

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

**FORM C**

**UNDER THE SECURITIES ACT OF 1933**

(Mark one.)

- ☒ Form C: Offering Statement  
☐ Form C-U: Progress Update  
☐ Form C/A: Amendment to Offering Statement  
    ☐ Check box if Amendment is material and investors must reconfirm within five business days.  
☐ Form C-AR: Annual Report  
☐ Form C-AR/A: Amendment to Annual Report  
☐ Form C-TR: Termination of Reporting

***Name of issuer***

Fretch LLC

***Legal status of issuer***

***Form***

Limited Liability Company

***Jurisdiction of Incorporation/Organization***

New York

***Date of organization***

December 2, 2014

***Physical address of issuer***

160 Riverside Blvd, 30E, New York, NY 10069

***Website of issuer***

<http://www.fretch.co>

***Name of intermediary through which the Offering will be conducted***

OpenDeal Portal LLC, dba "Republic"

***CIK number of intermediary***

0001751525

***SEC file number of intermediary***

007-00167

**CRD number, if applicable, of intermediary**

283874

**Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the Offering amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the Offering, including the amount of referral and any other fees associated with the Offering**

6.0% of the amount raised

**Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest**

2% of the Securities being issued in this Offering

**Name of qualified third party "Escrow Agent" which the Offering will utilize**

Prime Trust, LLC

**Type of security offered**

Units of SAFE (Simple Agreement for Future Equity)

**Target number of Securities to be offered**

25,000

**Price (or method for determining price)**

\$1.00

**Target offering amount**

\$25,000.00

**Oversubscriptions accepted:**

☒ Yes

☐ No

**Oversubscriptions will be allocated:**

☐ Pro-rata basis

☒ First-come, first-served basis

☐ Other:

**Maximum offering amount (if different from target offering amount)**

\$1,070,000.00

**Deadline to reach the target offering amount**

April 30, 2019

**NOTE: If the sum of the investment commitments does not equal or exceed the target offering amount at the Offering deadline, no Securities will be sold in the Offering, investment commitments will be cancelled and committed funds will be returned.**

**Current number of employees**

0

	Most recent fiscal year-end	Prior fiscal year-end
<b>Total Assets</b>	\$126,690.00	\$26,612.00
<b>Cash &amp; Cash Equivalents</b>	\$22,069.00	\$15,409.00
<b>Accounts Receivable</b>	\$0.00	\$0.00
<b>Short-term Debt</b>	\$40,307.00	\$23,532.00
<b>Long-term Debt</b>	\$0.00	\$0.00
<b>Revenues/Sales</b>	\$611,780.00	\$365,455.00
<b>Cost of Goods Sold</b>	\$461,929.00	\$300,274.00
<b>Taxes Paid</b>	\$0.00	\$0.00
<b>Net Income</b>	\$59,135.00	\$19,513.00

***The jurisdictions in which the issuer intends to offer the Securities:***

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District Of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virgin Islands, U.S., Virginia, Washington, West Virginia, Wisconsin, Wyoming, American Samoa, and Northern Mariana Islands

**January 24, 2019**

**FORM C**

**Up to \$1,070,000.00**

**Fretch LLC**



**Units of SAFE (Simple Agreement for Future Equity)**

This Form C (including the cover page and all exhibits attached hereto, the "***Form C***") is being furnished by Fretch LLC, a New York Limited Liability Company (the "***Company***," as well as references to "we," "us," or "our"), to prospective investors for the sole purpose of providing certain information about a potential investment in Units of SAFE (Simple Agreement for Future Equity) of the Company (the "***Securities***"). Investors in Securities are sometimes referred to herein as "***Purchasers***." The Company intends to raise at least \$25,000.00 and up to \$1,070,000.00 from Investors in the offering of Securities described in this Form C (this "***Offering***"). The minimum amount of Securities that can be purchased is \$100.00 per Investor (which may be waived by the Company, in its sole and absolute discretion). The offer made hereby is subject to modification, prior sale and withdrawal at any time.

The rights and obligations of the holders of Securities of the Company are set forth below in the section entitled "*The Offering and the Securities--The Securities*". In order to purchase Securities, a prospective investor must complete the subscription process through the Intermediary's platform, which may be accepted or rejected by the Company, in its sole and absolute discretion. The Company has the right to cancel or rescind its offer to sell the Securities at any time and for any reason.

The Offering is being made through OpenDeal Portal LLC, dba "Republic" (the "**Intermediary**"). The Intermediary will be entitled to receive 2% of the Securities being issued in this Offering related to the purchase and sale of the Securities.

	Price to Investors	Service Fees and Commissions (1)	Net Proceeds
<b>Minimum Individual Purchase Amount</b>	\$100.00	\$6.00	\$94.00
<b>Aggregate Minimum Offering Amount</b>	\$25,000.00	\$1,500.00	\$23,500.00
<b>Aggregate Maximum Offering Amount</b>	\$1,070,000.00	\$64,200.00	\$1,005,800.00

- (1) The Company reserves the right to amend the Minimum Individual Purchase Amount in its sole discretion.  
(2) This excludes fees to Company's advisors, such as attorneys and accountants.  
(3) OpenDeal Portal LLC, dba "Republic" will receive 2% of the Securities being issued in this Offering in connection with the Offering.

**A crowdfunding investment involves risk. You should not invest any funds in this Offering unless you can afford to lose your entire investment. In making an investment decision, investors must rely on their own examination of the issuer and the terms of the Offering, including the merits and risks involved. These Securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document. The U.S. Securities and Exchange Commission does not pass upon the merits of any Securities offered or the terms of the Offering, nor does it pass upon the accuracy or completeness of any Offering document or other materials. These Securities are offered under an exemption from registration; however, neither the U.S. Securities and Exchange Commission nor any state securities authority has made an independent determination that these Securities are exempt from registration. The Company filing this Form C for an offering in reliance on Section 4(a)(6) of the Securities Act and pursuant to Regulation CF (§ 227.100 et seq.) must file a report with the Commission annually and post the report on its website at <http://www.fretch.co> no later than 120 days after the end of the company's fiscal year. The Company may terminate its reporting obligations in the future in accordance with Rule 202(b) of Regulation CF (§ 227.202(b)) by 1) being required to file reports under Section 13(a) or Section 15(d) of the Exchange Act of 1934, as amended, 2) filing at least one annual report pursuant to Regulation CF and having fewer than 300 holders of record, 3) filing annual reports for three years pursuant to Regulation CF and having assets equal to or less than \$10,000,000, 4) the repurchase of all the Securities sold in this Offering by the Company or another party, or 5) the liquidation or dissolution of the Company.**

The date of this Form C is January 24, 2019.

The Company has certified that all of the following statements are TRUE for the Company in connection with this Offering:

- (1) Is organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia;
- (2) Is not subject to the requirement to file reports pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d));
- (3) Is not an investment company, as defined in section 3 of the Investment Company Act of 1940 (15 U.S.C. 80a-3), or excluded from the definition of investment company by section 3(b) or section 3(c) of that Act (15 U.S.C. 80a-3(b) or 80a-3(c));
- (4) Is not ineligible to offer or sell securities in reliance on section 4(a)(6) of the Securities Act (15 U.S.C. 77d(a)(6)) as a result of a disqualification as specified in § 227.503(a);
- (5) Has filed with the Commission and provided to investors, to the extent required, any ongoing annual reports required by law during the two years immediately preceding the filing of this Form C; and
- (6) Has a specific business plan, which is not to engage in a merger or acquisition with an unidentified company or companies.

THERE ARE SIGNIFICANT RISKS AND UNCERTAINTIES ASSOCIATED WITH AN INVESTMENT IN THE COMPANY AND THE SECURITIES. THE SECURITIES OFFERED HEREBY ARE NOT PUBLICLY-TRADED AND ARE SUBJECT TO TRANSFER RESTRICTIONS. THERE IS NO PUBLIC MARKET FOR THE SECURITIES AND ONE MAY NEVER DEVELOP. AN INVESTMENT IN THE COMPANY IS HIGHLY SPECULATIVE. THE SECURITIES SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AND WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE THE SECTION OF THIS FORM C ENTITLED "RISK FACTORS."

THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK THAT MAY NOT BE APPROPRIATE FOR ALL INVESTORS.

THIS FORM C DOES NOT CONSTITUTE AN OFFER IN ANY JURISDICTION IN WHICH AN OFFER IS NOT PERMITTED.

PRIOR TO CONSUMMATION OF THE PURCHASE AND SALE OF ANY SECURITY THE COMPANY WILL AFFORD PROSPECTIVE INVESTORS AN OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY AND ITS MANAGEMENT CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND THE COMPANY. NO SOURCE OTHER THAN THE INTERMEDIARY HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS FORM C, AND IF GIVEN OR MADE BY ANY OTHER SUCH PERSON OR ENTITY, SUCH INFORMATION MUST NOT BE RELIED ON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS FORM C AS LEGAL, ACCOUNTING OR TAX ADVICE OR AS INFORMATION NECESSARILY APPLICABLE TO EACH PROSPECTIVE INVESTOR'S PARTICULAR FINANCIAL SITUATION. EACH INVESTOR SHOULD CONSULT HIS OR HER OWN FINANCIAL ADVISER, COUNSEL AND ACCOUNTANT AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING HIS OR HER INVESTMENT.

THE SECURITIES OFFERED HEREBY WILL HAVE TRANSFER RESTRICTIONS. NO SECURITIES MAY BE PLEDGED, TRANSFERRED, RESOLD OR OTHERWISE DISPOSED OF BY ANY INVESTOR EXCEPT PURSUANT TO RULE 501 OF

REGULATION CF. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

### **NASAA UNIFORM LEGEND**

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY ISSUING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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

IF THE INVESTOR LIVES OUTSIDE THE UNITED STATES, IT IS THE INVESTOR'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN INVESTOR.

### **SPECIAL NOTICE TO CANADIAN INVESTORS**

IF THE INVESTOR LIVES WITHIN CANADA, IT IS THE INVESTOR'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF A CANADA, SPECIFICALLY WITH REGARD TO THE TRANSFER AND RESALE OF ANY SECURITIES ACQUIRED IN THIS OFFERING.

### **NOTICE REGARDING ESCROW AGENT**

PRIMETRUST, LLC, THE ESCROW AGENT SERVICING THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

### ***Forward Looking Statement Disclosure***

*This Form C and any documents incorporated by reference herein or therein contain forward-looking statements and are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this*

*Form C are forward-looking statements. Forward-looking statements give the Company's current reasonable expectations and projections relating to its financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "may," "should," "can have," "likely" and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.*

*The forward-looking statements contained in this Form C and any documents incorporated by reference herein or therein are based on reasonable assumptions the Company has made in light of its industry experience, perceptions of historical trends, current conditions, expected future developments and other factors it believes are appropriate under the circumstances. As you read and consider this Form C, you should understand that these statements are not guarantees of performance or results. They involve risks, uncertainties (many of which are beyond the Company's control) and assumptions. Although the Company believes that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect its actual operating and financial performance and cause its performance to differ materially from the performance anticipated in the forward-looking statements. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect or change, the Company's actual operating and financial performance may vary in material respects from the performance projected in these forward-looking statements.*

*Any forward-looking statement made by the Company in this Form C or any documents incorporated by reference herein or therein speaks only as of the date of this Form C. Factors or events that could cause our actual operating and financial performance to differ may emerge from time to time, and it is not possible for the Company to predict all of them. The Company undertakes no obligation to update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.*

### ***Disclaimer of Television Presentation***

The Company's officers may participate in the filming of a television series and in the course of the filming, may present certain business information to the investor panel appearing on the show (the "Presentation"). The Company will not pass upon the merits of, certify, approve, or otherwise authorize the statements made in the Presentation. The Presentation commentary being made should not be viewed as superior or a substitute for the disclosures made in this Form-C. Accordingly, the statements made in the Presentation, unless reiterated in the offering materials provided herein, should not be applied to the Company's business and operations as of the date of this offering. Moreover, the Presentation may involve several statements constituting puffery, that is, exaggerations not to be taken literally or otherwise as indication of factual data or historical or future performance.



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## **ONGOING REPORTING**

After the first sale of Securities in this Offering, the Company will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than 120 days after the end of the company's fiscal year.

Once posted, the annual report may be found on the Company's website at: <http://www.fretch.co>

The Company must continue to comply with the ongoing reporting requirements until:

- (1) the Company is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;
- (2) the Company has filed at least three annual reports pursuant to Regulation CF and has total assets that do not exceed \$10,000,000;
- (3) the Company has filed at least one annual report pursuant to Regulation CF and has fewer than 300 holders of record;
- (4) the Company or another party repurchases all of the Securities issued in reliance on Section 4(a)(6) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or
- (5) the Company liquidates or dissolves its business in accordance with state law.

## **About this Form C**

You should rely only on the information contained in this Form C. We have not authorized anyone to provide you with information different from that contained in this Form C. We are offering to sell, and seeking offers to buy the Securities only in jurisdictions where offers and sales are permitted. You should assume that the information contained in this Form C is accurate only as of the date of this Form C, regardless of the time of delivery of this Form C or of any sale of Securities. Our business, financial condition, results of operations, and prospects may have changed since that date.

Statements contained herein as to the content of any agreements or other document are summaries and, therefore, are necessarily selective and incomplete and are qualified in their entirety by the actual agreements or other documents. The Company will provide the opportunity to ask questions of and receive answers from the Company's management concerning terms and conditions of the Offering, the Company or any other relevant matters and any additional reasonable information to any prospective Investor prior to the consummation of the sale of the Securities.

This Form C does not purport to contain all of the information that may be required to evaluate the Offering and any recipient hereof should conduct its own independent analysis. The statements of the Company contained herein are based on information believed to be reliable. No warranty can be made as to the accuracy of such information or that circumstances have not changed since the date of this Form C. The Company does not expect to update or otherwise revise this Form C or other materials supplied herewith. The delivery of this Form C at any time does not imply that the information contained herein is correct as of any time subsequent to the date of this Form C. This Form C is submitted in connection with the Offering described herein and may not be reproduced or used for any other purpose.

## **SUMMARY**

The following summary is qualified in its entirety by more detailed information that may appear elsewhere in this Form C and the Exhibits hereto. Each prospective Investor is urged to read this Form C and the Exhibits hereto in their entirety.

Fretch LLC (the "Company") is a New York Limited Liability Company, formed on December 2, 2014.

The Company is located at 160 Riverside Blvd, 30E, New York, NY 10069.

The Company's website is <http://www.fretch.co>.

The information available on or through our website is not a part of this Form C. In making an investment decision with respect to our Securities, you should only consider the information contained in this Form C.

### **The Business**

End-customers place online orders for groceries and produce, which the Company procures, packages, and delivers to them.

### **The Offering**

<b>Minimum amount of Units of SAFE (Simple Agreement for Future Equity) being offered</b>	25,000
<b>Total Units of SAFE (Simple Agreement for Future Equity) outstanding after Offering (if minimum amount reached)</b>	25,000*
<b>Maximum amount of Units of SAFE (Simple Agreement for Future Equity)</b>	1,070,000
<b>Total Units of SAFE (Simple Agreement for Future Equity) outstanding after Offering (if maximum amount reached)</b>	1,070,000*
<b>Purchase price per Security</b>	\$1.00
<b>Minimum investment amount per investor</b>	\$100.00
<b>Offering deadline</b>	April 30, 2019
<b>Use of proceeds</b>	See the description of the use of proceeds on page 26 hereof.
<b>Voting Rights</b>	See the description of the voting rights on page 36 hereof.

The price of the Securities has been determined by the Company and does not necessarily bear any relationship to the assets, book value, or potential earnings of the Company or any other recognized criteria or value.

## **RISK FACTORS**

### **Risks Related to the Company's Business and Industry**

***Manufacturing or design defects, unanticipated use of any of the food products or their packaging, as manufactured by third-parties and sold by us, or inadequate disclosure of risks relating to the use of such products or their packaging can lead to injury or other adverse events.***

These events could lead to recalls or safety alerts relating to such products (either voluntary or required by governmental authorities) and could result, in certain cases, in the removal of concerned product(s) from the market. Any recall could result in significant costs as well as negative publicity that could reduce demand for such products and our services related to their sale. Personal injuries relating to the use of such products can also result in product liability claims, partially or fully, being brought against us. In some circumstances, such adverse events could also cause delays in introducing new products.

