

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM S-1  
REGISTRATION STATEMENT UNDER  
THE SECURITIES ACT OF 1933**

**Asset Entities Inc.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction of  
incorporation or organization)

**7372**

(Primary Standard Industrial  
Classification Code Number)

**88-1293236**

(I.R.S. Employer  
Identification Number)

**100 Crescent Ct, 7<sup>th</sup> Floor  
Dallas, TX 75201  
(214) 459-3117**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Matthew Krueger, Chief Financial Officer**

**100 Crescent Ct, 7<sup>th</sup> Floor  
Dallas, TX 75201  
(262) 527-0966**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

*Copies to:*

Louis A. Bevilacqua, Esq.  
**Bevilacqua PLLC**  
1050 Connecticut Avenue, NW, Suite 500  
Washington, DC 20036  
(202) 869-0888

**Approximate date of commencement of proposed sale to the public:** From time to time after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer   
Non-accelerated filer

Accelerated filer   
Smaller reporting company   
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of Securities Act.

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

**The information in this prospectus is not complete and may be changed. The selling stockholder named in this prospectus may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting offers to buy these securities in any state where the offer or sale is not permitted.**

**PRELIMINARY PROSPECTUS**

**SUBJECT TO COMPLETION, DATED AUGUST 9, 2024**



**Asset Entities Inc.**

**467,489 Shares of Class B Common Stock**

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This prospectus relates to the offer and resale from time to time of:

- up to 436,689 shares of Class B Common Stock, \$0.0001 par value per share (the “Class B Common Stock”), of Asset Entities Inc., a Nevada corporation, by Ionic Ventures, LLC, a California limited liability company (“Ionic”), issuable upon the conversion of a variable amount of the 165 shares of our Series A Convertible Preferred Stock, \$0.0001 par value per share (the “Series A Preferred Stock”), issued to Ionic on July 29, 2024, pursuant to the Securities Purchase Agreement, dated as of May 24, 2024, between the Company and Ionic, as amended by the First Amendment to Securities Purchase Agreement, dated as of June 13, 2024, between the Company and Ionic (as amended, the “Ionic Purchase Agreement”), and the Certificate of Designation of Series A Convertible Preferred Stock of the Company filed with the Secretary of State of the State of Nevada on May 24, 2024, as amended by the Certificate of Amendment to Designation filed with the Secretary of State of the State of Nevada on June 14, 2024 (as amended, the “Certificate of Designation”), having an initial stated value (“Stated Value”) of \$10,000 per share of Series A Preferred Stock, a cumulative annual dividend rate on the Stated Value of 6% (which will increase to 12% if a Triggering Event (as defined in the Certificate of Designation) occurs until such Triggering Event, if curable, is cured) payable in shares of Class B Common Stock (or cash at the Company’s option) upon conversion or redemption of the Series A Preferred Stock, and an initial conversion price (“Conversion Price”) of \$3.75 per share of Class B Common Stock, and an alternate Conversion Price equal to 85% (or 70% if the Class B Common Stock is suspended from trading on or delisted from a principal trading market or upon occurrence of a Triggering Event (as defined in the Certificate of Designation)) of the average lowest daily volume weighted average price of the Class B Common Stock during the Alternate Conversion Measuring Period (as defined in the Certificate of Designation) (the “Alternate Conversion Price”), subject to applicable limitations or restrictions; and
- up to 30,800 shares of Class B Common Stock by Michael R. Jacks (the “Warrant Assignee”, and together with Ionic, the “Selling Stockholders”), an affiliate of Sutter Securities, Inc., a registered broker-dealer (“Sutter”), issuable upon exercise of a warrant issued to Boustead Securities, LLC, a registered broker-dealer (“Boustead”), an affiliate of Sutter, on July 29, 2024, pursuant to the Company’s engagement letter agreement with Boustead, dated November 29, 2021 (the “Boustead Engagement Letter”), in connection with the transactions contemplated by the Ionic Purchase Agreement, at an exercise price of \$3.75 per share, subject to applicable limitations or restrictions, the rights to which were assigned to the Warrant Assignee (the “Second Ionic Tail Warrant”).

A holder of Series A Preferred Stock may not convert the Series A Preferred Stock into Class B Common Stock to the extent that such conversion would cause such holder’s beneficial ownership of Class B Common Stock to exceed 4.99% of the outstanding Class B Common Stock immediately after conversion, which may be increased by the holder to up to 9.99% upon no fewer than 61 days’ prior notice (the “Series A Beneficial Ownership Limitation”).

The Conversion Price also may not be lower than a separate floor price (the “Floor Price”) of \$0.4275 per share. If the Conversion Price would be less than the Floor Price, then, subject to the terms and conditions of the Certificate of Designation, the Stated Value will automatically increase in the manner provided pursuant to the Certificate of Designation. See “*Description of Securities – Series A Preferred Stock*”.

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We are not selling any securities under this prospectus and will not receive any of the proceeds from the sale of our Class B Common Stock by the Selling Stockholders. We may receive up to \$115,500 in gross proceeds from the cash exercise of the Second Ionic Tail Warrant. See “*Use of Proceeds*” beginning on page 13 of this prospectus.

The Class B Common Stock is listed on The Nasdaq Capital Market tier of The Nasdaq Stock Market LLC (“Nasdaq”), under the symbol “ASST.” As of August 8, 2024, the last reported sales price of the Class B Common Stock on Nasdaq was \$0.95. Unless otherwise noted, the share and per share information in this prospectus have been adjusted to give effect to the one-for-five (1-for-5) reverse stock split (the “Reverse Stock Split”) of each of the Company’s authorized and issued and outstanding Class A Common Stock, \$0.0001 par value per share (the “Class A Common Stock”), and the Company’s authorized and issued and outstanding Class B Common Stock, which became effective as of 5:00 p.m. Eastern Time on July 1, 2024.

We have two classes of authorized Common Stock, \$0.0001 par value per share (“common stock”), Class A Common Stock and Class B Common Stock. The rights of the holders of Class A Common Stock and Class B Common Stock are identical, except with respect to voting and conversion. Each share of Class A Common Stock is entitled to ten votes per share and is convertible into one share of Class B Common Stock. Each share of Class B Common Stock is entitled to one vote per share. As of August 2, 2024, Asset Entities Holdings, LLC (“AEH”), the holder of all of the outstanding Class A Common Stock, holds approximately 89.8% of the voting power of our outstanding capital stock and is therefore our controlling stockholder. In addition, the officers, managers and beneficial owners of the shares held by AEH, all of whom are also some of our officers and directors, have controlling voting power in the Company by collectively controlling approximately 91.6% of all voting rights. As a result, we are a “controlled company” under Nasdaq’s rules, although we do not intend to avail ourselves of the corporate governance exemptions afforded to a “controlled company” under the rules of Nasdaq. See Item 1A. “*Risk Factors – Risks Related to Ownership of Our Class B Common Stock – As a ‘controlled company’ under the rules of Nasdaq, we may choose to exempt our company from certain corporate governance requirements that could have an adverse effect on our public stockholders.*” in our [Annual Report](#) on Form 10-K for the fiscal year ended December 31, 2023 (the “2023 Annual Report”), which is incorporated by reference into this prospectus.

We are an “emerging growth company”, as defined in the Jumpstart Our Business Startups Act of 2012, under applicable U.S. federal securities laws, and are eligible for reduced public company reporting requirements. See Item 1A. “*Risk Factors – Risks Related to Ownership of Our Class B Common Stock – We are subject to ongoing public reporting requirements that are less rigorous than Exchange Act rules for companies that are not emerging growth companies and our stockholders could receive less information than they might expect to receive from more mature public companies.*” in the 2023 [Annual Report](#), which is incorporated by reference into this prospectus.

The Selling Stockholders may offer and sell the securities being offered by means of this prospectus from time to time in public or private transactions, or both. These sales will occur at fixed prices, at market prices prevailing at the time of sale, at prices related to prevailing market prices, or at negotiated prices. The Selling Stockholders may sell the securities being offered to or through underwriters, broker-dealers or agents, who may receive compensation in the form of discounts, concessions or commissions from the Selling Stockholders, the purchasers of the securities being offered by means of this prospectus, or both. Each of the Selling Stockholders may offer all, some or none of the securities being offered by means of this prospectus. The Selling Stockholders, including any of the Selling Stockholders who are broker-dealers or affiliates of broker-dealers, and any other participating broker-dealers, may be deemed to be “underwriters” within the meaning of Section 2(a)(11) of the Securities Act of 1933, as amended (the “Securities Act”), and any commissions or discounts given to any such broker-dealer, affiliates of a broker-dealer or other “underwriters” within the meaning of the Securities Act may be regarded as underwriting commissions or discounts under the Securities Act. See “*Plan of Distribution*” for a more complete description of the ways in which the securities being offered by means of this prospectus may be sold.

**Investing in our securities is highly speculative and involves a high degree of risk. See “Risk Factors” beginning on page 10 of this prospectus, in any applicable prospectus supplement, in any related free writing prospectus, and in the documents incorporated by reference into this prospectus, any accompanying prospectus supplement and any related free writing prospectus before you make an investment decision.**

**Neither the U.S. Securities and Exchange Commission nor any state or provincial securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

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The date of this prospectus is , 2024.

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**You should rely only on the information that we have provided or incorporated by reference in this prospectus, any supplement to this prospectus, and any related free writing prospectus that we may authorize to be provided to you. We have not authorized anyone to provide you with different information. No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in or incorporated by reference in this prospectus, any prospectus supplement, or any related free writing prospectus that we may authorize to be provided to you. You must not rely on any unauthorized information or representation. This prospectus is an offer to sell only the securities offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. You should assume that the information in this prospectus, prospectus supplement, or any related free writing prospectus is accurate only as of the date on the front of the document and that any information we have incorporated by reference is accurate only as of the date of the document incorporated by reference, regardless of the time of delivery of this prospectus, any supplement to this prospectus, or any related free writing prospectus, or any sale of a security.**

### **Trademarks, Trade Names and Service Marks**

We use various trademarks, trade names and service marks in our business, including “AE 360 DDM”, “Asset Entities Where Assets Are Created”, “SiN”, “Social Influencer Network”, “Ternary D”, “Options Swing”, and associated marks. For convenience, we may not include the <sup>SM</sup>, <sup>®</sup> or <sup>™</sup> symbols, but such omission is not meant to indicate that we would not protect our intellectual property rights to the fullest extent permitted by law. Any other trademarks, trade names or service marks referred to in this prospectus or any document incorporated by reference into this prospectus are the property of their respective owners.

### **Industry and Market Data**

We are responsible for the information contained in this prospectus or any document incorporated by reference into this prospectus. This prospectus and documents incorporated by reference into this prospectus include industry data and forecasts that we obtained from industry publications and surveys as well as public filings and internal company sources. Industry publications, surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable. Statements as to our ranking, market position and market estimates are based on third-party forecasts, management’s estimates and assumptions about our markets and our internal research. We have not independently verified such third-party information, nor have we ascertained the underlying economic assumptions relied upon in those sources. While we believe that all such information contained in this prospectus is accurate and complete, nonetheless such data involve uncertainties and risks, including risks from errors, and is subject to change based on various factors, including those discussed under “*Risk Factors*” and “*Cautionary Note Regarding Forward-Looking Statements*” in this prospectus and documents incorporated by reference into this prospectus.

## PROSPECTUS SUMMARY

*This summary highlights selected information contained elsewhere in or incorporated by reference into this prospectus. This summary is not complete and does not contain all of the information that you should consider before deciding whether to invest in our securities. You should carefully read the entire prospectus and the other information incorporated by reference into this prospectus, including the risks associated with an investment in our company discussed in the “Risk Factors” section of this prospectus and the other documents incorporated by reference into this prospectus, before making an investment decision. Some of the statements in this prospectus and the other documents incorporated by reference into this prospectus are forward-looking statements. See the section titled “Cautionary Note Regarding Forward-Looking Statements.”*

*Unless otherwise noted, the share and per share information in this prospectus reflects the Reverse Stock Split ratio of 1-for-5 as if it had occurred at the beginning of the earliest period presented.*

### **Company Overview**

Asset Entities is a technology company providing social media marketing and content delivery services across Discord, TikTok, and other social media platforms. We also design, develop and manage servers for communities on Discord. Based on the growth of our Discord servers and social media following, we have developed three categories of services: (1) our Discord investment education and entertainment services, (2) social media and marketing services, and (3) our “AE.360.DDM” brand services. We also offer Ternary v2, a cloud-based subscription management and payment processing solution for Discord communities, which includes a suite of customer relations management tools and Stripe-verified payment processing. All of our services are based on our effective use of Discord as well as other social media including TikTok, X, Instagram, and YouTube.

Our Discord investment education and entertainment service is designed primarily by and for enthusiastic Generation Z, or Gen Z, retail investors, creators and influencers. Gen Z is commonly considered to be people born between 1997 and 2012. Our investment education and entertainment service focuses on stock, real estate, cryptocurrency, and NFT community learning programs designed for the next generation. While we believe that Gen Z will continue to be our primary market, our Discord server offering features education and entertainment content covering real estate investments, which is expected to appeal strongly to older generations as well. Our current combined server user membership is approximately 209,417 as of May 2024.

Our social media and marketing services utilize our management’s social influencer backgrounds by offering social media and marketing campaign services to business clients. Our team of social influencer independent contractors, which we call our “SiN” or “Social Influencer Network”, can perform social media and marketing campaign services to expand our clients’ Discord server bases and drive traffic to their businesses, as well as increase membership in our own servers.

Our “AE.360.DDM, Design Develop Manage” service, or “AE.360.DDM”, is a suite of services to individuals and companies seeking to create a server on Discord. We believe we are the first company to provide “Design, Develop and Manage,” or DDM, services for any individual, company, or organization that wishes to join Discord and create their own community. With our AE.360.DDM rollout, we are uniquely positioned to offer DDM services in the growing market for Discord servers.

Through Ternary v2, our subscription management and payment processing solution for Discord communities, subscribers can monetize and manage their Discord users. Ternary v2 simplifies the process for our subscribers to sell memberships to their Discord servers on their websites and collect payments through Stripe with daily payouts; add digital products and services and designate purchase options to their Discord servers; customize their user Discord permissions and roles and other Discord settings; and utilize our Discord bot to automatically apply their Discord user settings to authenticate new users, apply customizable permission sets to users, and remove users when their subscription expire. As a Stripe-verified partner through Ternary v2, we can also assist subscribers with integrating other platforms into their Discord servers with open application programming interfaces, further extending our platform’s capabilities.

We believe that we are a leading provider of all of these services, and that demand for all of our services will continue to grow. We expect to experience rapid revenue growth from our services. We believe that we have built a scalable and sustainable business model and that our competitive strengths position us favorably in each aspect of our business.

Our revenue depends on the number of paying subscribers to our Discord servers. During the three months ended March 31, 2024 and 2023, we received revenue from 438 and 382 Asset Entities Discord server paying subscribers, respectively.

### **Corporate Information**

Our principal executive offices are located at 100 Crescent Court, 7th Floor, Dallas, TX 75201, and our telephone number is (214) 459-3117. We maintain a website at <https://assetentities.com>. Information available on our website is not incorporated by reference in and is not deemed a part of this prospectus.

### **Retrospective Presentation of Reverse Stock Split**

Except as otherwise indicated, all references to our common stock, share data, per share data and related information has been adjusted for the Reverse Stock Split ratio of 1-for-5 as if it had occurred at the beginning of the earliest period presented.

### **Private Placement with Ionic Ventures, LLC**

#### ***Securities Purchase Agreement***

On May 24, 2024, we entered into the Ionic Purchase Agreement, as amended on June 13, 2024, with Ionic for the issuance and sale of up to 330 shares of the Company's newly designated Series A Preferred Stock for maximum gross proceeds of \$3,000,000. The shares of the Series A Preferred Stock are convertible into shares of Class B Common Stock. Pursuant to the Ionic Purchase Agreement, we are required to issue and sell 165 shares of Series A Preferred Stock at each of two closings subject to the satisfaction of the terms and conditions for each closing. The first closing (the "First Closing") occurred on May 24, 2024 for the issuance and sale of 165 shares of Series A Preferred Stock for gross proceeds of \$1,500,000. The second closing (the "Second Closing"), for the issuance and sale of 165 shares of Series A Preferred Stock for gross proceeds of \$1,500,000, occurred on July 29, 2024, which was the first business day on which the conditions specified in the Ionic Purchase Agreement for the Second Closing were satisfied or waived, including the filing and effectiveness of the First Registration Statement (as defined below) and the effectiveness of the Stockholder Approval (as defined below).

#### ***Registration Rights Agreement***

In connection with the Ionic Purchase Agreement, we agreed to provide certain registration rights to Ionic, pursuant to the Registration Rights Agreement, dated as of May 24, 2024, between the Company and Ionic (the "Ionic Registration Rights Agreement"). The Ionic Registration Rights Agreement provides for the registration for resale of any and all shares of Class B Common Stock issuable to Ionic with respect to the shares of Series A Preferred Stock under the Ionic Purchase Agreement (the "Registrable Conversion Shares"). Within the later of 15 calendar days of the First Closing or May 24, 2024, we were required to file a registration statement (the "First Registration Statement") for the offer and resale of the maximum number of Registrable Conversion Shares permitted to be covered in accordance with applicable Securities and Exchange Commission ("SEC") rules, regulations and interpretations. The First Registration Statement was required to be declared effective within 45 days of the First Closing, or 90 days if the First Registration Statement received a review. Pursuant to these requirements, a Registration Statement on Form S-1 (File No. 333-280020) was originally filed by the Company with the SEC on June 7, 2024 to register the offer and resale of 385,894 shares of Class B Common Stock, which was considered the maximum number of Registrable Conversion Shares permitted to be covered in accordance with applicable SEC rules, regulations and interpretations, and was declared effective by the SEC on July 24, 2024.

If an additional registration statement must be filed to cover the resale of Registrable Conversion Shares that were not permitted to be included in the First Registration Statement in accordance with applicable SEC rules, regulations and interpretations, we must file an additional registration statement (the "Second Registration Statement") within 15 days of the Second Closing for the maximum number of Registrable Conversion Shares permitted to be covered in accordance with applicable SEC rules, regulations and interpretations. The Second Registration Statement must be declared effective within 45 days of the Second Closing, or 90 days if the Second Registration Statement receives a review. Pursuant to these requirements, the registration statement of which this prospectus forms a part was filed with the SEC.

In the event the number of shares of Class B Common Stock available under the First Registration Statement and the Second Registration Statement is insufficient to cover all of the Registrable Conversion Shares, we will be required to file at least one additional registration statement (each of such additional registration statement, the First Registration Statement, and the Second Registration Statement, and collectively, the "Registration Statement") within 14 days of the date that the necessity arises and that such additional Registration Statement may be filed under SEC rules to cover such Registrable Conversion Shares up to the maximum permitted to be covered under SEC rules, which must be made effective within 45 days of such date, or 90 days if such additional Registration Statement receives a review. Any failure to meet the filing deadline for either the First Registration Statement or the Second Registration Statement ("Filing Failure") would have resulted in liquidated damages of 20,000 shares of Class B Common Stock. Any failure to meet the effectiveness deadline for any Registration Statement ("Effectiveness Failure") will result in liquidated damages of 20,000 shares of Class B Common Stock. Each of the shares issuable upon a Filing Failure or an Effectiveness Failure must also be covered by a Registration Statement to the same extent as the Registrable Conversion Shares. We will be required to use our best efforts to keep each Registration Statement effective until all such shares of Class B Common Stock are sold or may be sold without restriction pursuant to Rule 144 under the Securities Act ("Rule 144"), and without the requirement for us to be in compliance with the current public information requirement under Rule 144.

***Terms of Series A Convertible Preferred Stock under Certificate of Designation and Securities Purchase Agreement***

Pursuant to the Ionic Purchase Agreement, on May 24, 2024, we filed the Certificate of Designation with the Secretary of State of the State of Nevada, as amended by the Certificate of Amendment to Designation filed on June 14, 2024 with the Secretary of State of the State of Nevada, designating 660 shares of the Company's Preferred Stock, \$0.0001 par value per share ("preferred stock"), as "Series A Convertible Preferred Stock," and setting forth the voting and other powers, preferences and relative, participating, optional or other rights of the Series A Preferred Stock. Each share of Series A Preferred Stock has an initial Stated Value of \$10,000 per share.

The Series A Preferred Stock ranks senior to all other capital stock of the Company with respect to the payment of dividends, distributions and payments upon the liquidation, dissolution and winding up of the Company, unless the holders of the majority of the outstanding shares of Series A Preferred Stock consent to the creation of other capital stock of the Company that is senior or equal in rank to the Series A Preferred Stock.

Holders of Series A Preferred Stock will be entitled to receive cumulative dividends, in shares of Class B Common Stock (or cash at the Company's option) on the Stated Value at an annual rate of 6% (which will increase to 12% if a Triggering Event occurs until such Triggering Event, if curable, is cured). Dividends will be payable upon conversion or redemption of the Series A Preferred Stock.

Holders of Series A Preferred Stock will be entitled to convert shares of Series A Preferred Stock into a number of shares of Class B Common Stock determined by dividing the Stated Value of such shares (plus any accrued but unpaid dividends and other amounts due, unless paid by the Company in cash) by the Conversion Price. The initial Conversion Price is \$3.75, subject to adjustment including adjustments due to full-ratchet anti-dilution provisions. Holders may elect to convert shares of Series A Preferred Stock to Class B Common Stock at the Alternate Conversion Price equal to 85% (or 70% if the Company's Class B Common Stock is suspended from trading on or delisted from a principal trading market or upon occurrence of a Triggering Event) of the average lowest daily volume weighted average price of the Class B Common Stock during the Alternate Conversion Measuring Period.

A holder of Series A Preferred Stock may not convert the Series A Preferred Stock into Class B Common Stock to the extent that such conversion would cause such holder's beneficial ownership of Class B Common Stock to exceed the Series A Beneficial Ownership Limitation. In addition, if a conversion would result in the issuance of an amount of shares of Class B Common Stock exceeding 19.99% of our outstanding common stock, which number of shares would be reduced, on a share-for-share basis, by the number of shares of common stock issued or issuable pursuant to any transaction or series of transactions that may be aggregated with the transactions contemplated by the Certificate of Designation under applicable rules of Nasdaq, including Nasdaq Listing Rule 5635(d) (such amount, the "Exchange Limitation"), the Conversion Price would be required to be at least equal to the price (the "Minimum Price") that would be the lower of the last closing price of the stock immediately preceding the signing of the related binding agreement and the average closing price for the five Trading Days (as defined below) immediately preceding the signing of the related binding agreement, before the effectiveness of the approval of such number of the holders of the outstanding shares of our voting securities as required by the Bylaws of the Company (the "Bylaws") and the Nevada Revised Statutes (the "NRS"), to ratify and approve all of the transactions contemplated by the Transaction Documents (as defined in the Ionic Purchase Agreement), including the issuance of all of the shares of Series A Preferred Stock and shares of Class B Common Stock upon conversion of the shares of Series A Preferred Stock, all as may be required by the applicable rules and regulations of The Nasdaq Capital Market tier of Nasdaq (or any successor entity) (the "Stockholder Approval"). The Ionic Purchase Agreement requires that the Company obtain the Stockholder Approval by the prior written consent of the requisite stockholders to obtain the approval of such number of the holders of the outstanding shares of the Company's voting securities as required by the Bylaws and the NRS, to ratify and approve all of the transactions contemplated by the Transaction Documents, including the issuance of all of the shares of Series A Preferred Stock and shares of Class B Common Stock issuable upon conversion of such shares pursuant to the Ionic Purchase Agreement, all as may be required by the applicable rules and regulations of The Nasdaq Capital Market tier of Nasdaq (or any successor entity). The Conversion Price also may not be lower than the Floor Price, or \$0.4275 per share. The Series A Preferred Stock also may not be converted except to the extent that the shares of Class B Common Stock issuable upon such conversion may be resold pursuant to Rule 144 or an effective and available registration statement.

The Ionic Purchase Agreement and the Certificate of Designation require that the Company file a Preliminary Information Statement on Schedule 14C with the SEC within 10 days of the date of the First Closing followed by the filing of a Definitive Information Statement on Schedule 14C with the SEC within 20 days of the date of the First Closing, or within 45 days of the date of the First Closing if delayed due to a court or regulatory agency, including but not limited to the SEC, which shall disclose the Stockholder Approval. In accordance with the rules of the SEC, the Stockholder Approval will become effective 20 days after the Definitive Information Statement is sent or given in accordance with SEC rules. Prior to such date of effectiveness, if the number of shares of Class B Common Stock subject to a conversion would exceed the Exchange Limitation prior to the date of the effectiveness of the Stockholder Approval, and the Conversion Price for such conversion would otherwise be lower than the Minimum Price or the Floor Price, then, upon any conversion of shares of Series A Preferred Stock, the Stated Value will automatically be increased by an amount equal to the product obtained by multiplying (A) the higher of (I) the highest price that the Class B Common Stock trades at on the Trading Day (as defined below) immediately preceding the conversion date and (II) the applicable Conversion Price and (B) the difference obtained by subtracting (I) the number of shares of Class B Common Stock delivered (or to be delivered) to the holder on the applicable conversion date with respect to such conversion of Series A Preferred Stock from (II) the quotient obtained by dividing (x) the applicable value of the Series A Preferred Stock being converted that the holder has elected to be the subject of the applicable conversion of Series A Preferred Stock, by (y) the applicable Conversion Price.

In accordance with the requirements and provisions described above, on May 24, 2024, the Company obtained the Stockholder Approval by execution of a written consent in lieu of a special meeting of a majority of the voting power of the stockholders of the Company approving a resolution approving the issuance of Class B Common Stock in aggregate in excess of the limitations provided by Nasdaq Listing Rule 5635(d), including that an amount of shares of Class B Common Stock equal to or greater than 20% of the total common stock or voting power outstanding on the date of the Certificate of Designation may be issued pursuant to the Certificate of Designation at a price that may be less than the Minimum Price. On May 31, 2024, the Company filed a Preliminary Information Statement on Schedule 14C with the SEC. On June 13, 2024, the Company filed a Definitive Information Statement on Schedule 14C with the SEC disclosing the Stockholder Approval. As of the 20<sup>th</sup> day following actions meeting these and other applicable requirements, the Company will be permitted to issue more than the limited number of shares as defined by the Exchange Limitation, at a Conversion Price that may be below the Minimum Price.



Under the Ionic Purchase Agreement, if the closing price of the Class B Common Stock falls below \$3.75 per share, the holder's total sales of Class B Common Stock will be restricted. The holder may only sell either the greater of \$25,000 per Trading Day or 15% of the daily trading volume of the Class B Common Stock reported by Bloomberg, LP, until the closing price exceeds \$3.75. "Trading Day" is defined as a day on which the principal trading market for the Class B Common Stock is open for trading for at least six hours.

In addition, while any of the shares of Series A Preferred Stock are outstanding, if the closing price of the Class B Common Stock is equal to or less than \$0.4275 per share for a period of ten consecutive Trading Days, then the Company will promptly take all corporate action necessary to authorize a reverse stock split of the Class B Common Stock by a ratio equal to or greater than 300% of the quotient obtained by dividing \$0.4275 by the lowest closing price of the Class B Common Stock during such ten-Trading Day period, including calling a special meeting of stockholders to authorize such reverse stock split or obtaining written consent for such reverse stock split, and voting the management shares of the Company in favor of such reverse stock split.

The Series A Preferred Stock will automatically convert to Class B Common Stock upon the 24-month anniversary of the initial issuance date of the Series A Preferred Stock.

The Company will have the right at any time to redeem all or any portion of the Series A Preferred Stock then outstanding at a price equal to 110% of the Stated Value plus any accrued but unpaid dividends and other amounts due.

Holders of the Series A Preferred Stock will generally have the right to vote on an as-converted basis with the Class B Common Stock, subject to the Series A Beneficial Ownership Limitation.

We may not sell securities in a financing transaction while Ionic beneficially owns any of the Series A Preferred Stock or the common stock until the end of the 30-day period following the initial date of the effectiveness of the First Registration Statement or during any Alternate Conversion Measuring Period. In addition, the Company may not file any other registration statement or any offering statement under the Securities Act, other than a registration statement on Form S-8 or supplements or amendments to registration statements that were filed and effective as of the date of the Ionic Purchase Agreement, unless each Registration Statement is effective and the respective prospectus is available for use, or the shares of Series A Preferred Stock and underlying shares of Class B Common Stock that must be included in each Registration Statement under the Ionic Registration Rights Agreement may be resold without limitation under Rule 144.

#### ***Compensation to Boustead Securities, LLC***

In connection with each closing under the Ionic Purchase Agreement, pursuant to the Boustead Engagement Letter, and the Underwriting Agreement between the Company and Boustead, as representative of the underwriters of our initial public offering, dated February 2, 2023 (the "Underwriting Agreement"), we were required to pay Boustead a fee equal to 7% of the aggregate purchase price and a non-accountable expense allowance equal to 1% of the aggregate purchase price for the Series A Preferred Stock. On the date of each of the First Closing and the Second Closing, we therefore paid Boustead \$120,000, for a total amount of \$240,000. In addition, on the date of the First Closing, the Company was required to issue a warrant to Boustead for the purchase of 30,800 shares of Class B Common Stock, equal to 7% of the number of shares of Class B Common Stock that may be issued upon conversion of the shares of Series A Preferred Stock sold at the First Closing at the initial Conversion Price of \$3.75 per share (the "First Ionic Tail Warrant"). On the date of the Second Closing, the Company was required to issue the Second Ionic Tail Warrant to Boustead for the purchase of 30,800 shares of Class B Common Stock, equal to 7% of the number of shares of Class B Common Stock that may be issued upon conversion of the shares of Series A Preferred Stock sold at the Second Closing at the initial Conversion Price of \$3.75 per share, subject to the Exchange Limitation before the effectiveness of the Stockholder Approval. The First Ionic Tail Warrant and the Second Ionic Tail Warrant have an exercise price of \$3.75 per share, are exercisable for a period of five years, and contain cashless exercise provisions. In addition, we are required to issue 1,400 shares of Class B Common Stock to Boustead upon the occurrence of each Effectiveness Failure. Notwithstanding certain provisions in the Boustead Engagement Letter, the First Ionic Tail Warrant and the Second Ionic Tail Warrant will not contain piggyback registration rights and will not contain anti-dilution provisions for future stock issuances, etc., at a price or at prices below the exercise price per share, or provide for automatic exercise immediately prior to expiration. The First Ionic Tail Warrant and the Second Ionic Tail Warrant may be deemed to be compensation by the Financial Industry Regulatory Authority, Inc. ("FINRA"), and may be subject to limits on exercise under FINRA rules. On July 29, 2024, the rights to the Second Ionic Tail Warrant were assigned to the Warrant Assignee.

## THE OFFERING

Class B Common Stock offered by the Selling Stockholders:	<p>This prospectus relates to 467,489 shares of Class B Common Stock which may be sold from time to time by the Selling Stockholders, which includes:</p> <ul style="list-style-type: none"><li>• up to 436,689 shares of Class B Common Stock by Ionic issuable upon the conversion of shares of Series A Preferred Stock issued to Ionic pursuant to the Ionic Purchase Agreement and the Certificate of Designation, subject to applicable limitations or restrictions; and</li><li>• up to 30,800 shares of Class B Common Stock by the Warrant Assignee issuable upon exercise of the Second Ionic Tail Warrant.</li></ul>
Use of proceeds:	<p>We will not receive any proceeds from any sales of the Class B Common Stock by the Selling Stockholders. Assuming the full exercise of the Second Ionic Tail Warrant for cash, we will receive gross proceeds of \$115,500.</p>
Risk factors:	<p>Investing in our Class B Common Stock involves a high degree of risk. As an investor, you should be able to bear a complete loss of your investment. You should carefully consider the information set forth in the “<i>Risk Factors</i>” section beginning on page 10 before deciding to invest in our Class B Common Stock.</p>
Trading market and symbol:	<p>Our Class B Common Stock is listed on The Nasdaq Capital Market tier of Nasdaq under the symbol “ASST”.</p>

## DESCRIPTION OF SECURITIES

The description of our authorized capital stock and our outstanding securities as of the date of the filing of the 2023 Annual Report is incorporated by reference to [Exhibit 4.1](#) to the 2023 Annual Report, and supplemented or updated as follows:

### General

The authorized capital stock of the Company currently consists of 90,000,000 shares, consisting of (i) 40,000,000 shares of Common Stock, \$0.0001 par value per share, of which 2,000,000 shares are designated Class A Common Stock, \$0.0001 par value per share, and 38,000,000 shares are designated as Class B Common Stock, \$0.0001 par value per share; and (ii) 50,000,000 shares of “blank check” Preferred Stock, \$0.0001 par value per share, of which 660 shares are designated as Series A Convertible Preferred Stock, \$0.0001 par value per share.

As of August 2, 2024, there were 1,506,406 shares of Class A Common Stock outstanding and owned by one stockholder of record, 1,713,780 shares of Class B Common Stock outstanding and owned by 22 stockholders of record, 320 shares of Series A Preferred Stock outstanding and owned by one stockholder of record, and no other shares of common stock or preferred stock issued and outstanding. The numbers of owners of record stated above do not include holders whose shares are held in nominee or “street name” accounts through banks, brokers or other financial institutions.

### Series A Preferred Stock

Pursuant to the Ionic Purchase Agreement, on May 24, 2024, we filed the Certificate of Designation with the Secretary of State of the State of Nevada, as amended by the Certificate of Amendment to Designation filed on June 14, 2024 with the Secretary of State of the State of Nevada, designating 660 shares of the Company’s preferred stock as “Series A Convertible Preferred Stock,” and setting forth the voting and other powers, preferences and relative, participating, optional or other rights of the Series A Preferred Stock. Each share of Series A Preferred Stock has an initial Stated Value of \$10,000 per share.

The Series A Preferred Stock ranks senior to all other capital stock of the Company with respect to the payment of dividends, distributions and payments upon the liquidation, dissolution and winding up of the Company, unless the holders of the majority of the outstanding shares of Series A Preferred Stock consent to the creation of other capital stock of the Company that is senior or equal in rank to the Series A Preferred Stock.

Holders of Series A Preferred Stock will be entitled to receive cumulative dividends, in shares of Class B Common Stock (or cash at the Company’s option) on the Stated Value at an annual rate of 6% (which will increase to 12% if a Triggering Event occurs until such Triggering Event, if curable, is cured). Dividends will be payable upon conversion or redemption of the Series A Preferred Stock.

Holders of Series A Preferred Stock will be entitled to convert shares of Series A Preferred Stock into a number of shares of Class B Common Stock determined by dividing the Stated Value of such shares (plus any accrued but unpaid dividends and other amounts due, unless paid by the Company in cash) by the Conversion Price. The initial Conversion Price is \$3.75, subject to adjustment including adjustments due to full-ratchet anti-dilution provisions. Holders may elect to convert shares of Series A Preferred Stock to Class B Common Stock at the Alternate Conversion Price equal to 85% (or 70% if the Company’s Class B Common Stock is suspended from trading on or delisted from a principal trading market or upon occurrence of a Triggering Event) of the average lowest daily volume weighted average price of the Class B Common Stock during the Alternate Conversion Measuring Period.

A holder of Series A Preferred Stock may not convert the Series A Preferred Stock into Class B Common Stock to the extent that such conversion would cause such holder’s beneficial ownership of Class B Common Stock to exceed the Series A Beneficial Ownership Limitation. In addition, if a conversion would result in the issuance of an amount of shares of Class B Common Stock exceeding the Exchange Limitation, the Conversion Price would be required to be at least equal to the Minimum Price, before the effectiveness of the Stockholder Approval. The Ionic Purchase Agreement requires that the Company obtain the Stockholder Approval by the prior written consent of the requisite stockholders to obtain the approval of such number of the holders of the outstanding shares of the Company’s voting securities as required by the Bylaws and the NRS, to ratify and approve all of the transactions contemplated by the Transaction Documents, including the issuance of all of the shares of Series A Preferred Stock and shares of Class B Common Stock issuable upon conversion of such shares pursuant to the Ionic Purchase Agreement, all as may be required by the applicable rules and regulations of The Nasdaq Capital Market tier of Nasdaq (or any successor entity). The Conversion Price also may not be lower than the Floor Price, or \$0.4275 per share. The Series A Preferred Stock also may not be converted except to the extent that the shares of Class B Common Stock issuable upon such conversion may be resold pursuant to Rule 144 or an effective and available registration statement.

