

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 30, 2023

ASSET ENTITIES INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

001-41612

(Commission File Number)

88-1293236

(IRS Employer
Identification No.)

100 Crescent Ct, 7th Floor, Dallas, TX

(Address of principal executive offices)

75201

(Zip Code)

(214) 459-3117

(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class B Common Stock, \$0.0001 par value per share	ASST	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

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 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On June 30, 2023, Asset Entities Inc., a Nevada corporation (the “Company”), entered into a Closing Agreement (the “Closing Agreement”) with Triton Funds LP, a Delaware limited partnership (“Triton Funds”). Under the Closing Agreement, the Company agreed to sell to Triton Funds shares of class B common stock, \$0.0001 par value per share, of the Company (the “Class B Common Stock”) having an aggregate value of \$1,000,000 (the “Shares”), pursuant to a registration statement to be filed and made effective for the resale of the Shares (the “Registration Statement”). Subject to the terms of the Closing Agreement, the Company may deliver a closing notice (the “Closing Notice”) to Triton Funds at any time before September 30, 2023, pursuant to which Triton Funds will be obligated to purchase the Shares for \$1,000,000 before deducting a \$25,000 administrative fee. The price of each of the Shares will 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 Shares (the “Closing”). The Closing must occur within five business days after the delivery of the Closing Notice. Triton Funds’ obligation to purchase the Shares is conditioned on the effectiveness of the Registration Statement and Triton Funds’ ownership not exceeding 9.99% of the Class B Common Stock outstanding as of June 30, 2023.

The Closing Agreement contains additional requirements, including that the Company 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 Funds of certain events affecting registration or that may suspend its right to submit the Closing Notice. The Company also agreed to provide indemnification against liabilities relating to misrepresentations, breaches of obligations, and third-party claims relating to the Closing Agreement, with certain exceptions. The Closing Agreement will expire either upon the Closing or September 30, 2023.

There is no relationship between the Company or its affiliates and Triton Funds, other than in respect of the Closing Agreement.

In connection with the Closing Agreement, pursuant to the engagement letter agreement between the Company and Boustead Securities, LLC (“Boustead”), a registered broker-dealer, dated November 29, 2021, and the underwriting agreement between the Company and Boustead, dated February 2, 2023, at the Closing, if any, the Company will be required to pay Boustead a cash fee equal to 7% of the gross proceeds to be received from the Closing and a non-accountable expense allowance equal to 1% of the gross proceeds to be received from the Closing, and issue Boustead warrants for the amount of shares of Class B Common Stock equal to 7% of the number of the Shares, at an exercise price equal to the fair market value of the Class B Common Stock as of the date of the Closing. The warrants will be exercisable for a period of five years, contain cashless exercise provisions, and have immediate piggyback registration rights. The Company must also reimburse Boustead for all reasonable invoiced out-of-pocket expenses in connection with its performance of services relating to the Closing Agreement, regardless of whether the Closing occurs.

Item 7.01. Regulation FD Disclosure.

On July 5, 2023, the Company issued a press release announcing the signing of the Closing Agreement. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

The information furnished pursuant to this Item 7.01 (including Exhibit 99.1 hereto), shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing under the Exchange Act or the Securities Act of 1933, as amended (the “Securities Act”), except as expressly set forth by specific reference in such a filing.

Forward-Looking Statements

The press release and the statements contained therein include “forward-looking” statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, which statements involve substantial risks and uncertainties. Forward-looking statements generally relate to future events or the Company’s future financial or operating performance. In some cases, you can identify these statements because they contain words such as “may,” “will,” “believes,” “expects,” “anticipates,” “estimates,” “projects,” “intends,” “should,” “seeks,” “future,” “continue,” “plan,” “target,” “predict,” “potential,” or the negative of such terms, or other comparable terminology that concern the Company’s expectations, strategy, plans, or intentions. Forward-looking statements relating to expectations about future results or events are based upon information available to the Company as of the date of the press release and are not guarantees of the future performance of the Company, and actual results may vary materially from the results and expectations discussed. Forward-looking statements include, but are not limited to, the Company’s expectations regarding its financial position and operating performance, its expectations regarding its business initiatives, the Company’s expectations about its operating performance, trends in its business, the effectiveness of its strategies, its market opportunity, and demand for its products and services in general. The Company’s expectations and beliefs regarding these matters may not materialize, and actual results in future periods are subject to risks and uncertainties that could cause actual results to differ materially from those projected, including risks and uncertainties described in the Company’s Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, and other filings with the Securities and Exchange Commission. All subsequent written and oral forward-looking statements concerning the Company or other matters and attributable to the Company or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements above. The Company does not undertake any obligation to publicly update any of these forward-looking statements to reflect events or circumstances that may arise after the date hereof, except as required by law.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description of Exhibit
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10.1	Closing Agreement between Asset Entities Inc. and Triton Funds LP, dated as of June 30, 2023
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99.1	Press Release dated July 5, 2023
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104	Cover Page Interactive Data File (embedded within the Inline XBRL document)
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: July 5, 2023

ASSET ENTITIES INC.