***The use of individually identifiable data by our business, our business associates and third parties is regulated at the state, federal and international levels.***

Costs associated with information security – such as investment in technology, the costs of compliance with consumer protection laws and costs resulting from consumer fraud – could cause our business and results of operations to suffer materially. Additionally, the success of our online operations depends upon the secure transmission of confidential information over public networks, including the use of cashless payments. The intentional or negligent actions of employees, business associates or third parties may undermine our security measures. As a result, unauthorized parties may obtain access to our data systems and misappropriate confidential data. There can be no assurance that advances in computer capabilities, new discoveries in the field of cryptography or other developments will prevent the compromise of our customer transaction processing capabilities and personal data. If any such compromise of our security or the security of information residing with our business associates or third parties were to occur, it could have a material adverse effect on our reputation, operating results and financial condition. Any compromise of our data security may materially increase the costs we incur to protect against such breaches and could subject us to additional legal risk.

***We are subject to income taxes as well as non-income based taxes, such as payroll, sales, use, value-added, net worth, property and goods and services taxes, in the U.S.***

Significant judgment is required in determining our provision for income taxes and other tax liabilities. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. Although we believe that our tax estimates are reasonable: (i) there is no assurance that the final determination of tax audits or tax disputes will not be different from what is reflected in our income tax provisions, expense amounts for non-income based taxes and accruals and (ii) any material differences could have an adverse effect on our financial position and results of operations in the period or periods for which determination is made.

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

We do not have the internal infrastructure necessary, and are not required, to complete an attestation about our financial controls that would be required under Section 404 of the Sarbanes-Oxley Act of 2002. There can be no assurance that there are no significant deficiencies or

material weaknesses in the quality of our financial controls. We expect to incur additional expenses and diversion of management's time if and when it becomes necessary to perform the system and process evaluation, testing and remediation required in order to comply with the management certification and auditor attestation requirements.

***Reductions in sales of our products will have an adverse effect on our profitability and ability to generate cash to fund our business plan.***

The following factors, among others, could affect continued market acceptance and profitability of our products:

- the introduction of competitive products;
- changes in consumer preferences among ethnic food products;
- changes in consumer eating and snacking habits, including trends away from certain categories, including major allergen-free, gluten-free and non-GMO products;
- changes in awareness of the social effects of farming and food production;
- changes in consumer perception about trendy snack products;
- changes in consumer perception regarding the healthfulness of our products;
- the level and effectiveness of our sales and marketing efforts;
- any unfavorable publicity regarding ethnic products or similar products;
- any unfavorable publicity regarding our brand;
- litigation or threats of litigation with respect to our products;
- the price of our products relative to other competing products;
- price increases resulting from rising commodity costs;
- any changes in government policies and practices related to our products, labeling and markets;
- regulatory developments affecting the manufacturing, labeling, marketing or use of our products;
- new science or research that disputes the healthfulness of our products; and
- adverse decisions or rulings limiting our ability to promote the benefits of popcorn products.

Adverse developments with respect to the sale of our products would significantly reduce our net sales and profitability and have a material adverse effect on our ability to maintain profitability and achieve our business plan.

***Security breaches and other disruptions could compromise our information and expose us to liability, which would cause our business and reputation to suffer.***

We collect and store sensitive data, including intellectual property, our proprietary business information and that of our customers, suppliers and business partners, and personally

identifiable information of our customers and employees, in our data centers and on our networks. The secure processing, maintenance and transmission of this information is critical to our operations and business strategy. Despite our security measures, our information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise our networks and the information stored there could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, and regulatory penalties, disrupt our operations and the services we provide to customers, and damage our reputation, and cause a loss of confidence in our products and services, which could adversely affect our business/operating margins, revenues and competitive position.

The secure processing, maintenance and transmission of this information is critical to our operations and business strategy, and we devote significant resources to protecting our information by continuously investing in software and business processes reviews and upgrades. The expenses associated with protecting our information/ these steps could reduce our operating margins.

***Although dependent on certain key personnel, the Company does not have any key man life insurance policies on any such people.***

The Company is dependent on Naresh Mulchandani and Yogesh Lal in order to conduct its operations and execute its business plan, however, the Company has not purchased any insurance policies with respect to those individuals in the event of their death or disability. Therefore, if any of Naresh Mulchandani and Yogesh Lal die or become disabled, the Company will not receive any compensation to assist with such person's absence. The loss of such person could negatively affect the Company and its operations.

***Demography of our clientele is, by nature and as per the core business model, more ethnically skewed than that of other businesses.***

We are in the business of selling ethnic food products. The demand for such food products is dominated by ethnic communities who are native consumers of these ethnic food products. The demand of our products and services is therefore highly correlated to, and affected, positively or negatively, by immigration trends, demographic shifts, and purchasing capacity of specific ethnicities in the geographical region of our operation.

***In general, demand for our products and services is highly correlated with general economic conditions.***

A substantial portion of our revenue is derived from discretionary spending by individuals, which typically falls during times of economic instability. Declines in economic conditions in the U.S. or in other countries in which we operate may adversely impact our consolidated financial results. Because such declines in demand are difficult to predict, we or the industry may have increased excess capacity as a result. An increase in excess capacity may result in declines in prices for our products and services.

***Failure by our transportation providers to deliver our products on time or at all could result in lost sales.***

We currently rely upon third-party transportation providers for a significant portion of our product shipments. Our utilization of delivery services for shipments is subject to risks, including increases in fuel prices, which would increase our shipping costs, and employee strikes and

inclement weather, which may impact the ability of providers to provide delivery services that adequately meet our shipping needs. We may, from time to time, change third-party transportation providers, and we could therefore face logistical difficulties that could adversely affect deliveries. We may not be able to obtain terms as favorable as those we receive from the third-party transportation providers that we currently use or may incur additional costs, which in turn would increase our costs and thereby adversely affect our operating results.

***Fluctuations in the mix of customer demand for our various types of solution offerings could impact our financial performance and ability to forecast performance.***

Due to fluctuations in customer needs, changes in customer industries, and general economic conditions, customer demand for the range of our offerings varies from time to time and is not predictable. In addition, our gross margins vary by customer and by segment and the mix of services provided to our customers could impact our results of operations as certain of our customers and segments have different gross margin profiles. Generally, the profitability of an account increases over time. As a result, the mix of solutions we provide to our customers varies at any given time, both within a quarter and from quarter-to-quarter. These variations in service mix impact gross margins and the predictability of gross margins for any period. You should not rely on the results of any one quarter as an indication of our future performance.

***Our operating results may fluctuate due to factors that are difficult to forecast and not within our control.***

Our past operating results may not be accurate indicators of future performance, and you should not rely on such results to predict our future performance. Our operating results have fluctuated significantly in the past, and could fluctuate in the future. Factors that may contribute to fluctuations include:

- \* changes in aggregate capital spending, cyclicalities and other economic conditions, or domestic and international demand in the industries we serve;
- \* our ability to effectively manage our working capital;
- \* our ability to satisfy consumer demands in a timely and cost-effective manner;
- \* pricing and availability of labor and materials;
- \* our inability to adjust certain fixed costs and expenses for changes in demand;
- \* shifts in geographic concentration of customers, supplies and labor pools; and
- \* seasonal fluctuations in demand and our revenue.

***Demand for and pricing of our products are subject to economic conditions and other factors present in the various markets where the products are sold.***

Demand for our products is subject to the level of consumer demand for the e-commerce based sale and delivery of ethnic groceries and produce. The level of new our products and services is cyclical, affected by such factors as general economic conditions, interest rates and availability of credit, consumer confidence, patterns of consumer spending, fuel cost and vehicle replacement cycle. Consumer preferences also impact the demand for our products and services

purchases. A decrease in demand due to any of these factors would have a negative effect on our business and operations.

***We may be adversely affected by cyclicalities, volatility or an extended downturn in the United States or worldwide economy, or in or related to the industries we serve.***

Our revenues are generated primarily from servicing customers seeking to hire qualified professionals in the technology, healthcare, and the finance industry. Demand for these professionals tends to be tied to economic and business cycles. Increases in the unemployment rate, specifically in the technology, healthcare, finance and other vertical industries we serve, cyclicalities or an extended downturn in the economy could cause our revenues to decline. Therefore, our operating results, business and financial condition could be significantly harmed by an extended economic downturn or future downturns, especially in regions or industries where our operations are heavily concentrated. Further, we may face increased pricing pressures during such periods as customers seek to use lower cost or fee services, which may adversely affect our financial condition and results of operations.

***We depend on third party providers, suppliers and licensors to supply some of the hardware, software and operational support necessary to provide some of our services.***

We obtain these materials from a limited number of vendors, some of which do not have a long operating history, or which may not be able to continue to supply the equipment and services we desire. Some of our hardware, software and operational support vendors represent our sole source of supply or have, either through contract or as a result of intellectual property rights, a position of some exclusivity. If demand exceeds these vendors' capacity or if these vendors experience operating or financial difficulties or are otherwise unable to provide the equipment or services we need in a timely manner, at our specifications and at reasonable prices, our ability to provide some services might be materially adversely affected, or the need to procure or develop alternative sources of the affected materials or services might delay our ability to serve our customers. These events could materially and adversely affect our ability to retain and attract customers, and have a material negative impact on our operations, business, financial results and financial condition.

***As a distributor of food products, our business depends on developing and maintaining close and productive relationships with our vendors.***

We depend on our vendors to sell us quality products at favorable prices. Many factors outside our control, including, without limitation, raw material shortages, inadequate manufacturing capacity, labor disputes, transportation disruptions or weather conditions, could adversely affect our vendors' ability to deliver to us quality merchandise at favorable prices in a timely manner. Furthermore, financial or operational difficulties with a particular vendor could cause that vendor to increase the cost of the products or decrease the quality of the products we purchase from it. Vendor consolidation could also limit the number of suppliers from which we may purchase products and could materially affect the prices we pay for these products. We would suffer an adverse impact if our vendors limit or cancel the return privileges that currently protect us from inventory obsolescence.

***We plan to implement new lines of business or offer new products and services within existing lines of business.***

There are substantial risks and uncertainties associated with these efforts, particularly in instances where the markets are not fully developed. In developing and marketing new lines of business and/or new products and services, we may invest significant time and resources. Initial



timetables for the introduction and development of new lines of business and/or new products or services may not be achieved and price and profitability targets may not prove feasible. We may not be successful in introducing new products and services in response to industry trends or developments in technology, or those new products may not achieve market acceptance. As a result, we could lose business, be forced to price products and services on less advantageous terms to retain or attract clients, or be subject to cost increases. As a result, our business, financial condition or results of operations may be adversely affected.

***If, for any reason, our brand or reputation is damaged, the attractive characteristics that we offer may diminish, which could diminish the value of our business.***

We are currently an attractive brand for our customers because our products are high quality and generate a high level of sales at a premium margin relative to their shelf space. This is due to both our premium price point and our sales velocity. If our brand or reputation is damaged for any reason, consumers may no longer be willing to pay a premium price for our products and we may no longer be able to generate a high sales velocity at our then-current prices. If we no longer offer these characteristics, our customers may decrease their orders of our products, which could have an adverse effect on our business and results of operations.

***The Company's success depends on the experience and skill of the board of directors, its executive officers and key employees.***

In particular, the Company is dependent on Naresh Mulchandani and Yogesh Lal who are CEO, 12/02/2014, Current and COO, 05/18/2017, Current of the Company. The Company has or intends to enter into employment agreements with Naresh Mulchandani and Yogesh Lal although there can be no assurance that it will do so or that they will continue to be employed by the Company for a particular period of time. The loss of Naresh Mulchandani and Yogesh Lal or any member of the board of directors or executive officer could harm the Company's business, financial condition, cash flow and results of operations.

***The Company has indicated that it has engaged in certain transactions with related persons.***

Please see the section of this Memorandum entitled "Transactions with Related Persons and Conflicts of Interest" for further details.

***We are dependent on third-party suppliers for key raw materials, packaging materials and production inputs, and our use of natural ingredients exposes us to weather and crop reliability.***

We purchase the raw materials used in the brewing of our beers, including barley, hops, malt, and other ingredients, and the distilling of our spirits from a number of domestic and foreign third-party suppliers. The demand for hops grown in the United States has increased due to the success and growth of craft brewers and the popularity of beer styles that include hops grown in the United States. Certain U.S. hops are in limited supply and prices have risen for both spot purchases and forward contract pricing, accordingly. The beer industry has faced hops shortages in the past, during which times other beer companies with greater financial resources than us purchased large quantities of hops, and our industry could face shortages again in the future. In addition, hops and malt are agricultural products and therefore many outside factors, including weather conditions, farmers rotating out of hops or barley to other crops, pests, government regulations and legislation affecting agriculture, could affect quality, price and supply. We are exposed to the quality of the barley crop each year, and significant failure of a crop would adversely affect our costs.

***If we fail to attract and retain enough sufficiently trained customer service associates and other personnel to support our operations, our business and results of operations will be seriously harmed.***

We rely on customer service associates, and our success depends to a significant extent on our ability to attract, hire, train and retain qualified customer service associates. Companies in our industry, including us, experience high employee attrition. Our attrition rate for our customer service associates who remained with us following a 90-day training and orientation period was on average approximately 5% per month. A significant increase in the attrition rate among our customer service associates could decrease our operating efficiency and productivity. Our failure to attract, train and retain customer service associates with the qualifications necessary to fulfill the needs of our existing and future clients would seriously harm our business and results of operations.

***Our future business, results of operations and financial condition may be adversely affected by reduced availability of our core ingredients.***

Our ability to ensure a continuing supply of our core ingredients at competitive prices depends on many factors beyond our control, such as the number and size of farms that grow crops, poor harvests, changes in national and world economic conditions and our ability to forecast our ingredient requirements. The several ingredients used in our products are vulnerable to adverse weather conditions and natural disasters, such as floods, droughts, frosts, earthquakes, hurricanes and pestilences. Adverse weather conditions and natural disasters can lower crop yields and reduce crop size and quality, which in turn could reduce the available supply of our core ingredients. If supplies of our core ingredients are reduced or there is greater demand for such ingredients, from us and others, we may not be able to obtain sufficient supply on favorable terms, or at all, which could impact our ability to supply products to distributors and retailers.

***We may rely on subcontractors and partners to provide customers with a single-source solution or we may serve as a subcontractor to a third party prime contractor.***

From time to time, we may engage subcontractors, teaming partners or other third parties to provide our customers with a single-source solution for a broader range of service needs. Similarly, we are and may in the future be engaged as a subcontractor to a third party prime contractor. Subcontracting arrangements pose unique risks to us because we do not have control over the customer relationship, and our ability to generate revenue under the subcontract is dependent on the prime contractor, its performance and relationship with the customer and its relationship with us. While we believe that we perform appropriate due diligence on our prime contractors, subcontractors and teaming partners and that we take adequate measures to ensure that they comply with the appropriate laws and regulations, we cannot guarantee that those parties will comply with the terms set forth in their agreements with us (or in the case of a prime contractor, their agreement with the customer), or that they will be reasonable in construing their contractual rights and obligations, always act appropriately in dealing with us or customers, provide adequate service, or remain in compliance with the relevant laws, rules or regulations. We may have disputes with our prime contractors, subcontractors, teaming partners or other third parties arising from the quality and timeliness of work being performed, customer concerns, contractual interpretations or other matters. We may be exposed to liability if we lose or terminate a subcontractor or teaming partner due to a dispute, and subsequently have difficulty engaging an appropriate replacement or otherwise performing their functions in-house, such that we fail to fulfill our contractual obligations to our customer. In the event a prime contract, under which we serve as a subcontractor, is terminated, whether for non-performance by the prime contractor or otherwise, then our subcontract will similarly terminate and we could face

contractual liability and the resulting contract loss could adversely affect our business and results of operations.

***We depend on third-party service providers and outsource providers for a variety of services and we outsource a number of our non-core functions and operations.***

In certain instances, we rely on single or limited service providers and outsourcing vendors nationally because the relationship is advantageous due to quality, price, or lack of alternative sources. If production or service was interrupted and we were not able to find alternate third-party providers, we could experience disruptions in manufacturing and operations including product shortages, higher freight costs and re-engineering costs. If outsourcing services are interrupted or not performed or the performance is poor, this could impact our ability to process, record and report transactions with our customers and other constituents. Such interruptions in the provision of supplies and/or services could result in our inability to meet customer demand, damage our reputation and customer relationships and adversely affect our business.

***One of the potential risks we face in the distribution of our products is liability resulting from counterfeit or tainted products infiltrating the supply chain.***

Because we source ingredients from various sources, we rely on various suppliers and their quality control measures. While we have procedures to maintain the highest quality levels in our products, we may be subject to faulty, spoiled or tainted ingredients or components in our products, which would negatively affect our products and our customers' experience with them and could decrease customer demand for our products. In addition, if there are serious illness or injury due to our products, there can be no assurance that the insurance coverage we maintain is sufficient or will be available in adequate amounts or at a reasonable cost, or that indemnification agreements will provide us with adequate protection.