The Ionic Purchase Agreement and the Certificate of Designation require that the Company file a Preliminary Information Statement on Schedule 14C with the SEC within 10 days of the date of the First Closing followed by the filing of a Definitive Information Statement on Schedule 14C with the SEC within 20 days of the date of the First Closing, or within 45 days of the date of the First Closing if delayed due to a court or regulatory agency, including but not limited to the SEC, which shall disclose the Stockholder Approval. In accordance with the rules of the SEC, the Stockholder Approval will become effective 20 days after the Definitive Information Statement is sent or given in accordance with SEC rules. Prior to such date of effectiveness, if the number of shares of Class B Common Stock subject to a conversion would exceed the Exchange Limitation prior to the date of the effectiveness of the Stockholder Approval, and the Conversion Price for such conversion would otherwise be lower than the Minimum Price or the Floor Price, then, upon any conversion of shares of Series A Preferred Stock, the Stated Value will automatically be increased by an amount equal to the product obtained by multiplying (A) the higher of (I) the highest price that the Class B Common Stock trades at on the Trading Day immediately preceding the conversion date and (II) the applicable Conversion Price and (B) the difference obtained by subtracting (I) the number of shares of Class B Common Stock delivered (or to be delivered) to the holder on the applicable conversion date with respect to such conversion of Series A Preferred Stock from (II) the quotient obtained by dividing (x) the applicable value of the Series A Preferred Stock being converted that the holder has elected to be the subject of the applicable conversion of Series A Preferred Stock, by (y) the applicable Conversion Price.

In accordance with the requirements and provisions described above, on May 24, 2024, the Company obtained the Stockholder Approval by execution of a written consent in lieu of a special meeting of a majority of the voting power of the stockholders of the Company approving a resolution approving the issuance of Class B Common Stock in aggregate in excess of the limitations provided by Nasdaq Listing Rule 5635(d), including that an amount of shares of Class B Common Stock equal to or greater than 20% of the total common stock or voting power outstanding on the date of the Certificate of Designation may be issued pursuant to the Certificate of Designation at a price that may be less than the Minimum Price. On May 31, 2024, the Company filed a Preliminary Information Statement on Schedule 14C with the SEC. On June 13, 2024, the Company filed a Definitive Information Statement on Schedule 14C with the SEC disclosing the Stockholder Approval. As of the 20<sup>th</sup> day following actions meeting these and other applicable requirements, the Company will be permitted to issue more than the limited number of shares as defined by the Exchange Limitation, at a Conversion Price that may be below the Minimum Price.

Under the Ionic Purchase Agreement, if the closing price of the Class B Common Stock falls below \$3.75 per share, the holder's total sales of Class B Common Stock will be restricted. The holder may only sell either the greater of \$25,000 per Trading Day or 15% of the daily trading volume of the Class B Common Stock reported by Bloomberg, LP, until the closing price exceeds \$3.75. "Trading Day" is defined as a day on which the principal trading market for the Class B Common Stock is open for trading for at least six hours.

In addition, while any of the shares of Series A Preferred Stock are outstanding, if the closing price of the Class B Common Stock is equal to or less than \$0.4275 per share for a period of ten consecutive Trading Days, then the Company will promptly take all corporate action necessary to authorize a reverse stock split of the Class B Common Stock by a ratio equal to or greater than 300% of the quotient obtained by dividing \$0.4275 by the lowest closing price of the Class B Common Stock during such ten-Trading Day period, including calling a special meeting of stockholders to authorize such reverse stock split or obtaining written consent for such reverse stock split, and voting the management shares of the Company in favor of such reverse stock split.

The Series A Preferred Stock will automatically convert to Class B Common Stock upon the 24-month anniversary of the initial issuance date of the Series A Preferred Stock.

The Company will have the right at any time to redeem all or any portion of the Series A Preferred Stock then outstanding at a price equal to 110% of the Stated Value plus any accrued but unpaid dividends and other amounts due.

Holders of the Series A Preferred Stock will generally have the right to vote on an as-converted basis with the Class B Common Stock, subject to the Series A Beneficial Ownership Limitation.

We may not sell securities in a financing transaction while Ionic beneficially owns any of the Series A Preferred Stock or the common stock until the end of the 30-day period following the initial date of the effectiveness of the First Registration Statement or during any Alternate Conversion Measuring Period. In addition, the Company may not file any other registration statement or any offering statement under the Securities Act, other than a registration statement on Form S-8 or supplements or amendments to registration statements that were filed and effective as of the date of the Ionic Purchase Agreement, unless each Registration Statement is effective and the respective prospectus is available for use, or the shares of Series A Preferred Stock and underlying shares of Class B Common Stock that must be included in each Registration Statement under the Ionic Registration Rights Agreement may be resold without limitation under Rule 144.

Ionic also has certain registration rights with respect to the Registrable Conversion Shares under the Ionic Registration Rights Agreement. The Ionic Registration Rights Agreement provides for the registration for resale of the Registrable Conversion Shares, which consist of any and all shares of Class B Common Stock issuable to Ionic with respect to the shares of Series A Preferred Stock under the Ionic Purchase Agreement. Within the later of 15 calendar days of the First Closing or May 24, 2024, we were required to file the First Registration Statement for the offer and resale of the maximum number of Registrable Conversion Shares permitted to be covered in accordance with applicable SEC rules, regulations and interpretations. The First Registration Statement was required to be declared effective within 45 days of the First Closing, or 90 days if the First Registration Statement received a review. Pursuant to these requirements, a Registration Statement on Form S-1 (File No. 333-280020) was originally filed by the Company with the SEC on June 7, 2024 to register the offer and resale of 385,894 shares of Class B Common Stock, which was considered the maximum number of Registrable Conversion Shares permitted to be covered in accordance with applicable SEC rules, regulations and interpretations, and was declared effective by the SEC on July 24, 2024.

If an additional registration statement must be filed to cover the resale of Registrable Conversion Shares that were not permitted to be included in the First Registration Statement in accordance with applicable SEC rules, regulations and interpretations, we must file the Second Registration Statement within 15 days of the Second Closing for the maximum number of Registrable Conversion Shares permitted to be covered in accordance with applicable SEC rules, regulations and interpretations. The Second Registration Statement must be declared effective within 45 days of the Second Closing, or 90 days if the Second Registration Statement receives a review. Pursuant to these requirements, the registration statement of which this prospectus forms a part was filed with the SEC.

In the event the number of shares of Class B Common Stock available under the First Registration Statement and the Second Registration Statement is insufficient to cover all of the Registrable Conversion Shares, we will be required to file at least one additional Registration Statement within 14 days of the date that the necessity arises and that such additional Registration Statement may be filed under SEC rules to cover such Registrable Conversion Shares up to the maximum permitted to be covered under SEC rules, which must be made effective within 45 days of such date, or 90 days if such additional Registration Statement receives a review. Any Filing Failure would have resulted in liquidated damages of 20,000 shares of Class B Common Stock. Any Effectiveness Failure will result in liquidated damages of 20,000 shares of Class B Common Stock. Each of the shares issuable upon a Filing Failure or an Effectiveness Failure must also be covered by a Registration Statement to the same extent as the Registrable Conversion Shares. We will be required to use our best efforts to keep each Registration Statement effective until all such shares of Class B Common Stock are sold or may be sold without restriction pursuant to Rule 144, and without the requirement for us to be in compliance with the current public information requirement under Rule 144.

#### **Warrants Issued In Connection With Closings Under Ionic Purchase Agreement**

In connection with each closing under the Ionic Purchase Agreement, pursuant to the Boustead Engagement Letter and the Underwriting Agreement, we were required to pay Boustead a fee equal to 7% of the aggregate purchase price and a non-accountable expense allowance equal to 1% of the aggregate purchase price for the Series A Preferred Stock. On the date of each of the First Closing and the Second Closing, we therefore paid Boustead \$120,000, for a total amount of \$240,000. In addition, on the date of the First Closing, the Company was required to issue the First Ionic Tail Warrant to Boustead for the purchase of 30,800 shares of Class B Common Stock, equal to 7% of the number of shares of Class B Common Stock that may be issued upon conversion of the shares of Series A Preferred Stock sold at the First Closing at the initial Conversion Price of \$3.75 per share. On the date of the Second Closing, the Company was required to issue the Second Ionic Tail Warrant to Boustead for the purchase of 30,800 shares of Class B Common Stock, equal to 7% of the number of shares of Class B Common Stock that may be issued upon conversion of the shares of Series A Preferred Stock sold at the Second Closing at the initial Conversion Price of \$3.75 per share, subject to the Exchange Limitation before the effectiveness of the Stockholder Approval. The First Ionic Tail Warrant and the Second Ionic Tail Warrant have an exercise price of \$3.75 per share, are exercisable for a period of five years, and contain cashless exercise provisions. In addition, we are required to issue 1,400 shares of Class B Common Stock to Boustead upon the occurrence of each Effectiveness Failure. Notwithstanding certain provisions in the Boustead Engagement Letter, the First Ionic Tail Warrant and the Second Ionic Tail Warrant will not contain piggyback registration rights and will not contain anti-dilution provisions for future stock issuances, etc., at a price or at prices below the exercise price per share, or provide for automatic exercise immediately prior to expiration. The First Ionic Tail Warrant and the Second Ionic Tail Warrant may be deemed to be compensation by FINRA, and may be subject to limits on exercise under FINRA rules. On July 29, 2024, the rights to the Second Ionic Tail Warrant were assigned to the Warrant Assignee.

## RISK FACTORS

*An investment in our Class B Common Stock involves a high degree of risk. You should carefully consider the following risk factors, together with the other information contained in this prospectus, and the financial and other information set forth under Item 1A. "Risk Factors" of the 2023 [Annual Report](#), which is incorporated herein by reference, and in other filings we make with the SEC, before purchasing our Class B Common Stock. We have listed below (not necessarily in order of importance or probability of occurrence) what we believe to be the most significant risk factors applicable to us, but they do not constitute all of the risks that may be applicable to us. Any of the following factors could harm our business, financial condition, results of operations or prospects, and could result in a partial or complete loss of your investment. Some statements in this prospectus and in the reports incorporated herein by reference, including statements in the following risk factors, constitute forward-looking statements. Please refer to the section titled "Cautionary Note Regarding Forward-Looking Statements".*

### **Risks Related to This Offering**

***Substantial future sales or issuances of our common stock or securities convertible into, or exercisable or exchangeable for, our common stock, or the perception in the public markets that these sales or issuances may occur, may depress our stock price. Also, future issuances of our common stock or rights to purchase common stock could result in additional dilution of the percentage ownership of our stockholders and could cause our stock price to fall.***

The conversion or exercise of our outstanding convertible or exercisable securities and resale of the underlying common stock, and any other future issuances of our common stock or securities convertible into, or exercisable or exchangeable for, our common stock, would result in a decrease in the ownership percentage of existing stockholders, i.e., dilution, which may cause the market price of our common stock to decline. We cannot predict the effect, if any, of future issuances, conversions, or exercises of our securities, on the price of our common stock. In all events, future issuances of our common stock would result in the dilution of your holdings. In addition, the perception that new issuances of our securities are likely to occur, or the perception that holders of securities convertible or exercisable for common stock are likely to sell their securities, could adversely affect the market price of our common stock. The effect of such dilution may be magnified as to all shares that are not or may eventually not be subject to restrictions on resale as enumerated below.

Based on the initial Conversion Price of \$3.75 per share of Class B Common Stock, if Ionic converted all 330 of the shares of Series A Preferred Stock that were issued to Ionic pursuant to the Ionic Purchase Agreement and the Certificate of Designation, then, at the initial Stated Value of \$10,000 per share, Ionic would be issued 880,000 shares of Class B Common Stock. An indeterminate number of shares of Class B Common Stock would be required to be issued if Ionic converts the shares of Series A Preferred Stock at the Alternate Conversion Price. The applicable Conversion Price may also be reduced as a result of a downward adjustment to the Conversion Price upon application of full-ratchet anti-dilution provisions. An additional 20,000 shares of Class B Common Stock must also be issued for any Effectiveness Failure, and an additional 1,400 shares of Class B Common Stock must be issued to Boustead in connection with each such issuance. As a result, there may be significant dilution to our stockholders' ownership, voting power and right to participate in dividends or other payments from future earnings, if any, in connection with the private placement transaction with Ionic, which may cause a decline in the market price of our Class B Common Stock. Moreover, the Registration Statement, during the period in which it is effective, will allow such shares to be resold immediately into the public market without restriction, which may also adversely affect the market price of our common stock. A decline in our market price could also impair our ability to raise funds in additional equity or debt financings.

As of August 2, 2024, we have also granted 461,713 shares of Class B Common Stock under the Asset Entities Inc. 2022 Equity Incentive Plan (the “Plan”) to officers, directors, employees, and consultants that remain outstanding. We have filed a Registration Statement on Form S-8 (File No. 333-269598) to register the offering of these shares as well as other shares under stock options or other equity compensation that may be granted to our officers, directors, employees, and consultants or reserved for future issuance under the Plan. Subject to the satisfaction of vesting conditions, all of these shares registered under the Registration Statement on Form S-8 will be available for resale immediately in the public market without restriction other than those restrictions imposed on sales by affiliates pursuant to Rule 144.

Additionally, our employees, executive officers, and directors may enter into Rule 10b5-1 trading plans providing for sales of shares of our common stock from time to time. Under a Rule 10b5-1 trading plan, a broker executes trades pursuant to parameters established by the employee, director, or officer when entering into the plan, without further direction from the employee, officer, or director. A Rule 10b5-1 trading plan may be amended or terminated in some circumstances. Our employees, executive officers, and directors also may buy or sell additional shares outside of a Rule 10b5-1 trading plan when they are not in possession of material, non-public information, subject to the Rule 144 requirements referred to above. Actual or potential resales of our common stock by our employees, executive officers, and directors as restrictions end or pursuant to registration rights may make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate. These sales could also cause the trading price of our common stock to decline and make it more difficult for you to sell shares of our common stock. The market price of shares of our common stock may drop significantly when restrictions on resale by our existing stockholders and beneficial owners lapse. The effect of these grants on the value of your shares may therefore be substantial.

We also expect that significant additional capital may be needed in the future beyond that raised in this offering to continue our planned operations, including potential acquisitions, hiring new personnel, marketing our products, and continuing activities as an operating public company. To the extent we raise additional capital by issuing equity securities, our stockholders may experience substantial dilution. We may sell common 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, convertible securities, or other equity securities in more than one transaction, investors may be materially diluted by subsequent sales. Such sales may also result in material dilution to our existing stockholders, and new investors could gain rights superior to our existing stockholders.

In the event that the market price of shares of our common stock drops significantly when the restrictions on resale by our existing stockholders lapse, existing stockholders’ dilution might be reduced to the extent that the decline in the price of shares of our common stock impedes our ability to raise capital through the issuance of additional shares of our common stock or other equity securities. However, in the event that our capital-raising ability is weakened as a result of a lower stock price, we may be unable to continue to fund our operations, which may further harm the value of our stock price.

***Investors who buy shares at different times will likely pay different prices.***

Investors who purchase shares in this offering at different times will likely pay different prices, and so may experience different levels of dilution and different outcomes in their investment results. The Selling Stockholders may sell the shares being offered by means of this prospectus at different times and at different prices.

## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the documents that we incorporate by reference herein, contains, and any applicable prospectus supplement or free writing prospectus including the documents we incorporate by reference therein may contain, forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), including statements regarding our future financial condition, business strategy and plans and objectives of management for future operations. Forward-looking statements include all statements that are not historical facts. In some cases, you can identify forward-looking statements by terminology such as “believe,” “will,” “may,” “estimate,” “continue,” “anticipate,” “intend,” “should,” “plan,” “might,” “approximately,” “expect,” “predict,” “could,” “potentially” or the negative of these terms or other similar expressions. Forward-looking statements appear in a number of places throughout this prospectus and include statements regarding our intentions, beliefs, projections, outlook, analyses or current expectations concerning, among other things:

- our ability to introduce new products and services;
- our ability to obtain additional funding to develop additional services and offerings;
- compliance with obligations under intellectual property licenses with third parties;
- market acceptance of our new offerings;
- competition from existing online offerings or new offerings that may emerge;
- our ability to establish or maintain collaborations, licensing or other arrangements;
- our ability and third parties’ abilities to protect intellectual property rights;
- our ability to adequately support future growth;
- our goals and strategies;
- our future business development, financial condition and results of operations;
- expected changes in our revenue, costs or expenditures;
- growth of and competition trends in our industry;
- the accuracy and completeness of the data underlying our or third-party sources’ industry and market analyses and projections;
- our expectations regarding demand for, and market acceptance of, our services;
- our expectations regarding our relationships with investors, institutional funding partners and other parties with whom we collaborate;
- our ability to comply with continued listing requirements of The Nasdaq Capital Market;
- fluctuations in general economic and business conditions in the markets in which we operate; and
- relevant government policies and regulations relating to our industry.

Forward-looking statements relate to future events or our future financial performance and involve known and unknown risks, uncertainties and other factors that could cause our actual results, levels of activity, performance or achievement to differ materially from those expressed or implied by these forward-looking statements. These statements reflect our current views with respect to future events and are based on assumptions and subject to such risks, uncertainties and other factors. Discussions containing forward-looking statements may be found, among other places, in the section entitled “*Risk Factors*” in this prospectus, and the sections entitled “*Business*,” “*Risk Factors*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” contained in the documents incorporated by reference herein, including our most recent Annual Report on Form 10-K and our Quarterly Reports on Form 10-Q, as well as any amendments thereto.

The forward-looking statements contained in this prospectus represent our judgment as of the date of this prospectus. We caution readers not to place undue reliance on such statements. Except as required by law, we undertake no obligation to update publicly any forward-looking statements for any reason, even if new information becomes available or other events occur in the future. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained above and throughout this prospectus.

All forward-looking statements contained in this prospectus, any applicable prospectus supplement or free writing prospectus or any document incorporated by reference herein or therein are qualified in their entirety by this cautionary statement.



## USE OF PROCEEDS

We will not receive any proceeds from the sale of Class B Common Stock by the Selling Stockholders. We will receive gross proceeds of up to \$115,500 from cash exercise of the Second Ionic Tail Warrant, but not from the sale of the underlying Class B Common Stock.

The Selling Stockholders will pay any underwriting discounts and commissions and expenses incurred by them for brokerage, accounting, tax or legal services or any other expenses incurred by them in disposing of the shares. We will bear all other costs, fees and expenses incurred in effecting the registration of the shares covered by this prospectus, including, without limitation, all registration and filing fees and fees and expenses of our counsel and our accountants.

## SELLING STOCKHOLDERS

The Class B Common Stock being offered by the Selling Stockholders are shares of Class B Common Stock issuable to the Selling Stockholders upon the conversion of shares of Series A Preferred Stock or the exercise of the Second Ionic Tail Warrant. We are registering the shares for resale in order to permit the Selling Stockholders to offer the shares for resale from time to time and to comply with our requirements under the Ionic Registration Rights Agreement.

Except as disclosed below, the Selling Stockholders have not had any position, office, or other material relationship with us or any of our predecessors or affiliates within the past three years other than with respect to the ownership of these securities, and, except as disclosed below, based on the information provided to us by the Selling Stockholders, none of the Selling Stockholders is a broker-dealer or an affiliate of a broker-dealer.

We have determined beneficial ownership in accordance with the rules of the SEC. Except as indicated by the footnotes below, we believe, based on the information furnished to us, that the persons and entities named in the table below have sole voting and investment power with respect to all shares that they beneficially own, subject to applicable community property laws.

The table below lists the Selling Stockholders and other information regarding the beneficial ownership of our Class B Common Stock by each of the Selling Stockholders. The second column lists the number of shares of Class B Common Stock beneficially owned by each of the Selling Stockholders. The third column lists the number of shares of Class B Common Stock being offered by this prospectus by the Selling Stockholders. The fourth column assumes the sale of all of the shares of Class B Common Stock being offered by the Selling Stockholders pursuant to this prospectus.

Applicable percentage ownership is based on 1,713,780 shares of Class B Common Stock outstanding as of August 2, 2024. For purposes of computing percentage ownership after this offering, we have assumed that all shares of Series A Preferred Stock into which the shares of Class B Common Stock being offered pursuant to this prospectus will be converted into shares of Class B Common Stock and sold in this offering, and that the Second Ionic Tail Warrant will be exercised in full and that the shares of Class B Common Stock issuable upon such exercise will be sold in this offering. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we deemed to be outstanding all shares issuable upon exercise of warrants, conversion of shares of Series A Preferred Stock, or exercise or conversion of other exercisable or convertible securities held by that person that are currently exercisable or convertible or that will become exercisable or convertible within 60 days of August 2, 2024. We did not deem these shares outstanding, however, for the purpose of computing the percentage ownership of any other person. Notwithstanding the foregoing, the shares of Series A Preferred Stock are subject to the Series A Beneficial Ownership Limitation, such that we shall not effect any conversion and no holder has the right to convert such shares to the extent that after giving effect to the issuance of Class B Common Stock upon conversion thereof, the holder, together with its affiliates, would beneficially own in excess of 4.99% of the number of shares of Class B Common Stock outstanding immediately after giving effect to such conversion, which such limitation may be increased to 9.99% upon no fewer than 61 days' prior notice. In addition, shares of Class B Common Stock may not be issued upon conversion of the Series A Preferred Stock except to the extent that the shares of Class B Common Stock issuable upon such conversion may be resold pursuant to Rule 144 or an effective and available registration statement, and therefore are not considered beneficially owned to the extent that such restriction applies.

The number of shares being offered by this prospectus does not give effect to the Series A Beneficial Ownership Limitation or the limitation on conversion of Series A Preferred Stock to the extent that Rule 144 or an effective registration statement is available.

The Selling Stockholders may sell all, some or none of the shares being offered in this offering. See "*Plan of Distribution*".

Name	Class B Common Stock Beneficially Owned Prior to this Offering		Number of Shares Being Offered	Class B Common Stock Beneficially Owned After this Offering	
	Number of Shares	Percentage of Outstanding Shares <sup>(1)</sup>		Number of Shares	Percentage of Outstanding Shares
Ionic Ventures, LLC <sup>(2)</sup>	85,640 <sup>(2)</sup>	4.99%	436,689 <sup>(2)</sup>	-	-
Michael R. Jacks <sup>(3)</sup>	30,800 <sup>(3)</sup>	1.77%	30,800 <sup>(3)</sup>	-	-

(1) Based on 1,713,780 shares of Class B Common Stock issued and outstanding as of August 2, 2024. Any exercisable or convertible securities exercisable or convertible within 60 days of August 2, 2024 have been included in the denominator with respect to the respective beneficial owner only.

(2) The number of shares of Class B Common Stock that are beneficially owned consists of (i) 83,177 shares of Class B Common Stock and (ii) up to 302,717 shares of Class B Common Stock currently issuable upon conversion of a variable amount of 155 shares of Series A Preferred Stock pursuant to the Registration Statement issued to Ionic in connection with the First Closing in accordance with the terms of the Certificate of Designation, reduced in the table above to give effect to the Series A Beneficial Ownership Limitation. The amount of shares of Class B Common Stock being offered consists of up to 436,689 shares of Class B Common Stock issuable upon conversion of a variable amount of 165 shares of Series A Preferred Stock issued to Ionic in connection with the Second Closing, without giving effect to the Series A Beneficial Ownership Limitation. Brendan O'Neil and Keith Coulston have shared power to vote and dispose the shares held by Ionic. Ionic's business address is 3053 Fillmore Street, Suite 256, San Francisco, CA 94123. Mr. Coulston and Mr. O'Neil disclaim beneficial ownership of the securities reported herein except to the extent of their pecuniary interest therein.

(3) The amount of shares of Class B Common Stock consists of up to 30,800 shares of Class B Common Stock issuable upon exercise of the Second Ionic Tail Warrant. The Warrant Assignee is an affiliate of Sutter, a registered broker-dealer and an affiliate of Boustead.

## PLAN OF DISTRIBUTION

The Selling Stockholders and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their securities covered hereby on any stock exchange, market or trading facility on which the securities are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices. The Selling Stockholders may use any one or more of the following methods when selling securities:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales;
- in transactions through broker-dealers that agree with the Selling Stockholders to sell a specified number of such securities at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The Selling Stockholders may also sell shares of Class B Common Stock offered by this prospectus under Rule 144 or any other exemption from registration under the Securities Act, if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the purchaser of shares of Class B Common Stock offered by this prospectus, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this prospectus, in the case of an agency transaction, not in excess of a customary brokerage commission in compliance with Rule 2121 of FINRA; and in the case of a principal transaction, a markup or markdown in compliance with FINRA Rule 2121.

Pursuant to the Ionic Purchase Agreement, from the date of execution of the Ionic Purchase Agreement (May 24, 2024) until the date that no shares of Series A Preferred Stock are outstanding, neither Ionic nor any of its affiliates or agents will execute (i) any short sales (as defined in Rule 200 of Regulation SHO under the Exchange Act) of the Class B Common Stock or (ii) any hedging transaction that establishes a net short position with respect to the Class B Common Stock.

Except as described above, in connection with the sale of shares of Class B Common Stock offered by this prospectus or interests therein, the Selling Stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the shares of Class B Common Stock in the course of hedging the positions they assume. Except as described above, the Selling Stockholders may also sell shares of Class B Common Stock offered by this prospectus short and deliver these shares to close out their short positions, or loan or pledge the shares to broker-dealers that in turn may sell these shares. The Selling Stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares of Class B Common Stock offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The Selling Stockholders and any broker-dealers or agents that are involved in selling the shares of Class B Common Stock offered by this prospectus may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares of Class B Common Stock purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act.

The shares of Class B Common Stock offered by this prospectus will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the shares of Class B Common Stock may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the shares of Class B Common Stock offered by this prospectus may not simultaneously engage in market making activities with respect to the Class B Common Stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of the Class B Common Stock by the Selling Stockholders or any other person. We will make copies of this prospectus available to the Selling Stockholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

The Ionic Registration Rights Agreement contains certain registration requirements with respect to certain of the shares of Class B Common Stock being offered by means of this prospectus. See “*Prospectus Summary – Private Placement with Ionic Ventures, LLC – Registration Rights Agreement*”. We are also required to pay certain fees and expenses incurred by the Company incident to the registration of the securities. In addition, we agreed to indemnify Ionic against certain losses, claims, damages and liabilities, including liabilities under the Securities Act, the Exchange Act, or any other law.

## LEGAL MATTERS

The validity of the shares of Class B Common Stock offered pursuant to this prospectus will be passed upon by Fennemore Craig P.C.

## EXPERTS

The audited consolidated financial statements as of December 31, 2023, and for each of the years in the two-year period ended December 31, 2023 incorporated herein by reference from the 2023 [Annual Report](#), have been audited by WWC, P.C., Certified Public Accountants, an independent registered public accounting firm, as stated in its report, which is incorporated by reference and has been so incorporated in reliance upon the report of such firm given upon its authority as experts in accounting and auditing.

## WHERE YOU CAN FIND ADDITIONAL INFORMATION

This prospectus is part of a Registration Statement on Form S-1 that we filed with the SEC registering the sale of the securities that may be offered and sold hereunder. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement, the exhibits filed therewith or the documents incorporated by reference therein. For further information about us and the securities offered hereby, reference is made to the registration statement, the exhibits filed therewith and the documents incorporated by reference therein. Statements contained in this prospectus regarding the contents of any contract or any other document that is filed as an exhibit to the registration statement are not necessarily complete, and in each instance we refer you to the copy of such contract or other document filed as an exhibit to the registration statement. We file annual, quarterly and current reports and other information with the SEC.

The SEC maintains a website that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of the website is [www.sec.gov](http://www.sec.gov).

Additionally, we make these filings available, free of charge, on our website at <https://investors.assetentities.com> as soon as reasonably practicable after we electronically file such materials with, or furnish them to, the SEC. The information on our website, other than these filings, is not, and should not be, considered part of this prospectus and is not incorporated by reference into this document.

## DOCUMENTS INCORPORATED BY REFERENCE

The SEC allows us to incorporate by reference much of the information that we file with the SEC, which means that we can disclose important information to you by referring you to those publicly available documents. The information that we incorporate by reference in this prospectus is considered to be part of this prospectus. Because we are incorporating by reference future filings with the SEC, this prospectus is continually updated and those future filings may modify or supersede some of the information included or incorporated by reference in this prospectus. This means that you must look at all of the SEC filings that we incorporate by reference to determine if any of the statements in this prospectus or in any document previously incorporated by reference have been modified or superseded. This prospectus incorporates by reference the documents listed below and any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (in each case, other than those documents or the portions of those documents furnished pursuant to Items 2.02 or 7.01 of any Current Report on Form 8-K and, except as may be noted in any such Form 8-K, exhibits filed on such form that are related to such information), until the offering of the securities under the registration statement of which this prospectus forms a part is terminated:

- our Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2023, filed with the SEC on April 2, 2024;
- our Quarterly Report on [Form 10-Q](#) for the fiscal quarter ended March 31, 2024, filed with the SEC on May 15, 2024;
- our Current Reports on Form 8-K (and any amendments thereto on Form 8-K/A), filed with the SEC on [April 2, 2024](#), [April 9, 2024](#), [April 17, 2024](#), [April 22, 2024](#), [May 16, 2024](#), [May 28, 2024](#), [May 28, 2024](#), [May 31, 2024](#), [June 20, 2024](#), [June 25, 2024](#), [June 28, 2024](#), [July 29, 2024](#), [July 30, 2024](#), and [August 6, 2024](#); and
- the description of the Class B Common Stock contained in the Company's Registration Statement on [Form 8-A](#) (File No. 001-41612), filed with the SEC on February 2, 2023, pursuant to Section 12(b) of the Exchange Act, including any amendment or report filed for the purpose of updating such description.

Any statement made in a document incorporated by reference into this prospectus or any prospectus supplement will be deemed to be modified or superseded for purposes of this prospectus or such prospectus supplement to the extent that a statement contained in this prospectus or such prospectus supplement modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus or such prospectus supplement.

We will provide to each person, including any beneficial owner, to whom a prospectus is delivered, without charge upon written or oral request, a copy of any or all of the documents that are incorporated by reference into this prospectus, other than exhibits to such documents unless such exhibits are specifically incorporated by reference into such documents. Requests should be directed to:

Asset Entities Inc.  
Attn: Secretary  
100 Crescent Ct, 7<sup>th</sup> Floor  
Dallas, TX 75201  
(214) 459-3117



**Asset Entities Inc.**

**467,489 Shares of Class B Common Stock**

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**PROSPECTUS**

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\_\_\_\_\_, 2024

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**PART II**  
**INFORMATION NOT REQUIRED IN THE PROSPECTUS**

**Item 13. Other Expenses of Issuance and Distribution**

The following table sets forth the costs and expenses, other than underwriting discounts and commissions, payable by Asset Entities Inc. (the “Registrant,” “we,” “us,” or “our”) in connection with the sale of shares of the Registrant’s Class B Common Stock, \$0.0001 par value per share (“Class B Common Stock”), being registered. All amounts, other than the Securities and Exchange Commission (“SEC”) registration fee, are estimates. We will pay all these expenses.

	<u>Amount</u>
SEC registration fee	\$ 258.76
Accounting fees and expenses	5,000
Legal fees and expenses	15,000
Transfer agent fees and expenses	5,000
Printing and miscellaneous fees	2,000
<b>Total</b>	<b><u>\$ 27,258.76</u></b>

**Item 14. Indemnification of Directors and Officers**

The Registrant is a Nevada corporation. The Registrant’s bylaws provide for indemnification of the Registrant’s officers and directors against liabilities that they may incur acting as an officer or director to the fullest extent not prohibited by Nevada law. A summary of the circumstances for which such indemnification is provided is set forth below, but this description is qualified in its entirety by reference to the Registrant’s articles of incorporation and bylaws and to the statutory provisions.

Discretionary indemnification of officers and directors is covered by Section 78.7502 of the Nevada Revised Statutes (“NRS”). Section 78.7502(1) of the NRS provides that a 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 (except an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent 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 in connection with such action, suit or proceeding if such person: (i) is not liable for a breach of fiduciary duties that involved intentional misconduct, fraud, or a knowing violation of law; or (ii) acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

NRS Section 78.7502(2) further provides that a 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 or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including amounts paid in settlement and attorneys’ fees actually and reasonably incurred in connection with the defense or settlement of the action or suit if such person: (i) is not liable for a breach of fiduciary duties that involved intentional misconduct, fraud or a knowing violation of law; or (ii) acted in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

NRS Section 78.751 provides that to the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (1) and (2) of NRS Section 78.7502, as described above, or in defense of any claim, issue or matter therein, the corporation shall indemnify such person against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection with the defense.



The Registrant's bylaws provide that the Registrant will advance expenses incurred by any director or officer in connection with a proceeding as provided by Nevada law. NRS Section 78.751 provides that a corporation may advance expenses of officers and directors incurred in defending an action upon delivery of an undertaking by such person to repay all amounts so advanced if it is ultimately determined by final judicial decision that the indemnitee is not entitled to be indemnified for such expenses. The Registrant's bylaws provide that notwithstanding the forgoing, no advance shall be made by Registrant 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 Registrant. The Registrant's bylaws also provide that the Registrant shall not be required to indemnify any director or 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 NRS or any other applicable law or (d) such indemnification is required to be made pursuant to the provisions of the bylaws providing for enforcement of indemnification rights under the bylaws.

The circumstances under which indemnification is granted in connection with an action brought on the Registrant's behalf is generally the same as those set forth above except that indemnification shall not be made for any claim, issue, or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of any appeals taken therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Indemnification may also be granted pursuant to the terms of agreements which may be entered in the future or pursuant to a vote of stockholders or directors. The NRS also grant the Registrant the power to purchase and maintain insurance which protects the Registrant's directors, officers, employees and agents against any liabilities incurred in connection with their service in such a position, and such a policy may be obtained by the Registrant.

To the maximum extent permitted by law, the Registrant's articles of incorporation eliminate or limit the liability of the Registrant's directors and officers to the Registrant or the Registrant's stockholders for monetary damages for breach of an officer or director's fiduciary duty as an officer or director. NRS Section 138(7) generally provides that a director or officer is not liable to a corporation or its stockholders or creditors for any damages that result from an act or failure to act unless (a) it is proven that such actions or failure was not in good faith, on an informed basis and with a view to the interests of the corporation and (b) the act or failure to act involved intentional misconduct, fraud, or a knowing violation of law.

The Registrant has entered into separate indemnification agreements with the Registrant's directors and officers. Each indemnification agreement provides, among other things, for indemnification to the fullest extent permitted by law and the Registrant's articles of incorporation and bylaws against any and all expenses, judgments, fines, penalties and amounts paid in settlement of any claim. The indemnification agreements provide for the advancement or payment of all expenses to the indemnitee and for reimbursement to the Registrant if it is found that such indemnitee is not entitled to such indemnification under applicable law and the Registrant's articles of incorporation and bylaws.

The Registrant has obtained standard policies of insurance under which coverage is provided (a) to the Registrant's directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act, and (b) to the Registrant with respect to payments which the Registrant may make to such directors and officers pursuant to the above indemnification provision or otherwise as a matter of law.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to directors, officers or persons controlling the Registrant under the foregoing provisions, the Registrant has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

## **Item 15. Recent Sales of Unregistered Securities**

The following are all issuances of the Registrant's securities during the past three years that were not registered under the Securities Act. Unless otherwise noted, the share and per share information in this registration statement have been adjusted to give effect to the one-for-five (1-for-5) reverse stock split of each of the Registrant's authorized and issued and outstanding Class A Common Stock, \$0.0001 par value per share (the "Class A Common Stock"), and the Registrant's authorized and issued and outstanding Class B Common Stock, which became effective as of 5:00 p.m. Eastern Time on July 1, 2024.

### ***Organizational Issuances***

On March 9, 2022, we issued two shares of Class A Common Stock for a total purchase price of \$1.00 to Asset Entities Limited Liability Company, a California limited liability company ("California LLC").

On March 28, 2022, we merged with California LLC. Pursuant to the agreement and plan of merger, the units of California LLC were automatically converted into shares of Asset Entities Inc. in the same proportion as the percentage interests of California LLC represented by such units. As a result and as further provided in the agreement and plan of merger, on March 28, 2022, Asset Entities Holdings, LLC ("AEH"), which owned 97.56% of California LLC's units, became the holder of 1,951,200 shares of Class A Common Stock of Asset Entities Inc., or 97.56% of the total issued and outstanding post-merger shares of the Registrant's common stock, \$0.0001 par value per share ("common stock"), of Asset Entities Inc., and a holder of 2.44% of California LLC's units became the holder of 48,800 shares of Class B Common Stock of Asset Entities Inc., or 2.44% of the total issued and outstanding post-merger shares of common stock of Asset Entities Inc.