/s/ Arshia Sarkhani

Name: Arshia Sarkhani

Title: Chief Executive Officer and President

CLOSING AGREEMENT

This Closing Agreement (the “Agreement”), dated as of June 30, 2023 (the “Issue Date”), is entered into between Asset Entities Inc., Inc. a Nevada corporation (the “Company”), and TRITON FUNDS LP, a Delaware limited partnership (the “Investor” and, together with the Company, the “Parties” and, each, individually, a “Party”).

RECITALS:

WHEREAS, upon the terms and subject to the conditions contained herein, the Investor shall purchase One Million Dollars (\$1,000,000) of Securities after a Registration Statement is declared effective by the SEC;

NOW THEREFORE, in consideration of the foregoing recitals, which shall be considered an integral part of this Agreement, the covenants and agreements set forth hereafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Investor hereby agree as follows:

SECTION I
DEFINITIONS

For all purposes of and under this Agreement, the following terms shall have the respective meanings below, and such meanings shall be equally applicable to the singular and plural forms of such defined terms.

“Administrative Fee” shall mean a \$25,000 payment from the Company to the Investor deducted from the Closing.

“Business Day” shall mean any day on which the Principal Market for the Common Stock is open for trading from the hours of 9:30 am until 4:00 pm eastern time.

“Closing” shall mean a date that is no later than five (5) Business Days after the Closing Notice Date whereby the Investment Amount is sent to the Company.

“Closing Notice” shall mean a notice in the form of Exhibit A to this Agreement. “Closing Notice Date” shall mean the date the Securities are received by the Investor.

“Commitment Period” shall mean the period beginning on the Issue Date and ending on the expiration of this Agreement. “Common Stock” shall mean the Company’s shares of Class B common stock.

“Investment Amount” shall mean the Securities in the Closing Notice multiplied by eighty-five percent (85%) of the lowest daily volume weighted average price of the Common Stock five (5) Business Days prior to the Closing.

“Principal Market” shall mean the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the OTC Market, whichever is the primary market on which the Common Stock is listed.

“Registration Statement” shall mean the registration statement covering the resale of the Securities. “SEC” shall mean the U.S. Securities and Exchange Commission.

“Securities” shall mean the shares of Common Stock issued pursuant to the terms of this Agreement.

SECTION II
PURCHASE AND SALE OF SECURITIES

2.1 PURCHASE AND SALE OF SECURITIES. Subject to the terms and conditions set forth herein, the Company shall sell to the Investor, and the Investor shall purchase from the Company, Securities having an aggregate value of One Million Dollars (\$1,000,000).

2.2 DELIVERY OF CLOSING NOTICE. Subject to the terms and conditions herein, the Company may deliver a Closing Notice to the Investor anytime during the Commitment Period.

2.3 CONDITIONS TO INVESTOR’S OBLIGATION TO PURCHASE SECURITIES. Notwithstanding anything to the contrary in this Agreement, the Investor shall not be entitled to purchase the Securities unless each of the following conditions are always satisfied:

- i. the Registration Statement shall remain effective and available;
 - ii. during the Commitment Period, the Common Stock shall have been quoted for trading on the Principal Market and the Company shall not have been notified of any action to suspend the trading of Common Stock;
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- iii. the Company has complied with its obligations under this Agreement and is otherwise not in breach of this Agreement;
- iv. the issuance of the Securities will not violate any requirements of the Principal Market.

2.4 MECHANICS OF PURCHASE OF SECURITIES BY INVESTOR. The Company shall a) deliver the Closing Notice to the email address specified on the signature page of this Agreement and b) deliver the Securities to an account designated by the Investor; the Investor shall deliver the Investment Amount to an account designated by the Company.

2.5 LIMITATION ON AMOUNT OF OWNERSHIP. In no event shall the Investor be entitled to purchase a number of shares of Common Stock greater than 9.99% of the Common Stock outstanding on the Issue Date.

