineering	20,162					
Hosting Services	-	541,312				541,312
Hardware-COGS	1,016,556					1,016,556
Software-COGS	28,703					28,703
Telephany Service Expense	24,302					24,302
Total Cost of Goods Sold	**1,103,634**	**2,837,796**	**-**	**-**	**-**	**3,921,268**
Gross Profit	**2,059,452**	**15,642,223**	**195,846**	**4,000**	**-**	**17,901,521**
Expenses						-
				-		-
Legal & Professional Fees	**140,031**	**467,378**	**262,130**	**2,704**	**-**	**721,276**
Office/General Administrative Expenses	**621,105**	**3,205,916**	**4,671**	**918**	**-**	**3,818,202**
Payroll Expenses	**1,510**	**10,846,072**	**-**	**-**	**-**	**10,847,582**
Rent & Lease Expense	**261,897**	**260,351**	**-**	**-**		**522,248**
Sales & Marketing Expense	**190,956**	**299,298**	**-**	**-**	**-**	**490,255**
Travel	**21,206**	**27,866**	**-**	**-**	**-**	**49,072**
Total Expenses	**1,236,706**	**15,106,882**	**266,801**	**3,622**	**-**	**16,448,635**
Net Operating Income	**822,746**	**535,341**	**(70,955)**	**378**	**-**	**1,452,886**
Other Income	**1,208**	**396**	**0**	**-**		**1,605**
Interest Expense	3,355,199					3,355,199
Loan Fee	543,767					543,767
Taxes & Licenses	13,492	961				14,453
Other Expenses	**3,912,458**	**961**	**-**	**-**	**-**	**3,913,419**
Net Income	**(3,088,504)**	**534,776**	**(70,955)**	**378**		**(2,624,305)**

This preliminary financial information has been prepared by management of Parler Technologies Inc., formerly known as Parler Cloud Technologies, LLC. No third party has compiled, examined, reviewed or audited this information and accordingly does not express an opinion or any other form of assurance on the preliminary financial information included herein.

Exhibit H (Continued)
Unaudited Balance Sheet for Parler Cloud Technologies, LLC
As of Aug 30, 2025

	Sanapptx	Parler	PCSM	PCSP	Elimination	Total
ASSETS						
Current Assets						
Cash	65,598	340,219	810	711		407,338
Accounts Receivable	68,150	197,796				265,947
Other Current Assets	211,727	251,882	167	167	-	366,461
Total Current Assets	**345,475**	**789,897**	**976**	**878**	**-**	**1,137,227**
Total Fixed Assets	**521,868**	**3,944,035**	**-**	**-**		**4,465,903**
Total Other Assets	**732,573**	**28,000**	**-**	**-**	**-**	**760,573**
TOTAL ASSETS	**1,599,916**	**4,761,932**	**976**	**878**	**-**	**6,363,702**
LIABILITIES AND EQUITY						-
Liabilities						-
Current Liabilities						-
Accounts Payable	81,556	3,011,779	150,968	(321)		3,243,982
Credit Cards	310,075	42,681	-	-	-	352,756
Other Current Liabilities	4,230,874	54,876	(62,203)	950	-	5,868,563
Total Current Liabilities	**4,622,505**	**3,109,336**	**88,765**	**629**	**-**	**7,821,234**
Short Term Loan	1,918,824					1,918,824
Long-Term Liabilities	1,358,501	1,000,000	-	-	-	2,358,501
Total Liabilities	**7,899,830**	**4,109,336**	**88,765**	**629**	**-**	**12,098,559**
Total Equity	**(6,299,914)**	**652,596**	**(87,788)**	**249**	**-**	**(5,734,858)**
TOTAL LIABILITIES AND EQUITY	**1,599,916**	**4,761,932**	**976**	**878**	**-**	**6,363,701**

This preliminary financial information has been prepared by management of Parler Technologies Inc., formerly known as Parler Cloud Technologies, LLC. No third party has compiled, examined, reviewed or audited this information and accordingly does not express an opinion or any other form of assurance on the preliminary financial information included herein. These financial statements do not include 103,017,089 Optio Tokens and 1,000 Optio Software Nodes that are owned by the company. Optio is Parler's native blockchain protocol, though it operates independently and is not owned or controlled by Parler.