### ***Private Placements Prior to Initial Public Offering***

On April 21, 2022, we entered into Cancellation and Exchange Agreements with Asset Entities Holdings, LLC, a Texas limited liability company ("AEH"), the holder of 1,951,200 shares of Class A Common Stock, GKDB AE Holdings, LLC ("GKDB"), the holder of 200,000 units of membership interests in AEH representing 20.0% ownership of AEH, and certain holders of 790,000 units of membership interests in GKDB (the "Former GKDB Holders") representing 39.5% ownership in GKDB. In accordance with these agreements, we and AEH agreed to convert 154,145 shares of AEH's Class A Common Stock into 154,145 shares of Class B Common Stock and transfer such shares to GKDB, in exchange for GKDB's agreement to cancel and surrender 79,000 of GKDB's 200,000 units of membership interests in AEH, representing the Former GKDB Holders' 39.5% share of GKDB's total ownership interest in AEH. GKDB in turn agreed to the cancellation of 79,000 of its AEH units and transfer of the 154,145 shares of Class B Common Stock to the Former GKDB Holders in proportion to their former ownership interests in GKDB, in exchange for the Former GKDB Holders' agreement to cancel and surrender all of their units of membership interests in GKDB. The 154,145 shares of Class B Common Stock transferred to the Former GKDB Holders were derived from the Former GKDB Holders' 7.9% nominal indirect interest in AEH's 1,951,200 shares of Class A Common Stock, which in turn was derived from the Former GKDB Holders' 39.5% ownership of GKDB and, in turn, their nominal indirect interest in 79,000 of GKDB's 200,000 units, or 20.0% ownership of AEH. The Former GKDB Holders' nominal indirect interest in AEH's 1,951,200 shares of Class A Common Stock was therefore automatically converted into ownership of 154,145 shares of Class B Common Stock upon the conversion and transfer of this number of Class A Common Stock that were held by AEH to the Former GKDB Holders. As a result of these transactions, AEH held 1,797,055 shares of Class A Common Stock and the Former GKDB Holders held a total of 154,145 shares of Class B Common Stock.

On June 9, 2022, October 7, 2022, and October 21, 2022, we conducted private placements of shares of Class B Common Stock and entered into certain subscription agreements with a number of investors. Pursuant to the agreements, we issued 150,000 shares of Class B Common Stock at \$5.00 per share for a total of \$750,000. The shares were subject to certain lockup provisions until 365 days after the commencement of trading of our Class B Common Stock, subject to certain exceptions. However, these lockup provisions have been fully waived. If the Registrant's common stock had not been listed on a national securities exchange on or before the first anniversary of the final closing of the private placement, then all of the private placement investors would have been entitled to receive one additional share for each share originally purchased. Boustead Securities, LLC ("Boustead"), the representative of the underwriters in our initial public offering, acted as placement agent in each private placement. Pursuant to our engagement letter agreement with Boustead (the "Boustead Engagement Letter"), in addition to payments of a success fee of \$52,500, or 7% of the total purchase price of the shares sold in the private placements, and a non-accountable expense allowance of \$7,500, or 1% of the total purchase price of the shares sold in the private placement, we agreed to issue Boustead five-year warrants (the "2022 Warrants") to purchase up to 10,500 shares of Class B Common Stock in aggregate, exercisable on a cashless basis, with an exercise price of \$31.25 per share, subject to adjustment.

The 2022 Warrants also provide that if the Registrant declares or makes any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of common stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a “Distribution”), at any time after the issuance of the 2022 Warrants, then, in each such case, the holder(s) of the 2022 Warrants shall be entitled to participate in such Distribution to the same extent that the holder(s) would have participated therein if the holder(s) had held the number of shares of common stock acquirable upon a complete exercise of the 2022 Warrants (without regard to any limitations on exercise thereof) immediately before the date on which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of common stock are to be determined for the participation in such Distribution. Notwithstanding the Boustead Engagement Letter, the 2022 Warrants do not contain piggyback registration rights and do not contain anti-dilution provisions for future stock issuances, etc., at a price or at prices below the exercise price per share, or provide for automatic exercise immediately prior to expiration. See Item 7. “*Management’s Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources – Engagement Letter with Boustead Securities, LLC*” of the Registrant’s [Annual Report on Form 10-K](#) for the fiscal year ended December 31, 2023, which is incorporated by reference herein, for a description of related terms of the Boustead Engagement Letter.

#### ***Private Placements with Triton Funds LP***

On June 30, 2023, the Registrant entered into a Closing Agreement (the “Triton Closing Agreement”) with Triton Funds LP, a Delaware limited partnership (“Triton”). Under the Closing Agreement, the Registrant agreed to sell to Triton, at its option, shares of Class B Common Stock having an aggregate value of \$1,000,000 (the “Triton Shares”), pursuant to a registration statement to be filed and made effective for the resale of the Triton Shares. Subject to the terms of the Triton Closing Agreement, the Registrant was provided a right to deliver a closing notice (the “Triton Closing Notice”) and issue the Triton Shares to Triton at any time before September 30, 2023, pursuant to which Triton had agreed to purchase the Triton Shares for \$1,000,000 before deducting a \$25,000 administrative fee. The price of each of the Triton Shares was agreed to be 85% of the lowest daily volume-weighted average price of the Class B Common Stock during the five business days prior to the closing of the purchase of the Triton Shares (the “Triton Closing”). The Triton Closing was required to occur within five business days after the Triton Shares were received by Triton. Triton’s obligation to purchase the Triton Shares was conditioned on the effectiveness of a registration statement covering the resale of the Triton Shares and Triton’s ownership not exceeding 9.99% of the Class B Common Stock outstanding as of June 30, 2023.

The Triton Closing Agreement contained additional requirements, including that the Registrant maintain the listing of the Class B Common Stock on the primary market on which the Class B Common Stock is listed and provide notice to Triton of certain events affecting registration or that may suspend its right to submit the Triton Closing Notice. The Registrant also agreed to provide indemnification against liabilities relating to misrepresentations, breaches of obligations, and third-party claims relating to the Triton Closing Agreement, with certain exceptions. The Triton Closing Agreement provided that it would expire either upon the Triton Closing or September 30, 2023.

On August 1, 2023, the Registrant entered into an Amended and Restated Closing Agreement (the “Triton Amended and Restated Closing Agreement”) with Triton. Subject to its terms, the Triton Amended and Restated Closing Agreement provided that the Registrant may deliver a Triton Closing Notice and issue certain securities to Triton at any time on or before September 30, 2023, pursuant to which Triton agreed to be required to purchase such securities of the Registrant with an aggregate gross purchase price of \$1,000,000 in the following manner. Upon delivery of a Triton Closing Notice and the issuance and delivery of securities as described below, Triton agreed to purchase Triton Shares in an amount equal to up to 9.99% of the outstanding shares of Class B Common Stock following such purchase, pre-funded warrants (“Triton Pre-Funded Warrants” and together with Triton Shares, “Triton Securities”) that may be exercised to purchase an amount of newly-issued shares of Class B Common Stock (“Triton Warrant Shares”), or both Triton Shares and Triton Pre-Funded Warrants, such that the aggregate price of the Triton Shares and the Triton Pre-Funded Warrants together with the exercise price to be paid upon full exercise of the Triton Pre-Funded Warrants was required to equal a total gross purchase price of \$1,000,000. Any proceeds under the Triton Amended and Restated Closing Agreement must be reduced by a \$25,000 administrative fee. The Triton Amended and Restated Closing Agreement also provided that it would expire either upon the date that Triton paid the required purchase price after receiving a Triton Closing Notice, or September 30, 2023. The terms of the price of the Triton Securities and the required date of the Triton Closing were not amended, except that if Triton elected to purchase Triton Pre-Funded Warrants in lieu of Triton Shares, then the purchase price per Triton Pre-Funded Warrant acquired would be reduced by \$0.01 with such \$0.01 being the exercise price of the Triton Pre-Funded Warrant.

The Triton Amended and Restated Closing Agreement provided that Triton's obligation to purchase the Triton Securities was subject to certain conditions. These conditions included the filing and effectiveness of the required registration statement for the resale of the Triton Securities. In addition, the Class B Common Stock was required to remain listed on the Nasdaq Capital Market tier of The Nasdaq Stock Market LLC ("Nasdaq"), and the issuance of the Triton Securities was required to not violate any requirements of Nasdaq. Triton's purchase requirement was also subject to provisions that prevented Triton from acquiring shares of Class B Common Stock at the time of any sale of the Triton Securities or exercise of the Triton Pre-Funded Warrants that would result in the number of shares beneficially owned by Triton and its affiliates exceeding 9.99% of the total number of shares of Class B Common Stock outstanding immediately after giving effect to the issuance of the shares under the Triton Amended and Restated Closing Agreement or the Triton Pre-Funded Warrants (the "Triton Beneficial Ownership Limitation"). The Triton Amended and Restated Closing Agreement provided for the issuance of the Triton Pre-Funded Warrants in lieu of issuance of some or all the Triton Shares, with an exercise price of \$0.01 per share and with no expiration date, if, in Triton's sole discretion, it would otherwise exceed the Triton Beneficial Ownership Limitation, or otherwise upon Triton's election. For each of the Triton Shares that Triton instead elected to be issuable as Triton Warrant Shares, the number of Triton Shares that we were required to issue to Triton at the time of any sale of the Triton Securities was required to be decreased on a one-for-one basis. We were also required to provide indemnification against liabilities relating to misrepresentations, breaches of obligations, and third-party claims relating to the Triton Amended and Restated Closing Agreement, with certain exceptions.

In connection with the Triton Amended and Restated Closing Agreement, pursuant to the Boustead Engagement Letter, upon a closing under the Triton Amended and Restated Closing Agreement, the Registrant must pay Boustead a cash fee equal to 7% of the gross proceeds to be received from such closing and pay Boustead a non-accountable expense allowance equal to 1% of the gross proceeds to be received from such closing. The Registrant must also issue Boustead a warrant with respect to any Triton Shares exercisable for a number of shares of Class B Common Stock equal to 7% of the number of the Triton Shares at an exercise price equal to the price per share for the Triton Shares, and a warrant with respect to the issuance of any Triton Pre-Funded Warrants exercisable for a number of shares of Class B Common Stock equal to 7% of the Triton Warrant Shares at an exercise price equal to \$0.01 per share (any such warrant, a "Triton Tail Warrant"). Each Triton Tail Warrant must be exercisable for a period of five years and contain cashless exercise provisions. The Registrant also must reimburse Boustead for all reasonable invoiced out-of-pocket expenses in connection with its performance of any services relating to the Triton Amended and Restated Closing Agreement, regardless of whether a sale under the Triton Amended and Restated Closing Agreement occurred. For further discussion of the Boustead Engagement Letter, see Item 7. "*Management's Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources – Engagement Letter with Boustead Securities, LLC*" of the Registrant's [Annual Report on Form 10-K](#) for the fiscal year ended December 31, 2023, which is incorporated by reference herein, for a description of related terms of the Boustead Engagement Letter.

On August 18, 2023, the Registrant filed a registration statement on Form S-1 (File No. 333-274079) to register the offer and sale of the Triton Securities in an amount of up to 177,000 shares of Class B Common Stock consisting of Triton Shares and Triton Warrant Shares. The registration statement also registered the offer and sale of up to 12,390 shares of Class B Common Stock under Triton Tail Warrants. The registration statement was declared effective by the SEC on September 6, 2023.

Under an Amendment to Triton Amended and Restated Closing Agreement (the "First Triton Amendment"), dated as of September 27, 2023, the Registrant and Triton agreed to amend the Triton Amended and Restated Closing Agreement (as amended, the "Amended A&R Closing Agreement") to provide that the Amended A&R Closing Agreement will expire on December 30, 2023 instead of September 30, 2023; to provide that up to an aggregate value of \$1,000,000 of the Class B Common Stock, based on the purchase price formula described above, may be sold and purchased pursuant to a Triton Closing Notice; and to amend the form of Triton Closing Notice to provide for a specific number of shares that may be sold to Triton under the Amended A&R Closing Agreement. The First Triton Amendment did not amend any of the other provisions of the Triton Amended and Restated Closing Agreement.

As an incentive to Triton to enter into the First Triton Amendment and agree to the extension of the term of the \$1,000,000 equity line under the Amended A&R Closing Agreement to December 30, 2023, the Registrant indicated to Triton that it would deliver a Triton Closing Notice under the Amended A&R Closing Agreement to sell a number of shares of Class B Common Stock equal to approximately 4.9% of the outstanding shares of Class B Common Stock prior to the sale. Therefore, on September 29, 2023, under the Amended A&R Closing Agreement, the Registrant delivered a Triton Closing Notice to Triton (the "First Triton Closing Notice") for the purchase of 52,682 Triton Shares (the "First Triton Shares"), which was the amount of shares of Class B Common Stock equal to approximately 4.9% of the shares of Class B Common Stock outstanding on that date. Pursuant to the Amended A&R Closing Agreement, the closing date for this purchase was required to take place within five business days after the Triton Shares were delivered to Triton. On the date of this Triton Closing (the "First Triton Closing"), Triton was required to pay the Registrant a purchase price per share equal to 85% of the lowest daily volume-weighted average price of the Class B Common Stock during the five business days prior to the date of the First Triton Closing, the proceeds of which would be reduced by the \$25,000 administrative fee, in accordance with the terms of the Amended A&R Closing Agreement.

On October 4, 2023, the First Triton Shares were received by Triton. Pursuant to the Amended A&R Closing Agreement, on the fifth business day following the day that the First Triton Shares were received, Triton was required to pay the Registrant approximately \$45,841, based on a price per share of \$1.3447, equal to 85% of \$1.582, the lowest daily volume-weighted average price of the Class B Common Stock during the five-business-day period ending October 11, 2023, less the \$25,000 administrative fee. The Registrant received payment of this amount on October 13, 2023.

In connection with the First Triton Closing, pursuant to the Boustead Engagement Letter and the underwriting agreement between us and Boustead, as representative of the underwriters of our initial public offering, dated February 2, 2023 (the “Underwriting Agreement”), the Registrant was required to pay Boustead a fee equal to 7% of the aggregate purchase price, and non-accountable expense allowance equal to 1% of the aggregate purchase price for the First Triton Shares. In addition, the Registrant issued a Triton Tail Warrant to Boustead for the purchase of 3,688 shares of Class B Common Stock, equal to 7% of the number of the First Triton Shares, with an exercise price of \$1.3447 per share, equal to the purchase price per share of the First Triton Shares. The Triton Tail Warrant is exercisable for a period of five years and contains cashless exercise provisions.

Under a Second Amendment to Triton Amended and Restated Closing Agreement (the “Second Triton Amendment”), dated as of December 30, 2023, the Registrant and Triton agreed to amend the Amended A&R Closing Agreement to provide that the Amended A&R Closing Agreement will expire on March 31, 2024, instead of December 30, 2023. The Second Triton Amendment did not amend any of the other provisions of the Amended A&R Closing Agreement.

Under a Third Amendment to Amended and Restated Closing Agreement (the “Third Triton Amendment”), dated as of March 29, 2024, the Registrant and Triton agreed to amend the Amended A&R Closing Agreement to provide that the Amended A&R Closing Agreement will expire on April 30, 2024, instead of March 31, 2024. The Third Triton Amendment did not amend any of the other provisions of the Amended A&R Closing Agreement.

Pursuant to the Amended A&R Closing Agreement, as amended by each of the Second Triton Amendment and the Third Triton Amendment, on March 27, 2024, the Registrant delivered a Triton Closing Notice to Triton informing Triton that the Registrant had elected to exercise its right to sell Triton 124,318 Triton Shares (the “Second Triton Shares”). The price of each of the Second Triton Shares was required to be 85% of the lowest daily volume-weighted average price of the Class B Common Stock during the five business days prior to the Triton Closing for the sale of the Second Triton Shares (the “Second Triton Closing”), and the Second Triton Closing was required to occur within five business days after the date that the Second Triton Shares were received by Triton.

On April 10, 2024, the date of the Second Triton Closing, the price of the Second Triton Shares was determined to be \$1.70 per share based on the lowest daily volume-weighted average price of the Class B Common Stock during the five business days prior to the Second Triton Closing. On April 17, 2024, the Registrant received gross proceeds of \$211,341.

In connection with the Second Triton Closing, pursuant to the Boustead Engagement Letter and the Underwriting Agreement, the Registrant paid Boustead a fee equal to 7% of the aggregate purchase price and a non-accountable expense allowance equal to 1% of the aggregate purchase price for the Second Triton Shares. In addition, the Registrant issued a Triton Tail Warrant to Boustead for the purchase of 8,702 shares of Class B Common Stock, equal to 7% of the number of the Triton Shares, with an exercise price of \$1.70 per share, equal to the purchase price per share of the Second Triton Shares. The Triton Tail Warrant is exercisable for a period of five years and contains cashless exercise provisions.

#### **Private Placement with Ionic Ventures, LLC**

##### ***Securities Purchase Agreement***

Under a Securities Purchase Agreement, dated as of May 24, 2024, as amended by a First Amendment to Securities Purchase Agreement, dated as of June 13, 2024 (as amended, the “Ionic Purchase Agreement”), between the Registrant and Ionic Ventures, LLC, a California limited liability company (“Ionic”), the Registrant agreed to the issuance and sale of up to 330 shares of the Registrant’s newly designated Series A Convertible Preferred Stock, \$0.0001 par value per share (the “Series A Preferred Stock”), for maximum gross proceeds of \$3,000,000. The shares of the Series A Preferred Stock are convertible into shares of Class B Common Stock. Pursuant to the Ionic Purchase Agreement, we are required to issue and sell 165 shares of Series A Preferred Stock at each of two closings subject to the satisfaction of the terms and conditions for each closing. The first closing (the “First Closing”) occurred on May 24, 2024 for the issuance and sale of 165 shares of Series A Preferred Stock for gross proceeds of \$1,500,000. The second closing (the “Second Closing”), for the issuance and sale of 165 shares of Series A Preferred Stock for gross proceeds of \$1,500,000, occurred on July 29, 2024, which was the first business day on which the conditions specified in the Ionic Purchase Agreement for the Second Closing were satisfied or waived, including the filing and effectiveness of the First Registration Statement (as defined below) and the effectiveness of the Stockholder Approval (as defined below).

### ***Registration Rights Agreement***

In connection with the Ionic Purchase Agreement, we agreed to provide certain registration rights to Ionic, pursuant to the Registration Rights Agreement, dated as of May 24, 2024, between the Registrant and Ionic (the “Ionic Registration Rights Agreement”). The Ionic Registration Rights Agreement provides for the registration for resale of any and all shares of Class B Common Stock issuable to Ionic with respect to the shares of Series A Preferred Stock under the Ionic Purchase Agreement (the “Registrable Conversion Shares”). Within the later of 15 calendar days of the First Closing or May 24, 2024, we were required to file a registration statement (the “First Registration Statement”) for the offer and resale of the maximum number of Registrable Conversion Shares permitted to be covered in accordance with applicable SEC rules, regulations and interpretations. The First Registration Statement was required to be declared effective within 45 days of the First Closing, or 90 days if the First Registration Statement received a review. Pursuant to these requirements, a Registration Statement on Form S-1 (File No. 333-280020) was originally filed by the Registrant with the SEC on June 7, 2024 to register the offer and resale of 385,894 shares of Class B Common Stock, which was considered the maximum number of Registrable Conversion Shares permitted to be covered in accordance with applicable SEC rules, regulations and interpretations, and was declared effective by the SEC on July 24, 2024.

If an additional registration statement must be filed to cover the resale of Registrable Conversion Shares that were not permitted to be included in the First Registration Statement in accordance with applicable SEC rules, regulations and interpretations, we must file an additional registration statement (the “Second Registration Statement”) within 15 days of the Second Closing for the maximum number of Registrable Conversion Shares permitted to be covered in accordance with applicable SEC rules, regulations and interpretations. The Second Registration Statement must be declared effective within 45 days of the Second Closing, or 90 days if the Second Registration Statement receives a review. Pursuant to these requirements, this registration statement was filed with the SEC.

In the event the number of shares of Class B Common Stock available under the First Registration Statement and the Second Registration Statement is insufficient to cover all of the Registrable Conversion Shares, we will be required to file at least one additional registration statement (each of such additional registration statement, the First Registration Statement, and the Second Registration Statement, and collectively, the “Registration Statement”) within 14 days of the date that the necessity arises and that such additional Registration Statement may be filed under SEC rules to cover such Registrable Conversion Shares up to the maximum permitted to be covered under SEC rules, which must be made effective within 45 days of such date, or 90 days if such additional Registration Statement receives a review. Any failure to meet the filing deadline for either the First Registration Statement or the Second Registration Statement (“Filing Failure”) would have resulted in liquidated damages of 20,000 shares of Class B Common Stock. Any failure to meet the effectiveness deadline for any Registration Statement (“Effectiveness Failure”) will result in liquidated damages of 20,000 shares of Class B Common Stock. Each of the shares issuable upon a Filing Failure or an Effectiveness Failure must also be covered by a Registration Statement to the same extent as the Registrable Conversion Shares. We will be required to use our best efforts to keep each Registration Statement effective until all such shares of Class B Common Stock are sold or may be sold without restriction pursuant to Rule 144 under the Securities Act (“Rule 144”), and without the requirement for us to be in compliance with the current public information requirement under Rule 144.

### ***Terms of Series A Convertible Preferred Stock under Certificate of Designation and Securities Purchase Agreement***

Pursuant to the Ionic Purchase Agreement, on May 24, 2024, we filed the Certificate of Designation of Series A Convertible Preferred Stock of the Registrant with the Secretary of State of the State of Nevada, as amended by the Certificate of Amendment to Designation filed with the Secretary of State of the State of Nevada on June 14, 2024 (as amended, the “Certificate of Designation”), designating 660 shares of the Registrant’s Preferred Stock, \$0.0001 par value per share, as “Series A Convertible Preferred Stock,” and setting forth the voting and other powers, preferences and relative, participating, optional or other rights of the Series A Preferred Stock. Each share of Series A Preferred Stock has an initial stated value (“Stated Value”) of \$10,000 per share.

The Series A Preferred Stock ranks senior to all other capital stock of the Registrant with respect to the payment of dividends, distributions and payments upon the liquidation, dissolution and winding up of the Registrant, unless the holders of the majority of the outstanding shares of Series A Preferred Stock consent to the creation of other capital stock of the Registrant that is senior or equal in rank to the Series A Preferred Stock.

Holders of Series A Preferred Stock will be entitled to receive cumulative dividends, in shares of Class B Common Stock (or cash at the Registrant's option) on the Stated Value at an annual rate of 6% (which will increase to 12% if a Triggering Event (as defined in the Certificate of Designation) occurs until such Triggering Event, if curable, is cured). Dividends will be payable upon conversion or redemption of the Series A Preferred Stock.

Holders of Series A Preferred Stock will be entitled to convert shares of Series A Preferred Stock into a number of shares of Class B Common Stock determined by dividing the Stated Value of such shares (plus any accrued but unpaid dividends and other amounts due, unless paid by the Registrant in cash) by the conversion price of the Series A Preferred Stock (the "Conversion Price"). The initial Conversion Price is \$3.75, subject to adjustment including adjustments due to full-ratchet anti-dilution provisions. Holders may elect to convert shares of Series A Preferred Stock to Class B Common Stock at an alternate Conversion Price equal to 85% (or 70% if the Registrant's Class B Common Stock is suspended from trading on or delisted from a principal trading market or upon occurrence of a Triggering Event) of the average lowest daily volume weighted average price of the Class B Common Stock during the Alternate Conversion Measuring Period (as defined in the Certificate of Designation).

A holder of Series A Preferred Stock may not convert the Series A Preferred Stock into Class B Common Stock to the extent that such conversion would cause such holder's beneficial ownership of Class B Common Stock to exceed 4.99% of the outstanding Class B Common Stock immediately after conversion, which may be increased by the holder to up to 9.99% upon no fewer than 61 days' prior notice (the "Series A Beneficial Ownership Limitation"). In addition, if a conversion would result in the issuance of an amount of shares of Class B Common Stock exceeding 19.99% of the Registrant's outstanding common stock, which number of shares would be reduced, on a share-for-share basis, by the number of shares of common stock issued or issuable pursuant to any transaction or series of transactions that may be aggregated with the transactions contemplated by the Certificate of Designation under applicable rules of Nasdaq, including Nasdaq Listing Rule 5635(d) (such amount, the "Exchange Limitation"), the Conversion Price would be required to be at least equal to the price (the "Minimum Price") that would be the lower of the last closing price of the stock immediately preceding the signing of the related binding agreement and the average closing price for the five Trading Days (as defined below) immediately preceding the signing of the related binding agreement, before the effectiveness of the approval of such number of the holders of the outstanding shares of the Registrant's voting securities as required by the Bylaws of the Registrant (the "Bylaws") and the NRS, to ratify and approve all of the transactions contemplated by the Transaction Documents (as defined in the Ionic Purchase Agreement), including the issuance of all of the shares of Series A Preferred Stock and shares of Class B Common Stock upon conversion of the shares of Series A Preferred Stock, all as may be required by the applicable rules and regulations of The Nasdaq Capital Market tier of Nasdaq (or any successor entity) (the "Stockholder Approval"). The Ionic Purchase Agreement requires that the Registrant obtain the Stockholder Approval by the prior written consent of the requisite stockholders to obtain the approval of such number of the holders of the outstanding shares of the Registrant's voting securities as required by the Bylaws and the NRS, to ratify and approve all of the transactions contemplated by the Transaction Documents, including the issuance of all of the shares of Series A Preferred Stock and shares of Class B Common Stock issuable upon conversion of such shares pursuant to the Ionic Purchase Agreement, all as may be required by the applicable rules and regulations of The Nasdaq Capital Market tier of Nasdaq (or any successor entity). The Conversion Price also may not be lower than a separate floor price (the "Floor Price") of \$0.4275 per share. The Series A Preferred Stock also may not be converted except to the extent that the shares of Class B Common Stock issuable upon such conversion may be resold pursuant to Rule 144 or an effective and available registration statement.

The Ionic Purchase Agreement and the Certificate of Designation require that the Registrant file a Preliminary Information Statement on Schedule 14C with the SEC within 10 days of the date of the First Closing followed by the filing of a Definitive Information Statement on Schedule 14C with the SEC within 20 days of the date of the First Closing, or within 45 days of the date of the First Closing if delayed due to a court or regulatory agency, including but not limited to the SEC, which shall disclose the Stockholder Approval. In accordance with the rules of the SEC, the Stockholder Approval will become effective 20 days after the Definitive Information Statement is sent or given in accordance with SEC rules. Prior to such date of effectiveness, if the number of shares of Class B Common Stock subject to a conversion would exceed the Exchange Limitation prior to the date of the effectiveness of the Stockholder Approval, and the Conversion Price for such conversion would otherwise be lower than the Minimum Price or the Floor Price, then, upon any conversion of shares of Series A Preferred Stock, the Stated Value will automatically be increased by an amount equal to the product obtained by multiplying (A) the higher of (I) the highest price that the Class B Common Stock trades at on the Trading Day immediately preceding the conversion date and (II) the applicable Conversion Price and (B) the difference obtained by subtracting (I) the number of shares of Class B Common Stock delivered (or to be delivered) to the holder on the applicable conversion date with respect to such conversion of Series A Preferred Stock from (II) the quotient obtained by dividing (x) the applicable value of the Series A Preferred Stock being converted that the holder has elected to be the subject of the applicable conversion of Series A Preferred Stock, by (y) the applicable Conversion Price.

In accordance with the requirements and provisions described above, on May 24, 2024, the Registrant obtained the Stockholder Approval by execution of a written consent in lieu of a special meeting of a majority of the voting power of the stockholders of the Registrant approving a resolution approving the issuance of Class B Common Stock in aggregate in excess of the limitations provided by Nasdaq Listing Rule 5635(d), including that an amount of shares of Class B Common Stock equal to or greater than 20% of the total common stock or voting power outstanding on the date of the Certificate of Designation may be issued pursuant to the Certificate of Designation at a price that may be less than the Minimum Price. On May 31, 2024, the Registrant filed a Preliminary Information Statement on Schedule 14C with the SEC. On June 13, 2024, the Registrant filed a Definitive Information Statement on Schedule 14C with the SEC disclosing the Stockholder Approval. As of the 20<sup>th</sup> day following actions meeting these and other applicable requirements, the Registrant will be permitted to issue more than the limited number of shares as defined by the Exchange Limitation, at a Conversion Price that may be below the Minimum Price.

Under the Ionic Purchase Agreement, if the closing price of the Class B Common Stock falls below \$3.75 per share, the holder's total sales of Class B Common Stock will be restricted. The holder may only sell either the greater of \$25,000 per Trading Day or 15% of the daily trading volume of the Class B Common Stock reported by Bloomberg, LP, until the closing price exceeds \$3.75. "Trading Day" is defined as a day on which the principal trading market for the Class B Common Stock is open for trading for at least six hours.

In addition, while any of the shares of Series A Preferred Stock are outstanding, if the closing price of the Class B Common Stock is equal to or less than \$0.4275 per share for a period of ten consecutive Trading Days, then the Registrant will promptly take all corporate action necessary to authorize a reverse stock split of the Class B Common Stock by a ratio equal to or greater than 300% of the quotient obtained by dividing \$0.4275 by the lowest closing price of the Class B Common Stock during such ten-Trading Day period, including calling a special meeting of stockholders to authorize such reverse stock split or obtaining written consent for such reverse stock split, and voting the management shares of the Registrant in favor of such reverse stock split.

The Series A Preferred Stock will automatically convert to Class B Common Stock upon the 24-month anniversary of the initial issuance date of the Series A Preferred Stock.

The Registrant will have the right at any time to redeem all or any portion of the Series A Preferred Stock then outstanding at a price equal to 110% of the Stated Value plus any accrued but unpaid dividends and other amounts due.



Holders of the Series A Preferred Stock will generally have the right to vote on an as-converted basis with the Class B Common Stock, subject to the Series A Beneficial Ownership Limitation.

We may not sell securities in a financing transaction while Ionic beneficially owns any of the Series A Preferred Stock or the common stock until the end of the 30-day period following the initial date of the effectiveness of the First Registration Statement or during any Alternate Conversion Measuring Period. In addition, the Registrant may not file any other registration statement or any offering statement under the Securities Act, other than a registration statement on Form S-8 or supplements or amendments to registration statements that were filed and effective as of the date of the Ionic Purchase Agreement, unless each Registration Statement is effective and the respective prospectus is available for use, or the shares of Series A Preferred Stock and underlying shares of Class B Common Stock that must be included in each Registration Statement under the Ionic Registration Rights Agreement may be resold without limitation under Rule 144.

### ***Compensation to Boustead Securities, LLC***

In connection with each closing under the Ionic Purchase Agreement, pursuant to the Boustead Engagement Letter and the Underwriting Agreement, we were required to pay Boustead a fee equal to 7% of the aggregate purchase price and a non-accountable expense allowance equal to 1% of the aggregate purchase price for the Series A Preferred Stock. On the date of each of the First Closing and the Second Closing, we therefore paid Boustead \$120,000, for a total amount of \$240,000. In addition, on the date of the First Closing, the Registrant was required to issue a warrant to Boustead for the purchase of 30,800 shares of Class B Common Stock, equal to 7% of the number of shares of Class B Common Stock that may be issued upon conversion of the shares of Series A Preferred Stock sold at the First Closing at the initial Conversion Price of \$3.75 per share (the "First Ionic Tail Warrant"). On the date of the Second Closing, the Registrant was required to issue an additional warrant to Boustead for the purchase of 30,800 shares of Class B Common Stock, equal to 7% of the number of shares of Class B Common Stock that may be issued upon conversion of the shares of Series A Preferred Stock sold at the Second Closing at the initial Conversion Price of \$3.75 per share, subject to the Exchange Limitation before the effectiveness of the Stockholder Approval (the "Second Ionic Tail Warrant"). The First Ionic Tail Warrant and the Second Ionic Tail Warrant have an exercise price of \$3.75 per share, are exercisable for a period of five years, and contain cashless exercise provisions. In addition, we are required to issue 1,400 shares of Class B Common Stock to Boustead upon the occurrence of each Effectiveness Failure. Notwithstanding certain provisions in the Boustead Engagement Letter, the First Ionic Tail Warrant and the Second Ionic Tail Warrant will not contain piggyback registration rights and will not contain anti-dilution provisions for future stock issuances, etc., at a price or at prices below the exercise price per share, or provide for automatic exercise immediately prior to expiration. The First Ionic Tail Warrant and the Second Ionic Tail Warrant may be deemed to be compensation by the Financial Industry Regulatory Authority, Inc. ("FINRA"), and may be subject to limits on exercise under FINRA rules. On July 29, 2024, the rights to the Second Ionic Tail Warrant were assigned to Michael R. Jacks, an affiliate of Sutter Securities, Inc., a registered broker-dealer and an affiliate of Boustead.

### ***General***

Unless otherwise stated above, the issuances of these securities were made in reliance upon exemptions provided by Section 4(a)(2) of the Securities Act and/or Rule 506(b) of Regulation D thereunder for the offer and sale of securities not involving a public offering.

No underwriter was engaged in connection with the foregoing sales of securities. The Registrant has reason to believe that all of the foregoing purchasers were familiar with or had access to information concerning the operations and financial conditions of the Registrant, and all of those individuals or entities purchasing securities represented that they were accredited investors, acquiring the shares for investment and without a view to the distribution thereof. At the time of issuance, all of the foregoing securities were deemed to be restricted securities for purposes of the Securities Act and the certificates representing such securities bore legends to that effect.