SECTION III INVESTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

By executing this Agreement, the Investor represents, warrants, covenants and agrees that:

3.1 POWER AND AUTHORITY. The undersigned has full power and authority to act on behalf of and bind the Investor to its obligations as set forth herein and making these representations.

3.2 EFFECTIVE REGISTRATION STATEMENT. The Securities are being offered pursuant to the Registration Statement and Investor is solely relying on the Registration Statement and all periodic filings made by the Company in determining whether to purchase the Securities.

3.3 REVIEW OF SEC FILINGS. Investor has had full opportunity to read and review the Registration Statement, the documents incorporated therein by reference, and consult with an attorney regarding such Registration Statement.

3.4 ACCURACY OF REPRESENTATIONS. The information provided herein and these representations, warranties and agreements are accurate and complete, and shall remain so until the undersigned notifies the Company otherwise.

3.5 NO SHORT SALES; CONFIDENTIALITY. Neither the Investor, nor any affiliate of the Investor acting on its behalf or pursuant to any understanding with it, will execute any Short Sales (as defined in Rule 200 of Regulation SHO under the Securities Exchange Act of 1934, as amended) during the period from the Issue Date to the end of the Commitment Period. For the purposes hereof, and in accordance with Regulation SHO, the sale after delivery of a Closing Notice of such number of shares of Common Stock reasonably expected to be purchased under a Closing Notice shall not be deemed a Short Sale. The Investor shall, until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company, maintain the confidentiality of the existence and terms of this transaction and the information included in herein. The Investor agrees not to disclose any Confidential Information of the Company to any third party, except for attorneys, accountants, advisors who have a need to know such Confidential Information and are bound by confidentiality, and shall not use any Confidential Information for any purpose other than in connection with, or in furtherance of, the transactions contemplated hereby. The Investor acknowledges that the Confidential Information of the Company shall remain the property of the Company and agrees that it shall take all reasonable measures to protect the secrecy of any Confidential Information disclosed by the Company.

3.6 ACCREDITED INVESTOR. The Investor is an accredited investor as defined in Rule 501(a)(3) of Regulation D, and the Investor has such experience in business and financial matters that it is capable of evaluating the merits and risks of an investment in the Securities. The Investor acknowledges that an investment in the Securities is speculative and involves a high degree of risk.

3.7 INTENT. The Investor is entering into this Agreement for its own account, and the Investor has no present arrangement (whether or not legally binding) at any time to sell the Securities to or through any person in violation of the Securities Act or any applicable state securities laws; provided, however, that the Investor reserves the right to dispose of the Securities at any time in accordance with federal and state securities laws applicable to such disposition.

3.8 NO LEGAL ADVICE FROM THE COMPANY. The Investor acknowledges that it has had the opportunity to review this Agreement and the transactions contemplated by this Agreement with its own legal counsel and investment and tax advisors. Except with respect to the representations, warranties and covenants contained in this Agreement, the Investor is relying solely on such counsel and advisors and not on any statements or representations of the Company or any of its representatives or agents for legal, tax or investment advice with respect to this investment, the transactions contemplated by this Agreement or the securities laws of any jurisdiction.

3.9 COMPLIANCE WITH LAW; TRADING IN SECURITIES. The Investor's trading activities with respect to the Common Stock will be in compliance with all applicable state and federal securities laws and regulations and the rules and regulations of FINRA and the Principal Market.

SECTION IV
COMPANY'S REPRESENTATIONS

Except as disclosed on the Company's filings with the SEC under the Securities Act of 1933 (the "1933 Act") and the Securities Exchange Act of 1934 (the "1934 Act"), the Company represents to the Investor that:

4.1 **ORGANIZATION AND QUALIFICATION.** The Company is a corporation organized under the laws of the State of Nevada and has the requisite corporate power and authorization to carry on its business as now being conducted. The Company is qualified to do business in every jurisdiction in which the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect. As used in this Agreement, "Material Adverse Effect" means a change, event, circumstance, effect or state of facts that has had or is reasonably likely to have, a material adverse effect on the business, properties, assets, operations, results of operations or financial condition of the Company, if any, taken as a whole, or on the transactions contemplated hereby or by the agreements and instruments to be entered into in connection herewith, or on the authority or ability of the Company to perform its obligations under the Agreement.

