

**Confidential Private Placement Memorandum**

**Offering: 10,000,000 Common Shares Subscription Price: \$0.10 Per Share**

**For Each Common Share Purchased Pursuant to this Offering, the Purchaser shall receive one share of Novart Digital, Inc.**

**FOR ACCREDITED INVESTORS ONLY**

The information in this Confidential Private Placement Memorandum (this “Memorandum”) is confidential and proprietary to Novart Digital, Inc. and is being submitted to you solely for your confidential use and with the explicit understanding that, without the prior written permission of Novart Digital, Inc., you will not release this Memorandum or discuss this Memorandum, its existence, or any of the information contained herein, or make any reproduction of or use this Memorandum for any purpose other than to evaluate a potential investment in the Common Shares offered hereby.

	<b>Price to Investors</b>	<b>Estimated Offering Expenses <sup>(1)</sup></b>	<b>Estimated Proceeds to Company</b>
<b>Per Share</b>	\$0.10	\$	\$
<b>Maximum Offering</b>	\$	\$	\$6

The date of this Memorandum is March 1, 2021.

**Information and analysis contained herein is as of the date hereof and remains subject to change.**

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CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM



**Offering 10,000,000 Common Shares Subscription Price of \$0.10 Per Share**

**For Each Class A Common Share Purchased Pursuant to this Offering, the Purchaser shall receive one share of Novart Digital, Inc.'s**

Novart Digital, Inc. (the “Company”, “Novart”, “we”, “us” or “our”) is a Delaware corporation. We are offering up to 10,000,000 Common shares, \$0.0001 par value, of Novart Digital and for each share of Common shares (the “Common Share”) purchased pursuant to this Offering, the purchaser shall receive one share of the Novart Digital (“Common Stock”). Hereinafter the Novart Digital common share referred to as a “Share”. The Shares are being offered at a price of \$0.10 per Share on a best-efforts basis. This Offering is being made accredited investors pursuant to and Regulation D, of the Securities Act of 1933, as amended. The term “accredited investor” is defined under Section 501(a) of Regulation D, and the offer to accredited investors is being made pursuant to Section 506(b) of Regulation D. The offering is expected to commence on or about March 1, 2021 and terminate on the date six months from the commencement date. This Offering will have multiple closings. We may, in our sole discretion, determine when to conduct the initial closing or whether to extend the offering without notice to investors. In such event, we would then continue the offering until the earlier of (i) the maximum of the offering, or (ii) the Offering Expiration Date.

Novart Digital is a for-profit corporation focused on

- i. Novart is a mobile application publisher focused on artificial intelligence and machine learning enabled gaming and non-gaming mobile applications with particular focus on predictive apps.
- ii. The Company is seeking to raise capital, including from accredited and permitted number of non-accredited investors, to support its business plan.

## SUBSCRIPTION SUMMARY

**To subscribe to purchase the Shares offered hereby, qualifying investors must deliver an executed Subscription Agreement with the completed appendices thereto, enclosed herewith as Exhibit A (the “Subscription Documents”) to the Company on or before 5:00 p.m., Eastern Time on August 31, 2021.**

Once the Company has received the Subscription Documents, such Subscription Documents may not be revoked. The Company plans on conducting an initial closing of the Offering as soon as the Company believes that it has received substantial investment and if this offering is oversubscribed, we reserve the right to increase the maximum offering. Although the Offering is scheduled to expire on August 31, 2021 (the “Offering Expiration Date”), the Company may, in its sole discretion, conduct one or more additional closings of the Offering following the initial closing and prior to the Offering Expiration Date. The Company reserves the right to amend the date for receiving Subscription Documents and for terminating the Offering.

Investors are not required to submit payment for Shares when they submit the Subscription Documents. Rather, the Company will deliver notice to subscribers calling for payment of their subscription proceeds within three (3) business days (such notice, the “Payment Notice”) following delivery of the Payment Notice.

You must subscribe to purchase a minimum of 100,000 Shares (\$10,000) in this Offering. The Company may waive the minimum subscription amount in its sole discretion. The Company reserves the right in its sole discretion to increase the maximum number of Shares for sale in this Offering by up to an additional 25%, or 2,500,000 Shares. The Company reserves the right to reject, in whole or in part, any subscription for its Shares and to withdraw this Offering.

This Offering has not been registered under the Securities Act of 1933, as amended (“Securities Act”), in reliance upon exemptions from the registration requirements thereof, including Regulation D and Rule 506(b) promulgated thereunder, and has not been registered under any state securities laws in reliance upon exemptions from the registration requirements thereof. Since this Offering is not presently being registered under federal, state or foreign laws, any shares purchased are subject to certain transfer restrictions absent subsequent registration under or an exemption from registration under the Securities Act or applicable state or foreign securities laws, as described herein. Therefore, a holder of the Shares must be able to bear the economic risks of the investment for an indefinite period of time.

**An investment in the Company’s Shares involves risks. Prospective investors should carefully read the “*Risk Factors*” section beginning on page 22 for a discussion of certain factors that should be considered in making an investment in the Shares.**

**The Share offered by this Memorandum have not been approved or disapproved, and the completeness and accuracy of the disclosures in this Memorandum have not been passed upon, by the Securities and Exchange Commission (the “SEC”), any state securities commission, the IRS, the FDIC or any other regulatory body. Any representation to the contrary is a criminal offense.**

The following table summarizes the commissions that the Company will pay to its placement agent, assuming all of the shares are sold through the placement agent, and the net proceeds that the Company expects to receive from this Offering:

- i. For the purposes of the above table, the Company assumes an offering cost to be 10% of the gross proceeds applies to all subscriptions.
- ii. Before deducting expenses related to the Offering, including but not limited to legal, accounting, salaries, marketing, and consulting fees and other costs associated with the Offering, estimated to be no more than \$900,000.

Furthermore, information including this Offering document may be in electronic format and made available by e-mail and/or on websites or through secure drive.

A prospective purchaser can submit a completed Subscription Agreement pursuant to Exhibit A hereto. In the event that the Offering is oversubscribed, the Company shall agree on the allocation of the investment orders, based upon time of receipt of a completed Subscription Agreement and review and acceptance by the Company.

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## DISCLAIMER

The information contained herein has been prepared to assist interested parties in making their own evaluation of the Company and does not purport to be all-inclusive or to contain all information that a prospective party may desire or that may be required in order to properly evaluate the business, prospects or value of the Company. In making an investment decision, prospective investors must rely on their own examination and analysis of the Company, the terms of this Offering, including the risks involved, and the data set forth in this Memorandum. Each prospective investor should consult his own attorney, accountant, business advisor and tax advisor as to the legal, business, tax and other related matters concerning this Offering and an investment in the securities offered hereunder.

Neither the Company nor its affiliates make any representation or warranty (expressed or implied) as to the accuracy or completeness of this Memorandum or any statements, estimates or projections contained herein and none of them will have any liability for the recipient's use of this Memorandum or any other oral, written or other communications transmitted to the recipient in the course of its evaluation of the Company. The statements in this Memorandum are made as of the date set forth on the cover page of this Memorandum, unless another time is specified. Neither the delivery of this Memorandum nor any sale hereunder shall create, under any circumstances, an implication that there has been no change in the facts set forth herein or the affairs of the Company since the date hereof.

This Memorandum contains certain statements, estimates and projected financial information that reflects anticipated future results based upon assumptions that are inherently uncertain, including assumptions as to the size of the market in which it competes, its market share, general industry conditions and other factors. The assumptions are dependent on many factors over which the Company has no control. The Company does not intend to update the projected information. As a result, no representation or warranty is made as to the feasibility of the projected financial information or completeness of the assumptions from which the projected financial information is derived. There can be no assurance that the projections or any business plan will be realized; it can be expected that actual results will vary from those set forth in the projections, and it is possible that the variations may be material and adverse.

**THE SECURITIES OFFERED HEREBY CONSTITUTE A SPECULATIVE INVESTMENT, INVOLVE A HIGH DEGREE OF RISK AND SHOULD NOT BE PURCHASED BY ANYONE WHO DOES NOT SATISFY THE SUITABILITY STANDARDS SET FORTH HEREIN. ACCORDINGLY, NO PERSON SHOULD INVEST WHO IS NOT IN A POSITION TO LOSE HIS OR HER ENTIRE INVESTMENT.**

**DELIVERY OF THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THE SECURITIES OFFERED HEREBY IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION.**

**NO PERSON HAS BEEN AUTHORIZED TO MAKE REPRESENTATIONS WITH RESPECT TO THE SECURITIES OFFERED HEREBY OTHER THAN THE REPRESENTATIONS CONTAINED HEREIN. ANY INFORMATION OTHER THAN THAT CONTAINED HEREIN OR IN DOCUMENTS FURNISHED BY THE COMPANY AS CONTEMPLATED HEREIN OR UPON REQUEST MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY.**

**THE TEXT OF THIS MEMORANDUM AND ITS EXHIBITS DESCRIBE IN DETAIL NUMEROUS ASPECTS OF THE COMPANY THAT ARE MATERIAL TO POTENTIAL INVESTORS. THIS MEMORANDUM AND ITS EXHIBITS SHOULD BE READ AND UNDERSTOOD IN THEIR ENTIRETY BY PROSPECTIVE INVESTORS.**

**A SUBSCRIPTION FOR THE SHARES OFFERED HEREBY WILL BE SUBJECT TO THE PROVISIONS OF THE SUBSCRIPTION DOCUMENTS TO BE ENTERED INTO BY THE**

**COMPANY AND THE PROSPECTIVE PURCHASERS OF THE SHARES. THE SUBSCRIPTION AGREEMENT CONTAINS CERTAIN REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS. ANY DECISION WITH RESPECT TO AN INVESTMENT IN THE SHARES SHOULD BE MADE ONLY AFTER A CAREFUL REVIEW OF THE SUBSCRIPTION DOCUMENTS AND THIS MEMORANDUM. THE COMPANY HAS THE SOLE AND ABSOLUTE RIGHT TO REJECT ANY SUBSCRIPTION AND TO WITHDRAW, CANCEL, TERMINATE OR MODIFY THE OFFERING. NO SUBSCRIPTION IS BINDING ON THE COMPANY UNTIL THE COMPANY ACCEPTS IT.**

**THIS MEMORANDUM CONTAINS SUMMARIES OF CERTAIN DOCUMENTS RELATING TO AN INVESTMENT IN THE SHARES AS WELL AS OF VARIOUS PROVISIONS OF RELEVANT STATUTES AND REGULATIONS. WHILE THE COMPANY BELIEVES THAT THE SUMMARIES ARE FAIR STATEMENTS OF SUCH DOCUMENTS, STATUTES AND REGULATIONS, THE SUMMARIES DO NOT PURPORT TO BE COMPLETE AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE TEXTS OF THE ORIGINAL DOCUMENTS, STATUTES AND REGULATIONS.**

**PROSPECTIVE PURCHASERS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS INVESTMENT, LEGAL OR TAX ADVICE. EACH PROSPECTIVE PURCHASER SHOULD CONSULT HIS OR HER OWN LEGAL COUNSEL, ACCOUNTANTS, BUSINESS ADVISORS AND TAX ADVISORS AS TO THE LEGAL, TAX, BUSINESS AND FINANCIAL ASPECTS OF AN ADDITIONAL INVESTMENT IN THE SHARES.**

**YOU SHOULD NOT ASSUME THAT THE INFORMATION CONTAINED OR INCORPORATED BY REFERENCE IN THIS MEMORANDUM IS ACCURATE AS OF ANY DATE OTHER THAN THE DATE OF THIS MEMORANDUM OR AN EARLIER DATE SPECIFIED HEREIN. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR THE PURCHASE OF ANY OF THE COMMON SHARES OFFERED HEREBY WILL, UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE OF THIS MEMORANDUM OR AN EARLIER DATE SPECIFIED HEREIN.**

**THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF THE COMPANY'S PROSPECTIVE PURCHASERS IN CONNECTION WITH THE OFFERING AND MAY NOT BE REPRODUCED IN WHOLE OR IN PART OR USED FOR ANY OTHER PURPOSE. ANY DISTRIBUTION OF THIS MEMORANDUM TO ANYONE OTHER THAN THE RECIPIENT OF THE MEMORANDUM IS UNAUTHORIZED WITHOUT THE WRITTEN CONSENT OF THE COMPANY, AND ANY ACTION TAKEN BY ANY PERSON THAT IS CONTRARY TO THESE RESTRICTIONS MAY PLACE THAT PERSON AND THE COMPANY IN VIOLATION OF APPLICABLE SECURITIES LAWS. ANY PROSPECTIVE PURCHASERS, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREE TO RETURN THIS MEMORANDUM AND ALL ACCOMPANYING OR RELATED DOCUMENTS TO THE COMPANY UPON REQUEST IF SUCH PERSON DOES NOT ACQUIRE ANY OF THE SHARES OFFERED BY THIS MEMORANDUM.**

#### **NOTICE TO FOREIGN INVESTORS**

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

**FOR RESIDENTS OF ALL STATES**

**THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR STATE. THE OFFERING DOCUMENTS MAY BE SUPPLEMENTED BY ADDITIONAL STATE LEGENDS. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE ADVISED TO CONTACT THE COMPANY FOR A CURRENT LIST OF STATES IN WHICH OFFERS OR SALES MAY LAWFULLY BE MADE. AN INVESTMENT IN THIS OFFERING IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF FINANCIAL RISK. ACCORDINGLY, PROSPECTIVE INVESTORS SHOULD CONSIDER ALL OF THE RISK FACTORS DESCRIBED HEREIN.**

### **CONFIDENTIALITY**

By accepting delivery of this Memorandum, you acknowledge and agree that all of the information contained herein is of a confidential nature and may be regarded as material non-public information under Regulation FD promulgated by the Securities and Exchange Commission (SEC) and that this Memorandum has been furnished to you for the sole purpose of enabling you to consider and evaluate an investment in the Company. You agree that you will treat such information in a confidential manner, will not use such information for any purpose other than evaluating an investment in the Company, and will not, directly or indirectly, disclose or permit your agents, representatives or affiliates to disclose any of such information without the prior written consent of the Company. You also agree to make your agents, affiliates and representatives aware of the confidential nature of the information contained herein and the terms of this paragraph including your agreement to not disclose such information and to be responsible for any disclosure or other improper use of such information by such agents, affiliates or representatives. Likewise, without the prior written consent of the Company, you agree that you will not, directly or indirectly, make any statements, public announcements, or other release or provision of information in any form to any trade publication, to the press or to any other person or entity whose primary business is or includes the publication or dissemination of information related to the subject matter of this Memorandum. If you decide not to pursue further investigation of the Company or to not participate in the Offering, you agree to promptly return this Memorandum and any accompanying documentation (and all copies thereof) to us.

You understand that the securities laws of the United States provide severe civil and criminal penalties for anyone trading in securities while in possession of material non-public information. Notwithstanding the foregoing confidentiality agreement, the recipient of this Memorandum, each stockholder of the Company, and their respective employees, representatives and agents are authorized to disclose the tax treatment and tax structure of the transactions described herein to their respective advisors, without limitation of any kind. You may disclose information contained herein to the extent (but only to the extent) that it relates to the tax treatment or tax structure of the transactions described herein. This authorization is not intended to permit disclosure of any other information included herein or obtained by you in connection to this Offering to the extent not related to the tax treatment or the tax structure of such transactions including the identities or financial information of any kind of current, future or potential stockholders of the Company.

### **INDUSTRY AND MARKET DATA**

The industry and market data presented in this Memorandum are inherently estimates and are based upon third party data, including information derived from our own internal estimates. While we believe that this data is reasonable, in some cases this data is based on our or others' estimates and cannot be verified by us. Accordingly, prospective investors are cautioned not to place undue reliance on the industry and market data included in this Memorandum.



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**ACCREDITED INVESTOR SUBSCRIPTION AGREEMENT**.....**EXHIBIT A**

- Investor Questionnaire (Appendix A to the Subscription Agreement).

**Registration Rights** .....

**EXHIBIT B**

**FINANCIAL STATEMENTS OF NOVART DIGITAL, INC. as of 12/31/2020**...**EXHIBIT C**

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## EXECUTIVE SUMMARY

The following summary highlights selected information from this Memorandum and may not contain all of the information that is important to you. This summary is qualified in its entirety by reference to the more detailed information appearing elsewhere in this Memorandum. As used in this Memorandum, the terms, “Company,” “Novart Digital,” “NDI,” “we,” “us,” and “our” refer to Novart Digital, Inc. You should carefully read the entire Memorandum before making a decision to invest in the Shares, including the risks of purchasing such securities under the “Risk Factors” section.

### The Company:

#### *Novart Digital, Inc.*

Novart Digital is a for-profit Delaware corporation, organized for the purposes of publishing mobile applications. We develop artificial intelligence and machine learning enabled gaming and non-gaming mobile applications with particular focus on predictive apps. We develop and operate quality games currently in Turkey with strategy to expand initially into the Middle East, the European Union and the United States.

All the assets of the Company, including the existing mobile apps, applications under development and their source codes, were owned by the co-founder Mehmet Kutluca and were contributed into the Company on November 18, 2020.

The Company is seeking to raise capital, including from accredited investors, to support its business plan.

### *Our Vision:*

Novart Digital’s vision is to build a robust suite of AI and Machine Learning enabled mobile applications with particular focus on predictive applications.

### *Current Apps:*



Sister Efsun - Real Coffee  
Fortune Telling

1,100,000 Downloads  
864,000 Users  
39,900 Monthly Active User



Fortune Teller Fusun - Real  
Fortune Tellers, Free Tellings

355,700 Downloads  
96,80000 Users  
8,700 Monthly Active User



Fortune Telling Time - Real  
and Long Fortune Tellings

As fun as coffee chat

1,100,000 Downloads  
189,500 Users  
1,500 Monthly Active User

The 1,645,000 downloads, 226,800 users and 50,100 monthly active users (MAU) have been achieved with zero spending on sales and marketing.

## ***Recently Published***



Efsun Abla Kahve in January 30, 2021- Fortune Telling in Turkish & Arabic



TZ Tahmin on March 1, 2021- Soccer Prediction App in Turkish

We intend to invest in digital and viral campaigns for these apps and launch the TZ Tahmin App in the European Union.

Our recommended engine is a Machine Learning (ML) engine that uses collaborative and content-based filtering. It uses content-based filtering which collects data from user interactions and then predicts the user's subsequent action. After measuring the impact of initial predictions, the engine starts to use collaborative filtering. We use both steps to accurately predict user behavior. We have the ability to introduce a vibrant and engaging mobile game platform that attracts and retains gamers, but also serves as a powerful distribution, testing and evaluation platform for game developers, which further enables us to monetize our user base.

### **Corporate Information**

We have address at 100 Challenger Road, Suite 850, Ridgefield Park, NJ 07660. Our phone number is 201-267-0195. Our email address is at info@novartdigital.com. The content contained in our website is not made part of this Memorandum.

The Company's board of directors currently comprises Mr. Max Khan and Mehmet Kutluca. For additional information on management and the directors, see "Management of Novart Digital, Inc."

### ***Business Plan:***

Novart Digital is managed by a team of entrepreneurs and technologists whose shared vision is to build a robust suite of mobile applications with particular focus on social gaming and sports betting enabling apps. With core competency and development platform in Turkey, we can execute a low-cost high-impact strategy.