**Item 16. Exhibits.**

## (a) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
2.1	<a href="#">Agreement and Plan of Merger, dated as of March 11, 2022, by and between Asset Entities Limited Liability Company and Asset Entities Inc. (incorporated by reference to Exhibit 2.1 to Registration Statement on Form S-1 filed on September 2, 2022).</a>
3.1	<a href="#">Articles of Incorporation of Asset Entities Inc. (incorporated by reference to Exhibit 3.1 to Registration Statement on Form S-1 filed on September 2, 2022).</a>
3.2	<a href="#">Bylaws of Asset Entities Inc. (incorporated by reference to Exhibit 3.2 to Registration Statement on Form S-1 filed on September 2, 2022).</a>
3.3	<a href="#">Certificate of Designation of Series A Convertible Preferred Stock of Asset Entities Inc. filed with the Secretary of State of the State of Nevada on May 24, 2024 (incorporated by reference to Exhibit 3.3 to Registration Statement on Form S-1 filed on June 7, 2024).</a>
3.4	<a href="#">Certificate of Amendment to Designation of Asset Entities Inc. filed with the Secretary of State of the State of Nevada on June 14, 2024 (incorporated by reference to Exhibit 3.1 to Current Report on Form 8-K filed on June 20, 2024).</a>
3.5	<a href="#">Certificate of Change of Asset Entities Inc. filed with the Secretary of State of the State of Nevada on June 27, 2024 (incorporated by reference to Exhibit 3.1 to Current Report on Form 8-K filed on June 28, 2024).</a>
4.1	<a href="#">Warrant To Purchase Class B Common Stock issued to Boustead Securities, LLC, dated June 9, 2022 (incorporated by reference to Exhibit 4.2 to Annual Report on Form 10-K filed on March 31, 2023).</a>
4.2	<a href="#">Warrant To Purchase Class B Common Stock issued to Boustead Securities, LLC, dated October 7, 2022 (incorporated by reference to Exhibit 4.3 to Annual Report on Form 10-K filed on March 31, 2023).</a>
4.3	<a href="#">Warrant To Purchase Class B Common Stock issued to Boustead Securities, LLC, dated October 21, 2022 (incorporated by reference to Exhibit 4.4 to Annual Report on Form 10-K filed on March 31, 2023).</a>
4.4	<a href="#">Common Stock Purchase Warrant issued to Boustead Securities, LLC, dated February 7, 2023 (incorporated by reference to Exhibit 4.1 to Current Report on Form 8-K filed on February 8, 2023).</a>
4.5	<a href="#">Form of Pre-Funded Common Stock Purchase Warrant (incorporated by reference to Exhibit 4.1 to Current Report on Form 8-K filed on August 7, 2023).</a>
4.6	<a href="#">Form of Warrant To Purchase Class B Common Stock issuable to Boustead Securities, LLC (incorporated by reference to Exhibit 4.2 to Current Report on Form 8-K filed on August 7, 2023).</a>
4.7	<a href="#">Warrant To Purchase Class B Common Stock issued to Boustead Securities, LLC, dated as of May 24, 2024 (incorporated by reference to Exhibit 4.1 to Form 8-K filed on May 28, 2024).</a>
4.8*	<a href="#">Warrant To Purchase Class B Common Stock issued to Michael R. Jacks, dated as of July 29, 2024.</a>
5.1*	<a href="#">Legal Opinion of Fennemore Craig P.C.</a>
10.1†	<a href="#">Employment Letter Agreement between Asset Entities Inc. and Arshia Sarkhani, dated as of April 21, 2022 (incorporated by reference to Exhibit 10.1 to Registration Statement on Form S-1 filed on September 2, 2022).</a>
10.2†	<a href="#">Employment Letter Agreement between Asset Entities Inc. and Derek Dunlop, dated as of April 21, 2022 (incorporated by reference to Exhibit 10.4 to Registration Statement on Form S-1 filed on September 2, 2022).</a>
10.3†	<a href="#">Employment Letter Agreement between Asset Entities Inc. and Matthew Krueger, dated as of April 21, 2022 (incorporated by reference to Exhibit 10.5 to Registration Statement on Form S-1 filed on September 2, 2022).</a>
10.4†	<a href="#">Employment Letter Agreement between Asset Entities Inc. and Kyle Fairbanks, dated as of April 21, 2022 (incorporated by reference to Exhibit 10.3 to Registration Statement on Form S-1 filed on September 2, 2022).</a>
10.5†	<a href="#">Employment Letter Agreement between Asset Entities Inc. and Arman Sarkhani, dated as of April 21, 2022 (incorporated by reference to Exhibit 10.6 to Registration Statement on Form S-1 filed on September 2, 2022).</a>
10.6†	<a href="#">Employment Letter Agreement between Asset Entities Inc. and Jason Lee, dated as of November 10, 2023 (incorporated by reference to Exhibit 10.2 to Current Report on Form 8-K filed on November 15, 2023).</a>
10.7†	<a href="#">Consulting Letter Agreement between Asset Entities Inc. and Michael Gaubert, dated as of April 21, 2022 (incorporated by reference to Exhibit 10.2 to Registration Statement on Form S-1 filed on September 2, 2022).</a>
10.8†	<a href="#">Independent Director Agreement between Asset Entities Inc. and Brian Regli, dated May 2, 2022 (incorporated by reference to Exhibit 10.11 to Annual Report on Form 10-K filed on March 31, 2023).</a>

10.9†	<a href="#">Independent Director Agreement between Asset Entities Inc. and John A. Jack II, dated May 2, 2022 (incorporated by reference to Exhibit 10.12 to Annual Report on Form 10-K filed on March 31, 2023)</a>
10.10†	<a href="#">Independent Director Agreement between Asset Entities Inc. and Richard A. Burton, dated May 2, 2022 (incorporated by reference to Exhibit 10.13 to Annual Report on Form 10-K filed on March 31, 2023)</a>
10.11†	<a href="#">Independent Director Agreement between Asset Entities Inc. and Scott K. McDonald, dated May 2, 2022 (incorporated by reference to Exhibit 10.14 to Annual Report on Form 10-K filed on March 31, 2023)</a>
10.12	<a href="#">Form of Indemnification Agreement between Asset Entities Inc. and each officer or director (incorporated by reference to Exhibit 10.2 to Current Report on Form 8-K filed on May 16, 2024)</a>
10.13†	<a href="#">Asset Entities Inc. 2022 Equity Incentive Plan (incorporated by reference to Exhibit 10.13 to Registration Statement on Form S-1 filed on September 2, 2022)</a>
10.14†	<a href="#">Form of Stock Option Agreement for Asset Entities Inc. 2022 Equity Incentive Plan (incorporated by reference to Exhibit 10.14 to Registration Statement on Form S-1 filed on September 2, 2022)</a>
10.15†	<a href="#">Form of Restricted Stock Award Agreement for Asset Entities Inc. 2022 Equity Incentive Plan (incorporated by reference to Exhibit 10.15 to Registration Statement on Form S-1 filed on September 2, 2022)</a>
10.16†	<a href="#">Form of Restricted Stock Unit Award Agreement for Asset Entities Inc. 2022 Equity Incentive Plan (incorporated by reference to Exhibit 10.16 to Registration Statement on Form S-1 filed on September 2, 2022)</a>
10.17*	<a href="#">Renewal Service Agreement, dated as of June 9, 2024, between Asset Entities, LLC and Regus Management Group, LLC</a>
10.18*	<a href="#">Renewal Service Agreement, dated as of November 9, 2023, between Asset Entities, LLC and Regus Management Group, LLC</a>
10.19*	<a href="#">Renewal Service Agreement, dated as of October 10, 2023, between Asset Entities, LLC and Regus Management Group, LLC</a>
10.20	<a href="#">Form of Private Placement Subscription Agreement (incorporated by reference to Exhibit 10.18 to Registration Statement on Form S-1 filed on September 2, 2022)</a>
10.21	<a href="#">Underwriting Agreement, dated February 2, 2023, by and between Asset Entities Inc. and Boustead Securities, LLC (as representative of the underwriters named therein) (incorporated by reference to Exhibit 1.1 to Current Report on Form 8-K filed on February 8, 2023)</a>
10.22	<a href="#">Closing Agreement between Asset Entities Inc. and Triton Funds LP, dated as of June 30, 2023 (incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed on July 5, 2023)</a>
10.23	<a href="#">Amended and Restated Closing Agreement between Asset Entities Inc. and Triton Funds LP, dated as of August 1, 2023 (incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed on August 7, 2023)</a>
10.24	<a href="#">Amendment to Amended and Restated Closing Agreement between Asset Entities Inc. and Triton Funds LP, dated as of September 27, 2023 (incorporated by reference to Exhibit 10.2 to Current Report on Form 8-K filed on October 3, 2023)</a>
10.25†	<a href="#">Amendment to Letter Agreement between Arman Sarkhani and Asset Entities Inc., dated as of August 15, 2023 (incorporated by reference to Exhibit 10.3 to Quarterly Report on Form 10-Q filed on November 14, 2023)</a>
10.26	<a href="#">Asset Purchase Agreement by and among Asset Entities Inc., Ternary Inc., Ternary Developments Inc., OptionsSwing Inc., and Jason Lee, dated as of November 10, 2023 (incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed on November 15, 2023)</a>
10.27	<a href="#">Second Amendment to Amended and Restated Closing Agreement, dated as of December 30, 2023, between Asset Entities Inc. and Triton Funds, LP (incorporated by reference to Exhibit 10.30 to Annual Report on Form 10-K filed on April 2, 2024)</a>
10.28†	<a href="#">Employment Letter Agreement between Asset Entities Inc. and Jackson Fairbanks, dated as of April 21, 2022 (incorporated by reference to Exhibit 10.7 to Registration Statement on Form S-1 filed on September 2, 2022)</a>
10.29	<a href="#">Third Amendment to Amended and Restated Closing Agreement, dated as of March 29, 2024, between Asset Entities Inc. and Triton Funds LP (incorporated by reference to Exhibit 10.32 to Annual Report on Form 10-K filed on April 2, 2024)</a>
10.30†	<a href="#">Independent Director Agreement between Asset Entities Inc. and David Reynolds, dated as of May 16, 2024 (incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed on May 16, 2024)</a>
10.31	<a href="#">Form of Securities Purchase Agreement, dated as of May 24, 2024 (incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed on May 28, 2024)</a>
10.32	<a href="#">Form of Registration Rights Agreement, dated as of May 24, 2024 (incorporated by reference to Exhibit 10.2 to Current Report on Form 8-K filed on May 28, 2024)</a>
10.33	<a href="#">Form of First Amendment to Securities Purchase Agreement, dated as of June 13, 2024 (incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed on June 20, 2024)</a>
10.34*	<a href="#">Assignment and Assumption Agreement, dated as of July 30, 2024, among Boustead Securities, LLC, Sutter Securities, Inc., and Asset Entities Inc.</a>
10.35*	<a href="#">Assignment and Assumption Agreement, dated as of July 30, 2024, among Sutter Securities, Inc., Michael R. Jacks, Boustead Securities, LLC, and Asset Entities Inc.</a>
23.1*	<a href="#">Consent of WWC, Professional Corporation</a>
23.2*	<a href="#">Consent of Fennemore Craig P.C. (included in Exhibit 5.1)</a>
24.1	<a href="#">Power of Attorney (included on the signature page of this registration statement)</a>
107*	<a href="#">Filing Fee Table</a>

\* Filed herewith

† Executive compensation plan or arrangement

## Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the “Securities Act”);

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission (the “Commission”), pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*Provided, however*, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) do not apply if the registration statement is on Form S-1, Form S-3, Form SF-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(6) That, for purposes of determining any liability under the Securities Act, each filing of the registrant’s annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan’s annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dallas, State of Texas, on August 9, 2024.

### Asset Entities Inc.

By: /s/ Arshia Sarkhani  
Arshia Sarkhani  
Chief Executive Officer and President

## POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints each of Arshia Sarkhani and Matthew Krueger as his or her true and lawful attorneys-in-fact and agents with full power of substitution and resubstitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any or all amendments (including pre- and post-effective amendments) to this registration statement, any subsequent registration statement for the same offering which may be filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and pre- or post-effective amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ Arshia Sarkhani</u> Arshia Sarkhani	Chief Executive Officer, President and Director (principal executive officer)	August 9, 2024
<u>/s/ Matthew Krueger</u> Matthew Krueger	Chief Financial Officer, Treasurer and Secretary (principal financial and accounting officer)	August 9, 2024
<u>/s/ Michael Gaubert</u> Michael Gaubert	Executive Chairman and Director	August 9, 2024
<u>/s/ Kyle Fairbanks</u> Kyle Fairbanks	Executive Vice-Chairman, Chief Marketing Officer and Director	August 9, 2024
<u>/s/ Richard A. Burton</u> Richard A. Burton	Director	August 9, 2024
<u>/s/ John A. Jack II</u> John A. Jack II	Director	August 9, 2024
<u>/s/ Scott K. McDonald</u> Scott K. McDonald	Director	August 9, 2024
<u>/s/ David Reynolds</u> David Reynolds	Director	August 9, 2024

THESE WARRANTS AND ANY SHARES ACQUIRED UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY APPLICABLE STATE SECURITIES LAWS. THESE WARRANTS AND SUCH SHARES AND ANY INTEREST OR PARTICIPATION HEREIN OR THEREIN MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SUCH ACT AND UNDER ANY APPLICABLE STATE SECURITIES LAWS. THESE WARRANTS AND SUCH SHARES MAY NOT BE EXERCISED OR TRANSFERRED EXCEPT UPON THE CONDITIONS SPECIFIED IN THIS WARRANT CERTIFICATE, AND NO EXERCISE OR TRANSFER OF THESE WARRANTS OR TRANSFER OF SUCH SHARES SHALL BE VALID OR EFFECTIVE UNLESS AND UNTIL SUCH CONDITIONS SHALL HAVE BEEN COMPLIED WITH.

ASSET ENTITIES INC.  
WARRANT TO PURCHASE CLASS B COMMON STOCK

Warrant No.: PA-8

Date of Issuance: July 29, 2024 (“**Issuance Date**”)

**Asset Entities Inc.**, a Nevada corporation (the “**Company**”), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Michael R. Jacks**, the registered holder hereof or its permitted assigns (the “**Holder**”), is entitled, subject to the terms set forth below, to purchase from the Company, at the Exercise Price (as defined below) then in effect, Class B Common Stock, \$0.0001 par value per share, of the Company (“**Common Stock**”) (including any Warrants to purchase shares issued in exchange, transfer or replacement hereof, the “**Warrant**”), at any time or times on or after the date hereof, to the extent permitted by the applicable SEC and FINRA rules, but not after 11:59 p.m., Eastern Time, on the Expiration Date (as defined below), 30,800 (subject to adjustment as provided herein) fully paid and non-assessable shares of Common Stock (the “**Warrant Shares**”).

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## 1. EXERCISE OF WARRANT.

(a) Mechanics of Exercise. Subject to the terms and conditions hereof, this Warrant may be exercised by the Holder on any day on or after the date hereof, to the extent permitted by the applicable SEC and FINRA rules, in whole or in part, by delivery (whether via facsimile, email, or otherwise) of a written notice, in the form attached hereto as **Exhibit A** (the “**Exercise Notice**”), of the Holder’s election to exercise this Warrant, by submitting information including the then-applicable Exercise Price, number of Warrant Shares purchased equal to or lower than the then-applicable number of Warrant Shares and the FMV (collectively, the “**Exercise Information**”). Within one (1) Trading Day following an exercise of this Warrant as aforesaid, the Holder shall deliver payment to the Company of an amount equal to the Exercise Price in effect on the date of such exercise multiplied by the number of Warrant Shares as to which this Warrant was so exercised (the “**Aggregate Exercise Price**”) in cash or via wire transfer of immediately available funds if, subject to the provisions of Section 1(d), the Holder has not notified the Company in such Exercise Notice that such exercise is made pursuant to a Cashless Exercise (as defined in Section 1(d)) at a time and under circumstances which permit a Cashless Exercise. The Holder shall not be required to deliver the original of this Warrant in order to effect an exercise hereunder. Execution and delivery of an Exercise Notice with respect to less than all of the Warrant Shares shall have the same effect as cancellation of the original of this Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Shares. Execution and delivery of an Exercise Notice for all of the then-remaining Warrant Shares shall have the same effect as cancellation of the original of this Warrant after delivery of the Warrant Shares in accordance with the terms hereof. On or before the first (1<sup>st</sup>) Trading Day following the date on which the Company has received an Exercise Notice, upon checking that the Exercise Information supplied by the Holder is accurate, the Company shall transmit by facsimile or email an acknowledgment of confirmation of receipt of such Exercise Notice, in the form attached hereto as **Exhibit B**, to the Holder and the Company’s transfer agent (the “**Transfer Agent**”). On or before the third (3<sup>rd</sup>) Trading Day following the date on which the Company has received such Exercise Notice and, in the event that the Holder has chosen to exercise in cash, the receipt of the payment of the Aggregate Exercise Price, the Company shall instruct the Transfer Agent to issue to the Holder the number of Warrant Shares to which the Holder is entitled pursuant to such exercise and to, at the sole direction of the Holder pursuant to the Exercise Notice, hold such Warrant Shares in electronic form at the Transfer Agent registered in the Company’s share register in the name of the Holder or its designee (as indicated in the applicable Exercise Notice), or mail to the Holder or, at the Holder’s instruction pursuant to the Exercise Notice, the Holder’s agent or designee, in each case, sent by reputable overnight courier to the address as specified in the applicable Exercise Notice, a certificate, registered in the Company’s share register in the name of the Holder or its designee (as indicated in the applicable Exercise Notice). Upon delivery of an Exercise Notice and in the event that the Holder has chosen to exercise in cash, the Company’s receipt of the payment of the Aggregate Exercise Price, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the certificates evidencing such Warrant Shares (as the case may be). If this Warrant is submitted in connection with any exercise pursuant to this Section 1(a) and the total number of Warrant Shares represented by this Warrant is greater than the number of Warrant Shares being acquired by the Holder upon an exercise, then, at the request of the Holder, the Company shall as soon as practicable and in no event later than three (3) Business Days after any exercise and at its own expense, issue and deliver to the Holder (or its designee) a new Warrant (in accordance with Section 7(d)) representing the right to purchase the number of Warrant Shares purchasable immediately prior to such exercise under this Warrant, less the number of Warrant Shares with respect to which this Warrant is exercised. No fractional Warrant Shares are to be issued upon the exercise of this Warrant, but rather the number of Warrant Shares to be issued shall be rounded up to the nearest whole number. The Company will from time to time promptly pay all taxes and charges that may be imposed upon the Company in respect of the issuance or delivery of Warrant Shares upon the exercise of this Warrant, but the Company shall not be obligated to pay any transfer taxes in respect of this Warrant or such shares.

(b) Exercise Price. For purposes of this Warrant, “**Exercise Price**” initially means \$3.75, subject to further adjustment as provided herein.

(c) Company's Failure to Timely Deliver Securities. If the Company shall fail, for any reason or for no reason, to issue to the Holder within three (3) Trading Days after receipt of the applicable Exercise Notice, a certificate for the number of Warrant Shares to which the Holder is entitled (or, at the option of the Holders, a book-entry confirmation of the issuance of such Warrant Shares) and register such Warrant Shares on the Company's share register, the Holder will have the right to rescind such exercise. In addition to any other rights available to the Holder, if the Company shall fail, for any reason or for no reason, to issue to the Holder within three (3) Trading Days after receipt of the applicable Exercise Notice, a certificate for the number of Warrant Shares to which the Holder is entitled (or, at the option of the Holders, a book-entry confirmation of the issuance of such Warrant Shares) and register such Warrant Shares on the Company's share register and if on or after such third (3<sup>rd</sup>) Trading Day the Holder (or any other Person in respect, or on behalf, of the Holder) purchases (in an open market transaction or otherwise) Common Stock to deliver in satisfaction of a sale by the Holder of all or any portion of the number of Warrant Shares, or a sale of a number of Warrant Shares equal to all or any portion of the number of Warrant Shares, issuable upon such exercise that the Holder so anticipated receiving from the Company, then, in addition to all other remedies available to the Holder, the Company shall, within three (3) Business Days after the Holder's request and in the Holder's discretion, either (i) pay cash to the Holder in an amount equal to the Holder's total purchase price (including reasonable brokerage commissions and other reasonable out-of-pocket expenses, if any) for the Warrant Shares so purchased (including, without limitation, by any other Person in respect, or on behalf, of the Holder) (the "**Buy-In Price**"), at which point the Company's obligation to so issue and deliver such certificate or credit the Holder's balance account with DTC for the number of Warrant Shares to which the Holder is entitled upon the Holder's exercise hereunder (as the case may be) (and to issue such Warrant Shares) shall terminate, or (ii) promptly honor its obligation to so issue and deliver to the Holder a certificate or certificates representing such Warrant Shares or credit the Holder's balance account with DTC for the number of Warrant Shares to which the Holder is entitled upon the Holder's exercise hereunder (as the case may be) and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of Warrant Shares multiplied by (B) the lowest Closing Sale Price of the Common Stock on any Trading Day during the period commencing on the date of the applicable Exercise Notice and ending on the date of such issuance and payment under this clause (ii).

(d) Cashless Exercise. Notwithstanding anything contained herein to the contrary, the Holder may, in its sole discretion, exercise this Warrant in whole or in part and, in lieu of making the cash payment otherwise contemplated to be made to the Company upon such exercise in payment of the Aggregate Exercise Price, elect instead to receive upon such exercise the "Net Number" of Warrant Shares determined according to the following formula (a "**Cashless Exercise**"), provided that the Holder may elect to cashless exercise pursuant to this Section 1(d) only if B as set forth in the following formula is higher than C as set forth in the following formula:

$$\text{Net Number} = \frac{(A \times B) - (A \times C)}{B}$$

For purposes of the foregoing formula:

A= the total number of shares with respect to which this Warrant is then being exercised.

B= the FMV

C= the Exercise Price then in effect for the applicable Warrant Shares at the time of such exercise.



(e) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the number of Warrant Shares to be issued pursuant to the terms hereof, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 14.

(f) Intentionally Left Blank.

(g) Insufficient Authorized Shares. The Company shall at all times keep reserved for issuance under this Warrant a number of shares of Common Stock as shall be necessary to satisfy the Company's obligation to issue Warrant Shares hereunder (without regard to any limitation otherwise contained herein with respect to the number of Warrant Shares that may be acquirable upon exercise of this Warrant). If, notwithstanding the foregoing, and not in limitation thereof, at any time while the Warrant remains outstanding the Company does not have a sufficient number of authorized and unreserved shares of Common Stock to satisfy its obligation to reserve for issuance upon exercise of the Warrant at least a number of shares of Common Stock equal to the number of shares of Common Stock as shall from time to time be necessary to effect the exercise of the Warrant then outstanding (the "**Required Reserve Amount**") (an "**Authorized Share Failure**"), then the Company shall immediately take all action necessary to increase the Company's authorized shares of Common Stock to an amount sufficient to allow the Company to reserve the Required Reserve Amount for the Warrant then outstanding. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than sixty (60) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its stockholders for the approval of an increase in the number of authorized shares of Common Stock. In connection with such meeting, the Company shall provide each stockholder with a proxy statement and shall use its best efforts to solicit its stockholders' approval of such increase in authorized shares of Common Stock and to cause its board of directors to recommend to the stockholders that they approve such proposal.

2. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT SHARES. The Exercise Price and number of Warrant Shares issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this Section 2.

(a) Stock Dividends and Splits. Without limiting any provision of Section 4, if the Company, at any time on or after the date hereof, (i) pays a stock dividend on one or more classes of its then outstanding shares of Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, (ii) subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its then outstanding shares of Common Stock into a larger number of shares or (iii) combines (by combination, reverse stock split or otherwise) one or more classes of its then outstanding shares of Common Stock into a smaller number of shares, then in each such case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this paragraph occurs during the period that an Exercise Price is calculated hereunder, then the calculation of such Exercise Price shall be adjusted appropriately to reflect such event.

(b) Intentionally Left Blank.

(c) Number of Warrant Shares. Simultaneously with any adjustment to the Exercise Price pursuant to only paragraph (a) of this Section 2, the number of Warrant Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment (without regard to any limitations on exercise contained herein).

(d) Other Events. In the event that the Company (or any subsidiary) shall take any action to which the provisions hereof are not strictly applicable, or, if applicable, would not operate to protect the Holder from dilution or if any event occurs of the type contemplated by the provisions of this Section 2 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then the Company's board of directors shall in good faith determine and implement an appropriate adjustment in the Exercise Price and the number of Warrant Shares (if applicable) so as to protect the rights of the Holder, provided that no such adjustment pursuant to this Section 2(d) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 2, provided further that if the Holder does not accept such adjustments as appropriately protecting its interests hereunder against such dilution, then the Company's board of directors and the Holder shall agree, in good faith, upon an independent investment bank of nationally recognized standing to make such appropriate adjustments, whose determination shall be final and binding and whose fees and expenses shall be borne by the Company.

(e) Calculations. All calculations under this Section 2 shall be made by rounding to the nearest cent or the nearest 1/100<sup>th</sup> of a share, as applicable. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company, and the disposition of any such shares shall be considered an issue or sale of Common Stock.

3. RIGHTS UPON DISTRIBUTION OF ASSETS. In addition to any adjustments pursuant to Section 2 above, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "**Distribution**"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon a complete exercise of this Warrant (without regard to any limitations on exercise hereof) immediately before the date on which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution.

#### 4. PURCHASE RIGHTS; FUNDAMENTAL TRANSACTIONS.

(a) Purchase Rights. In addition to any adjustments pursuant to Section 2 above, if at any time while the Warrant remains outstanding and before the Expiration Date, the Company grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the “**Purchase Rights**”), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon a complete exercise of this Warrant (without regard to any limitations on exercise hereof) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

(b) Fundamental Transactions. During the term of this Warrant, the Company shall not enter into or be party to a Fundamental Transaction unless the Successor Entity assumes in writing all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 4(b) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder prior to such Fundamental Transaction, such approval not to be unreasonably withheld, conditioned or delayed, including agreements to deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant, including, without limitation, which is exercisable for a corresponding number of shares of capital stock equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such adjustments to the number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction). Upon the consummation of each Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of the applicable Fundamental Transaction, the provisions of this Warrant and the other Transaction Documents referring to the “Company” shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein. Upon consummation of each Fundamental Transaction, the Successor Entity shall deliver to the Holder confirmation that there shall be issued upon exercise of this Warrant at any time after the consummation of the applicable Fundamental Transaction, in lieu of the shares of Common Stock (or other securities, cash, assets or other property (except such items still issuable under Sections 3 and 4(a) above, which shall continue to be receivable thereafter)) issuable upon the exercise of this Warrant prior to the applicable Fundamental Transaction, such shares of publicly traded Common Stock (or its equivalent) of the Successor Entity (including its Parent Entity) which the Holder would have been entitled to receive upon the happening of the applicable Fundamental Transaction had this Warrant been exercised immediately prior to the applicable Fundamental Transaction (without regard to any limitations on the exercise of this Warrant), as adjusted in accordance with the provisions of this Warrant. Notwithstanding the foregoing, the Holder may elect, at its sole option, by delivery of written notice to the Company to waive this Section 4(b) to permit the Fundamental Transaction without the assumption of this Warrant. In addition to and not in substitution for any other rights hereunder, prior to the consummation of each Fundamental Transaction pursuant to which holders of shares of Common Stock are entitled to receive securities or other assets with respect to or in exchange for shares of Common Stock (a “**Corporate Event**”), the Company shall make appropriate provision to insure that the Holder will thereafter have the right to receive upon an exercise of this Warrant at any time after the consummation of the applicable Fundamental Transaction but prior to the Expiration Date, in lieu of the shares of the Common Stock Shares (or other securities, cash, assets or other property (except such items still issuable under Sections 3 and 4(a) above, which shall continue to be receivable thereafter)) issuable upon the exercise of the Warrant prior to such Fundamental Transaction, such shares of stock, securities, cash, assets or any other property whatsoever (including warrants or other purchase or subscription rights) which the Holder would have been entitled to receive upon the happening of the applicable Fundamental Transaction had this Warrant been exercised immediately prior to the applicable Fundamental Transaction (without regard to any limitations on the exercise of this Warrant). Provision made pursuant to the preceding sentence shall be in a form and substance reasonably satisfactory to the Holder.

(c) Application. The provisions of this Section 4 shall apply similarly and equally to successive Fundamental Transactions and Corporate Events and shall be applied as if this Warrant (and any such subsequent warrants) were fully exercisable and without regard to any limitations on the exercise of this Warrant.

5. NONCIRCUMVENTION. The Company hereby covenants and agrees that the Company will not, by amendment of its certificate of incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, and will at all times in good faith carry out all the provisions of this Warrant and take all action as may be required to protect the rights of the Holder. Without limiting the generality of the foregoing, the Company (a) shall not increase the par value of the Common Stock receivable upon the exercise of this Warrant above the Exercise Price then in effect, (b) shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable shares of Common Stock upon the exercise of this Warrant, and (c) shall, so long as the Warrant is outstanding, take all action necessary to reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the exercise of the Warrant, the maximum number of shares of Common Stock as shall from time to time be necessary to effect the exercise of the Warrant then outstanding (without regard to any limitations on exercise).

6. WARRANT HOLDER NOT DEEMED A STOCKHOLDER. Except as otherwise specifically provided herein, the Holder, solely in its capacity as a holder of this Warrant, shall not be entitled to vote or receive dividends or be deemed the holder of share capital of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, solely in its capacity as the Holder of this Warrant, any of the rights of a stockholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance to the Holder of the Warrant Shares which it is then entitled to receive upon the due exercise of this Warrant. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a stockholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company. Notwithstanding this Section 6, the Company shall provide the Holder with copies of the same notices and other information given to the stockholders of the Company generally, contemporaneously with the giving thereof to the stockholders.

#### 7. REISSUANCE OF WARRANTS.

(a) Transfer of Warrant. If this Warrant is to be transferred, the Holder shall surrender this Warrant to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Warrant (in accordance with Section 7(d)), registered as the Holder may request, representing the right to purchase the number of Warrant Shares being transferred by the Holder and, if less than the total number of Warrant Shares then underlying this Warrant is being transferred, a new Warrant (in accordance with Section 7(d)) to the Holder representing the right to purchase the number of Warrant Shares not being transferred.

(b) Lost, Stolen or Mutilated Warrant. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant (as to which a written certification and the indemnification contemplated below shall suffice as such evidence), and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary and reasonable form and, in the case of mutilation, upon surrender and cancellation of this Warrant, the Company shall execute and deliver to the Holder a new Warrant (in accordance with Section 7(d)) representing the right to purchase the Warrant Shares then underlying this Warrant.

(c) Exchangeable for Multiple Warrants. This Warrant is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Warrant or Warrants (in accordance with Section 7(d)) representing in the aggregate the right to purchase the number of Warrant Shares then underlying this Warrant, and each such new Warrant will represent the right to purchase such portion of such Warrant Shares as is designated by the Holder at the time of such surrender; provided, however, no warrants for fractional shares of Common Stock shall be given.

(d) Issuance of New Warrants. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant (i) shall be of like tenor with this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Warrant Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 7(a) or Section 7(c), the Warrant Shares designated by the Holder which, when added to the number of shares of Common Stock underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Warrant Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date, and (iv) shall have the same rights and conditions as this Warrant.

#### 8. NOTICES; PAYMENTS.

(a) The Company shall provide the Holder with prompt written notice of all actions taken pursuant to this Warrant, including in reasonable detail a description of such action and the reason therefor. Without limiting the generality of the foregoing, the Company will give written notice to the Holder (i) immediately upon each adjustment of the Exercise Price and the number of Warrant Shares, setting forth in reasonable detail, and certifying, the calculation of such adjustment(s) and (ii) at least fifteen (15) days prior to the date on which the Company closes its books or takes a record (A) with respect to any dividend or distribution upon the shares of Common Stock, (B) with respect to any grants, issuances or sales of any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property to holders of shares of Common Stock or (C) for determining rights to vote with respect to any Fundamental Transaction, dissolution or liquidation, provided in each case that such information shall be made known to the public prior to or in conjunction with such notice being provided to the Holder and (iii) at least ten (10) Trading Days prior to the consummation of any Fundamental Transaction. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of its subsidiaries, the Company shall simultaneously file such notice with the SEC pursuant to a Current Report on Form 8-K. It is expressly understood and agreed that the time of execution specified by the Holder in each Exercise Notice shall be definitive and may not be disputed or challenged by the Company.

(b) Payments. Whenever any payment is to be made by the Company to any Person pursuant to this Warrant, such payment shall be made in lawful money of the United States of America via wire transfer of U.S. Dollars in immediately available funds in accordance with the Holder's wire transfer instructions delivered to the Company on or prior to such payment date or, in the absence of such instructions, by a certified check drawn on the account of the Company and sent via overnight courier service to such Person at such address as previously provided to the Company in writing.

9. AMENDMENT AND WAIVER. Except as otherwise provided herein, the provisions of this Warrant may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Holder. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

10. SEVERABILITY. If any provision of this Warrant is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Warrant so long as this Warrant as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

11. GOVERNING LAW. This Warrant shall be governed by and construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Warrant shall be governed by, the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of New York. The Company hereby irrevocably submits to the exclusive jurisdiction of the federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Holder from bringing suit or taking other legal action against the Company in any other jurisdiction to collect on the Company's obligations to the Holder or to enforce a judgment or other court ruling in favor of the Holder. If service of process is effected pursuant to the above sentence, such service will be deemed sufficient under New York law and the Company shall not assert otherwise. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **THE COMPANY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS WARRANT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

12. Reserved.

13. CONSTRUCTION; HEADINGS. This Warrant shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any Person as the drafter hereof. The headings of this Warrant are for convenience of reference and shall not form part of, or affect the interpretation of, this Warrant. Terms used in this Warrant but defined in the other Transaction Documents shall have the meanings ascribed to such terms on the Closing Date in such other Transaction Documents unless otherwise consented to in writing by the Holder.

14. DISPUTE RESOLUTION. In the case of a dispute as to the determination of the Exercise Price or FMV or the arithmetic calculation of the Warrant Shares (as the case may be), the Company or the Holder (as the case may be) shall submit the disputed determinations or arithmetic calculations (as the case may be) via facsimile (a) within two (2) Business Days after receipt of the applicable notice giving rise to such dispute to the Company or the Holder (as the case may be) or (b) if no notice gave rise to such dispute, at any time after the Holder learned of the circumstances giving rise to such dispute (including, without limitation, as to whether any issuance or sale or deemed issuance or sale was an issuance or sale or deemed issuance or sale of Excluded Securities). If the Holder and the Company are unable to agree upon such determination or calculation (as the case may be) of the Exercise Price, or FMV or the number of Warrant Shares (as the case may be) within three (3) Business Days of such disputed determination or arithmetic calculation being submitted to the Company or the Holder (as the case may be), then the Company shall, within two (2) Business Days submit via facsimile (i) the disputed determination of the Exercise Price or FMV (as the case may be) to an independent, reputable investment bank selected by the Holder or (ii) the disputed arithmetic calculation of the Warrant Shares to the Company's independent, outside accountant. The Company shall cause at its expense the investment bank or the accountant (as the case may be) to perform the determinations or calculations (as the case may be) and notify the Company and the Holder of the results no later than ten (10) Business Days from the time it receives such disputed determinations or calculations (as the case may be). Such investment bank's or accountant's determination or calculation (as the case may be) shall be binding upon all parties absent demonstrable error.

15. REMEDIES, CHARACTERIZATION, OTHER OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF. The remedies provided in this Warrant shall be cumulative and in addition to all other remedies available under this Warrant and the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the right of the Holder to pursue actual damages for any failure by the Company to comply with the terms of this Warrant. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, exercises and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the holder of this Warrant shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required. The Company shall provide all information and documentation to the Holder that is requested by the Holder to enable the Holder to confirm the Company's compliance with the terms and conditions of this Warrant (including, without limitation, compliance with Section 2 hereof). The issuance of shares and certificates for shares as contemplated hereby upon the exercise of this Warrant shall be made without charge to the Holder or such shares for any issuance tax or other costs in respect thereof, provided that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than the Holder or its agent on its behalf.

16. TRANSFER. This Warrant may be offered for sale, sold, transferred or assigned without the consent of the Company.

17. CERTAIN DEFINITIONS. For purposes of this Warrant, the following terms shall have the following meanings:

(a)

(b) “**Bloomberg**” means Bloomberg, L.P.

(c) “**Business Day**” means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(d) “**Closing Sale Price**” means, for any security as of any date, the last closing trade price for such security on the Eligible Market, as reported by Bloomberg, or, if the Eligible Market begins to operate on an extended hours basis and does not designate the closing trade price, then the last trade price of such security prior to 4:00 p.m., New York time, as reported by Bloomberg, or, if the Eligible Market is not the principal securities exchange or trading market for such security, the last trade price of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing does not apply, the last trade price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no last trade price is reported for such security by Bloomberg, the average of the ask prices of any market makers for such security as reported in the “pink sheets” by Pink Sheets LLC (formerly the National Quotation Bureau, Inc.). If the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Sale Price of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 14. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

(e) “**Convertible Securities**” means any stock or other security (other than Options) that is at any time and under any circumstances, directly or indirectly, convertible into, exercisable or exchangeable for, or which otherwise entitles the holder thereof to acquire, any shares of Common Stock.

(f) “**Eligible Market**” means The New York Stock Exchange, the NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market.

(g) “**Expiration Date**” means the date that is five years from the Issuance Date, or, if such date falls on a day other than a Business Day or on which trading does not take place on the Eligible Market (a “**Holiday**”), the next date that is not a Holiday.

(h) “**FINRA**” means the Financial Industry Regulatory Authority, Inc. in the United States.



(i) “**Fundamental Transaction**” means that (i) the Company or any of its Subsidiaries shall, directly or indirectly, in one or more related transactions, (A) consolidate or merge with or into (whether or not the Company or any of its Subsidiaries is the surviving corporation) any other Person, or (B) sell, lease, license, assign, transfer, convey or otherwise dispose of all or substantially all of its respective properties or assets to any other Person, or (C) allow any other Person to make a purchase, tender or exchange offer that is accepted by the holders of more than 50% of the outstanding shares of Voting Stock of the Company (not including any shares of Voting Stock of the Company held by the Person or Persons making or party to, or associated or affiliated with the Persons making or party to, such purchase, tender or exchange offer), or (D) consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with any other Person whereby such other Person acquires more than 50% of the outstanding shares of Voting Stock of the Company (not including any shares of Voting Stock of the Company held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination), or (E) reorganize, recapitalize or reclassify the Common Stock, or (ii) any “person” or “group” (as these terms are used for purposes of Sections 13(d) and 14(d) of the 1934 Act and the rules and regulations promulgated thereunder) is or shall become the “beneficial owner” (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding Voting Stock of the Company.

(j) “**Options**” means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

(k) “**Parent Entity**” of a Person means an entity that, directly or indirectly, controls the applicable Person and whose Common Stock or equivalent equity security is quoted or listed on an Eligible Market, or, if there is more than one such Person or Parent Entity, the Person or Parent Entity with the largest public market capitalization as of the date of consummation of the Fundamental Transaction.

(l) “**Person**” means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or a government or any department or agency thereof.

(m) “**SEC**” means the United States Securities and Exchange Commission.

(n) “**Successor Entity**” means the Person (or, if so elected by the Holder, the Parent Entity) formed by, resulting from or surviving any Fundamental Transaction or the Person (or, if so elected by the Holder, the Parent Entity) with which such Fundamental Transaction shall have been entered into.

(o) “**Trading Day**” means any day on which the Common Stock is traded on the Eligible Market, or, if the Eligible Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded, provided that “Trading Day” shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00 p.m., New York time) unless such day is otherwise designated as a Trading Day in writing by the Holder.

(p) “**Voting Stock**” of a Person means capital stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power to elect, or the general power to appoint, at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time capital stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

(q) “**FMV**” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Eligible Market, the value shall be deemed to be the highest daily price on any trading day on such Eligible Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on New York City time) during the twenty trading days preceding the exercise, (b) if OTCQB or OTCQX is not an Eligible Market, the value shall be deemed to be the highest daily price on any trading day on the OTCQB or OTCQX on which the Common Stock is then quoted as reported by Bloomberg L.P. (based on New York City time) during the twenty trading days preceding the exercise, as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the “Pink Sheets” published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the “OTC Markets Group”, the value shall be deemed to be the highest daily price on any trading day on the Pink Sheets on which the Common Stock is then quoted as reported by OTC Markets Group (based on New York City time) during the twenty trading days preceding the exercise, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

*[signature page follows]*

IN WITNESS WHEREOF, the Company has caused this Warrant to Purchase Common Stock to be duly executed as of the Issuance Date set out above.