4.2 **AUTHORIZATION; ENFORCEMENT; COMPLIANCE WITH OTHER INSTRUMENTS.**

- i. The Company has the requisite corporate power and authority to enter into this Agreement and to issue the Securities in accordance with the terms hereof;
- ii. the execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby and thereby, including without limitation the issuance of the Securities pursuant to this Agreement, have been duly and validly authorized by the Company's Board of Directors and no further consent or authorization is required by the Company, its Board of Directors, or its shareholders;
- iii. this Agreement has been duly and validly executed and delivered by the Company;
- iv. this Agreement constitutes the valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies.

4.3 **ISSUANCE OF SECURITIES.** The Company has reserved the number of Securities included in the Company's registration statement for issuance pursuant to this Agreement, which have been duly authorized and reserved (subject to adjustment pursuant to the Company's covenant set forth in [Section 4.10](#)) pursuant to this Agreement. Upon issuance in accordance with this Agreement, the Securities will be validly issued, fully paid for and non-assessable and free from all taxes, liens and charges with respect to the issuance thereof. In the event the Company cannot register enough Securities for issuance pursuant to this Agreement, the Company will use its best efforts to authorize and reserve for issuance the number of Securities required for the Company to perform its obligations hereunder as soon as reasonably practicable.

4.4 **INSURANCE.** The Company is insured by insurers of recognized financial responsibility against such losses and in such amounts as management reasonably believes to be prudent and customary in the businesses in which the Company is engaged. The Company has not been refused any insurance coverage applied for and has no reason to believe that it will not be able to renew its existing insurance coverage when such coverage expires.

4.5 DILUTIVE EFFECT. The Company's executive officers and directors have studied and fully understand the nature of the transactions contemplated by this Agreement and recognize that they have a potential dilutive effect on the shareholders of the Company. The Board of Directors of the Company has concluded, in its good faith business judgment, and with full understanding of the implications, that such issuance is in the best interests of the Company. The Company specifically acknowledges that, subject to such limitations as are expressly set forth in this Agreement, its obligation to issue Securities upon purchases pursuant to this Agreement is absolute and unconditional regardless of the dilutive effect that such issuance may have on the ownership interests of other shareholders of the Company.

4.6 BEST EFFORTS. The Company shall use all commercially reasonable efforts to timely satisfy each of the conditions set forth in this Agreement.

4.7 REPORTING STATUS. Until one of the following occurs, the Company shall file all reports required to be filed with the SEC pursuant to the 1934 Act, and the Company shall not terminate its status, or take an action or fail to take any action, which would terminate its status as a reporting company under the 1934 Act: (i) this Agreement terminates pursuant to Section V and/or the Investor has the right to sell all of the Securities without restrictions pursuant to Rule 144 promulgated under the 1933 Act, or such other exemption, or (ii) the date on which the Investor has sold all the Securities.

4.8 USE OF PROCEEDS. The Company will use the proceeds from the sale of the Securities for general corporate and working capital purposes.

4.9 FINANCIAL INFORMATION. During the Commitment Period, the Company agrees to make available to the Investor via EDGAR or other electronic means the following documents and information on the forms set forth: (i) within five (5) Business Days after the filing thereof with the SEC, a copy of its Annual Reports on Form 10-K, its Quarterly Reports on Form 10-Q, any Current Reports on Form 8-K and any Registration Statements or amendments filed pursuant to the 1933 Act; (ii) copies of any notices and other information made available or given to the shareholders of the Company generally, contemporaneously with the making available or giving thereof to the shareholders; and (iii) within two (2) calendar days of filing or delivery thereof, copies of all documents filed with, and all correspondence sent to, the Principal Market, any securities exchange or market, or the Financial Industry Regulatory Association, unless such information is material nonpublic information.

4.10 RESERVATION OF SECURITIES. The Company shall take all action necessary to always have authorized and reserved the number of Securities included in the Registration Statement for issuance pursuant to this Agreement. If the Company determines that it does not have enough Common Stock to reserve and keep available for issuance as described, the Company shall use all commercially reasonable efforts to increase the number of Common Stock by seeking shareholder approval.

4.11 LISTING. The Company shall maintain the listing of the Common Stock on the Principal Market. The Company shall promptly provide to the Investor copies of any notices it receives from the Principal Market regarding the continued eligibility of the Common Stock for listing on such automated quotation system or securities exchange.

4.12 CORPORATE EXISTENCE. The Company shall use all commercially reasonable efforts to preserve and continue the corporate existence of the Company.