Management's Strategic Business Plan prioritizes the following actions:

1. Invest in digital and viral marketing of Efsun App in Turkey, Middle East North Africa and Azerbaijan
2. Invest in marketing of TZ Tahmin app in Turkey and introduce a European version covering European soccer leagues.
3. Invest in engineering, data acquisition and computing resources to scale AI/Machine Learning capabilities.
4. Invest in low-cost strategy to publish 2 original games per month and invest in marketing if initial response is significant.
5. Fund game development teams to publish their bigger games, not in the hyper-casual genre like racing, simulation or multiplayer war games, etc., for mobile.
6. Strengthen the management team.

### ***Our Competitive Strengths***

- Proven track record of developing and operating popular games;
- Vibrant and engaging game community and platform;
- Established game publishing and operating capabilities;
- Excellent game development and data analytics capabilities; and
- Experienced management team dedicated to innovation.
- We have strong development team and IT infrastructure to create AI/ML enabled applications with focus on social gaming. Continuing development of our game engine will allow us to add features and functionality in future apps. We use opensource Machine Learning / Deep Learning Engine (like TensorFlow from Google) to develop our own Machine Learning / Deep Learning Models. All the models

described below have been developed by us and not licensed. Models and the source codes belong to Novart Digital Inc.

The models we have developed and developing are:

- Image Recognition Model- We use this model in our fortune-telling app to determine if the captured image is of coffee cup or not. The model is based upon 20 million plus images of coffee cup photos. We have achieved 99.8% accuracy with our model.
- Horse Race Prediction Model- We built it to find the winning bets on horse races in Turkey. We will be using this model in the horse race prediction app that we expect to launch. We have an API with database of Turkish Horse Betting Association. The current model is based on 3,000 columns of data and includes pedigree, avg speed based on turf conditions, weather conditions, etc. etc. Current model is for one type of bet- chose 5 top finishers in order and currently running at greater than 80% but machine learning continues to improve the accuracy.
- Recommendation Models - We are developing this model for our upcoming Fitness and Meditation apps and will include Natural Language Programming (NLP) in order to capture vocalized user data.

We have all the necessary data of 20 million plus coffee cup photos or photos without any cup in our database uploaded by users from our fortune-telling apps. This has allowed us to perfect our image recognition model.

The horse racing prediction is extremely complex. We can predict the bets with reasonable accuracy right now and training the model for further improvements. Its approach is completely new since no one could predict the Turkish horse races accurately with a Deep Learning model. Model can be applied to horse racing anywhere in the world with API to the local Horse Racing Association database.

The recommendation model will be able to accurately predict what a person, in specific condition or situation, needs to do for keeping calm and getting fit. We are currently in the development phase.

We don't use Machine Learning / Deep Learning Models in soccer prediction. We are crowdsourcing bets across the internet, filtering them, give them weights and then use them for prediction. This will be purely a subscription model.

### ***Our Strengths in Theses Model Are:***

We use Firebase as a backend system for our apps. Firebase is a product from Google, and it gives you tools to build things upon it. Firebase gives functionality like analytics, databases, messaging, and crash reporting so you can move quickly and focus on users. Firebase or Google do not own our code or our apps by any means. We are not bound to Firebase, but it is the most efficient and up to date solution to power app backends nowadays.

### ***Product and Go-To Market Strategy***

We intend to build upon the key differentiators with our mobile application.

- Leverage our current user base and community

- AI & Machine learning
- Extensive content development experience
- A.I. based customer relationship management

### ***Increasing User Base in Turkey***

The fortune telling market is a very attractive segment in general but due to the current economic conditions around the globe, our target demographics are housewives at the age of 18-54 who are frequent shoppers, they watch TV shows, and have at least one smartphone in the family.

Currently, our most active user demographic is as follows:

80.6% Female, 19.4% Male  
 63.2% Android, 36.8% iOS  
 18-44 years in age  
 Frequent Shoppers  
 Media & Entertainment Fans

We have clearly defined user acquisition strategy which involves:

- Facebook & Google Ads for App Store and Play Store Downloads We have our own marketing team to manage, measure, and iterate on our advertising strategies. We have deep understanding of “lookalike audiences” in both advertising platforms. We acquired more than a million users before and the algorithms of the platform are able to match the profile of our current user based to potentially reach 1% to 5% of the audience in a particular geographic area. We have been using the analytics platforms right from the beginning.
- Influencers & Shoutouts We are working with one of the biggest influencer agencies in Turkey, Social Famous – (<https://socialfamo.us/>) to provide shoutouts & sponsored content. We have deep insights as to the selection of influencer and the timing of shoutouts and sponsored content and we can track and optimize the impact of each campaign.
- Search Engine Optimization (SEO) We create websites for our apps with evergreen content to acquire users for our mobile apps. SEO will be there to support the ASO process but will not be our main user acquisition channel.
- App Store Optimization (ASO) As a data-driven company, we expect to optimize our App Store and Play Store pages according to user acquisition & market data provided by various sources. We create and test store page alternatives with/without video, alternative screenshots, keywords, descriptions, and promo messages. We are working with number one app marketing, insights and intelligence platform, Mobile Action (<https://www.mobileaction.co/>) to measure and improve.

### ***Our Markets***

According to Mind Commerce, app downloads set a new record in 2020 to 143 million downloads, up nearly 24 percent from the 116 million downloads in 2019. Due to the pandemic, the Tools category saw the most non-game installs to almost 9 billion. Mobile versions of Zoom and WhatsApp led the way. As with revenue, games are the most downloaded mobile applications

### ***Turkey***

According to the gaming and sports agency, Gaming in Turkey, a total of \$853 million was spent on the Turkish gaming market in 2018, up from some \$810 million the previous year. The Turkish Gaming Industry Report showed that about half of this figure, \$400 million, stemmed from mobile games, up from \$372.4 million in 2017, while PC and console games marked reached a volume of \$453 million, up from \$437.6 million in the previous year. It also revealed that in the gaming market, with more than 30 million gamers, an average of \$2.3 million a day was spent on games last year. Given these figures announced for 2018, Turkey has remained 18th in the world gaming market, while it is the top gaming market in the Middle East region, followed by Saudi Arabia at \$800 million and Iran at \$600 million.

### ***Middle East North Africa***

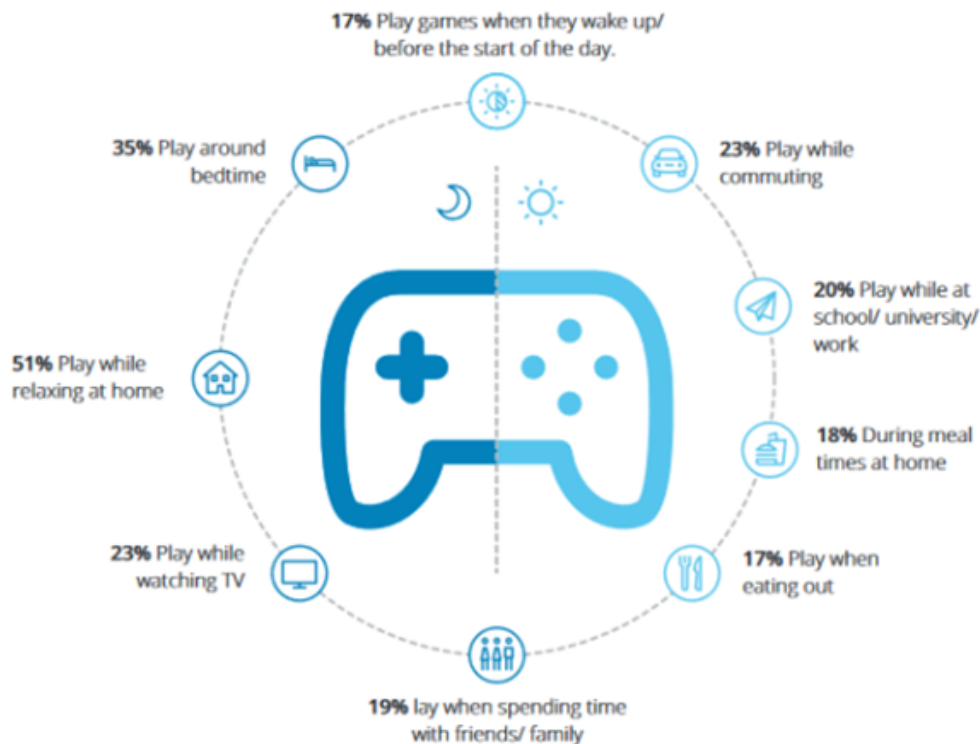
The mobile gaming industry in the Middle East is growing at a rate of 25% each year. Middle East is home to the

most active gaming community globally, indicates Newzoo – a games market insights and analytics firm. The fastest growing online gaming population in the world is in the Middle East, with a growth rate of 25% compared to Latin America (13.9%), Asia-Pacific (9.2%), North America (4%) and Western Europe (4.8%). The Middle East gaming market is set to triple in size to \$4.4 billion by 2022. In 2016, gaming revenues in the GCC alone stood at \$1.05 billion. “Mobile games have always been popular in the Middle East and we represent 23% of the total global games market – and games overall have grown faster year over year than the global average,” said Volkan Biçer, general manager – EMEA & LATAM, AdColony – a mobile advertising platform. This growth is driven by the popularity of social gaming, casual games and free-to-play role-playing games that helps to release stress as well as connect with other people online. According to AdColony Inventory, in the Middle East, mobile game downloads rose 28% and the daily average time spent on mobile gaming per user increased by 24% from February 24, 2020. This increase in mobile gaming can be attributed to social distancing owing to the COVID-19 pandemic. And, as part of the new norm, mobile gaming is expected to increase in importance.

The predictive readings from hot drinks originated from the ancient Chinese art of reading tea leaves. The centuries-old practice was later adapted to coffee grounds by the Arabs, who discovered the brown beans around 600 AD. Sipping coffee often turns into a cup-reading session for Arab women, where the future is predicted from sediments left in the cup. Believed to have started with the Turks' famous sludgy brew, once the drink is drunk, the cup is flipped, and resultant grinds patterns read.

UAE and KSA have ~97% Smartphone Penetration. According to Deloitte, 39% of gamers in KSA and UAE reported never having made an in-app purchase. But these users are in effect subsidized by the large spenders, the 8% spending over \$27 per month. 51% of mobile phone users play various games while relaxing at home. Both countries have the same cultural background as Turkey; have well-established offline fortune-telling culture and go-to-market strategy can be easily duplicated.

**When do you tend to play games on your mobile phone?**



Source: KSA edition, Deloitte Global Mobile Consumer Survey, May - Jun 2019  
 Base: All Who Own Or Has Access To A Smartphone And Play Games On Their Phone: KSA (807), UAE (798)

## ***Expanding Horizontally with Better Prediction Applications & New Genre of Games***

- Launch TZ Tahmin app in multiple countries covering their soccer leagues. This app provides daily predictions of soccer matches. The App will allow users to either purchase a single prediction, a set of games or use monthly subscription option.
- Horse Racing Betting Predictions App is under development. We have a working Deep Learning model which is able to predict winning with high accuracy. A user can purchase the predictions for a single race or purchase monthly/annual subscription. The Deep Learning model can be applied to any horse racing as long as data can be acquired through an API.
- The social giving and helping app, Helponn is expected to be released by the first week of April, 2021.
- Games in the process of prototyping. We currently do not have a development & release candidate.

## ***Content and Development Strategy***

Our content development strategy is based on feeding our telling algorithms on a regular basis. In every iteration, we increase the level of personalization in the telling content. This also drives engagement. We will continue to increase the telling content along with marketing. Our main content marketing strategy is formed around social media posts and ad campaigns around those posts. We create Instagram, Twitter & Facebook posts (cross-sharing) on a daily basis. We drive engagement via creating “sharable content” and signing them. “Sharable content” is like a quote from a famous person with the person’s name and our logo at the bottom or a viral video that has our logo in it.

## ***Monetization***

Our apps are free to download. We use rewarded ads and in-app purchases as our main monetization strategy. Users watch videos to earn credits. In our fortune telling app, users buy credits and “coffee cups”. They can use either one for fortune telling. We also use interstitial ads for additional revenue. Users see interstitial ads inside the telling detail screens. Our Horse Racing and Soccer Betting apps will have subscriptions, in-app purchases, and rewarded ads altogether. Users can subscribe to the VIP predictions. They can buy premium predictions and they can see freemium predictions after watching a rewarded ad. We also provide some matches for free every day for giving something upfront. Users can see how our predictions for the last day worked and that will create more engagement.

## ***Retention Strategy***

We use personalized daily notifications to drive retention. We also use rewarded ads to our advantage to increase engagement. The rewards we give after watching the ads are customizable. For example, we regularly give 10 credits after a user watches an ad. We have control over the amount of the credit and may raise it to 80 credits for an hour and send out notifications to all users. This has a “rush hour” effect and raises the level of user engagement. These rush hour campaigns drive more revenue and retention. It drives revenue because more people want to watch ads in those hours, and this generates more ad revenue. It drives retention because it has a “fear of missing out” (FOMO) effect for inactive users as well as active ones. Accordingly, we can adjust the rewards to form multiple campaigns. We run retention ad campaigns on Facebook and Google Ads platforms by targeting the inactive customers with in-app campaigns.

## ***Competition***

We face competition in several major aspects of our business, particularly from companies that publish and operate mobile games. Our competitors may have substantially more financial, technical and other resources, longer operating histories, as well as broader game offerings and larger market share. We may be unable to compete successfully against such competitors or new market entrants, which may adversely affect our business and results of operations.

The mobile game industry in Turkey and Middle East is highly competitive, which is characterized by the frequent introduction of new products and services, short product life cycles, evolving industry standards, rapid adoption of technological and product advancements, as well as price sensitivity on the part of gamers. In addition, our mobile game business faces competition from other entertainment formats and mobile apps and content, such as television, movies, music, electronic books, sports, social network services, and other recreational options on the internet. If we are not able to compete effectively, our user base may shrink and the level of user engagement may decrease, which could lead to a decrease in the number of our paying users and make us less attractive to game developers and other business partners. As a result, our market share may decrease, and our results of operations may be materially and adversely affected.



## ***Regulations***

The laws and regulations concerning data privacy and data security are continually evolving; our or our platform providers' actual or perceived failure to comply with these laws and regulations could harm our business.

Players can play our games online, using third-party platforms and networks and on mobile devices. We collect and store significant amounts of information about our players—both personally identifying and non-personally identifying information. We are subject to laws from a variety of jurisdictions regarding privacy and the protection of this player information. For example, the European Union (EU) has traditionally taken a broader view than the United States and certain other jurisdictions as to what is considered personal information and has imposed greater obligations under data privacy regulations. The U.S. Children's Online Privacy Protection Act (COPPA) also regulates the collection, use and disclosure of personal information from children under 13 years of age. While none of our games are directed at children under 13 years of age, if COPPA were to apply to us, failure to comply with COPPA may increase our costs, subject us to expensive and distracting government investigations and could result in substantial fines.

Data privacy protection laws are rapidly changing and likely will continue to do so for the foreseeable future. The U.S. government, including the Federal Trade Commission and the Department of Commerce, is continuing to review the need for greater regulation over the collection of personal information and information about consumer behavior on the Internet and on mobile devices and the EU has proposed reforms to its existing data protection legal framework. Various government and consumer agencies worldwide have also called for new regulation and changes in industry practices. In addition, in some cases, we are dependent upon our platform providers to solicit, collect and provide us with information regarding our players that is necessary for compliance with these various types of regulations.

Player interaction with our games is subject to our privacy policy and terms of service. If we fail to comply with our posted privacy policy or terms of service or if we fail to comply with existing privacy-related or data protection laws and regulations, it could result in proceedings or litigation against us by governmental authorities or others, which could result in fines or judgments against us, damage our reputation, impact our financial condition and harm our business. If regulators, the media or consumers raise any concerns about our privacy and data protection or consumer protection practices, even if unfounded, this could also result in fines or judgments against us, damage our reputation, and negatively impact our financial condition and damage our business.

In the area of information security and data protection, many jurisdictions have passed laws requiring notification when there is a security breach for personal data or requiring the adoption of minimum information security standards that are often vaguely defined and difficult to implement. Our security measures and standards may not be sufficient to protect personal information and we cannot guarantee that our security measures will prevent security breaches. A security breach that compromises personal information could harm our reputation and result in a loss of player confidence in our products and ultimately in a loss of players, which could adversely affect our business and impact our financial condition. This could also subject us to liability under applicable security breach-related laws and regulations and could result in additional compliance costs, costs related to regulatory inquiries and investigations, and an inability to conduct our business.

We are subject to the rules and regulations adopted by the payment card networks, such as Visa and MasterCard, and if we fail to adhere to their rules and regulations, we would be in breach of our contractual obligations to payment processors and merchant banks, which could subject us to damages and liability and could eventually prevent us from processing or accepting credit card payments.

The payment card networks, such as Visa and MasterCard, have adopted rules and regulations that apply to all merchants who process and accept credit cards for payment of goods and services. Parts of our business require us to comply with these rules and regulations as part of the contracts we enter into with payment processors and merchant banks. The rules and regulations adopted by the payment card networks include the Payment Card Industry Data Security Standards (PCI DSS). Under the PCI DSS, we are required to adopt and implement internal controls over the use, storage and security of payment card data to help prevent fraud. If we fail to comply with the rules and regulations adopted by the payment card networks, including the PCI DSS, we would be in breach of our contractual obligations to payment processors and merchant banks. Such failure to comply may subject us to fines, penalties, damages, higher transaction fees, civil liability and loss of certification and could eventually prevent us from processing or accepting debit and credit cards or could lead to a loss of payment processor partners. Further, there is no guarantee that even if we currently comply with the rules and regulations adopted by the payment card networks, we will be able to maintain

our compliance. We also cannot guarantee that such compliance will prevent illegal or improper use of our payments systems or the theft, loss or misuse of the debit or credit card data of customers or participants or regulatory or criminal investigations. A failure to adequately control fraudulent credit card transactions would result in significantly higher credit card-related costs and any increases in our credit card and debit card fees could adversely affect our business, operating results and financial condition. Moreover, any such illegal or improper payments could harm our reputation and may result in a loss of service for our customers, which would adversely affect our business, operating results and financial condition.

***Employees***

As of March 1, 2021, we have a total of 6 full time employees.

## OFFERING SUMMARY

The following summary of the offering contains basic information about the offering and our common stock and is not intended to be complete. It does not contain all the information that may be important to you, and you are encouraged to carefully review in its entirety the remainder of this Offering Memorandum.