ASSET ENTITIES INC.

By: /s/ Arshia Sarkhani  
Name: Arshia Sarkhani  
Title: Chief Executive Officer

EXERCISE NOTICE
TO BE EXECUTED BY THE REGISTERED HOLDER TO EXERCISE THIS WARRANT
TO PURCHASE COMMON STOCK

ASSET ENTITIES INC.

The undersigned holder hereby exercises the right to purchase \_\_\_\_\_ shares of Common Stock ("Warrant Shares") of Asset Entities Inc., a Nevada corporation (the "Company"), evidenced by Warrant to Purchase Common Stock No. \_\_\_\_\_ (the "Warrant"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Form of Exercise Price. The Holder intends that payment of the Exercise Price shall be made as:

\_\_\_\_\_ a "Cash Exercise" with respect to \_\_\_\_\_
Warrant Shares; and/or
\_\_\_\_\_ a "Cashless Exercise" with respect to \_\_\_\_\_
Warrant Shares.

In the event that the Holder has elected a Cashless Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the Holder hereby represents and warrants that (i) this Exercise Notice was executed by the Holder on the date set forth below and (ii) if applicable, the FMV as of the date prior to the date of the Exercise Notice was \$\_\_\_\_\_.]

1. Form of Exercise Price. The Holder intends that payment of the Exercise Price shall be made as a "Cash Exercise".]

2. Payment of Exercise Price. In the event that the Holder has elected a Cash Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the Holder shall pay the Aggregate Exercise Price in the sum of \$\_\_\_\_\_ to the Company in accordance with the terms of the Warrant.

3. Delivery of Warrant Shares. The Company shall deliver to Holder, or its designee or agent as specified below, \_\_\_\_\_ Warrant Shares in accordance with the terms of the Warrant. Delivery shall be made to Holder, or for its benefit, as follows:

[ ] Check here if requesting delivery as a certificate to the following name and to the following address:

Issue to: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

[ ] Check here if requesting delivery by Deposit/Withdrawal at Custodian as follows:

DTC Participant: \_\_\_\_\_
DTC Number: \_\_\_\_\_
Account Number: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name of Registered Holder

By: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Tax ID: \_\_\_\_\_
Facsimile: \_\_\_\_\_

\_\_\_\_\_

ACKNOWLEDGMENT

The Company hereby acknowledges this Exercise Notice and hereby directs \_\_\_\_\_ to issue the above indicated number of shares of Common Stock in accordance with the Transfer Agent Instructions dated \_\_\_\_\_, 20\_\_\_\_, from the Company and acknowledged and agreed to by \_\_\_\_\_.

**Asset Entities Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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9275 W. Russell Road, Suite 240  
Las Vegas, Nevada 89148  
PH (702) 692-8026 FX (702) 692-8075  
fennemorelaw.com

August 9, 2024

Asset Entities Inc.  
100 Crescent Court, 7th Floor  
Dallas, Texas 75201

**Re:     *Asset Entities Inc./Registration Statement on Form S-1***

Ladies and Gentlemen:

We have acted as special Nevada counsel to Asset Entities Inc., a Nevada corporation (the “Company”), in connection with the registration by the Company of up to 467,489 shares (the “Shares”) of its Class B Common Stock (the “Common Stock”) on Form S-1 (the “Registration Statement”), as filed with the Securities and Exchange Commission (the “Commission”) as of the date hereof in accordance with the Securities Act of 1933, as amended (the “Securities Act”).

Of the 467,489 Shares, (a) up to 436,689 of the Shares (the “Conversion Shares”) are issuable upon the conversion of the Company’s Series A Convertible Preferred Stock, \$0.0001 par value per share (the “Series A Preferred Stock”) and (b) up to 30,800 of the Shares (the “Placement Agent Warrant Shares”) are issuable upon the exercise of a certain warrant (the “Placement Agent Warrant”).

For purposes of these opinions, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) the Registration Statement;

(b) the Articles of Incorporation of the Company as filed with the Secretary of State of Nevada on March 9, 2022, including the Certificate of Designation of Series A Convertible Preferred Stock (the “Certificate of Designation”) as filed with the Secretary of State of Nevada on May 24, 2024, and amended by a Certificate of Amendment to Designation as filed with the Secretary of State of Nevada on June 14, 2024 (collectively with the Certificate of Designation, the “Series A Designation”), and the Certificate of Change as filed with the Secretary of State of Nevada on June 27, 2024;

(c) the Bylaws of the Company as adopted on March 9, 2022;

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(d) the Securities Purchase Agreement dated May 24, 2024, as amended by the First Amendment to Securities Purchase Agreement dated June 13, 2024, pursuant to which the Series A Preferred Stock was issued;

(e) the Placement Agent Warrant; and

(f) certain resolutions and actions of the Board of Directors of the Company relating to the issuance of the Series A Preferred Stock and the Placement Agent Warrant and registration of the Shares under the Securities Act, and such other matters as relevant.

We have obtained from officers and agents of the Company and from public officials, and have relied upon, such certificates, representations, and assurances as we have deemed necessary and appropriate for purposes of rendering this opinion letter. We have also examined such other corporate documents, records, certificates, and instruments (collectively with the documents identified in (a) through (f) above, the “Documents”) as we deem necessary or advisable to render the opinions set forth herein.

In our examination, we have assumed:

(a) the legal capacity of all natural persons executing the Documents;

(b) the genuineness of all signatures on the Documents;

(c) the authenticity of all Documents submitted to us as originals, and the conformity to original documents of all Documents submitted to us as copies;

(d) that the parties to such Documents, other than the Company, had the power, corporate or other, to enter into and perform all obligations thereunder;

(e) other than with respect to the Company, the due authorization by all requisite action, corporate or other, of the Documents;

(f) the execution, delivery, and performance by all parties of the Documents; and

(g) that all Documents are valid, binding, and enforceable against the parties thereto.

We have relied upon the accuracy and completeness of the information, factual matters, representations, and warranties contained in such Documents. We note that the Company has reserved, and assume that it will continue to reserve, sufficient authorized shares of its Common Stock to allow for the issuance of the Shares.

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The opinions expressed below are limited to the matters specifically set forth herein and no other opinion shall be inferred beyond the matters expressly stated. We disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed for purposes of delivering these opinions expressed herein or any changes in applicable law that may come to our attention after the date the Registration Statement is declared effective.

On the basis of the foregoing and in reliance thereon, and subject to the assumptions, limitations, and qualifications set forth herein, we are of the opinion that:

- (a) the issuance of the Conversion Shares has been duly authorized and upon issuance in accordance with the terms of Series A Designation, the Conversion Shares will be validly issued, fully paid, and nonassessable; and
- (b) the issuance of the Placement Agent Warrant Shares has been duly authorized and upon issuance in accordance with the terms of the Placement Agent Warrant, as applicable, the Placement Agent Warrant Shares will be validly issued, fully paid, and nonassessable.

While certain members of this firm are admitted to practice in certain jurisdictions other than Nevada, in rendering the foregoing opinions we have not examined the laws of any jurisdiction other than Nevada. Accordingly, we express no opinion regarding the effect of the laws of any other jurisdiction or state, including any federal laws. The opinions we express herein are limited solely to the laws of the State of Nevada, other than the securities laws and regulations of the State of Nevada as to which we express no opinion.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and we consent to the reference of our name under the caption "Legal Matters" in the Registration Statement. In giving the foregoing consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Fennemore Craig, P.C.

Fennemore Craig, P.C.





# RENEWAL SERVICE AGREEMENT



AGREEMENT DATE : JUNE 9, 2024

BUSINESS CENTER ADDRESS:	CLIENT ADDRESS (NOT A BUSINESS CENTER ADDRESS):																		
	<table border="1"> <tr> <td><b>Company Name</b></td> <td>Asset Entities, LLC</td> </tr> <tr> <td><b>Contact Name</b></td> <td>Matt Krueger</td> </tr> <tr> <td><b>Address *</b></td> <td> <input type="text" value="100 Crescent Ct"/>  <input type="text" value="7th Floor"/>  <input type="text"/> </td> </tr> <tr> <td><b>City *</b></td> <td><input type="text" value="Dallas"/></td> </tr> <tr> <td><b>State/ County/ Province/ Municipality/ Governorate *</b></td> <td><input type="text" value="Texas"/></td> </tr> <tr> <td><b>Post Code *</b></td> <td><input type="text" value="75201"/></td> </tr> <tr> <td><b>Country *</b></td> <td><input type="text" value="United States of America"/></td> </tr> <tr> <td><b>Phone number *</b></td> <td> <input type="text" value="United States of America +1"/>  <input type="text" value="262-527-0966"/> </td> </tr> <tr> <td><b>Email *</b></td> <td><input type="text" value="cfo@assetentities.com"/></td> </tr> </table>	<b>Company Name</b>	Asset Entities, LLC	<b>Contact Name</b>	Matt Krueger	<b>Address *</b>	<input type="text" value="100 Crescent Ct"/> <input type="text" value="7th Floor"/> <input type="text"/>	<b>City *</b>	<input type="text" value="Dallas"/>	<b>State/ County/ Province/ Municipality/ Governorate *</b>	<input type="text" value="Texas"/>	<b>Post Code *</b>	<input type="text" value="75201"/>	<b>Country *</b>	<input type="text" value="United States of America"/>	<b>Phone number *</b>	<input type="text" value="United States of America +1"/> <input type="text" value="262-527-0966"/>	<b>Email *</b>	<input type="text" value="cfo@assetentities.com"/>
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<b>TX, Dallas - The Crescent</b> 100 Crescent Court 7th Floor Dallas Texas 75201 United States of America																			

## RENEWAL PAYMENT DETAILS (EXCLUDING TAX AND OPTIONAL SERVICES)

Office Number	Number of People	Total Monthly Office Price	Discount for Longer Term	Total Monthly Discount	Discounted Monthly Renewal Price
7099	1	\$ 2,000.00	\$ 19.00	\$ 19.00	\$ 1,981.00
<b>TOTALS</b>	<b>1</b>	<b>\$ 2,000.00</b>	<b>\$ 19.00</b>	<b>\$ 19.00</b>	<b>\$ 1,981.00</b>
<b>0.95%</b>					

<b>SERVICE PROVISION:</b>	<b>Start Date</b>	October 1, 2024	<b>End Date*</b>	September 30, 2025
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**COMMENTS:**

- \* All agreements end on the last calendar day of the month. [More info](#)
- Invoices/Fees are charged on a monthly basis which is calculated based on a 30-day month. [More info](#)
- A refundable service retainer equivalent to 2 x monthly office fee will be payable. [More info](#)

**Promotion:** Any promotion or discount is for the initial term of the agreement.

## TERMS AND CONDITIONS

We are Regus Management Group, LLC, please click the link below for terms and conditions.

**AGREEMENT TO ARBITRATE/CLASS ACTION WAIVER:** YOU AND WE MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLVE DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BETWEEN US BY BINDING ARBITRATION, except as expressly provided in this paragraph. Any dispute or claim relating in any way or arising out of this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association in accord with its Commercial Arbitration Rules (available at www.adr.org), except that You or We may assert claims in small claims court and We may pursue a court action to remove You if You do not leave when this Agreement terminates (and You may pursue a court action to prevent Your removal). The arbitrator, and not a court of law, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this agreement to arbitrate, and shall conduct the arbitration on an individual basis only and not as a class or representative action. You and We acknowledge that this Agreement is governed by the Federal Arbitration Act and will survive after this Agreement terminates or your relationship with Us ends.

**CLASS ACTION WAIVER:** YOU UNDERSTAND AND AGREE THAT YOU AND WE MAY EACH BRING CLAIMS AGAINST THE OTHER, WHETHER IN COURT OR ARBITRATION, ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR

REPRESENTATIVE BASIS, AND EXPRESSLY WAIVE THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.

 [Download the terms and conditions](#)

 [Download the house rules](#)



This website is secure. Your personal details are protected at all times.



[Print Agreement](#)

CONFIRMATION NO : R-2971401

**IF YOU NEED ASSISTANCE CALL OUR HELPLINE ON +1-855-400-3575**

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**These General Terms and Conditions apply to Office/Coworking, Virtual Office, Membership, and Workplace Recovery agreements for services We supply to You.**

1. General Agreement

- 1.1. Nature of an agreement: At all times, each Center remains in Our possession and control. YOU ACCEPT THAT AN AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE, OR OTHER REAL PROPERTY INTEREST IN YOUR FAVOR WITH RESPECT TO THE ACCOMMODATION.
  - 1.2. House Rules: The House Rules, which are incorporated into these terms and conditions, are primarily in place and enforced to ensure that all clients have a professional environment to work in.
  - 1.3. Company and Contact Information: It is Your responsibility to keep the information and key contact information We use to communicate with You up to date through the App or Online Account (or other customer portal as advised to you from time to time). This includes but is not limited to email addresses, phone numbers, company address, Tax/VAT, and registration details as locally applicable. Your contact address details must be a legitimate business address or residential address of the primary contact; it must not be an IWG Center address (or other business center address).
  - 1.4. Availability at the start of an agreement: If for any unfortunate reason We cannot provide the Virtual Office services or Office/Co-Working accommodation in the Center stated in an agreement by the start date, We will have no liability to You for any loss or damage, but You may either move to one of Our other Centers (subject to availability), delay the start of the agreement, or cancel it.
  - 1.5. **AUTOMATIC RENEWAL:** SO THAT WE CAN MANAGE YOUR SERVICES EFFECTIVELY AND TO ENSURE SEAMLESS CONTINUITY OF THOSE SERVICES, ALL AGREEMENTS WILL RENEW AUTOMATICALLY FOR SUCCESSIVE PERIODS EQUAL TO THE CURRENT TERM UNTIL BROUGHT TO AN END BY YOU OR US. ALL PERIODS SHALL RUN TO THE LAST DAY OF THE MONTH IN WHICH THEY WOULD OTHERWISE EXPIRE. THE FEES ON ANY RENEWAL WILL BE AT THE THEN PREVAILING MARKET RATE. IF YOU DO NOT WISH FOR AN AGREEMENT TO RENEW THEN YOU CAN CANCEL IT EASILY WITH EFFECT FROM THE END DATE STATED IN THE AGREEMENT, OR AT THE END OF ANY EXTENSION OR RENEWAL PERIOD, BY GIVING US PRIOR NOTICE. NOTICE MUST BE GIVEN THROUGH YOUR ONLINE ACCOUNT OR THROUGH THE APP. THE NOTICE PERIODS REQUIRED ARE AS FOLLOWS:

<u>Term</u>	<u>Notice Period</u>
Month-to-Month	no less than 1 month's notice from the 1st day of any calendar month
3 months	no less than 2 months' notice prior to the end of the term
More than 3 months	no less than 3 months' notice prior to the end of the term
  - 1.6. We may elect not to renew an agreement. If so, We will inform You by email, through the App or Your online account, according to the same notice periods specified above.
  - 1.7. If the Center is no longer available: In the event that We are permanently unable to provide the services and accommodation at the Center stated in an agreement, We will offer You accommodation in one of Our other centers. In the unlikely event We are unable to find a nearby alternative accommodation, Your agreement will end, and You will only have to pay monthly fees up to that date and for any additional services You have used.
  - 1.8. Ending an agreement immediately: We may terminate an agreement immediately by giving You notice if (a) You become insolvent or bankrupt; or (b) You breach one of your obligations which cannot be put right, or which We have given You notice to put right and which You have failed to put right within 14 days of that notice; or (c) Your conduct, or that of someone at the Center with Your permission or invitation, is incompatible with ordinary office use and, (i) that conduct continues despite You having been given notice, or (ii) that conduct is material enough (in Our reasonable opinion) to warrant immediate termination; or (d) You are in breach of the "Compliance With Law" clause below. If We terminate an agreement for any of the reasons referred to in this clause You must, within 30 days of the date of Our notice of termination, pay Us as a lump sum payment all sums that would otherwise have fallen due and payable by you during the remainder of the period for which Your agreement would have lasted if We had not terminated it. You agree that this payment reflects a reasonable estimate of the actual damages that We will sustain in the event of an early termination.
  - 1.9. When an Office agreement ends: When an agreement ends You must vacate Your accommodation immediately, leaving it in the same state and condition as it was when You took it. If You leave any property in the Center, We may dispose of it at Your cost in any way We choose without owing You any responsibility for it or any proceeds of sale. If You continue to use the accommodation when an agreement has ended, You are responsible for any loss, claim or liability We may incur as a result of Your failure to vacate on time.
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1.10. Transferability: Subject to availability (which shall be determined in Our sole discretion) You may transfer Your agreement to alternative accommodation in the IWG network of Centers provided that Your financial commitment remains the same (or increases) and such transfer is not used to extend or renew an existing agreement. Such a transfer may require entry into a new agreement.

2. Use of the Centers:

2.1. Business Operations: You may not carry on a business that competes with Our business of providing serviced offices and flexible working. You may not use Our name (or that of Our affiliates) in any way in connection with Your business. You are only permitted to use the address of a Center as Your registered office address if it is permitted by both law and if We have given You prior written consent (given the administration there is an additional fee chargeable for this service which can be found in the House Rules). You must only use the accommodation for office business purposes. If We decide that a request for any particular service is excessive, We reserve the right to charge an additional fee. In order to ensure that the Center provides a great working environment for all, We kindly ask you to limit any excessive visits by members of the public.

2.2. Accommodation

2.2.1. Alterations or Damage: You are liable for any damage caused by You or those in the Center with Your permission, whether express or implied, including but not limited to all employees, contractors and/or agents.

2.2.2. IT Installations: We take great pride in Our IT infrastructure and its upkeep and therefore You must not install any cabling, IT, or telecom connections without Our consent, which We may refuse in our absolute discretion. As a condition to Our consent, You must permit Us to oversee any installations (for example, IT or electrical systems) and to verify that such installations do not interfere with the use of the accommodation by other clients or Us or any landlord of the building. Fees for installation and de-installation will be at Your cost.

2.2.3. Use of the Accommodation: An agreement will list the accommodation We initially allocate for Your use. You will have a non-exclusive right to the rooms allocated to You. Where the accommodation is a Coworking desk, this can only be used by one individual. It cannot be shared among multiple individuals. Occasionally to ensure the efficient running of the Centre, We may need to allocate different accommodation to You, but it will be of reasonably equivalent size, and We will notify You with respect to such different accommodation in advance.

2.2.4. Access to the Accommodation: To maintain a high level of service, We may need to enter Your accommodation and may do so at any time, including and without limitation, in an emergency, for cleaning and inspection or in order to resell the space if You have given notice to terminate. We will always endeavor to respect any of Your reasonable security procedures to protect the confidentiality of Your business.

2.2.5. Hybrid Working: You may use Your designated office for hybrid working (excluding Coworking desks). Hybrid working is defined as having more individuals registered with access to Your office than the specified maximum allowable occupants for that office at any one time. The management of individuals accessing your office is Your responsibility and should be managed through Your online account. At no time may the number of individuals working in Your accommodation exceed the maximum number of occupants allowed. A hybrid supplemental monthly fee will be payable by You for each individual registered above the maximum occupants allowed. This fee can be found in the House Rules.

2.3. Membership:

2.3.1. If You have subscribed to a Membership Agreement You will have entry access to all participating centers worldwide during standard business working hours and subject to availability. If You would like to stay after hours, please speak to the Community Team for instructions on, and availability of, after hours use.

2.3.2. Membership Usage: Usage is measured in whole days and unused days cannot be carried over to the following month. A membership is not intended to be a replacement for a full-time workspace and all workspaces must be cleared at the end of each day. You are solely responsible for Your belongings at the center at all times. We are not responsible for any property that is left unattended. Should You use more than Your membership entitlement, We will charge You an additional usage fee. You may bring in 1 guest free of charge (subject to fair usage). Any additional guests will be required to purchase a day pass.

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- 2.3.3. As a Member, You may not use any Center as Your business address without an accompanying office or virtual office agreement in place. Any use of the Center address in such a way will result in an automatic enrollment in the Virtual Office product for the same term as Your membership and You will be invoiced accordingly.
- 2.4. Workplace Recovery: The Workplace Recovery services are governed by these terms and conditions including, without limitation, Our liability to You and insurance. This service is detailed further in the Workplace Recovery Services Guide which is available upon request.
- 2.5. Compliance with Law: You must comply with all relevant laws and regulations in the conduct of Your business. You must not do anything that may interfere with the use of the Center by Us or by others (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, or cause loss or damage to Us (including damage to reputation) or to the owner of any interest in the building. If We have been advised by any government authority or other legislative body that it has reasonable suspicion that You are conducting criminal activities from the Center, or You are or will become subject to any government sanctions, then We shall be entitled to terminate any and all of Your agreements with immediate effect. You acknowledge that any breach by You of this clause shall constitute a material default, entitling Us to terminate Your agreement without further notice.
- 2.6. Ethical Trading: Both We and You shall comply at all times with all relevant anti-slavery, anti-bribery, and anti- corruption laws.
- 2.7. Data Protection:
- 2.7.1. Each party shall comply with all applicable data protection legislation. The basis on which we will process Your personal data is set out in our privacy policies (available on our website at [www.iwgplc.com/clientprivacypolicy](http://www.iwgplc.com/clientprivacypolicy)).
- 2.7.2. You acknowledge and accept that we may collect and process personal data concerning You and/or your personnel in the course of our agreement for services with you. Such personal data will be processed in accordance with our privacy policy. Where you provide this data to us, you will ensure that you have the necessary consents and notices in place to allow for this.
- 2.8. Employees: We will both have invested a great deal in training Our staff. Therefore, neither of us may knowingly solicit or offer employment to the other's staff employed in any Center (or for 3 months after they have left their employment). To recompense the other for staff training and investment costs, if either of us breaches this clause the breaching party will pay upon demand the other the equivalent of 6 months' salary of any employee concerned.
- 2.9. Confidentiality: The terms of an agreement are confidential. Neither of us may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for a period of 3 years after an agreement ends.
- 2.10. Assignment: An agreement is personal to You and cannot be transferred to anyone else without prior consent from Us unless such transfer is required by law. However, We will not unreasonably withhold our consent to assignment to an affiliate provided that You execute our standard form of assignment. We may transfer any agreement and any and all amounts payable by You under an agreement to any other member of Our group.
- 2.11. Applicable law: An agreement is interpreted and enforced in accordance with the law of the place where the Center is located other than in a few specific jurisdictions which are detailed in the House Rules. We and You both accept the exclusive jurisdiction of the courts of that jurisdiction. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.
3. Our liability to You and Insurance
- 3.1. The extent of Our liability: To the maximum extent permitted by applicable law, We are not liable to You in respect of any loss or damage You suffer in connection with an agreement, including without limitation any loss or damage arising as a result of our failure to provide a service as a result of mechanical breakdown, strike, or other event outside of Our reasonable control otherwise, unless We have acted deliberately or have been negligent. In no event shall We be liable for any loss or damage until You provide written notice and give Us a reasonable time to put it right. If We are liable for failing to provide You with any service under an agreement, then, subject to the exclusions and limits set out immediately below, We will pay any actual and reasonable additional expense You have incurred in obtaining the same or similar service from elsewhere.
- 3.2. Your Insurance: It is Your responsibility to arrange insurance for property which You bring in to the Center, for any mail You send or receive and for Your own liability to your employees and to third parties. We strongly recommend that You put such insurance in place.
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- 3.3. IT Services and Obligations: Whilst We have security internet protocols in place and strive to provide seamless internet connectivity, WE DO NOT MAKE ANY REPRESENTATION AND CANNOT GUARANTEE ANY MAINTAINED LEVEL OF CONNECTIVITY TO OUR NETWORK OR TO THE INTERNET, NOR THE LEVEL OF SECURITY OF IT INFORMATION AND DATA THAT YOU PLACE ON IT. You should adopt whatever security measures (such as encryption) You believe are appropriate to Your business. Your sole and exclusive remedy in relation to issues of reduced connectivity which are within Our reasonable control shall be for Us to rectify the issue within a reasonable time following notice from You to Us.
- 3.4. EXCLUSION OF CONSEQUENTIAL LOSSES: WE WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY TO YOU FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS. WE STRONGLY RECOMMEND THAT YOU INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.
- 3.5. Financial limits to our liability: In all cases, our liability to You is subject to the following limits:
- 3.5.1. without limit for personal injury or death;
- 3.5.2. up to a maximum of GBP 1 million (or USD 1.5 million or EUR 1 million or other local equivalent) for any one event or series of connected events for damage to Your personal property; and
- 3.5.3. in respect of any other loss or damage, up to a maximum equal to 125% of the total fees paid between the date services under an agreement commenced and the date on which the claim in question arises; or if higher, for office agreements only, GBP 50,000 / USD 100,000 / EUR 66,000 (or local equivalent).

#### 4. Fees

- 4.1. Service Retainer/Deposit: Your service retainer / deposit will be held by Us without generating interest as security for performance of all Your obligations under an agreement. All requests for the return must be made through Your online account or App after which the service retainer/deposit or any balance will be processed within 30 days to You once your agreement has ended and when You have settled Your account. We will deduct any outstanding fees and other costs due to Us before returning the balance to You. We will require You to pay an increased retainer if the monthly office or virtual office fee increases upon renewal, outstanding fees exceed the service retainer/deposit held and/or You frequently fail to pay invoices when due.
- 4.2. Taxes and duty charges: You agree to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which You are required to pay to any governmental authority (and, at Our request, You will provide to Us evidence of such payment) and (ii) any taxes paid by Us to any governmental authority that are attributable to Your accommodation, where applicable, including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, duties or other documentary taxes and fees.
- 4.3. Payment: We are continually striving to reduce our environmental impact and support You in doing the same. Therefore, We will send all invoices electronically and You will make payments via an automated method such as Direct Debit or Credit Card (wherever local banking systems permit). If You do not set up an automatic form of payment, You will be charged a refundable payment retainer equal to one time your monthly product fee. Invoices are due and payable on the due date stated in them.
- 4.4. Late payment: If You do not pay fees when due, a fee will be charged on all overdue balances. This fee will differ by country and is listed in the House Rules. If any part of an invoice is legitimately disputed, You shall give immediate written notice to Us, follow the requirements of the Disputes clause in the House Rules, and pay the amount not in dispute by the due date or be subject to late fees. We also reserve the right to withhold services (including for the avoidance of doubt, denying You access to the Center where applicable) while there are any outstanding fees and/or interest or You are in breach of an agreement.
- 4.5. Insufficient Funds: Due to the additional administration We incur, You will pay a fee for any returned or declined payments due to insufficient funds. This fee will differ by country and is listed in the House Rules.
- 4.6. Activation: An activation fee is payable in respect of each agreement You have with Us (including any new agreements entered into under clause 1.10 above). This fee covers the administrative cost of the client onboarding process and account setup. This fee is set out in each Local Services Agreement and is charged on a per occupant basis for Serviced Office and Coworking (dedicated desk), on a per location basis for Virtual Office, and on a per person basis for Membership. Further information is set out in the House Rules.
- 4.7. Indexation: If an agreement, including month to month agreements, continues for more than 12 months, We will increase the monthly fee on each anniversary of the start date in line with the relevant inflation rate detailed in the House Rules current at the time. If a country experiences high levels of inflation, indexation could be applied more frequently and is detailed in the House Rules current at the time.
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- 4.8. Office Restoration: Upon Your departure or if You choose to relocate to a different room within a Center, We will charge a fixed office restoration service fee to cover normal cleaning and any costs incurred to return the accommodation to its original condition and state. This fee will differ by country and is listed in the House Rules. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.
- 4.9. Standard services: Monthly fees, plus applicable taxes, and any recurring services requested by You are payable monthly in advance. Where a daily rate applies, the charge for any such month will be 30 times the daily fee. For a period of less than one month, the fee will be applied on a daily basis.
- 4.10. Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, are payable monthly in arrears at our standard rates which may change from time to time and are available on request.
- 4.11. Additional Fees: If Your use of the accommodation or treatment of the accommodation requires Us to incur additional costs for the provision of nonstandard service(s), including but not limited to deep cleaning, unusual rubbish removal, pest remediation, or additional security, We reserve the right to charge You for the cost of these services plus an additional 30% administration fee.
- 4.12. Discounts, Promotions and Offers: If You benefited from a special discount, promotion or offer, We will discontinue that discount, promotion or offer without notice if You materially breach Your agreement.

Global Terms March 2024

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May 2024

*These are Our House Rules which may change from time to time and apply to all Our facilities operating under different brands.*

#### Accommodation(s)

1. Center Access: Office and Co-working customers have 24/7 access to their center (unless local restrictions apply). Virtual Office and Membership customers have access to centers during manned hours (weekdays 8:30 a.m. to 5:00 p.m.) unless otherwise arranged with the Community Manager of the designated center. We shall provide use of meeting rooms and private offices subject to availability and upon reservation only. We shall also provide business and administrative support services on demand (to the extent available). Use of these services may be subject to additional fees.
2. Upon Move-In: We will ask You to sign an inventory of all accommodation, furniture, and equipment You are permitted to use, together with a note of its condition, and details of the keys or entry cards issued to You.
3. Signage: You may not put up any signs on the doors of Your accommodation or anywhere else visible from outside the room(s) You are using without written approval from the local Business Center team. We reserve the right to charge a fee for any signage and to specify its design to ensure it remains in keeping with the Center's design.
4. Our Property: You must take good care of all parts of the Business Center, its equipment, fittings, and furnishings You use. You must not alter any part of it.
5. Keys and Security: Any keys or entry cards which We let You use remain Our property at all times. You must not make any copies of the keys and/or entry cards or allow anyone else to use them without Our consent. Any loss must be reported to Us immediately and You must pay a reasonable fee for replacement keys or cards and of changing locks, if required. Access Devices (Keys, Cards, Fobs) to the building, centre, and offices are limited to the number of occupied workstations. Additional devices may be purchased for a one-time activation fee, fee is available upon request. Where applicable, all persons receiving access devices must complete the ID verification process, including one form of photo ID. This rule improves security levels of the Business Center. If You are permitted to use the Business Center outside normal working hours, it is Your responsibility to lock the doors to Your accommodation and to the Business Center when You leave. This is to ensure the safety of individuals and property at the Business Center.
6. Day Office and Coworking Monthly Allocation Policy: For 5 day and 10-day Memberships as well as Virtual Office Plus, cancellation of a Day Office or Coworking booking less than 10 days from the booking date will not be refunded to the monthly allocated days. The monthly allocated days cannot be carried over to future months or used for meeting rooms. Private office assignment is at our sole discretion and all usage subject to our house rules.

#### Use of the Business Center

7. Entrances and Exits: You shall not leave open any corridor doors, exit doors or door connecting corridors during or after business hours for security purposes; and if You do so, it will be at Your own risk. All corridors, halls, elevators, and stairways shall not be obstructed by You or used for any purpose other than entering and exiting. You can only use public areas with Our consent and those areas must always be kept neat and attractive.
8. Cameras: In selected centers We use camera recording for security purposes, whereby signage will be clearly posted.



9. Name and Address: At Your request, We are happy to include Your name in the house directory at the Business Center, where this facility is available. There may be a charge for this service. You must not use Our name in any way in connection with Your business. You may not use the Business Center as Your registered address for service-of-process. You may not use the Business Center address in any way without a written agreement at each specific location.
10. Phone Number: You agree the phone number(s) assigned to You is for Your use during the term of Your agreement. The phone numbers remain Our property and You have no contractual or vested interests in the present telephone service or telephone numbers provided by Us. You agree not to list the phone number in any “white or yellow” pages.
  - You cannot port phone numbers into or out of Our phone system. To use Your existing phone number with Our phone service, You agree to forward Your phone number to a phone number owned and assigned by Us.
11. Employees and Guests: You and your guests shall conduct themselves in a business-like manner both inside Your office(s) accommodation and throughout the property; proper business attire shall be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other customers; and you will abide by our directives regarding security, keys, parking, and other such matters common to all occupants. You agree to maintain your accommodation in good condition throughout the duration of the agreement, specifically, your accommodation will be kept clean (e.g., free of rubbish and any food storage) so as not to draw or attract pests/vermin. You confirm your office(s) is free of items not related to general office use, including without limitation medical waste, needles, bodily fluids and the like. No part of the office or Business Center may be used for overnight accommodation.
12. Equipment: You shall not, without Our prior written consent, store or operate in Your office(s) or the Business Center(s), any computer (excepting a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, radio, stereo equipment, or other mechanical amplification equipment, audio and/or video surveillance equipment, security alarms, vending or coin operated machine, refrigerator, boiler, or coffee equipment. Additionally, You must not conduct a mechanical business therein, do any cooking therein, park any electric powered vehicle, or use or allow to be used in the building where the Business Center is located, oil burning fluids, gasoline, kerosene for heating, warming, or lighting. No offensive gases, odours or liquids shall be permitted. The Business Centre is intended to be used solely for office use.
13. Weapons: No weapons concealed or otherwise, shall be permitted. No article deemed hazardous on account of fire, or any explosives, including ammunition of any kind, shall be brought into the Business Center. No member of the community or sales team has the ability to waive this provision, or to authorize you to have weapons on these premises. If you are found to be in violation of this rule, your agreement will be immediately terminated, with zero tolerance.
14. Electrical: The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise was first obtained from Us at an agreed cost to You. If You require any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Your expense by the personnel designated by Us.
15. Common Areas: You may not conduct business in the hallways, reception area, or any other area except in Your designated office without Our prior written consent.
16. Shared Space: You shall not use the co-working shared space for meetings or free guests. Day offices or meeting rooms should be used to accommodate these needs, charged at the standard rates. You will not use or occupy more space than what is included in Your agreement. A single co-working agreement includes space for one desk, one chair, and one pedestal; no additional furniture or other items can be brought into the center.

17. Animals: You shall bring no animals into the Building other than service animals covered under the Americans with Disabilities Act (ADA). Service animals are defined as animals who have been trained to perform a specific job or task. Emotional support animals are not covered under ADA and are not allowed in the center. If a service animal becomes disruptive and You do not take effective action to control it, We may request the animal to be removed from the premises.
18. Complimentary Membership: Office, Co-Working (dedicated desk), Virtual Office, and Virtual Office Plus customers receive complimentary Membership(s). Your complimentary Membership can be used in any of Our participating locations. Use of Business Lounges and other Membership services is governed by the Membership terms and conditions.
19. Co-work and Office Memberships: All members must check in at reception. Checking in will constitute a day's usage against the Member's allocated days per month.
20. Guest Policy: When booking a day office, you must select the correct number of people to attend. This will ensure the correct size room is available and pricing can be correctly quoted for you. All day office occupants included in the booking may access and use internet services free of charge. The day office customer must provide their guest(s) with the booking reference so they can access the internet. Office Membership customers are permitted one guest free of charge.
21. Manufacturing and Storage: You shall not use the Business Center for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes. You shall not occupy or permit any portion of the Business Center to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics, or tobacco in any form.
22. Locks: No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Business Center by You nor shall any changes be made to existing locks or the mechanisms thereof.
23. Soliciting: You may only solicit other customers for business or any other purpose through center approved channels (e.g., through noticeboards and networking events held at the center).
24. Your Property: All property belonging to You or any of Your employees, agents, or invitees, shall be at the risk of such person only and We shall not be liable for damages thereto or for theft or misappropriation thereof.
25. Smoking: Smoking of any type i.e., nicotine, electronic, vaping or any other form, shall be prohibited in all public areas, including meeting and training rooms. No smoking shall be permitted at any time in any area of the Business Center (including open or closed offices).
26. Harassment: You and Your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behavior to Our team members, other customers or invitees, verbal or physical in the Business Center for any reason. We have a zero-tolerance policy towards any workplace harassment and violence. Any breach of this rule is a material breach of Your agreement (not capable of remedy), and Your agreement may be terminated immediately, and services will be suspended without further notice.
27. Health and Safety: In order to ensure all Center users have a safe and secure working environment, You, Your employees and visitors must comply with all health and safety requirements set out by Us, by law and as are otherwise applicable to the Center. Therefore, in the event You expect to have multiple/numerous visitors, depending on the specific circumstances, We may require You to take an additional office or meeting room space at current rates to accommodate those visitors or those visitors may be refused access to the center. Please discuss any high-volume visitor requirements You may have with Your center team in advance.
28. Hybrid Working: You may use your designated private office for hybrid working (excluding coworking desks). Hybrid working is defined as having more individuals registered with access to your office than the specified maximum allowable occupants for that office at any one time. The management of individuals accessing your office is your responsibility and should be managed through your online account. At no time may the number of individuals working in your accommodation exceed the maximum number of occupants allowed. A hybrid supplemental monthly fee will be payable by you for each individual above the maximum occupants allowed. This hybrid supplement is \$99 per occupant per month.