4.13 NOTICE OF CERTAIN EVENTS AFFECTING REGISTRATION; SUSPENSION OF RIGHT TO SUBMIT A CLOSING NOTICE. The Company shall promptly notify the Investor upon the occurrence of any of the following events in respect of a Registration Statement or related prospectus in respect of an offering of the Securities: (i) receipt of any request for additional information by the SEC or any other federal or state governmental authority during the period of effectiveness of the Registration Statement for amendments or supplements to the Registration Statement or related prospectus; (ii) the issuance by the SEC or any other federal or state governmental authority of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for that purpose; (iii) receipt of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Securities for sale in any jurisdiction or the initiation or notice of any proceeding for such purpose; (iv) the happening of any event that makes any statement made in such Registration Statement or related prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of changes in the Registration Statement, related prospectus or documents so that, in the case of a Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the related prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (v) the Company's reasonable determination that a post-effective amendment or supplement to the Registration Statement would be appropriate, and the Company shall promptly make available to Investor any such supplement or amendment to the related prospectus.

4.14 ACKNOWLEDGEMENT OF TERMS. The Company hereby represents and warrants to the Investor that: (i) it is voluntarily entering into this Agreement of its own freewill, (ii) it is not entering this Agreement under economic duress, (iii) the terms of this Agreement are reasonable and fair to the Company, and (iv) the Company has had independent legal counsel of its own choosing review this Agreement, advise the Company with respect to this Agreement, and represent the Company in connection with this Agreement.

SECTION V EXPIRATION

This Agreement shall expire either upon:

5.1 the Closing; or

5.2 September 30, 2023.

All Securities due under this Agreement shall be immediately payable and due upon expiration of this Agreement.

SECTION VI INDEMNIFICATION

In consideration of the mutual obligations set forth in this Agreement, the Company (the "Indemnitor") shall defend, protect, indemnify and hold harmless the Investor and all of the investor's shareholders, officers, directors, employees, counsel, and direct or indirect investors and any of the foregoing person's agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "Indemnitees") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and reasonable expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "Indemnified Liabilities"), incurred by any Indemnitee as a result of, or arising out of, or relating to (I) any misrepresentation or breach of any representation or warranty made by the Indemnitor or any other certificate, instrument or document contemplated hereby or thereby; (II) any breach of any covenant, agreement or obligation of the Indemnitor contained in this Agreement or any other certificate, instrument or document contemplated hereby or thereby; or (III) any cause of action, suit or claim brought or made against such Indemnitee by a third party and arising out of or resulting from the execution, delivery, performance or enforcement of this Agreement or any other certificate, instrument or document contemplated hereby or thereby, except insofar as any such misrepresentation, breach or any untrue statement, alleged untrue statement, omission or alleged omission is made in reliance upon and in conformity with information furnished to Indemnitor which is specifically intended for use in the preparation of any such Registration Statement, preliminary prospectus, prospectus or amendments to the prospectus. To the extent that the foregoing undertaking by the Indemnitor may be unenforceable for any reason, the Indemnitor shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. The indemnity provisions contained herein shall be in addition to any cause of action or similar rights Indemnitor may have, and any liabilities the Indemnitor or the Indemnitees may be subject to.

SECTION VII
GOVERNING LAW; MISCELLANEOUS

7.1 LAW GOVERNING THIS AGREEMENT. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state or federal courts located in Dallas, Texas. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. The parties executing this Agreement and other agreements referred to herein or delivered in connection herewith on behalf of the Company agree to submit to the in personam jurisdiction of such courts and hereby irrevocably waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. If any provision of this Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

7.2 FEES. Except the Administrative Fee, the Company and the Investor shall pay the fees of its experts, if any, and all other expenses incurred by such party relating to this Agreement.

7.3 MISCELLANEOUS. Facsimile execution and delivery of this Agreement is legal, valid and binding execution and delivery for all purposes. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns. This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties hereto. No waiver by either Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Each of the Parties will bear his or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that the other Party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity. Any notice delivered by one Party to the other may be delivered to each Party's respective address as set forth on the signature pages to this Agreement.

SECTION XIII
NON-DISCLOSURE OF NON-PUBLIC INFORMATION

The Company shall not disclose non-public information to the Investor.

Your signature on this below evidences you to be bound by the terms and conditions of this Agreement as of the Issue Date. The undersigned signatory hereby certifies that it has read and understands this Agreement, and the representations made by the undersigned in this Agreement are true and accurate, and agrees to be bound by its terms.

COMPANY

ASSET ENTITIES INC.