Issuer:	Novart Digital, Inc., a Delaware corporation
Securities:	The Company is offering for sale a maximum of 10,000,000 shares of common stock at an offering price of \$0.10 per for gross proceeds of \$1,000,000 (the "Offering"). There is no minimum number of shares required for this Offering to close.
Purchase Price:	\$0.10, with a minimum investment amount per investor of \$10,000.
Common Stock Post Closing Capitalization:	100,000,000 shares of common stock authorized; 47,500,000 shares of the Company's common stock are issued and outstanding as of March 1, 2021 and 57,500,000 shares will be issued and outstanding if the maximum number of shares in this Offering are subscribed for.  1,000,000 shares of preferred stock authorized; we have zero shares of Series A Preferred Stock issued and outstanding as of the date of this Memorandum.  6,500,000 warrants are outstanding and exercisable at \$0.20 per share
Investor Suitability:	The Shares are being offered and sold only to investors pursuant to an exemption from registration found in Rule 506(b) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"). Investors will be required to complete a Subscription Agreement, attached as Exhibit A to this Memorandum.
Offering Period:	This Offering will terminate upon the earlier of (i) acceptance of subscriptions totaling 10,000,000 (or \$1,000,000) or (ii) August 31, 2021 unless extended by the Company's board of directors (the "Termination Date"). The board of directors will have the authority to extend this offering.
Use of Proceeds:	Net proceeds from the sale of the will be approximately \$900,000, if the Maximum Offering is completed. The net proceeds identified assumes payment of a fee or commission of up to 10% of the aggregate purchase price paid for the Shares. In addition, the Board of Directors reserves the right to agree to issue any such licensed broker/dealer warrants to purchase shares of our common stock at a strike price to be determined. Such proceeds will be utilized generally as follows: working capital and other general corporate purposes.
Subscription Procedure:	Investors interested in subscribing for Shares in this Offering must do

the following:

- Deliver a completed and executed Subscription Agreement, attached to this Memorandum as Exhibit A, to the Company at the address provided in Subscription Agreement.
- Deliver the purchase price in the amount of \$0.10 per share to the Company by wire transfer using the wire transfer instructions provided in the Subscription Agreement.

At a reasonable period of time subsequent to the Termination Date, certificates representing the shares of Common Stock purchased in this Offering will be issued to the Investors.

Subscription Agreements are not binding until accepted by the Company. If the Company rejects all or a portion of any subscription, the Company will return to the prospective subscriber all, or the appropriate portion, of the amount submitted with such prospective subscriber's subscription, without interest or deduction. After all refunds have been made, the Company, and its directors, officers, counsel, and agents will have no further liability to subscribers.

If subscriptions are received and accepted on or before the Termination Date, unless waived by the Board of Directors, the funds will be deposited into our operating account for our general business purposes.

Dilution

Investors in the Offering will experience immediate and substantial dilution. Dilution represents the difference between the offering price and the net tangible book value per share after the offering. Additional dilution may result from future offerings or if any broker-dealers are paid commissions in the form of Warrants in connection with this Offering.

Additional Information

Upon request of a potential Investor, the Company will make available to such potential Investor the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of this Offering, the transactions contemplated by the Memorandum and the Company's business operations. Further, the Company will, subject to executed confidentiality agreements and other considerations, obtain and make available additional information reasonably requested by such Investor to the extent that the Company possesses such information or can acquire it without unreasonable effort or expense, so that the Investor may verify the accuracy of any information concerning the terms and conditions of this Offering or the transactions referred to herein.

Requests for additional information may be directed to Max Khan, CEO, Novart Digital, Inc. at the address provided above.

Risk Factors

The securities offered hereby involve a high degree of risk and should not be purchased by anyone who cannot afford the loss of their entire

investment. Prospective investors should carefully review and consider the factors set forth in the section of this Memorandum entitled “RISK FACTORS,” as well as the other information set forth herein, before subscribing for any of the shares offered hereby.

#### Restrictions

The offer and sale of the Common shares has not been registered under the Securities Act, or any state securities laws in reliance on exemptions therefrom. The Shares sold in this Offering will constitute “restricted securities” within the meaning of the Securities Act and such other laws. Consequently, no resale or transfer of such shares may be made after the purchase thereof unless the shares are subsequently registered under the Securities Act and other applicable securities laws or unless an exemption from such registration is available at the time of sale or transfer. The Common shares offered hereby will bear a restrictive legend to such effect, and each investor will sign the Subscription Documents, containing representations, warranties and covenants consistent with the foregoing. Each investor must treat the Common shares as a long-term investment and expect to bear the economic risk of such securities for an indefinite and extended period. Investors must also be able to bear the loss of the investment in such securities. See “The Offering— Restrictions on Transfer.”

#### How to Subscribe:

Investors desiring to subscribe for Shares may do so by delivering to the Company, as soon as practicable, but before the close of business on the Subscription Date, completed, dated and signed originals or .pdfs of originals of the following Subscription Documents:

- Subscription Agreement in the form enclosed herewith as **Exhibit A**;
- Investor Questionnaire (Appendix A to the Subscription Agreement); and
- Substitute Form W-9 (Appendix B to the Subscription Agreement).

**The Company is seeking the return of completed Subscription Documents on or before 5:00 p.m., Central Time on August 31, 2021.**

As noted above, subscribers are not required to submit payment for the Shares when they submit the Subscription Documents. The Company will deliver notice to such subscribers calling for payment of their subscription proceeds within seven (7) business days following delivery of the Payment Notice. The Payment Notice will include instructions for delivery of such proceeds to the Offering Account at the financial institution set forth in the Payment Notice.

All subscriptions will be binding and irrevocable after being delivered to the Company. Subscribers’ funds will be held in the Offering Account pending acceptance of the subscription by the Company. If the Company does not accept all or a portion of a subscription, the Company will return all or the unaccepted portion of the subscription funds without interest.

The Subscription Documents should be returned via U.S. mail, hand delivery, overnight mail or in PDF format via email to:

Novart Digital, Inc. 100 Challenger Road, Suite 850, Palisades Park, New Jersey 07660  
Attention: Max Khan, [max@novardigital.com](mailto:max@novardigital.com)

## CAUTION REGARDING FORWARD LOOKING INFORMATION

Statements and financial discussion and analysis contained in this Memorandum are not historical facts and forward-looking statements are subject to risks and uncertainties. Forward-looking statements describe the Company's future plans, strategies and expectations, and are based on assumptions and involve a number of risks and uncertainties, many of which are beyond the Company's control. Statements regarding the following subjects are forward-looking by their nature:

- the Company's business strategy and projected investments;
- the Company's understanding of its competition;
- market trends; and
- use of the proceeds of this Offering.

The forward-looking statements are based on the Company's beliefs, assumptions and expectations of its future performance, taking into account the information currently available to the Company. The Company does not intend to update its forward-looking statements at any future date. These beliefs, assumptions and expectations can change as a result of many possible events or factors, not all of which are known to the Company, many of which are beyond the control of management and are not subject to predictability. If a change occurs, the Company's business, financial condition, liquidity and results of operations may vary materially from those expressed in its forward-looking statements. You should carefully consider these and other risks when making a decision concerning investment in the Common Shares, along with the following factors that could cause actual results to differ materially from the Company's historical and forward-looking statements:

- ability of the Company to implement its business plan;
- changes consumer behavior post pandemic;
- changes in exchange rates;
- the timing, impact and other uncertainties of the Company's ability to publish new and successful mobile applications and capitalize on growth opportunities;
- changes in app store fees charged by Google and Apple;
- the Company's ability to raise additional capital;
- the loss of senior management or operating personnel and the potential inability to hire qualified personnel at reasonable compensation levels;
- changes in statutes and government regulations; and
- other factors discussed in the "Risk Factors" section of this Memorandum.

The words "may," "shall," "will," "believe," "expect," "anticipate," "project," "estimate," "predict," "intend," "goal," "objective" and similar expressions, are intended to identify forward-looking statements. You should not place undue reliance on these forward-looking statements.

## RISK FACTORS

*An investment in our Shares is subject to certain risks. You should carefully review the following risk factors and other information contained in this Memorandum before deciding whether this investment is suited to your particular circumstances. The risk factors set forth below are not the only risks that may affect us but do represent those risks and uncertainties that we believe are material to our business, operating results, prospects and financial condition. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may materially and adversely affect our business, financial condition and results of operations. The value or market price of our securities could decline due to any of these identified or other risks, and you could lose all or part of your investment. You should consult your own business, legal and tax advisors*

*regarding the suitability of an investment in the Shares. See “Caution Regarding Forward-Looking Information.” decision.*

### ***RISKS RELATED TO OUR BUSINESS AND FINANCIAL CONDITION***

Because we have a limited operating history, you may not be able to accurately evaluate our operations.

We are a startup company. We have had limited operations to date and have generated limited revenues. Therefore, we have a limited operating history upon which to evaluate the merits of investing in our company. Potential investors should be aware of the difficulties normally encountered by new companies and the high rate of failure of such enterprises. The likelihood of success must be considered in light of the problems, expenses, difficulties, complications and delays encountered in connection with the operations that we plan to undertake. These potential problems include, but are not limited to, unanticipated problems relating to the ability to generate sufficient cash flow to operate our business, and additional costs and expenses that may exceed current estimates. We expect to incur significant losses into the foreseeable future. We recognize that if the effectiveness of our business plan is not forthcoming, we will not be able to continue business operations. There is no history upon which to base any assumption as to the likelihood that we will prove successful, and it is doubtful that we will generate any operating revenues or ever achieve profitable operations. If we are unsuccessful in addressing these risks, our business will most likely fail.

We are dependent on outside financing for continuation of our operations.

Because we have generated limited revenues and currently operate at a loss, we are completely dependent on the continued availability of financing in order to continue our business. There can be no assurance that financing sufficient to enable us to continue our operations will be available to us in the future.

We need the proceeds from this offering to fund our growth and operations. Our offering has no minimum. Specifically, there is no minimum number of shares that needs to be sold in this offering for us to access the funds. Given that the offering is a best effort, self-underwritten offering, we cannot assure you that all or any shares will be sold. We have no firm commitment from anyone to purchase all or any of the shares offered. The funds from this offering will be used for working capital and to pay for our expenses associated with being a public entity. We will need additional funds to complete further development of our business plan to achieve a sustainable sales level where ongoing operations can be funded out of revenues. We anticipate that we must raise \$1million to implement our business plan to its fullest potential and achieve our growth plans. There is no assurance that any additional financing will be available or if available, on terms that will be acceptable to us. We have not taken any steps to seek additional financing.

Our failure to obtain future financing or to produce levels of revenue to meet our financial needs could result in our inability to continue as a going concern and, as a result, our investors could lose their entire investment.

Our operating results may fluctuate, which could have a negative impact on our ability to grow our client base, establish sustainable revenues and succeed overall.

Our results of operations may fluctuate as a result of a number of factors, some of which are beyond our control including but not limited to:

- general economic conditions in the geographies we operate in;
- failure to develop and publish new mobile games that achieve market acceptance, our revenues would suffer.

- inability to optimize monetization of our games;
- our games may not generate sufficient consumer interest resulting in diminished number of downloads, which will impact revenue;
- no investment in marketing of existing apps;
- our retention strategy may not prove effective;
- our free-to-play strategy assumes that a large number of players will download our games because they are free and that we will then be able to effectively monetize the games; however, players may not widely download our games for a variety of reasons, including poor consumer reviews or other negative publicity, ineffective or insufficient marketing efforts, lack of sufficient community features, and lack of prominent storefront featuring;
- we depend on third-party infrastructure to operate;
- we derive the majority of our revenues from Apple's App Store and the Google Play Store, and if we are unable to maintain a good relationship with each of Apple and Google or if either of these storefronts were unavailable for any prolonged period of time, our business will suffer.
- changes in the prominence of storefront featuring for our games and those of our competitors;
- changes in the amount of money we spend marketing our apps, including the average amount we pay to acquire each new user, as well as changes in the timing of these marketing expenses; and
- changes in accounting rules, such as those governing recognition of revenue, including the period of time over which we recognize revenue for in-app purchases of virtual currency and goods within our games;

As a result of these factors, we may not succeed in our business and we could go out of business.

Development, distribution and selling mobile games is a highly competitive, characterized by frequent product introductions and rapidly emerging new platforms, technologies and storefronts. For players, we compete primarily on the basis of game quality, brand and customer reviews. We also compete for experienced and talented employees. In the event that we are unable to successfully compete in the mobile payment platform industry, we may not be able to achieve profitable operations. Increased competition could result in:

- Lower than projected downloads, active users and monetization;
- The inability to develop and maintain a pipeline of apps with features and usability sought by consumers.

Any one of these results could adversely affect our business, financial condition and results of operations. In addition, our competitors may develop competing products that achieve greater market acceptance. It is also possible that new competitors may emerge and acquire significant market share. Our inability to achieve sales and revenue due to competition will have an adverse effect on our business, financial condition and results of operations.

If the market for our mobile payment platform does not experience significant growth or if our products do not achieve broad acceptance, we will not be able to sustain or grow our revenues.

We hope to achieve revenues from our mobile applications. We cannot accurately predict, however, future growth rates or the size of the market for application in the Middle East, United States and other markets we engage in. Demand for our products may not occur as anticipated, or may decrease, either generally or in specific geographic markets, during particular time periods. The expansion of our mobile application in the market depends on a number of factors, such as:

- the cost, performance and appearance of our mobile application offered by our competitors;
- public perceptions regarding our mobile application and the effectiveness and value of it;
- customer satisfaction with our mobile application; and



- marketing efforts and publicity regarding the needs for application and the public demand for it.

If we are unable to gauge trends and react to changing consumer preferences in a timely manner, our sales will decrease, and our business may fail.

We believe our success depends in substantial part on our ability to offer our mobile application that reflect current needs and anticipate, gauge and react to changing consumer demands in a timely manner. Our business is vulnerable to changes in consumer preferences. If we misjudge consumer needs for our mobile application, our ability to generate sales could be impaired resulting in the failure of our business. There are no assurances that our mobile application will be successful, and in that regard, any unsuccessful consumer reaction could also adversely affect our business.

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

Our progress is expected to require the full utilization of our management, financial and other resources, which to date has occurred with limited working capital. Our ability to manage growth effectively will depend on our ability to improve and expand operations, including our financial and management information systems, and to recruit, train and manage sales personnel. There can be no absolute assurance that management will be able to manage growth effectively.

If we do not properly manage the growth of our business, we may experience significant strains on our management and operations and disruptions in our business. Our failure to properly manage the growth that we or our industry might experience could negatively impact our ability to execute on our operating plan and, accordingly, could have an adverse impact on our business, our cash flow and results of operations, and our reputation with our current or potential customers.

We may fail to successfully manage our game acquisition strategy. We may be unable to identify, negotiate, and reach agreements with game development teams. There can be no assurance that any games we publish from outside development teams will be successful and profitable.

Our commercial success will depend, in part, on operating our business without infringing the trademarks or intellectual proprietary rights of third parties. Third parties that believe we are infringing on their rights could bring actions against us claiming damages and seeking to enjoin the development, marketing and distribution of our products. If we become involved in any litigation, it could consume a substantial portion of our resources, regardless of the outcome of the litigation. If any of these actions are successful, we could be required to pay damages and/or to obtain a license to continue to develop or market our products, in which case we may be required to pay substantial royalties. However, any such license may not be available on terms acceptable to us or at all. Ultimately, we could be prevented from commercializing a product or forced to cease some aspect of our business operations as a result of patent infringement claims, which would harm our business.

Our operating and financial performance may be adversely affected by a variety of factors that influence the general economy. Consumer spending habits are affected by, among other things, prevailing economic conditions, levels of unemployment, salaries and wage rates, prevailing interest rates, income tax rates and policies, consumer confidence and consumer perception of economic conditions. In addition, consumer purchasing patterns may be influenced by consumers' disposable income. In the event of an economic slowdown, consumer spending habits could be adversely affected and we could experience lower net sales than expected on a quarterly or annual basis which could have a material adverse effect on our business, financial condition and results of operations.

Our marketing and distribution strategy are dependent upon our ability to closely monitor consumer and market trends on a highly specified level, for which we are reliant on our highly sophisticated data tracking systems, which are susceptible to disruption or failure. In addition, our reliance on information technology exposes us to cyber-security risks, which could have a material adverse effect on our ability to compete. Security and privacy breaches may expose us to liability and cause

us to lose customers or may disrupt our relationships and ongoing transactions with other entities with whom we contract throughout our supply chain. The failure of our information systems to function as intended, or the penetration by outside parties' intent on disrupting business processes, could result in significant costs, loss of revenue, assets or personal or other sensitive data and reputational harm.

Government laws require us to safeguard consumer data. Although we have established security procedures to protect against identity theft and the theft of our customers' and distributors' financial information, our security and testing measures may not prevent security breaches and breaches of privacy may occur and could harm our business. Typically, we rely on encryption and authentication technology licensed from third parties to enhance transmission security of confidential information in relation to financial and other sensitive information that we have on file. To the extent the measures we have taken prove to be insufficient or inadequate, we may become subject to litigation or administrative sanctions, which could result in significant fines, penalties or damages and harm to our reputation.

Competitors in our markets may claim that we infringe their proprietary rights. Such claims, whether or not meritorious, may result in the expenditure of significant financial and managerial resources, injunctions against us or the payment of damages.

#### ***RISKS ASSOCIATED WITH MANAGEMENT AND CONTROL PERSONS***

If we fail to attract and retain qualified senior executive and key technical personnel, our business will not be able to expand.

We are dependent on the continued availability of Max Khan, and the availability of new employees to implement our business plans. The market for skilled employees is highly competitive, especially for employees in the service industry. Although we expect that our compensation programs will be intended to attract and retain the employees required for us to be successful, there can be no assurance that we will be able to retain the services of all our key employees or a sufficient number to execute our plans, nor can there be any assurance we will be able to continue to attract new employees as required.

If we lose the services of key personnel or fail to replace the services of key personnel who depart, we could experience a severe negative effect on our financial results and stock price. In addition, there is intense competition for highly qualified bilingual and "people friendly" personnel in the locations where we principally operate. The loss of the services of any key personnel, marketing or other personnel or our failure to attract, integrate, motivate and retain additional key employees could have a material adverse effect on our business, operating and financial results and stock price.

If we are unable to maintain effective internal control over financial reporting, the accuracy and timeliness of our financial reporting may be adversely affected.

Changes in foreign exchange rates and limitations on the convertibility of foreign currencies could adversely affect our business and operating results.

We face business, political, regulatory, operational, financial and economic risks as a result of our international operations and distribution, any of which could negatively affect our operating results.

Insiders will continue to have substantial control over us and our policies after this offering and will be able to influence corporate matters.

Max Khan, whose interests may differ from other stockholders, has the ability to exercise significant control over us. Presently, he beneficially owns 10.52% of our common stock, and, assuming 100% of this offering is sold, he will continue to beneficially own approximately 8.69%. Due to his ownership of securities in our company, he is able to have majority voting power regardless of his

common stock holdings and hence he will be able to exercise significant influence over all matters requiring approval by our stockholders, including the election of directors, the approval of significant corporate transactions, and any change of control of our company. He could prevent transactions, which would be in the best interests of the other shareholders. Mr. Khan's interests may not necessarily be in the best interests of the shareholders in general.

Our officers and directors have limited experience conducting a best-effort offering or managing a public company. Consequently, we may not be able to raise any funds or run our public company successfully. If we are not able to raise sufficient funds, we may not be able to fund our operations as planned, and our business will suffer and your investment may be materially adversely affected. Also, our executive's officer's and director's lack of experience of managing a public company could cause you to lose some or all of your investment.

### ***RISKS RELATED TO REGULATIONS***

#### **Regulations**

The laws and regulations concerning data privacy and data security are continually evolving; our or our platform providers' actual or perceived failure to comply with these laws and regulations could harm our business.