## Services and Obligations

29. Furnished Office Accommodation: You shall not affix anything to the windows, walls or any other part of the office or the Business Center or make alterations or additions to the office or the Business Center without Our prior written consent. Your office(s) and the property will be used in a business-like manner at all times by you and your guests and free of behaviour which could be considered a material breach of the agreement including but not limited to sleeping, inappropriate or indecent conduct, or unsanitary use of the accommodation.
30. Facility Services: We are happy to discuss special arrangements for the use of the facilities outside the Business Center standard business opening hours or, the standard working days where the Business Center is located. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.
31. Pay-As-You-Use Services: All of the pay-as-You-use services are subject to the availability of the Business Center staff at the time of any service request. We will endeavour to deal with a service request at the earliest opportunity and provide the additional service You require, but We will not be held responsible for any delay.
  - If in Our opinion, We decide a request for any pay-as-You-use service is excessive; We reserve the right to charge an additional fee at Our usual published rates based on the time taken to complete the service. This will be discussed and agreed between Us and You at the time You make such a request.
32. Service Availability: Services provided by Your Community team will be available during standard business opening hours. Internet access and phone lines are also available after hours and weekends. Where an active phone line is in use, if You/We move your agreement to another location or your agreement is suspended due to non-payment, your phone number associated with the line will no longer be available and a new number will need to be assigned.
33. Heating and Air-Conditioning (HVAC): Where HVAC is provided in the building and on the floor, it will be available during our business hours. Any out of hours requests for additional HVAC may incur a fee. Please speak to your Community Team for more information.
34. Mail Acceptance Policy: We will not accept any items exceeding 4.5 kg (10 lbs.) in weight, 46 cm (18") in any dimension, 0.03 cubic meters (1 cubic foot) in volume or if it contains any dangerous, live or perishable goods and We shall be entitled in Our absolute discretion to return any uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful. Items of larger size will only be accepted upon mutual prior agreement. We do not guarantee or assume responsibility for any of the services hereunder.
  - To prevent Our facility or address from being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations:
    - We will not forward mail received on Your behalf outside of the US or Canada.
    - We will only forward mail received on Your behalf to an address that is associated with your company or an employee home address. For clarity this means we will not forward packages to a third-party.
    - We reserve the right to immediately suspend services and/or terminate the agreement if We determine Our facility or address is being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations. Please note, any termination due to violation of these House Rules does not put an end to Your financial obligation.
  - We may charge an administrative fee if We feel there is an excessive volume of mail received and processed by Our team on Your behalf.
35. Know Your Customer (KYC) Requirements: For some services We provide, We may require obtaining confirmation of personal and business identification/documentation from You. Where this is a requirement, We will only be able to commence those services You have contracted for once You have provided the requested information.

36. Fair Usage: Where unlimited services (e.g., telephone calls, printing, scanning etc.) are included within a service package, these are subject to a fair usage as defined by The Provider. The Provider reserves the right to limit or withdraw The Customers use without notice if The Provider feels The Customer is in breach of fair usage.
37. Parking: You and your guests agree to follow and comply with the parking rules we and the building management set forth as it relates to the use of the parking lot. A copy of the rules is available to you upon request or will be posted within the parking area.

#### Our Services Agreement

38. Cross Default: You agree that, if you are in default under any agreement with us (or with any of our affiliates), we may, without prejudice to any other rights, withhold any services to be provided under this agreement with respect to such default (including access to any accommodation). We may use any funds held by way of retainer under this agreement to discharge any unpaid sums due to us (or our affiliates) under any agreement with us (or with any of our affiliates).
39. Online Account/App: All Day Office and Meeting Room bookings, copies of Your agreement, correspondence and a downloadable statement of account are available via Your online account or on the app. These are accessible at Your convenience to actively manage Your account. All administration of Your agreement can be managed online through Our website or mobile app. You can log into Your online account simply by going to the website and clicking 'Log in' at the top of the screen. The app is also available in both the Apple and Android stores.
40. Company Name Change: If there is a need to change the name of Your company, requests must be made through Your online account. Please note You can request to receive up to three invoices regenerated with Your new company name. These invoices can only be generated for the last three invoice periods before the date the change was made.
41. Company and Contact Information: It is your responsibility to keep the information and key contact details we use to communicate with you up to date through the app or online account. This includes but is not limited to email addresses, phone numbers, and company address.
42. Subordination: This agreement is subordinate to Our lease or agreement with the owner of the building in which the centre is located and to any other agreements to which our agreement with the building owner is subordinate.
43. Mail Handling Services: Each company can receive mail at their home centre but is only allowed one company name per agreement. Office customers may receive mail for each occupant's name. Virtual Office customers may receive mail for up to three named contacts per agreement. Service for additional company names or contacts must be purchased under separate agreements.
44. Termination: We reserve the right to immediately restrict services, cancel renewal, and/or terminate the agreement if We determine Our facility or address is being used in connection with possible fraudulent activity or activity that may be a violation of laws or governmental regulations. We have the right to terminate the Agreement immediately if You are or become (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the U.S Department of the Treasury Office of Foreign Assets Control ("OFAC") or on any similar list (collectively, the "List"), or (ii) a person, entity, or government with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

## Fees

45. Activation Fees: There will be a one-time, non-refundable per-occupant fee for Office and Coworking (dedicated desk) customers, a per-location fee for Virtual Office customers, and a per-person fee for Memberships. This fee will cover all aspects of onboarding, administration, and setup. For Office and Coworking (dedicated desk) customers, there will be a fee for each new occupant added. If there is no occupant, one activation fee will be charged. If there is a move to a different office in the same location no fees will be assessed if the occupants do not increase. For moves to a new location (at Your request) all occupants will be assessed a fee as they will have to be set up again at the new location. For Virtual Office customers a new activation fee will only be assessed if there is a move to a new location (at Your request). If You switch product (e.g., change from Virtual Office to Office) You will be charged the relevant activation fee for the new product.
46. Standard Services: The standard fee and any fixed, recurring services requested by You are billed in advance. Where a daily rate applies, the charge for any such month will be 30 times the standard fee. For a period of less than a month the standard fee will be applied daily. All services will renew automatically at the prevailing market rate. If You would like to stop a recurring service, please speak with Your community team; they will be able to remove the service starting from the next calendar month from Your request.
47. Pay-as-You-use (one-off) Services: Fees for pay-as-You-use services, plus applicable taxes, in accordance with Our published rates which may change from time to time, are billed in arrears.
48. Call Charges: Charges will not be applied for call transfers to Your voicemail and will be applied when transferring a call to a nominated number. Call charges are based on local telecom rates and vary dependent on destination to local, national, and international numbers.
49. Mainline Answering: The ‘main line answering’ service for any of the Office and Virtual Office products is not intended for main sales lines, large marketing campaigns, call centers and/or main customer support lines. We reserve the right to charge an additional fee of \$1.00 per call, should Your business exceed 80 calls in a month.
50. Unlimited Coffee & Tea/Kitchen Amenity Service (where available): Allows You and Your visitors access to unlimited self-service coffee and hot beverages and is charged per office occupant per month. You can opt out of this service through Your online account.
51. Office Restoration Service: A fee of \$4.50 per square foot for each occupied office will be charged upon Your departure or if You, at Your option, chooses to relocate to different rooms within the Center. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.
52. Annual Indexation: For all agreements with a term greater than 12 months, or a month-to-month agreement not terminated within 12 months, the indexation applied is 4.7%. In high-inflation countries, indexation may be applied on a quarterly basis based on the start date of the agreement. The indexation rate applied is based on the current indexation rate at the time of it being applied (not at the time of signing the agreement). Please speak to your Community Team at any time to request the current indexation rate.
53. Business Continuity Service: Business Continuity is a service provided for 3 months following Your departure (agreement end date) from the business center, to cover the management of mail, calls and visitors. Prices can be obtained upon request.

### Description:

- We will provide a pre-recorded message on Your existing phone confirming Your new number.
- Should any visitors come to the center, Our professional receptionist team will give them the new office address. Also provided is a one-page flyer with Your new contact information to make it easy for visitors to find You.
- We will continue to collect mail to ensure correspondence is not missed. If You choose to have them forwarded to the new address, We will do so at the preferred customer rates and a credit card must be on file.

- For Customers who sign an office agreement dated December 7, 2015, to present, the Business Continuity service is optional.
  - If the Business Continuity package is not purchased:
    - Phones will be disabled with no forwarding message.
    - Mail will be returned to sender.
    - No information will be given to Your guests other than You no longer have space there.
54. Late Payment: We incur extra costs if you pay late. We will, therefore, charge you an administration fee of \$25 plus 5% of the overdue balance on all overdue balances under \$1,000 if the payment is late. For balances equal to or greater than \$1,000 we charge you an administration fee of \$50 plus 5% of the overdue balance. If your account becomes grossly overdue, you may be charged further collection fees we incur in administering your account.
55. Disputes: If you dispute any amount in an invoice, you must give us prompt written notice of the disputed amount. You have the duty to prove the disputed amount was billed in error and, if there is an actual billing error, we shall correct it with a credit note, and the outstanding invoice will be immediately payable. If you fail to prove an error in the billing, the disputed amount shall be undisputed, due immediately and subject to applicable late fees.
56. Insufficient Funds: You will pay a fee of \$50, or the maximum amount permitted by law, for failed payments due to declined credit cards, insufficient funds from direct debit payments, or returned checks.
57. Retainer/Deposit: For Office customers, retainers are calculated at least two-times the highest agreed monthly fee during the term, unless otherwise agreed in writing. For Co-Working customers, retainers are calculated at least one-time the highest agreed monthly fee during the term, unless otherwise agreed in writing. Top-up retainers are charged automatically to meet the minimum amount for each product which is calculated upon renewal or when moving to a different office. For security, We will only return retainers/ deposits via bank transfer or ACH, which may request via your online account.
58. Retainer Maintenance Fee: Any retainer or customer account with a credit balance not claimed after 120 days will each be charged a monthly \$50 account maintenance fee.

#### Liability

59. Mail: You release Us from any liability arising out of or incurred in connection with any mail or packages sent or received on Your behalf. We hold no liability over loss or damage of delivered or any transit goods.
60. Services: You are liable for all fees and any other amounts for which services are requested or rendered regardless of whether a payment made by any particular medium is declined or rejected in whole or in part. If requested by Us, You will immediately pay by an alternate form of payment accepted by Us.

#### Force Majeure

61. Force Majeure: We shall have no liability to You under this agreement if We are prevented from, or delayed in, performing Our obligations under this agreement or from carrying on Our business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. Our obligation to perform Our obligations shall be suspended during the period required to remove such force majeure event. We shall notify You as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation (if any) in the same Business Center or in another available business centers.

## USPS Regulations

62. USPS Regulations: You acknowledge We will comply with the USPS regulations regarding Your mail. You must also comply with all USPS regulations. Failure to comply will result in immediate termination of mail services. Please note, any termination due to violation of these House Rules does not put an end to Your financial obligation. If this Agreement is for a Mailbox Plus program, You must complete a separate U.S. Postal Service Form 1583 (“Form 1583”) to receive mail and/or packages at the Center. You acknowledge this Agreement and Form 1583 may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. You must use the exact mailing address, inclusive of the Private Mailbox designation, without modification as set forth in Section Two (2) of Form 1583. Your mail must bear a delivery address containing at least the following elements, in this order, (i) Intended addresses name or other identification, (ii) Street number and name, (iii) secondary address, (iv) “PMB” or # and Your designated PMB number, and (v) City, State and ZIP Code (5-digit or ZIP+4). USPS may return mail to the sender without a proper address. When Your agreement ends, You agree not to file a change of address form with the USPS.

## IT and Technology Policy

63. Introduction: This Policy applies where You wish to use Our Telecommunication and Internet connectivity services and equipment.
- We are considered a Downstream Service Provider (DSP), which means We provides a personalised connection to the Internet which is managed and protected via a firewall.
  - Our Internet service provides You with an Internet connection supporting regular business activity such as web browsing, the ability to send and receive electronic communications, access to business applications and the like.
64. Our Internet and Telecommunications
- a. Content: You acknowledge We do not monitor the content of information transmitted through Our telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, and data lines (“Telecommunications Lines”). You further acknowledge We are merely providing a conduit for Your Internet transmissions, similar to a telephone company, and We accept no liability for the content of transmissions by You.
  - b. Restrictions: Our Internet service may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct constituting a criminal offence or gives rise to civil liability. You are responsible for maintaining the basic security and virus protection of Your systems to prevent Your use by others in a manner which violates the Service Agreement. You are responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.
  - c. Interference: You cannot interfere or install equipment that interferes with or disrupts the functioning of Our own equipment or the equipment of Our other customers. This will be considered as a breach to these house rules.

- d. Security Violations: You are prohibited from engaging in any violations of system or network security. Our internet service may not be used in connection with attempts - whether or not successful - to violate the security of a network, service, or other system. Examples of prohibited activities include, without limitation, hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. We reserve the right to suspend the Internet access upon notification from a recognized Internet authority or ISP regarding such abuse. We may disconnect Your equipment and withhold services if We consider Your hardware or software is, or has become, inappropriate for connection to Our network. You are responsible for Your own virus or malware protection on Your systems and hardware.
- e. Our Internet: Services are only available at Our locations and connection to Our network is only permitted at those locations or via Our provided services. You must not create any links between Our network and any other network or any telecommunications service without Our consent.
- f. Revisions to this Policy: We may modify this Policy at any time, with or without notice.
- g. Special Requirements:
  - i. It is to note a number of ports are blocked through Our firewall for outbound traffic, such as: H323, Napster\_8888, Nbdatagram, Nbname, RealPlayer-grp, TCP-135, TCP-139, TCP-1433, TCP- 1434, UDP-1434.
- h. DISCLAIMER OF LIABILITY FOR DATA: We take no responsibility for personal or other third-party data that belongs to customers and is left on Our copiers or visible on the network.
- i. DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS: As part of its services to You, We may provide third party Internet access and computer hardware and software ("Third Party Services"). WE DISCLAIM ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD-PARTY SERVICES. YOU ACKNOWLEDGE THAT NO REPRESENTATION HAS BEEN MADE BY US AS TO THE FITNESS OF THE THIRD-PARTY SERVICES FOR YOUR INTENDED PURPOSE.
- j. DISCLAIMER OF LIABILITY FOR YOUR EQUIPMENT: ALL YOUR EQUIPMENT STORED IN OUR TELECOMMUNICATIONS ROOM IS STORED AT YOUR OWN RISK. WE DISCLAIM ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.
- k. DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE: We do not provide any service level agreement to You regarding provision or loss of service for Your Internet services. We shall not be liable for any indirect damages, including lost profits, arising out, or resulting from any loss of service or degradation of connectivity/access to the Internet with the Service Agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.

Additional Clauses for Signature and Spaces Branded Locations

65. Business Club:

- a. Access: You will have access to the Business Club between 8:30am – 5:00pm Monday to Friday, or such time as is agreed with Us. Outside of these hours the area will be closed and secured. We, however, are entitled to reserve parts of the Business Club at any time.
- b. Fair usage: The Business Club is designed to be enjoyed by You and Your guests for temporary use and not as a place for continuous everyday work. If We feel Your use of the space is impeding other members from having fair use of the space, We might ask You to adjust Your membership or moderate Your use. If You are leaving a seat You are working from for any length of time, please take Your belongings with You or place them in a locker. We reserve the right to move Your belongings if left too long and are taking up required seats.



- c. Meeting rooms: You have access to the business club which includes a number of informal meeting room spaces.
  - d. Events: Events can be hosted in various areas within the business club. If You are interested in holding an event, please ask reception for further details. Setting up and dismantling an area of the business club for an evening event should only take place after 3pm in order to prevent noise disturbing other members.
66. Café-deli: Where available the Café deli is generally open during office hours. Typical hours of operation will vary per location, but we are permitted to vary those hours of operation without notice. Each member is required to clear away consumed food and drinks and leave the area clean for other members and guests. Alcohol purchased from the Café deli may only be consumed on the premises. We do not allow alcohol to be consumed in the business club that has been bought off the premises. All members consuming alcohol must be above the local legally approved drinking age. We are not responsible for injury, damage or other incidents related to alcohol consumption within the Business Club. Anyone who appears to be intoxicated will be asked to leave the premises.
67. Food and Drink: Any food and drink, including alcoholic beverages, brought in from outside the centre should not be consumed in the café area or meeting rooms within the Business Club.



# RENEWAL SERVICE AGREEMENT

Regus SPACES HQ Signature No 18

AGREEMENT DATE : NOVEMBER 9, 2023

BUSINESS CENTER ADDRESS:	CLIENT ADDRESS (NOT A BUSINESS CENTER ADDRESS):
	<b>Company Name</b> Asset Entities, LLC
<b>TX, Dallas - The Crescent</b>	<b>Contact Name</b> Matt Krueger
100 Crescent Court	<b>Address *</b> <input type="text" value="100 Crescent Ct"/>
7th Floor	<input type="text" value="7th Floor"/>
Dallas	<b>City *</b> <input type="text" value="Dallas"/>
Texas	<b>State/ County/ Province/ Municipality/ Governorate *</b> <input type="text" value="Texas"/>
75201	<b>Post Code *</b> <input type="text" value="75201"/>
United States of America	<b>Country *</b> <input type="text" value="United States of America"/>
	<b>Phone number *</b> <input type="text" value="United States of America +1"/>
	<input type="text" value="262-527-0966"/>
	<b>Email *</b> <input type="text" value="cfo@assetentities.com"/>

## RENEWAL PAYMENT DETAILS (EXCLUDING TAX AND OPTIONAL SERVICES)

Office Number	Number of People	Total Monthly Office Price	Discount for Longer Term	Total Monthly Discount	Discounted Monthly Renewal Price
7098	1	\$ 5,490.00	\$ 161.00	\$ 161.00	\$ 5,329.00
<b>TOTALS</b>	<b>1</b>	<b>\$ 5,490.00</b>	<b>\$ 161.00</b>	<b>\$ 161.00</b>	<b>\$ 5,329.00</b>
<b>2.93 %</b>					

SERVICE PROVISION:	Start Date	March 1, 2024	End Date*	November 30, 2024
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COMMENTS:

- \* All agreements end on the last calendar day of the month. [More info](#)
- Invoices/Fees are charged on a monthly basis which is calculated based on a 30-day month. [More info](#)
- A refundable service retainer equivalent to 2 x monthly office fee will be payable. [More info](#)

**Promotion:** Any promotion or discount is for the initial term of the agreement.

## TERMS AND CONDITIONS

We are Regus Management Group, LLC, please click the link below for terms and conditions.

AGREEMENT TO ARBITRATE; CLASS ACTION WAIVER: Any dispute or claim relating in any way to this agreement shall be resolved by binding arbitration administered by the American Arbitration Association in accord with its Commercial Arbitration Rules (available at [www.adr.org](http://www.adr.org)), except that You or We may assert claims in small claims court and You and We may pursue court actions to remove You, or prevent Your removal, from the Center if You do not leave when this agreement terminates. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this agreement. The arbitrator shall not conduct arbitration as a class or representative action. You and We acknowledge that this agreement is a transaction in interstate commerce governed by the Federal Arbitration Act. You and We agree to waive any right to pursue any dispute relating to this agreement in any class, private attorney general, or other representative action.

[Download the terms and conditions](#)

[Download the house rules](#)



This website is secure. Your personal details are protected at all times.



[Print Agreement](#)

**CONFIRMATION NO : R-2747011**

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**These General Terms and Conditions apply to Office/Co-Working, Virtual Office, and Membership agreements for services We supply to You.**

1. General Agreement

- 1.1. Nature of an agreement: At all times, each Centre remains in Our possession. YOU ACCEPT THAT AN AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN YOUR FAVOUR WITH RESPECT TO THE CENTRE.
- 1.2. House Rules: The House Rules, which are incorporated into these terms and conditions, are primarily in place and enforced to ensure that all clients have a professional environment to work in.
- 1.3. Company and Contact Information: It is Your responsibility to keep the information and key contact information We use to communicate with You up to date through the App or Online Account (or other customer portal as advised to you from time to time). This includes but is not limited to email addresses, phone numbers and company address. Your contact address details must be a legitimate business address or residential address of the primary contact; it must not be an IWG Centre address (or other business centre address).
- 1.4. Availability at the start of an agreement: If for any unfortunate reason We cannot provide the Virtual Office services or Office/Co-Working accommodation in the Centre stated in an agreement by the start date, We will have no liability to You for any loss or damage, but You may either move to one of Our other Centres (subject to availability), delay the start of the agreement or cancel it.
- 1.5. **AUTOMATIC RENEWAL:** SO THAT WE CAN MANAGE YOUR SERVICES EFFECTIVELY AND TO ENSURE SEAMLESS CONTINUITY OF THOSE SERVICES, ALL AGREEMENTS WILL RENEW AUTOMATICALLY FOR SUCCESSIVE PERIODS EQUAL TO THE CURRENT TERM UNTIL BROUGHT TO AN END BY YOU OR US. ALL PERIODS SHALL RUN TO THE LAST DAY OF THE MONTH IN WHICH THEY WOULD OTHERWISE EXPIRE. THE FEES ON ANY RENEWAL WILL BE AT THE THEN PREVAILING MARKET RATE. IF YOU DO NOT WISH FOR AN AGREEMENT TO RENEW THEN YOU CAN CANCEL IT EASILY WITH EFFECT FROM THE END DATE STATED IN THE AGREEMENT, OR AT THE END OF ANY EXTENSION OR RENEWAL PERIOD, BY GIVING US PRIOR NOTICE. NOTICE MUST BE GIVEN THROUGH YOUR ONLINE ACCOUNT OR THROUGH THE APP. THE NOTICE PERIODS REQUIRED ARE AS FOLLOWS:

<u>Term</u>	<u>Notice Period</u>
Month-to-Month	no less than 1 months' notice from the 1st day of any calendar month
3 months	no less than 2 months' notice prior to the end of the term
More than 3 months	no less than 3 months' notice prior to the end of the term

- 1.6. We may elect not to renew an agreement. If so, We will inform You by email, through the App or Your online account, following the same notice periods specified above.
  - 1.7. If the Centre is no longer available: In the event that We are permanently unable to provide the services and accommodation at the Centre stated in an agreement, We will offer You accommodation in one of Our other centres. In the unlikely event We are unable to find a nearby alternative accommodation, Your agreement will end, and You will only have to pay monthly fees up to that date and for any additional services You have used.
  - 1.8. Ending an agreement immediately: We may terminate an agreement immediately by giving You notice if (a) You become insolvent or bankrupt; or (b) You breach one of your obligations which cannot be put right, or which We have given You notice to put right and which You have failed to put right within 14 days of that notice; or (c) Your conduct, or that of someone at the Centre with Your permission or invitation, is incompatible with ordinary office use and, (i) that conduct continues despite You having been given notice, or (ii) that conduct is material enough (in Our reasonable opinion) to warrant immediate termination; or (d) You are in breach of the "Compliance With Law" clause below. If We terminate an agreement for any of the reasons referred to in this clause You must, within 30 days of the date of Our notice of termination, pay Us as a lump sum payment all sums that would otherwise have fallen due and payable by you during the remainder of the period for which Your agreement would have lasted if We had not terminated it. You agree that this payment reflects a reasonable estimate of the actual damages that We will sustain in the event of an early termination.
  - 1.9. When an Office agreement ends: When an agreement ends You must vacate Your accommodation immediately, leaving it in the same state and condition as it was when You took it. If You leave any property in the Centre, We may dispose of it at Your cost in any way, We choose without owing You any responsibility for it or any proceeds of sale. If You continue to use the accommodation when an agreement has ended, You are responsible for any loss, claim or liability We may incur as a result of Your failure to vacate on time.
  - 1.10. Transferability: Subject to availability (which shall be determined in Our sole discretion) You may transfer Your agreement to alternative accommodation in the IWG network of Centres provided that Your financial commitment remains the same (or increases) and such transfer is not used to extend or renew an existing agreement. Such a transfer may require entry into a new agreement.
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2. Use of the Centres:
    - 2.1. Business Operations: You may not carry on a business that competes with Our business of providing serviced offices and flexible working. You may not use Our name (or that of Our affiliates) in any way in connection with Your business. You are only permitted to use the address of a Centre as Your registered office address if it is permitted by both law and if We have given You prior written consent (given the administration there is an additional fee chargeable for this service). You must only use the accommodation for office business purposes. If We decide that a request for any particular service is excessive, We reserve the right to charge an additional fee. In order to ensure that the Centre provides a great working environment for all, We kindly ask you to limit any excessive visits by members of the public.
    - 2.2. Accommodation
      - 2.2.1. Alterations or Damage: You are liable for any damage caused by You or those in the Centre with Your permission, whether express or implied, including but not limited to all employees, contractors and/or agents.
      - 2.2.2. IT Installations: We take great pride in Our IT infrastructure and its upkeep and therefore You must not install any cabling, IT, or telecom connections without Our consent, which We may refuse in our absolute discretion. As a condition to Our consent, You must permit Us to oversee any installations (for example IT or electrical systems) and to verify that such installations do not interfere with the use of the accommodation by other clients or Us or any landlord of the building. Fees for installation and de-installation will be at Your cost.
      - 2.2.3. Use of the Accommodation: An agreement will list the accommodation We initially allocate for Your use. Where the accommodation is a Co-working desk, this can only be used by one individual, it cannot be shared amongst multiple individuals. Occasionally to ensure the efficient running of the Centre, We may need to allocate different accommodation to You, but it will be of reasonably equivalent size, and We will endeavour, where reasonably practicable, to give you at least a month's advance notice of a change of allocation.
      - 2.2.4. Access to the Accommodation: In order to maintain a high level of service, We may need to enter Your accommodation and may do so at any time, including without limitation, in an emergency, for cleaning and inspection or in order to resell the space if You have given notice to terminate. We will always endeavour to respect any of Your reasonable security procedures to protect the confidentiality of Your business.
      - 2.2.5. Hybrid Working: You may use Your designated office for hybrid working (excluding Coworking desks). Hybrid working is defined as having more individuals registered with access to Your office than the specified maximum allowable occupants for that office at any one time. The management of individuals accessing your office is Your responsibility and should be managed through Your online account. At no time may the number of individuals working in Your accommodation exceed the maximum number of occupants allowed. A hybrid supplemental monthly fee will be payable by You for each individual registered above the maximum occupants allowed. This fee can be found in the House Rules.
    - 2.3. Membership:
      - 2.3.1. If You have subscribed to a Membership Agreement You will have access to all participating centres worldwide during standard business working hours and subject to availability.
      - 2.3.2. Membership Usage: Usage is measured in whole days and unused days cannot be carried over to the following month. A membership is not intended to be a replacement for a full-time workspace and all workspaces must be cleared at the end of each day. You are solely responsible for Your belongings at the centre at all times. We are not responsible for any property that is left unattended. Should You use more than Your membership entitlement, We will charge You an additional usage fee. You may bring in 1 guest free of charge (subject to fair usage). Any further guests will be required to purchase a day pass.
      - 2.3.3. As a Member, You may not use any Centre as Your business address without an accompanying office or virtual office agreement in place. Any use of the Centre address in such a way will result in an automatic enrolment in the Virtual Office product for the same term as Your membership and You will be invoiced accordingly.
    - 2.4. Compliance with Law: You must comply with all relevant laws and regulations in the conduct of Your business. You must not do anything that may interfere with the use of the Centre by Us or by others (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, or cause loss or damage to Us (including damage to reputation) or to the owner of any interest in the building. If We have been advised by any government authority or other legislative body that it has reasonable suspicion that You are conducting criminal activities from the Centre, or You are or become subject to any government sanctions, then We shall be entitled to terminate any and all of Your agreements with immediate effect. You acknowledge that any breach by You of this clause shall constitute a material default, entitling Us to terminate Your agreement without further notice.
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- 2.5. Ethical Trading: Both We and You shall comply at all times with all relevant anti-slavery, anti-bribery, and anti- corruption laws.
- 2.6. Data protection:
  - 2.6.1. Each party shall comply with all applicable data protection legislation. The basis on which we will process Your personal data is set out in our privacy policies (available on our website at [www.iwgplc.com/clientprivacypolicy](http://www.iwgplc.com/clientprivacypolicy)).
  - 2.6.2. You acknowledge and accept that we may collect and process personal data concerning You and/or your personnel in the course of our agreement for services with you. Such personal data will be processed in accordance with our privacy policy. Where you provide this data to us, you will ensure that you have the necessary consents and notices in place to allow for this.
- 2.7. Employees: We will both have invested a great deal in training Our staff, therefore, neither of us may knowingly solicit or offer employment to the other's staff employed in any Centre (or for 3 months after they have left their employment). To recompense the other for staff training and investment costs, if either of us breaches this clause the breaching party will pay upon demand the other the equivalent of 6 months' salary of any employee concerned.
- 2.8. Confidentiality: The terms of an agreement are confidential. Neither of us may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for a period of 3 years after an agreement ends.
- 2.9. Assignment: An agreement is personal to You and cannot be transferred to anyone else without prior consent from Us unless such transfer is required by law. However, We will not unreasonably withhold our consent to assignment to an affiliate provided that You execute our standard form of assignment. We may transfer any agreement and any and all amounts payable by You under an agreement to any other member of Our group.
- 2.10. Applicable law: An agreement is interpreted and enforced in accordance with the law of the place where the Centre is located other than in a few specific jurisdictions which are detailed in the House Rules. We and You both accept the exclusive jurisdiction of the courts of that jurisdiction. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.

### 3. Our liability to You and Insurance

- 3.1. The extent of Our liability: To the maximum extent permitted by applicable law, We are not liable to You in respect of any loss or damage You suffer in connection with an agreement, including without limitation any loss or damage arising as a result of our failure to provide a service as a result of mechanical breakdown, strike, or other event outside of Our reasonable control otherwise unless We have acted deliberately or have been negligent. In no event shall We be liable for any loss or damage until You provide written notice and give Us a reasonable time to put it right. If We are liable for failing to provide You with any service under an agreement then, subject to the exclusions and limits set out immediately below, We will pay any actual and the reasonable additional expense You have incurred in obtaining the same or similar service from elsewhere.
  - 3.2. Your Insurance: It is Your responsibility to arrange insurance for property which You bring in to the Centre, for any post You send or receive and for Your own liability to your employees and to third parties. We strongly recommend that You put such insurance in place.
  - 3.3. IT Services and Obligations: Whilst We have security internet protocols in place and strive to provide seamless internet connectivity, WE DO NOT MAKE ANY REPRESENTATION AND CANNOT GUARANTEE ANY MAINTAINED LEVEL OF CONNECTIVITY TO OUR NETWORK OR TO THE INTERNET, NOR THE LEVEL OF SECURITY OF IT INFORMATION AND DATA THAT YOU PLACE ON IT. You should adopt whatever security measures (such as encryption) You believe are appropriate to Your business. Your sole and exclusive remedy in relation to issues of reduced connectivity which are within Our reasonable control shall be for Us to rectify the issue within a reasonable time following notice from You to Us.
  - 3.4. EXCLUSION OF CONSEQUENTIAL LOSSES: WE WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY TO YOU FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS. WE STRONGLY RECOMMEND THAT YOU INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.
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- 3.5. Financial limits to our liability: In all cases, our liability to You is subject to the following limits:
- 3.5.1. without limit for personal injury or death;
  - 3.5.2. up to a maximum of GBP 1 million (or USD 1.5 million or EUR 1 million or other local equivalent) for any one event or series of connected events for damage to Your personal property; and
  - 3.5.3. in respect of any other loss or damage, up to a maximum equal to 125% of the total fees paid between the date services under an agreement commenced and the date on which the claim in question arises; or if higher, for office agreements only, GBP 50,000 / USD 100,000 / EUR 66,000 (or local equivalent).

#### 4. Fees

- 4.1. Service Retainer/Deposit: Your service retainer / deposit will be held by Us without generating interest as security for performance of all Your obligations under an agreement. All requests for the return must be made through Your online account or App after which the service retainer/deposit or any balance will be returned within 30 days to You once your agreement has ended and when You have settled Your account. We will deduct any outstanding fees and other costs due to Us before returning the balance to You. We will require You to pay an increased retainer if the monthly office or virtual office fee increases upon renewal, outstanding fees exceed the service retainer/deposit held and/or You frequently fail to pay invoices when due.
  - 4.2. Taxes and duty charges: You agree to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which You are required to pay to any governmental authority (and, at Our request, You will provide to Us evidence of such payment) and (ii) any taxes paid by Us to any governmental authority that are attributable to Your accommodation, where applicable, including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax/duty or other documentary taxes and fees.
  - 4.3. Payment: We are continually striving to reduce our environmental impact and support You in doing the same. Therefore, We will send all invoices electronically and You will make payments via an automated method such as Direct Debit or Credit Card (wherever local banking systems permit). If You do not set up an automatic form of payment, You will be charged a refundable payment retainer equal to one time your monthly product fee. Invoices are due and payable on the due date stated in them.
  - 4.4. Late payment: If You do not pay fees when due, a fee will be charged on all overdue balances. This fee will differ by country and is listed in the House Rules. If any part of an invoice is legitimately disputed, You shall give immediate written notice to Us, follow the requirements of the Disputes clause in the House Rules and pay the amount not in dispute by the due date or be subject to late fees. We also reserve the right to withhold services (including for the avoidance of doubt, denying You access to the Centre where applicable) while there are any outstanding fees and/or interest, or You are in breach of an agreement.
  - 4.5. Insufficient Funds: Due to the additional administration We incur You will pay a fee for any returned or declined payments due to insufficient funds. This fee will differ by country and is listed in the House Rules.
  - 4.6. Activation: An activation fee is payable in respect of each agreement You have with Us (including any new agreements entered into under clause 1.10 above). This fee covers the administrative cost of the client onboarding process and account setup. This fee is set out in each Local Services Agreement and is charged on a per occupant basis for Serviced Office and Coworking (dedicated desk), on a per location basis for Virtual Office and on a per person basis for Membership. Further information is set out in the House Rules.
  - 4.7. Indexation: If an agreement, including month to month agreements, continues for more than 12 months, We will increase the monthly fee on each anniversary of the start date in line with the relevant inflation index detailed in the current House Rules. If a country experiences high levels of inflation, indexation could be applied more frequently and is detailed in the current House Rules.
  - 4.8. Office Restoration: Upon Your departure or if You choose to relocate to a different room within a Centre, We will charge a fixed office restoration service fee to cover normal cleaning and any costs incurred to return the accommodation to its original condition and state. This fee will differ by country and is listed in the House Rules. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.
  - 4.9. Standard services: Monthly fees, plus applicable taxes, and any recurring services requested by You are payable monthly in advance. Where a daily rate applies, the charge for any such month will be 30 times the daily fee. For a period of less than a month the fee will be applied on a daily basis.
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- 4.10. Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, are payable monthly in arrears at our standard rates which may change from time to time and are available on request.
- 4.11. Additional Fees: If Your use of the accommodation or treatment of the accommodation requires Us to incur additional costs for the provision of nonstandard service(s), including but not limited to deep cleaning, unusual rubbish removal, pest remediation or additional security, We reserves the right to charge You for the cost of these services plus an additional 20% administration fee
- 4.12. Discounts, Promotions and Offers: If You benefited from a special discount, promotion or offer, We will discontinue that discount, promotion or offer without notice if You materially breach Your agreement.

Global Terms Oct. 2023

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October 2023

*These are Our House Rules which may change from time to time and apply to all Our facilities operating under different brands.*

#### Accommodation(s)

1. Center Access: Office and Co-working customers have 24/7 access to their center (unless local restrictions apply). Virtual Office and Membership customers have access to centers during manned hours (weekdays 8:30 a.m. to 5:00 p.m.) unless otherwise arranged with the Community Manager of the designated center. We shall provide use of meeting rooms and private offices subject to availability and upon reservation only. We shall also provide business and administrative support services on demand (to the extent available). Use of these services may be subject to additional fees.
2. Upon Move-In: We will ask You to sign an inventory of all accommodation, furniture, and equipment You are permitted to use, together with a note of its condition, and details of the keys or entry cards issued to You.
3. Signage: You may not put up any signs on the doors of Your accommodation or anywhere else visible from outside the room(s) You are using without written approval from the local Business Center team. We reserve the right to charge a fee for any signage and to specify its design to ensure it remains in keeping with the Center's design.
4. Our Property: You must take good care of all parts of the Business Center, its equipment, fittings, and furnishings You use. You must not alter any part of it.
5. Keys and Security: Any keys or entry cards which We let You use remain Our property at all times. You must not make any copies of the keys and/or entry cards or allow anyone else to use them without Our consent. Any loss must be reported to Us immediately and You must pay a reasonable fee for replacement keys or cards and of changing locks, if required. Access Devices (Keys, Cards, Fobs) to the building, centre, and offices are limited to the number of occupied workstations. Additional devices may be purchased for a one-time activation fee, fee is available upon request. Where applicable, all persons receiving access devices must complete the ID verification process, including one form of photo ID. This rule improves security levels of the Business Center. If You are permitted to use the Business Center outside normal working hours, it is Your responsibility to lock the doors to Your accommodation and to the Business Center when You leave. This is to ensure the safety of individuals and property at the Business Center.
6. Day Office and Coworking Monthly Allocation Policy: For 5 day and 10 day Memberships as well as Virtual Office Plus, cancellation of a Day Office or Coworking booking less than 10 days from the booking date will not be refunded to the monthly allocated days. The monthly allocated days cannot be carried over to future months or used for meeting rooms. Private office assignment is at our sole discretion and all usage subject to our house rules.