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

100 Crescent Ct.
7th Floor Dallas, Texas 75201
Attention: Arshia Sarkhani
Email: arshia@assetentities.com

INVESTOR

TRITON FUNDS LP

By: /s/ Tyler Hoffman
Tyler Hoffman,
Authorized Signatory

9500 Gilman Drive
La Jolla, CA 92093
Email: tritonfundslp@gmail.com

EXHIBIT A - CLOSING NOTICE

Date:

Investor,

This is to inform you that as of today the Company hereby elects to exercise its right pursuant to this Agreement to sell you the Securities.

Regards,

Company

Delivery Instructions:

Account:

DTC:

Wire Instructions:

Account:

ABA:



Triton Funds Agrees to Invest up to \$1 Million in Asset Entities

Dallas, TX, July 5 – Asset Entities Inc. (NASDAQ: ASST) (the “Company” or “Asset Entities”), a provider of digital marketing and content delivery services across Discord and other social media platforms, has entered into a common stock purchase agreement (“Agreement”) with investment firm Triton Funds LP (“Triton”), the nation’s largest student venture investment fund, for an investment by Triton in the Company’s common equity of up to \$1 million. Triton is primarily focused on investments that will have a lasting positive impact on the Millennial generation with a portfolio of both private and public companies.

As part of the Agreement, when Asset Entities wishes to sell its common stock, it will first provide Triton with a purchase notice, which sets forth the total number of shares of class B common stock the Company intends to sell. Triton has agreed to purchase up to \$1.0 million of the Company’s class B common stock through September 30, 2023, subject to the terms and conditions in the Agreement.

“This expected investment from Triton Funds, an investor who deeply understands and champions the needs and aspirations of the Millennial generation is a tremendous affirmation of our vision and strategy,” said Arshia Sarkhani, Chief Executive Officer of Asset Entities. “This additional expected funding allows us to further expand our offerings, accelerate our growth, and deepen our impact on a generation that is redefining success.”

Asset Entities intends to use any net proceeds from the sale of its common stock to Triton for general corporate and working capital purposes.

To learn about the AE.360.DDM suite of services, go to ae360ddm.com or <https://discord.gg/ae360ddm>.

About Asset Entities

Asset Entities Inc. is a technology company providing social media marketing, management and content delivery across Discord, TikTok, Instagram, Twitter, and YouTube and other social media platforms. Asset Entities is believed to be the first publicly-traded Company based on the Discord platform, where it hosts some of Discord’s largest social community-based education and entertainment servers.

The Company’s **AE.360.DDM suite of services** is believed to be the first of its kind for the **Design, Development and Management** of Discord community servers. Asset Entities’ initial AE.360.DDM customers have included businesses and celebrities.

The Company’s Social Influencer Network (SiN) service offers white-label marketing, content creation, content management, TikTok promotions, and TikTok consulting to clients in all industries and markets. The Company’s SiN influencers can increase the social media reach of client Discord servers and drives traffic to their businesses.

Learn more at assetentities.com, and follow the Company on Twitter at [\\$ASST](https://twitter.com/$ASST) and [@assetentities](https://twitter.com/@assetentities).

Important Cautions Regarding Forward Looking Statements

This press release contains forward-looking statements. In addition, from time to time, representatives of the Company may make forward-looking statements orally or in writing. These forward-looking statements are based on expectations and projections about future events, which are derived from the information currently available to the Asset Entities, Inc. (the “Company”). Such forward-looking statements relate to future events or the Company’s future performance, including its financial performance and projections, growth in revenue and earnings, and business prospects and opportunities. Forward-looking statements can be identified by those statement that are not historical in nature, particularly those that use terminology such as “may,” “should,” “expects,” “anticipates,” “contemplates,” “estimates,” “believes,” “plans,” “projected,” “predicts,” “potential,” or “hopes” or the negative of these or similar terms. In evaluating these forward-looking statements, you should consider various factors, including: (i) the Company’s limited operating history; (ii) the Company’s ability to introduce new products and services; (iii) regulatory and compliance requirements; and (iv) other risks and uncertainties described herein, as well as those risks and uncertainties that are described more fully in the section titled “Risk Factors” in our last annual report on Form 10-K filed with the SEC and other reports filed with the SEC thereafter. These and other factors may cause the Company’s actual results to differ materially from any forward-looking statement. Forward-looking statements are only predictions. The forward-looking statements contained in this press release are made as of the date of this press release, and the Company does not undertake any responsibility to update the forward-looking statements in this release, except in accordance with applicable law.

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