Players can play our games online, using third-party platforms and networks and on mobile devices. We collect and store significant amounts of information about our players—both personally identifying and non-personally identifying information. We are subject to laws from a variety of jurisdictions regarding privacy and the protection of this player information. For example, the European Union (EU) has traditionally taken a broader view than the United States and certain other jurisdictions as to what is considered personal information and has imposed greater obligations under data privacy regulations. The U.S. Children's Online Privacy Protection Act (COPPA) also regulates the collection, use and disclosure of personal information from children under 13 years of age. While none of our games are directed at children under 13 years of age, if COPPA were to apply to us, failure to comply with COPPA may increase our costs, subject us to expensive and distracting government investigations and could result in substantial fines.

Data privacy protection laws are rapidly changing and likely will continue to do so for the foreseeable future. The U.S. government, including the Federal Trade Commission and the Department of Commerce, is continuing to review the need for greater regulation over the collection of personal information and information about consumer behavior on the Internet and on mobile devices and the EU has proposed reforms to its existing data protection legal framework. Various government and consumer agencies worldwide have also called for new regulation and changes in industry practices. In addition, in some cases, we are dependent upon our platform providers to solicit, collect and provide us with information regarding our players that is necessary for compliance with these various types of regulations.

Player interaction with our games is subject to our privacy policy and terms of service. If we fail to comply with our posted privacy policy or terms of service or if we fail to comply with existing privacy-related or data protection laws and regulations, it could result in proceedings or litigation against us by governmental authorities or others, which could result in fines or judgments against us, damage our reputation, impact our financial condition and harm our business. If regulators, the media or consumers raise any concerns about our privacy and data protection or consumer protection practices, even if unfounded, this could also result in fines or judgments against us, damage our reputation, and negatively impact our financial condition and damage our business.

In the area of information security and data protection, many jurisdictions have passed laws requiring notification when there is a security breach for personal data or requiring the adoption of minimum information security standards that are often vaguely defined and difficult to implement. Our security measures and standards may not be sufficient to protect personal information and we

cannot guarantee that our security measures will prevent security breaches. A security breach that compromises personal information could harm our reputation and result in a loss of player confidence in our products and ultimately in a loss of players, which could adversely affect our business and impact our financial condition. This could also subject us to liability under applicable security breach-related laws and regulations and could result in additional compliance costs, costs related to regulatory inquiries and investigations, and an inability to conduct our business.

### ***RISKS RELATED TO OUR STOCK AND THIS OFFERING***

If a market for our common stock does not develop, shareholders may be unable to sell their shares.

Our common stock is not quoted or traded on any secondary market. While we have plans to be quoted on the OTC Markets, there can be no assurance that an active and liquid trading market will ever develop or, if developed, that it will be sustained. Accordingly, it may be difficult to sell shares of our common stock.

We have the right to issue shares of preferred stock. If we were to issue preferred stock, it is likely to have rights, preferences and privileges that may adversely affect the common stock.

We are authorized to issue 1,000,000 shares of “blank check” preferred stock, with such rights, preferences and privileges as may be determined from time-to-time by our board of directors. Our board of directors is empowered, without stockholder approval, to issue preferred stock in one or more series, and to fix for any series the dividend rights, dissolution or liquidation preferences, redemption prices, conversion rights, voting rights, and other rights, preferences and privileges for the preferred stock. We currently have no shares of our preferred stock outstanding.

The issuance of shares of preferred stock, depending on the rights, preferences and privileges attributable to the preferred stock, could reduce the voting rights and powers of the common stock and the portion of our assets allocated for distribution to common stockholders in a liquidation event, and could also result in dilution in the book value per share of the common stock we are offering. The preferred stock could also be utilized, under certain circumstances, as a method for raising additional capital or discouraging, delaying or preventing a change in control of the Company, to the detriment of the investors in the common stock offered hereby. We cannot assure you that we will not, under certain circumstances, issue shares of our preferred stock.

We have not paid dividends in the past and have no immediate plans to pay dividends.

We plan to reinvest all of our earnings, to the extent we have earnings, in order to market our products and to cover operating costs and to otherwise become and remain competitive. We do not plan to pay any cash dividends with respect to our securities in the foreseeable future. We cannot assure you that we would, at any time, generate sufficient surplus cash that would be available for distribution to the holders of our common stock as a dividend. Therefore, you should not expect to receive cash dividends on our common stock.

Provisions in the Delaware law and our Bylaws could make it very difficult for an investor to bring any legal actions against our directors or officers for violations of their fiduciary duties or could require us to pay any amounts incurred by our directors or officers in any such actions.

Members of our board of directors and our officers will have no liability for breaches of their fiduciary duty of care as a director or officer, except in limited circumstances, pursuant to provisions in the Delaware law and our Bylaws. Accordingly, you may be unable to prevail in a legal action against our directors or officers even if they have breached their fiduciary duty of care. In addition, our Bylaws allow us to indemnify our directors and officers from and against any and all costs, charges and expenses resulting from their acting in such capacities with us. This means that if you were able to enforce an action against our directors or officers, in all likelihood, we would be

required to pay any expenses they incurred in defending the lawsuit and any judgment or settlement they otherwise would be required to pay. Accordingly, our indemnification obligations could divert needed financial resources and may adversely affect our business, financial condition, results of operations and cash flows, and adversely affect prevailing market prices for our common stock.

We will have broad discretion in applying the net proceeds of this Offering and we may not use those proceeds in ways that will enhance our business operations. As part of your investment decision, you will not be able to assess or direct how we apply these net proceeds. If we do not apply these funds effectively, we may lose significant business opportunities.

### ***RESTRICTIONS***

The securities laws may restrict transferability of the securities sold in the Offering.

The shares in this Offering have not been registered under the Securities Act or registered or qualified under any state or foreign securities laws. Such securities are being issued based upon the Company's reliance upon an exemption from registration under the Securities Act for an offer and sale of securities that does not involve a public offering. Unless such securities are so registered, they may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or foreign securities laws.

You must make an independent investment analysis in connection with this Offering.

No independent legal, accounting or business advisors have been appointed to represent the interests of prospective Investors in connection with this Offering. Neither the Company nor any of its officers, directors, employees or agents makes any representation or expresses any opinion with respect to the merits of an investment in the offered hereby. Each prospective Investor is therefore encouraged to engage independent accountants, appraisers, attorneys and other advisors to (i) conduct due diligence review as the prospective investor may deem necessary and advisable, and (ii) provide advice with respect to the merits of an investment in the offered hereby and applicable risk factors as a prospective investor may deem necessary and advisable to rely upon. We will fully cooperate with any prospective Investor who desires to conduct an independent analysis, so long as it determines, in our sole discretion, that cooperation is not unduly burdensome. Each prospective Investor acknowledges that he, she or it has been informed and understands.

If we are unable to receive subscriptions for the maximum amount of this Offering, we may have insufficient capital to implement our short-term business operations.

The shares are being offered by the Company on a "best efforts" basis. We reserve the right to enter into agreements with one or more broker-dealers to sell the shares, with such broker-dealers receiving sales commissions of up to 10% of the price of the shares and other forms of compensation, including warrants. We can provide no assurance that this Offering will be completely sold out. If less than the Maximum Amount is available to us, our development and prospects could be adversely affected.

New investors in our shares will experience immediate and substantial dilution after this Offering because the price that you pay will be substantially greater than the adjusted pro forma net tangible book value per share that you acquire. This dilution is due in large part to the fact that a substantial portion of our net book value relates to intangible assets, which are excluded from our calculations of net tangible book value per share and the pro forma adjustments related thereto.

Our future capital needs could result in dilution of your investment.

Our Board of Directors may determine from time to time that there is a need to obtain additional capital through the issuance of additional shares of our common stock or other securities. We may sell a substantial number of additional shares of our common stock in connection with a private

placement or public offering of shares of our common stock (or other series or class of capital stock to be designated in the future). Investors in subsequent offerings may also have rights, preferences and privileges senior to our current stockholders which may adversely impact our current stockholders. We could also issue common stock to certain parties, such as vendors and service providers, as payment for products and services, which would dilute your interest in the Company and may dilute the net tangible book value per share of our common stock. Sales of a substantial number of shares of our common stock under any of the circumstances described above could also adversely affect the market price for our common stock and make it more difficult for you to sell shares of stock you acquire in this offering at times and prices that you feel are appropriate.

Because investors in this Offering may be considered underwriters, they may be subject to unfavorable laws that may apply to their detriment.

Investors purchasing shares in the Offering with a view to selling or otherwise distributing those securities may be considered to be underwriters, subjecting such investors to potential liability under Section 11 of the Securities Act. Further, if deemed an underwriter, an investor could not rely on Rule 144 of the Securities Act to sell or otherwise distribute the securities purchased in the Offering.

**FOR ALL OF THE AFORESAID REASONS AND OTHERS SET-FORTH AND NOT SET-FORTH HEREIN, THE OFFERING INVOLVES A CERTAIN DEGREE OF RISK. ANY PERSON CONSIDERING THE PURCHASE SHOULD BE AWARE OF THESE FACTORS AND SHOULD CONSULT WITH HIS/HER LEGAL, TAX AND FINANCIAL ADVISORS PRIOR TO MAKING AN INVESTMENT IN THE COMPANY. THEY SHOULD ONLY BE PURCHASED BY PERSONS WHO CAN AFFORD TO LOSE ALL OF THEIR INVESTMENT.**

#### **Determination of Offering Price**

The subscription price was determined by the Company's board of directors. The subscription price was determined without an independent appraisal. The Company believes that a subscription price of \$0.10 per Share provides a sufficient number of shares given the anticipated number of shareholders. For these reasons, the board of directors decided the appropriate subscription price is \$0.10 per Share.

The subscription price should not be considered to reflect the market value of the Shares. There is no public trading market for the Common shares and none can be anticipated to arise until we file a S1 Registration Statement with Securities & Exchange Commission and is declared effective. As a result of the expenses associated with this Offering, the net tangible book value per share will be less than \$0.10.

***THE COMPANY CANNOT ASSURE YOU THAT YOU WILL LATER BE ABLE TO SELL YOUR SHARES AT OR ABOVE THE \$0.10 PER SHARE OFFERING PRICE.***

#### **Investor Suitability Standards**

An investment in the Shares involves significant risks, represents an illiquid investment and is suitable only for persons of adequate financial means who have no need for liquidity with respect to this investment and who can bear the economic risk of a complete loss of their investment.

This Offering is intended to be a private offering designed to qualify for exemptions from the registration requirements of the Securities Act as well as for exemptions from registration under applicable state securities laws. Accordingly, the Company has established certain minimum standards which a prospective investor must meet in order to be eligible to purchase the Shares.

The suitability standards represent minimum suitability requirements for a prospective purchaser. The satisfaction of such standards by a prospective purchaser, however, does not necessarily mean that the purchase of Shares is a suitable investment for you. The Company reserves the right to refuse

a subscription in its sole discretion for any reason. However, acceptance of a subscription does not indicate that the Company believes that the investment is suitable for such investor.

This Offering may be made only by the delivery of a copy of this Memorandum to a qualified prospective investor. You will be required to identify your country and state of residence and represent, among other things, that you are acquiring the Shares for your own account, for investment purposes and not with the intention of making a partial or complete distribution or resale of the shares. The shares will be sold only to persons that the Company has reasonable grounds to believe, and does believe, at the time of sale to be an “accredited investor”, under Regulation D as such term is defined in the regulations promulgated under the Securities Act and under certain states’ securities laws and regulations, and as further described below.

The subscriber must qualify as an accredited investor, and will subscribe for Shares using the subscription agreement attached as Exhibit A.

### ***Accredited Investors under Regulation D***

The term “accredited investor,” as used herein and in Regulation D, under the Securities Act, includes the persons and entities set forth in the Subscription Agreement, which you should read in connection with your consideration of this Offering. By signing the Subscription Agreement, you will make representations with respect to the foregoing and certain other matters.

In general, in order to qualify as an accredited investor, a prospective purchaser will fall into one of the following categories:

- a natural person whose individual net worth, or joint net worth with his or her spouse, excluding the value of his or her primary residence, exceeds \$1,000,000;
- a natural person who had an individual income in excess of \$200,000, or joint income with his or her spouse in excess of \$300,000, in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year;
- a bank or savings and loan association;
- any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (“Exchange Act”);
- an insurance company as defined in Section 2(13) of the Securities Act;
- certain investment companies and business development companies;
- certain employee benefit plans;
- an investment company registered under the Investment Company Act of 1940, private business development company as defined in Section 2(a)(48) of that Act;
- an organization qualified under Section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership with total assets in excess of \$5,000,000, not formed for the specific purpose of purchasing the Shares;
- a director or executive officer of the Company;
- a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Securities Act; or
- an entity (corporation, partnership or trust) in which all of the equity owners are accredited investors.

Subscriptions may be accepted only by the Company, which has the absolute right to refuse to accept any subscription or limit the number of shares acquired by any subscriber. The Company will rely on the accuracy of your representations as set forth in the Subscription Agreement. The Company may require additional evidence that you meet the standards set forth above at any time prior to acceptance of his subscription. You are not obligated to supply any information so requested by the Company, but the Company may reject a subscription from any prospective investor who fails to supply any information so requested.

If the Company's belief as to the suitability of a prospective investor is incorrect in any instance, then the delivery of this Memorandum shall not be deemed to be an offer to that person to invest in the Company, and such prospective investor shall, after notice from the Company, immediately return this Memorandum to the Company.

### **REPORTS TO SHAREHOLDERS**

Our books and records will be maintained at our principal offices and will be open for examination and inspection in compliance with applicable law by our shareholders during reasonable business hours. We will furnish a list of names and addresses and number of shares held by shareholders to any shareholder who requests the list in writing for a proper purpose, with costs of photocopying and postage to be prepaid by the requesting shareholder.

Within 120 days after the end of each fiscal year, we will also distribute to our shareholders an annual report containing:

- financial statements that are prepared in accordance with GAAP and are unaudited by our independent public accounting firm;
- audited financial reports will be filed once the Company has filed S1 Registration statement with SEC and thereafter

### **DESCRIPTION OF THE CLASSES OF COMMON STOCK**

*The following discussion summarizes some of the important rights of the Company's shareholders upon completion of this Offering. These rights can be determined in full only by reference to federal and state banking laws and regulations, the Delaware Business Organizations Code, the Company's Amended and Restated Certificate of Incorporation, and its Bylaws. The following summary of the terms and provisions of the common stock does not purport to be complete and is qualified in its entirety by reference to our Amended and Restated Certificate of Incorporation and Bylaws.*

The Company is incorporated in the State of Delaware. The rights of the Company's shareholders are generally covered by Delaware law and the Company's certificate of formation and bylaws. The terms of the Company's capital stock are therefore subject to Delaware law, including the Delaware Business Organizations Code, and the common and constitutional law of Delaware. The following discussion describes the terms of the Company's amended and restated certificate of formation and bylaws. The Company's certificate of formation and bylaws are available upon request.

The Company's amended certificate of formation authorizes the Company to issue up to one hundred million (100,000,000) Common Shares, par value \$0.0001 per share and to issue up to one million (1,000,000) shares of Preferred Stock. The authorized but unissued shares of the Company's capital stock will be available for future issuance without shareholder approval, unless otherwise required by applicable law or the rules of any applicable securities exchange.

#### *Common Stock*

On March 1, 2021, the Company authorized 100,000,000 shares of common stock, \$0.0001 par value per share, and on December and through March 1, 2021, the Company has issued 47,500,000 which includes 35,000,000 shares issued to co-founder Mehmet Kutluca and 4,500,000 shares to Max Khan, CEO and 500,000 shares issued to David Parker, CMO.

### **DESCRIPTION OF PREFERRED STOCK**

The Company's amended certificate of formation authorizes the Company to issue up to one million (1,000,000) shares of Preferred Stock with par value \$0.0001 per share. Our board of directors is



authorized by our articles of incorporation to divide the authorized shares of our preferred stock into one or more series, each of which must be so designated as to distinguish the shares of each series of preferred stock from the shares of all other series and classes. Our board of directors is authorized, within any limitations prescribed by law and our articles of incorporation, to fix and determine the designations, rights, qualifications, preferences, limitations and terms of the shares of any series of preferred.

Our articles of incorporation authorize our board of directors to issue a class of preferred stock commonly known as a "blank check" preferred stock. Specifically, the preferred stock may be issued from time to time by the board of directors as shares of one or more classes or series. Our board of directors, subject to the provisions of our Articles of Incorporation and limitations imposed by law, is authorized to adopt resolutions; to issue the shares; to fix the number of shares; to change the number of shares constituting any series; and to provide for or change the following: the voting powers; designations; preferences; and relative, participating, optional or other special rights, qualifications, limitations or restrictions, including the following: dividend rights, including whether dividends are cumulative; dividend rates; terms of redemption, including sinking fund provisions; redemption prices; conversion rights and liquidation preferences of the shares constituting any class or series of the preferred stock.

In each such case, we will not need any further action or vote by our shareholders. One of the effects of undesignated preferred stock may be to enable the board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a tender offer, proxy contest, merger or otherwise, and thereby to protect the continuity of our management. The issuance of shares of preferred stock pursuant to the board of director's authority described above may adversely affect the rights of holders of common stock. For example, preferred stock issued by us may rank prior to the common stock as to dividend rights, liquidation preference or both, may have full or limited voting rights and may be convertible into shares of common stock. Accordingly, the issuance of shares of preferred stock may discourage bids for the common stock at a premium or may otherwise adversely affect the market price of the common stock.

### ***Warrants***

There are 7,500,000 warrants with exercise price of \$0.20 per share are currently outstanding.

### ***Options***

The Company currently does not have any options outstanding.

### **Market Information**

We are not quoted on any quotation service or listed on any exchange. We intend to acquire a trading symbol, but there is no assurance we will be able to.

### **Penny Stock**

The Securities Exchange Commission has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks are generally equity securities with a price of less than \$5.00, other than securities registered on certain national securities exchanges or quoted on the NASDAQ system, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or system. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock, to deliver a standardized risk disclosure document prepared by the Commission, that: (a) contains a description of the nature and level of risk in the market for penny stocks in both public offerings and secondary trading;(b) contains a description of the broker's or dealer's duties to the customer and of the rights and remedies available to the customer with respect to a violation to such duties or other requirements of Securities' laws; (c) contains a brief, clear, narrative description of a dealer market, including bid

and ask prices for penny stocks and the significance of the spread between the bid and ask price;(d) contains a toll-free telephone number for inquiries on disciplinary actions;(e) defines significant terms in the disclosure document or in the conduct of trading in penny stocks; and;(f) contains such other information and is in such form, including language, type, size and format, as the Commission shall require by rule or regulation.

The broker-dealer also must provide, prior to effecting any transaction in a penny stock, the customer with; (a) bid and offer quotations for the penny stock;(b) the compensation of the broker-dealer and its salesperson in the transaction;(c) the number of shares to which such bid and ask prices apply, or other comparable information relating to the depth and liquidity of the market for such stock; and (d) a monthly account statements showing the market value of each penny stock held in the customer's account.

In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from those rules; the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written acknowledgment of the receipt of a risk disclosure statement, a written agreement to transactions involving penny stocks, and a signed and dated copy of a written suitability statement.