***Quality management plays an essential role in determining and meeting customer requirements, preventing defects, improving the Company's products and services and maintaining the integrity of the data that supports the safety and efficacy of our products.***

Our future success depends on our ability to maintain and continuously improve our quality management program. An inability to address a quality or safety issue in an effective and timely manner may also cause negative publicity, a loss of customer confidence in us or our current or future products, which may result in the loss of sales and difficulty in successfully launching new products. In addition, a successful claim brought against us in excess of available insurance or not covered by indemnification agreements, or any claim that results in significant adverse publicity against us, could have an adverse effect on our business and our reputation.

***We rely on other companies to provide raw materials and basic ingredients for our products.***

We depend on these suppliers and subcontractors to meet our contractual obligations to our customers and conduct our operations. Our ability to meet our obligations to our customers may be adversely affected if suppliers or subcontractors do not provide the agreed-upon supplies or perform the agreed-upon services in compliance with customer requirements and in a timely and cost-effective manner. Likewise, the quality of our products may be adversely impacted if companies to whom we delegate manufacture of major components or subsystems for our products, or from whom we acquire such items, do not provide raw materials and basic ingredients which meet required specifications and perform to our and our customers' expectations. Our suppliers may be less likely than us to be able to quickly recover from natural disasters and other events beyond their control and may be subject to additional risks such as financial problems that limit their ability to conduct their operations. The risk of these adverse

effects may be greater in circumstances where we rely on only one or two subcontractors or suppliers for a particular raw material or ingredient.

***We rely, in part, on our third-party manufacturers to maintain the quality of our products.***

The failure or inability of these manufacturers to comply with the specifications and requirements of our products could result in product recall and could adversely affect our reputation. Our third-party manufacturers are required to maintain the quality of our products and to comply with our product specifications and requirements for certain certifications. Our third-party manufacturers are also required to comply with all federal, state and local laws with respect to food safety. However, our third-party manufacturers may not continue to produce products that are consistent with our standards or that are in compliance with applicable laws, and we cannot guarantee that we will be able to identify instances in which our third-party co-manufacturer fails to comply with our standards or applicable laws. Any such failure, particularly if it is not identified by us, could harm our brand and reputation as well as our customer relationships. We would have these same issues with any new co-manufacturer, and they may be exacerbated due to the newness of the relationship. The failure of any manufacturer to produce products that conform to our standards could materially and adversely affect our reputation in the marketplace and result in product recalls, product liability claims and severe economic loss.

***As a food production company, all of our products must be compliant with regulations by the Food and Drug Administration (FDA).***

We must comply with various FDA rules and regulations, including those regarding product manufacturing, food safety, required testing and appropriate labeling of our products. It is possible that regulations by the FDA and its interpretation thereof may change over time. As such, there is a risk that our products could become non-compliant with the FDA's regulations and any such non-compliance could harm our business.

***Ingredient and packaging costs are volatile and may rise significantly, which may negatively impact the profitability of our business.***

We purchase large quantities of raw materials, including ingredients such as almonds, almond flour, sunflower oil, spices, and seasonings. In addition, we purchase and use significant quantities of film, paper, plastic sheeting and corrugate to package our products. In recent periods, the prices of almonds, sunflower oil and fuel have been priced above or below their respective averages and we have realized some exposure to profitability from these price variances in the form of reduced cost of goods sold and resulting higher gross profit margins. Costs of ingredients and packaging are volatile and can fluctuate due to conditions that are difficult to predict, including global competition for resources, weather conditions, natural or man-made disasters, consumer demand and changes in governmental trade and agricultural programs. As such, any material upward movement in raw materials pricing could negatively impact our margins, if we are not able to pass these costs on to our customers, or sales if we are forced to increase our prices, which would adversely affect our business, results of operations and financial condition.

## **Risks Related to the Securities**

***When forecasting the hypothetical value of their holdings in different liquidity event scenarios, Investors should consider the overall valuation of the Company in addition to their individual return.***

Due to the nature of the discount rate of the Security, when forecasting the hypothetical value of their holdings in different liquidity event scenarios, Investors should consider the overall valuation of the Company in addition to their individual return. In a liquidity event in which the value of an Investor's stake is determined by the discount method (that being situations where applying the Valuation Cap results in a lower return for such Investor), the Investor's individual return will be the same regardless of the Company's valuation. As an example, a \$1,000-dollar investment in Crowd SAFE units of a hypothetical company with a discount of 20% and a valuation cap of \$10 million would result in a \$250 return upon a liquidity event in which the company is valued at either \$5 million or \$10 million. However, Investors should consider that an ownership stake in a higher-valued company is generally preferable to an ownership stake with the same absolute value in a lower-valued company. The higher-valued company will have been assessed by the market to be worth more and will have additional funding with which to pursue its goals and is therefore more likely to produce greater returns to the Investor over the longer term.

***The Securities do not accrue interest or otherwise compensate Investors for the period in which the Company uses proceeds from the Offering.***

The Securities will accrue no interest and have no maturity date. Therefore, Investors will not be compensated for the time in which the Company uses the proceeds from the Offering before a possible Equity Financing or Liquidity Event that could result in the conversion of the Security, to the benefit of the Investor.

***The Securities will not be freely tradable until one year from the initial purchase date. Although the Securities may be tradable under federal securities law, state securities regulations may apply and each Purchaser should consult with his or her attorney.***

You should be aware of the long-term nature of this investment. There is not now and likely will not be a public market for the Securities. Because the Securities have not been registered under the Securities Act or under the securities laws of any state or non-United States jurisdiction, the Securities have transfer restrictions and cannot be resold in the United States except pursuant to Rule 501 of Regulation CF. It is not currently contemplated that registration under the Securities Act or other securities laws will be effected. Limitations on the transfer of the Securities may also adversely affect the price that you might be able to obtain for the Securities in a private sale. Purchasers should be aware of the long-term nature of their investment in the Company. Each Purchaser in this Offering will be required to represent that it is purchasing the Securities for its own account, for investment purposes and not with a view to resale or distribution thereof.

***Neither the Offering nor the Securities have been registered under federal or state securities laws, leading to an absence of certain regulation applicable to the Company.***

No governmental agency has reviewed or passed upon this Offering, the Company or any Securities of the Company. The Company also has relied on exemptions from securities registration requirements under applicable state securities laws. Investors in the Company, therefore, will not receive any of the benefits that such registration would otherwise provide. Prospective investors must therefore assess the adequacy of disclosure and the fairness of the terms of this Offering on their own or in conjunction with their personal advisors.

***No Guarantee of Return on Investment***

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

***A majority of the Company is owned by a small number of owners.***

Prior to the Offering the Company's current owners of 20% or more beneficially own up to 98.4% of the Company. Subject to any fiduciary duties owed to our other owners or investors under New York law, these owners may be able to exercise significant influence over matters requiring owner approval, including the election of directors or managers and approval of significant Company transactions, and will have significant control over the Company's management and policies. Some of these persons may have interests that are different from yours. For example, these owners may support proposals and actions with which you may disagree. The concentration of ownership could delay or prevent a change in control of the Company or otherwise discourage a potential acquirer from attempting to obtain control of the Company, which in turn could reduce the price potential investors are willing to pay for the Company. In addition, these owners could use their voting influence to maintain the Company's existing management, delay or prevent changes in control of the Company, or support or reject other management and board proposals that are subject to owner approval.

***The Company has the right to extend the Offering deadline.***

The Company may extend the Offering deadline beyond what is currently stated herein. This means that your investment may continue to be held in escrow while the Company attempts to raise the Minimum Amount even after the Offering deadline stated herein is reached. Your investment will not be accruing interest during this time and will simply be held until such time as the new Offering deadline is reached without the Company receiving the Minimum Amount, at which time it will be returned to you without interest or deduction, or the Company receives the Minimum Amount, at which time it will be released to the Company to be used as set forth herein. Upon or shortly after release of such funds to the Company, the Securities will be issued and distributed to you.

***There is no present market for the Securities and we have arbitrarily set the price.***

We have arbitrarily set the price of the Securities with reference to the general status of the securities market and other relevant factors. The Offering price for the Securities should not be considered an indication of the actual value of the Securities and is not based on our net worth or prior earnings. We cannot assure you that the Securities could be resold by you at the Offering price or at any other price.

***Purchasers will not become equity holders until the Company decides to convert the Securities into CF Shadow Securities or until an IPO or sale of the Company.***

Purchasers will not have an ownership claim to the Company or to any of its assets or revenues for an indefinite amount of time, and depending on when and how the Securities are converted, the Purchasers may never become equity holders of the Company. Purchasers will not become equity holders of the Company unless the Company receives a future round of financing great enough to trigger a conversion and the Company elects to convert the Securities. The Company is under no obligation to convert the Securities into CF Shadow Securities (the type of equity Securities Purchasers are entitled to receive upon such conversion). In certain instances, such as a sale of the Company, an IPO or a dissolution or bankruptcy, the Purchasers may only have a right to receive cash, to the extent available, rather than equity in the Company.

***The Securities do not provide Purchasers with voting rights, and even upon the conversion of the Security to CF Shadow Securities (which cannot be guaranteed), Purchasers will be required to enter into a proxy with the Intermediary to ensure any statutory voting rights are voted in tandem with the majority holders of whichever series of securities the CF Shadow Securities follow.***

Purchasers will not have the right to vote upon matters of the Company even if and when their Securities are converted into CF Shadow Securities (which cannot be guaranteed). Upon such conversion, CF Shadow Securities will have no voting rights and even in circumstances where a statutory right to vote is provided by state law, the Purchasers are required to enter into a proxy

agreement with the Intermediary ensuring they will vote with the majority of the security holders in the new round of equity financing upon which the Securities were converted. For example, if the Securities are converted upon a round offering Series B Preferred Shares, the Series B-CF Shadow Security holders will be required to enter into a proxy that allows the Intermediary to vote the same way as a majority of the Series B Preferred Shareholders vote. Thus, Purchasers will never be able to freely vote upon any director or other matters of the Company.

***Purchasers will not be entitled to any inspection or information rights other than those required by Regulation CF.***

Purchasers will not have the right to inspect the books and records of the Company or to receive financial or other information from the Company, other than as required by Regulation CF. Other security holders may have such rights. Regulation CF requires only the provision of an annual report on Form C and no additional information. This lack of information could put Purchasers at a disadvantage in general and with respect to other security holders.

***In a dissolution or bankruptcy of the Company, Purchasers will be treated the same as common equity holders.***

In a dissolution or bankruptcy of the Company, Purchasers of Securities which have not been converted will be entitled to distributions as if they were common stock holders. This means that such Purchasers will be at the lowest level of priority and will only receive distributions once all creditors as well as holders of more senior securities, including any preferred stock holders, have been paid in full. If the Securities have been converted into CF Shadow Securities, the Purchasers will have the same rights and preferences (other than the ability to vote) as the holders of the Securities issued in the equity financing upon which the Securities were converted.

***Purchasers will be unable to declare the Security in "default" and demand repayment.***

Unlike convertible notes and some other securities, the Securities do not have any "default" provisions upon which the Purchasers will be able to demand repayment of their investment. The Company has ultimate discretion as to whether or not to convert the Securities upon a future equity financing and Purchasers have no right to demand such conversion. Only in limited circumstances, such as a liquidity event, may the Purchasers demand payment and even then, such payments will be limited to the amount of cash available to the Company.

***The Company may never elect to convert the Securities or undergo a liquidity event.***

The Company may never receive a future equity financing or elect to convert the Securities upon such future financing. In addition, the Company may never undergo a liquidity event such as a sale of the Company or an IPO. If neither the conversion of the Securities nor a liquidity event occurs, the Purchasers could be left holding the Securities in perpetuity. The Securities have numerous transfer restrictions and will likely be highly illiquid, with no secondary market on which to sell them. The Securities are not equity interests, have no ownership rights, have no rights to the Company's assets or profits and have no voting rights or ability to direct the Company or its actions.

In addition to the risks listed above, businesses are often subject to risks not foreseen or fully appreciated by the management. It is not possible to foresee all risks that may affect us. Moreover, the Company cannot predict whether the Company will successfully effectuate the Company's current business plan. Each prospective Purchaser is encouraged to carefully analyze the risks and merits of an investment in the Securities and should take into consideration when making such analysis, among other, the Risk Factors discussed above.

THE SECURITIES OFFERED INVOLVE A HIGH DEGREE OF RISK AND MAY RESULT IN THE LOSS OF YOUR ENTIRE INVESTMENT. ANY PERSON CONSIDERING THE

PURCHASE OF THESE SECURITIES SHOULD BE AWARE OF THESE AND OTHER FACTORS SET FORTH IN THIS FORM C AND SHOULD CONSULT WITH HIS OR HER LEGAL, TAX AND FINANCIAL ADVISORS PRIOR TO MAKING AN INVESTMENT IN THE SECURITIES. THE SECURITIES SHOULD ONLY BE PURCHASED BY PERSONS WHO CAN AFFORD TO LOSE ALL OF THEIR INVESTMENT.

## **BUSINESS**

### **Description of the Business**

End-customers place online orders for groceries and produce, which the Company procures, packages, and delivers to them.

### **Business Plan**

The Company is in the business of delivering ethnic groceries locally to ethnic communities in major metropolitan areas like New York. We are committed to providing the highest possible value to our customers in terms of shopping experience, pricing, product selection, product quality, delivery experience, and customer service. This has been the Company's founding aim and long-term strategy, one that would enable the Company to thrive and achieve multi-fold growth for years to come. This will be achieved by investing resources into developing the right tools, processes, and actionable intelligence on aspects such as customer segmentation, product selection, pricing, inventory management, marketing offers, software and hardware technology, and human resources. The Company also needs to achieve better negotiating position through increased scale with respect to the costs of goods sold, packaging, delivery, and staffing. All funds raised by the Company will be closely linked to the execution of this business strategy.

### **History of the Business**

#### **The Company's Products and/or Services**

<b>Product / Service</b>	<b>Description</b>	<b>Current Market</b>
Ethnic Grocery Delivery	Delivery of ethnic grocery products including grains, spices, condiments, and produce.	South Asian ethnic community in the New York area

The Company is constantly adding new products to offer to its existing customers. The Company also intends to use the proceeds of the Offering to extend service to more ethnic communities and deliver in more metro areas in the US.

The Company sells grocery products via its online website, which are procured, packaged, inspected, and physically delivered by use of local couriers and delivery contractors.

### **Competition**

The Company's primary competitors are Amazon Fresh, FreshDirect, Peapod, ethnic retail outlets.



The Company is uniquely positioned to offer ethnic groceries primarily to ethnic communities in major metro areas. Most large-scale grocery delivery services do not offer much choice specific to ethnic products, so the Company's niche selection differentiates it from the competition. Most other ethnic retail outlets do not currently offer delivery. Further, the Company has distanced itself from its competitors by markedly excelling in product quality, packaging, customer service, and overall customer experience. This coupled with the development and implementation of associated tools, systems, and business processes provides a major advantage to the Company. This constant focus and directed effort and investment since inception has given the Company an important competitive edge because of which it enjoys top-notch reviews & ratings from customers, which is much better than the Company's competitors.

### **Supply Chain and Customer Base**

All products sold on the Company's website are procured from local vendors, distributors, and retailers.

Our customers are primarily comprised of ethnic families and individuals in the New York and New Jersey metropolitan area.

### **Intellectual Property**

The Company is dependent on the following intellectual property:

N/A

### **Governmental/Regulatory Approval and Compliance**

The Company is dependent on the following regulatory approvals:

<b>Line of Business</b>	<b>Government Agency</b>	<b>Type of Approval</b>	<b>Application Date</b>	<b>Expiration Date</b>
Food & Beverage	U.S. Food and Drug Administration	Food Facility Registration	March 29, 2018	December 31, 2020
Food & Beverage	New York State Department of Agriculture and Markets	Food Warehouse License	December 21, 2017	December 20, 2019

The Company is subject to laws and regulations related to domestic operations in the areas of labor, advertising, digital content, consumer protection, billing, e-commerce, promotions, quality of services, telecommunications, mobile communications, data privacy requirements, environmental, health and safety and those relating to preparation and sale of food. Failure to comply with these laws and regulations could subject the Company to administrative and legal liabilities and actions by these various governmental bodies. The Company has always operated in full compliance with all applicable governmental regulations.

**Litigation**

There are no existing legal suits pending, or to the Company's knowledge, threatened, against the Company.