#### Use of the Business Center

7. Entrances and Exits: You shall not leave open any corridor doors, exit doors or door connecting corridors during or after business hours for security purposes; and if You do so, it will be at Your own risk. All corridors, halls, elevators, and stairways shall not be obstructed by You or used for any purpose other than entering and exiting. You can only use public areas with Our consent and those areas must always be kept neat and attractive.
8. Cameras: In selected centers We use camera recording for security purposes, whereby signage will be clearly posted.

9. Name and Address: At Your request, We are happy to include Your name in the house directory at the Business Center, where this facility is available. There may be a charge for this service. You must not use Our name in any way in connection with Your business. You may not use the Business Center as Your registered address for service-of-process. You may not use the Business Center address in any way without a written agreement at each specific location.
10. Phone Number: You agree the phone number(s) assigned to You is for Your use during the term of Your agreement. The phone numbers remain Our property and You have no contractual or vested interests in the present telephone service or telephone numbers provided by Us. You agree not to list the phone number in any “white or yellow” pages.
  - You cannot port phone numbers into or out of Our phone system. To use Your existing phone number with Our phone service, You agree to forward Your phone number to a phone number owned and assigned by Us.
11. Employees and Guests: You and your guests shall conduct themselves in a business-like manner both inside Your office(s) accommodation and throughout the property; proper business attire shall be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other customers; and you will abide by our directives regarding security, keys, parking, and other such matters common to all occupants. You agree to maintain your accommodation in good condition throughout the duration of the agreement, specifically, your accommodation will be kept clean (e.g., free of rubbish and any food storage) so as not to draw or attract pests/vermin. You confirm your office(s) is free of items not related to general office use, including without limitation medical waste, needles, bodily fluids and the like. No part of the office or Business Center may be used for overnight accommodation.
12. Equipment: You shall not, without Our prior written consent, store or operate in Your office(s) or the Business Center(s), any computer (excepting a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, radio, stereo equipment, or other mechanical amplification equipment, vending or coin operated machine, refrigerator, boiler, or coffee equipment. Additionally, You must not conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the building where the Business Center is located, oil burning fluids, gasoline, kerosene for heating, warming, or lighting. No offensive gases, odours or liquids shall be permitted. The Business Centre is intended to be used solely for office use.
13. Weapons: No weapons concealed or otherwise, shall be permitted. No article deemed hazardous on account of fire, or any explosives, including ammunition of any kind, shall be brought into the Business Center. No member of the community or sales team has the ability to waive this provision, or to authorize you to have weapons on these premises. If you are found to be in violation of this rule, your agreement will be immediately terminated, with zero tolerance.
14. Electrical: The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise was first obtained from Us at an agreed cost to You. If You require any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Your expense by the personnel designated by Us.
15. Common Areas: You may not conduct business in the hallways, reception area, or any other area except in Your designated office without Our prior written consent.
16. Shared Space: You shall not use the co-working shared space for meetings or free guests. Day offices or meeting rooms should be used to accommodate these needs, charged at the standard rates. You will not use or occupy more space than what is included in Your agreement. A single co-working agreement includes space for one desk, one chair, and one pedestal; no additional furniture or other items can be brought into the center.

17. Animals: You shall bring no animals into the Building other than service animals covered under the Americans with Disabilities Act (ADA). Service animals are defined as animals who have been trained to perform a specific job or task. Emotional support animals are not covered under ADA and are not allowed in the center. If a service animal becomes disruptive and You do not take effective action to control it, We may request the animal to be removed from the premises.
18. Complimentary Membership: Office, Co-Working (dedicated desk), Virtual Office, and Virtual Office Plus customers receive complimentary Membership(s). Your complimentary Membership can be used in any of Our participating locations. Use of Business Lounges and other Membership services is governed by the Membership terms and conditions.
19. Co-work and Office Memberships: All members must check in at reception. Checking in will constitute a day's usage against the Member's allocated days per month.
20. Guest Policy: When booking a day office, you must select the correct number of people to attend. This will ensure the correct size room is available and pricing can be correctly quoted for you. All day office occupants included in the booking may access and use internet services free of charge. The day office customer must provide their guest(s) with the booking reference so they can access the internet. Office Membership customers are permitted one guest free of charge.
21. Manufacturing and Storage: You shall not use the Business Center for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes. You shall not occupy or permit any portion of the Business Center to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics, or tobacco in any form.
22. Locks: No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Business Center by You nor shall any changes be made to existing locks or the mechanisms thereof.
23. Soliciting: You may only solicit other customers for business or any other purpose through center approved channels (e.g., through noticeboards and networking events held at the center).
24. Your Property: All property belonging to You or any of Your employees, agents, or invitees, shall be at the risk of such person only and We shall not be liable for damages thereto or for theft or misappropriation thereof.
25. Smoking: Smoking of any type i.e., nicotine, electronic, vaping or any other form, shall be prohibited in all public areas, including meeting and training rooms. No smoking shall be permitted at any time in any area of the Business Center (including open or closed offices).
26. Harassment: You and Your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behavior to Our team members, other customers or invitees, verbal or physical in the Business Center for any reason. We have a zero tolerance policy towards any workplace harassment and violence. Any breach of this rule is a material breach of Your agreement (not capable of remedy), and Your agreement may be terminated immediately, and services will be suspended without further notice.
27. Health and Safety: In order to ensure all Center users have a safe and secure working environment, You, Your employees and visitors must comply with all health and safety requirements set out by Us, by law and as are otherwise applicable to the Center. Therefore, in the event You expect to have multiple/numerous visitors, depending on the specific circumstances, We may require You to take an additional office or meeting room space at current rates to accommodate those visitors or those visitors may be refused access to the center. Please discuss any high-volume visitor requirements You may have with Your center team in advance.
28. Hybrid Working: You may use your designated private office for hybrid working (excluding coworking desks). Hybrid working is defined as having more individuals registered with access to your office than the specified maximum allowable occupants for that office at any one time. The management of individuals accessing your office is your responsibility and should be managed through your online account. At no time may the number of individuals working in your accommodation exceed the maximum number of occupants allowed. A hybrid supplemental monthly fee will be payable by you for each individual above the maximum occupants allowed. This hybrid supplement is \$99 per occupant per month.

## Services and Obligations

29. Furnished Office Accommodation: You shall not affix anything to the windows, walls or any other part of the office or the Business Center or make alterations or additions to the office or the Business Center without Our prior written consent. Your office(s) and the property will be used in a business-like manner at all times by you and your guests and free of behaviour which could be considered a material breach of the agreement including but not limited to sleeping, inappropriate or indecent conduct, or unsanitary use of the accommodation.
30. Facility Services: We are happy to discuss special arrangements for the use of the facilities outside the Business Center standard business opening hours or, the standard working days where the Business Center is located. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.
31. Pay-As-You-Use Services: All of the pay-as-You-use services are subject to the availability of the Business Center staff at the time of any service request. We will endeavour to deal with a service request at the earliest opportunity and provide the additional service You require, but We will not be held responsible for any delay.
  - If in Our opinion, We decide a request for any pay-as-You-use service is excessive; We reserve the right to charge an additional fee at Our usual published rates based on the time taken to complete the service. This will be discussed and agreed between Us and You at the time You make such a request.
32. Service Availability: Services provided by Your Community team will be available during standard business opening hours. Internet access and phone lines are also available after hours and weekends.
33. Heating and Air-Conditioning (HVAC): Where HVAC is provided in the building and on the floor, it will be available during our business hours. Any out of hours requests for additional HVAC may incur a fee. Please speak to your Community Team for more information.
34. Mail Acceptance Policy: We will not accept any items exceeding 4.5 kg (10 lbs.) in weight, 46 cm (18") in any dimension, 0.03 cubic meters (1 cubic foot) in volume or if it contains any dangerous, live or perishable goods and We shall be entitled in Our absolute discretion to return any uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful. Items of larger size will only be accepted upon mutual prior agreement. We do not guarantee or assume responsibility for any of the services hereunder.
  - To prevent Our facility or address from being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations:
    - o We will not forward mail received on Your behalf outside of the US or Canada.
    - o We will only forward mail received on Your behalf to an address that is associated with your company or an employee home address. For clarity this means we will not forward packages to a third-party.
    - o We reserve the right to immediately suspend services and/or terminate the agreement if We determine Our facility or address is being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations. Please note, any termination due to violation of these House Rules does not put an end to Your financial obligation.
  - We may charge an administrative fee if We feel there is an excessive volume of mail received and processed by Our team on Your behalf.
35. Know Your Customer (KYC) Requirements: For some services We provide, We may require obtaining confirmation of personal and business identification/documentation from You. Where this is a requirement, We will only be able to commence those services You have contracted for once You have provided the requested information.
36. Fair Usage: Where unlimited services (e.g., telephone calls, printing, scanning etc.) are included within a service package, these are subject to a fair usage as defined by The Provider. The Provider reserves the right to limit or withdraw The Customers use without notice if The Provider feels The Customer is in breach of fair usage.

37. Parking: You and your guests agree to follow and comply with the parking rules we and the building management set forth as it relates to the use of the parking lot. A copy of the rules is available to you upon request or will be posted within the parking area.

#### Our Services Agreement

38. Cross Default: You agree that, if you are in default under any agreement with us (or with any of our affiliates), we may, without prejudice to any other rights, withhold any services to be provided under this agreement with respect to such default (including access to any accommodation). We may use any funds held by way of retainer under this agreement to discharge any unpaid sums due to us (or our affiliates) under any agreement with us (or with any of our affiliates).
39. Online Account/App: All Day Office and Meeting Room bookings, copies of Your agreement, correspondence and a downloadable statement of account are available via Your online account or on the app. These are accessible at Your convenience to actively manage Your account. All administration of Your agreement can be managed online through Our website or mobile app. You can log into Your online account simply by going to the website and clicking 'Log in' at the top of the screen. The app is also available in both the Apple and Android stores.
40. Company Name Change: If there is a need to change the name of Your company, requests must be made through Your online account. Please note You can request to receive up to three invoices regenerated with Your new company name. These invoices can only be generated for the last three invoice periods before the date the change was made.
41. Company and Contact Information: It is your responsibility to keep the information and key contact details we use to communicate with you up to date through the app or online account. This includes but is not limited to email addresses, phone numbers, and company address.
42. Subordination: This agreement is subordinate to Our lease or agreement with the owner of the building in which the centre is located and to any other agreements to which our agreement with the building owner is subordinate.
43. Mail Handling Services: Each company can receive mail at their home centre but is only allowed one company name per agreement. Office customers may receive mail for each occupant's name. Virtual Office customers may receive mail for up to three named contacts per agreement. Service for additional company names or contacts must be purchased under separate agreements.
44. Termination: We reserve the right to immediately restrict services, cancel renewal, and/or terminate the agreement if We determine Our facility or address is being used in connection with possible fraudulent activity or activity that may be a violation of laws or governmental regulations. We have the right to terminate the Agreement immediately if You are or become (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the U.S Department of the Treasury Office of Foreign Assets Control ("OFAC") or on any similar list (collectively, the "List"), or (ii) a person, entity, or government with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

## Fees

45. Activation Fees: There will be a one-time, non-refundable per-occupant fee for Office and Coworking (dedicated desk) customers, a per-location fee for Virtual Office customers, and a per-person fee for Memberships. This fee will cover all aspects of onboarding, administration, and setup. For Office and Coworking (dedicated desk) customers, there will be a fee for each new occupant added. If there is no occupant, one activation fee will be charged. If there is a move to a different office in the same location no fees will be assessed if the occupants do not increase. For moves to a new location (at Your request) all occupants will be assessed a fee as they will have to be set up again at the new location. For Virtual Office customers a new activation fee will only be assessed if there is a move to a new location (at Your request). If You switch product (e.g., change from Virtual Office to Office) You will be charged the relevant activation fee for the new product.
46. Standard Services: The standard fee and any fixed, recurring services requested by You are billed in advance. Where a daily rate applies, the charge for any such month will be 30 times the standard fee. For a period of less than a month the standard fee will be applied daily. All services will renew automatically at the prevailing market rate. If You would like to stop a recurring service, please speak with Your community team; they will be able to remove the service starting from the next calendar month from Your request.
47. Pay-as-You-use (one-off) Services: Fees for pay-as-You-use services, plus applicable taxes, in accordance with Our published rates which may change from time to time, are billed in arrears.
48. Call Charges: Charges will not be applied for call transfers to Your voicemail and will be applied when transferring a call to a nominated number. Call charges are based on local telecom rates and vary dependent on destination to local, national, and international numbers.
49. Mainline Answering: The ‘main line answering’ service for any of the Office and Virtual Office products is not intended for main sales lines, large marketing campaigns, call centers and/or main customer support lines. We reserve the right to charge an additional fee of \$1.00 per call, should Your business exceed 80 calls in a month.
50. Unlimited Coffee & Tea/Kitchen Amenity Service (where available): Allows You and Your visitors access to unlimited self-service coffee and hot beverages and is charged per office occupant per month. You can opt out of this service through Your online account.
51. Office Restoration Service: A fee of \$4.50 per square foot for each occupied office will be charged upon Your departure or if You, at Your option, chooses to relocate to different rooms within the Center. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.
52. Annual Indexation: For all agreements with a term greater than 12 months, or a month-to-month agreement not terminated within 12 months, the indexation applied is 4.7%. The indexation rate applied is based on the current indexation rate at the time of it being applied (not at the time of signing the agreement). Please speak to your Community Team at any time to request the current indexation rate.
53. Business Continuity Service: Business Continuity is a service provided for 3 months following Your departure (agreement end date) from the business center, to cover the management of mail, calls and visitors. Prices can be obtained upon request.

### Description:

- We will provide a pre-recorded message on Your existing phone confirming Your new number.
- Should any visitors come to the center, Our professional receptionist team will give them the new office address. Also provided is a one-page flyer with Your new contact information to make it easy for visitors to find You.
- We will continue to collect mail to ensure correspondence is not missed. If You choose to have them forwarded to the new address, We will do so at the preferred customer rates and a credit card must be on file.

- For Customers who sign an office agreement dated December 7, 2015, to present, the Business Continuity service is optional.
- If the Business Continuity package is not purchased:
  - Phones will be disabled with no forwarding message.
  - Mail will be returned to sender.
  - No information will be given to Your guests other than You no longer have space there

54. Late Payment: We incur extra costs if you pay late. We will, therefore, charge you an administration fee of \$25 plus 5% of the overdue balance on all overdue balances under \$1,000 if the payment is late. For balances equal to or greater than \$1,000 we charge you an administration fee of \$50 plus 5% of the overdue balance. If your account becomes grossly overdue, you may be charged further collection fees we incur in administering your account.
55. Disputes: If you dispute any amount in an invoice, you must give us prompt written notice of the disputed amount. You have the duty to prove the disputed amount was billed in error and, if there is an actual billing error, we shall correct it with a credit note, and the outstanding invoice will be immediately payable. If you fail to prove an error in the billing, the disputed amount shall be undisputed, due immediately and subject to applicable late fees.
56. Insufficient Funds: You will pay a fee of \$50, or the maximum amount permitted by law, for failed payments due to declined credit cards, insufficient funds from direct debit payments, or returned checks.
57. Retainer/Deposit: For Office customers, retainers are calculated at least two-times the highest agreed monthly fee during the term, unless otherwise agreed in writing. For Co-Working customers, retainers are calculated at least one-time the highest agreed monthly fee during the term, unless otherwise agreed in writing. Top-up retainers are charged automatically to meet the minimum amount for each product which is calculated upon renewal or when moving to a different office. For security, We will only return retainers/ deposits via bank transfer or ACH, which may request via your online account.
58. Retainer Maintenance Fee: Any retainer or customer account with a credit balance not claimed after 120 days will each be charged a monthly \$50 account maintenance fee.

#### Liability

59. Mail: You release Us from any liability arising out of or incurred in connection with any mail or packages sent or received on Your behalf. We hold no liability over loss or damage of delivered or any transit goods.
60. Services: You are liable for all fees and any other amounts for which services are requested or rendered regardless of whether a payment made by any particular medium is declined or rejected in whole or in part. If requested by Us, You will immediately pay by an alternate form of payment accepted by Us.

#### Force Majeure

61. Force Majeure: We shall have no liability to You under this agreement if We are prevented from, or delayed in, performing Our obligations under this agreement or from carrying on Our business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. Our obligation to perform Our obligations shall be suspended during the period required to remove such force majeure event. We shall notify You as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation (if any) in the same Business Center or in another available business centers.

## USPS Regulations

62. USPS Regulations: You acknowledge We will comply with the USPS regulations regarding Your mail. You must also comply with all USPS regulations. Failure to comply will result in immediate termination of this Agreement. Please note, any termination due to violation of these House Rules does not put an end to Your financial obligation. If this Agreement is for a Mailbox Plus program, You must complete a separate U.S. Postal Service Form 1583 (“Form 1583”) to receive mail and/or packages at the Center. You acknowledge this Agreement and Form 1583 may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. You must use the exact mailing address, inclusive of the Private Mailbox designation, without modification as set forth in Section Two (2) of Form 1583. Your mail must bear a delivery address containing at least the following elements, in this order, (i) Intended addresses name or other identification, (ii) Street number and name, (iii) secondary address, (iv) “PMB” or # and Your designated PMB number, and (v) City, State and ZIP Code (5-digit or ZIP+4). USPS may return mail to the sender without a proper address. When Your agreement ends, You agree not to file a change of address form with the USPS.

## IT and Technology Policy

63. Introduction: This Policy applies where You wish to use Our Telecommunication and Internet connectivity services and equipment.
- We are considered a Downstream Service Provider (DSP), which means We provides a personalised connection to the Internet which is managed and protected via a firewall.
  - Our Internet service provides You with an Internet connection supporting regular business activity such as web browsing, the ability to send and receive electronic communications, access to business applications and the like.
64. Our Internet and Telecommunications
- a. Content: You acknowledge We do not monitor the content of information transmitted through Our telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, and data lines (“Telecommunications Lines”). You further acknowledge We are merely providing a conduit for Your Internet transmissions, similar to a telephone company, and We accept no liability for the content of transmissions by You.
  - b. Restrictions: Our Internet service may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct constituting a criminal offence or gives rise to civil liability. You are responsible for maintaining the basic security and virus protection of Your systems to prevent Your use by others in a manner which violates the Service Agreement. You are responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.
  - c. Interference: You cannot interfere or install equipment that interferes with or disrupts the functioning of Our own equipment or the equipment of Our other customers. This will be considered as a breach to these house rules.



- d. Security Violations: You are prohibited from engaging in any violations of system or network security. Our internet service may not be used in connection with attempts - whether or not successful - to violate the security of a network, service, or other system. Examples of prohibited activities include, without limitation, hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. We reserve the right to suspend the Internet access upon notification from a recognized Internet authority or ISP regarding such abuse. We may disconnect Your equipment and withhold services if We consider Your hardware or software is, or has become, inappropriate for connection to Our network. You are responsible for Your own virus or malware protection on Your systems and hardware.
- e. Our Internet: Services are only available at Our locations and connection to Our network is only permitted at those locations or via Our provided services. You must not create any links between Our network and any other network or any telecommunications service without Our consent.
- f. Revisions to this Policy: We may modify this Policy at any time, with or without notice.
- g. Special Requirements:
  - i. It is to note a number of ports are blocked through Our firewall for outbound traffic, such as: H323, Napster\_8888, Nbdatagram, Nbname, RealPlayer-grp, TCP-135, TCP-139, TCP-1433, TCP- 1434, UDP-1434.
- h. DISCLAIMER OF LIABILITY FOR DATA: We take no responsibility for personal or other third-party data that belongs to customers and is left on Our copiers or visible on the network.
- i. DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS: As part of its services to You, We may provide third party Internet access and computer hardware and software ("Third Party Services"). WE DISCLAIM ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD-PARTY SERVICES. YOU ACKNOWLEDGE THAT NO REPRESENTATION HAS BEEN MADE BY US AS TO THE FITNESS OF THE THIRD-PARTY SERVICES FOR YOUR INTENDED PURPOSE.
- j. DISCLAIMER OF LIABILITY FOR YOUR EQUIPMENT: ALL YOUR EQUIPMENT STORED IN OUR TELECOMMUNICATIONS ROOM IS STORED AT YOUR OWN RISK. WE DISCLAIM ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.
- k. DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE: We do not provide any service level agreement to You regarding provision or loss of service for Your Internet services. We shall not be liable for any indirect damages, including lost profits, arising out, or resulting from any loss of service or degradation of connectivity/access to the Internet with the Service Agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.

#### Additional Clauses for Signature and Spaces Branded Locations

- 65. Business Club:
  - a. Access: You will have access to the Business Club between 8:30am – 5:00pm Monday to Friday, or such time as is agreed with Us. Outside of these hours the area will be closed and secured. We, however, are entitled to reserve parts of the Business Club at any time.
  - b. Fair usage: The Business Club is designed to be enjoyed by You and Your guests for temporary use and not as a place for continuous everyday work. If We feel Your use of the space is impeding other members from having fair use of the space, We might ask You to adjust Your membership or moderate Your use. If You are leaving a seat You are working from for any length of time, please take Your belongings with You or place them in a locker. We reserve the right to move Your belongings if left too long and are taking up required seats.
  - c. Meeting rooms: You have access to the business club which includes a number of informal meeting room spaces.

- d. Events: Events can be hosted in various areas within the business club. If You are interested in holding an event, please ask reception for further details. Setting up and dismantling an area of the business club for an evening event should only take place after 3pm in order to prevent noise disturbing other members.
66. Café-deli: Where available the Café deli is generally open during office hours. Typical hours of operation will vary per location, but we are permitted to vary those hours of operation without notice. Each member is required to clear away consumed food and drinks and leave the area clean for other members and guests. Alcohol purchased from the Café deli may only be consumed on the premises. We do not allow alcohol to be consumed in the business club that has been bought off the premises. All members consuming alcohol must be above the local legally approved drinking age. We are not responsible for injury, damage or other incidents related to alcohol consumption within the Business Club. Anyone who appears to be intoxicated will be asked to leave the premises.
67. Food and Drink: Any food and drink, including alcoholic beverages, brought in from outside the centre should not be consumed in the café area or meeting rooms within the Business Club.



# RENEWAL SERVICE AGREEMENT



AGREEMENT DATE : OCTOBER 10, 2023

BUSINESS CENTER ADDRESS:	CLIENT ADDRESS (NOT A BUSINESS CENTER ADDRESS):
	<b>Company Name</b> Asset Entities, LLC
<b>TX, Dallas - The Crescent</b>	<b>Contact Name</b> Matt Krueger
100 Crescent Court	<b>Address *</b> <input type="text" value="100 Crescent Ct"/>
7th Floor	<input type="text" value="7th Floor"/>
Dallas	<b>City *</b> <input type="text" value="Dallas"/>
Texas	<b>State/ County/ Province/ Municipality/ Governorate *</b> <input type="text" value="Texas"/>
75201	<b>Post Code *</b> <input type="text" value="75201"/>
United States of America	<b>Country *</b> <input type="text" value="United States of America"/>
	<b>Phone number *</b> <input type="text" value="United States of America +1"/>
	<input type="text" value="262-527-0966"/>
	<b>Email *</b> <input type="text" value="cfo@assetentities.com"/>

## RENEWAL PAYMENT DETAILS (EXCLUDING TAX AND OPTIONAL SERVICES)

Office Number	Number of People	Total Monthly Office Price	Discount for Longer Term	Total Monthly Discount	Discounted Monthly Renewal Price
7051	1	\$ 1,310.00	\$ 82.00	\$ 82.00	\$ 1,228.00
<b>TOTALS</b>	<b>1</b>	<b>\$ 1,310.00</b>	<b>\$ 82.00</b>	<b>\$ 82.00</b>	<b>\$ 1,228.00</b>
<b>6.26 %</b>					

<b>SERVICE PROVISION:</b>	<b>Start Date</b>	February 1, 2024	<b>End Date*</b>	January 31, 2025
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**COMMENTS:**

- \* All agreements end on the last calendar day of the month. [More info](#)
- Invoices/Fees are charged on a monthly basis which is calculated based on a 30-day month. [More info](#)
- Are refundable service retainer equivalent to 2 x monthly office fee will be payable. [More info](#)

**Promotion:** Any promotion or discount is for the initial term of the agreement.

## TERMS AND CONDITIONS

We are Regus Management Group, LLC, please click the link below for terms and conditions.

**AGREEMENT TO ARBITRATE; CLASS ACTION WAIVER:** Any dispute or claim relating in any way to this agreement shall be resolved by binding arbitration administered by the American Arbitration Association in accord with its Commercial Arbitration Rules (available at [www.adr.org](http://www.adr.org)), except that You or We may assert claims in small claims court and You and We may pursue court actions to remove You, or prevent Your removal, from the Center if You do not leave when this agreement terminates. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this agreement. The arbitrator shall not conduct arbitration as a class or representative action. You and We acknowledge that this agreement is a transaction in interstate commerce governed by the Federal Arbitration Act. You and We agree to waive any right to pursue any dispute relating to this agreement in any class, private attorney general, or other representative action.

[Download the terms and conditions](#)  
[Download the house rules](#)



This website is secure. Your personal details are protected at all times.



[Print Agreement](#)

**CONFIRMATION NO : R-2714062**

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**These General Terms and Conditions apply to Office/Co-Working, Virtual Office, and Membership agreements for services We supply to You.**

1. General Agreement

- 1.1. Nature of an agreement: At all times, each Centre remains in Our possession. YOU ACCEPT THAT AN AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN YOUR FAVOUR WITH RESPECT TO THE CENTRE.
- 1.2. House Rules: The House Rules, which are incorporated into these terms and conditions, are primarily in place and enforced to ensure that all clients have a professional environment to work in.
- 1.3. Company and Contact Information: It is Your responsibility to keep the information and key contact information We use to communicate with You up to date through the App or Online Account (or other customer portal as advised to you from time to time). This includes but is not limited to email addresses, phone numbers and company address. Your contact address details must be a legitimate business address or residential address of the primary contact; it must not be an IWG Centre address (or other business centre address).
- 1.4. Availability at the start of an agreement: If for any unfortunate reason We cannot provide the Virtual Office services or Office/Co-Working accommodation in the Centre stated in an agreement by the start date, We will have no liability to You for any loss or damage, but You may either move to one of Our other Centres (subject to availability), delay the start of the agreement or cancel it.
- 1.5. **AUTOMATIC RENEWAL: SO THAT WE CAN MANAGE YOUR SERVICES EFFECTIVELY AND TO ENSURE SEAMLESS CONTINUITY OF THOSE SERVICES, ALL AGREEMENTS WILL RENEW AUTOMATICALLY FOR SUCCESSIVE PERIODS EQUAL TO THE CURRENT TERM UNTIL BROUGHT TO AN END BY YOU OR US. ALL PERIODS SHALL RUN TO THE LAST DAY OF THE MONTH IN WHICH THEY WOULD OTHERWISE EXPIRE. THE FEES ON ANY RENEWAL WILL BE AT THE THEN PREVAILING MARKET RATE. IF YOU DO NOT WISH FOR AN AGREEMENT TO RENEW THEN YOU CAN CANCEL IT EASILY WITH EFFECT FROM THE END DATE STATED IN THE AGREEMENT, OR AT THE END OF ANY EXTENSION OR RENEWAL PERIOD, BY GIVING US PRIOR NOTICE. NOTICE MUST BE GIVEN THROUGH YOUR ONLINE ACCOUNT OR THROUGH THE APP. THE NOTICE PERIODS REQUIRED ARE AS FOLLOWS:**

<u>Term</u>	<u>Notice Period</u>
Month-to-Month	no less than 1 months' notice from the 1st day of any calendar month
3 months	no less than 2 months' notice prior to the end of the term
More than 3 months	no less than 3 months' notice prior to the end of the term

- 1.6. We may elect not to renew an agreement. If so, We will inform You by email, through the App or Your online account, following the same notice periods specified above.
  - 1.7. If the Centre is no longer available: In the event that We are permanently unable to provide the services and accommodation at the Centre stated in an agreement, We will offer You accommodation in one of Our other centres. In the unlikely event We are unable to find a nearby alternative accommodation, Your agreement will end, and You will only have to pay monthly fees up to that date and for any additional services You have used.
  - 1.8. Ending an agreement immediately: We may terminate an agreement immediately by giving You notice if (a) You become insolvent or bankrupt; or (b) You breach one of your obligations which cannot be put right, or which We have given You notice to put right and which You have failed to put right within 14 days of that notice; or (c) Your conduct, or that of someone at the Centre with Your permission or invitation, is incompatible with ordinary office use and, (i) that conduct continues despite You having been given notice, or (ii) that conduct is material enough (in Our reasonable opinion) to warrant immediate termination; or (d) You are in breach of the "Compliance With Law" clause below. If We terminate an agreement for any of the reasons referred to in this clause You must, within 30 days of the date of Our notice of termination, pay Us as a lump sum payment all sums that would otherwise have fallen due and payable by you during the remainder of the period for which Your agreement would have lasted if We had not terminated it. You agree that this payment reflects a reasonable estimate of the actual damages that We will sustain in the event of an early termination.
  - 1.9. When an Office agreement ends: When an agreement ends You must vacate Your accommodation immediately, leaving it in the same state and condition as it was when You took it. If You leave any property in the Centre, We may dispose of it at Your cost in any way, We choose without owing You any responsibility for it or any proceeds of sale. If You continue to use the accommodation when an agreement has ended, You are responsible for any loss, claim or liability We may incur as a result of Your failure to vacate on time.
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1.10. Transferability: Subject to availability (which shall be determined in Our sole discretion) You may transfer Your agreement to alternative accommodation in the IWG network of Centres provided that Your financial commitment remains the same (or increases) and such transfer is not used to extend or renew an existing agreement. Such a transfer may require entry into a new agreement.

2. Use of the Centres:

2.1. Business Operations: You may not carry on a business that competes with Our business of providing serviced offices and flexible working. You may not use Our name (or that of Our affiliates) in any way in connection with Your business. You are only permitted to use the address of a Centre as Your registered office address if it is permitted by both law and if We have given You prior written consent (given the administration there is an additional fee chargeable for this service). You must only use the accommodation for office business purposes. If We decide that a request for any particular service is excessive, We reserve the right to charge an additional fee. In order to ensure that the Centre provides a great working environment for all, We kindly ask you to limit any excessive visits by members of the public.

2.2. Accommodation

2.2.1. Alterations or Damage: You are liable for any damage caused by You or those in the Centre with Your permission, whether express or implied, including but not limited to all employees, contractors and/or agents.

2.2.2. IT Installations: We take great pride in Our IT infrastructure and its upkeep and therefore You must not install any cabling, IT, or telecom connections without Our consent, which We may refuse in our absolute discretion. As a condition to Our consent, You must permit Us to oversee any installations (for example IT or electrical systems) and to verify that such installations do not interfere with the use of the accommodation by other clients or Us or any landlord of the building. Fees for installation and de-installation will be at Your cost.

2.2.3. Use of the Accommodation: An agreement will list the accommodation We initially allocate for Your use. Where the accommodation is a Co-working desk, this can only be used by one individual, it cannot be shared amongst multiple individuals. Occasionally to ensure the efficient running of the Centre, We may need to allocate different accommodation to You, but it will be of reasonably equivalent size, and We will endeavour, where reasonably practicable, to give you at least a month's advance notice of a change of allocation.

2.2.4. Access to the Accommodation: In order to maintain a high level of service, We may need to enter Your accommodation and may do so at any time, including without limitation, in an emergency, for cleaning and inspection or in order to resell the space if You have given notice to terminate. We will always endeavour to respect any of Your reasonable security procedures to protect the confidentiality of Your business.

2.2.5. Hybrid Working: You may use Your designated office for hybrid working (excluding Coworking desks). Hybrid working is defined as having more individuals registered with access to Your office than the specified maximum allowable occupants for that office at any one time. The management of individuals accessing your office is Your responsibility and should be managed through Your online account. At no time may the number of individuals working in Your accommodation exceed the maximum number of occupants allowed. A hybrid supplemental monthly fee will be payable by You for each individual registered above the maximum occupants allowed. This fee can be found in the House Rules.

2.3. Membership:

2.3.1. If You have subscribed to a Membership Agreement You will have access to all participating centres worldwide during standard business working hours and subject to availability.

2.3.2. Membership Usage: Usage is measured in whole days and unused days cannot be carried over to the following month. A membership is not intended to be a replacement for a full-time workspace and all workspaces must be cleared at the end of each day. You are solely responsible for Your belongings at the centre at all times. We are not responsible for any property that is left unattended. Should You use more than Your membership entitlement, We will charge You an additional usage fee. You may bring in 1 guest free of charge (subject to fair usage). Any further guests will be required to purchase a day pass.

2.3.3. As a Member, You may not use any Centre as Your business address without an accompanying office or virtual office agreement in place. Any use of the Centre address in such a way will result in an automatic enrolment in the Virtual Office product for the same term as Your membership and You will be invoiced accordingly.

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- 2.4. **Compliance with Law:** You must comply with all relevant laws and regulations in the conduct of Your business. You must not do anything that may interfere with the use of the Centre by Us or by others (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, or cause loss or damage to Us (including damage to reputation) or to the owner of any interest in the building. If We have been advised by any government authority or other legislative body that it has reasonable suspicion that You are conducting criminal activities from the Centre, or You are or become subject to any government sanctions, then We shall be entitled to terminate any and all of Your agreements with immediate effect. You acknowledge that any breach by You of this clause shall constitute a material default, entitling Us to terminate Your agreement without further notice.
- 2.5. **Ethical Trading:** Both We and You shall comply at all times with all relevant anti-slavery, anti-bribery, and anti- corruption laws.
- 2.6. **Data protection:**
  - 2.6.1. Each party shall comply with all applicable data protection legislation. The basis on which we will process Your personal data is set out in our privacy policies (available on our website at [www.iwgplc.com/clientprivacypolicy](http://www.iwgplc.com/clientprivacypolicy)).
  - 2.6.2. You acknowledge and accept that we may collect and process personal data concerning You and/or your personnel in the course of our agreement for services with you. Such personal data will be processed in accordance with our privacy policy. Where you provide this data to us, you will ensure that you have the necessary consents and notices in place to allow for this.
- 2.7. **Employees:** We will both have invested a great deal in training Our staff, therefore, neither of us may knowingly solicit or offer employment to the other's staff employed in any Centre (or for 3 months after they have left their employment). To recompense the other for staff training and investment costs, if either of us breaches this clause the breaching party will pay upon demand the other the equivalent of 6 months' salary of any employee concerned.
- 2.8. **Confidentiality:** The terms of an agreement are confidential. Neither of us may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for a period of 3 years after an agreement ends.
- 2.9. **Assignment:** An agreement is personal to You and cannot be transferred to anyone else without prior consent from Us unless such transfer is required by law. However, We will not unreasonably withhold our consent to assignment to an affiliate provided that You execute our standard form of assignment. We may transfer any agreement and any and all amounts payable by You under an agreement to any other member of Our group.
- 2.10. **Applicable law:** An agreement is interpreted and enforced in accordance with the law of the place where the Centre is located other than in a few specific jurisdictions which are detailed in the House Rules. We and You both accept the exclusive jurisdiction of the courts of that jurisdiction. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.