These disclosure requirements may have the effect of reducing the trading activity in the secondary market for our stock if it becomes subject to these penny stock rules. Therefore, because our common stock is subject to the penny stock rules, stockholders may have difficulty selling those securities.

### ***Holders of Our Common Stock***

As of March, 2021, we 47,500,000,000 shares of our common stock outstanding with 19 holders of record.

The holders of common stock are entitled to one vote for each share held of record on all matters submitted to a vote of stockholders. Holders of the common stock have no preemptive rights and no right to convert their common stock into any other securities. There is no redemption or sinking fund provisions applicable to the common stock.

### **Dividends**

There are no restrictions in our articles of incorporation or bylaws that prevent us from declaring dividends. The Delaware General Corporation Law, however, does prohibit us from declaring dividends where after giving effect to the distribution of the dividend:

1. we would not be able to pay any debts as they become due in the usual course of business, or;
2. our total assets would be less than the sum of our total liabilities plus the amount that would be needed to satisfy the rights of shareholders who have preferential rights superior to those receiving the distribution.

We have not declared any dividends and we do not plan to declare any dividends in the foreseeable future.

### ***Recent Sales of Unregistered Securities***

The company issued 7,500,000 and 6,500,000 warrants exercisable at \$0.20 per share to raise gross proceeds of \$95,000.

### **Securities Authorized for Issuance under Equity Compensation Plans**

We have no equity compensation plans.

### ***OFFERING PERIOD AND SUBSCRIPTION PROCEDURE***

To participate in the Offering, all subscribers will be required to execute and deliver to the Company a Subscription Agreement, which among things includes (i) representations and warranties made to the Company by the subscriber and (ii) an agreement to indemnify and hold harmless the Company and the Company's officers, directors, employees, agents and controlling persons, from and against any and all liabilities, losses, costs, damages and expenses arising out of or related to any misrepresentation made by the subscriber in the Subscription Agreement.

The method of delivery of Subscription Agreements and payment of the aggregate principal amount for which you subscribe will be at your election and risk. If you send your subscription by mail, the Company recommends that you use overnight delivery or registered mail, return receipt requested, and that you allow a sufficient number of days to ensure the Company's timely receipt of your materials. The Company will not be obligated to honor any Subscription Agreement until it is received by the Company, regardless of when the Subscription Agreement was sent.

The Company will decide all questions concerning the timeliness, validity, form and eligibility of Subscription Agreements received, and the Company's decisions will be final and binding. The Company may, in the Company's sole discretion, waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time as the Company may determine, or reject the purported subscription. Subscription Agreements will not be deemed to have been received until all irregularities have been waived or cured within such time as the Company determines in the Company's sole discretion. The Company has no duty to give a subscriber notice of any defect or irregularity in the submission of the Subscription Agreement and will not incur any liability for failure to give such notification.

**WHEN THE COMPANY RECEIVES AND ACCEPTS YOUR SUBSCRIPTION AGREEMENT, IT WILL BECOME BINDING AND IRREVOCABLE.**

- Deliver a completed and executed Subscription Agreement attached as Exhibit A to the Company at the following address. (Executed agreements and questionnaires may be delivered by email using the email provided below if the Investor immediately thereafter confirms receipt of such transmission and delivers the original copies as soon as practicable thereafter.)

Novart Digital, Inc.  
max@novartdigital.com

- Deliver the purchase price in the amount of \$0.10 per share to the Company by wire transfer using the following wire transfer instructions:

JP Morgan Chase, N.A.  
530 5th Ave 1st Floor, New York, NY 10036  
ABA# 021000021  
SWIFT#  
Novart Digital Inc.  
Acct # 669260280

You should retain a copy of the completed Subscription Agreement for your records.

### Acceptance of Subscriptions

The Company will review the subscriptions to determine whether it will accept subscriptions. Upon

acceptance of a subscription agreement, the Company will notify you of acceptance in writing. The Company reserves the right to reject any subscription received pursuant to this Offering, in whole or in part, in its sole discretion. This Offering will have multiple closings. We will, in our sole discretion, determine when to conduct the initial closing. The Company may conduct a closing and continue with the Offering. Accordingly, following that initial closing, the Company will conduct multiple closings prior to the Offering Expiration Date.

### **USE OF PROCEEDS**

The gross proceeds of this Offering to be received by the Company are anticipated to be at least \$1,000,000 before deducting, Placement Agent fees, estimated expenses of approximately \$100,000 assuming the sale of 10,000,000 Shares in this Offering. The Company expects to utilize the \$1,000,000 to: 1) Marketing; 2) pay the expenses and fees incurred in connection with this Offering; and 3) to provide working capital for the Company to implement its business plan.

The following summarizes the anticipated use of the gross proceeds of this Offering:

- approximately \$100,000 for offering expenses
- approximately \$600,000 will be allocated to marketing
- approximately \$300,000 will be for working capital

The precise amounts used and timing of the application of the proceeds from this Offering depend upon many factors, including, but not limited to, the amount of any such proceeds and actual funding requirements. Accordingly, the Company's management will have significant flexibility in applying the net proceeds of the Offering. Until the proceeds that are accepted from the Offering Account are used, subscription proceeds in the Offering Account will not bear interest.

### **CAPITALIZATION**

The Company is authorized to issue one hundred million (101,000,000) of which one hundred million (100,000,000) are designated as shares of common stock, par value \$0.001 per share, and one million (1,000,000) are designated as shares of preferred stock. After giving effect to this Offering, assuming the maximum sale of 10,000,000 Shares being offered hereby, the Company will have 57,500,000 Common shares issued and outstanding and 1,000,000 Preferred authorized.

The following table sets forth the ownership before and after the offering:

	Initial Ownership		Round #1 -02/2021		Round #2 - 04/2021	
	Shares or Options	Percent Owned	Shares or Options	Percent Owned	Shares or Options	Percent Owned
<b>Shareholder Group</b>						
<b>FOUNDERS</b>						
Founders & Management			40,000,000	74.07%	40,000,000	62.50%
Mehmet Kutluca	35,000,000	87.50%				
Max Khan	4,500,000	11.25%				
Dave Parker	500,000	1.25%				
<b>OPTION POOL</b>						
Reserved employee option pool	-	0.00%	-	0.00%	-	0.00%
Reserved employee option pool total	-	0.00%	-	0.00%	-	0.00%
Round #1 financing		0.00%	7,500,000	13.89%	7,500,000	11.72%
<i>Round #2 financing @ \$0.10/Share</i>		0.00%		0.00%	<i>10,000,000</i>	<i>15.63%</i>
Round #3 financing		0.00%		0.00%		0.00%
Round #4 financing		0.00%		0.00%		0.00%
Warrants #1 @\$0.20/share		0.00%	6,500,000	12.04%	6,500,000	10.16%
Outstanding			<b>47,500,000</b>		57,500,000	
Fully Diluted	40,000,000	100.00%	54,000,000	100.00%	64,000,000	100.00%

Berkshire Finance Holdings Ltd. owns 5,000,000 shares and 5,000,000 warrants exercisable at \$0.20

per share.

## ***MANAGEMENT OF NOVART DIGITAL, INC.***

### **General**

Pursuant to the Bylaws, the directors of the Company will be elected by the shareholders at the Company's annual meeting. The directors hold office for one-year terms or until they may resign and their successors are elected and qualified. The executive officers of the Company are elected by the board of directors of the Company and hold office at the pleasure of the Board.

### **Max Khan**

Max has 25 years of private equity, venture capital and public company experience. He founded Alliance Global Finance in 1992 and firm's core focus was on providing advisory services to companies across a broad spectrum of industries. He also has extensive experience in running private and public companies having served as CEO of Pwrcor Inc. until 2012, and currently serving as President of Biopipe Global and CEO of Compaction & Recycling Equipment Inc. and a firm which specializes in corporate finance. He previously owned Finra registered broker deal Thor Capital LLC from April 2011 through May 2013 and held Series 7, 24 & 27 licenses and remains a managing director of Kazue Global Limited, with headquarters in Tokyo and focuses on infrastructure projects in Southeast Asia. Max received his BA in Accounting and Economics from the City University of New York, and MBA from Pace University, also in New York.

### **Mehmet Kutluca**

Mehmet is the sole owner of everything we have discussed so far; including but not limited to 10 game prototypes (code repositories and documents used in prototyping), 3 live apps (Efsun, Fusun, Fal Zamani), 5 apps in development (Helponn, Fitness, Meditation, Soccer Betting, and Horse Betting), and all the Machine Learning / Deep Learning Models described above. The apps and Machine Learning / Deep Learning Models are self-developed, not licensed. All the IP, source codes, prototypes, models will be transferred to Novart Digital Inc. at the time of closing of financing.

### **Ulas Can Cengiz**

Ulas a serial entrepreneur specialized in development and IT industry with a wide variety of web, mobile app, and game projects. He is a passionate reader, learner, designer, and coder. He worked as the head of operations at Buck.ai which he cofounded in early 2017. His core strength is in Business Development, Development Investment, Entrepreneurship, Creative Direction, Following Newborn Companies, Advisory for Startups. Education: Istanbul University Bachelor of Economics, Economics (Eng.) · (2007 - 2012).

### **David Parker**

David Parker is a Marketing & Research Consultant and business solution architect, based in Indianapolis, Indiana. Dave has extensive marketing, social media, business, sales, technical, logistic and security experience dating back to the late 70s and has worked throughout the United States, Europe and South America.

Parker has spent many years doing all the above, and more, while successfully managing sales, product research, product and service quality, data analysis, Internet, and traditional marketing studies and marketing/social media programs for very fast-paced companies. And his experience

has been broad enough for him to be the one responsible for monthly P&L statements, while driving sales to increase shareholder value for his clients.

Dave enjoys a wide range of entrepreneurial endeavors from a lifetime of diverse experience and is often seen as a business-to-technology bridge, but his focus is always more closely aligned with achieving goals through creative marketing tactics and sound business practices. His strong association with technology is due to his pioneering several internet technologies and paving the way in new-concept marketing.

### **Term of Office**

Our directors are appointed for a one-year term to hold office until the next annual general meeting of our shareholders or until removed from office in accordance with our bylaws. Our officers are appointed by our board of directors and hold office until removed by the board.

### **Family Relationships**

There are no family relationships between or among the directors, executive officers or persons nominated or chosen by us to become directors or executive officers.

### **Involvement in Certain Legal Proceedings**

To the best of our knowledge, during the past ten years, none of the following occurred with respect to a present or former director, executive officer, or employee: (1) any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time; (2) any conviction in a criminal proceeding or being subject to a pending criminal proceeding (excluding traffic violations and other minor offenses); (3) being subject to any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his or her involvement in any type of business, securities or banking activities; and (4) being found by a court of competent jurisdiction (in a civil action), the SEC or the Commodities Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended or vacated.

### **Committees of the Board**

Our company currently does not have nominating, compensation or audit committees or committees performing similar functions nor does our company have a written nominating, compensation or audit committee charter. Our directors believe that it is not necessary to have such committees, at this time, because the functions of such committees can be adequately performed by the board of directors.

Our company does not have any defined policy or procedural requirements for shareholders to submit recommendations or nominations for directors. The board of directors believes that, given the stage of our development, a specific nominating policy would be premature and of little assistance until our business operations develop to a more advanced level. Our company does not currently have any specific or minimum criteria for the election of nominees to the board of directors and we do not have any specific process or procedure for evaluating such nominees. The board of directors will assess all candidates, whether submitted by management or shareholders, and make recommendations for election or appointment.

A shareholder who wishes to communicate with our board of directors may do so by directing a written request addressed to our CEO and director, Steven Lane, at the address for the Company appearing elsewhere in this Memorandum.

## ***EXECUTIVE COMPENSATION***

The table below summarizes all compensation awarded to, earned by, or paid to our former or current executive officers for the period from inception to March, 2021.

### **Summary Compensation Table**

<b>Name and Principal Position</b>		<b>Annual Compensation</b>			<b>Long Term Compensation</b>			
		<b>YTD</b>	<b>Salary</b>	<b>Bonus</b>	<b>Other Annual Compensation</b>	<b>Restricted Stock</b>	<b>Options</b>	
Max Khan	2021	\$	-0-	-0-	-0-	\$	-0-	-0-
Mehmet Kutluca	2020	\$	-0-	-0-	-0-	\$	-0-	-0-
Ulas Can Cengiz	2020	\$	48,000	-0-	-0-	\$	-0-	-0-
David Parker	2020	\$	-0-	-0-	-0-	\$	-0-	-0-

We do not have any employment agreements or arrangements with management for compensation. We plan to enter into employment agreements with our officers when funds are available

### **Company Ownership Structure:**

### **Stock Option Plan and Restricted Stock Plan.**

The Company intends to adopt a Stock Option Plan and a Restricted Stock Plan to provide a means through which the Company and its subsidiaries may attract able employees and whereby the employees, directors, officers, and consultants upon whom the responsibilities of the successful administration and management of the Company rely can acquire and maintain stock ownership.

The Company intends to reserve an aggregate number of common stocks for issuance under the Stock Option Plan and the Restricted Stock Plan up to five percent (5%) of the common stocks authorized at any one time. The Company will grant options pursuant to a Stock Option Plan. The Stock Option Plan will be administered by a committee of the board of directors of the Company. The following describes the major anticipated features of the Stock Option Plan:

The Committee will be permitted to grant nonqualified options under the Internal Revenue Code;

- The duration of the options granted is 10 years;
- The options will have a five (5) year vesting schedule whereby 20 percent will vest each year following the date of the grant;
- The options granted thereunder will not be transferable;
- The exercise price will be the fair market value of the common stock at the time of the grant;
- The options granted under the Stock Option Plan will terminate for unvested options upon any termination of employment; and
- The Stock Option Plan will require the participants to exercise or forfeit their vested options within 90-days of termination of that individual's employment.

At this time, the Company does not have any specific plans to issue options under the Stock Option Plan.

## ***ADDITIONAL INFORMATION***

The statements contained in this Memorandum with respect to the contents of any contract or

document described herein are not necessarily complete and each such statement is qualified in its entirety by reference to such contracts, documents or otherwise. Copies of all documents and agreements referred to or described herein applicable to the Company that are not included with this Memorandum.

The Company will answer all reasonable inquiries from investors and/or their adviser(s) relating to this Offering and will provide potential investors the opportunity to obtain any additional information (to the extent the Company possesses such information or can acquire it without unreasonable effort or expense) necessary to verify the accuracy of the information set forth in this Memorandum. Investors may be required to sign non-disclosure agreements to protect confidential information before receiving information.

If you have any questions regarding this Offering, or desire any additional information or documents to verify or supplement the information contained in this Memorandum, please write or call the Company.

Novart Digital, Inc. 100 Challenger Road, Suite 850, New Jersey, USA 07660 Attention: Max Khan-max@novartdigital.com

### ***MANAGEMENT DISCUSSION & ANALYSIS***

#### **Results of Operations from the date of Contribution of Apps into the Company by Founder, November 16, 2020 till December 31, 2020**

Prior to November 16, 2020 all revenues generated from the existing apps went to the Founder and the Company did not generate any revenue in the period ending December 31, 2020. We had a net loss of (\$20,825) for the year ended December 31, 2020. We began the process of putting a formal corporate structure in place, redesign the apps, hire engineering and marketing resources and development of new apps after November 16, 2020. We expect to begin generating revenues as we implement our business plan with funding.

We incurred operating expenses of \$20,825 from inception to December 31, 2020, which consisted of general and administrative expenses.

We expect to incur more operating expenses for the balance of the year as a result of implementing our business plan and costs and fees associated with becoming a reporting company with the SEC.

#### **Liquidity and Capital Resources**

As of December 31, 2020, we had \$18,885 in cash and liabilities of \$39,710. \$20,000 of the current liabilities was subsequently converted into equity with issuance of 6,000,000 shares and 5,000,000 warrants exercisable at \$0.20 per share.

We were incorporated on October 17, 2017 but started operations after November 16, 2020. Our operations, to date, have been devoted primarily to startup, development activities. Because of our limited operating history, it is difficult to predict our capital needs on a monthly, quarterly or annual basis. We will have no capital available to us if we are unable to raise money from this offering or find alternate forms of financing, which we do not have in place at this time.

There can be no assurance that we will be successful in raising additional funding. If we are not able to secure additional funding, the implementation of our business plan will be impaired. There can be no assurance that such additional financing will be available to us on acceptable terms or at all.



In the first quarter of 2021 we raised \$75,000 in additional operating capital to operate for the next six months. If we are unable to raise additional financing, our business will be in jeopardy and we could be forced to suspend our operations or go out of business. As such, there can be no assurance that additional offering will be successful.

***FINANCIAL STATEMENTS***

**NOVART DIGITAL, INC, Formerly HELPONN, INC**

**Financial Statements**

**December 31, 2020 and 2019**

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**Novart Digital, Inc., formerly Helponn, Inc**

Balance Sheets  
(unaudited)

	<u>ASSETS</u>	<u>December 31, 2020</u>	<u>December 31, 2019</u>
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	\$	18,885	\$ -
Total Current Assets		<u>18,885</u>	<u>-</u>
<b>TOTAL ASSETS</b>	<b>\$</b>	<b><u>18,885</u></b>	<b><u>\$ -</u></b>
<u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>			
<b>LIABILITIES</b>			
Accounts payable	\$	3,098	\$ -
Credit card payable		7,612	-
Related-party advances		<u>29,000</u>	<u>-</u>
Total Current Liabilities		<u>39,710</u>	<u>-</u>
<b>STOCKHOLDERS' EQUITY</b>			
Preferred A stock (Par \$0.001), 1,000,000 authorized, 0 and 0 issued and outstanding		-	-
Common stock (Par \$0.001), 100,000,000 authorized, 1 and 1 issued and outstanding		-	-
Paid in capital in excess of par value		-	-
Retained deficit		<u>(20,825)</u>	<u>-</u>
Total Stockholders' Equity		<u>(20,825)</u>	<u>-</u>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$</b>	<b><u>18,885</u></b>	<b><u>\$ -</u></b>

**Novart Digital, Inc., formerly Helponn, Inc**  
**Statements of Operations**  
(unaudited)

	<u>For the year ended December 31, 2020</u>	<u>For the year ended December 31, 2019</u>
INCOME	<u>\$ -</u>	<u>\$ -</u>
OPERATING EXPENSES		
Bank service charges	65	-
Computer expenses	146	-
Office supplies	7,466	-
Professional fees	3,148	-
Software development	<u>10,000</u>	<u>-</u>
OPERATING EXPENSES	<u>20,825</u>	<u>-</u>
NET INCOME (LOSS)	<u><u>\$ (20,825)</u></u>	<u><u>\$ -</u></u>

The accompanying financials were not subject to an audit, review, or compilation.  
The accompanying notes are an integral part of these financial statements.