**Other**

The Company's principal address is 160 Riverside Blvd, 30E, New York, NY 10069

The Company has the following additional addresses:

The Company conducts business in New York and New Jersey.

Because this Form C focuses primarily on information concerning the Company rather than the industry in which the Company operates, potential Purchasers may wish to conduct their own separate investigation of the Company's industry to obtain greater insight in assessing the Company's prospects.

**USE OF PROCEEDS**

The following table lists the use of proceeds of the Offering if the Minimum Amount and Maximum Amount are raised.

<b>Use of Proceeds</b>	<b>% of Minimum Proceeds Raised</b>	<b>Amount if Minimum Raised</b>	<b>% of Maximum Proceeds Raised</b>	<b>Amount if Maximum Raised</b>
Intermediary Fees	6.00%	\$1,500	6.00%	\$64,200
Campaign marketing expenses or related reimbursement	8.00%	\$2,000	1.87%	\$20,000
Estimated Attorney Fees	10.00%	\$2,500	0.23%	\$2,500
Estimated Accountant/Auditor Fees	8.00%	\$2,000	0.19%	\$2,000
General Marketing	32.00%	\$8,000	37.38%	\$400,000
Research and Development	36.00%	\$9,000	14.02%	\$150,000
Equipment Purchases	0.00%	\$0	8.41%	\$90,000
Future Wages	0.00%	\$0	20.56%	\$220,000
General Working Capital	0.00%	\$0	11.34%	\$121,300
<b>Total</b>	<b>100.00%</b>	<b>\$25,000</b>	<b>100.00%</b>	<b>\$1,070,000</b>

The Use of Proceeds chart is not inclusive of fees paid for use of the Form C generation system and escrow related fees, all of which were incurred in preparation of the campaign and are due in advance of the closing of the campaign.

The Company's core objective is to add capacity in order to unlock the next levels of revenues and profitability, i.e. add scale to an already working model. The envisioned factors of required capacity are marketing, software technology, hardware, and man-power. The Company management may dynamically assess relative importance and criticality of these factors at any given point, and accordingly allocate the available proceeds, in order to achieve the core objective.

The Company does have discretion to alter the use of proceeds as set forth above. The Company may alter the use of proceeds under the following circumstances: Use of proceeds may be adjusted based on changes in the strategic plan as driven by market conditions, or opportunities that present themselves.

## **DIRECTORS, OFFICERS AND EMPLOYEES**

## Directors, Officers Managers

The directors or managers of the Company are listed below along with all positions and offices held at the Company and their principal occupation and employment responsibilities for the past three (3) years and their educational background and qualifications. As the Company is an LLC, managers also serve as officers, all officers are listed below, along with all positions and offices held at the Company and their principal occupation and employment responsibilities for the past three (3) years and their educational background and qualifications.

### *Name*

Naresh Mulchandani

***All positions and offices held with the Company and date such position(s) was held with start and ending dates***

CEO and Manager, 12/02/2014, Current

***Principal occupation and employment responsibilities during at least the last three (3) years with start and ending dates***

CEO at Fretch LLC, Oversee all business activities including, but not limited to Operations, Technology, Marketing, Customer Service, Administrative 12/02/2014, Current

### *Education*

Bachelor of Technology in Mechanical Engineering, Indian Institute of Technology Bombay  
Master of Technology in Mechanical Engineering, Indian Institute of Technology Bombay

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### *Name*

Yogesh Lal

***All positions and offices held with the Company and date such position(s) was held with start and ending dates***

COO, 05/18/2017, Current

***Principal occupation and employment responsibilities during at least the last three (3) years with start and ending dates***

COO at Fretch LLC, Oversee all daily business operations of Order Fulfillment, Delivery, Customer Service, 05/18/2017, Current Apna Bazar - regional manager- oversee warehouse / retail locations, inventory management, implement new and modern techniques to an older business model

### *Education*

Bachelor's in business management from Queens College, New York

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## ***Indemnification***

Indemnification is authorized by the Company to directors, officers or controlling persons acting in their professional capacity pursuant to New York law. Indemnification includes expenses such as attorney's fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

## **Employees**

The Company currently has 0 employees.

## **CAPITALIZATION AND OWNERSHIP**

### **Capitalization**

The Company has issued the following outstanding Securities:

<b>Type of security</b>	LLC/Membership Interests
<b>Amount outstanding</b>	1,000,000
<b>Voting Rights</b>	1 vote per membership unit; no limitations
<b>Anti-Dilution Rights</b>	Yogesh Lal (current working partner) has call options to purchase additional membership interests from Naresh Mulchandani (the Founder) as per the Affiliation Agreement (included).
<b>How this Security may limit, dilute or qualify the Notes/Bonds issued pursuant to Regulation CF</b>	After Crowd SAFE are issued in the current offering, issue of any future membership interest may dilute the value of these issued Crowd SAFE.
<b>Percentage ownership of the Company by the holders of such Securities (assuming conversion prior to the Offering if convertible securities).</b>	100.0%

The Company has the following debt outstanding:

<b>Type of debt</b>	Business Credit Card Lines
<b>Name of creditor</b>	Capital One, N.A.
<b>Amount outstanding</b>	\$25,000.00
<b>Interest rate and payment schedule</b>	Credit Card Line / Paid off Monthly at 0%
<b>Amortization schedule</b>	Monthly and ad-hoc repayments
<b>Describe any collateral or security</b>	None
<b>Maturity date</b>	N/A
<b>Other material terms</b>	Standard business credit card terms

<b>Type of debt</b>	Loan from the Founder
<b>Name of creditor</b>	Naresh Mulchandani
<b>Amount outstanding</b>	\$14,536.62
<b>Interest rate and payment schedule</b>	2%, 12 Month Grace, Total 36 Months Term, of which 18 are due as of 01 Jan 2019
<b>Amortization schedule</b>	05-January-2019 \$14,536.62 05-February-2019 \$13,692.87 05-March-2019 \$12,847.71 05-April-2019 \$12,001.15 05-May-2019 \$11,153.17 05-June-2019 \$10,303.78 05-July-2019 \$9,452.98 05-August-2019 \$8,600.76 05-September-2019 \$7,747.11 05-October-2019 \$6,892.05 05-November-2019 \$6,035.56 05-December-2019 \$5,177.64 05-January-2020 \$4,318.29 05-February-2020 \$3,457.51 05-March-2020 \$2,595.30 05-April-2020 \$1,731.65 05-May-2020 \$866.55 05-June-2020 \$0.00
<b>Describe any collateral or security</b>	None
<b>Maturity date</b>	June 5, 2020
<b>Other material terms</b>	None

The Company has conducted the following prior securities offerings in the past three years:

None.

## ***Valuation***

The Company has ascribed no pre-offering valuation to the Company; the securities are priced arbitrarily.

## **Ownership**

The company is wholly owned by two people - Naresh Mulchandani and Yogesh Lal.

Below the beneficial owners of 20% percent or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, are listed along with the amount they own.

<b>Name</b>	<b>Percentage Owned Prior to Offering</b>
Naresh Mulchandani	98.4%

## **FINANCIAL INFORMATION**

**Please see the financial information listed on the cover page of this Form C and attached hereto in addition to the following information. Financial statements are attached hereto as Exhibit A.**

## **Operations**

The Company was funded in the period 2014-2017 primarily using the Founder's personal funds. Some loans were raised in 2017 from friends & family, which have been paid off in full as of December 2018. Additionally, the founder privately sold membership interests in the Company to bring in a working partner. Proceeds from this sale were injected by the Founder into the Company as a loan at a nominal interest rate. The Company leverages some credit lines through credit cards, and is otherwise profitable on a month-on-month basis, also allowing a small draw for the members (owners). Despite the profitability, the Company does not have enough surplus funds to spend on customer acquisition, marketing activities, and other strategic and expansion plans. The proceeds from the Offering will be invested into these key areas, potentially creating a shift-increase in revenues and profits.

The Company is currently profitable. The current goal is to significantly increase the revenues. The Offering proceeds will be primarily invested into growth and marketing activities. Parts of the Offering proceeds will also be used for technological improvements, equipment upgrades, and to make key management hires.

## **Liquidity and Capital Resources**

The Offering proceeds will offer a liquidity boost that would allow the company to make crucial investments in order to grow faster. Despite being currently profitable, the Company is strapped for liquidity and is unable to make required expenditures on activities such as marketing (user acquisition, improved customer retention strategies, marketing automation), and technological improvements (improved website, creation of mobile apps, delivery notifications). The proceeds

of the Offering will provide liquidity and will allow the Company to work on these activities, propelling it towards increased revenue and profitability milestones.

The Company has the following sources of capital in addition to the proceeds from the Offering: The company has existing business credit card lines, and vendor credit lines.

### **Capital Expenditures and Other Obligations**

The Company does not intend to make any material capital expenditures in the future.

### **Material Changes and Other Information**

### **Trends and Uncertainties**

After reviewing the above discussion of the steps the Company intends to take, potential Purchasers should consider whether achievement of each step within the estimated time frame is realistic in their judgment. Potential Purchasers should also assess the consequences to the Company of any delays in taking these steps and whether the Company will need additional financing to accomplish them.

The financial statements are an important part of this Form C and should be reviewed in their entirety. The financial statements of the Company are attached hereto as Exhibit A.

## **THE OFFERING AND THE SECURITIES**

### **The Offering**

The Company is offering up to 1,070,000 of Units of SAFE (Simple Agreement for Future Equity) for up to \$1,070,000.00. The Company is attempting to raise a minimum amount of \$25,000.00 in this Offering (the "Minimum Amount"). The Company must receive commitments from investors in an amount totaling the Minimum Amount by April 30, 2019 (the "Offering Deadline") in order to receive any funds. If the sum of the investment commitments does not equal or exceed the Minimum Amount by the Offering Deadline, no Securities will be sold in the Offering, investment commitments will be cancelled and committed funds will be returned to potential investors without interest or deductions. The Company has the right to extend the Offering Deadline at its discretion. The Company will accept investments in excess of the Minimum Amount up to \$1,070,000.00 (the "Maximum Amount") and the additional Securities will be allocated on a First-come, first-served basis.

The price of the Securities does not necessarily bear any relationship to the Company's asset value, net worth, revenues or other established criteria of value, and should not be considered indicative of the actual value of the Securities.

In order to purchase the Securities you must make a commitment to purchase by completing the Subscription Agreement. Purchaser funds will be held in escrow with Prime Trust, LLC until the Minimum Amount of investments is reached. Purchasers may cancel an investment commitment until 48 hours prior to the Offering Deadline or the Closing, whichever comes first using the cancellation mechanism provided by the Intermediary. The Company will notify Purchasers when the Minimum Amount has been reached. If the Company reaches the Minimum Amount prior to the Offering Deadline, it may close the Offering at least five (5) days after reaching the Minimum Amount and providing notice to the Purchasers. If any material change (other than reaching the Minimum Amount) occurs related to the Offering prior to the Offering Deadline, the Company will provide notice to Purchasers and receive reconfirmations from Purchasers who



have already made commitments. If a Purchaser does not reconfirm his or her investment commitment after a material change is made to the terms of the Offering, the Purchaser's investment commitment will be cancelled and the committed funds will be returned without interest or deductions. If a Purchaser does not cancel an investment commitment before the Minimum Amount is reached, the funds will be released to the Company upon closing of the Offering and the Purchaser will receive the Securities in exchange for his or her investment. Any Purchaser funds received after the initial closing will be released to the Company upon a subsequent closing and the Purchaser will receive Securities via Electronic Certificate/PDF in exchange for his or her investment as soon as practicable thereafter.

Subscription Agreements are not binding on the Company until accepted by the Company, which reserves the right to reject, in whole or in part, in its sole and absolute discretion, any subscription. If the Company rejects all or a portion of any subscription, the applicable prospective Purchaser's funds will be returned without interest or deduction.

The price of the Securities was determined arbitrarily. The minimum amount that a Purchaser may invest in the Offering is \$100.00.

The Offering is being made through OpenDeal Portal LLC, dba "Republic", the Intermediary. The following two fields below sets forth the compensation being paid in connection with the Offering.

**PRIME TRUST, THE ESCROW AGENT SERVICING THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.**

#### ***Commission/Fees***

6.0% of the amount raised

#### ***Stock, Warrants and Other Compensation***

2% of the Securities being issued in this Offering.

#### ***Transfer Agent and Registrar***

The Company will act as transfer agent and registrar for the Securities.

#### **The Securities**

We request that you please review our organizational documents and the Crowd Safe instrument in conjunction with the following summary information.

#### **Authorized Capitalization**

At the initial closing of this Offering (if the minimum amount is sold), the Company will have 1,000,000 membership interests outstanding, 98.4% of the membership interest in the Company will be owned by Naresh Mulchandani, and 1.6% of the membership interest in the Company will be owned by Yogesh Lal.

## **Not Currently Equity Interests**

The Securities are not currently equity interests in the Company and can be thought of as the right to receive equity at some point in the future upon the occurrence of certain events.

## **Dividends**

The Securities do not entitle the Investors to any dividends.

## **Conversion**

Upon each future equity financing of greater than \$1,000,000.00 (an "Equity Financing"), the Securities are convertible at the option of the Company, into CF Shadow Series Securities, which are securities identical to those issued in such future Equity Financing except 1) they do not have the right to vote on any matters except as required by law, 2) they must vote in accordance with the majority of the investors in such future Equity Financing with respect to any such required vote and 3) they are not entitled to any inspection or information rights (other than those contemplated by Regulation CF). The Company has no obligation to convert the Securities in any future financing.

### ***Conversion Upon the First Equity Financing***

If the Company elects to convert the Securities upon the first Equity Financing following the issuance of the Securities, the Investor will receive the number of CF Shadow Series Securities equal to the greater of the quotient obtained by dividing the amount the Investor paid for the Securities (the "Purchase Amount") by:

(a) the quotient of \$12,000,000.00 divided by the aggregate number of issued and outstanding shares of capital stock, assuming full conversion or exercise of all convertible and exercisable Securities then outstanding, including shares of convertible preferred stock and all outstanding vested or unvested options or warrants to purchase capital stock, but excluding (i) the issuance of all shares of capital stock reserved and available for future issuance under any of the Company's existing equity incentive plans, (ii) convertible promissory notes issued by the Company, (iii) any Simple Agreements for Future Equity, including the Securities (collectively, "Safes"), and (iv) any equity Securities that are issuable upon conversion of any outstanding convertible promissory notes or Safes,

OR

(b) the lowest price per share of the Securities sold in such Equity Financing multiplied by 88.00%.

The price (either (a) or (b)) determined immediately above shall be deemed the "First Financing Price" and may be used to establish the conversion price of the Securities at a later date, even if the Company does not choose to convert the Securities upon the first Equity Financing following the issuance of the Securities.

### ***Conversion After the First Equity Financing***

If the Company elects to convert the Securities upon an Equity Financing after the first Equity Financing following the issuance of the Securities, the Investor will receive the number of CF

Shadow Series Securities equal to the quotient obtained by dividing (a) the Purchase Amount by (b) the First Financing Price.

### ***Conversion Upon a Liquidity Event Prior to an Equity Financing***

In the case of an initial public offering of the Company ("IPO") or Change of Control (see below) (either of these events, a "Liquidity Event") of the Company prior to any Equity Financing, the Investor will receive, at the option of the Investor, either (i) a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) a number of shares of common stock of the Company equal to the Purchase Amount divided by the quotient of (a) \$12,000,000.00 divided by (b) the number, as of immediately prior to the Liquidity Event, of shares of the Company's capital stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of common stock reserved and available for future grant under any equity incentive or similar plan; (ii) any Safes; and (iii) convertible promissory notes.

In connection with a cash payment described in the preceding paragraph, the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investors and holders of other Safes (collectively, the "Cash-Out Investors") in full, then all of the Company's available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

"Change of Control" as used above and throughout this section, means (i) a transaction or transactions in which any person or group becomes the beneficial owner of more than 50% of the outstanding voting securities entitled to elect the Company's board of directors, (ii) any reorganization, merger or consolidation of the Company, in which the outstanding voting security holders of the Company fail to retain at least a majority of such voting securities following such transaction(s) or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

### ***Conversion Upon a Liquidity Event Following an Equity Financing***

In the case of a Liquidity Event following any Equity Financing, the Investor will receive, at the option of the Investor, either (i) a cash payment equal to the Purchase Amount (as described above) or (ii) a number of shares of the most recently issued preferred stock equal to the Purchase Amount divided by the First Financing Price. Shares of preferred stock granted in connection therewith shall have the same liquidation rights and preferences as the shares of preferred stock issued in connection with the Company's most recent Equity Financing.