### 3. Our liability to You and Insurance

- 3.1. **The extent of Our liability:** To the maximum extent permitted by applicable law, We are not liable to You in respect of any loss or damage You suffer in connection with an agreement, including without limitation any loss or damage arising as a result of our failure to provide a service as a result of mechanical breakdown, strike, or other event outside of Our reasonable control otherwise unless We have acted deliberately or have been negligent. In no event shall We be liable for any loss or damage until You provide written notice and give Us a reasonable time to put it right. If We are liable for failing to provide You with any service under an agreement then, subject to the exclusions and limits set out immediately below, We will pay any actual and the reasonable additional expense You have incurred in obtaining the same or similar service from elsewhere.
  - 3.2. **Your Insurance:** It is Your responsibility to arrange insurance for property which You bring in to the Centre, for any post You send or receive and for Your own liability to your employees and to third parties. We strongly recommend that You put such insurance in place.
  - 3.3. **IT Services and Obligations:** Whilst We have security internet protocols in place and strive to provide seamless internet connectivity, WE DO NOT MAKE ANY REPRESENTATION AND CANNOT GUARANTEE ANY MAINTAINED LEVEL OF CONNECTIVITY TO OUR NETWORK OR TO THE INTERNET, NOR THE LEVEL OF SECURITY OF IT INFORMATION AND DATA THAT YOU PLACE ON IT. You should adopt whatever security measures (such as encryption) You believe are appropriate to Your business. Your sole and exclusive remedy in relation to issues of reduced connectivity which are within Our reasonable control shall be for Us to rectify the issue within a reasonable time following notice from You to Us.
  - 3.4. **EXCLUSION OF CONSEQUENTIAL LOSSES:** WE WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY TO YOU FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS. WE STRONGLY RECOMMEND THAT YOU INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.
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- 3.5. Financial limits to our liability: In all cases, our liability to You is subject to the following limits:
- 3.5.1. without limit for personal injury or death;
  - 3.5.2. up to a maximum of GBP 1 million (or USD 1.5 million or EUR 1 million or other local equivalent) for any one event or series of connected events for damage to Your personal property; and
  - 3.5.3. in respect of any other loss or damage, up to a maximum equal to 125% of the total fees paid between the date services under an agreement commenced and the date on which the claim in question arises; or if higher, for office agreements only, GBP 50,000 / USD 100,000 / EUR 66,000 (or local equivalent).

#### 4. Fees

- 4.1. Service Retainer/Deposit: Your service retainer / deposit will be held by Us without generating interest as security for performance of all Your obligations under an agreement. All requests for the return must be made through Your online account or App after which the service retainer/deposit or any balance will be returned within 30 days to You once your agreement has ended and when You have settled Your account. We will deduct any outstanding fees and other costs due to Us before returning the balance to You. We will require You to pay an increased retainer if the monthly office or virtual office fee increases upon renewal, outstanding fees exceed the service retainer/deposit held and/or You frequently fail to pay invoices when due.
  - 4.2. Taxes and duty charges: You agree to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which You are required to pay to any governmental authority (and, at Our request, You will provide to Us evidence of such payment) and (ii) any taxes paid by Us to any governmental authority that are attributable to Your accommodation, where applicable, including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax/duty or other documentary taxes and fees.
  - 4.3. Payment: We are continually striving to reduce our environmental impact and support You in doing the same. Therefore, We will send all invoices electronically and You will make payments via an automated method such as Direct Debit or Credit Card (wherever local banking systems permit). If You do not set up an automatic form of payment, You will be charged a refundable payment retainer equal to one time your monthly product fee. Invoices are due and payable on the due date stated in them.
  - 4.4. Late payment: If You do not pay fees when due, a fee will be charged on all overdue balances. This fee will differ by country and is listed in the House Rules. If any part of an invoice is legitimately disputed, You shall give immediate written notice to Us, follow the requirements of the Disputes clause in the House Rules and pay the amount not in dispute by the due date or be subject to late fees. We also reserve the right to withhold services (including for the avoidance of doubt, denying You access to the Centre where applicable) while there are any outstanding fees and/or interest, or You are in breach of an agreement.
  - 4.5. Insufficient Funds: Due to the additional administration We incur You will pay a fee for any returned or declined payments due to insufficient funds. This fee will differ by country and is listed in the House Rules.
  - 4.6. Activation: An activation fee is payable in respect of each agreement You have with Us (including any new agreements entered into under clause 1.10 above). This fee covers the administrative cost of the client onboarding process and account setup. This fee is set out in each Local Services Agreement and is charged on a per occupant basis for Serviced Office and Coworking (dedicated desk), on a per location basis for Virtual Office and on a per person basis for Membership. Further information is set out in the House Rules.
  - 4.7. Indexation: If an agreement, including month to month agreements, continues for more than 12 months, We will increase the monthly fee on each anniversary of the start date in line with the relevant inflation index detailed in the current House Rules. If a country experiences high levels of inflation, indexation could be applied more frequently and is detailed in the current House Rules.
  - 4.8. Office Restoration: Upon Your departure or if You choose to relocate to a different room within a Centre, We will charge a fixed office restoration service fee to cover normal cleaning and any costs incurred to return the accommodation to its original condition and state. This fee will differ by country and is listed in the House Rules. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.
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- 4.9. Standard services: Monthly fees, plus applicable taxes, and any recurring services requested by You are payable monthly in advance. Where a daily rate applies, the charge for any such month will be 30 times the daily fee. For a period of less than a month the fee will be applied on a daily basis.
- 4.10. Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, are payable monthly in arrears at our standard rates which may change from time to time and are available on request.
- 4.11. Additional Fees: If Your use of the accommodation or treatment of the accommodation requires Us to incur additional costs for the provision of nonstandard service(s), including but not limited to deep cleaning, unusual rubbish removal, pest remediation or additional security, We reserves the right to charge You for the cost of these services plus an additional 20% administration fee
- 4.12. Discounts, Promotions and Offers: If You benefited from a special discount, promotion or offer, We will discontinue that discount, promotion or offer without notice if You materially breach Your agreement.

Global Terms Oct. 2023

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October 2023

*These are Our House Rules which may change from time to time and apply to all Our facilities operating under different brands.*

#### Accommodation(s)

1. Center Access: Office and Co-working customers have 24/7 access to their center (unless local restrictions apply). Virtual Office and Membership customers have access to centers during manned hours (weekdays 8:30 a.m. to 5:00 p.m.) unless otherwise arranged with the Community Manager of the designated center. We shall provide use of meeting rooms and private offices subject to availability and upon reservation only. We shall also provide business and administrative support services on demand (to the extent available). Use of these services may be subject to additional fees.
2. Upon Move-In: We will ask You to sign an inventory of all accommodation, furniture, and equipment You are permitted to use, together with a note of its condition, and details of the keys or entry cards issued to You.
3. Signage: You may not put up any signs on the doors of Your accommodation or anywhere else visible from outside the room(s) You are using without written approval from the local Business Center team. We reserve the right to charge a fee for any signage and to specify its design to ensure it remains in keeping with the Center's design.
4. Our Property: You must take good care of all parts of the Business Center, its equipment, fittings, and furnishings You use. You must not alter any part of it.
5. Keys and Security: Any keys or entry cards which We let You use remain Our property at all times. You must not make any copies of the keys and/or entry cards or allow anyone else to use them without Our consent. Any loss must be reported to Us immediately and You must pay a reasonable fee for replacement keys or cards and of changing locks, if required. Access Devices (Keys, Cards, Fobs) to the building, centre, and offices are limited to the number of occupied workstations. Additional devices may be purchased for a one-time activation fee, fee is available upon request. Where applicable, all persons receiving access devices must complete the ID verification process, including one form of photo ID. This rule improves security levels of the Business Center. If You are permitted to use the Business Center outside normal working hours, it is Your responsibility to lock the doors to Your accommodation and to the Business Center when You leave. This is to ensure the safety of individuals and property at the Business Center.
6. Day Office and Coworking Monthly Allocation Policy: For 5 day and 10 day Memberships as well as Virtual Office Plus, cancellation of a Day Office or Coworking booking less than 10 days from the booking date will not be refunded to the monthly allocated days. The monthly allocated days cannot be carried over to future months or used for meeting rooms. Private office assignment is at our sole discretion and all usage subject to our house rules.

#### Use of the Business Center

7. Entrances and Exits: You shall not leave open any corridor doors, exit doors or door connecting corridors during or after business hours for security purposes; and if You do so, it will be at Your own risk. All corridors, halls, elevators, and stairways shall not be obstructed by You or used for any purpose other than entering and exiting. You can only use public areas with Our consent and those areas must always be kept neat and attractive.
8. Cameras: In selected centers We use camera recording for security purposes, whereby signage will be clearly posted.

9. Name and Address: At Your request, We are happy to include Your name in the house directory at the Business Center, where this facility is available. There may be a charge for this service. You must not use Our name in any way in connection with Your business. You may not use the Business Center as Your registered address for service-of-process. You may not use the Business Center address in any way without a written agreement at each specific location.
10. Phone Number: You agree the phone number(s) assigned to You is for Your use during the term of Your agreement. The phone numbers remain Our property and You have no contractual or vested interests in the present telephone service or telephone numbers provided by Us. You agree not to list the phone number in any “white or yellow” pages.
  - You cannot port phone numbers into or out of Our phone system. To use Your existing phone number with Our phone service, You agree to forward Your phone number to a phone number owned and assigned by Us.
11. Employees and Guests: You and your guests shall conduct themselves in a business-like manner both inside Your office(s) accommodation and throughout the property; proper business attire shall be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other customers; and you will abide by our directives regarding security, keys, parking, and other such matters common to all occupants. You agree to maintain your accommodation in good condition throughout the duration of the agreement, specifically, your accommodation will be kept clean (e.g., free of rubbish and any food storage) so as not to draw or attract pests/vermin. You confirm your office(s) is free of items not related to general office use, including without limitation medical waste, needles, bodily fluids and the like. No part of the office or Business Center may be used for overnight accommodation.
12. Equipment: You shall not, without Our prior written consent, store or operate in Your office(s) or the Business Center(s), any computer (excepting a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, radio, stereo equipment, or other mechanical amplification equipment, vending or coin operated machine, refrigerator, boiler, or coffee equipment. Additionally, You must not conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the building where the Business Center is located, oil burning fluids, gasoline, kerosene for heating, warming, or lighting. No offensive gases, odours or liquids shall be permitted. The Business Centre is intended to be used solely for office use.
13. Weapons: No weapons concealed or otherwise, shall be permitted. No article deemed hazardous on account of fire, or any explosives, including ammunition of any kind, shall be brought into the Business Center. No member of the community or sales team has the ability to waive this provision, or to authorize you to have weapons on these premises. If you are found to be in violation of this rule, your agreement will be immediately terminated, with zero tolerance.
14. Electrical: The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise was first obtained from Us at an agreed cost to You. If You require any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Your expense by the personnel designated by Us.
15. Common Areas: You may not conduct business in the hallways, reception area, or any other area except in Your designated office without Our prior written consent.
16. Shared Space: You shall not use the co-working shared space for meetings or free guests. Day offices or meeting rooms should be used to accommodate these needs, charged at the standard rates. You will not use or occupy more space than what is included in Your agreement. A single co-working agreement includes space for one desk, one chair, and one pedestal; no additional furniture or other items can be brought into the center.

17. Animals: You shall bring no animals into the Building other than service animals covered under the Americans with Disabilities Act (ADA). Service animals are defined as animals who have been trained to perform a specific job or task. Emotional support animals are not covered under ADA and are not allowed in the center. If a service animal becomes disruptive and You do not take effective action to control it, We may request the animal to be removed from the premises.
18. Complimentary Membership: Office, Co-Working (dedicated desk), Virtual Office, and Virtual Office Plus customers receive complimentary Membership(s). Your complimentary Membership can be used in any of Our participating locations. Use of Business Lounges and other Membership services is governed by the Membership terms and conditions.
19. Co-work and Office Memberships: All members must check in at reception. Checking in will constitute a day's usage against the Member's allocated days per month.
20. Guest Policy: When booking a day office, you must select the correct number of people to attend. This will ensure the correct size room is available and pricing can be correctly quoted for you. All day office occupants included in the booking may access and use internet services free of charge. The day office customer must provide their guest(s) with the booking reference so they can access the internet. Office Membership customers are permitted one guest free of charge.
21. Manufacturing and Storage: You shall not use the Business Center for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes. You shall not occupy or permit any portion of the Business Center to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics, or tobacco in any form.
22. Locks: No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Business Center by You nor shall any changes be made to existing locks or the mechanisms thereof.
23. Soliciting: You may only solicit other customers for business or any other purpose through center approved channels (e.g., through noticeboards and networking events held at the center).
24. Your Property: All property belonging to You or any of Your employees, agents, or invitees, shall be at the risk of such person only and We shall not be liable for damages thereto or for theft or misappropriation thereof.
25. Smoking: Smoking of any type i.e., nicotine, electronic, vaping or any other form, shall be prohibited in all public areas, including meeting and training rooms. No smoking shall be permitted at any time in any area of the Business Center (including open or closed offices).
26. Harassment: You and Your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behavior to Our team members, other customers or invitees, verbal or physical in the Business Center for any reason. We have a zero tolerance policy towards any workplace harassment and violence. Any breach of this rule is a material breach of Your agreement (not capable of remedy), and Your agreement may be terminated immediately, and services will be suspended without further notice.
27. Health and Safety: In order to ensure all Center users have a safe and secure working environment, You, Your employees and visitors must comply with all health and safety requirements set out by Us, by law and as are otherwise applicable to the Center. Therefore, in the event You expect to have multiple/numerous visitors, depending on the specific circumstances, We may require You to take an additional office or meeting room space at current rates to accommodate those visitors or those visitors may be refused access to the center. Please discuss any high-volume visitor requirements You may have with Your center team in advance.
28. Hybrid Working: You may use your designated private office for hybrid working (excluding coworking desks). Hybrid working is defined as having more individuals registered with access to your office than the specified maximum allowable occupants for that office at any one time. The management of individuals accessing your office is your responsibility and should be managed through your online account. At no time may the number of individuals working in your accommodation exceed the maximum number of occupants allowed. A hybrid supplemental monthly fee will be payable by you for each individual above the maximum occupants allowed. This hybrid supplement is \$99 per occupant per month.

## Services and Obligations

29. Furnished Office Accommodation: You shall not affix anything to the windows, walls or any other part of the office or the Business Center or make alterations or additions to the office or the Business Center without Our prior written consent. Your office(s) and the property will be used in a business-like manner at all times by you and your guests and free of behaviour which could be considered a material breach of the agreement including but not limited to sleeping, inappropriate or indecent conduct, or unsanitary use of the accommodation.
30. Facility Services: We are happy to discuss special arrangements for the use of the facilities outside the Business Center standard business opening hours or, the standard working days where the Business Center is located. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.
31. Pay-As-You-Use Services: All of the pay-as-You-use services are subject to the availability of the Business Center staff at the time of any service request. We will endeavour to deal with a service request at the earliest opportunity and provide the additional service You require, but We will not be held responsible for any delay.
  - If in Our opinion, We decide a request for any pay-as-You-use service is excessive; We reserve the right to charge an additional fee at Our usual published rates based on the time taken to complete the service. This will be discussed and agreed between Us and You at the time You make such a request.
32. Service Availability: Services provided by Your Community team will be available during standard business opening hours. Internet access and phone lines are also available after hours and weekends.
33. Heating and Air-Conditioning (HVAC): Where HVAC is provided in the building and on the floor, it will be available during our business hours. Any out of hours requests for additional HVAC may incur a fee. Please speak to your Community Team for more information.
34. Mail Acceptance Policy: We will not accept any items exceeding 4.5 kg (10 lbs.) in weight, 46 cm (18") in any dimension, 0.03 cubic meters (1 cubic foot) in volume or if it contains any dangerous, live or perishable goods and We shall be entitled in Our absolute discretion to return any uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful. Items of larger size will only be accepted upon mutual prior agreement. We do not guarantee or assume responsibility for any of the services hereunder.
  - To prevent Our facility or address from being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations:
    - o We will not forward mail received on Your behalf outside of the US or Canada.
    - o We will only forward mail received on Your behalf to an address that is associated with your company or an employee home address. For clarity this means we will not forward packages to a third-party.
    - o We reserve the right to immediately suspend services and/or terminate the agreement if We determine Our facility or address is being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations. Please note, any termination due to violation of these House Rules does not put an end to Your financial obligation.
  - We may charge an administrative fee if We feel there is an excessive volume of mail received and processed by Our team on Your behalf.
35. Know Your Customer (KYC) Requirements: For some services We provide, We may require obtaining confirmation of personal and business identification/documentation from You. Where this is a requirement, We will only be able to commence those services You have contracted for once You have provided the requested information.
36. Fair Usage: Where unlimited services (e.g., telephone calls, printing, scanning etc.) are included within a service package, these are subject to a fair usage as defined by The Provider. The Provider reserves the right to limit or withdraw The Customers use without notice if The Provider feels The Customer is in breach of fair usage.

37. Parking: You and your guests agree to follow and comply with the parking rules we and the building management set forth as it relates to the use of the parking lot. A copy of the rules is available to you upon request or will be posted within the parking area.

#### Our Services Agreement

38. Cross Default: You agree that, if you are in default under any agreement with us (or with any of our affiliates), we may, without prejudice to any other rights, withhold any services to be provided under this agreement with respect to such default (including access to any accommodation). We may use any funds held by way of retainer under this agreement to discharge any unpaid sums due to us (or our affiliates) under any agreement with us (or with any of our affiliates).
39. Online Account/App: All Day Office and Meeting Room bookings, copies of Your agreement, correspondence and a downloadable statement of account are available via Your online account or on the app. These are accessible at Your convenience to actively manage Your account. All administration of Your agreement can be managed online through Our website or mobile app. You can log into Your online account simply by going to the website and clicking 'Log in' at the top of the screen. The app is also available in both the Apple and Android stores.
40. Company Name Change: If there is a need to change the name of Your company, requests must be made through Your online account. Please note You can request to receive up to three invoices regenerated with Your new company name. These invoices can only be generated for the last three invoice periods before the date the change was made.
41. Company and Contact Information: It is your responsibility to keep the information and key contact details we use to communicate with you up to date through the app or online account. This includes but is not limited to email addresses, phone numbers, and company address.
42. Subordination: This agreement is subordinate to Our lease or agreement with the owner of the building in which the centre is located and to any other agreements to which our agreement with the building owner is subordinate.
43. Mail Handling Services: Each company can receive mail at their home centre but is only allowed one company name per agreement. Office customers may receive mail for each occupant's name. Virtual Office customers may receive mail for up to three named contacts per agreement. Service for additional company names or contacts must be purchased under separate agreements.
44. Termination: We reserve the right to immediately restrict services, cancel renewal, and/or terminate the agreement if We determine Our facility or address is being used in connection with possible fraudulent activity or activity that may be a violation of laws or governmental regulations. We have the right to terminate the Agreement immediately if You are or become (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the U.S Department of the Treasury Office of Foreign Assets Control ("OFAC") or on any similar list (collectively, the "List"), or (ii) a person, entity, or government with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

## Fees

45. Activation Fees: There will be a one-time, non-refundable per-occupant fee for Office and Coworking (dedicated desk) customers, a per-location fee for Virtual Office customers, and a per-person fee for Memberships. This fee will cover all aspects of onboarding, administration, and setup. For Office and Coworking (dedicated desk) customers, there will be a fee for each new occupant added. If there is no occupant, one activation fee will be charged. If there is a move to a different office in the same location no fees will be assessed if the occupants do not increase. For moves to a new location (at Your request) all occupants will be assessed a fee as they will have to be set up again at the new location. For Virtual Office customers a new activation fee will only be assessed if there is a move to a new location (at Your request). If You switch product (e.g., change from Virtual Office to Office) You will be charged the relevant activation fee for the new product.
46. Standard Services: The standard fee and any fixed, recurring services requested by You are billed in advance. Where a daily rate applies, the charge for any such month will be 30 times the standard fee. For a period of less than a month the standard fee will be applied daily. All services will renew automatically at the prevailing market rate. If You would like to stop a recurring service, please speak with Your community team; they will be able to remove the service starting from the next calendar month from Your request.
47. Pay-as-You-use (one-off) Services: Fees for pay-as-You-use services, plus applicable taxes, in accordance with Our published rates which may change from time to time, are billed in arrears.
48. Call Charges: Charges will not be applied for call transfers to Your voicemail and will be applied when transferring a call to a nominated number. Call charges are based on local telecom rates and vary dependent on destination to local, national, and international numbers.
49. Mainline Answering: The ‘main line answering’ service for any of the Office and Virtual Office products is not intended for main sales lines, large marketing campaigns, call centers and/or main customer support lines. We reserve the right to charge an additional fee of \$1.00 per call, should Your business exceed 80 calls in a month.
50. Unlimited Coffee & Tea/Kitchen Amenity Service (where available): Allows You and Your visitors access to unlimited self-service coffee and hot beverages and is charged per office occupant per month. You can opt out of this service through Your online account.
51. Office Restoration Service: A fee of \$4.50 per square foot for each occupied office will be charged upon Your departure or if You, at Your option, chooses to relocate to different rooms within the Center. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.
52. Annual Indexation: For all agreements with a term greater than 12 months, or a month-to-month agreement not terminated within 12 months, the indexation applied is 4.7%. The indexation rate applied is based on the current indexation rate at the time of it being applied (not at the time of signing the agreement). Please speak to your Community Team at any time to request the current indexation rate.
53. Business Continuity Service: Business Continuity is a service provided for 3 months following Your departure (agreement end date) from the business center, to cover the management of mail, calls and visitors. Prices can be obtained upon request.

### Description:

- We will provide a pre-recorded message on Your existing phone confirming Your new number.
- Should any visitors come to the center, Our professional receptionist team will give them the new office address. Also provided is a one-page flyer with Your new contact information to make it easy for visitors to find You.
- We will continue to collect mail to ensure correspondence is not missed. If You choose to have them forwarded to the new address, We will do so at the preferred customer rates and a credit card must be on file.

- For Customers who sign an office agreement dated December 7, 2015, to present, the Business Continuity service is optional.
  - If the Business Continuity package is not purchased:
    - Phones will be disabled with no forwarding message.
    - Mail will be returned to sender.
    - No information will be given to Your guests other than You no longer have space there
54. Late Payment: We incur extra costs if you pay late. We will, therefore, charge you an administration fee of \$25 plus 5% of the overdue balance on all overdue balances under \$1,000 if the payment is late. For balances equal to or greater than \$1,000 we charge you an administration fee of \$50 plus 5% of the overdue balance. If your account becomes grossly overdue, you may be charged further collection fees we incur in administering your account.
55. Disputes: If you dispute any amount in an invoice, you must give us prompt written notice of the disputed amount. You have the duty to prove the disputed amount was billed in error and, if there is an actual billing error, we shall correct it with a credit note, and the outstanding invoice will be immediately payable. If you fail to prove an error in the billing, the disputed amount shall be undisputed, due immediately and subject to applicable late fees.
56. Insufficient Funds: You will pay a fee of \$50, or the maximum amount permitted by law, for failed payments due to declined credit cards, insufficient funds from direct debit payments, or returned checks.
57. Retainer/Deposit: For Office customers, retainers are calculated at least two-times the highest agreed monthly fee during the term, unless otherwise agreed in writing. For Co-Working customers, retainers are calculated at least one-time the highest agreed monthly fee during the term, unless otherwise agreed in writing. Top-up retainers are charged automatically to meet the minimum amount for each product which is calculated upon renewal or when moving to a different office. For security, We will only return retainers/ deposits via bank transfer or ACH, which may request via your online account.
58. Retainer Maintenance Fee: Any retainer or customer account with a credit balance not claimed after 120 days will each be charged a monthly \$50 account maintenance fee.

#### Liability

59. Mail: You release Us from any liability arising out of or incurred in connection with any mail or packages sent or received on Your behalf. We hold no liability over loss or damage of delivered or any transit goods.
60. Services: You are liable for all fees and any other amounts for which services are requested or rendered regardless of whether a payment made by any particular medium is declined or rejected in whole or in part. If requested by Us, You will immediately pay by an alternate form of payment accepted by Us.

#### Force Majeure

61. Force Majeure: We shall have no liability to You under this agreement if We are prevented from, or delayed in, performing Our obligations under this agreement or from carrying on Our business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. Our obligation to perform Our obligations shall be suspended during the period required to remove such force majeure event. We shall notify You as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation (if any) in the same Business Center or in another available business centers.



## USPS Regulations

62. USPS Regulations: You acknowledge We will comply with the USPS regulations regarding Your mail. You must also comply with all USPS regulations. Failure to comply will result in immediate termination of this Agreement. Please note, any termination due to violation of these House Rules does not put an end to Your financial obligation. If this Agreement is for a Mailbox Plus program, You must complete a separate U.S. Postal Service Form 1583 (“Form 1583”) to receive mail and/or packages at the Center. You acknowledge this Agreement and Form 1583 may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. You must use the exact mailing address, inclusive of the Private Mailbox designation, without modification as set forth in Section Two (2) of Form 1583. Your mail must bear a delivery address containing at least the following elements, in this order, (i) Intended addresses name or other identification, (ii) Street number and name, (iii) secondary address, (iv) “PMB” or # and Your designated PMB number, and (v) City, State and ZIP Code (5-digit or ZIP+4). USPS may return mail to the sender without a proper address. When Your agreement ends, You agree not to file a change of address form with the USPS.

## IT and Technology Policy

63. Introduction: This Policy applies where You wish to use Our Telecommunication and Internet connectivity services and equipment.
- We are considered a Downstream Service Provider (DSP), which means We provides a personalised connection to the Internet which is managed and protected via a firewall.
  - Our Internet service provides You with an Internet connection supporting regular business activity such as web browsing, the ability to send and receive electronic communications, access to business applications and the like.
64. Our Internet and Telecommunications
- a. Content: You acknowledge We do not monitor the content of information transmitted through Our telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, and data lines (“Telecommunications Lines”). You further acknowledge We are merely providing a conduit for Your Internet transmissions, similar to a telephone company, and We accept no liability for the content of transmissions by You.
  - b. Restrictions: Our Internet service may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct constituting a criminal offence or gives rise to civil liability. You are responsible for maintaining the basic security and virus protection of Your systems to prevent Your use by others in a manner which violates the Service Agreement. You are responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.
  - c. Interference: You cannot interfere or install equipment that interferes with or disrupts the functioning of Our own equipment or the equipment of Our other customers. This will be considered as a breach to these house rules.

- d. Security Violations: You are prohibited from engaging in any violations of system or network security. Our internet service may not be used in connection with attempts - whether or not successful - to violate the security of a network, service, or other system. Examples of prohibited activities include, without limitation, hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. We reserve the right to suspend the Internet access upon notification from a recognized Internet authority or ISP regarding such abuse. We may disconnect Your equipment and withhold services if We consider Your hardware or software is, or has become, inappropriate for connection to Our network. You are responsible for Your own virus or malware protection on Your systems and hardware.
- e. Our Internet: Services are only available at Our locations and connection to Our network is only permitted at those locations or via Our provided services. You must not create any links between Our network and any other network or any telecommunications service without Our consent.
- f. Revisions to this Policy: We may modify this Policy at any time, with or without notice.
- g. Special Requirements:
  - i. It is to note a number of ports are blocked through Our firewall for outbound traffic, such as: H323, Napster\_8888, Nbdatagram, Nbname, RealPlayer-grp, TCP-135, TCP-139, TCP-1433, TCP- 1434, UDP-1434.
- h. DISCLAIMER OF LIABILITY FOR DATA: We take no responsibility for personal or other third-party data that belongs to customers and is left on Our copiers or visible on the network.
- i. DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS: As part of its services to You, We may provide third party Internet access and computer hardware and software (“Third Party Services”). WE DISCLAIM ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD-PARTY SERVICES. YOU ACKNOWLEDGE THAT NO REPRESENTATION HAS BEEN MADE BY US AS TO THE FITNESS OF THE THIRD-PARTY SERVICES FOR YOUR INTENDED PURPOSE.
- j. DISCLAIMER OF LIABILITY FOR YOUR EQUIPMENT: ALL YOUR EQUIPMENT STORED IN OUR TELECOMMUNICATIONS ROOM IS STORED AT YOUR OWN RISK. WE DISCLAIM ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.
- k. DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE: We do not provide any service level agreement to You regarding provision or loss of service for Your Internet services. We shall not be liable for any indirect damages, including lost profits, arising out, or resulting from any loss of service or degradation of connectivity/access to the Internet with the Service Agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.

#### Additional Clauses for Signature and Spaces Branded Locations

##### 65. Business Club:

- a. Access: You will have access to the Business Club between 8:30am – 5:00pm Monday to Friday, or such time as is agreed with Us. Outside of these hours the area will be closed and secured. We, however, are entitled to reserve parts of the Business Club at any time.
- b. Fair usage: The Business Club is designed to be enjoyed by You and Your guests for temporary use and not as a place for continuous everyday work. If We feel Your use of the space is impeding other members from having fair use of the space, We might ask You to adjust Your membership or moderate Your use. If You are leaving a seat You are working from for any length of time, please take Your belongings with You or place them in a locker. We reserve the right to move Your belongings if left too long and are taking up required seats.

- c. Meeting rooms: You have access to the business club which includes a number of informal meeting room spaces.
  - d. Events: Events can be hosted in various areas within the business club. If You are interested in holding an event, please ask reception for further details. Setting up and dismantling an area of the business club for an evening event should only take place after 3pm in order to prevent noise disturbing other members.
66. Café-deli: Where available the Café deli is generally open during office hours. Typical hours of operation will vary per location, but we are permitted to vary those hours of operation without notice. Each member is required to clear away consumed food and drinks and leave the area clean for other members and guests. Alcohol purchased from the Café deli may only be consumed on the premises. We do not allow alcohol to be consumed in the business club that has been bought off the premises. All members consuming alcohol must be above the local legally approved drinking age. We are not responsible for injury, damage or other incidents related to alcohol consumption within the Business Club. Anyone who appears to be intoxicated will be asked to leave the premises.
67. Food and Drink: Any food and drink, including alcoholic beverages, brought in from outside the centre should not be consumed in the café area or meeting rooms within the Business Club.

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of July 30, 2024, by and among Boustead Securities, LLC (the "Assignor"), Sutter Securities, Inc. (the "Assignee"), and Asset Entities Inc. (the "Counterparty").

WHEREAS, the Assignor is a party to that certain Asset Entities Inc. Warrant to Purchase Class B Common Stock, Warrant No. PA-7, dated July 29, 2024 (the "Warrant");

WHEREAS, the Assignor wishes to assign, transfer, convey, and deliver to the Assignee all its rights, title and interest, legal and equitable, in, and all the duties and obligations arising under, the Warrant; and

WHEREAS, the Assignee desires to accept and assume all of the duties and obligations arising under the Warrant.

NOW, THEREFORE, in consideration of the promises and the covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it has been agreed as follows:

1. ASSIGNMENT AND ASSUMPTION. The Assignor hereby assigns to the Assignee, and the Assignee hereby accepts and assumes from the Assignor, all its rights, title and interest, legal and equitable in, and all the duties and obligations arising under, the Warrant (the "Assignment"), and the Counterparty hereby acknowledges and consents to the Assignment. Each party hereto acknowledges and agrees that the Assignor is hereby released from all duties and obligations arising under the Warrant.

2. EFFECTIVENESS. This Agreement shall be effective as of the date first written above.

3. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

4. COUNTERPARTS. This Agreement may be executed in any number of several counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein.

6. FURTHER ASSURANCES. Each of the parties hereto shall execute and deliver, at the reasonable request of any other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

*[Remainder of Page Intentionally Left Blank]*

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

ASSIGNOR  
**BOUSTEAD SECURITIES, LLC**

By:           /s/ Lincoln Smith            
Name, Title: Lincoln Smith, CEO

ASSIGNEE  
**SUTTER SECURITIES, INC.**

By:           /s/ Lincoln Smith            
Name, Title: Lincoln Smith, CEO

COUNTERPARTY  
**ASSET ENTITIES INC.**

By:           /s/ Arshia Sarkhani            
Name, Title: Arshia Sarkhani, Chief Executive Officer

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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of July 30, 2024, by and among Sutter Securities, Inc. (the "Assignor"), Michael R. Jacks (the "Assignee"), Boustead Securities, LLC ("Boustead"), and Asset Entities Inc. ("AEI").

WHEREAS, Boustead and AEI are parties to that certain Asset Entities Inc. Warrant to Purchase Class B Common Stock, Warrant No. PA-7, dated July 29, 2024 (the "Warrant");

WHEREAS, on or about July 30, 2024, Boustead assigned all its rights, title and interest, legal and equitable, in, and all the duties and obligations arising under, the Warrant to Assignor;

WHEREAS, the Assignor wishes to assign, transfer, convey, and deliver to the Assignee all its rights, title and interest, legal and equitable, in, and all the duties and obligations arising under, the Warrant; and

WHEREAS, the Assignee desires to accept and assume all of the duties and obligations arising under the Warrant.

NOW, THEREFORE, in consideration of the promises and the covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it has been agreed as follows:

1. ASSIGNMENT AND ASSUMPTION. The Assignor hereby assigns to the Assignee, and the Assignee hereby accepts and assumes from the Assignor, all its rights, title and interest, legal and equitable in, and all the duties and obligations arising under, the Warrant (the "Assignment"), and AEI hereby acknowledge and consent to the Assignment. Each party hereto acknowledges and agrees that the Assignor is hereby released from all duties and obligations arising under the Warrant.

2. EFFECTIVENESS. This Agreement shall be effective as of the date first written above.

3. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

4. COUNTERPARTS. This Agreement may be executed in any number of several counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein.

6. FURTHER ASSURANCES. Each of the parties hereto shall execute and deliver, at the reasonable request of any other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

*[Remainder of Page Intentionally Left Blank]*

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

ASSIGNOR  
**SUTTER SECURITIES, INC.**

By:           /s/ Lincoln Smith            
Name, Title: Lincoln Smith, CEO

ASSIGNEE

By:           /s/ Michael R. Jacks            
Name: Michael R. Jacks

COUNTERPARTIES  
**BOUSTEAD SECURITIES, LLC**

By:           /s/ Lincoln Smith            
Name, Title: Lincoln Smith, CEO

**ASSET ENTITIES INC.**

By:           /s/ Arshia Sarkhani            
Name, Title: Arshia Sarkhani, Chief Executive Officer

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**WWC, P.C.** CERTIFIED PUBLIC ACCOUNTANTS

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**Consent of Independent Registered Public Accounting Firm**

We hereby consent to the incorporation by reference in the Registration Statement on Form S-1 of Asset Entities Inc. (the "Company") of our report dated April 1, 2024, relating to the audit of the consolidated balance sheets of the Company and its variable interest entity as of December 31, 2023 and 2022, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the years in the two-year period ended December 31, 2023, and the related notes (collectively referred to as the "financial statements").

We also consent to the Company's reference to WWC, P.C., Certified Public Accountants, as experts in accounting and auditing.

San Mateo, California  
August 9, 2024

/s/ WWC, P.C.  
WWC, P.C.  
Certified Public Accountants  
PCAOB ID: 1171



## Calculation of Filing Fee Tables

Form S-1  
(Form Type)

ASSET ENTITIES INC.  
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
<b>Newly Registered Securities</b>								
Fees to be Paid	Equity	Shares of Class B Common Stock, \$0.0001 par value per share, underlying shares of Series A Convertible Preferred Stock, \$0.0001 par value per share <sup>(2)</sup>	Other <sup>(3)</sup>	436,689 <sup>(2)</sup>	\$ 3.75 <sup>(4)</sup>	\$ 1,637,583.75 <sup>(4)</sup>	0.00014760	\$ 241.71
Fees to be Paid	Equity	Shares of Class B Common Stock, \$0.0001 par value per share, underlying warrant <sup>(5)</sup>	Other <sup>(3)</sup>	30,800 <sup>(5)</sup>	\$ 3.75 <sup>(6)</sup>	\$ 115,500 <sup>(6)</sup>	0.00014760	\$ 17.05
<b>Total Offering Amounts</b>						<u>\$ 1,753,083.75</u>		\$ 258.76
<b>Total Fees Previously Paid</b>								\$ 0.00
<b>Total Fee Offsets</b>								\$ 0.00
<b>Net Fee Due</b>								<u>\$ 258.76</u>

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), the registrant is also registering hereunder an indeterminate number of additional securities that may be issued and resold resulting from stock splits, stock dividends or similar transactions.
- (2) Consists of up to 436,689 shares of Class B Common Stock, \$0.0001 par value per share (the "Class B Common Stock"), of the registrant, issuable upon the conversion of a variable amount of up to 165 shares of Series A Convertible Preferred Stock, \$0.0001 par value per share (the "Series A Preferred Stock"), pursuant to the Securities Purchase Agreement, dated as of May 24, 2024, between the registrant and Ionic Ventures, LLC, a California limited liability company ("Ionic"), as amended by the First Amendment to Securities Purchase Agreement, dated as of June 13, 2024, between the registrant and Ionic, and the Certificate of Designation of Series A Convertible Preferred Stock of the registrant filed with the Secretary of State of the State of Nevada on May 24, 2024, as amended by the Certificate of Amendment to Designation filed with the Secretary of State of the State of Nevada on June 14, 2024.
- (3) Registration fee calculated pursuant to 457(g) under the Securities Act.
- (4) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(g) under the Securities Act, based upon the initial conversion price of \$3.75 per share of Class B Common Stock of the Series A Preferred Stock.
- (5) Consists of up to 30,800 shares of Class B Common Stock issuable upon exercise of a warrant (the "Warrant") at an exercise price of \$3.75 per share.
- (6) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(g) under the Securities Act, based upon the exercise price of \$3.75 per share of Class B Common Stock of the Warrant.