**Novart Digital, Inc., formerly Helponn, Inc**  
Statement of Stockholders' Equity (Deficit)  
(unaudited)

	Preferred A Stock		Common Stock		Paid in Capital in Excess of Par Value	Retained Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount			
Balance, December 31, 2019	-	\$ -	1	\$ -	\$ -	\$ -	\$ -
Net loss for the Year ended December 31, 2020	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(20,825)</u>	<u>(20,825)</u>
Balance, December, 31 2020	<u>-</u>	<u>\$ -</u>	<u>1</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (20,825)</u>	<u>\$ (20,825)</u>

**Novart Digital, Inc., formerly Helponn, Inc**  
Statement of Stockholders' Equity (Deficit)  
(unaudited)

	Preferred A Stock		Common Stock		Paid in Capital in Excess of Par Value	Retained Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount			
Balance, December 31, 2018	-	\$ -	1	\$ -	\$ -	\$ -	\$ -
Net loss for the Year ended December 31, 2019	-	-	-	-	-	-	-
Balance, December 31, 2019	-	\$ -	1	\$ -	\$ -	\$ -	\$ -

**Novart Digital, Inc., formerly Helponn, Inc**  
**Statements of Cash Flows**  
(unaudited)

	<u>For the year</u> <u>December 31, 2020</u>	<u>For the year</u> <u>December 31, 2019</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net income (loss)	\$ (20,825)	\$ -
Adjustments to reconcile net income (loss) to net cash used in operating activities:		
Increase in accounts payable	3,098	-
Increase in credit card payable	7,612	-
Increase in related party advances	29,000	-
Net Cash Provided by Operating Activities	18,885	-
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
	-	-
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
	-	-
<b>NET INCREASE (DECREASE) IN CASH</b>	18,885	-
<b>CASH AT BEGINNING OF PERIOD</b>	-	-
<b>CASH AT END OF PERIOD</b>	\$ 18,885	\$ -
<b>SUPPLEMENTAL DISCLOSURES</b>		
Cash Paid For:		
Interest	\$ -	\$ -
Income taxes	\$ -	\$ -

**Novart Digital, Inc, Formerly, Helponn, Inc.**

Notes to the Financial Statements

December 31, 2020 and 2019

**NOTE 1 - ORGANIZATION AND DESCRIPTION OF BUSINESS**

Novart Digital, Inc, Formerly, Helponn, Inc. (“the Company”) was originally incorporated under the laws of the state of Delaware on October 25, 2017, under the name Helponn, Inc. On October 30, 2020, the Company approved the change of its name to Novart Digital, Inc.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

This summary of significant accounting policies of the Company is presented to assist in understanding the Company's financial statements which conform to U.S. generally accepted accounting principles. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements. The following policies are considered to be significant:

Basis of Accounting

The financial statements of the Company are prepared using the accrual method of accounting in accordance with accounting principles generally accepted in the United States of America. The Company has elected a calendar year-end.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents, unless held for reinvestment as part of the investment portfolio, pledged to secure loan agreements or otherwise encumbered. The carrying amount approximates the fair value because of the short maturities of those instruments.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Minor repairs and maintenance are expensed as incurred, whereas major improvements are capitalized. When property and equipment are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the results of operations for the respective period. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets. The Company uses other depreciation methods (generally accelerated) for tax purposes where appropriate.



**Novart Digital, Inc, Formerly, Helponn, Inc.**

Notes to the Financial Statements

December 31, 2020 and 2019

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. The Organization evaluates the recoverability of long-lived assets by measuring the carrying amounts of the assets against the estimated undiscounted cash flows associated with these assets. At the time such evaluation indicates that the future undiscounted cash flows of certain long-lived assets are not sufficient to recover the assets' carrying value, the assets are adjusted to their fair value (based upon discounted cash flows). No impairment losses were recognized for the year ended December 31, 2020 and 2019, respectively.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses, including functional allocations during the reporting period. Actual results could differ from those estimates. Management bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances in making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. While actual results could differ from those estimates, management believes that the estimates are reasonable.

Key estimates made in the accompanying financial statements include, among others, the economic useful lives and recovery of long-lived assets and contingencies.

Concentrations of Risk

The Company maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to certain limits. The Company has not experienced any losses in such accounts or lack of access to its cash, and believes it is not exposed to significant risk of loss with respect to cash. However, no assurance can be provided that access to the Company's cash will not be impacted by adverse economic conditions in the financial markets.

At December 31, 2020 and 2019, the Company had in its bank accounts no funds in excess of the \$250,000 per depository institution that is federally insured.

**Novart Digital, Inc, Formerly, Helponn, Inc.**

Notes to the Financial Statements

December 31, 2020 and 2019

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Contingencies

Certain conditions may exist as of the date that these financial statements are issued which may result in a loss to the Company, but which will only be resolved when one or more future events occur or fail to occur. The Company's management and its legal counsel assess such contingent liabilities and such assessments inherently involves exercise of judgement. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, then the estimated liability is accrued in the Company's financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, is disclosed. Loss contingencies considered remote are generally not disclosed unless they involve guarantees, in which case the nature of the guarantee is disclosed.

Fair Value of Financial Instruments

The Company's financial instruments consist of cash and cash equivalents, accounts payable and accrued expenses and shareholder loans. The carrying amount of these financial instruments approximates fair value due either to length of maturity or interest rates that approximate prevailing market rates unless otherwise disclosed in these financial statements.

Financial assets and liabilities recorded at fair value on the balance sheets are categorized based upon a fair value hierarchy established by GAAP, which prioritizes the inputs used to measure fair value into the following levels:

Level 1— Quoted market prices in active markets for identical assets or liabilities at the measurement date.

Level 2— Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable and can be corroborated by observable market data.

Level 3— Inputs reflecting management's best estimates and assumptions of what market participants would use in pricing assets or liabilities at the measurement date. The inputs are unobservable in the market and significant to the valuation of the instruments.

Financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

**Novart Digital, Inc, Formerly, Helponn, Inc.**

Notes to the Financial Statements

December 31, 2020 and 2019

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Revenue Recognition

The Company generates revenue through in-application purchases (“in-app purchases”) within its games on smartphones and tablet devices, such as Apple’s iPhone and iPad, and mobile devices utilizing Google’s Android operating system. Users can download the Company’s free-to-play games through Digital Storefronts. The Company also has relationships with certain advertising service providers for advertisements within smartphone games and revenue from these advertising providers is generated through impressions, clickthrough, banner ads, and offers.

The Company adopted Accounting Standard Codification Topic 606, Revenue from Contracts with Customers, (“ASC 606”) and its related amendments effective January 1, 2018 using a modified retrospective method and recorded a cumulative impact to retained earnings of \$-0-. In accordance with ASC 606, revenue is recognized when or as a customer obtains control of promised services. The amount of revenue recognized reflects the consideration which the Company expects to receive in exchange for these services. A contract with a customer exists when (i) the Company enters into an enforceable contract with a customer that defines each party’s rights regarding the services to be transferred and identifies the payment terms related to these services, (ii) the contract has commercial substance and, (iii) the Company determines that collection of substantially all consideration for services that are transferred is probable based on the customer’s intent and ability to pay the promised consideration. The Company applies judgment in determining the customer’s ability and intention to pay, which is based on a variety of factors including the customer’s historical payment experience or, in the case of a new customer, published credit and financial information pertaining to the customer.

ASC 606 requires an entity to disclose the revenue recognized in the reporting period from performance obligations satisfied (or partially satisfied) in previous periods (for example, due to changes in transaction price). Revenue recognized relating to performance obligations satisfied in prior periods was \$0 for the year ended December 31, 2020 and December 31, 2019, respectively.

The Company elects to use the practical expedient under 606-10-50-14 which states an entity need not disclose the information in paragraph 606-10-50-13 for a performance obligation if the following criteria are met:

1. the performance obligation is part of a contract that has an original expected duration of one year or less; and
2. the entity recognizes revenue from the satisfaction of the performance obligation in accordance with paragraph 606-10-55-18 (right to invoice).

Since all of the Company’s contracts have an original expected duration of one year or less, the Company elects to use this practical expedient and does not disclose the aggregate transaction price allocated to unsatisfied or partially satisfied performance obligations.

**Novart Digital, Inc, Formerly, Helponn, Inc.**

Notes to the Financial Statements

December 31, 2020 and 2019

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Revenue Recognition (Continued)

**In-App Purchases**

Users can download the Company's free-to-play games within the Digital Storefronts and pay to acquire virtual currency, which can be redeemed in the game for virtual goods, or virtual goods directly (together, defined as "virtual items") to enhance their game-playing experience. The Company sells both consumable and durable virtual items and receives reports from the Digital Storefronts, which breakdown the various purchases made from the Company's games over a given time period. The Company reviews these reports and determines on a per-item basis whether the purchase was a consumable virtual item or a durable virtual item. Consumable virtual items are items that are consumed at a predetermined time or otherwise have limitations on repeated use. Durable virtual items are items, such as furniture, clothes, etc. that are accessible to the player over an extended period of time and that remain in the game for as long as the player continues to play.

The initial download of the mobile game from the Digital Storefront does not create a contract under ASC 606 because of the lack of commercial substance; however, the separate election by the player to make an in-application purchase satisfies the criterion thus creating a contract under ASC 606. The Company has identified the following performance obligations in these contracts:

1. Ongoing game related services such as hosting of game play, storage of customer content, when and if available content updates, maintaining the virtual currency management engine, tracking gameplay statistics, matchmaking as it relates to multiple player gameplay, etc.
2. Obligation to the paying player to continue displaying and providing access to the virtual items within the game.

Neither of these obligations are considered distinct since the actual mobile game and the related ongoing services are both required to purchase and benefit from the related virtual items. As such, the Company's performance obligations represent a single combined performance obligation which is to make the game and the ongoing game related services available to the players. The transaction price, which is the amount paid for the virtual items by the player, is allocated entirely to the single combined performance obligation. The Company recognizes revenue for durable virtual items over the estimated average playing period of paying users on a per title basis. The Company's revenue from consumable virtual items has been insignificant over the previous three years. The Company has estimated the useful life of a paying user between four and eight months.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Recent Accounting Pronouncements

In October 2020, the FASB issued ASU 2020-10, *Codification Improvements*, which updates various codification topics by clarifying or improving disclosure requirements to align with the

**Novart Digital, Inc, Formerly, Helponn, Inc.**

Notes to the Financial Statements

December 31, 2020 and 2019

SEC's regulations. The Company will adopt ASU 2020-10 as of the reporting period beginning January 1, 2021. The update of this standard is not expected to have a material effect on the Company's consolidated financial statements.

Other recent accounting pronouncements issued by the FASB (including its Emerging Issues Task Force) did not or are not believed to have a material impact on the Company's present or future financial statements.

**NOTE 3 - RELATED PARTY TRANSACTIONS**

The related-party advances are to various stockholders. On August 10, 2020, the Company entered into a consulting agreement to raise equity capital and become publicly traded. As of December 31, 2020, \$29,000 of the funds raised had been received by the Company, however the shares were not issued until after year end therefore they are shown on the balance sheet as related-party advances. As of February 18, 2021, the consultant had raised \$120,600 which was received by the Company in exchange for 13,620,000 shares of common stock.

**NOTE 4 - STOCKHOLDERS' EQUITY**

As of February 18, 2021, the consultant had raised \$94,800 which was received by the Company in exchange for 7,500,000 shares of common stock.

**NOTE 5 - LIQUIDITY AND GOING CONCERN**

The Company has incurred losses since inception and has not yet received any revenues from sales of products or services. These factors create substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustment that might be necessary if the Company is unable to continue as a going concern.

The ability of the Company to continue as a going concern is dependent on the Company generating cash from the sale of its common stock and/or obtaining debt financing and attaining future profitable operations. Management's plans include selling its equity securities and obtaining debt financing to fund its capital requirement and ongoing operations; however, there can be no assurance the Company will be successful in these efforts.

**Novart Digital, Inc, Formerly, Helponn, Inc.**

Notes to the Financial Statements

December 31, 2020 and 2019

**NOTE 6 - SUBSEQUENT EVENTS**

The Company has evaluated subsequent events through March 25, 2021, the date which the financial statements were available to be issued, and noted no material subsequent events that would require adjustment in or disclosure to these financial statements as of December 31, 2020, other than those listed below:

As explained in Note 3, on February 18, 2021 the Company received \$94,800 in exchange for 7,500,000 shares of common stock and 6,500,000 warrants exercisable at \$0.20 per share.

**Novart Digital, Inc, Formerly, Helponn, Inc.**

Notes to the Financial Statements

December 31, 2020 and 2019

**EXHIBIT A  
NOVART DIGITAL, INC.  
REGULATION D 506(B)  
SUBSCRIPTION AGREEMENT**

THIS SUBSCRIPTION AGREEMENT made as of \_\_\_\_\_, 2021 between NOVART DIGITAL, INC., a corporation organized under the laws of the State of Delaware (the “Company”), and the undersigned (the “Subscriber” and together with each of the other subscribers in the Offering (defined below), the “Subscribers”). WHEREAS, the Company desires to issue to the Subscriber \_\_\_\_\_ (\_\_\_\_\_) shares of its common stock (collectively, the “Shares”) in a private placement (the “Offering”), for a total purchase price of US\$ \_\_\_\_\_; and NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

**I. SUBSCRIPTION FOR SHARES AND REPRESENTATIONS BY AND COVENANTS OF SUBSCRIBER**

1.1. Subscription for Shares. Subject to the terms and conditions hereinafter set forth, the Subscriber hereby subscribes for and agrees to purchase from the Company such aggregate number of Shares as is set forth upon the signature page hereof; and the Company agrees to sell such Shares to the Subscriber for said purchase price subject to the Company’s right to sell to the Subscriber such lesser number of Shares as the Company may, in its sole

## **Novart Digital, Inc, Formerly, Helponn, Inc.**

### Notes to the Financial Statements

December 31, 2020 and 2019

discretion, deem necessary or desirable. The purchase price is payable by wire transfer, or certified or bank checks made payable to “NOVART DIGITAL, INC.” and delivered contemporaneously with the execution and delivery of this Subscription Agreement to the Company’s address set forth above.

1.2. **Reliance on Exemptions.** The Subscriber acknowledges that this Offering has not been reviewed by the United States Securities and Exchange Commission (“SEC”) or any state agency because of the Company’s representations that this is intended to be a nonpublic offering exempt from the registration requirements of the Securities Act of 1933, as amended (the “1933 Act”) and state securities laws. The Subscriber understands that the Company is relying in part upon the truth and accuracy of, and the Subscriber’s compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Subscriber set forth herein in order to determine the availability of such exemptions and the eligibility of the Subscriber to acquire the Shares.

1.3. **Investment Purpose.** The Subscriber represents that the Shares comprising the Shares (the “Securities”) are being purchased for his or her own account, for investment purposes only and not for distribution or resale to others in contravention of the registration requirements of the 1933 Act. The Subscriber agrees that it will not sell or otherwise transfer the Securities unless they are registered under the 1933 Act or unless an exemption from such registration is available.

1.4. **Accredited Investor.** The Subscriber represents and warrants that he or she is an “accredited investor” as such term is defined in Rule 501 of Regulation D promulgated under the 1933 Act.

1.5. **RISK OF INVESTMENT. THE SUBSCRIBER RECOGNIZES THAT THE PURCHASE OF THE SHARES INVOLVES A HIGH DEGREE OF RISK INCLUDING, WITHOUT LIMITATION, ANY AND ALL RISKS DISCUSSED IN THIS SUBSCRIPTION AGREEMENT. AN INVESTMENT IN THE COMPANY AND THE SHARES MAY RESULT IN THE LOSS OF A SUBSCRIBER’S ENTIRE INVESTMENT.**

- (a) **Risk of Loss of Investment.** An investment in the Company and the Shares offered hereby involve a high degree of risk. An investment in the Shares is suitable only for investors who can bear a loss of their entire investment.
- (b) **Value of Shares is Speculative.** The terms of this offering have been determined arbitrarily by the Company. There is no relationship between such terms and the Company’s assets, earnings, book value and/or any other objective criteria of value.
- (c) **Dependence on Net Proceeds; No Minimum Offering.** The Company is wholly dependent upon the net proceeds of this Offering to fund its operations, as more specifically described elsewhere in this Subscription Agreement. There is no commitment by any person to purchase Shares and there is no assurance that any number of Shares will be sold. Additionally, there is no minimum amount of funds that are required to be raised in order for the Company to accept subscriptions received from investors and the Company’s may terminate this Offering prior to the expiration of the Offering Period. There is no assurance that the Company will sell a sufficient number of Shares in this Offering on a timely basis or that the net proceeds after payment of debts and other obligations will be adequate for the Company’s needs.
- (d) **Need for Additional Capital; Additional Private Placement.** The net proceeds raised by the Company from this Offering will be used immediately to fund the Company’s current operations. The Company will therefore require significant additional financing shortly after this Offering, regardless of the net proceeds received, in order to satisfy its cash requirements. Upon completion of this offering, the Company intends to affect a registration on Form S-1 and may seek to raise additional funds in private placement transactions. However, there is no assurance that it will be able to do so in a timely manner or on terms that will enable it to enter its proposed business on a reasonable basis.
- (e) **Restrictions on Resale.** The Shares are “restricted” securities and may not be resold or otherwise transferred except pursuant to an effective registration statement or an exemption under the 1933 Act and applicable state or “blue sky” laws.



**Novart Digital, Inc, Formerly, Helponn, Inc.**

Notes to the Financial Statements

December 31, 2020 and 2019

1.7 Information. The Subscriber acknowledges receipt and full and careful review and understanding of this Subscription Agreement with any exhibits thereto (the “Subscription Agreement”) and hereby represents that: (i) it has been furnished by the Company during the course of this transaction with all information regarding the Company which it has requested; and (ii) that it has been afforded the opportunity to ask questions of and receive answers from duly authorized officers of the Company concerning the terms and conditions of the Offering, and any additional information which it has requested.

1.8 No Representations or Warranties. The Subscriber hereby represents that, except as expressly set forth in the Subscription Agreement, no representations or warranties have been made to the Subscriber by the Company or any agent, employee or affiliate of the Company and in entering into this transaction the Subscriber is not relying on any information other than that contained in the Subscription Agreements and the results of independent investigation by the Subscriber.

1.9 Tax Consequences. The Subscriber acknowledges that this Offering of the Shares may involve tax consequences and that the contents of the Subscription Agreements do not contain tax advice or information. The Subscriber acknowledges that it must retain its own professional advisors to evaluate the tax and other consequences of an investment in the Shares.

1.10 Transfer or Resale. The Subscriber understands that: (a) none of the Securities have been and may not be registered under the 1933 Act or any state securities laws; (b) the Securities may not be offered for sale, sold, assigned, pledged, transferred or otherwise disposed of (each a “Disposition”) unless, prior to effecting any such Disposition (other than any transfer not involving a change in beneficial ownership) (i) there is in effect a registration statement under the 1933 Act covering the Disposition and the Disposition is made in accordance with such registration statement, or (ii) the Subscriber gives written notice to the Company of such Subscriber’s intention to effect a Disposition and such notice shall describe the manner and circumstances of the proposed Disposition, and shall be accompanied by either (A) a written opinion of a legal counsel that a Disposition of the Securities may be made pursuant to an exemption from such registration, or (B) any other evidence reasonably satisfactory to counsel to the Company; and (C) the Company is under no obligation to register the Securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any registration exemption thereunder.