### **Dissolution**

If there is a Dissolution Event (see below) before the Securities terminate, the Company will distribute, subject to the preferences applicable to any series of preferred stock then outstanding, all of its assets legally available for distribution with equal priority among the Investors, all holders of other Safes (on an as converted basis based on a valuation of common stock as determined in good faith by the Company's board of directors at the time of the Dissolution Event) and all holders of common stock.

A "Dissolution Event" means (i) a voluntary termination of operations by the Company, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

## **Termination**

The Securities terminate upon (without relieving the Company of any obligations arising from a prior breach of or non-compliance with the Securities) upon the earlier to occur: (i) the issuance of shares in the CF Shadow Series to the Investor pursuant to the conversion provisions or (ii) the payment, or setting aside for payment, of amounts due to the Investor pursuant to a Liquidity Event or a Dissolution Event.

## **Voting and Control**

The Securities have no voting rights at present or when converted.

The Company does not have any voting agreements in place.

The Company does not have any shareholder/equity holder agreements in place.

## **Anti-Dilution Rights**

The Securities do not have anti-dilution rights, which means that future equity financings will dilute the ownership percentage that the Investor may eventually have in the Company.

## **Restrictions on Transfer**

Any Securities sold pursuant to Regulation CF being offered may not be transferred by any Investor of such Securities during the one-year holding period beginning when the Securities were issued, unless such Securities are transferred: 1) to the Company, 2) to an accredited investor, as defined by Rule 501(d) of Regulation D promulgated under the Securities Act, 3) as part of an IPO or 4) to a member of the family of the Investor or the equivalent, to a trust controlled by the Investor, to a trust created for the benefit of a member of the family of the Investor or the equivalent, or in connection with the death or divorce of the Investor or other similar circumstances. "Member of the family" as used herein means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother/father/daughter/son/sister/brother-in-law, and includes adoptive relationships. Remember that although you may legally be able to transfer the Securities, you may not be able to find another party willing to purchase them.

In addition to the foregoing restrictions, prior to making any transfer of the Securities or any Securities into which they are convertible, such transferring Investor must either make such transfer pursuant to an effective registration statement filed with the SEC or provide the Company with an opinion of counsel stating that a registration statement is not necessary to effect such transfer.

In addition, the Investor may not transfer the Securities or any Securities into which they are convertible to any of the Company's competitors, as determined by the Company in good faith.

Furthermore, upon the event of an IPO, the capital stock into which the Securities are converted will be subject to a lock-up period and may not be sold for up to 180 days following such IPO.

## **Other Material Terms**

- The Company does not have the right to repurchase the Securities.
- The Securities do not have a stated return or liquidation preference.
- The Company cannot determine if it currently has enough capital stock authorized to issue upon the conversion of the Securities, because the amount of capital stock to be issued is based on the occurrence of future events.

## **TAX MATTERS**

**EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH HIS OR HER OWN TAX AND ERISA ADVISOR AS TO THE PARTICULAR CONSEQUENCES TO THE INVESTOR OF THE PURCHASE, OWNERSHIP AND SALE OF THE INVESTOR'S SECURITIES, AS WELL AS POSSIBLE CHANGES IN THE TAX LAWS.**

**TO INSURE COMPLIANCE WITH THE REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT ANY TAX STATEMENT IN THIS FORM C CONCERNING UNITED STATES FEDERAL TAXES IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING ANY TAX-RELATED PENALTIES UNDER THE UNITED STATES INTERNAL REVENUE CODE. ANY TAX STATEMENT HEREIN CONCERNING UNITED STATES FEDERAL TAXES WAS WRITTEN IN CONNECTION WITH THE MARKETING OR PROMOTION OF THE TRANSACTIONS OR MATTERS TO WHICH THE STATEMENT RELATES. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.**

**Potential Investors who are not United States residents are urged to consult their tax advisors regarding the United States federal income tax implications of any investment in the Company, as well as the taxation of such investment by their country of residence. Furthermore, it should be anticipated that distributions from the Company to such foreign investors may be subject to UNITED STATES withholding tax.**

**EACH POTENTIAL INVESTOR SHOULD CONSULT HIS OR HER OWN TAX ADVISOR CONCERNING THE POSSIBLE IMPACT OF STATE TAXES.**

## **TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST**

### **Related Person Transactions**

From time to time the Company may engage in transactions with related persons. Related persons are defined as any director or officer of the Company; any person who is the beneficial owner of 10 percent or more of the Company's outstanding voting equity securities, calculated on the basis of voting power; any promoter of the Company; any immediate family member of any of the foregoing persons or an entity controlled by any such person or persons.

The Company has conducted the following transactions with related persons:

#### ***Loans***

<b>Related Person/Entity</b>	Naresh Mulchandani
<b>Relationship to the Company</b>	Founder, CEO
<b>Total amount of money involved</b>	\$20,000.00
<b>Benefits or compensation received by related person</b>	Interest on Principal
<b>Benefits or compensation received by Company</b>	Cash Flow / Liquidity
<b>Description of the transaction</b>	Loan from Founder to the Company at 2% Interest Rate, 12 Month Grace, Total 36 Months Term, 24 repayments, of which are due as of 01 Jan 2019

### *Securities*

<b>Related Person/Entity</b>	Naresh Mulchandani and Yogesh Lal
<b>Relationship to the Company</b>	Both related persons are partners in the company
<b>Total amount of money involved</b>	\$25,740.00
<b>Benefits or compensation received by related person</b>	Cash on the sale of membership interests to Naresh Mulchandani; membership interest in the Company for Yogesh Lal in line with his key role.
<b>Benefits or compensation received by Company</b>	Yogesh Lal brought in to the Company as key staff (COO position)
<b>Description of the transaction</b>	Founder, Naresh Mulchandani, sold 1.6% of his Membership Interest in the company to Yogesh Lal

### *Future Transactions*

<b>Related Person/Entity</b>	Naresh Mulchandani and Yogesh Lal
<b>Relationship to the Company</b>	Both related persons are partners in the company
<b>Total amount of money involved</b>	\$0.00
<b>Benefits or compensation received by related person</b>	Cash on the sale of membership interests to Naresh Mulchandani; membership interest in the Company for Yogesh Lal in line with his key role
<b>Benefits or compensation received by Company</b>	Position of COO, a key management position, consolidated.
<b>Description of the transaction</b>	Yogesh Lal may purchase in the future, additional Membership Interests from Naresh Mulchandani, as defined in his Affiliation Agreement (included).

### **Conflicts of Interest**

To the best of our knowledge the Company has not engaged in any transactions or relationships, which may give rise to a conflict of interest with the Company, its operations or its security holders.

### **OTHER INFORMATION**

#### **Bad Actor Disclosure**

The Company is not subject to any Bad Actor Disqualifications under any relevant U.S. securities laws.

## SIGNATURE

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

/s/Naresh Mulchandani

(Signature)

Naresh Mulchandani

(Name)

CEO

(Title)

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), this Form C has been signed by the following persons in the capacities and on the dates indicated.

/s/Naresh Mulchandani

(Signature)

Naresh Mulchandani

(Name)

Manager

(Title)

1/22/2019

(Date)

### ***Instructions.***

1. The form shall be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.
2. The name of each person signing the form shall be typed or printed beneath the signature.

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.



## **EXHIBITS**

Exhibit A	Financial Statements
Exhibit B	Offering Page
Exhibit C	Video Transcript
Exhibit D	Form of Crowd SAFE

## **EXHIBIT A**

### *Financial Statements*

**EXHIBIT B**

*Offering Page*

## **EXHIBIT C**

### *Video Transcript*

## **EXHIBIT D**

*Form of Crowd SAFE*

FRETCH, LLC

FINANCIAL STATEMENTS

FOR THE TWELVE MONTHS ENDED

DECEMBER 31, 2017

FRETCH, LLC

TWELVE MONTHS ENDED DECEMBER 31, 2017

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**Andrew Benvenuti, Jr. CPA**

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**Independent Auditors' Report**

THE MEMBERS OF FRETCH, LLC  
NEW YORK, NY

**Report on the Financial Statements**

I have audited the accompanying financial statements of **Fretch, LLC( a FL LLC)** which comprise the statement of financial position as of December 31, 2017, and the related statements of income, changes in members' equity and cash flows for the year then ended and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditors' Responsibility**

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

#### **Opinion**

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Fretch, LLC. as of December 31, 2017, and the results of its operations and changes in members' equity and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to read 'Andrew Benvenuti', written over a horizontal line.

**Andrew Benvenuti, CPA**

**FRETCH, LLC****BALANCE SHEET**

December 31, 2017

**Assets****Current Assets**

Cash	\$ 22,080
Inventory	<u>43,668</u>
Total Current Assets	65,727

Property and Equipment, Net of Accumulated Depreciation	55,653
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**Other Assets**

Security Deposit	<u>5,410</u>
Total Assets	<u>126,690</u>

**Liabilities & Member's Equity****Current Liabilities**

Credit Cards Payable	24,179
Accrued Expenses	1,716
Current Portion - Long Term Debt	<u>16,128</u>
Total Current Liabilities	42,023

**Long Term Liabilities**

Notes Payable	-
Total Long Term Liabilities	-
Total Liabilities	42,023

**Member's Equity**

Member's Equity	<u>84,667</u>
Total Member's Equity	84,667
Total Liabilities & Member's Equity	<u>126,690</u>

The accompanying notes are an integral part of the financial statement.  
See Accountant Review Report

**FRETCH, LLC**STATEMENT OF OPERATIONS  
TWELVE MONTHS ENDED DECEMBER 31, 2017

Sales - Net of Allowances	\$	611,780
Cost of Goods Sold	\$	<u>461,929</u>
Gross Profit	\$	149,851
General and Administrative Expenses	\$	96,114
Other Income - Cash Back Rebates		<u>6,598</u>
Net Income	\$	<u>59,135</u>

The accompanying notes are an integral part of the financial statement.  
See Accountant Review Report

# FRETCH, LLC

## STATEMENT OF MEMBER'S EQUITY TWELVE MONTHS ENDED DECEMBER 31, 2017

Balance - December 31, 2016	1,041
Add 2017 Capital Contributions	64,523
2017 Net Income	59,135
Less 2017 Withdrawals	(40,154)
Prior Period Adjustments(Non Cash)	122
Balance - December 31, 2017	<u>84,667</u>

The accompanying notes are an integral part of the financial statement.  
See Accountant Review Report

**FRETCH, LLC**  
**STATEMENT OF CASH FLOWS**  
December 31, 2017

Cash Flows from Operating Activities

Net Income	59,135	
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities		
Depreciation	3,449	
(Increase) Decrease in Assets		
Inventory	(41,658)	
Security Deposits	(5,410)	
Increase (Decrease) in Liabilities		
Accounts Payable and Accrued Expenses	(323)	
Credit Cards Payable	647	
Net Cash Provided by Operating		15,840

Cash Flows from Investing Activities

Acquisition of Fixed Assets	(49,679)
Net Cash Provided by Investing	(49,679)

Cash Flows from Financing Activities

Loans - Net of Repayments	16,128
Member's Draws - 2017	(40,154)
Rounding Adjustments	2
Member's Contributions - 2017	64,523
Net Cash Provided by Financing Activities	<u>40,499</u>
Net Increase/(Decrease) in Cash	6,660
Cash - Beginning of Year	15,409
Cash - December 31, 2017	<u>22,069</u>

The accompanying notes are an integral part of the financial statement.  
See Accountant Review Report

**FRETCH, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**TWELVE MONTHS ENDED DECEMBER 31, 2017**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting**

The accompanying financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP).

**NATURE OF BUSINESS**

The company is currently a privately held LLC formed in 2014 headquartered in New York City engaged online retail sales and delivery of ethnic and specialty grocery items and currently only services Manhattan, Brooklyn, Queens and Part of Nassau Country NY.

**REVENUES AND ACCOUNTS RECEIVABLE**

Revenues are recorded at the time of sale and customer payment processed immediately. Since this is an online business all payments are made thru a third card processor and made available immediately to the company.

Based on the current business structure described above at no time are there any accounts receivable.

Returns, charge backs and allowances are recorded as they are processed, no provision has been made for future impact of these items due to the uncertainty of their occurrence. Based on limited shelf life of the products, any occurrence of these items should have been known and is reflected in these statements.

**DEPRECIATION**

The cost of property and equipment is depreciated over the estimated useful lives of the related assets. Depreciation is computed using the straight line method for financial statements purposes in accordance with generally accepted accounting principles(GAAP).

**INVENTORIES**

Inventories are stated at the lower of cost or market with cost determined on the First In-First Out (Fifo) method.

**INSURANCE**

The company carries all necessary insurances to guarantee coverage for any cases that may arise, especially due to the nature of the products being sold. Therefore no provisions have been made for future contingencies.

**FRETCH, LLC**  
NOTES TO FINANCIAL STATEMENTS (Continued)  
TWELVE MONTHS ENDED DECEMBER 31, 2017

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that directly affect the results of reported assets, liabilities, revenues, and expenses. Accordingly, actual results could differ from those activities.

NOTE 2: EQUIPMENT

Equipment consists of the following:

<u>December 31, 2017</u>	
Office Furniture	\$ 1,119
Office Equipment	\$ 45,794
Web Site	<u>\$ 12,594</u>
Sub-Total	\$ 59,477
Less: Accumulated Depreciation	<u>\$ (3,924)</u>
NET BOOK VALUES	<u>\$ 55,553</u>

Depreciation expense charged to operations was \$3,449 in twelve months ended December 31, 2017.

Note 3-NOTES PAYABLE

Notes payable consist of the following:

Sonali Khanna Lal dated March 30, 2017,  
Payable in 11 monthly installments of \$896 principal plus interest starting October 30, 2017 and ending September 30, 2018.  
The note is personally guaranteed by the existing members and secured by the business assets.

The note can be prepaid with no penalty \$ 8,064

Notes payable consist of the following:

Gaurav Gupta dated March 30, 2017,  
Payable in 11 monthly installments of \$896 principal plus interest starting October 30, 2017 and ending September 30, 2018.  
The note is personally guaranteed by the existing members and secured by the business assets.

The note can be prepaid with no penalty \$ 8,064

Total Notes Payable \$16,128

## **FRETCH, LLC**

NOTES TO FINANCIAL STATEMENTS (Continued)  
TWELVE MONTHS ENDED DECEMBER 31, 2017

### **NOTE 4: CONCENTRATIONS OF CREDIT RISK ARISING FROM CASH DEPOSITS IN EXCESS OF INSURED LIMITS**

The company maintains its cash balances in a financial institution located in Southern New Jersey. The balances are insured by the Federal Deposit Insurance Corporation. At December 31, 2017, the Company's uninsured cash balance was zero. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk to cash.

### **NOTE 5: INCOME TAXES**

The company is an LLC and its income(loss) is passed through to the members and therefore no provision has been made for income taxes.

### **Note 6-CONTINGENT LIABILITIES**

The company is unaware of any contingent liabilities.



# FRETCH, LLC

## SCHEDULE I - COST OF GOODS SOLD TWELVE MONTHS ENDED DECEMBER 31, 2017

Purchases	\$	358,968
Delivery Fees		73,190
Merchant Fees		20,569
Supplies		9,212
	\$	<u>461,929</u>

The accompanying notes are an integral part of the financial statement.  
See Accountant Review Report

**FRETCH, LLC****SCHEDULE I - GENERAL & ADMINISTRATIVE  
TWELVE MONTHS ENDED DECEMBER 31, 2017**

Advertising	\$ 12,339
Bank Charges	92
Computer Supplies & Expenses	460
Contract Services	25,475
Depreciation	3,449
Dues & Publications	163
Interest Expenses	2,336
Insurance	3,013
Licenses & Fees	2,019
Meals & Entertainment	1,469
Miscellaneous	21
Office Expenses	4,689
Postage	7
Professional Service	2,180
Rent	29,640
Telephone	1,222
Travel & Lodging	591
Utilities	3,078
Vehicle	2,366
Web Site Design, Maintenance & Hosting	<u>1,515</u>
	\$ <u>96,114</u>

The accompanying notes are an integral part of the financial statement.  
See Accountant Review Report

FRETCH, LLC  
FINANCIAL STATEMENTS  
FOR THE TWELVE MONTHS ENDED  
DECEMBER 31, 2016

FRETCH, LLC

TWELVE MONTHS ENDED DECEMBER 31, 2016

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Aben1040@aol.com

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**Independent Auditors' Report**

THE MEMBERS OF FRETCH, LLC  
NEW YORK, NY

**Report on the Financial Statements**

I have audited the accompanying financial statements of **Fretch, LLC (a FL LLC)** which comprise the statement of financial position as of December 31, 2016, and the related statements of income, changes in members' equity and cash flows for the year then ended and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

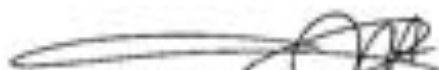
**Auditors' Responsibility**

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

**Opinion**

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Fretch, LLC, as of December 31, 2016, and the results of its operations and changes in members' equity and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to read 'AB', with a long horizontal line extending to the left.