1.11 Legends. The Subscriber understands that the certificates or other instruments representing the Securities, until such time as they have been registered under the 1933 Act as contemplated by the Registration Rights Agreement, shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such certificates or other instruments):

**THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, OR (B) AN OPINION OF COUNSEL, IN A REASONABLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR APPLICABLE STATE SECURITIES LAWS.**

The legend set forth above shall be removed and the Company shall issue a certificate or other instrument without such legend to the holder of the Securities upon which it is stamped, if (a) there is in effect a registration statement under the 1933 Act covering the Disposition and the Disposition is made in accordance with such registration statement or (b) if the Disposition of the Securities is completed in satisfaction of the requirements of Rule 144 of the 1933 Act.

1.12 Validity; Enforcement. If the Subscriber is a corporation, partnership, trust or other entity, the Subscriber represents and warrants that: (a) it is authorized and otherwise duly qualified to purchase and hold the Shares; and (b) that this Subscription Agreement has been duly and validly authorized, executed and delivered and constitutes the legal, binding and enforceable obligation of the undersigned.

1.13 Residency. The Subscriber represents that its principal address is furnished at the end of this Subscription

## Novart Digital, Inc, Formerly, Helponn, Inc.

### Notes to the Financial Statements

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#### Agreement.

1.14 Foreign Subscriber. If the Subscriber is not a United States person, such Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Subscription Agreement, including: (a) the legal requirements within its jurisdiction for the purchase of the Shares; (b) any foreign exchange restrictions applicable to such purchase; (c) any governmental or other consents that may need to be obtained; and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the securities comprising the Shares. Such Subscriber's subscription and payment for, and his or her continued beneficial ownership of the Shares, will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

1.15 FINRA Member. The Subscriber acknowledges that if it is a Registered Representative of an FINRA member firm, the Subscriber must give such firm notice required by the FINRA's Rules of Fair Practice, receipt of which must be acknowledged by such firm on the signature page hereof.

1.16 Confidential Information. The subscriber acknowledges that the information contained in this Subscription Agreement and the related schedules and Exhibits, as well as any other information relating to the Company that has been provided to the Subscriber in connection with this Offering is the confidential and proprietary information of the Company. The Subscriber agrees that he shall not disclose any of said information to any other person, except for his financial and legal advisors, who require such information to advise the Subscriber with respect to his contemplated investment, and in the event that the Subscriber does not invest in this Offering, he shall return all materials provided to him by the Company, including any copies thereof, to the Company.

#### II. REPRESENTATIONS BY THE COMPANY

The Company represents and warrants to the Subscriber, except as set forth in the disclosure schedules attached hereto:

2.1 Organization and Qualification. The Company is duly organized and validly existing in good standing under the laws of Delaware, and has the requisite power and authorization to own its properties and to carry on its business as now being conducted.

2.2 Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Subscription Agreement and to perform its obligations hereunder, and to issue the Securities in accordance with the terms herein. The execution and delivery of the Subscription Agreement by the Company and the consummation by the Company of the transactions contemplated by the Subscription Agreement, including without limitation the issuance of the Securities, have been duly 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 stockholders. The Subscription Agreement has been duly executed and delivered by the Company, and constitute 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.

2.3 Capitalization. Prior to the Initial Closing, the authorized, issued and outstanding securities of the Company (including, but not limited to, all and/or other securities convertible into equity securities of the Company and all options and warrants, all of which are listed in Section 1.1(i) of this Subscription Agreement. All of the issued and outstanding securities of the Company have been and are, or upon issuance will be duly authorized, validly issued, fully paid and non-assessable. Except as disclosed in Subscription Agreement, (i) no shares of the Company's capital stock are subject to preemptive rights under Delaware law or any other similar rights or any liens or encumbrances suffered or permitted by the Company; (ii) there are no outstanding debt securities issued by the Company; (iii) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, any shares of capital stock of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its Subsidiaries or options, warrants, scrip, rights to subscribe to, calls or commitments of any

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### Notes to the Financial Statements

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character whatsoever relating to, or securities or rights convertible into or exchangeable for, any shares of capital stock of the Company or any of its Subsidiaries; (iv) there are no agreements or arrangements under which the Company or any of its Subsidiaries is obligated to register the sale of any of their securities under the 1933 Act; (v) there are no outstanding securities of the Company or any of its Subsidiaries which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries; (vi) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Securities as described in the Subscription Agreements; and (vii) the Company does not have any stock appreciation rights or “phantom stock” plans or agreements or any similar plan or agreement. All prior sales of securities of the Company were either registered under the 1933 Act and applicable state securities laws or exempt from such registration, and no security holder has any rescission rights with respect thereto.

2.4 Issuance of Securities; Reservation. The issuance, sale and delivery of the Securities have been duly authorized by all requisite corporate action by the Company and, upon issuance in accordance with the Subscription Agreements, shall be (a) duly authorized, validly issued, fully paid and non-assessable, (b) free from all taxes, liens and charges with respect to the issue thereof except that may be created by the Subscriber, and (c) entitled to the rights and preferences set forth in the Securities. Assuming (i) the accuracy of the information provided by the respective Subscribers in the Subscription Agreement, and (ii) that all of the offerees and Subscribers are “accredited investors” as such term is defined in Rule 501 of Regulation D, the offer and sale of the Shares pursuant to the terms of this Subscription Agreement are and will be exempt from the registration requirements of the 1933 Act and the rules and regulations promulgated thereunder. The Company is not disqualified from the exemption under Regulation D by virtue of the disqualification contained in Rule 507 thereof or otherwise.

2.5 No Conflicts. Except as set forth in the Subscription Agreements, the execution, delivery and performance of the Subscription Agreements by the Company, the consummation by the Company of the transactions contemplated by the Subscription Agreements, and the issuance of the Securities and performance by the Company of its obligations under the Subscription Agreements, will not (a) result in a violation of the Company’s Certificate of Incorporation, any other certificate of designations, preferences and rights of any outstanding series of preferred stock of the Company, or the Company’s By-Laws, (b) conflict with, or constitute a default or an event which with notice or lapse of time or both would become a default under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, note and/or other indebtedness, lease, license or instrument, or (c) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and the rules and regulations of the FINRA) applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected.

2.6 Consents. The Company is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency or any regulatory or self-regulatory agency in order for it to execute, deliver or perform any of its obligations under or contemplated by the Subscription Agreements. Except as otherwise provided in the Subscription Agreements, all consents, authorizations, orders, filings and registrations which the Company is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the date hereof. The Company and its Subsidiaries are unaware of any facts or circumstances which might prevent the Company from obtaining or effecting any of the foregoing.

2.7 No General Solicitation. None of the Company, its Subsidiaries, any of their affiliates, and any person acting on their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D under the 1933 Act) in connection with the offer or sale of the Securities.

2.8 No Integrated Offering. None of the Company, its Subsidiaries, any of their affiliates, and any person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of any of the Securities under the 1933 Act by causing this Offering of the Securities to be integrated with prior offerings by the Company for purposes of the 1933 Act or any applicable stockholder approval provisions, including without limitation, under the rules and regulations of any exchange or automated quotation system on which any of the securities of the Company are listed or designated, or otherwise. None of the Company, its Subsidiaries, their affiliates and any person acting on their behalf will take any action or steps referred to in the preceding sentence that would require registration of any of the

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Securities under the 1933 Act by causing the Offering of the Securities to be integrated with other offerings, or otherwise.

2.9 Foreign Corrupt Practices. Neither the Company, nor any of its Subsidiaries, nor any director, officer, agent, employee or other person acting on behalf of the Company or any of its Subsidiaries has, in the course of its actions for, or on behalf of, the Company, (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (b) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or (c) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

2.10 Absence of Litigation. Except as set forth in the Subscription Agreement, there is no action, suit, proceeding, inquiry or investigation before or by the FINRA, any court, public board, government agency, self-regulatory organization or body, or arbitrator pending or, to the knowledge of the Company, threatened against the Company, the Common Stock or any of the Company's Subsidiaries or any of the Company's or the Company's Subsidiaries' officers or directors in their capacities as such.

2.11 Tax Status. Except as set forth in the Subscription Agreement, the Company and each of its Subsidiaries has made or filed all federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, except when the failure to do so would not have a Material Adverse Effect, and has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations or to the Company's knowledge otherwise due and payable, except those being contested in good faith and has set aside on its books reserves in accordance with GAAP reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim.

2.12 Securities Law Compliance. The offer, offer for sale, and sale of the Shares has not been registered with the SEC. The Shares are to be offered, offered for sale and sold in reliance upon the exemptions from the registration requirements of Section 5 of the 1933 Act. The Company will conduct the Offering in compliance with the requirements of Regulation D under the 1933 Act, and the Company will file all appropriate notices of offering with the SEC.

2.13 Title. Except as set forth in or contemplated by the Subscription Agreement, the Company has good and marketable title to all material properties and tangible assets owned by it, free and clear of all liens, charges, encumbrances or restrictions, except as such as are not significant or important in relation to the Company's business; all of the material leases and subleases under which the Company is the lessor or sublessor of properties or assets or under which the Company holds properties or assets as lessee or sublessee are in full force and effect, and the Company is not in default in any material respect with respect to any of the terms or provisions of any of such leases or subleases, and to the Company's knowledge no material claim has been asserted by anyone adverse to rights of the Company as lessor, sublessor, lessee or sublessee under any of the leases or subleases mentioned above, or affecting or questioning the right of the Company to continued possession of the leased or subleased premises or assets under any such lease or sublease. The Company owns, leases or licenses all such properties as are necessary to its operations as described in the Subscription Agreements.

2.14 Intellectual Property Rights. The Company and its Subsidiaries own or possess adequate rights or licenses to use all trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and rights necessary to conduct their respective businesses as now conducted, the lack of which could reasonably be expected to have a Material Adverse Effect. Except as set forth in the Subscription Agreements, to the Company's knowledge, none of the Company's trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets or other intellectual property rights have expired or terminated, or are expected to expire or terminate within two (2) years from the date of this Subscription Agreement, except where such expiration or termination would not have either individually or in

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the aggregate a Material Adverse Effect. The Company and its Subsidiaries do not have any knowledge of any infringement by the Company or its Subsidiaries of trademarks, trade name rights, patents, patent rights, copyrights, inventions, licenses, service names, service marks, service mark registrations, trade secrets or other similar rights of others, or of any such development of similar or identical trade secrets or technical information by others and, except as set forth in the Subscription Agreement, no claim, action or proceeding has been made or brought against, or to the Company's knowledge, has been threatened against, the Company or its Subsidiaries regarding trademarks, trade name rights, patents, patent rights, inventions, copyrights, licenses, service names, service marks, service mark registrations, trade secrets or other infringement, except where such infringement, claim, action or proceeding would not reasonably be expected to have either individually or in the aggregate a Material Adverse Effect. Except as set forth in the Subscription Agreement, the Company and its Subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties except where the failure to do so would not have either individually or in the aggregate a Material Adverse Effect.

2.15 Registration Rights. Except as set forth in the Registration Rights Agreement, which is attached hereto as Exhibit A, no person has any right to cause the Company to effect the registration under the 1933 Act of any securities of the Company.

2.16 Brokers. Neither the Company nor any of its officers, directors, employees or stockholders has employed any broker or finder in connection with the transactions contemplated herein.

2.17 Disclosure. None of the representations and warranties of the Company appearing in this Subscription Agreement or any information appearing in any Exhibit or Schedule hereto other than material which says it is a "belief" or "expectation" of the Company or similarly qualified, which statements the Company believes to the best of its knowledge as of the date hereof and at each Closing Date to be true and accurate in all material respects and not misleading), when considered together as a whole, contains, or on any Closing Date will contain, any untrue statement of a material fact or omits, or on any Closing Date will omit, to state any material fact required to be stated herein or therein in order for the statements herein or therein, in light of the circumstances under which they were made, not to be misleading.

### III. TERMS OF SUBSCRIPTION

3.1 Closing and Termination of Offering. Provided that the required conditions to closing set forth in Article V and Article VI hereof have been satisfied or waived, a closing (the "Initial Closing") shall take place at the offices of the Company as set forth herein or at such place as may otherwise be agreed to by the Company within 30 days of the receipt of the first cleared subscriber's funds. The Company may consummate subsequent closings of the Offering, upon mutual agreement only, each of which shall be subject to satisfaction or waiver of the conditions to closing set forth in Article V and Article VI hereof, and each of which shall be deemed a "Closing" hereunder. The date of the last closing of the Offering is hereinafter referred to as the "Final Closing" and the date of any Closing hereunder is hereinafter referred to as a "Closing Date." The offering period for the Offering shall commence on the day the Subscription Agreement is first delivered to prospective Subscribers by the Company for delivery in connection with the offering for sale of the Shares and shall continue until the earlier to occur of: (i) the sale of the all of the Shares being offered pursuant to this Offering; and (ii) 5:00 p.m. (New York City Time), June 30, 2021; provided, however, that (A) if all of the Shares have not been sold on or prior to June 30, 2021, this Offering may be extended for an additional ninety (90) days by the Company in its sole discretion and (B) this Offering may be terminated prior to June 30, 2021, upon the sole action of the Company. The day that the Offering Period terminates is hereinafter referred to as the "Termination Date."

3.2 Certificates. The Subscriber hereby authorizes and directs the Company, upon each closing of the Offering, to (i) deliver the certificates representing the Shares (the "Stock Certificates") to be issued to such Subscriber pursuant to this Subscription Agreement to the Subscriber's address indicated, by thirty (30) days after the applicable Closing Date or (ii) to hold the Shares in the Shareholder's name in Book Entry format.

### IV. COVENANTS

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4.1 Use of Proceeds. The Company shall only use the net proceeds from the sale of the Shares for the following purposes:

- (a) Marketing;
- (b) Gaming and app development;
- (c) Working Capital;

V. CONDITIONS TO CLOSING IN FAVOR OF THE COMPANY

The obligation of the Company hereunder to issue and sell Shares to the Subscriber at the Closing is subject to the satisfaction, at or before the Closing, of each of the following conditions, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion by providing the Subscriber with prior written notice thereof:

5.1 Subscription Agreements. The Subscriber shall have executed this Subscription Agreement and delivered the same to the Company.

5.2 Purchase Price. The Subscriber shall have paid the purchase price for the Shares being purchased by the Subscriber at the Closing in the manner set forth in Section 1.1.

5.3 Representations and Warranties. The representations and warranties of the Subscriber shall be true and correct in all material respects as of the date when made and as of the Closing as though made at that time, and the Subscriber shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by the Subscriber at or prior to the Closing.

5.4 Other Matters. All opinions, certificates and documents and all proceedings related to this Offering shall be in form and content reasonably satisfactory to the Company and its legal counsel.

VI. CONDITIONS TO CLOSING IN FAVOR OF THE SUBSCRIBER

The obligation of the Subscriber hereunder to purchase the Shares is subject to the satisfaction, at or before the Closing, of each of the following conditions, provided that these conditions are for the Subscriber's sole benefit and may be waived by the Subscriber at any time in its sole discretion by providing the Company with prior written notice thereof:

6.1 Subscription Agreements. The Company shall have executed and delivered to the Subscriber each of the Subscription Agreements to which its signature is required.

6.2 Representations and Warranties. The representations and warranties of the Company shall be true and correct as of the date when made and as of the Closing as though made at that time (except for representations and warranties that reference a specific date which shall have been true and correct in all material respects as of such date), and the Company shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required by the Subscription Agreements to be performed, satisfied or complied with by the Company at or prior to the Closing.

VII. RIGHTS OF TERMINATION

7.1 Termination by Subscriber or Company. This Subscription Agreement may be terminated at any time prior to the Closing: (a) by mutual written consent of the parties hereto; or (b) by the Company or the Subscriber upon written notice to the other party if any court or governmental authority of competent jurisdiction shall have issued a final, non-appealable order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Subscription Agreement. Termination of this Subscription Agreement under this Section 7.1 shall result in this Subscription Agreement becoming void and of no further force and effect, except that a termination shall not release, or be construed as so releasing, any party hereto from any liability or damage to the other party hereto arising out of the breaching party's willful and material breach of the warranties and representations made by it, or willful and material failure in performance of any of its covenants, agreements, duties

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or obligations provided hereunder, and the obligations under Section 8.8 shall survive such termination.

**VIII. MISCELLANEOUS**

8.1 Notice. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Subscription Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt, when delivered personally, (b) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party), or (c) one (1) business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company at the address set forth in the first paragraph of this agreement, Attn. Max Khan, CEO.

If to the Subscriber, to its address and email or facsimile number set forth at the end of this Subscription Agreement, or to such other address and/or facsimile number and/or to the attention of such other person as specified by written notice given to the Company five (5) days prior to the effectiveness of such change.

Written confirmation of receipt (a) given by the recipient of such notice, consent, waiver or other communication, (b) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission, or (c) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clauses (a), (b) or (c) above, respectively.

8.2 Entire Agreement; Amendment. This Subscription Agreement supersedes all other prior oral or written agreements between the Subscriber, the Company, their affiliates and persons acting on their behalf with respect to the matters discussed herein, and this Subscription Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Subscriber makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Subscription Agreement may be amended or waived other than by an instrument in writing signed by the Company and each Noteholder.

8.3 Severability. If any provision of this Subscription Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Subscription Agreement in that jurisdiction or the validity or enforceability of any provision of this Subscription Agreement in any other jurisdiction.

8.4 Governing Law; Jurisdiction. This Agreement shall be governed by and construed solely in accordance with the internal laws of the State of Delaware with respect to contracts executed, delivered and to be fully performed therein, without regard to the conflicts of laws principles thereof. The parties hereto hereby expressly and irrevocably agree that any suit or proceeding arising under this Agreement or the consummation of the transactions contemplated hereby, shall be brought solely in a federal or state court located in the State of Delaware. By its execution hereof, Company and Subscriber hereby expressly and irrevocably submits to the in personam jurisdiction of the federal and state courts located in the State of Delaware and agree that any process in any such action may be served upon him or her personally, or by certified mail or registered mail upon such party or such agent, return receipt requested, with the same full force and effect as if personally served upon such party in Delaware. The parties hereto each waive any claim that any such jurisdiction is not a convenient forum for any such suit or proceeding and any defense or lack of in personam jurisdiction with respect thereto. In the event of any such action or proceeding, the party prevailing therein shall be entitled to payment from the other party hereto of its reasonable counsel fees and disbursements.

8.5 Headings. The headings of this Subscription Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Subscription Agreement.

8.6 Successors and Assigns. This Subscription Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Shares. The Company shall not assign this Subscription Agreement or any rights or obligations hereunder. Subscriber may assign some or all of its

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rights hereunder without the consent of the Company, provided, however, that any such assignment shall not release the Subscriber from its obligations hereunder unless such obligations are assumed by such assignee and the Company has consented to such assignment and assumption, which consent shall not be unreasonably withheld.

8.7 No Third-Party Beneficiaries. This Subscription Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

8.8 Survival. The representations and warranties of the Company and the Subscriber contained in Article I and Article II and the agreements set forth this Article VIII shall survive the Closing for a period of twelve (12) months.

8.9 Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Subscription Agreement and the consummation of the transactions contemplated hereby.

8.10 No Strict Construction. The language used in this Subscription Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

8.11 Legal Representation. The Subscriber acknowledges that: (a) it has read this Subscription Agreement and the exhibits hereto; (b) it understands that the Company has been represented in the preparation, negotiation, and execution of this Subscription Agreement by counsel to the Company; (c) it has either been represented in the preparation, negotiation, and execution of this Subscription Agreement by legal counsel of its own choice, or has chosen to forego such representation by legal counsel after being advised to seek such legal representation; and (d) it understands the terms and consequences of this Subscription Agreement and is fully aware of its legal and binding effect.