**Andrew Benvenuti, CPA**

**FRETCH, LLC****BALANCE SHEET**

December 31, 2016

**Assets****Current Assets**

Cash	\$ 15,409
Inventory	<u>2,000</u>
Total Current Assets	17,409

Property and Equipment, Net of Accumulated Depreciation	<u>9,203</u>
---	--------------

Total Assets	<u>26,612</u>
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**Liabilities & Member's Equity****Current Liabilities**

Credit Cards Payable	23,532
Accrued Expenses	<u>2,039</u>
Total Current Liabilities	25,571

**Long Term Liabilities**

Total Long Term Liabilities	-
-----------------------------	---

Total Liabilities	25,571
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**Member's Equity**

Member's Equity	<u>1,041</u>
Total Member's Equity	1,041

Total Liabilities & Member's Equity	<u>26,612</u>
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The accompanying notes are an integral part of the financial statement.  
See Accountant Review Report

# FRETCH, LLC

## STATEMENT OF OPERATIONS TWELVE MONTHS ENDED DECEMBER 31, 2016

Sales - Net of Allowances	\$	365,455
Cost of Goods Sold	\$	<u>300,274</u>
Gross Profit	\$	65,181
General and Administrative Expenses	\$	48,257
Other Income - Cash Back Rebates		<u>2,589</u>
Net Income	\$	<u>19,513</u>

The accompanying notes are an integral part of the financial statement.  
See Accountant Review Report



# FRETCH, LLC

## STATEMENT OF MEMBER'S EQUITY TWELVE MONTHS ENDED DECEMBER 31, 2016

Balance - December 31, 2015	2,495
Add 2016 Capital Contributions	79,848
2016 Net Income	19,513
Less 2016 Withdrawals	(100,815)
Balance - December 31, 2016	<u>1,041</u>

The accompanying notes are an integral part of the financial statement.  
See Accountant Review Report

**FRETCH, LLC**

## STATEMENT OF CASH FLOWS

December 31, 2018

Cash Flows from Operating Activities

Net Income	19,513	
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities		
Depreciation	475	
(Increase) Decrease in Assets		
Inventory	(2,000)	
Increase (Decrease) in Liabilities		
Accounts Payable and Accrued Expenses	2,039	
Credit Cards Payable	23,352	
Net Cash Provided by Operating		43,379

Cash Flows from Investing Activities

Acquisition of Fixed Assets	(9,498)
Net Cash Provided by Investing	(9,498)

Cash Flows from Financing Activities

Member's Draws - 2018	(100,815)
Member's Contributions - 2018	79,848
Net Cash Provided by Financing Activities	<u>(20,967)</u>
Net Increase/(Decrease) in Cash	12,914
Cash - Beginning of Year	2,495
Cash - December 31, 2017	<u>15,409</u>

The accompanying notes are an integral part of the financial statement.  
See Accountant Review Report

**FRETCH, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**TWELVE MONTHS ENDED DECEMBER 31, 2016**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting**

The accompanying financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP).

**NATURE OF BUSINESS**

The company is currently a privately held LLC formed in 2014 headquartered in New York City engaged online retail sales and delivery of ethnic and specialty grocery items and currently only services Manhattan, Brooklyn, Queens and Part of Nassau Country NY.

**REVENUES AND ACCOUNTS RECEIVABLE**

Revenues are recorded at the time of sale and customer payment processed immediately. Since this is an online business all payments are made thru a third card processor and made available immediately to the company.

Based on the current business structure described above at no time are there any accounts receivable.

Returns, charge backs and allowances are recorded as they are processed, no provision has been made for future impact of these items due to the uncertainty of their occurrence. Based on limited shelf life of the products, any occurrence of these items should have been known and is reflected in these statements.

**DEPRECIATION**

The cost of property and equipment is depreciated over the estimated useful lives of the related assets. Depreciation is computed using the straight line method for financial statements purposes in accordance with generally accepted accounting principles(GAAP).

**INVENTORIES**

Inventories are stated at the lower of cost or market with cost determined on the First In-First Out (Fifo) method.

**INSURANCE**

The company carries all necessary insurances to guarantee coverage for any cases that may arise, especially due to the nature of the products being sold. Therefore no provisions have been made for future contingencies.

**FRETCH, LLC**NOTES TO FINANCIAL STATEMENTS (Continued)  
TWELVE MONTHS ENDED DECEMBER 31, 2016**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)****USE OF ESTIMATES**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that directly affect the results of reported assets, liabilities, revenues, and expenses. Accordingly, actual results could differ from those activities.

**NOTE 2: EQUIPMENT**

Equipment consists of the following:

**December 31, 2016**

Office Equipment	\$ 1,803
Web Site	<u>\$ 7,695</u>
Sub-Total	\$ 9,498
Less: Accumulated Depreciation	<u>\$( 475)</u>
NET BOOK VALUES	<u>\$ 9,023</u>

Depreciation expense charged to operations was \$475  
in twelve months ended December 31, 2016.

**Note 3-NOTES PAYABLE**

None

**FRETCH, LLC**  
NOTES TO FINANCIAL STATEMENTS (Continued)  
TWELVE MONTHS ENDED DECEMBER 31, 2017

**NOTE 4: CONCENTRATIONS OF CREDIT RISK ARISING FROM CASH DEPOSITS IN EXCESS OF INSURED LIMITS**

The company maintains its cash balances in a financial institution located in Southern New Jersey. The balances are insured by the Federal Deposit Insurance Corporation. At December 31, 2016, the Company's uninsured cash balance was zero. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk to cash.

**NOTE 5: INCOME TAXES**

The company is an LLC and its income/(loss) is passed through to the members and therefore no provision has been made for income taxes.

**Note 6-CONTINGENT LIABILITIES**

The company is unaware of any contingent liabilities.

# FRETCH, LLC

## SCHEDULE I - COST OF GOODS SOLD TWELVE MONTHS ENDED DECEMBER 31, 2016

Purchases	\$	247,348
Delivery Fees		40,606
Merchant Fees		12,066
Supplies		266
	\$	<u>300,276</u>

The accompanying notes are an integral part of the financial statement.  
See Accountant Review Report

**FRETCH, LLC****SCHEDULE I - GENERAL & ADMINISTRATIVE  
TWELVE MONTHS ENDED DECEMBER 31, 2016**

Advertising	\$ 9,471
Bank Charges	4
Contract Services	19,534
Depreciation	475
Insurance	973
Meals & Entertainment	707
Office Expenses	878
Postage	13
Professional Service	250
Rent	8,825
Telephone	585
Travel & Lodging	2,062
Vehicle	2,990
Web Site Design, Maintenance & Hosting	<u>1,450</u>
	\$ <u>48,257</u>

The accompanying notes are an integral part of the financial statement.  
See Accountant Review Report



**Company  
Name**

Fretch

**Logo**



**Headline**

Ethnic groceries delivered right to your door



**Cover  
photo**



**Hero  
Image**



**Tags**

Minority Founders, Immigrant Founders, Food, B2C, Delivery

**Pitch  
text**

## Deal highlights

- Grocery delivery for ethnic communities in the US
- Currently serving the South Asian community (Indian, Pakistani, Bangladeshi), and planning to serve the Chinese, Korean, Filipino, Latino, Greek, Middle Eastern and other communities soon
- Market of an estimated 81 million diverse customers, with a market size between \$65 and \$100 billion annually
- 25,000 orders delivered to 5,000 unique customers
- \$1.1 million annual revenue run rate
- 70.2% repeat customer rate
- Month-over-month cash flow positive
- Key team members are veterans in ethnic grocery delivery management, technology and data analytics

## 25% of the U.S. population identifies with an ethnic community, but ethnic grocery stores are few and far between

5.6% of the population is Asian American; 3.2% Middle Eastern; 17% various Hispanic and Latino ethnicities. That's about 81 million people of non-European descent--what we are calling ethnic--representing a market size of \$65 - \$100 billion annually in the US.

Ethnic food is important to these ethnic communities. Even though people of various backgrounds are taking food out or eating in restaurants from time-to-time, they still enjoy the comfort of cooking the foods they grew up eating at home. But ethnic grocery stores are few and far between, making ethnic food inaccessible and hard to procure for many customers. The market is being ignored by the big players in both the grocery store and grocery delivery spaces.

For the ethnic community, ethnic food is more than just food. It is not just comfort food, or a connection to home, but also part of an identity.

## Fretch delivers ethnic groceries right to your doorstep



With Fretch, you can have access to the foods that make you who you are.

- Delivered locally in markets with high concentrations of ethnic communities
- Offers convenience with delivery at home and price competitiveness compared to physical stores
- Provides large selection of brands including frozen goods, produce, and dairy
- Website designed with Ease of Use and Quick Ordering in mind
- Offers low delivery fees to reduce the hurdle
- Serves as a one-stop shop for all the needs of an ethnic family, as opposed to only providing popular ethnic products



Fretch is proud to offer an easy and convenient online experience to customers placing orders.

With a friendly, empathetic, and responsive customer service team that understands the cultural nuances and is prompt in responding to orders and delivery issues.



## HOW IT WORKS



Easy-to-use and visually appealing interface for quick ordering that remembers your buying preferences. Buying experience optimized for screens and devices of all form factors, including mobile.

Neatly stocked, accessible, and organized goods in local warehouses.



Thoughtful packaging. Produce in breathable bags. Frozen goods in thermal packaging with dry ice. Glass bottles and jars packed with bubble wrap.

Large choice of delivery timings for convenience. Quick delivery. Real-time updates. Professional and courteous staff.



Happy customers! 5 star reviews. 70% order again.

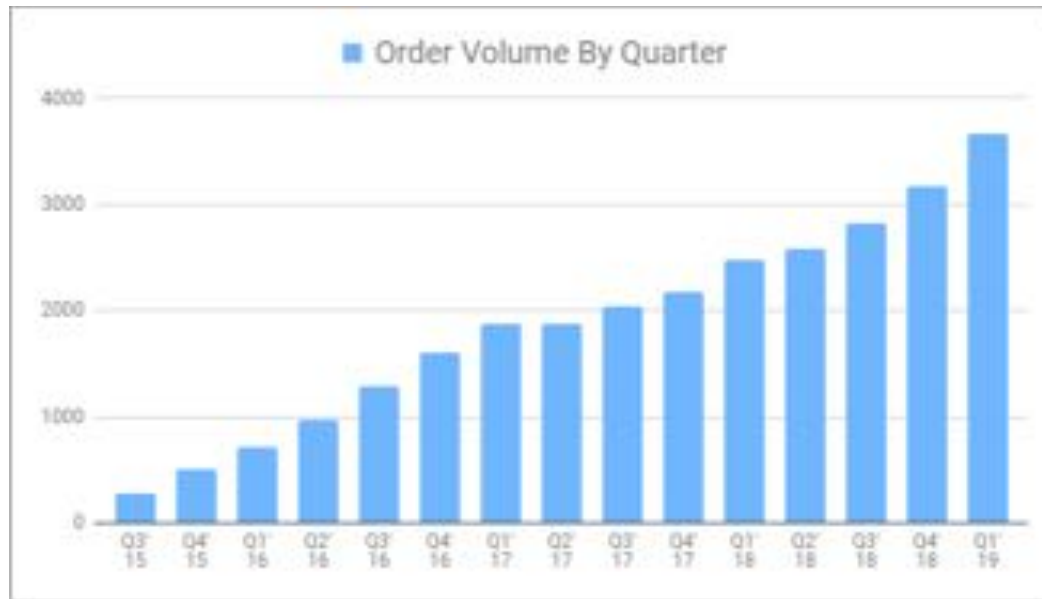


## Organic growth through word-of-mouth

Our customers are spreading the word about Fretch. Because we are bootstrapped, all our growth has come organically through word of mouth and user recommendations. We have delivered over 25,000 orders to 5,000 unique customers and are currently operating at a \$1.1 million annual revenue run rate. Although grocery is considered a 'volume business' as economies of scale come into play, we have had a laser focus on profitability since day one, and as a result we are currently month-over-month cash flow positive.



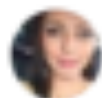
We've experienced positive quarter-over-quarter growth since 2015 and are on track for substantial growth in 2019.



Our customers absolutely love us, and we love them back

We treat them how we'd treat our family, our moms, and our grandmas--with love and respect. They are our Fretch Family.

We constantly seek feedback, and listen closely to our customers no matter what they have to say. We pride ourselves in a perfect 5 star rating on Facebook and Google. Some of our reviews:



**Queeny Sidhu Uppal** reviewed Fretch —

August 21, 2018 ·

This is a God sent!!!! Buying Indian grocery with a small baby was really difficult. Fretch has made my life so much easier! Awesome service! Very fresh and great pricing! Can't get any better! 💎 I recommend to all! Thank you Fretch!



**Apoorva Bongirwar Karia** reviewed Fretch —

June 28, 2016 ·

Tried it for the first time last week. The service was prompt and the quality of the groceries was excellent. Had to make a small change in the order and they responded immediately with that change - very good customer service too. A great relief from carrying bags of groceries home!



**Vijay Aradhya** reviewed Fretch —

December 2, 2015 ·

Living in NYC but hate carrying those heavy rice bag and atta in the subway ?! Fretch is the awesome answer. We have used Fretch twice and the service has been excellent to say the least. I wish they were offering these services 5 years back. We are definitely using then going forward. Go guys !!!

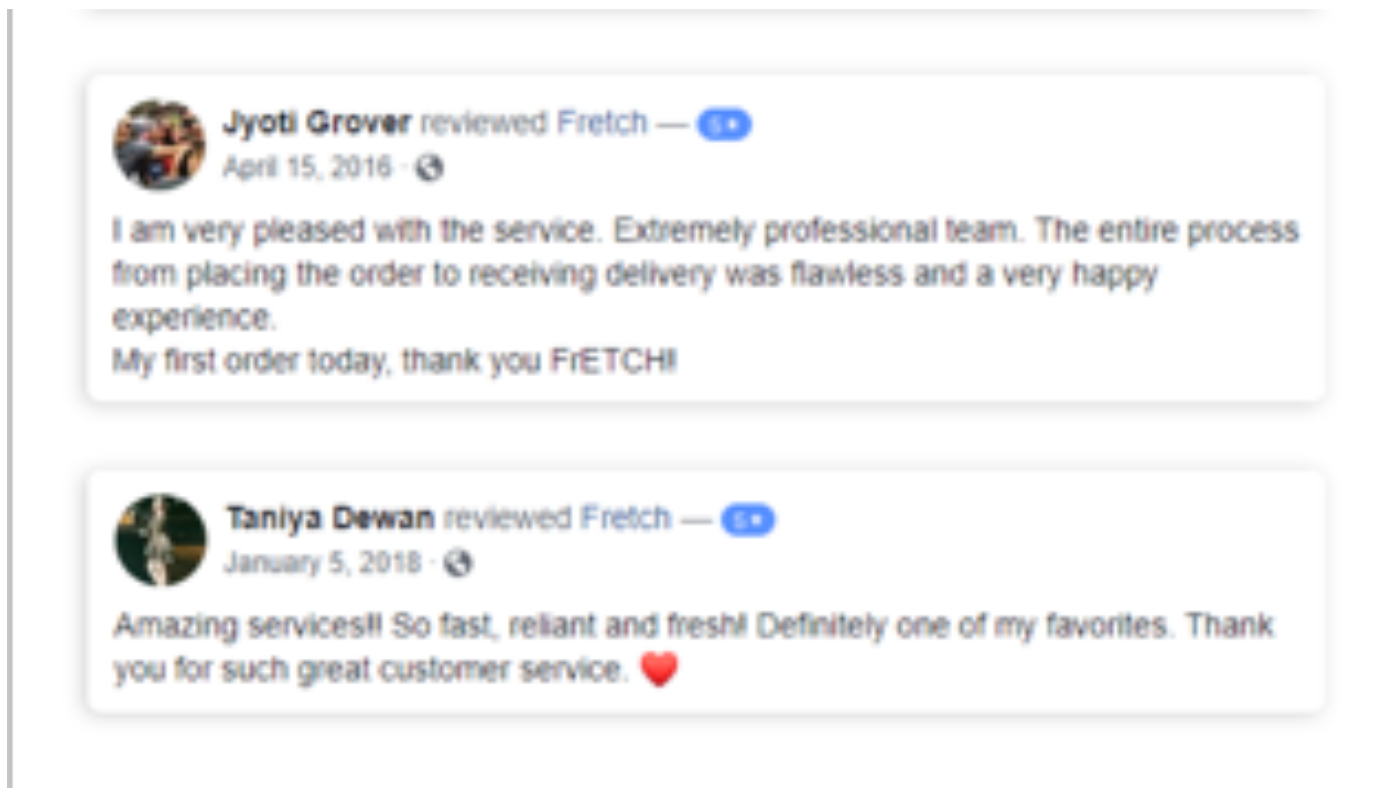


**Rajat Gupta** reviewed Fretch —

October 11, 2017 ·

The effort these guys put for their customers is worth appreciating. Keep up the good work.





We have **over 5,000 unique customers**. 1,378 of them have placed at least 5 orders with us, and 183 of them have placed at least 25 orders! When a customer places an order with Fretch for the first time, there is an over 70% chance s/he will place another order with us, without any present marketing effort!

## Business model

We are in the business of delivering ethnic groceries to ethnic communities in major metropolitan areas like New York, and we are committed to making Fretch the go-to grocery delivery service for such communities through a unique combination of speed, convenience, variety, savings, transparency and an overall superior shopping experience.

Our current cost of acquisition of a customer is \$10.50 and the average order size is \$80. The current lifetime value of our customers is \$225 (on gross profit over a one year time period).

## Pricing:

- Beat store prices on the basics. We maintain a lower markup on the staples (rice, flour, etc.) because customers compare prices on these.

- Maintain a reasonable markup on everything else. Our markups are slightly higher, but still very reasonable, on other items like snacks and frozen entrees. These are less often directly compared with stores.

## Strategic growth:

- We will identify and target large pockets of ethnic communities in major US metropolitan cities and scale accordingly
- We will minimize costs by leveraging shared warehousing and delivery infrastructure as multiple ethnicities are added to same locations.
- We will perfect the business and distribution in one location, focusing on one ethnicity. And then we will replicate the model along with the systems and processes to other ethnicities and locations.

## Grocery and delivery markets in the U.S. are huge

Total retail and food services sales in the U.S. in 2017 were around \$5.5 trillion, and grocery store sales specifically totaled \$641 billion.

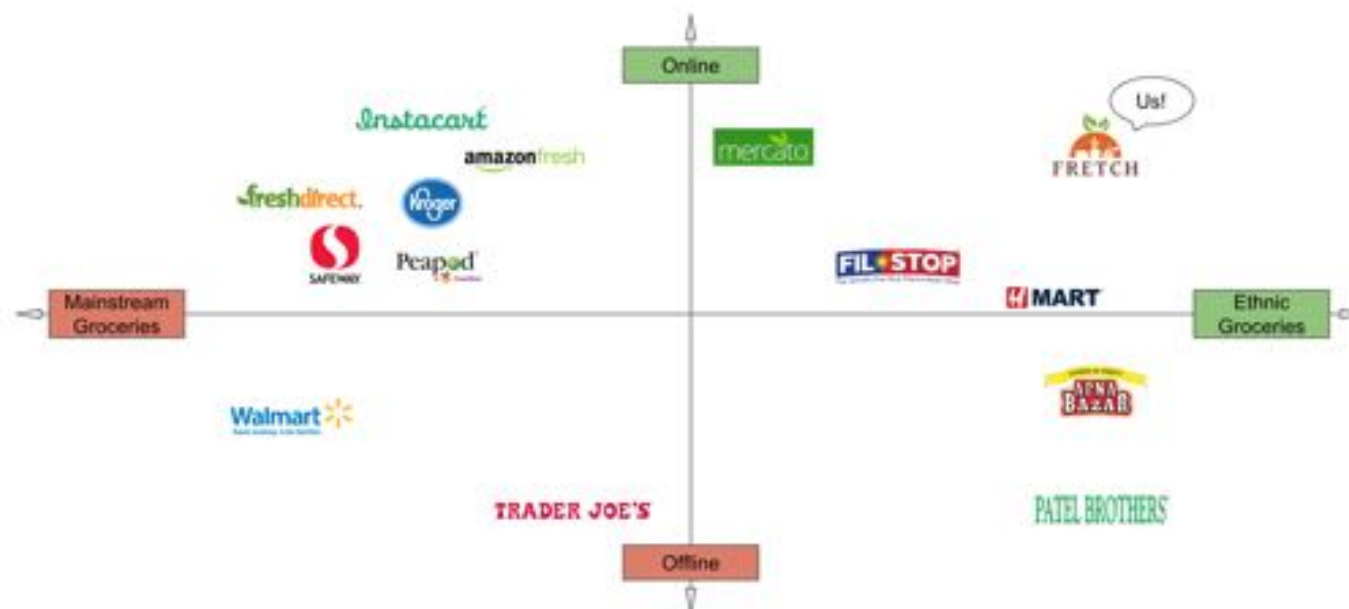
And if 25% of the U.S. population identifies as part of an ethnic community--that is about 81 million people. Here's the breakdown:

- 5.6% Asian Americans
- 3.2% Middle Eastern
- 17% various Hispanic and Latino ethnicities

Assuming 50% interest and utilization, the ethnic grocery market size can be estimated to be about 10-15% of the U.S. grocery store sales (\$641 B) or about \$65 billion-\$100 billion annually in the US.

## Large scale grocery delivery services don't offer much in ethnic foods

Our primary competitors are Amazon Fresh, Freshdirect, Peapod, and other ethnic retail outlets. But our sheer variety of offerings within a particular ethnic niche makes us the comprehensive go-to service for the grocery requirements of that ethnic group. Most ethnic community-specific retail outlets, on the other hand, do not have a nimble, local delivery system in place and are severely limited in reach. We're really out on our own when it comes to offering online orders and delivery in the ethnic grocery space.



Furthermore, our consistent focus on maintaining high product quality, packaging, and a world-class customer experience, coupled with investments in setting up business and technology processes to enable a seamless loop of orders, fulfillment and feedback puts us in a very serious position to capture a big piece of this lucrative pie.

## Bootstrapped & profitable

Fretch started with the Founder's personal funds and savings of about \$200K. Loans were taken from friends and family along the way that have now been completely paid off.

We 100% bootstrapped, and are now profitable with a healthy growth trend. That said, we want to expand faster, and spend more on growth, technology and marketing, for which we're looking for funding that will further fuel our next growth spurt (see roadmap below).

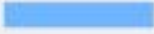


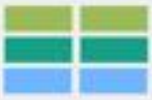

We are in talks with a few high profile angel investors, but primarily, it's all right here at Republic.

## Our roadmap

Within the last year, our focus has been to perfect our business model and the internal processes, and most importantly, to establish profitability within the model. Having **achieved sustained profitability** and established benchmarks for various internal

processes from inventory management to staff management to product quality management, we are now at a point where we are **primed to grow exponentially**. The business model, the processes, and the financial numbers can support this growth.

Our focus now is to invest in user acquisition, customer retention, and E-Commerce technology to materialize the growth.

Timeline	t<0 (Previous State)	t=0 (Current State)	t=12 to 18 Months	t=24 to 36 Months	t=36 to 60 Months
Progress					
	1 Ethnicity / 1 Location	1 Ethnicity / 1 Location	2 Ethnicities / 1 Location	3 Ethnicities / 2 Locations	X Ethnicities / Y Locations
Milestones	<ul style="list-style-type: none"> <li>● Setup Warehouse</li> <li>● Establish Vendor Network</li> <li>● Establish Business Model</li> <li>● Establish Profitability</li> </ul>	<ul style="list-style-type: none"> <li>● Extensive Marketing / Grow 2-3x</li> <li>● Improve Customer Experience</li> <li>● Perfect Internal Processes</li> </ul>	<ul style="list-style-type: none"> <li>● Identify, Research, &amp; Understand Second Ethnicity</li> <li>● Build &amp; Market</li> <li>● Separate Web Entity to Cater to Second Ethnicity</li> <li>● Replicate Business Model</li> </ul>	<ul style="list-style-type: none"> <li>● Setup Second Warehouse Location</li> <li>● Extend Business Model</li> </ul>	<ul style="list-style-type: none"> <li>● Grow, Grow Fast</li> <li>● Exit</li> </ul>

We envision the next phase of the company to replicate the business model that we have built so far to expand into other ethnicities and geographies within the US.

## Key team-members

## Why we're the right ones for the job.

The Fretch team has just the right experience for what we're doing:

- A grocery delivery company founded by veterans in the field with 10 years of experience in grocery and delivery
- 11 years of relevant experience in customer service
- 12 years of relevant experience in data analytics

And most of all, we not only share a love of food, but we also have a deep understanding of the problem experienced personally, and by friends and family.



### **Naresh Mulchandani** **Founder & CEO**

Naresh is an ardent problem solver and engineer at heart. His love for home-cooked food is what got the ball rolling and got Fretch to where it is. He has over 12 years of experience in Data Analytics and Data Architecture with companies such as McKinsey, Citigroup, and Deloitte. Before that he got his Bachelors and Masters in Engineering from IIT Bombay.



### **Yogesh Lal (Yogi)** **Chief Operations Officer**

Yogi is the cool and calm within a storm, just as his name would suggest. Pressure means nothing to him! He has extensive experience working with ethnic grocery stores (Apna Bazaar) and warehouses and has expertise in Warehouse Operations, Inventory Control, & Vendor Relations.



### **Amit Batra** **Advisor & Financial Controller**

Amit eats Strategy for breakfast. He then talks and breathes Strategy the rest of the day. He is a beer connoisseur and a natural social connector and believes in Social Equity. He is a serial entrepreneur & a data analytics consultant.



### **Ankit Sindhi** **Marketing Advisor**





Ankit is an opinionated and thoughtful marketer, an avid reader and a blogger. He has 10 years of result-driven marketing



...and a strong focus on growth in markets with high marketing  
experience including product, digital, and offline.

# Join us on this exciting journey

Let's celebrate the diversity of our great country with one of its most important cultural ingredients - Food! Get in on the ground floor while you still can!

Team	<hr/>		
		Naresh Mulchandani	Founder & CEO
		Yogesh Lal (Yogi)	Chief Operations Officer
		Amit Batra	Advisor & Financial Controller
		Ankit Sindhi	Marketing Advisor

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**Perks**

<b>\$250</b>	A 'thank you' note from the Fretch team
<b>\$500</b>	All of the above PLUS your name featured on a very special investor page on the Fretch website
<b>\$1,000</b>	All of the above PLUS a special care package thoughtfully curated with the best of what we sell
<b>\$5,000</b>	All of the above PLUS we'll share with you an annual video update with the Fretch founding team keeping you updated with the progress, the vision, and the plan to get there
<b>\$10,000</b>	All of the above PLUS an invitation to annual Fretch investor dinner to be held in New York with the Fretch founding team
<b>\$25,000</b>	All of the above PLUS a quarterly one-on-one video meeting with the Fretch founding team where you get to ask us anything and brainstorm on any ideas that can potentially influence the direction of the company

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**FAQ**

<b>How do I earn a return?</b>	We are using Republic's Crowd SAFE security. Learn how this translates into a return on investment here.
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I'm Naresh.

When I moved to New York, my wife and I spent hours commuting every weekend to fetch groceries. No, we're not talking milk and eggs, but ingredients essential for cooking up a mouth-watering Indian meal --like that perfect spicy biryani, that just wasn't available at the local super markets. A South Asian dish simmering in our cozy Manhattan kitchen relieved our hunger... and our homesickness.

And traveling far to shop for those special groceries is a problem shared by people from many ethnicities. Whether you're from Asia, Middle East, South America, or anywhere else, you crave your favorite meals and likely have a hard time getting your ethnic produce, grains, spices, and condiments.

And that's why, from the back of my car, I started Fretch, an online delivery service for ethnic groceries. We've grown quite a bit since then. Once a single person operation, we have now delivered over 20,000 orders!

But there's a lot more we want to do. The ethnic grocery market is estimated to be anywhere between \$65 and \$100 billion dollars annually in the U.S...so we've only just begun! In order to improve service and meet increasing demand, we are looking to raise funds, which is why we need your help.

With Fretch - a play on the words "fresh" and "fetch" - we'll deliver the groceries right to your doorstep. You just worry about digging up your grandma's recipes.

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

IF THE INVESTOR LIVES OUTSIDE THE UNITED STATES, IT IS THE INVESTOR’S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN PURCHASER.

**FRETCH LLC**

**Crowd SAFE**

**Series 2019**

**(Crowdfunding Simple Agreement for Future Equity)**

THIS CERTIFIES THAT in exchange for the payment by [Investor Name] (the “**Investor**”, and together with all other Series 2019 Crowd SAFE holders, “**Investors**”) of \$[ ] (the “**Purchase Amount**”) on or about [Date of Crowd SAFE], Fretch LLC, a New York limited liability company (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s Capital Stock (defined below), subject to the terms set forth below.

The “**Discount**” is 12%.

The “**Valuation Cap**” is \$12,000,000.

See Section 2 for certain additional defined terms.

**1. Events**

(a) **Equity Financing.**

(i) If an Equity Financing occurs before this instrument terminates in accordance with Sections 1(b)-(d) (“**First Equity Financing**”), the Company shall notify the Investor of the closing of the First Equity Financing and of the Company’s discretionary decision to either (1) continue the term of this Crowd SAFE without converting the Purchase Amount to Capital Stock; or (2) issue to the Investor a number of units of the CF Shadow Series of Preferred Securities or Common Securities, as applicable, sold in the First Equity Financing. The number of shares of the CF Shadow Series of such Preferred Stock shall equal the quotient obtained by dividing (x) the Purchase Amount by (y) the applicable Conversion Price (such applicable Conversion Price, the “**First Financing Price**”).

(ii) If the Company elects to continue the term of this Crowd SAFE past the First Equity Financing and another Equity Financing occurs before the termination of this Crowd SAFE in accordance with Sections 1(b)-(d) (each, a “**Subsequent Equity Financing**”), the Company shall notify the Investor of the closing of the Subsequent Equity Financing and of the Company’s discretionary decision to either (1) continue the term of this Crowd SAFE without converting the Investor’s Purchase Amount to Capital Stock; or (2) issue to the Investor a number of shares of the CF Shadow Series of Preferred Stock sold in the Subsequent Equity Financing. The number of shares of the CF Shadow Series of such Preferred Stock shall equal to the quotient obtained by dividing (x) the Purchase Amount by (y) the First Financing Price.

(b) **Liquidity Event.**

(i) If there is a Liquidity Event before the termination of this instrument and before any Equity Financing, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option. In connection with this Section 1(b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Crowd SAFEs (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

(ii) If there is a Liquidity Event after one or more Equity Financings have occurred but before the termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (as described in the foregoing paragraph) or (ii) automatically receive from the Company a number of units of the most recent issued Preferred Securities equal to the Purchase Amount divided by the First Financing Price, if the Investor fails to select the cash option. Shares of Preferred Securities granted in connection therewith shall have the same liquidation rights and preferences as the shares of Preferred Securities issued in connection with the Company’s most recent Equity Financing.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument terminates in accordance with Sections 1(a) or 1(b), subject to the preferences applicable to any series of Preferred Securities, the Company will distribute its entire assets legally available for distribution with equal priority among the (i) Investors (on an as converted basis based on a valuation of Common Securities as determined in good faith by the Company’s board of directors at the time of Dissolution Event), (ii) all other holders of instruments sharing in the assets of the Company at the same priority as holders of Common Securities upon a Dissolution Event and (iii) and all holders of Common Securities.

(d) **Termination.** This instrument will terminate (without relieving the Company or the Investor of any obligations arising from a prior breach of or non-compliance with this instrument) upon the earlier to occur: (i) the issuance of units in the CF Shadow Series or Common Securities to the Investor pursuant to Section 1(a) or Section 1(b); or (ii) the payment, or setting aside for payment, of amounts due to the Investor pursuant to Sections 1(b) or 1(c).