8.12 Confidentiality. The Subscriber agrees that it shall keep confidential and not divulge, furnish or make accessible to anyone, the confidential information concerning or relating to the business or financial affairs of the Company contained in the Subscription Agreements to which it has become privy by reason of this Subscription Agreement.

8.13 Counterparts. This Subscription Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

Remainder of Page Intentionally Left Blank

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

SUBSCRIBER \*\*

CO-SUBSCRIBER \*\*

\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
Signature of Co-Subscriber



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Name of Subscriber [please print]

Name of Co-Subscriber [please print]

Address of Subscriber

Address of Co-Subscriber

Social Security or Taxpayer  
Identification Number of Subscriber

Social Security or Taxpayer Identification  
Number of Co-Subscriber

Name of Holder(s) as it should appear on the security certificates\* [please print]

\* Please provide the exact names that you wish to see on the certificates

- (1) For individuals, print full name of subscriber.
- (2) For joint, print full name of subscriber and all co-subscribers.
- (3) For corporations, partnerships, LLC, print full name of entity, including "&," "Co.," "Inc.," "etc," "LLC," "LP," etc.
- (4) For Trusts, print trust name (please contact your trustee for the exact name that should appear on the certificates.)

Dollar Amount of Shares Subscribed For: US\$ \_\_\_\_\_

Total Number of Shares Being Subscribed For: \_\_\_\_\_

Dollar Amount of Subscription Accepted: US\$ \_\_\_\_\_

SUBSCRIPTION ACCEPTED BY THE COMPANY

NOVART DIGITAL, INC.

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

By: \_\_\_\_\_  
Max Khan, CEO & Director

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**EXHIBIT C  
REGISTRATION RIGHTS AGREEMENT**

This Registration Rights Agreement ("Agreement"), dated \_\_\_\_\_, 2021 is made by and between NOVART DIGITAL, INC., a Delaware corporation ("Company") and the undersigned Subscriber of the Company's Common Stock under the terms and conditions of the Subscription Agreement dated \_\_\_\_\_, 2021 (the "Subscriber").

**RECITALS**

WHEREAS, upon the terms and subject to the conditions of the Subscription Agreement ("Subscription Agreement"), between the Subscriber and the Company, the Company has agreed to issue and sell to the Subscriber \_\_\_\_\_ (\_\_\_\_\_) shares (the "Subscription Shares") of its common stock, (the "Common Stock") for an aggregate investment price of \_\_\_\_\_ Dollars (US\$\_\_\_\_\_) (the "Registered Securities"); and

WHEREAS, to induce the Subscriber to execute and deliver the Subscription Agreement, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "Securities Act"), and applicable state securities laws with respect to the Registered Securities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Subscriber hereby agree as follows:

1. Definitions.

(a) As used in this Agreement, the following terms shall have the following meaning:

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- (i) "Subscription Date" means the date of this Agreement.
  - (ii) "Subscriber" has the meaning set forth in the preamble to this Agreement.
  - (iii) "Register," "registered" and "registration" refer to a registration effected by preparing and filing a Registration Statement or Statements in compliance with the Securities Act and pursuant to Rule 415 under the Securities Act or any successor rule providing for offering securities on a delayed or continuous basis ("Rule 415"), and the declaration or ordering of effectiveness of such Registration Statement by the United States Securities and Exchange Commission (the "SEC").
  - (iv) "Registered Securities" will have the same meaning as "Shares" as forth in the Subscription Agreement.
  - (v) "Registration Statement" means the Company's registration statement on Form S-1, or any similar registration statement of the Company filed with SEC under the Securities Act with respect to the Registered Securities.
  - (vi) "EDGAR" means the SEC's Electronic Data Gathering, Analysis and Retrieval System.
  - (vii) "Exchange Act" means the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations of the SEC thereunder, all as the same will then be in effect.
- (b) Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Subscription Agreement.
2. [RESERVED]
3. Obligation of the Company. In connection with the registration of the Registered Securities, the Company shall do each of the following:
- (a) Prepare promptly and file with the SEC within one hundred eighty (180) days after the date hereof, a Registration Statement with respect to not less than the maximum allowable under Rule 415 of Registered Securities, and thereafter use all commercially reasonable efforts to cause such Registration Statement relating to the Registered Securities to become effective within five (5) business days after notice from the Securities and Exchange Commission that such Registration Statement may be declared effective, and keep the Registration Statement effective at all times prior to the termination of the Subscription Agreement until the earliest of (i) the date that is three months after the completion of the last Closing Date under the Subscription Agreement, (ii) the date when the Subscriber may sell all Registered Securities under Rule 144 without volume limitations, or (iii) the date the Subscriber no longer owns any of the Registered Securities (collectively, the "Registration Period"), which Registration Statement (including any amendments or supplements, thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a 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;
  - (b) Prepare and file with the SEC such amendments (including post-effective amendments) and supplements to the Registration Statement and the prospectus used in connection with the Registration Statement as may be necessary to keep the Registration Statement effective at all times during the Registration Period, and to comply with the provisions of the Securities Act with respect to the disposition of all Registered Securities of the Company covered by the Registration Statement until the expiration of the Registration Period.
  - (c) With respect to the Registered Securities, permit counsel designated by Subscriber to review the Registration Statement and all amendments and supplements thereto a reasonable period of time (but not less than two (2) business days) prior to their filing with the SEC, and not file any document in a form to which such counsel reasonably objects.

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(d) As promptly as practicable after becoming aware of the following facts, the Company shall notify Subscriber and Subscriber's legal counsel identified to the Company and (if requested by any such person) confirm such notice in writing no later than one (1) business day thereafter (i): (A) when a prospectus or any prospectus supplement or post-effective amendment to the Registration Statement is filed; (B) with respect to the Registration Statement or any post-effective amendment, when the same has become effective; (ii) of the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement covering any or all of the Registered Securities or the initiation of any proceedings for that purpose; and (iii) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registered Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose.

(e) Unless available to the Subscriber without charge through EDGAR, the SEC's website or the Company's website, furnish to Subscriber, promptly after the same is prepared and publicly distributed, filed with the SEC, or received by the Company, one (1) copy of the Registration Statement, each preliminary prospectus and the prospectus, and each amendment or supplement thereto;

(f) Use all commercially reasonable efforts to (i) register and/or qualify the Registered Securities covered by the Registration Statement under such other securities or blue sky laws of such jurisdictions as the Subscriber may reasonably request and in which significant volumes of shares of Common Stock are traded, (ii) prepare and file in those jurisdictions such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof at all times during the Registration Period, (iii) take such other actions as may be necessary to maintain such registrations and qualification in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registered Securities for sale in such jurisdictions: provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (A) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(f), (B) subject itself to general taxation in any such jurisdiction, (C) file a general consent to service of process in any such jurisdiction, (D) provide any undertakings that cause more than nominal expense or burden to the Company or (E) make any change in its charter or by-laws or any then existing contracts, which in each case the Board of Directors of the Company determines to be contrary to the best interests of the Company and its stockholders;

(g) As promptly as practicable after becoming aware of such event, notify the Subscriber of the happening of any event of which the Company has knowledge, as a result of which the prospectus included in the Registration Statement, as then in effect, includes any untrue statement of a material fact or omits to state a 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 ("Registration Default"), and promptly prepare a supplement or amendment to the Registration Statement or other appropriate filing with the SEC to correct such untrue statement or omission, and take any other commercially reasonable steps to cure the Registration Default, and, unless available to the Subscriber without charge through EDGAR, the SEC's website or the Company's website, deliver a number of copies of such supplement or amendment to the Subscriber as the Subscriber may reasonably request.

(h) [INTENTIONALLY OMITTED];

(i) Use its commercially reasonable efforts, if eligible, either to (i) cause all the Registered Securities covered by the Registration Statement to be listed on a national securities exchange and on each additional national securities exchange on which securities of the same class or series issued by the Company are then listed, if any, if the listing of such Registered Securities is then permitted under the rules of such exchange, or (ii) secure designation of all the Registered Securities covered by the Registration Statement as a National Association of Securities Dealers Automated Quotations System ("Nasdaq") security within the meaning of Rule 11Aa2-1 of the SEC under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the quotation of the Registered Securities on the Nasdaq Capital Market; or if, despite the Company's commercially reasonable efforts to satisfy the preceding clause (i) or (ii), the Company is unsuccessful in doing so, to use its commercially reasonable efforts to secure authorization of the Financial Industry Regulatory Authority ("FINRA") and quotation for such Registered Securities on the over-the-counter bulletin board and, without limiting the generality of the foregoing;

(j) Provide a transfer agent for the Registered Securities not later than the Subscription Date under the

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Subscription Agreement;

(k) Cooperate with the Subscriber to facilitate the timely preparation and delivery of certificates for the Registered Securities to be offered pursuant to the Registration Statement and enable such certificates for the Registered Securities to be in such denominations or amounts as the case may be, as the Subscriber may reasonably request and registration in such names as the Subscriber may request; and, within five (5) business days after a Registration Statement which includes Registered Securities is ordered effective by the SEC, the Company shall deliver, and shall cause legal counsel selected by the Company to deliver, to the transfer agent for the Registered Securities (with copies to the Subscriber) an appropriate instruction and opinion of such counsel, if so required by the Company's transfer agent; and

(l) Take all other commercially reasonable actions necessary to expedite and facilitate distribution to the Subscriber of the Registered Securities pursuant to the Registration Statement.

4. Obligations of the Subscriber. In connection with the registration of the Registered Securities, the Subscriber shall have the following obligations;

(a) It shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement with respect to the Registered Securities of the Subscriber that the Subscriber shall timely furnish to the Company such information regarding itself, the Registered Securities held by it, and the intended method of disposition of the Registered Securities held by it, as shall be reasonably required to effect the registration of such Registered Securities and shall timely execute such documents in connection with such registration as the Company may reasonably request.

(b) The Subscriber by such Subscriber's acceptance of the Registered Securities agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of the Registration Statement hereunder; and

(c) The Subscriber agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(d)(ii) or (iii) or 3(g) above, the Subscriber will immediately discontinue disposition of Registered Securities pursuant to the Registration Statement covering such Registered Securities until the Subscriber receives the copies of the supplemented or amended prospectus contemplated by Section 3(d)(ii) or (iii) or 3(g) and, if so directed by the Company, the Subscriber shall deliver to the Company (at the expense of the Company) or destroy (and deliver to the Company a certificate of destruction) all copies in the Subscriber's possession, of the prospectus covering such Registered Securities current at the time of receipt of such notice.

5. Expenses of Registration. All reasonable expenses incurred in connection with registrations, filings or qualifications pursuant to Section 3, including, without limitation, all registration, listing, and qualifications fees, printers and accounting fees, the fees and disbursements of counsel for the Company shall be borne by the Company.

6. Indemnification. After Registered Securities are included in a Registration Statement under this Agreement:

(a) To the extent permitted by law, the Company will indemnify and hold harmless, the Subscriber, the directors, if any, of such Subscriber, the officers, if any, of such Subscriber, each person, if any, who controls the Subscriber within the meaning of the Securities Act or the Exchange Act (each, an "Indemnified Person"), against any losses, claims, damages, liabilities or expenses (joint or several) incurred (collectively, "Claims") to which any of them may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any post-effective amendment thereof or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus or contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission

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or alleged omission to state therein any material fact necessary to make the statements made therein, in the light of the circumstances under which the statements therein were made, not misleading or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation under the Securities Act, the Exchange Act or any state securities law (the matters in the foregoing clauses (i) through (iii) being collectively referred to as "Violations"). Subject to Section 6(b) hereof, the Company shall reimburse the Subscriber, promptly as such expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a) shall not (i) apply to any Claims arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Indemnified Person expressly for use in connection with the preparation of the Registration Statement or any such amendment thereof or supplement thereto, if such prospectus was timely made available by the Company pursuant to Section 3(b) hereof; (ii) with respect to any preliminary prospectus, inure to the benefit of any such person from whom the person asserting any such Claim purchased the Registered Securities that are the subject thereof (or to the benefit of any person controlling such person) if the untrue statement or omission of material fact contained in the preliminary prospectus was corrected in the prospectus, as then amended or supplemented, if such prospectus was timely made available by the Company pursuant to Section 3(b) hereof; (iii) be available to the extent such Claim is based on a failure of the Subscriber to deliver or cause to be delivered the prospectus made available by the Company; or (iv) apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld. The Subscriber will indemnify the Company, its officers, directors and agents (including legal counsel) against any claims arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company, by or on behalf of the Subscriber, expressly for use in connection with the preparation of the Registration Statement, subject to such limitations and conditions set forth in the previous sentence.

(b) Promptly after receipt by an Indemnified Person under this Section 6 of notice of the commencement of any action (including any governmental action), such Indemnified Person shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person, as the case may be; provided, however, that an Indemnified Person shall have the right to retain its own counsel with the reasonable fees and expenses to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person and any other party represented by such counsel in such proceeding. In such event, the Company shall pay for only one separate legal counsel for the Subscriber selected by the Subscriber. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action. The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as such expense, loss, damage or liability is incurred and is due and payable.

7. Contribution. To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that (a) no contribution shall be made under circumstances where the maker would not have been liable for indemnification under the fault standards set forth in Section 6; (b) no seller of Registered Securities guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any seller of Registered Securities who was not guilty of such fraudulent misrepresentation; and (c) contribution by any seller of Registered Securities shall be limited in amount to the net amount of proceeds received by such seller from the sale of such Registered Securities.

8. Reports under Exchange Act. With a view to making available to the Subscriber the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the SEC that may at any time permit

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the Subscriber to sell securities of the Company to the public without registration ("Rule 144"), the Company agrees to use its commercially reasonable efforts to:

- (a) make and keep public information available, as those terms are understood and defined in Rule 144;
- (b) following the effectiveness of its S-1, file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act for so long as the Company remains subject to such requirements, and the filing of such reports is required for sales under Rule 144;
- (c) furnish to the Subscriber so long as the Subscriber owns Registered Securities, promptly upon request, (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, (ii) unless available to the Subscriber without charge through EDGAR, the SEC's website or the Company's website, a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to permit the Subscribers to sell such securities pursuant to Rule 144 without registration; and
- (d) once the Company is subject to the mandatory reporting requirements of the Exchange Act, at the request of any Subscriber of Registered Securities, give its Transfer Agent instructions (supported by an opinion of Company counsel, if required or requested by the Transfer Agent) to the effect that, upon the Transfer Agent's receipt from such Subscriber of:

(i) a certificate (a "Rule 144 Certificate") certifying (A) that such Subscriber has held the shares of Registered Securities which the Subscriber proposes to sell (the "Securities Being Sold") for a period of not less than (6) months and (B) as to such other matters as may be appropriate in accordance with Rule 144 under the Securities Act, and

(ii) an opinion of counsel acceptable to the Company (for which purposes it is agreed that the initial Subscriber's counsel shall be deemed acceptable if such opinion is not given by Company counsel) that, based on the Rule 144 Certificate, Securities Being Sold may be sold pursuant to the provisions of Rule 144, even in the absence of an effective Registration Statement,

the Transfer Agent is to effect the transfer of the Securities Being Sold and issue to the buyer(s) or transferee(s) thereof one or more stock certificates representing the transferred Securities Being Sold without any restrictive legend and without recording any restrictions on the transferability of such shares on the Transfer Agent's books and records (except to the extent any such legend or restriction results from facts other than the identity of the Subscriber, as the seller or transferor thereof, or the status, including any relevant legends or restrictions, of the shares of the Securities Being Sold while held by the Subscriber). If the Transfer Agent requires any additional documentation at the time of the transfer, the Company shall deliver or cause to be delivered all such reasonable additional documentation as may be necessary to effectuate the issuance of an unlegended certificate.

9. Miscellaneous.

(a) Registered Owners. A person or entity is deemed to be a holder of Registered Securities whenever such person or entity owns of record such Registered Securities. If the Company receives conflicting instructions, notices or elections from two or more persons or entities with respect to the same Registered Securities, the Company shall act upon the basis of instructions, notice or election received from the registered owner of such Registered Securities.

(b) Rights Cumulative; Waivers. The rights of each of the parties under this Agreement are cumulative. The rights of each of the parties hereunder shall not be capable of being waived or varied other than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension

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or any variation of any such right.

(c) **Benefit; Successors Bound.** This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights, and benefits hereof, shall be binding upon, and shall inure to the benefit of, the undersigned parties and their successors.

(d) **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. There are no promises, agreements, conditions, undertakings, understandings, warranties, covenants or representations, oral or written, express or implied, between them with respect to this Agreement or the matters described in this Agreement, except as set forth in this Agreement and in the other documentation relating to the transactions contemplated by this Agreement. Any such negotiations, promises, or understandings shall not be used to interpret or constitute this Agreement.

(e) **Amendment.** Any provision of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and Subscriber. Any amendment or waiver affected in accordance with this Section 9 shall be binding upon the Company.

(f) **Severability.** Each part of this Agreement is intended to be severable. In the event that any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision shall be severed or modified to the extent necessary to render it enforceable and as so severed or modified, this Agreement shall continue in full force and effect.

(g) **Notices.** Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when personally delivered (by hand, by courier, by telephone line facsimile transmission, receipt confirmed, email or other means) or sent by certified mail, return receipt requested, properly addressed and with proper postage pre-paid (i) if to the Company, at its executive office and (ii) if to the Subscriber, at the address set forth under its name in the Subscription Agreement, with a copy to its designated attorney, or at such other address as each such party furnishes by notice given in accordance with this Section 9(g), and shall be effective, when personally delivered, upon receipt and, when so sent by certified mail, five (5) business days after deposit with the United States Postal Service.

(h) **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware without regard to the principles of conflicts of law. Each of the Company and Subscriber hereby submit to the exclusive jurisdiction of the United States Federal and state courts located in Delaware with respect to any dispute arising under this Agreement, the agreements entered into in connection herewith or the transactions contemplated hereby or thereby.

(i) **Consents.** The person signing this Agreement on behalf of each party hereby represents and warrants that he has the necessary power, consent and authority to execute and deliver this Agreement on behalf of that party.

(j) **Further Assurances.** In addition to the instruments and documents to be made, executed and delivered pursuant to this Agreement, the parties hereto agree to make, execute and deliver or cause to be made, executed and delivered, to the requesting party such other instruments and to take such other actions as the requesting party may reasonably require to carry out the terms of this Agreement and the transactions contemplated hereby.

(k) **Section Headings.** The Section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(l) **Construction.** Unless the context otherwise requires, when used herein, the singular shall be deemed to include the plural, the plural shall be deemed to include each of the singular, and pronouns of one or no gender shall be deemed to include the equivalent pronoun of the other or no gender.

(m) **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. This Agreement, once



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executed by a party, may be delivered to the other party hereto by email of a .pdf or telephone line facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement. A facsimile transmission or email of a .pdf of this signed Agreement shall be legal and binding on all parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

COMPANY:  
NOVART DIGITAL, INC.

By: \_\_\_\_\_  
Name: Max Khan  
Title: Director

SUBSCRIBER:

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