## **2. Definitions**

**“Capital Stock”** shall mean the Common Securities or Preferred Securities of the Company.

**“CF Shadow Series”** shall mean a series of Preferred Securities that is identical in all respects to the shares of Preferred Securities issued in the relevant Equity Financing (e.g., if the Company sells Series A Preferred Securities in an Equity Financing, the Shadow Series would be Series A-CF Preferred Securities), except that:

- (i) CF Shadow Series unit holders shall have no voting rights and shall not be entitled to vote on any matter that is submitted to a vote or for the consent of the unit holders of the Company;
- (ii) Each of the CF Shadow Series unit holders shall enter into a proxy agreement, in the form of Exhibit A attached hereto, appointing the Intermediary as its irrevocable proxy with respect to any matter to which CF Shadow Series unit holders are entitled to vote by law. Entering into such proxy agreement is a condition of receiving CF Shadow Series units and such agreement provides that the Intermediary will vote with the majority of the holders of Preferred Securities of the Company's Capital Stock on any matters to which the proxy agreement applies; and
- (iii) CF Shadow Series unit holders have no information or inspection rights, except with respect to such rights not waivable by laws.

**“Change of Control”** means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

**“Common Securities”** means common limited liability company membership units of the Company or common stock of the Company, if the Company is restructured as a corporation, including the securities issuable upon the conversion of this instrument pursuant to Sections 1(a) or 1(b). For purposes of this Crowd SAFE, “common limited liability company membership units” refers to those interests in the Company that, as of the relevant event, would be last to receive a repayment of all capital contributions made in respect to such interests.

**“Conversion Price”** means either: (i) the Safe Price or (ii) the Discount Price, whichever calculation results in a greater number of shares of Preferred Stock.

**“Discount Price”** means the product of (i) the price per unit of sold in an Equity Financing and (ii) 100% less the Discount.

**“Dissolution Event”** means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company’s creditors, (iii) the commencement of a case (whether voluntary or involuntary) seeking relief under Title 11 of the United States Code (the “Bankruptcy Code”), or (iv) any other

liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

**“Equity Financing”** shall mean the next sale (or series of related sales) by the Company of its Equity Securities to one or more third parties following the date of this instrument from which the Company receives gross proceeds of not less than \$1,000,000 (excluding the conversion of any instruments convertible into or exercisable or exchangeable for Capital Stock, such as SAFEs or convertible promissory notes) with the principal purpose of raising capital.

**“Equity Securities”** shall mean Common Stock or Preferred Stock or any securities convertible into, exchangeable for or conferring the right to purchase (with or without additional consideration) Common Stock or Preferred Stock, except in each case, (i) any security granted, issued and/or sold by the Company to any director, officer, employee, advisor or consultant of the Company in such capacity for the primary purpose of soliciting or retaining his, her or its services, (ii) any convertible promissory notes issued by the Company, and (iii) any SAFEs issued.

**“Fully Diluted Capitalization”** shall mean the aggregate number of issued and outstanding units of Capital Stock, assuming full conversion or exercise of all convertible and exercisable securities then outstanding, including units of convertible Preferred Securities and all outstanding vested or unvested options or warrants to purchase Capital Stock, but excluding (i) the issuance of all shares of Capital Stock reserved and available for future issuance under any of the Company’s existing equity incentive plans, (ii) convertible promissory notes issued by the Company, (iii) any SAFEs, and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs.

**“IPO”** means the closing of the Company’s first firm commitment underwritten initial public offering of Common Securities pursuant to an effective registration statement filed under the Securities Act.

**“Liquidity Capitalization”** means the number, as of immediately prior to the Liquidity Event, of units of the Company’s Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Securities reserved and available for future grant under any equity incentive or similar plan; (ii) any SAFEs; and (iii) convertible promissory notes.

**“Liquidity Event”** means a Change of Control or an IPO.

**“Liquidity Price”** means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

**“Lock-up Period”** means the period commencing on the date of the final prospectus relating to the Company’s IPO, and ending on the date specified by the Company and the managing underwriter(s). Such period shall not exceed one hundred eighty (180) days, or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports, and (ii) analyst recommendations and opinions.

**“Preferred Securities”** means the preferred limited liability company membership units of the Company or preferred stock of the Company, if the Company is restructured as a corporation, including the securities issuable upon the conversion of this instrument pursuant to Sections 1(b)(i) or 1(d).

**“Regulation CF”** means Regulation Crowdfunding promulgated under the Securities Act.

“SAFE” means any simple agreement for future equity (or other similar agreement), including a Crowd SAFE, which is issued by the Company for bona fide financing purposes and which may convert into Capital Stock in accordance with its terms.

“Safe Price” means the price per share equal to the Valuation Cap divided by the Fully Diluted Capitalization.

### **3. *Company Representations***

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its organization, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current charter or bylaws; (ii) any material statute, rule or regulation applicable to the Company; or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this instrument, other than: (i) approvals from the Company’s members or manager; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary approvals for the authorization of units of CF Shadow Series or other Capital Stock issuable pursuant to Section 1.

(e) If the Company, prior to the conversion of this instrument, is restructured as a corporation, then it shall issue from its authorized but unissued shares of Capital Stock for issuance and delivery upon the conversion of this instrument, such number of shares of the CF Shadow Series or of Capital Stock, and, from time to time, will take all steps necessary to amend its charter to provide sufficient authorized numbers of shares of the CF Shadow Series or Capital Stock issuable upon the conversion of this instrument. All such shares shall be duly authorized, and when issued upon any such conversion, shall be validly issued, fully paid and non-assessable, free and clear of all liens, security interests, charges and other encumbrances or restrictions on sale and free and clear of all preemptive rights, except encumbrances or restrictions arising under federal or state securities laws.

(f) The Company is (i) not required to file reports pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”), (ii) not an investment company as defined in section 3 of the Investment Company Act of 1940, and is not excluded from the definition of investment

company by section 3(b) or section 3(c) of such Act, (iii) not disqualified from selling securities under Rule 503(a) of Regulation CF, (iv) not barred from selling securities under §4(a)(6) due to a failure to make timely annual report filings, (vi) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vii) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

#### **4. *Investor Representations***

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes a valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act or any state securities laws and are offered and sold hereby pursuant to Section 4(a)(6) of the Securities Act. The Investor understands that neither this instrument nor the underlying securities may be resold or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or pursuant to Rule 501 of Regulation CF, in which case certain state transfer restrictions may apply.

(c) The Investor is purchasing this instrument and the securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. Each Investor understands that the Securities have not been, and will not be, registered under the Securities Act or any state securities laws, by reason of specific exemptions under the provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of each Investor's representations as expressed herein.

(d) The Investor acknowledges, and is purchasing this instrument in compliance with, the investment limitations set forth in Rule 100(a)(2) of Regulation CF, promulgated under Section 4(a)(6)(B) of the Securities Act.

(e) The Investor acknowledges that the Investor has received all the information the Investor has requested from the Company and the Investor considers necessary or appropriate for deciding whether to acquire this instrument and the underlying securities, and the Investor represents that the Investor has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of this instrument and the underlying securities and to obtain any additional information necessary to verify the accuracy of the information given to the Investor. In deciding to purchase this instrument, the Investor is not relying on the advice or recommendations of the Company or of Republic.co and the Investor has made its own independent decision that an investment in this instrument and the underlying securities is suitable and appropriate for the Investor. The Investor understands that no federal or state agency has passed upon the merits or risks of an investment in this instrument and the underlying securities or made any finding or determination concerning the fairness or advisability of this investment.

(f) The Investor understands and acknowledges that as a Crowd SAFE investor, the Investor shall have no voting, information or inspection rights, aside from any disclosure requirements the Company is required to make under relevant securities regulations.

(g) The Investor understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for this instrument and the securities to be acquired by the Investor hereunder.

(h) If the Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Investor 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 this instrument, including (a) the legal requirements within its jurisdiction for the purchase of this instrument; (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, conversion, redemption, sale, or transfer of this instrument. The Investor's subscription and payment for and continued beneficial ownership of this instrument and the underlying securities will not violate any applicable securities or other laws of the Investor's jurisdiction. The Investor acknowledges that the Company has taken no action in foreign jurisdictions with respect to this instrument and the underlying securities.

(i) Each Investor further acknowledges that it has read, understood, and had ample opportunity to ask Company questions about its business plans, "Risk Factors," and all other information presented in Form C and the offering documentation.

(j) Each Investor represents that the Investor understands the substantial likelihood that the Investor will suffer a **TOTAL LOSS** of all capital invested, and that Investor is prepared to bear the risk of such total loss.

## ***5. Transfer Restrictions.***

(a) The Investor hereby agrees that during the Lock-up Period it will not, without the prior written consent of the managing underwriter: (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any units of Capital Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Capital Stock (whether such shares or any such securities are then owned by the Investor or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Capital Stock or other securities, in cash, or otherwise.

(b) The foregoing provisions of Section 5(a) will: (x) apply only to the IPO and will not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement; (y) not apply to the transfer of any shares to any trust for the direct or indirect benefit of the Investor or the immediate family of the Investor, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer will not involve a disposition for value; and (z) be applicable to the Investor only if all officers and directors of the Company are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than 5% of the outstanding Common Securities or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Securities. Notwithstanding anything herein to the contrary, the underwriters in connection with the IPO are intended third-party beneficiaries of Section 5(a) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto. The Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with Section 5(a) or that are necessary to give further effect thereto.



(c) In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to the Investor's registrable securities of the Company (and the Company shares or securities of every other person subject to the foregoing restriction) until the end of the Lock-up Period. The Investor agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Investor's registrable securities of the Company (and the shares or securities of the Company held by every other person subject to the restriction contained in Section 5(a)):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD BEGINNING ON THE EFFECTIVE DATE OF THE COMPANY'S REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

(d) Without in any way limiting the representations and warranties set forth in Section 4 above, the Investor further agrees not to make any disposition of all or any portion of this instrument or the underlying securities unless and until the transferee has agreed in writing for the benefit of the Company to make the representations and warranties set out in Section 4 and the undertaking set out in Section 5(a) and:

(i) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) The Investor shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition and, if reasonably requested by the Company, the Investor shall have furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration of such shares under the Securities Act.

(e) The Investor agrees that it shall not make any disposition of this instrument or any underlying securities to any of the Company's competitors, as determined by the Company in good faith.

(f) The Investor understands and agrees that the Company will place the legend set forth below or a similar legend on any book entry or other forms of notation evidencing this Crowd SAFE and any certificates evidencing the underlying securities, together with any other legends that may be required by state or federal securities laws, the Company's charter or bylaws, any other agreement between the Investor and the Company or any agreement between the Investor and any third party:

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE

SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT  
TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION  
THEREFROM.

**6. Miscellaneous**

(a) The Investor agrees to take any and all actions determined in good faith by the Company's board of directors or equivalent governance body to be advisable to reorganize this instrument and any shares of Capital Stock issued pursuant to the terms of this instrument into a special purpose vehicle or other entity designed to aggregate the interests of holders of Crowd SAFEs.

(b) Any provision of this instrument may be amended, waived or modified only upon the written consent of either (i) the Company and the Investor, or (ii) the Company and the majority of the Investors (calculated based on the Purchase Amount of each Investors Crowd SAFE).

(c) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(d) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, as such, any of the rights of a stockholder of the Company or any right to vote for the election of managers, directors or upon any matter submitted to equity holders at any meeting thereof, or to give or withhold consent to any Company action or to receive notice of meetings, or to receive subscription rights or otherwise until Common Stock has been issued upon the terms described herein.

(e) Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

(f) In the event any one or more of the terms or provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this instrument operate or would prospectively operate to invalidate this instrument, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this instrument and the remaining terms and provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(g) All securities issued under this instrument may be issued in whole or fractional parts.

(h) All rights and obligations hereunder will be governed by the laws of the State of New York, without regard to the conflicts of law provisions of such jurisdiction.

(i) Any dispute, controversy or claim arising out of, relating to or in connection with this instrument, including the breach or validity thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (the “**AAA**”) under its Commercial Arbitration Rules and Mediation Procedures (“**Commercial Rules**”). The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default thereof, appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be New York, NY. Except as may be required by law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

*(Signature page follows)*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

**FRETCH LLC**

By:

Name: Naresh Mulchandani

Title: Chief Executive Officer

Address: 160 Riverside Boulevard #30E, New York, NY 10069

Email: info@fretch.co

**INVESTOR:**

By:

Name:

## **Exhibit A – CF Shadow Share Proxy**

### **Irrevocable Proxy**

Reference is hereby made to a certain Crowdfunding Simple Agreement for Future Equity (the “**Crowd SAFE**”) dated [Crowd Safe Date] between Fretch LLC, a New York limited liability company (the “**Company**”) and [Investor Name] (“**Member**”). In connection with a conversion of Member’s investment in the Crowd SAFE into Preferred Securities of a CF Shadow Series (as defined in the Crowd SAFE) pursuant to the Crowd SAFE, the Member and OpenDeal Portal LLC (the “**Intermediary**”) as another holder of Preferred Securities of a CF Shadow Series hereby agree as follows:

#### **1. Grant of Irrevocable Proxy.**

- (a) With respect to all Preferred Securities of CF Shadow Series owned by the Member as of the date of this Irrevocable Proxy or any subsequent date (the “**Interests**”), Member hereby grants to Intermediary an irrevocable proxy under Section 212 of the Delaware General Corporation Law or Section 302 of the Delaware Limited Liability Company Act, as applicable, to vote the Interests in any manner that the Intermediary may determine in its sole and absolute discretion. For the avoidance of doubt, the Intermediary, as the holder of this irrevocable proxy (rather than the Member) will vote the Interests with respect to all meetings of equity holders and other actions (including actions by written consent in lieu of a meeting) on which holders of Interests may be entitled to vote. The Intermediary hereby agrees to vote all Interests consistently with the majority of the Preferred Securities on which the CF Shadow Series is based. This proxy revokes any other proxy granted by the Member at any time with respect to the Interests.
- (b) The Intermediary shall have no duty, liability or obligation whatsoever to the Member arising out of the Intermediary’s exercise of the this irrevocable proxy. The Member expressly acknowledges and agrees that (i) the Member will not impede the exercise of the Intermediary’s rights under this irrevocable proxy and (ii) the Member waives and relinquishes any claim, right or action the Member might have, as an equity holder of the Company or otherwise, against the Intermediary or any of its affiliates or agents (including any directors, officers, managers, members, and employees) in connection with any exercise of the irrevocable proxy granted hereunder.
- (c) This irrevocable proxy shall expire as to those Interests on the earlier of (i) the date that such Interests are converted into Common Securities of the Company or (ii) the date that such Interests are converted to cash or a cash equivalent, but shall continue as to any Interests not so converted.

**2. Legend.** The Member agrees to permit an appropriate legend on certificates evidencing the Interests or any transfer books or related documentation of ownership reflecting the grant of the irrevocable proxy contained in the foregoing Section 1.

**3. Representations and Warranties.** The Member represents and warrants to the Intermediary as follows:

- (a) The Member has the all necessary rights, power and authority to execute, deliver and perform his obligations under this Irrevocable Proxy. This Irrevocable Proxy has been duly executed and

delivered by the Member and constitutes such Member's legal and valid obligation enforceable against the Member in accordance with its terms.

- (b) The Member is the record owner of the Interests and the Member has plenary voting and dispositive power with respect to such Interests; the Member owns no other equity of the Company; there are no proxies, voting trusts or other agreements or understandings to which such Member is a party or bound by and which expressly require that any of the Interests be voted in any specific manner other than pursuant to this irrevocable proxy. The Member has not entered into any agreement or arrangement inconsistent with this irrevocable proxy.

**4. Equitable Remedies.** The Member acknowledges that irreparable damage would result if this irrevocable proxy is not specifically enforced and that, therefore, the rights and obligations of the Intermediary may be enforced by a decree of specific performance issued by arbitration pursuant to the Crowd SAFE, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, not be exclusive and shall be in addition to any other remedies that the Intermediary may otherwise have available.

**5. Defined Terms.** All terms defined in this irrevocable proxy shall have the meaning defined herein. All other terms will be interpreted in accordance with the Crowd SAFE.

**6. Amendment.** Any provision of this instrument may be amended, waived or modified only upon the written consent of the (i) the Member and (ii) the Intermediary .

**7. Assignment.**

- (a) In the event the Member wishes to transfer, sell, hypothecate or otherwise assign any Interests, the Member hereby agrees to require, as a condition of such action, that the counterparty or counterparties thereto must enter into a proxy agreement with the Intermediary substantially identical to this irrevocable proxy.
- (b) The Intermediary may transfer its rights under this instrument after giving prior written notice to the Member.

**8. Severability.** In the event any one or more of the terms or provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this instrument operate or would prospectively operate to invalidate this instrument, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this instrument and the remaining terms and provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

**INVESTOR:**

By:  
Name:

Date:

**INTERMEDIARY:**

By:  
Name:

CCO, OpenDeal Portal LLC d/b/a Republic

Date:

