

**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***  
goDeskless Inc.

***Legal status of issuer***

***Form***  
Corporation

***Jurisdiction of Incorporation/Organization***  
Delaware

***Date of organization***  
May 8, 2015

***Physical address of issuer***  
7773 Kelly Canyon Dr, Dublin, CA 94568

***Website of issuer***  
www.godeskless.com

***Name of intermediary through which the Offering will be conducted***  
MicroVenture Marketplace Inc.

***CIK number of intermediary***  
0001478147

***SEC file number of intermediary***

008-68458

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

152513

***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***

At the conclusion of the Offering, the Issuer shall pay to the Intermediary a fee consisting of five percent (5%) commission based on the amount of investments raised in the Offering and paid upon distribution of funds from escrow at the time of closing.

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

The Intermediary will receive a number of Crowd Notes of the Issuer equal to two percent (2%) of the total number of Securities sold by the Issuer in the Offering.

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

Evolve Bank & Trust

***Type of security offered***

Crowd Note

***Target number of Securities to be offered***

50,000

*Affiliates of the issuer may invest in the offering, and their investment would be counted toward achieving the target amount.*

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

\$1.00

***Target offering amount***

\$50,000.00

***Oversubscriptions accepted:***

☒ Yes

☐ No

***Oversubscriptions will be allocated:***

☐ Pro-rata basis

☐ First-come, first-served basis

☒ Other: At the Company's discretion

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

\$1,070,000.00

***Deadline to reach the target offering amount***

August 3, 2020

**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***

2

	<b>Most recent fiscal year-end (2019)</b>	<b>Prior fiscal year-end (2018)</b>
<b>Total Assets</b>	\$974,354.00	\$1,206,479.00
<b>Cash &amp; Cash Equivalents</b>	\$11,688.00	\$2,636.00
<b>Accounts Receivable</b>	\$185,319.00	\$46,879.00
<b>Short-term Debt</b>	\$343,617.00	\$620,206.00
<b>Long-term Debt</b>	\$1,347,044.00	\$1,813,087.00
<b>Revenues/Sales</b>	\$637,284.00	\$487,649.00
<b>Cost of Goods Sold</b>	\$81,879.00	\$118,104.00
<b>Taxes Paid</b>	\$4,330.00	\$4,683.00
<b>Net Income</b>	\$232,919.00	-\$9,702.00

***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

**June 5, 2020**

**FORM C/A**

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

**goDeskless Inc.**



### **Explanatory Note**

goDeskless Inc. (the "Company") is filing this Amendment to its Form C, which was first filed with the Securities and Exchange Commission on June 1, 2020. This Amendment is filed to correct and update information within the Company Summary (Exhibit B), Subscription Agreement (Exhibit C), and Pitch Deck (Exhibit E).

### **Crowd Note**

This Form C/A (including the cover page and all exhibits attached hereto, the "Form C/A") is being furnished by goDeskless Inc., a Delaware Corporation (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 Crowd Note of the Company (the "Securities"). Investors in Securities are sometimes referred to herein as "Purchasers." The Company intends to raise at least \$50,000.00 and up to \$1,070,000.00 from Investors in the offering of Securities described in this Form C/A (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 MicroVenture Marketplace, Inc. (the "Intermediary"). At the conclusion of the Offering, the Issuer shall pay to the Intermediary a fee consisting of five percent

(5%) commission based on the amount of investments raised in the Offering and paid upon distribution of funds from escrow at the time of closing. The Intermediary will receive a number of Crowd Notes of the Issuer equal to two percent (2%) of the total number of Securities sold by the Issuer in the Offering

	Price to Investors	Service Fees and Commissions (1)	Net Proceeds
<b>Minimum Individual Purchase Amount</b>	\$100.00	\$5.00	\$95.00
<b>Aggregate Minimum Offering Amount</b>	\$50,000.00	\$2,500.00	\$47,500.00
<b>Aggregate Maximum Offering Amount</b>	\$1,070,000.00	\$53,500.00	\$1,016,500.00

(1) This excludes fees to Company's advisors, such as attorneys and accountants.

**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/A 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 [www.godeskless.com](http://www.godeskless.com) 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/A is June 5, 2020.

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/A; 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/A ENTITLED "RISK FACTORS."

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

THIS FORM C/A 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/A, 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/A 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**

EVOLVE BANK & 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.

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

*This Form C/A 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/A 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/A 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/A, 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/A or any documents incorporated by reference herein or therein speaks only as of the date of this Form C/A. 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.*

## **ONGOING REPORTING**

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: [www.godeskless.com](http://www.godeskless.com)

- 1) The Company must continue to comply with the ongoing reporting requirements until:
- 2) the Company is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;
- 3) the Company has filed at least three annual reports pursuant to Regulation CF and has total assets that do not exceed \$10,000,000;
- 4) the Company has filed at least one annual report pursuant to Regulation CF and has fewer than 300 holders of record;
- 5) 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

- 6) the Company liquidates or dissolves its business in accordance with state law.

### **About this Form C/A**

You should rely only on the information contained in this Form C/A. We have not authorized anyone to provide you with information different from that contained in this Form C/A. 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/A is accurate only as of the date of this Form C/A, regardless of the time of delivery of this Form C/A 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/A 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/A. The Company does not expect to update or otherwise revise this Form C/A or other materials supplied herewith. The delivery of this Form C/A 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/A. This Form C/A 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/A and the Exhibits hereto. Each prospective Investor is urged to read this Form C/A and the Exhibits hereto in their entirety.

goDeskless Inc. (the "Company") is a Delaware Corporation, formed on May 8, 2015 as "Audetemi Inc.". The Company changed its name to "goDeskless Inc." on December 9, 2019.

The Company is located at 7773 Kelly Canyon Drive in Dublin, California 94568.

The Company's website is [www.godeskless.com](http://www.godeskless.com).

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

### **The Business**

The Company designs, manufactures, and markets cloud-based workforce automation platform specially designed for the "deskless workforce" – a company's frontline that interface with its customers and prospects. Deskless workers often work in a disconnected mode and depend on the office-based customer relationship management tool (CRM) users for critical customer information. This lack of direct access can create operational inefficiencies and customer experience friction with the three-way communication challenges between the customer, the CRM user, and the deskless worker, potentially resulting in significant revenue loss. We aim to solve these challenges by automating enterprise field operations in disconnected mode so deskless workers always have access to local data regardless of connectivity. goDeskless uses artificial intelligence (AI) to connect consumers to the deskless workers without CRM intervention or dependency. This can help offsite workers better utilize information and achieve higher efficiencies in deskless mode. We sell white-label ready smart-apps designed to work on smart phones and tablets for both consumers and deskless workers. We provide a consumer facing app for our customers' end users, and a field workforce management app for our customers' field workers. The consumers request service through our app and are automatically connected with the best available deskless worker. The consumer engages directly with the deskless worker while the CRM user takes a back seat and monitors. This experience was designed to mirror the popular shared economy platforms that automate on-demand service delivery such as food, appliance or travel. We charge per monthly active user per month that connects to our platform. We monetize by selling our platform through retail (direct sale to enterprises), wholesale (via resellers/partners), and white-label (bulk sales via managed service providers) channels.

**Exhibit B** to this Form C/A contains a detailed description of the Company's business and the industry within which it operates. Such description is incorporated herein by reference. Purchasers are encouraged to carefully review **Exhibit B** to this Form C/A.

## The Offering

<b>Minimum amount of Crowd Note being offered</b>	\$50,000 Principal Amount
<b>Total Crowd Note outstanding after Offering (if minimum amount reached)</b>	\$50,000 Principal Amount
<b>Maximum amount of Crowd Note</b>	\$1,070,000 Principal Amount
<b>Total Crowd Note outstanding after Offering (if maximum amount reached)</b>	\$1,070,000 Principal Amount
<b>Purchase price per Security</b>	\$1.00
<b>Minimum investment amount per investor</b>	\$100.00
<b>Offering deadline</b>	August 3, 2020
<b>Use of proceeds</b>	See the description of the use of proceeds on page 25 hereof.
<b>Voting Rights</b>	See the description of the voting rights on page 38 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**

***We have a limited operating history upon which you can evaluate our performance, and accordingly, our prospects must be considered in light of the risks that any new company encounters.***

We were organized as a Delaware corporation in 2015. Accordingly, we have a limited history upon which an evaluation of our prospects and future performance can be made. Our proposed operations are subject to all business risks associated with new enterprises. The likelihood of our creation of a viable business must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the inception of a business, operation in a competitive industry, and the continued development of advertising, promotions, and a corresponding client base. We anticipate that our operating expenses will increase for the near future. There can be no assurances that we will ever operate profitably. You should consider the Company's business, operations and prospects in light of the risks, expenses and challenges faced as an early-stage company.

***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 approximately 79.3% of the Company. Subject to any fiduciary duties owed to our other owners or investors under Delaware 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'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 Chief Executive Officer Ashish Joshi, Chief Architect Hari Gutlapalli, and Chief Technology Officer Pramod Cherukumilli. The Company has or intends to enter into employment agreements with these individuals, although there can be no assurance that it will do so or that he will continue to be employed by the Company for a particular period of time. The loss of these individuals, 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.

***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 Ashish Joshi, Hari Gutlapalli, and Pramod Cherukumilli 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 these individuals were to 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.

***In order for the Company to compete and grow, it must attract, recruit, retain and develop the necessary personnel who have the needed experience.***

Recruiting and retaining highly qualified personnel is critical to our success. These demands may require us to hire additional personnel and will require our existing management personnel to develop additional expertise. We face intense competition for personnel. The failure to attract and retain personnel or to develop such expertise could delay or halt the development and commercialization of our product candidates. If we experience difficulties in hiring and retaining personnel in key positions, we could suffer from delays in product development, loss of customers and sales and diversion of management resources, which could adversely affect operating results. Our consultants and advisors may be employed by third parties and may have commitments under consulting or advisory contracts with third parties that may limit their availability to us.

***Changes in employment laws or regulation could harm our performance.***

Various federal and state labor laws govern our relationship with our employees and affect operating costs. These laws include minimum wage requirements, overtime pay, healthcare reform and the implementation of the Patient Protection and Affordable Care Act, unemployment tax rates, workers' compensation rates, citizenship requirements, union membership and sales taxes. A number of factors could adversely affect our operating results, including additional government-imposed increases in minimum wages, overtime pay, paid leaves of absence and mandated health benefits, mandated training for employees, increased tax reporting and tax payment requirements for employees who receive tips, a reduction in the number of states that allow tips to be credited toward minimum wage requirements, changing regulations from the National Labor Relations Board and increased employee litigation including claims relating to the Fair Labor Standards Act.

***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 both the U.S. and various foreign jurisdictions.***

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.

***We have not prepared any audited financial statements.***

Therefore, you have no audited financial information regarding the Company's capitalization or assets or liabilities on which to make your investment decision. If you feel the information provided is insufficient, you should not invest in the Company.

***The products we sell are advanced, and we need to rapidly and successfully develop and introduce new products in a competitive, demanding and rapidly changing environment.***

To succeed in our intensely competitive industry, we must continually improve, refresh and expand our product and service offerings to include newer features, functionality or solutions, and keep pace with price-to-performance gains in the industry. Shortened product life cycles due to customer demands and competitive pressures impact the pace at which we must introduce and implement new technology. This requires a high level of innovation by both our software developers and the suppliers of the third-party software components included in our systems. In addition, bringing new solutions to the market entails a costly and lengthy process, and requires us to accurately anticipate customer needs and technology trends. We must continue to respond to market demands, develop leading technologies and maintain leadership in analytic data solutions performance and scalability, or our business operations may be adversely affected.

We must also anticipate and respond to customer demands regarding the compatibility of our current and prior offerings. These demands could hinder the pace of introducing and implementing new technology. Our future results may be affected if our products cannot effectively interface and perform well with software products of other companies and with our customers' existing IT infrastructures, or if we are unsuccessful in our efforts to enter into agreements allowing integration of third-party technology with our database and software platforms. Our efforts to develop the interoperability of our products may require significant investments of capital and employee resources. In addition, many of our principal products are used with products offered by third parties and, in the future, some vendors of non-Company products may become less willing to provide us with access to their products, technical information and marketing and sales support. As a result of these and other factors, our ability to introduce new or improved solutions could be adversely impacted and our business would be negatively affected.

***If we do not respond to technological changes or upgrade our websites and technology systems, our growth prospects and results of operations could be adversely affected.***

To remain competitive, we must continue to enhance and improve the functionality and features of our websites and technology infrastructure. As a result, we will need to continue to improve and expand our hosting and network infrastructure and related software capabilities. These improvements may require greater levels of spending than we have experienced in the past. Without such improvements, our operations might suffer from unanticipated system disruptions, slow application performance or unreliable service levels, any of which could negatively affect our reputation and ability to attract and retain customers and contributors. Furthermore, in order to continue to attract and retain new customers, we are likely to incur expenses in connection with continuously updating and improving our user interface and experience. We may face significant delays in introducing new services, products and enhancements. If competitors introduce new products and services using new technologies or if new industry standards and practices emerge, our existing websites and our proprietary technology and systems may become obsolete or less

competitive, and our business may be harmed. In addition, the expansion and improvement of our systems and infrastructure may require us to commit substantial financial, operational and technical resources, with no assurance that our business will improve.

***The development and commercialization of our products is highly competitive.***

We face competition with respect to any products that we may seek to develop or commercialize in the future. Our competitors include major companies worldwide. Many of our competitors have significantly greater financial, technical and human resources than we have and superior expertise in research and development and marketing approved products and thus may be better equipped than us to develop and commercialize products. These competitors also compete with us in recruiting and retaining qualified personnel and acquiring technologies. Smaller or early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. Accordingly, our competitors may commercialize products more rapidly or effectively than we are able to, which would adversely affect our competitive position, the likelihood that our products will achieve initial market acceptance, and our ability to generate meaningful additional revenues from our products.

***We rely heavily on our technology and intellectual property, but we may be unable to adequately or cost-effectively protect or enforce our intellectual property rights, thereby weakening our competitive position and increasing operating costs.***

To protect our rights in our services and technology, we rely on a combination of copyright and trademark laws, patents, trade secrets, confidentiality agreements with employees and third parties, and protective contractual provisions. We also rely on laws pertaining to trademarks and domain names to protect the value of our corporate brands and reputation. Despite our efforts to protect our proprietary rights, unauthorized parties may copy aspects of our services or technology, obtain and use information, marks, or technology that we regard as proprietary, or otherwise violate or infringe our intellectual property rights. In addition, it is possible that others could independently develop substantially equivalent intellectual property. If we do not effectively protect our intellectual property, or if others independently develop substantially equivalent intellectual property, our competitive position could be weakened.

Effectively policing the unauthorized use of our services and technology is time-consuming and costly, and the steps taken by us may not prevent misappropriation of our technology or other proprietary assets. The efforts we have taken to protect our proprietary rights may not be sufficient or effective, and unauthorized parties may copy aspects of our services, use similar marks or domain names, or obtain and use information, marks, or technology that we regard as proprietary. We may have to litigate to enforce our intellectual property rights, to protect our trade secrets, or to determine the validity and scope of others' proprietary rights, which are sometimes not clear or may change. Litigation can be time consuming and expensive, and the outcome can be difficult to predict.

***The Company could be negatively impacted if found to have infringed on intellectual property rights.***

Technology companies, including many of the Company's competitors, frequently enter into litigation based on allegations of patent infringement or other violations of intellectual property rights. In addition, patent holding companies seek to monetize patents they have purchased or otherwise obtained. As the Company grows, the intellectual property rights claims against it will likely increase. The Company intends to vigorously defend infringement actions in court and before the U.S. International Trade Commission. The plaintiffs in these actions frequently seek injunctions and substantial damages. Regardless of the scope or validity of such patents or other

intellectual property rights, or the merits of any claims by potential or actual litigants, the Company may have to engage in protracted litigation. If the Company is found to infringe one or more patents or other intellectual property rights, regardless of whether it can develop non-infringing technology, it may be required to pay substantial damages or royalties to a third-party, or it may be subject to a temporary or permanent injunction prohibiting the Company from marketing or selling certain products. In certain cases, the Company may consider the desirability of entering into licensing agreements, although no assurance can be given that such licenses can be obtained on acceptable terms or that litigation will not occur. These licenses may also significantly increase the Company's operating expenses.

Regardless of the merit of particular claims, litigation may be expensive, time-consuming, disruptive to the Company's operations and distracting to management. In recognition of these considerations, the Company may enter into arrangements to settle litigation. If one or more legal matters were resolved against the Company's consolidated financial statements for that reporting period could be materially adversely affected. Further, such an outcome could result in significant compensatory, punitive or trebled monetary damages, disgorgement of revenue or profits, remedial corporate measures or injunctive relief against the Company that could adversely affect its financial condition and results of operations.

***We rely on agreements with third parties to provide certain services, goods, technology, and intellectual property rights necessary to enable us to implement some of our applications.***

Our ability to implement and provide our applications and services to our clients depends, in part, on services, goods, technology, and intellectual property rights owned or controlled by third parties. These third parties may become unable to or refuse to continue to provide these services, goods, technology, or intellectual property rights on commercially reasonable terms consistent with our business practices, or otherwise discontinue a service important for us to continue to operate our applications. If we fail to replace these services, goods, technologies, or intellectual property rights in a timely manner or on commercially reasonable terms, our operating results and financial condition could be harmed. In addition, we exercise limited control over our third-party vendors, which increases our vulnerability to problems with technology and services those vendors provide. If the services, technology, or intellectual property of third parties were to fail to perform as expected, it could subject us to potential liability, adversely affect our renewal rates, and have an adverse effect on our financial condition and results of operations.

***Indemnity provisions in various agreements potentially expose us to substantial liability for intellectual property infringement and other losses.***

Our agreements with advertisers, advertising agencies, customers and other third parties may include indemnification provisions under which we agree to indemnify them for losses suffered or incurred as a result of claims of intellectual property infringement, damages caused by us to property or persons, or other liabilities relating to or arising from our products, services or other contractual obligations. The term of these indemnity provisions generally survives termination or expiration of the applicable agreement. Large indemnity payments would harm our business, financial condition and results of operations. In addition, any type of intellectual property lawsuit, whether initiated by us or a third party, would likely be time consuming and expensive to resolve and would divert management's time and attention.

***If we fail to maintain or expand our relationships with our suppliers, we may not have adequate access to new or key technology necessary for our products, which may impair our ability to deliver leading-edge products.***

In addition to the technologies we develop, our suppliers develop product innovations at our direction that are requested by our customers. Further, we rely heavily on our component suppliers to provide us with leading-edge components that conform to required specifications or contractual arrangements on time and in accordance with a product roadmap. If we are not able to maintain or expand our relationships with our suppliers or continue to leverage their research and development capabilities to develop new technologies desired by our customers, our ability to deliver leading-edge products in a timely manner may be impaired and we could be required to incur additional research and development expenses. Also, disruption in our supply chain or the need to find alternative suppliers could impact the costs and/or timing associated with procuring necessary products, components and services. Similarly, suppliers have operating risks that could impact our business. These risks could create product time delays, inventory and invoicing problems, staging delays, and other operational difficulties.

***We depend on profitable royalty-bearing licenses of our technology, and if we are unable to maintain and generate such license agreements, then we may not be able to sustain existing levels of revenue or increase revenue.***

We depend upon the identification, investment in and license of new patents for our revenues. If we are unable to maintain such license agreements and to continue to develop new license arrangements, then we may not have the resources to identify new technology-based opportunities for future patents and inventions in order to maintain sustainable revenue and growth.

Our current or future license agreements may not provide the volume or quality of royalty revenue to sustain our business. In some cases, other technology sources may compete against us as they seek to license and commercialize technologies. These and other strategies may reduce the number of technology sources and potential clients to whom we can market our services. Our inability to maintain current relationships and sources of technology or to secure new licensees, may have a material adverse effect on our business and results of operations.

***We depend on a few major clients/customers for a substantial portion of our net sales.***

For example, during fiscal year ended December 2018, two clients accounted for the majority of our net sales. The loss of all or a substantial portion of our sales to any of our large-volume customers could have a material adverse effect on our financial condition and results of operations by reducing cash flows and our ability to spread costs over a larger revenue base. In addition, our largest customers have an increased ability to influence pricing and other contract terms. Although we strive to broaden and diversify our customer base, a significant portion of our revenue is derived from a relatively small number of customers. Consequently, a significant loss of business from, or adverse performance by, our major customers, may have a material adverse effect on our financial condition, results of operations and cash flows. Similarly, the renegotiation of major customer contracts may also have an adverse effect on our financial results. We are also subject to credit risk associated with our customer concentration. If one or more of our largest customers were to become bankrupt, insolvent or otherwise were unable to pay for services provided, we may incur significant write-offs of accounts receivable or incur lease or asset-impairment charges that may have a material adverse effect on our financial condition, results of operations or cash flows.

Most of our significant long-term customer contracts permit quarterly or other periodic adjustments to pricing based on decreases and increases in component prices and other factors, however we typically bear the risk of component price increases that occur between any such re-



pricings or, if such re-pricing is not permitted, during the balance of the term of the particular customer contract. Accordingly, certain component price increases could adversely affect our gross profit margins.

***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.

***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 Company intends to use the proceeds from the Offering for unspecified working capital.***

This means that the Company has ultimate discretion to use the proceeds as it sees fit and has chosen not to set forth any specific uses for you to evaluate. The net proceeds from this Offering will be used for the purposes, which our management deems to be in our best interests in order to address changed circumstances or opportunities. As a result of the foregoing, our success will be substantially dependent upon our discretion and judgment with respect to application and allocation of the net proceeds of this Offering. The Company may choose to use the proceeds in a manner that you do not agree with and you will have no recourse. A use of proceeds that does not further the Company's business and goals could harm the Company and its operations and ultimately cause an Investor to lose all or a portion of his or her investment.

***The amount of capital the Company is attempting to raise in this Offering is not enough to sustain the Company's current business plan.***

In order to achieve the Company's near and long-term goals, the Company will need to procure funds in addition to the amount raised in the Offering. There is no guarantee the Company will be able to raise such funds on acceptable terms or at all. If we are not able to raise sufficient capital in the future, we will not be able to execute our business plan, our continued operations will be in jeopardy and we may be forced to cease operations and sell or otherwise transfer all or substantially all of our remaining assets, which could cause an Investor to lose all or a portion of his or her investment.

***Industry consolidation may result in increased competition, which could result in a loss of customers or a reduction in revenue.***

Some of our competitors have made or may make acquisitions or may enter into partnerships or other strategic relationships to offer more comprehensive services than they individually had offered or achieve greater economies of scale. In addition, new entrants not currently considered to be competitors may enter our market through acquisitions, partnerships or strategic relationships. We expect these trends to continue as companies attempt to strengthen or maintain their market positions. The potential entrants may have competitive advantages over us, such as greater name recognition, longer operating histories, more varied services and larger marketing budgets, as well as greater financial, technical and other resources. The companies resulting from combinations or that expand or vertically integrate their business to include the market that we address may create more compelling service offerings and may offer greater pricing flexibility than we can or may engage in business practices that make it more difficult for us to compete effectively, including on the basis of price, sales and marketing programs, technology or service functionality. These pressures could result in a substantial loss of our customers or a reduction in our revenue.

***Cyclical and seasonal fluctuations in the economy, in internet usage and in traditional retail shopping may have an effect on our business.***

Both cyclical and seasonal fluctuations in internet usage and traditional retail seasonality may affect our business. Internet usage generally slows during the summer months, and queries typically increase significantly in the fourth quarter of each year. These seasonal trends may cause fluctuations in our quarterly results, including fluctuations in revenues.

***Our business, results of operations, and financial condition may be impacted by the recent coronavirus (COVID-19) outbreak.***

The ongoing and evolving coronavirus (COVID-19) outbreak, which was designated as a pandemic by the World Health Organization on March 11, 2020, has caused substantial disruption in international and U.S. economies and markets. If repercussions of the outbreak are prolonged, they could have a materially significant adverse impact on our business. The Company's management cannot at this point estimate the impact of the outbreak on its business, and no provision for this outbreak is reflected in the accompanying financial statements.

***Affiliates of the Company, including officers, directors and existing shareholders of the Company, may invest in this Offering and their funds will be counted toward the Company achieving the Minimum Amount.***

There is no restriction on affiliates of the Company, including its officers, directors and existing shareholders, investing in the Offering. As a result, it is possible that if the Company has raised some funds, but not reached the Minimum Amount, affiliates can contribute the balance so that there will be a closing. The Minimum Amount is typically intended to be a protection for investors

and gives investors confidence that other investors, along with them, are sufficiently interested in the Offering and the Company and its prospects to make an investment of at least the Minimum Amount. By permitting affiliates to invest in the offering and make up any shortfall between what non-affiliate investors have invested and the Minimum Amount, this protection is largely eliminated. Investors should be aware that no funds other than their own and those of affiliates investing along with them may be invested in this Offering.

***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.

## **Risks Related to the Securities**

***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/A and all Exhibits carefully and should consult with its own attorney and business advisor prior to making any investment decision.

***Upon conversion of the Crowd Notes, Purchasers who are not "Major Investors" will grant a proxy to vote their underlying securities to the intermediary or its affiliate, and, thus, will not have the right to vote on any matters coming before the shareholders of the Company for a vote. By granting this proxy you are giving up your right to vote on important matters, including significant corporate actions like mergers, amendments to our certificate of incorporation, a liquidation of our company and the election of our directors.***

Upon conversion of the Crowd Notes and by virtue of a provision contained in the Crowd Notes, if you are not a Major Investor, that is, an investor who has purchased at least \$25,000 in principal amount of the Crowd Notes, you will grant a proxy to the intermediary or its affiliate to vote the underlying securities that you will acquire upon conversion on all matters coming before the shareholders for a vote. The intermediary does not have any fiduciary duty to you to vote shares in a manner that is in your best interests. Accordingly, the intermediary may vote its proxy in a manner that may not be in the best interests of you as a security holder. For example, the intermediary may vote the proxy in favor of an amendment to our charter that adversely affects the rights of the holders of your class of securities in order to allow for a new investment to occur where the new investor requires senior rights.

***The Crowd Note will not be freely tradable until one year from the initial purchase date. Although the Crowd Note 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 Crowd Note. Because the Crowd Note have not been registered

under the Securities Act of 1933, as amended (the "Securities Act") or under the securities laws of any state or non-United States jurisdiction, the Crowd Note 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 Crowd Note may also adversely affect the price that you might be able to obtain for the Crowd Note 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.

***You will not have a vote or influence on the management of the Company.***

All decisions with respect to the management of the Company will be made exclusively by the officers, directors, managers or employees of the Company. You, as a Purchaser of Crowd Notes, will have no ability to vote on issues of Company management and will not have the right or power to take part in the management of the company and will not be represented on the board of directors or managers of the Company. Accordingly, no person should purchase a Security unless he or she is willing to entrust all aspects of management to the Company.

***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. 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 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. With respect to Purchasers who invest less than \$25,000 in the Securities, the Company has ultimate discretion as to whether or not to convert the Securities upon a future equity financing and such Purchasers have no right to demand such conversion. Only in limited circumstances, such as a liquidity event, may Such 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, with respect to those Purchasers who invest less than \$25,000, 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 it will successfully effectuate the its 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 things, 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/A 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**

The Company designs, manufactures, and markets cloud-based workforce automation platform specially designed for the "deskless workforce" – a company's frontline that interface with its customers and prospects. Deskless workers often work in a disconnected mode and depend on the office-based customer relationship management tool (CRM) users for critical customer information. This lack of direct access can create operational inefficiencies and customer experience friction with the three-way communication challenges between the customer, the CRM user, and the deskless worker, potentially resulting in significant revenue loss. We aim to solve these challenges by automating enterprise field operations in disconnected mode so deskless workers always have access to local data regardless of connectivity. goDeskless uses artificial intelligence (AI) to connect consumers to the deskless workers without CRM intervention or dependency. This can help offsite workers better utilize information and achieve higher efficiencies in deskless mode. We sell white-label ready smart-apps designed to work on smart phones and tablets for both consumers and deskless workers. We provide a consumer facing app for our customers' end users, and a field workforce management app for our customers' field workers. The consumers request service through our app and are automatically connected with the best available deskless worker. The consumer engages directly with the deskless worker while the CRM user takes a back seat and monitors. This experience was designed to mirror the popular shared economy platforms that automate on-demand service delivery such as food, appliance or travel. We charge per monthly active user per month that connects to our platform. We monetize by selling our platform through retail (direct sale to enterprises), wholesale (via resellers/partners), and white-label (bulk sales via managed service providers) channels.

### **Business Plan**

The Company hopes to bring a game-changing, differentiated, "consumerized" user experience to its customers in the enterprise space through its innovative software and services. We plan to disrupt the current CRM-tethered experience. The Company's business strategy seeks to leverage

its proprietary cloud platform, AI algorithms, application software, and services to provide its customers products and solutions with innovative design, superior ease-of-use, and seamless/direct consumer-to-field engagement experience. To aid our strategy and penetrate the market, our low unit cost (\$5 per user per month) helps us effectively compete with our competition. We hope to penetrate the market as a "loss leader" with our low cost, all-in-one offering, and become a mass leader by collecting a substantial user base. As part of its strategy, the Company continues to expand and connect its platform to additional third-party CRM platforms. Customers can discover and download our smart apps through a variety of devices, including Apple and Android.

## History of the Business

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

Product / Service	Description	Current Market
goDeskless Data Cloud	Centralizes and transforms enterprise data into simple, consumable data sets while providing reporting and predictive analytics capabilities to businesses.	Primary User: The deskless/field worker. We sell to two tiers - 1) Managed Service Providers that white label and resell the app, and 2) Retail enterprises that brand and use the app for automating their own field functions. Our target industries are asset-heavy, traditional industries such as Telco, Communication, Automotive, Oil & Gas, and Construction
goDeskless Engagement Cloud	Allows businesses to provide native app functionalities that can be embedded on smart devices.	Primary User: The deskless/field worker. We sell to two tiers - 1) Managed Service Providers that white label and resell the app, and 2) Retail enterprises that brand and use the app for automating their own field functions Our target industries are asset-heavy, traditional industries such as Telco, Communication, Automotive, Oil & Gas, and Construction
goDeskless Enterprise Cloud	Provides businesses common enterprise features in the form of microservices.	Primary User: The deskless/field worker. We sell to two tiers - 1) Managed Service Providers that white label and resell the app, and 2) Retail enterprises that brand and use the app for automating their own field functions Our target industries are asset-heavy, traditional industries such as Telco, Communication, Automotive, Oil & Gas, and Construction

## Competition

The Company's primary competitors are Salesforce, Click Software (Now Salesforce), ServiceTitan, Zinier.

The workforce automation market is broadly categorized into the following segments: (1) CRM platforms that offer field service management from services providers such as Salesforce, (2) best-of-breed field service products produced by such companies as Click Software and ServiceTitan, and (3) niche technology players like Zinier, that, that focus on a specific aspect of a technology solution, such as AI or scheduling. The current experience with all these segments tethers to a CRM/base platform. goDeskless hopes to differentiate by providing an experience that combines the niche technology and workforce automation. We focus on engaging the field workforce with the consumers by eliminating the dependency on the "middleman". We designed this "shared economy" experience for transparency, as well as superior engagement between deskless workers and the customers. goDeskless is also adaptable with its white-label design. This allows customers to potentially go to market in days instead of weeks. The deployment-agnostic model facilitates adoption flexibility as opposed to other categories that may be rigid in terms of their cloud deployment modes. We believe our highly engaging experience, the shared economy model, and ability to work offline set goDeskless apart.

## Customer Base

The Company has customers in three categories: Traditional industry enterprises, Managed Service Providers/Service Aggregators, and small and medium businesses.

The Company is dependent on the following customers:

Customer or Description	Service/product provided	Percent revenue
Tata Motors	goDeskless OneCloud Subscription + Professional Services	55.0%
TCL	goDeskless Subscription	20.0%
Other customers (Workset, Bechtel, TechMate)	goDeskless OneCloud Subscription	25.0%

## Intellectual Property

### *Patent Application*

Application or Registration #	Title	Description	File Date	Grant Date	Country
62/727,723	System & Method for	System and method to predict customer behavior	September 6, 2018		USA

	User Behavior-Driven Predictive Insights	and sentiment at a given point of interaction by using a heat-index to drive predictive algorithms and provide a better experience to end-consumers.	<i>Company has not yet filed to re-apply.</i>		
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## Governmental/Regulatory Approval and Compliance

The Company is subject to and affected by privacy and data protection laws and regulations of U.S. federal, state and local governmental authorities as well as to the laws and regulations of international countries and bodies, such as the European Union (the "EU"). These laws and regulations are subject to change.

## 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 7773 Kelly Canyon Drive, Dublin, California 94568.

The Company has the following subsidiaries:

Name	Entity Type	Location of Formation	Date of Formation	% Owned by Company
Audetemi Technologies India Pvt. Ltd.	Limited Partnership	India	July 16, 2018	99.0%

Because this Form C/A 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.

**Exhibit B** to this Form C/A is a detailed Company summary. Purchasers are encouraged to review Exhibit B carefully to learn more about the business of the Company, its industry and future plans and prospects. **Exhibit B** is incorporated by reference into this Form C/A.

## 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>
Campaign marketing expenses or related reimbursement	5.00%	\$2,500	5.00%	\$53,500
General Marketing	30.00%	\$15,000	15.00%	\$160,500
Research and Development	10.00%	\$5,000	15.00%	\$160,500
Future Wages	0.00%	\$0	10.00%	\$107,000
General Working Capital	5.00%	\$2,500	5.00%	\$53,500
Sales Enablement	50.00%	\$25,000	50.00%	\$535,000
<b>Total</b>	<b>100.00%</b>	<b>\$50,000</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/A generation system, payments to financial and legal service providers, 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 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: At the company's discretion.

## **DIRECTORS, OFFICERS AND EMPLOYEES**

### **Directors & Officers**

The officers and 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.

<b>Name</b>	<b>goDeskless Positions &amp; Offices</b>	<b>Employment Responsibilities</b>	<b>Education &amp; Qualifications</b>
Ashish Josh	President / CEO Chief Financial Officer Secretary	goDeskless CEO May 2015 – Present	Bachelor's, Engineering – University of Pune Master's, Applied Mathematics – Louisiana Tech University

		Management, product leadership, sales and business development	MBA – University of California Berkeley
Hari Gutlapalli	Vice President Chief Architect	goDeskless Chief Architect May 2015 – Present Develop and maintain product strategy and vision	Master’s, Computer Science – University of Houston
Pramod Cherukumilli	Chief Technology Officer	goDeskless CTO Nov. 2018 – Present Product development and management  Dtex Systems VP, Product Mgmt. Jul. 2016 – Nov. 2018 Led product releases and development	Bachelor’s, Computer Science – Osmania University Master’s, Computer Science – Colorado State University MBA – University of California Berkeley

### ***Indemnification***

Indemnification is authorized by the Company to directors, officers or controlling persons acting in their professional capacity pursuant to Delaware 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 2 employees

## CAPITALIZATION AND OWNERSHIP

### Capitalization

*The Company has issued the following outstanding Securities:*

<b>Type of security</b>	Common Stock
<b>Amount authorized</b>	12,000,000
<b>Amount outstanding</b>	10,086,852
<b>Voting Rights</b>	One per vote
<b>Anti-Dilution Rights</b>	No anti-dilution rights
<b>How this Security may limit, dilute or qualify the Notes/Bonds issued pursuant to Regulation CF</b>	N/A
<b>Percentage ownership of the Company by the holders of such Securities (assuming conversion prior to the Offering if convertible securities).</b>	97.0%

<b>Type of security</b>	Convertible Notes 6% interest \$6M valuation cap
<b>Amount outstanding</b>	\$535,000
<b>Voting Rights</b>	None
<b>Anti-Dilution Rights</b>	None
<b>Interest rate and payment schedule</b>	6%
<b>Amortization schedule</b>	Principal and interest due and payable at Maturity Date
<b>Describe any collateral or security</b>	None
<b>Maturity Date</b>	October 1, 2021
<b>How this Security may limit, dilute or qualify the Notes/Bonds issued pursuant to Regulation CF</b>	N/A
<b>Percentage ownership of the Company by the holders of such Securities (assuming</b>	Upon the closing of an equity financing in the amount of <u>at least \$2 million</u> , the Notes' principal balance and interest due

<p><b>conversion prior to the Offering if convertible securities).</b></p>	<p><u>will convert</u> into the equity securities sold in such equity financing at a price per share equal to the lesser of 80% of the equity financing price per share or \$6 million divided by the number of outstanding shares of the Company's common stock immediately prior to the equity financing.</p> <p>Upon the closing of an equity financing of <u>less than \$2 million</u>, the Notes' balance and interest <u>may convert</u>, at the option of the holder, into the equity securities issued in such equity financing at a price per share equal to the lowest equity financing price per share.</p> <p>If an equity financing of <u>at least \$2 million does not occur prior to the maturity date</u>, then at the election of the requisite holders, the Notes' principal and balance will covert to shares of common stock at a price per share equal to \$6 million divided by the number of outstanding shares of the Company's common stock on the maturity date.</p>
<p><b>Other material terms</b></p>	<p>Principal and interest become immediately due and payable upon default as defined in the Note.</p> <p>Upon a consolidation, merger, or sale of the Company, the Note holders will be paid an amount equal to two times the principal and interest outstanding.</p> <p>The Notes may not be prepaid without written consent.</p>

Type of security	Convertible Notes 4% interest \$7M valuation cap
Amount outstanding	\$190,000
Voting Rights	None
Anti-Dilution Rights	None
Interest rate and payment schedule	4%
Amortization schedule	Principal and interest due and payable at Maturity Date
Describe any collateral or security	None
Maturity Date	February 19, 2021
How this Security may limit, dilute or qualify the Notes/Bonds issued pursuant to Regulation CF	N/A
Percentage ownership of the Company by the holders of such Securities (assuming conversion prior to the Offering if convertible securities).	<p>Upon the closing of an equity financing in the amount of <u>at least \$3 million</u>, the Notes' principal balance and interest due <u>will convert</u> into the equity securities sold in such equity financing at a price per share equal to the lesser of 80% of the equity financing price per share or \$7 million divided by the number of outstanding shares of the Company's common stock immediately prior to the equity financing.</p> <p>Upon the closing of an equity financing of <u>less than \$3 million</u>, the Notes' balance and interest <u>may convert</u>, at the option of the holder, into the equity securities issued in such equity financing at a price per share equal to the lowest equity financing price per share.</p> <p>If an equity financing of <u>at least \$3 million does not occur prior to the maturity date</u>, then at the election of the requisite holders, the Notes' principal and balance will covert to shares of common stock at a price per share equal to \$7 million divided by the number of outstanding shares of the</p>

	Company's common stock on the maturity date.
<b>Other material terms</b>	<p>Principal and interest become immediately due and payable upon default as defined in the Note.</p> <p>Upon a consolidation, merger, or sale of the Company, the Note holders will be paid an amount equal to two times the principal and interest outstanding. amount of the Notes along with unpaid accrued interest.</p> <p>The Notes may not be prepaid without written consent.</p>

***The Company has reserved the following securities for issuance upon exercise or conversion under its 2018 Stock Plan:***

<b>Type of security</b>	<b>Options / Restricted Stock Units</b>
<b>Total amount reserved</b>	2,000,000
<b>Amount currently available for issuance</b>	314,189
<b>Amount currently issued / outstanding</b>	0
<b>Percentage ownership of the Company by the holders of such Securities (assuming conversion prior to the Offering if convertible securities).</b>	<p>3.0%</p> <p><i>Assuming the 314,189 currently available are granted and outstanding</i></p>

*In addition to the Convertible Notes previously described, the Company has the following debt outstanding as of May 7, 2020:*

<b>Type of debt</b>	Credit Card
<b>Name of creditor</b>	American Express
<b>Amount outstanding</b>	\$31,107
<b>Interest rate and payment schedule</b>	No interest; \$5,000 to \$7,000 paid monthly (varies depending on expenses)
<b>Amortization schedule</b>	N/A
<b>Describe any collateral or security</b>	N/A
<b>Maturity date</b>	N/A
<b>Other material terms</b>	N/A

<b>Type of debt</b>	Credit Card
<b>Name of creditor</b>	U.S. Bank
<b>Amount outstanding</b>	\$5,639.59
<b>Interest rate and payment schedule</b>	5% common interest; \$154 paid monthly
<b>Amortization schedule</b>	N/A
<b>Describe any collateral or security</b>	N/A
<b>Maturity date</b>	N/A
<b>Other material terms</b>	N/A

<b>Type of debt</b>	Credit Card
<b>Name of creditor</b>	Bank of America
<b>Amount outstanding</b>	\$2,443.10
<b>Interest rate and payment schedule</b>	21% APR; \$89 paid monthly
<b>Amortization schedule</b>	N/A
<b>Describe any collateral or security</b>	N/A
<b>Maturity date</b>	N/A
<b>Other material terms</b>	N/A

<b>Type of debt</b>	Credit Card
<b>Name of creditor</b>	Chase Bank
<b>Amount outstanding</b>	\$22,459.14
<b>Interest rate and payment schedule</b>	16.74% APR; \$463 paid monthly
<b>Amortization schedule</b>	N/A
<b>Describe any collateral or security</b>	N/A
<b>Maturity date</b>	N/A
<b>Other material terms</b>	N/A

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

<b>Security Type</b>	<b>Money Raised</b>	<b>Use of Proceeds</b>	<b>Offering Date</b>	<b>Exemption from Registration Used or Public Offering</b>
Convertible Notes 6% interest \$6M val. cap	\$535,000	General Working Capital and Research and Development	October 2015 - September 2017	4(a)(2)
Convertible Notes 4% interest \$7M val. cap	\$190,000	General Working Capital and Research and Development	February 2018 - December 2018	4(a)(2)

## **Ownership**

A majority of the Company is owned by the co-founders and key executives. These are: Ashish Joshi (Co-Founder and CEO), Hari Gutlapalli (Co-Founder and Chief Architect), Pramod Cherukumilli (CTO, and Head of Products), and Rahul Tiwari (EVP and Head of Asia Pacific)

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>
Ashish Joshi	56.9%
Hari Gutlapalli	22.4%



## FINANCIAL INFORMATION

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

### Recent Tax Return Information

Total Income	Taxable Income	Total Tax
\$248,692.00	\$248,692.00	\$4,330.00

### Operations

The Company has raised \$725,000 in convertible notes from friends and family. Following the current offering, we plan to have enough liquidity to execute our business plan until December 2020.

Our current revenues are also helping us meet our monthly expense goals. The funds raised will be used as growth capital, to help us increase our marketing, demand generation, and sales operations. It will also help us to grow our pipeline. With a healthy pipeline, and tightly controlled operating expenses, we hope to be profitable by end of 2020.

### Liquidity and Capital Resources

The Offering proceeds are essential to our operations. We plan to use the proceeds as set forth under “Use of Proceeds”, which is an integral part of our business strategy. The Offering proceeds will have a beneficial effect on our liquidity as we currently have approximately \$27,000 in cash on hand (as of 03/31/20) which will be augmented by the Offering proceeds and used to execute our business strategy.

The Company currently has a burn rate of approximately \$20,000 per month and does not have any additional sources of capital other than the anticipated proceeds from the Offering.

### 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/A 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 \$1,070,000.00 in principal amount of Crowd Note for up to \$1,070,000.00. The Company is attempting to raise a minimum amount of \$50,000.00 in this Offering (the "Minimum Amount"). The Company must receive commitments from investors in an amount totaling the Minimum Amount by August 3, 2020 (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 at the Company's discretion.

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 Evolve Bank & Trust 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 Digital Registry 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 MicroVenture Marketplace, Inc., the Intermediary. The following two fields below sets forth the compensation being paid in connection with the Offering.

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

At the conclusion of the Offering, the Issuer shall pay to the Intermediary a fee consisting of five percent (5%) commission based on the amount of investments raised in the Offering and paid upon distribution of funds from escrow at the time of closing.

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

The Intermediary will receive a number of Crowd Notes of the Issuer equal to two percent (2%) of the total number of Securities sold by the Issuer in the 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 in conjunction with the following summary information.

### **Authorized Capitalization**

See “CAPITALIZATION AND OWNERSHIP” above.

### **Not Currently Equity Interests**

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

### **Valuation Cap**

For the first \$100,000.00 of Securities sold in the Offering, the Valuation Cap is equal to \$6,000,000.00 (\$6 million). For Securities sold in the offering between \$100,000.00 and \$1,070,000.00, the Valuation Cap is equal to \$7,000,000.00 (\$7 million).

### **Discount**

20.0%

### **Conversion of the Crowd Notes.**

Upon the occurrence of a Qualified Equity Financing, the Crowd Notes will convert into Conversion Shares pursuant to the following:

- a. If the investor is not a Major Investor, the Crowd Notes will convert into Conversion Shares upon the earlier of (i) the Company’s election or (ii) a Corporate Transaction.

- b. If the investor is a Major Investor, the Company will convert the Crowd Notes into Conversion Shares prior to the closing of the Qualified Equity Financing.

**“Qualified Equity Financing”** shall mean the first sale (or series of related sales) by the Company of its Preferred Stock following the Date of Issuance from which the Company receives gross proceeds of not less than \$1,000,000.00 (excluding the aggregate amount of securities converted into Preferred Stock in connection with such sale (or series of related sales)).

**Conversion Mechanics.** Company shall convert the Crowd Notes into Conversion Shares equal to the quotient obtained by dividing the Outstanding Principal by the Conversion Price. The issuance of Conversion Shares pursuant to the conversion of the Crowd Notes shall be upon and subject to the same terms and conditions applicable to the stock sold in the Qualified Equity Financing; provided, however, that if the investor is not a Major Investor, the investor shall receive shares of a Shadow Series with certain limited rights.

**“Conversion Shares”** shall mean with respect to a conversion of the Crowd Notes, shares of the Company’s Preferred Stock issued in the Qualified Equity Financing.

**“Shadow Series”** shall mean shares of a series of the Company's Preferred Stock that is identical in all respects to the shares of Preferred Stock issued in the Qualified Equity Financing (e.g., if the Company sells Series A Preferred Stock in the Qualified Equity Financing, the Shadow Series would be Series A-1 Preferred Stock), except that the liquidation preference per share of the Shadow Series shall equal the Conversion Price (as determined pursuant to Section 2) and the following additional differences:

- i. Shadow Series shareholders shall grant their vote on any matter that is submitted to a vote or for the consent of the stockholders of the Company (except for on matters required by law) by Irrevocable Proxy;
- ii. Shadow Series shareholders shall receive quarterly business updates from the company through the Platform but will have no additional information or inspection rights (except with respect to such rights which are required by law).

**“Conversion Price”** with respect to a conversion pursuant to a Qualified Equity Financing shall equal the lower of (A) the product of (1) one minus the Discount and (2) the price paid per share for Preferred Stock by the investors in the Qualified Equity Financing, or (B) the quotient resulting from dividing (1) the Valuation Cap by (2) the Fully-Diluted Capitalization immediately prior to the closing of the Qualified Equity Financing.

**“Irrevocable Proxy”** shall mean the agreement appointing the Platform or an affiliate of the Platform as the sole and exclusive attorney and proxy of the Shadow Series shareholder, with full power of substitution and re-substitution, to vote and exercise all voting and related rights with respect to all of the securities of the Company that now are or hereafter may be beneficially owned by Shadow Series shareholder.

**“Major Investor”** shall mean any investor in Crowd Notes in which the Purchase Price is equal to or greater than \$25,000.00.

**“Outstanding Principal”** shall mean the total of the Purchase Price.

## **Corporate Transaction**

In the event of a Corporate Transaction, the Company shall notify the investor in writing of the terms of the Corporate Transaction.

- a. If the Corporate Transaction occurs prior to a Qualified Equity Financing, the investor shall receive the higher value received by either:
  - i. Quotient obtained by dividing the product of (1) the Outstanding Principal and the Fully-Diluted Capitalization immediately prior to the closing of the Corporate Transaction by the (2) the Valuation Cap; or
  - ii. Obtaining the Corporate Transaction Payment.
- b. If the Corporate Transaction occurs after a Qualified Equity Financing the Company shall convert the Crowd Notes into Conversion Shares pursuant to Conversion Mechanics described above.

**“Corporate Transaction”** shall mean:

- i. the closing of the sale, transfer or other disposition of all or substantially all of the Company’s assets,
- ii. the consummation of the merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the holders of capital stock of the Company immediately prior to such merger or consolidation continue to hold at least 50% of the voting power of the capital stock of the Company or the surviving or acquiring entity),
- iii. the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Company’s securities), of the Company’s securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of the Company (or the surviving or acquiring entity), or
- iv. the IPO, liquidation, dissolution or winding up of the Company; provided, however, that a transaction shall not constitute a Corporate Transaction if its sole purpose is to change the state of the Company’s incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately prior to such transaction.

**“Corporate Transaction Payment”** shall mean an amount equal to two times (2X) the Purchase Price. If there are not enough funds to pay the investors in full, then proceeds from the respective transaction will be distributed with equal priority and pro rata among Purchasers in proportion to their Purchase Price.

## **Termination**

The Crowd Notes will terminate upon the earlier of: (a) a conversion of the entire Purchase Price under the Crowd Notes into Conversion Shares; or (b) the payment of amounts due to the investor pursuant to a Corporate Transaction.

In addition, the Purchaser 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 equity interest 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.

## **Voting and Control**

The Securities do not have any voting rights. Further, upon conversion of the Crowd Notes into Conversion Shares, Shadow Series shareholders shall grant their vote on any matter that is submitted to a vote or for the consent of the members of the Company (except for on matters required by law) by Irrevocable Proxy.

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

## **Anti-Dilution Rights**

The Securities do not have anti-dilution rights.

## **Restrictions on Transfer**

Any Securities sold pursuant to Regulation CF being offered may not be transferred by any Purchaser of such Securities during the one-year holding period beginning when the Securities were issued, unless such Securities were transferred: 1) to the Company, 2) to an accredited investor, as defined by Rule 501(d) of Regulation D of the Securities Act of 1933, as amended, 3) as part of an Offering registered with the SEC or 4) to a member of the family of the Purchaser or the equivalent, to a trust controlled by the Purchaser, to a trust created for the benefit of a family member of the Purchaser or the equivalent, or in connection with the death or divorce of the Purchaser 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.

## **Other Material Terms**

The Company does not have the right to repurchase the Crowd Notes. The investor agrees to take any and all actions determined in good faith by the Company’s Manager to be advisable to reorganize the instrument and any shares issued pursuant to the terms of the Crowd Notes into a special purpose vehicle or other entity designed to aggregate the interests of holders of Crowd Notes.

## **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 ENSURE COMPLIANCE WITH THE REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT ANY TAX STATEMENT IN THIS FORM C/A 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:

#### ***Rent***

<b>Related Person/Entity</b>	Archana Mavalankar
<b>Relationship to the Company</b>	Spouse of the Co-Founder Ashish Joshi
<b>Total amount of money involved</b>	\$30,000.00
<b>Benefits or compensation received by related person</b>	Rental income
<b>Benefits or compensation received by Company</b>	Company received office space and office furniture (desk, printer, monitors, network)
<b>Description of the transaction</b>	Rent for the office

### **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/A and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

The issuer also certifies that the attached financial statements are true and complete in all material respects.

/s/Ashish Joshi  
(Signature)

Ashish Joshi  
(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/A has been signed by the following persons in the capacities and on the dates indicated.

/s/Ashish Joshi  
(Signature)

Ashish Joshi  
(Name)

CEO  
(Title)

6/5/20  
(Date)

I, Ashish Joshi, being the founder of goDeskless Inc., a corporation (the “Company”), hereby certify as of this that:

(i) the accompanying unaudited financial statements of the Company, which comprise the balance sheet as of December 31, 2019 and the related statements of income (deficit), stockholder’s equity and cash flows for the year ended December 31, 2019, and the related notes to said financial statements (collectively, the “Financial Statement”), are true and complete in all material respects; and

(ii) while the Company has not yet filed tax returns for the year ending December 31, 2019 any tax return information in the Financial Statements reflects accurately the information that would be reported in such tax returns.

/s/Ashish Joshi  
(Signature)

Ashish Joshi  
(Name)

CEO  
(Title)

6/5/20  
(Date)

## **EXHIBITS**

Exhibit A	Financial Statements
Exhibit B	Company Summary
Exhibit C	Subscription Agreement
Exhibit D	Crowd Notes
Exhibit E	Pitch Deck
Exhibit F	Video Transcript

**EXHIBIT A**  
**Financial Statements**

**GO DESKLESS, INC.**

Reviewed Financial Statements For The Years Ended December 31, 2019 and 2018



## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To Management  
goDeskless, Inc.  
Dublin, CA

We have reviewed the accompanying financial statements of goDeskless, Inc., which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of income, changes in shareholders' equity, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, We do not express such an opinion.

### 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.

### Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether We are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of Our procedures provide a reasonable basis for Our conclusion.

### Accountant's Conclusion

Based on Our review, We are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

### Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note B, certain conditions raise an uncertainty about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note B. The accompanying financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our conclusion is not modified with respect to this matter.

Jason M. Tyra, CPA, PLLC  
Dallas, TX  
May 1, 2020

**GO DESKLESS, INC.**  
**BALANCE SHEET**  
**DECEMBER 31, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
<u><b>ASSETS</b></u>		
<b>CURRENT ASSETS</b>		
Cash	\$ 11,708	\$ 2,636
Accounts Receivable	185,319	46,879
	<hr/>	<hr/>
TOTAL CURRENT ASSETS	197,027	49,515
 <b>NON-CURRENT ASSETS</b>		
Deferred Tax Asset	207,739	141,333
Intangible Assets	568,177	1,013,240
Fixed Asset	25,586	21,732
Depreciation	(24,155)	(19,341)
	<hr/>	<hr/>
TOTAL NON-CURRENT ASSETS	777,347	1,156,964
	<hr/>	<hr/>
TOTAL ASSETS	974,374	1,206,479
	<hr/> <hr/>	<hr/> <hr/>
<u><b>LIABILITIES AND SHAREHOLDERS' EQUITY</b></u>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	213,597	620,206
Unearned Revenue	130,020	-
	<hr/>	<hr/>
TOTAL CURRENT LIABILITIES	343,617	620,206
 <b>NON-CURRENT LIABILITIES</b>		
Convertible Note	830,000	719,990
Loans Payable	173,426	472,891
	<hr/>	<hr/>
TOTAL LIABILITIES	1,347,044	1,813,087
	<hr/> <hr/>	<hr/> <hr/>
<b>SHAREHOLDERS' EQUITY</b>		
Common Stock (12,000,000 shares authorized; 10,401,041 issued; \$0.0001 par value)	1,040	20
Additional Paid in Capital	3,350	3,350
Treasury Stock	(5,502)	(5,502)
Retained Earnings (Deficit)	(371,558)	(604,476)
	<hr/>	<hr/>
TOTAL SHAREHOLDERS' EQUITY	(372,670)	(606,608)
	<hr/>	<hr/>
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	\$ 974,374	\$ 1,206,479
	<hr/> <hr/>	<hr/> <hr/>

**GO DESKLESS, INC.**  
**INCOME STATEMENT**  
**FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018**

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	<u><b>2019</b></u>	<u><b>2018</b></u>
<b>Operating Income</b>		
Sales	\$ 637,284	\$ 487,649
Cost of Goods Sold	81,879	118,104
<b>Gross Profit</b>	<hr/> 555,405	<hr/> 369,545
<b>Operating Expense</b>		
General & Administrative	203,227	173,446
Wages	69,937	51,000
Professional Fees	18,623	23,281
Advertisement	10,102	82,427
Depreciation	4,814	7,435
Rent	11	30,000
	<hr/> 306,713	<hr/> 367,589
<b>Net Income from Operations</b>	248,692	1,956
<b>Other Income (Expense)</b>		
Interest Expense	(11,443)	(6,975)
Tax Expenses	(4,330)	(4,683)
<b>Net Income</b>	<hr/> <u>\$ 232,919</u>	<hr/> <u>\$ (9,702)</u>



**GO DESKLESS, INC.**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018**

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**Cash Flows From Operating Activities**

Net Income (Loss) For The Period	\$ 232,919	\$ (9,702)
Change in Accounts Payable	(406,609)	219,977
Change in Accounts Receivable	(138,440)	26,070
Change in Deferred Tax Asset	(66,406)	(48,596)
Change in Unearned Revenue	130,020	-
Depreciation	4,814	7,435

**Net Cash Flows From Operating Activities**

(243,702) 195,184

**Cash Flows From Investing Activities**

Purchase of Fixed Assets	(3,854)	(5,814)
Increase (Decrease) of Intangible Assets	445,063	(445,665)

**Net Cash Flows From Investing Activities**

441,209 (451,479)

**Cash Flows From Financing Activities**

Draws on Loans Payable	(299,465)	224,990
Issuance of Common Stock	1,020	20
Issuance of Convertible Notes	110,010	-

**Net Cash Flows From Financing Activities**

(188,435) 225,010

**Cash at Beginning of Period**

2,636 33,922

**Net Increase (Decrease) In Cash**

9,072 (31,285)

**Cash at End of Period**

\$ 11,708 \$ 2,636

**GO DESKLESS, INC.**  
**STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY**  
**FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018**

	Treasury Stock		Common Stock		Additional Paid in Capital		Retained Earnings		Total Stockholders' Equity			
			Number	Amount								
Balance at December 31, 2018	850,000	\$	(5,502)	200,000	\$	20	\$	3,350	\$	(604,476)	\$	(606,608)
Issuance of Stock			10,201,041	1,020				-				1,020
Net Income										232,919		232,919
Balance at December 31, 2019	850,000	\$	(5,502)	10,401,041	\$	1,040	\$	3,350	\$	(371,558)	\$	(372,670)

GO DESKLESS, INC.  
NOTES TO FINANCIAL STATEMENTS (REVIEWED)  
DECEMBER 31, 2019 AND 2018

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NOTE A- ORGANIZATION AND NATURE OF ACTIVITIES

Go Deskless, Inc. ("the Company") is a corporation organized under the laws of Delaware and is domiciled in California. The Company operates as a software developer that specializes in cloud-based applications.

The Company has a team of developers in India that make the company subject to certain tax withholdings. See the Deferred Tax Asset section below for further information.

NOTE B- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

Significant Risks and Uncertainties

The Company is subject to customary risks and uncertainties associated with development of new technology including, but not limited to, the need for protection of proprietary technology, dependence on key personnel, costs of services provided by third parties, the need to obtain additional financing, and limited operating history.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Accounts Receivable

The Company grants trade credit to certain customers when business conditions warrant. Management's experience suggests that losses on accounts receivables are likely to be infrequent. As of December 31, 2019, the Company has accrued a reserve of \$0 for doubtful accounts.

Revenue

The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the fee for the arrangement is fixed or determinable and collectability is reasonably assured.

GO DESKLESS, INC.  
NOTES TO FINANCIAL STATEMENTS (REVIEWED) (CONTINUED)

Revenue is generated through the sales of online applications to customers.

Fixed Assets

The Company capitalizes assets with an expected useful life of one year or more, and an original purchase price of \$1,000 or more. Depreciation is calculated on a straight-line basis over management's estimate of each asset's useful life.

Intangible Assets

Intangible assets are stated at their historical cost and amortized on a straight-line basis over their expected useful lives, which usually varies from 3 to 10 years and up to 20 years for patents. An adjustment is made for any impairment. Intangible items acquired must be recognized as assets separately from goodwill if they meet the definition of an asset, are either separable or arise from contractual or other legal rights, and their fair value can be measured reliably. The Intangible asset recorded on the books is comprised of web-based application the company developed in previous years and will be tested for impairment in following years.

In 2019, management made an accounting adjustment in the valuation of these assets. A correction of \$445,063 was made to properly disclose the asset's true value.

Rent

The Company currently occupies office space under a month-to-month basis as needed.

Advertising

The Company records advertising expenses in the year incurred.

Stockholders' Equity

During 2018 and 2019 the company issued 10,401,041 shares of common stock at Par Value \$0.0001. The Stock Equity account as of December 31, 2019 is (\$372,670). The shares are fully vested.

Equity Based Compensation

The Company accounts for stock options issued to employees under ASC 718 (Stock Compensation). Under ASC 718, share-based compensation cost to employees is measured at the grant date, based on the estimated fair value of the award, and is recognized as an item of expense ratably over the employee's requisite vesting period. The Company has elected early adoption of ASU 2018-07, which permits measurement of stock options at their intrinsic value, instead of their fair value. An option's intrinsic value is defined as the amount by which the fair value of the underlying stock exceeds the exercise price of an option. In certain cases, this means that option compensation granted by the Company may have an intrinsic value of \$0.

The Company measures compensation expense for its non-employee stock-based compensation under ASC 505 (Equity). The fair value of the option issued or committed to be issued is used to measure the transaction, as this is more reliable than the fair value of the services received. The fair value is measured at the value of the Company's common stock on the date that the commitment for performance by the

GO DESKLESS, INC.  
NOTES TO FINANCIAL STATEMENTS (REVIEWED) (CONTINUED)

counterparty has been reached or the counterparty's performance is complete. The fair value of the equity instrument is charged directly to expense and credited to additional paid-in capital.

Deferred Tax Asset

Development of the Company's applications occurs in an office held in Pune, India. In following India's tax treaty laws, the company must place 10% of revenue generated in a withholding account. This is known as, "deducted at source" withholdings. This account will be used to lower the future tax liability should the company make a profit in future years.

Income Taxes

The Company applies ASC 740 Income Taxes ("ASC 740"). Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial statement reported amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax expense for the period, if any and the change during the period in deferred tax assets and liabilities. ASC 740 also provides criteria for the recognition, measurement, presentation and disclosure of uncertain tax positions. A tax benefit from an uncertain position is recognized only if it is "more likely than not" that the position is sustainable upon examination by the relevant taxing authority based on its technical merit.

The Company is subject to tax filing requirements as a corporation in the federal jurisdiction of the United States. The Company sustained net operating losses during fiscal years 2019 and 2018. Net operating losses will be carried forward to reduce taxable income in future years. Due to management's uncertainty as to the timing and valuation of any benefits associated with the net operating loss carryforwards, the Company has elected to recognize an allowance to account for them in the financial statements, but has fully reserved it. Under current law, net operating losses may be carried forward indefinitely.

The Company is subject to franchise and income tax filing requirements in the State of Delaware, California and the Government of India's Tax Deducted At Source withholdings.

Net Income Per Share

Net earnings or loss per share is computed by dividing net income or loss by the weighted-average number of common shares outstanding during the period, excluding shares subject to redemption or forfeiture. The Company presents basic and diluted net earnings or loss per share. Diluted net earnings or loss per share reflect the actual weighted average of common shares issued and outstanding during the period, adjusted for potentially dilutive securities outstanding. Potentially dilutive securities are excluded from the computation of the diluted net loss per share if their inclusion would be anti-dilutive.

Recently Adopted Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board, or FASB, or other standard setting bodies and adopted by the Company as of the specified effective date. Unless otherwise discussed, the Company believes that the impact of recently issued standards that are not yet effective will not have a material impact on its financial position or results of operations upon adoption.

GO DESKLESS, INC.  
NOTES TO FINANCIAL STATEMENTS (REVIEWED) (CONTINUED)

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In November 2015, the FASB issued ASU (Accounting Standards Update) 2015-17, *Balance Sheet Classification of Deferred Taxes*, or ASU 2015-17. The guidance requires that all deferred tax assets and liabilities, along with any related valuation allowance, be classified as noncurrent on the balance sheet. For all entities other than public business entities, the guidance becomes effective for financial statements issued for annual periods beginning after December 15, 2017, and interim periods within annual periods beginning after December 15, 2018. Early adoption is permitted for all entities as of the beginning of an interim or annual reporting period. The adoption of ASU 2015-17 had no material impact on the Company's financial statements and related disclosures.

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230), Restricted Cash*, or ASU 2016-18. The amendments of ASU 2016-18 were issued to address the diversity in classification and presentation of changes in restricted cash and restricted cash equivalents on the statement of cash flows which is currently not addressed under Topic 230. ASU 2016-18 would require an entity to include amounts generally described as restricted cash and restricted cash equivalents with cash and cash equivalents when reconciling the beginning of period and end of period total amounts on the statement of cash flows. This guidance is effective for annual reporting periods, and interim periods within those years, beginning after December 15, 2018 for non-public entities. Early adoption is permitted, and the standard must be applied retrospectively. The adoption of ASU 2016-18 had no material impact on the Company's financial statements and related disclosures.

In May 2014, the FASB issued ASU, 2014-09—*Revenue from Contracts with Customers (Topic 606)*, or ASU 2014-09, and further updated through ASU 2016-12, or ASU 2016-12, which amends the existing accounting standards for revenue recognition. ASU 2014-09 is based on principles that govern the recognition of revenue at an amount to which an entity expects to be entitled to when products are transferred to customers. This guidance is effective for annual reporting periods, and interim periods within those years, beginning December 15, 2018 for non-public entities. The new revenue standard may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption. The adoption of ASU 2014-09 had no material impact on the Company's financial statements and related disclosures.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, or ASU 2016-02, which supersedes the guidance in ASC 840, *Leases*. The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than 12 months regardless of their classification. Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases today. This guidance is effective for annual reporting periods beginning after December 15, 2019 for non-public entities. The adoption of ASU 2016-02 had no material impact on the Company's financial statements and related disclosures.

In March 2016, the FASB issued ASU 2016-09, *Improvements to Employee Share-based Payment Accounting*, or ASU 2016-09. ASU 2016-09 simplifies several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. Some of the areas of simplification apply only to non-public companies. This guidance was effective on December 31, 2016 for public entities. For entities other than public business entities, the amendments are effective for annual periods beginning after December 15, 2017, and interim periods within annual periods beginning after December 15, 2018.

GO DESKLESS, INC.  
NOTES TO FINANCIAL STATEMENTS (REVIEWED) (CONTINUED)

Early adoption is permitted for an entity in any interim or annual period for which financial statements have not been issued or made available for issuance. An entity that elects early adoption must adopt all amendments in the same period. The adoption of ASU 2016-09 had no material impact on the Company's financial statements and related disclosures.

In May 2017, the FASB issued ASU 2017-09, *Compensation—Stock Compensation (Topic 718): Scope of Modification Accounting*, or ASU 2017-09, which clarifies when to account for a change to the terms or conditions of a share-based payment award as a modification. Under the new guidance, modification accounting is required only if the fair value, the vesting conditions, or the classification of the award (as equity or liability) changes as a result of the change in terms or conditions. This guidance is effective for annual reporting periods, and interim periods within those years, beginning after December 15, 2017, for both public entities and non-public entities. Early adoption is permitted. The adoption of ASU 2017-09 had no material impact on the Company's financial statements and related disclosures.

#### NOTE C- DEBT

In previous years, the company issued a series of convertible notes payable in exchange for cash for the purpose of funding continuing operations ("the Convertible Notes"). The notes accrue interest at the rate between 4% and 6% per annum. These notes are payable in December 2020. During 2019 and 2018, the Company did not capitalize interest related to the Notes since the monthly payments are made towards interest. These notes hold the ability to convert to shares of common stock per the agreements in place given that one of the following events occur (i) event of a qualified financing round, (ii) change of company control as defined by the convertible note agreement, (iii) failure of achieving a qualified financing before the note's maturity date, or (iv) achieving a nonqualified financing round as stated in the outlined convertible note agreements.

#### NOTE D- FAIR VALUE MEASUREMENTS

Fair value is an exit price, representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants based on the highest and best use of the asset or liability. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. The Company uses valuation techniques to measure fair value that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

*Level 1* - Observable inputs, such as quoted prices for identical assets or liabilities in active markets;  
*Level 2* - Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly, such as quoted prices for similar assets or liabilities, or market-corroborated inputs; and  
*Level 3* - Unobservable inputs for which there is little or no market data which require the reporting entity to develop its own assumptions about how market participants would price the assets or liabilities.

The valuation techniques that may be used to measure fair value are as follows:

*Market approach* - Uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities.

GO DESKLESS, INC.  
NOTES TO FINANCIAL STATEMENTS (REVIEWED) (CONTINUED)

*Income approach* - Uses valuation techniques to convert future amounts to a single present amount based on current market expectations about those future amounts, including present value techniques, option-pricing models, and excess earnings method.

*Cost approach* - Based on the amount that currently would be required to replace the service capacity of an asset (replacement cost).

NOTE E- EQUITY

Under the Company's original articles of incorporation in effect, the Company authorized 12,000,000 shares of \$0.0001 par value Common Stock.

Common Stock: Common shareholders have the right to vote on certain items of Company business at the rate of one vote per share of stock.

As of December 31, 2019, the number of shares issued and outstanding by class was as follows:

Common Stock	10,401,041
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In 2017, 850,000 shares of common stock were repurchased from an individual by the company for the purchase price of \$5,502.

NOTE F- CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and cash equivalents with a limited number of high-quality financial institutions and at times may exceed the amount of insurance provided on such deposits.

NOTE G- SUBSEQUENT EVENTS

Management considered events subsequent to the end of the period but before May 1, 2020, the date that the financial statements were available to be issued.



**EXHIBIT B**  
**Company Summary**



MICROVENTURES



**Company:** goDeskless Inc.

**Market:** Enterprise Software

**Product:** Cloud-based remote engagement platform for deskless field workers

## Company Highlights

- Generated \$637,284 in revenue with gross margins of 87% in 2019
- Customers include Bechtel, Volvo, TCL (TATA Communications), Techmate, TATA Motors, Workset
- Achieved net income of \$77,757 in Q1 2020 and \$232,919 in 2019
- Founders have decades of experience in customer relationship management, product management and development, AI, and cloud data security

## EXECUTIVE SNAPSHOT

goDeskless has developed a cloud-based software platform to help companies with deskless field workers automate business processes by engaging with customers remotely, and securely from within business applications. goDeskless' OneCloud solution was engineered to facilitate the processing of data in a schema-less format, the remote engagement of end customers with a rich services app using visual collaboration, and automation of typical business functions like authentication and app localization through the use of microservices.

Currently, goDeskless' OneCloud product is used by the following companies:

- **Bechtel** – 14<sup>th</sup> largest private company in the U.S., with 2018 revenue of \$25.5 billion<sup>i</sup>
- **TATA Motors** – India's largest automobile manufacturer with annual revenue of \$45 billion<sup>ii</sup>
- **Volvo** – Swedish automobile manufacturer with 2018 revenue of ~\$26.7 billion<sup>iii</sup>
- **TCL (TATA Communications)** – Indian telecommunications provider with 2018 – 2019 revenue of ~₹165.9 billion (\$2.2 billion)<sup>iv</sup>
- **TechMate** – a New York-based managed services provider (MSP)
- **TIG** – global IT infrastructure service provider offering vendor agnostic solutions in over 108 countries<sup>v</sup>





## MICROVENTURES

- **Workset** – A Germany-based global managed services provider for Telecom industry with 50 employees and a network of 320 freelancers and over 60 authorized partners<sup>vi</sup>

goDeskless has developed third-party partnerships with companies including:

- **ServiceNow** - California-based software company valued at \$67.2 billion as of May 4, 2020<sup>vii</sup>
- **Freshworks** – California-based software company valued at \$3.5 billion in November 2019<sup>viii</sup>

With the proceeds of this round, the company hopes to accelerate its marketing efforts in order to drive new customer adoption and bolster revenue.

### PERKS

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Investors that purchase the first 100,000 Crowd Notes, and thereby fund the first \$100,000, will receive Crowd Notes with a conversion provision based on a \$6 million valuation cap instead of a \$7 million valuation cap. That means, in connection with equity financing of at least \$1,000,000 (a “Qualified Equity Financing”), the company has the option to convert the Crowd Note into shares of non-voting preferred stock (Conversion Shares) at a price based on the lower of (A) a 20% discount to the price per unit paid for Preferred Stock by investors in the Qualified Equity Financing or (B) the price per share based on a \$6 million valuation cap (instead of \$7 million).

### COMPANY SUMMARY

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#### Opportunity

According to the venture capital firm Emergence, roughly 80% of the world’s workforce (2.7 billion people), are considered deskless workers, which include jobs such service repairmen, construction work, as well as transportation and delivery, among others . In a survey of 100 companies, the firm found that 82% of companies were planning to increase spending on technology for deskless workers. By industry, 100% of transportation companies, 91% of manufacturing companies, 83% of retail companies, and 82% of hospitality companies surveyed planned to expand spending. However, given the current Covid-19 global pandemic and accompanying restrictions, many companies may be forced to have a greater majority, or even all, of their employees work remotely or deskless.

Despite this projected increase in technology spending, it appears that deskless software companies may be underfunded relative to other software industry verticals. According to Emergence, only 1% of software venture funding was allocated to deskless technologies. Despite this small percentage, Emergence notes that major venture capital firms, such as Google Ventures, General Electric Ventures, Andreessen Horwitz, Kleiner Perkins, Y Combinator, and SV Angel have begun investing into companies developing software for deskless workers.<sup>ix</sup>

goDeskless, a California-based software company, has developed a cloud-based software platform to help companies with deskless workers automate and streamline business processes. The company hopes to help businesses improve communication between their deskless workers and customer relationship management (CRM) platforms, enhance data collection and consumption, and provide end customers with a robust app to boost customer experiences with companies and their deskless service providers.

## Product

### *goDeskless One Cloud*

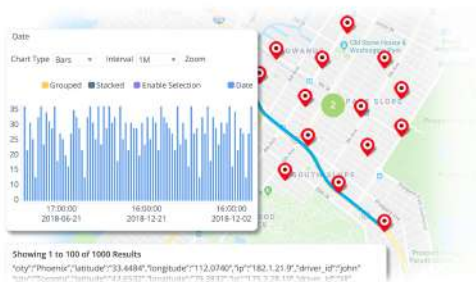
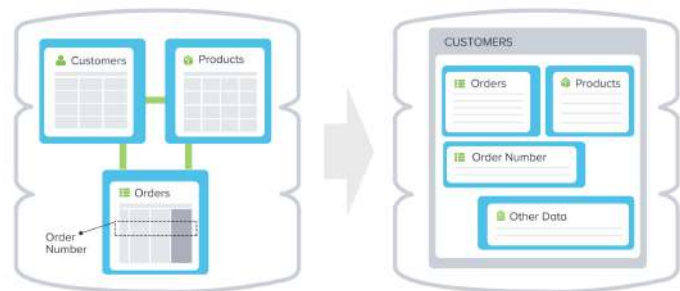
goDeskless has created a cloud-based software workforce automation platform specifically for deskless workers. goDeskless' OneCloud product was created to automate enterprise field operations in disconnected mode so deskless workers always have access to local data to function regardless of connectivity. goDeskless uses artificial intelligence (AI) to connect consumers to the deskless workers without CRM intervention or dependency. goDeskless' goal is for companies to better manage their deskless workforce while providing an enhanced customer experience.

goDeskless' OneCloud solution is comprised of three components:

- Data Cloud
- Engagement Cloud
- Enterprise Cloud

### *Data Cloud*

goDeskless' Data Cloud was designed to centralize and transform enterprise data into simple, consumable data sets while providing reporting and predictive analytics capabilities to businesses. The data cloud receives all the relational data from CRMs and transforms it into schema-less business entities. This facilitates data retrieval at the speed required for a smart device like mobile or tablet.



Data collected in the Data Cloud is indexed in real time so that any data required by the end user (a deskless worker) can be retrieved in the order of milliseconds. Real time data (like geo locations) that is updated very frequently is received and processed by the Data Cloud from smart applications. All the data that is stored in the goDeskless cloud is synchronized with a company's CRMs that act as the system of record. The Data Cloud also facilitates the upload and index of offline data captured by a smart device.

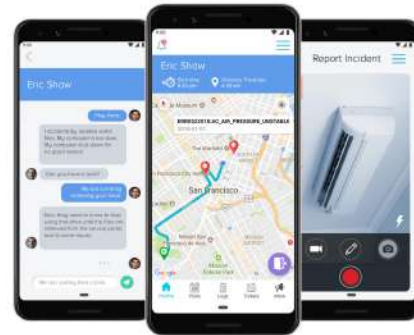
### *Engagement Cloud*

goDeskless' Engagement Cloud allows businesses to provide native app functionalities that can be embedded on smart devices. Using the Engagement Cloud's voice assistant feature, a deskless worker can receive answers to



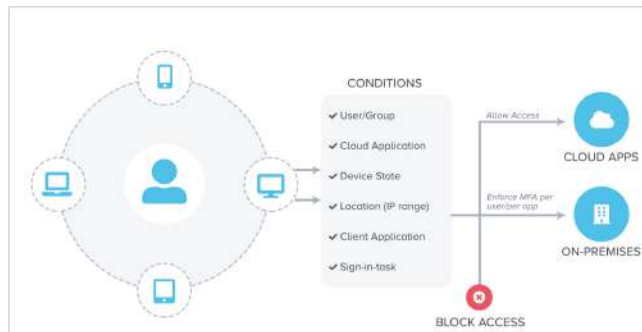
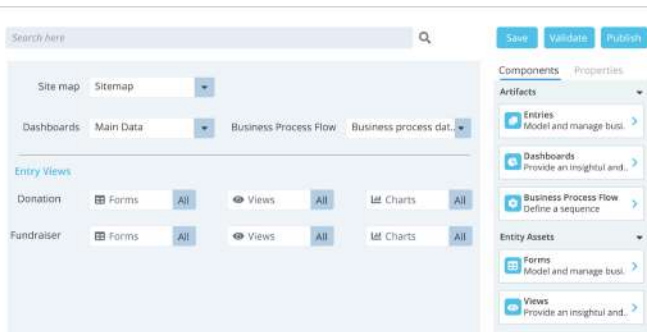
## MICROVENTURES

questions such as “how many installations do I have today?” The Engagement Cloud also allows companies to offer native apps for their customers, with features such as chat communications with deskless service providers, tracking features, and incident reporting capabilities. These capabilities were designed to be embedded into existing business apps, mitigating or eliminating the need to create a standalone app to incorporate the aforementioned end customer-facing features.



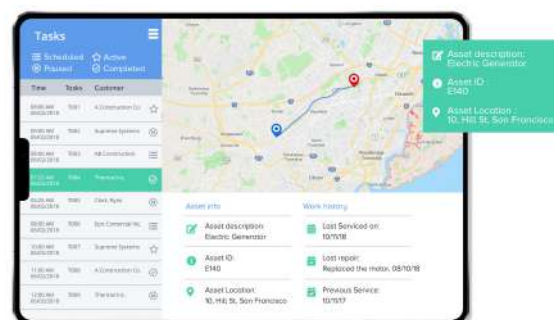
### Enterprise Cloud

goDeskless' Enterprise Cloud provides businesses common enterprise features in the form of microservices. These microservices, which include authentication of data and the localization of apps for larger corporations who may have a global workforce. With Enterprise Cloud, goDeskless seeks to make it easy for companies to manage business processes through a dynamically updating single administrator user interface to configure business process rules. goDeskless' modular, reusable services also allow applications to run offline and sync when there is connectivity, which enables deskless workers who may not have access to WiFi or cellular service to continue carrying out key business functions and services.



### goDeskless TrackHelp – The Virtual Deskless Workforce Application

Included in goDeskless' software solution is TrackHelp, a service built to help manage a company's deskless workforce. With TrackHelp, Deskless workers receive an intuitive dashboard that features pertinent information including tasks, asset

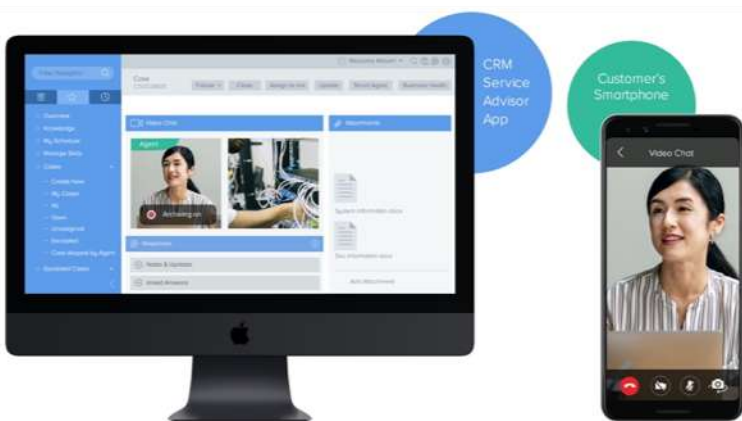
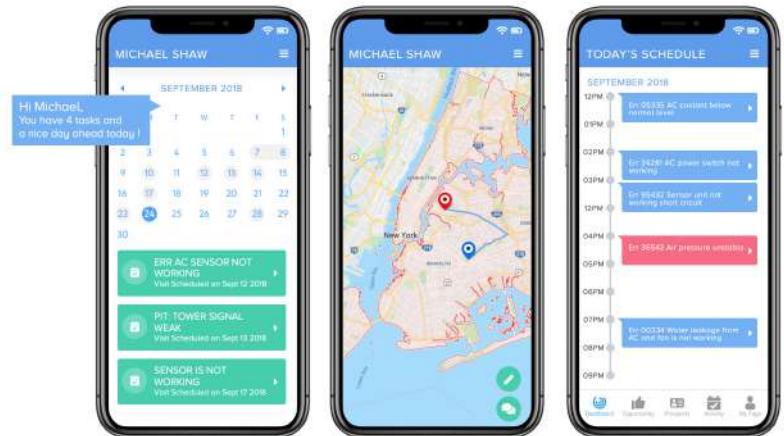




**MICROVENTURES**

information, and work history. With TrackHelp, workers can save time by automating common tasks to increase productivity.

TrackHelp can also help deskless workers to map out and plan their days. TrackHelp features calendar and map views of a worker's scheduled appointments for the day in order to provide a detailed overview of the day ahead. Workers can also utilize the solution to find the best route to an appointment. Workers also receive notifications to keep them up-to-date on their schedule.



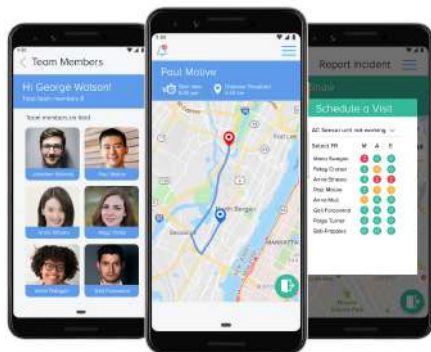
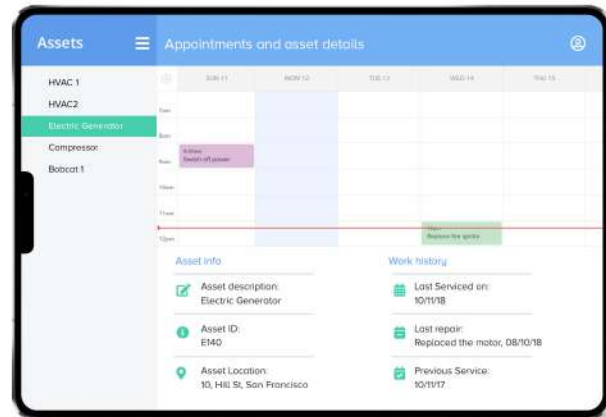
The built-in remote, and secure customer engagement feature was designed to allow the field workforce to visually collaborate with their customers, as well as in-house experts at the same time. It helps businesses avoid unnecessary field visits, potentially reducing costs. goDeskless embeds this functionality into a business' existing business applications. Communications, including video-chat, can be driven by business context and stored within the system of records for compliance and future reference.





MICROVENTURES

In order to keep workers up to speed, goDeskless' Field Service solution allows workers to view the services history of specific assets. Workers can view an assets service history and future scheduled maintenance via a calendar, or they can access service logs to check work details for added context. The company's solution also enables workers to proactively auto-schedule asset service appointments based on an asset's service history.



The Field Service solution also helps managers of deskless workers better handle customer escalations. Through goDeskless' software, managers can view team availability and location in real time in order to have the nearest available worker reach out to handle customer escalations. The solution also features a built-in video chat to help customers interact with workers to solve issues faster.

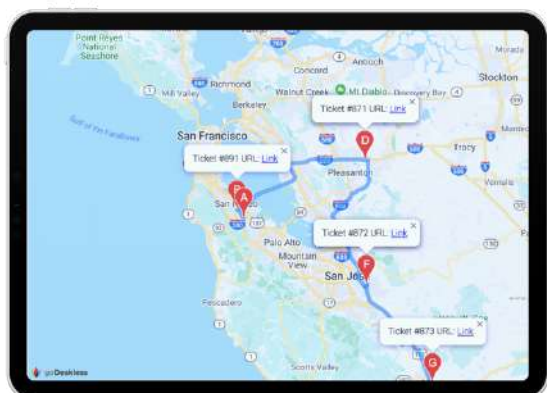
Businesses can automate and manage the field workforce assignments via the built-in automated and dynamic work routing capability of goDeskless OneCloud.

The configurable, real-time AI allows businesses to create their own work routing models based on customer engagement preference, proximity, product affinity and skills, and customer sentiments. goDeskless also allows a managed, high-touch approach toward field work management, while the fully automated approach allows MSPs to potentially lower their operational costs.



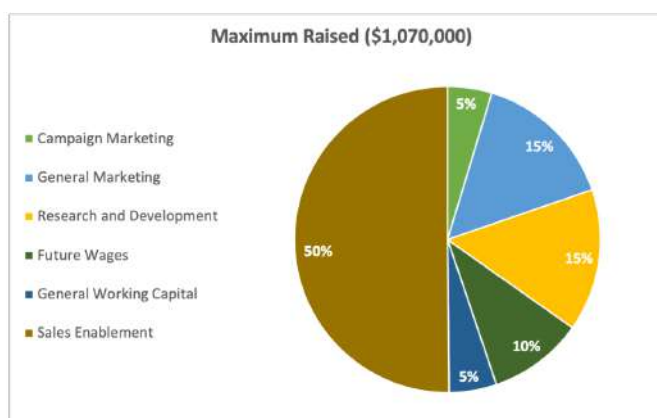
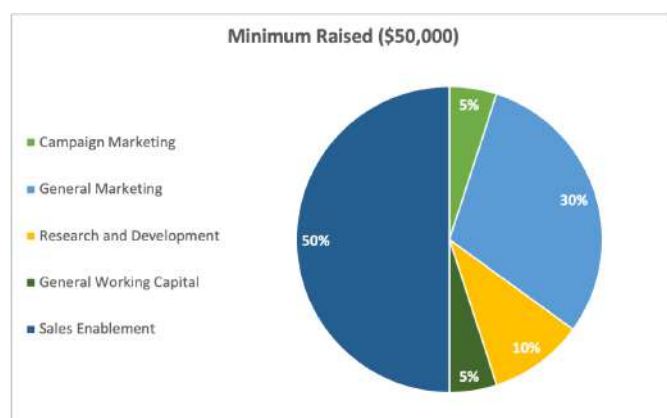


## MICROVENTURES



goDeskless features built-in dynamic route optimization which can help businesses reduce costs by recommending optimal route and time-based work allocation. The real-time AI engine of goDeskless OneCloud incorporates the feedback from dynamic route optimization to proactively notify recommended route plans to the field workforce.

### Use of Proceeds



Should the company raise the minimum (\$50,000) or the maximum (\$1,070,000), it plans to allocate the proceeds to the following categories:

#### Minimum Raised

- Campaign Marketing – 5%
- General Marketing – 30%
- Research and Development – 10%
- General Working Capital – 5%
- Sales Enablement – 50%

#### Maximum Raised

- Campaign Marketing – 5%
- General Marketing – 15%
- Research and Development – 15%
- Future Wages – 10%
- General Working Capital – 5%
- Sales Enablement – 50%

### *Sales Enablement*

Funds will be used to hire a seasoned sales professional and establish a sales execution structure. This will include instituting an inbound sales operation, as well as hiring sales reps. In order to jump-start sales, we plan to adopt a “rent-to-hire” methodology. The company plans to contract an inbound sales agency while it hires its own salespeople. The perceived benefits of this strategy are:

- Quick time to market with stated objectives
- Ability to scale the sales operations quickly





## MICROVENTURES

- Result-based / target-oriented cost allocation to help the company to manage the sales spend wisely

### *Research and Development*

Funds allocated for R&D will be utilized toward following objectives:

- Hire a director of engineering / development head for the company's India development center
- Hire three full-stack developers to bolster the company's technology offerings
- Develop roadmap on wearables, and voice-enabled business processes for our platform to facilitate hands-free operation by field workers

### *Future Wages*

A small portion of the funds will be allocated toward future wages so that the company can hire talent as the company expands.

### *General Working Capital*

Funds allocated to general working capital will help the company scale its operations (facilities, legal, etc.).

### *Campaign Marketing*

This allocation will be used to market the current crowdfunding offering.

### *General Marketing*

The second largest portion of the funds will be allocated toward demand generation. This includes several campaigns to targeted prospects as well as industries. The funds will be used for:

- Marketing content development
- Website management
- Targeted go-to-market campaigns
- Creation of a potential pipeline

The company also plans to hire an outside marketing firm to assist in demand generation.

Part of the overall marketing allocation will focus more on field marketing with the company's go-to-market partners. The budget will be allocated toward:

- Participating in events and conferences
- Analyst relations and press releases
- Digital marketing and messaging

### **Product Roadmap**



## MICROVENTURES

Over the next year, goDeskless anticipates developing new product features to facilitate greater functionality through its platform. The company plans to focus on the following development areas:

### *Core/Cloud Platform*

This category includes the core platform development and focuses on the core functions, administrative and DevOps features, as well as data transformation. This is a continuous roadmap that incrementally adds capabilities to the core platform. In 2020, the company plans to focus on building a configurable interface for its customers to simplify the adoption and usability of its apps.

### *Analytics*

Analytics is a new area of focus for goDeskless in 2020. The company plans to build configurable reports into its administrative portal for customers' administrative users. In the second half of 2020, goDeskless anticipates adding a predictive algorithm to its field service and sales products.

### *AI/Bot*

The goDeskless core platform includes a simple bot/chat engine. The company has already added the AI-based intelligence to the platform and is currently testing different dialogue models. goDeskless plans to roll out true conversational capability infused with CRM data, allowing field technicians as well as field sales personnel to converse with goDeskless apps to deliver an experience similar to Siri or "Ok, Google."

### *Wearable Tech*

This category hopes to extend the goDeskless platform to the internet of things (IoT) by integrating with wearable technology. The company anticipates partnering with leading industrial safety and work engagement SmartGlass technology vendors.

### *Channel Integrations*

This category addresses new channel integrations. Currently, the company has integrated with Oracle, ServiceNow, and Freshworks. goDeskless plans to integrate with Salesforce and Zoho/Microsoft to open additional partner channels.

## **Business Model**

goDeskless sells its software through the following channels:

- Direct sales to enterprises
- Wholesale (at a discount of up to 35%) to resellers and partners
- Bulk sales as a white-label product to Managed Service Providers (MSPs)

The company utilizes a software-as-a-service subscription model, charging clients \$39 per active user per month



## MICROVENTURES

for access to its cloud platform. Clients must have a minimum of 20 users to begin using the company's software. goDeskless does not charge clients for its end customer-facing applications.

### Intellectual Property

goDeskless filed a patent application related to its workforce automation platform titled "System and Method for User Behavior-Driven Predictive Insights" in 2018. At this time, the Company has not filed to re-apply.

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### USER TRACTION

goDeskless' work automation platform is currently used by the following companies:

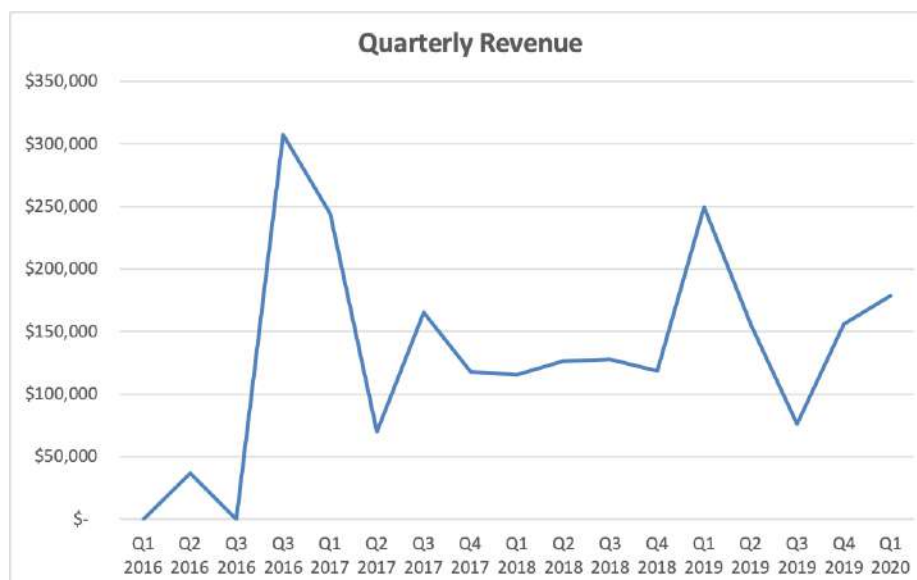
- **Bechtel** – 14<sup>th</sup> largest private company in the U.S., with 2018 revenue of \$25.5 billion<sup>x</sup>
- **TATA Motors** – India's largest automobile manufacturer with annual revenue of \$45 billion<sup>xi</sup>
- **Volvo** – Swedish automobile manufacturer with 2018 revenue of ~\$26.7 billion<sup>xii</sup>
- **TCL (TATA Communications)** – Indian telecommunications provider with 2018 – 2019 revenue of ~₹165.9 billion (\$2.2 billion)<sup>xiii</sup>
- **Freshworks** – California-based software company valued at \$3.5 billion<sup>xiv</sup>
- **TechMate** – a New York based managed services provider (MSP)



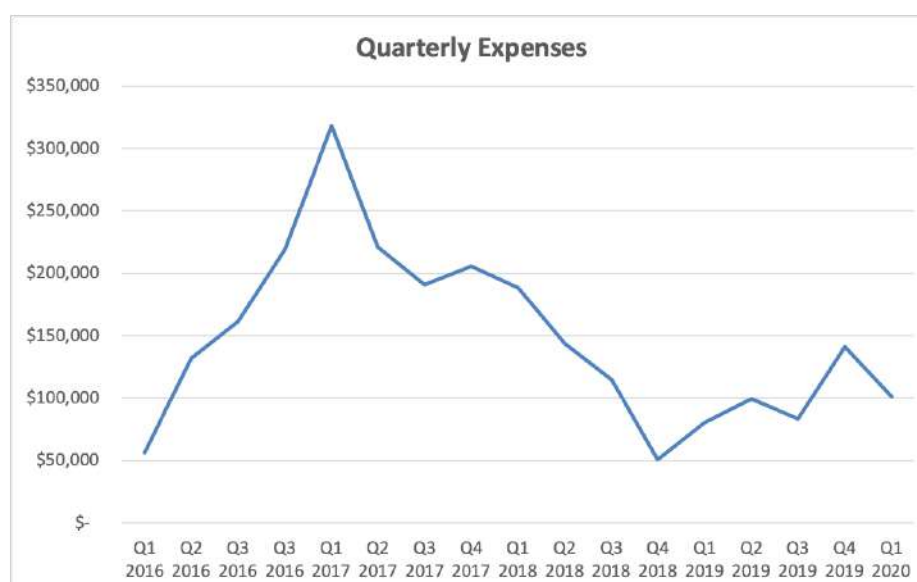
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### HISTORICAL FINANCIALS

In Q1 2020, goDeskless generated revenue of \$178,811. In 2019, the company generated revenue totaling \$637,284 with gross margins of 87%, an increase of 31% from 2018 revenue totaling \$487,649. In Q3 2016, the company had a record quarter of revenue due to the addition of Tata as a customer. The company recorded its second highest quarter of revenue in Q1 2019 due primarily to the beginning of projects for TCL and Bechtel. Since inception through Q1 2020, goDeskless has generated a total of \$2,245,514 in revenue.



In Q1 2020, the company incurred expenses totaling \$101,054, a 26% increase from Q1 2019 expenses of \$80,441. In 2019, the company incurred expenses totaling \$404,365. In Q1 2017, the company experienced a substantial spike in expenses due primarily to an increase in costs of goods sold. The company's expenses also spiked in Q4 2019 as a result of increases to costs of goods sold as well as marketing expenses. Since inception, goDeskless has incurred expenses totaling \$2,506,246.



In Q1 2020, goDeskless' largest expense categories included dues and subscriptions related to business software, wages and salaries for employees, and marketing and advertising. Other expenses categories, which include automotive expenses, offices expenses, and payroll taxes, among others, made up 15% of total expenses for the quarter. Relative to Q1 2020, goDeskless experienced higher costs of goods sold in 2019. Aside from costs of goods sold, the company's largest expense categories included wages and salaries, dues and subscriptions, and other expenses. A complete breakdown of the company's expenses is as follows:



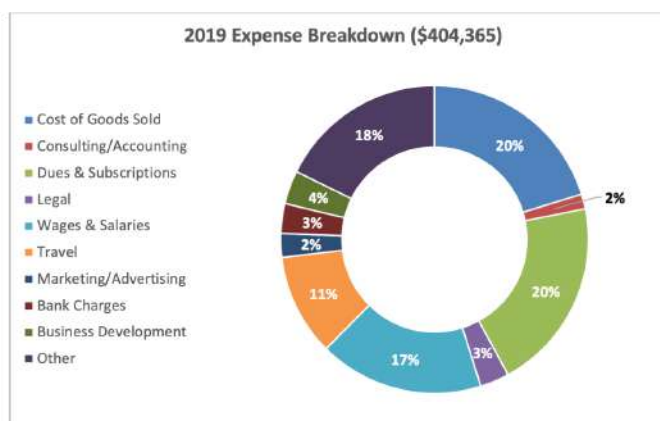
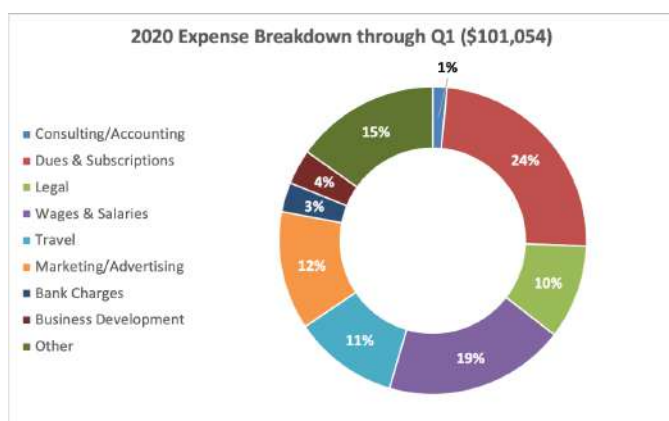
## MICROVENTURES

### Q1 2020 Expense Breakdown (\$101,054)

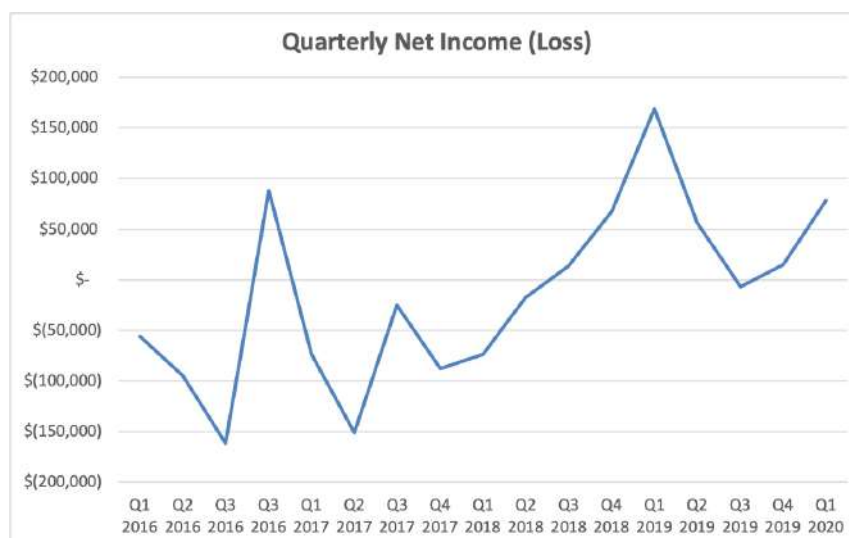
- Consulting/Accounting – 1%
- Dues & Subscriptions – 24%
- Legal – 10%
- Wages & Salaries – 19%
- Travel – 11%
- Marketing/Advertising – 12%
- Bank Charges – 3%
- Business Development – 4%
- Other – 15%

### 2019 Expense Breakdown (\$404,365)

- Costs of Goods Sold – 20%
- Consulting/Accounting – 2%
- Dues & Subscriptions – 20%
- Legal – 3%
- Wages & Salaries – 17%
- Travel – 11%
- Marketing/Advertising – 2%
- Bank Charges – 3%
- Business Development – 4%
- Other – 18%

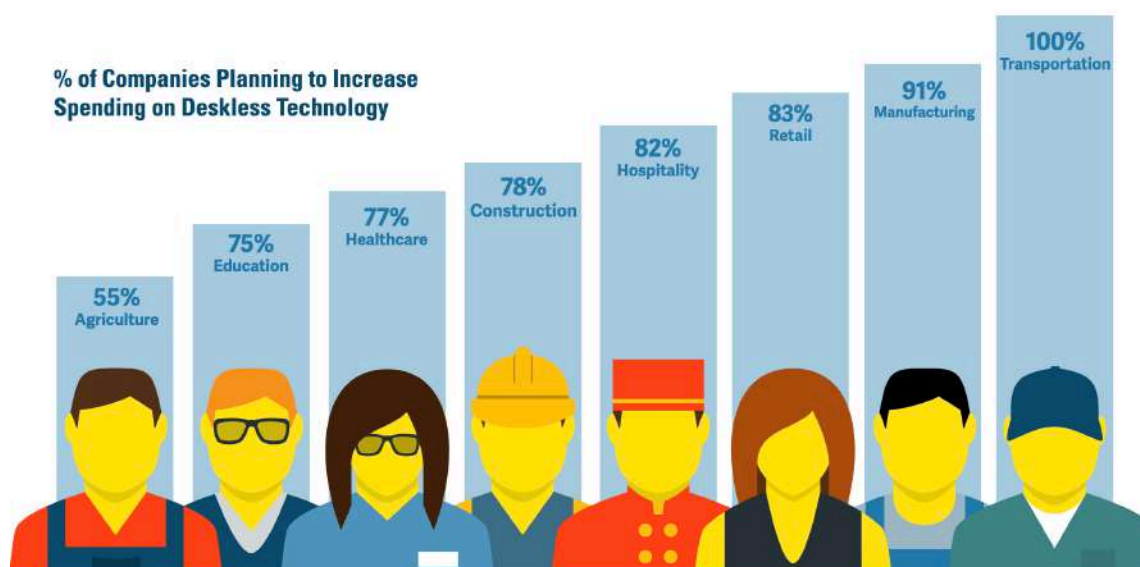


In Q1 2020, goDeskless achieved a net profit of \$77,757. In 2019, the company was profitable in three of four quarters, generating a net profit of \$232,919 for the year. Since Q1 2016, the company has achieved seven profitable quarters, but has incurred a total net loss of \$260,731. In 2019, the company averaged a monthly burn rate of \$20,308.





goDeskless provides workflow automation software for deskless workers. According to the venture capital firm Emergence, roughly 80% of the world's workforce (2.7 billion people), are considered deskless workers. In a survey of 100 companies, the firm found that 82% of companies were planning to increase spending on technology for deskless workers. By industry, 100% of transportation companies, 91% of manufacturing companies, 83% of retail companies, and 82% of hospitality companies surveyed planned to expand spending. Companies surveyed listed productivity as the top reason for increased investment, followed by employee experience, cost savings, communication, and customer experience. Emergence notes that although deskless workers make up 80% of the total workforce, software dedicated to serving deskless workers has received only 1% of total software venture funding.<sup>xv</sup>



goDeskless hopes to disrupt the customer relationship management software industry by helping companies and their deskless employees automate workflows and manage customer relationships anytime, anywhere. Customer relationship management (CRM) software has become a vital tool for organizations to manage their interactions with current and potential customers. Many of these software platforms use data analysis about a potential customers' history with a company to improve business relationships with customers, improve communication processes, manage the sales cycle, and ultimately drive sales growth. Companies also use CRM tools to quickly coordinate information among many internal stakeholders, improve customer retention, and generate more reliable sales forecasts.<sup>xvi</sup>

Worldwide spending on CRM software surpassed \$48 billion in 2018,<sup>xvii</sup> and is expected to reach nearly \$82 billion by 2025 according to Grand View Research. Growth is expected to be driven by increased adoption by organizations that are seeking improvements in operational efficiency, reduced cost of marketing, and reducing the sales cycle time. Also, these CRM product suites help make the process of acquiring and retaining customers easier for salespeople.<sup>xviii</sup>

The CRM market is also being buoyed by more cloud-deployed solutions from software companies, which help users easily manage customers and relationships "on-the-go." Big data and analytics have become critical in this

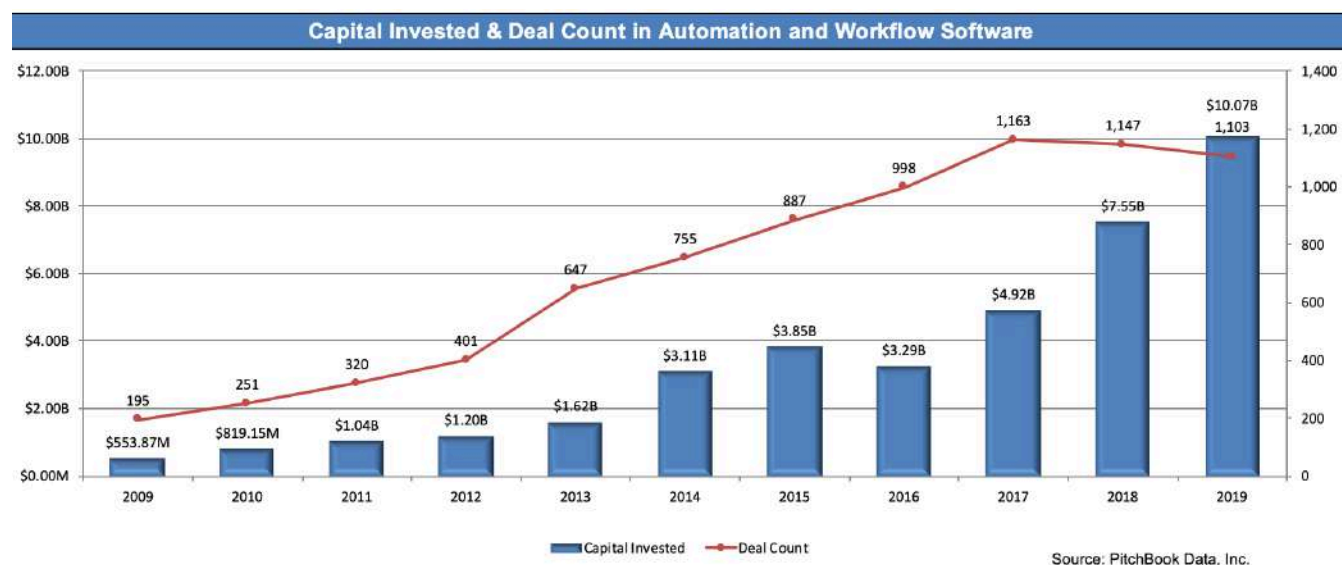


## MICROVENTURES

industry. Many companies are leveraging predictive analysis and customer intelligence to gain traction within the CRM industry, as a point of differentiation among other CRM software providers.<sup>xix</sup>

goDeskless operates more broadly within the automation/workflow software industry. In 2019, the automation/workflow software industry received over \$10 billion in venture capital investment – an 11-year high – across 1,130 deals. Other notable industry funding information includes:<sup>xx</sup>

- 32.7% increase in funding in 2019 relative to 2018, despite a 3% decrease in deal count
- Median post-money valuation of \$19.4 million in 2019, an all-time high
- Median deal size of \$2.15 million in 2019, an 11-year high
- A total of over \$38 billion invested between 2009 and 2019 across a total of 7,974 deals



## COMPETITORS

**Salesforce (NYSE: CRM):** Founded in 1999, Salesforce is a cloud-based software company that provides customer relationship management services to clients. The San Francisco-based company offers productivity, sustainability, AI, mobility, and collaborative solutions to companies in sectors ranging from financial services to transportation and hospitality. Through its software, clients receive an integrated platform that allows all departments to share a single, unified view of their customers. Currently, over 150,000 companies use Salesforce, including Unilever, T-Mobile, and BBVA.<sup>xxi</sup> For the fiscal year ending January 2020, the company recorded revenue of \$17.1 billion, a 29% increase over the previous fiscal year. For the most recent fiscal year, the company generated a net profit of \$126 million.<sup>xxii</sup>

**Click Software:** Founded in 1985, Click Software is a software company offering automated mobile workforce management and service optimization solutions to enterprises and small businesses. The company focuses exclusively on field service, providing solutions such as scheduling and dispatch, resource capacity planning, demand forecasting, and customer experience tools. Currently, the company services over 14,500 customers, manages nearly one million resources and field engineers, and employees over 700 people across eight geographical locations.<sup>xxiii</sup> In August 2019, Click Software was acquired by Salesforce for \$1.35 billion.<sup>xxiv</sup>





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**ServiceTitan:** Founded in 2008, ServiceTitan is a mobile, cloud-based software platform that home services companies streamline operations, improve customer service, and increase sales. For its clients, the company offers dispatching, scheduling, and call booking software, as well as marketing, reporting, and QuickBooks accounting solutions. The company also offers solutions to workers in the field, including customer experience and financing applications. Currently, the company serves over 2,500 clients.<sup>xxv</sup> Since inception, ServiceTitan has acquired two companies, CUC Software, a service business software platform<sup>xxvi</sup>, and WaterSoftWare, a business management platform for the water treatment industry.<sup>xxvii</sup> In November 2018, the company raised a \$165 million Series D round valuing the company at \$1.65 billion from investors including T. Rowe Price, Index Ventures, Dragoneer, Battery Ventures, Bessemer Venture Partners, and ICONIQ Capital.<sup>xxviii</sup>

**Zinier:** Founded in 2015, Zinier is an intelligent field service automation platform that helps large organizations with complex processes transform their field service operations with AI-driven insights and recommendations. The company's solutions include: work order management, scheduling and dispatching, mobile field service, vendor management, and asset management. In March 2019, the company raised a \$22 million Series B round led by Accel Partners with participation from Qualcomm Ventures, NGP Capital, Founders Fund, and Newfund.<sup>xxix</sup> In January 2020, the company announced a \$90 million Series C round led by IONIQ Capital.<sup>xxx</sup>

## EXECUTIVE TEAM



**Ashish Joshi, Co-Founder and CEO:** Ashish co-founded goDeskless in 2015 and has served as CEO since the company's inception. Ashish has 21+ years of product management experience in the CRM enterprise applications industry focusing on customer experience. Prior to starting his entrepreneurial venture, Ashish was a product leader at Siebel/Oracle where he managed the Service and Engagement Cloud products. Ashish has an MBA from University of California – Berkeley's Haas School of Business. He also holds a Master of Science degree from Louisiana Tech University majoring in Applied Mathematics, and completed his bachelor's degree in Engineering from University of Pune. Ashish is an avid amateur astrophotographer and is a member of the Astronomical Society of the Pacific.



**Hari Gutlapalli, Co-Founder and Chief Architect:** Hari co-founded goDeskless in 2015 and currently serves as the company's Chief Architect. Hari has 20+ years of experience in the CRM, enterprise applications industry focusing on customer experience, healthcare, and big data. Prior to starting his entrepreneurial venture, Hari led several product teams at Kaiser Permanente, Oracle, and Siebel Systems, and focused on delivering products and solutions across enterprise, cloud, as well as mobile platforms. Hari received an advanced project and business management diploma from Stanford University, and a Master of Science degree in Computer Science from the University of Houston.



**Pramod Cherukumilli, CTO:** Pramod joined goDeskless in 2018 and currently serves as the company's Chief Technology Officer. Pramod has 19+ years of engineering and product management experience in the cybersecurity industry focusing on cloud data management and security. Prior to co-founding goDeskless, Pramod was a product leader at Cisco, where he led cloud data security teams. Pramod holds an MBA from University of California Berkeley's Haas School of Business. He also holds a Master of Science degree from Colorado





## MICROVENTURES

State University majoring in Computer Science. Pramod is an avid hiker and skier and spends his vacations skiing at various global locations.

### PAST FINANCING

goDeskless has received funding through the following rounds:

Round	Date	Security	Amount	Valuation Cap	Interest Rate	Discount
Pre-Seed I	October 2015 – September 2017	Convertible Notes	\$535,000	\$6,000,000	6%	20%
Pre-Seed II	February 2018 – December 2018	Convertible Notes	\$190,000	\$7,000,000	4%	20%

### INVESTMENT TERMS

**Security Type:** Crowd Notes

**Round Size:** Min: \$50,000 Max: \$1,070,000

**Valuation Cap:** \$6,000,000 or \$7,000,000

**Discount Rate:** 20%

**Conversion Provisions:** In connection with equity financing of at least \$1,000,000 (a “Qualified Equity Financing”), the Company has the option to convert the Crowd Note into shares of non-voting preferred stock (Conversion Shares) at a price based on the lower of (A) a 20% discount to the price per share paid for Preferred Shares by investors in the Qualified Equity Financing or (B) the price per share based on a \$6,000,000 or \$7,000,000 valuation cap. Please refer to the Crowd Note for a complete description of the terms of the Crowd Note, including the conversion provisions.

**Transaction Type:** Primary

### RISKS

#### Investment Risk

***An investment in the company is speculative, and as such is not suitable for anyone without a high tolerance for risk and a low need for liquidity. You should invest only if you are able to bear the risk of losing your entire investment.*** There can be no assurance that that investors will receive any return of capital or profit. Investors should have the financial ability and willingness to accept the risks (including, among other things, the risk of loss of their entire investment and the risks of lack of liquidity) that are characteristic of private placement investments. There will be no public market for the securities being offered, applicable securities laws will restrict any transfer of the securities, and the securities will not be transferable without the company’s consent.

The information provided herein is not intended to be, nor should it be construed or used as, investment, tax or legal advice, a recommendation to purchase, or an offer to sell securities of the company. You should rely on the offering statement and documents attached as exhibits to the offering statement when making any investment decision. An investment in the company is not suitable for all investors.

#### Company Risk



## MICROVENTURES

The company's industry is highly competitive, and the company may not be able to compete effectively against the other businesses in its industry. The company is subject to a number of significant risks that could result in a reduction in its value and the value of the company securities, potentially including, but not limited to:

- Rapidly changing consumer preferences and market trends,
- Inability to expand and maintain market acceptance for the company's services and products,
- Inability to gain access to international markets and comply with all applicable local laws and regulations,
- Inability to achieve management's projections for growth, to maintain or increase historical rates of growth, to achieve growth based on past or current trends, or to effectively manage rapid growth,
- Inability to develop, maintain and expand successful marketing relationships, affiliations, joint ventures and partnerships that may be needed to continue and accelerate the company's growth and market penetration,
- Inability to keep pace with rapid industry, technological and market changes that could affect the company's services, products and business,
- Technological problems, including potentially widespread outages and disruptions in Internet and mobile commerce,
- Potential costs and business disruption that may result if the company's customers complain or assert claims regarding the company's technology,
- Failure to adequately address data security and privacy concerns in compliance with U.S. and international laws, rules and policies,
- Performance issues arising from infrastructure changes, human or software errors, website or third-party hosting disruptions, network disruptions or capacity constraints due to a number of potential causes including technical failures, cyber-attacks, security vulnerabilities, natural disasters or fraud,
- Inability to adequately secure and protect intellectual property rights,
- Potential claims and litigation against the company for infringement of intellectual property rights and other alleged violations of law,
- Difficulties in complying with applicable laws and regulations, and potential costs and business disruption if the company becomes subject to claims and litigation for legal non-compliance,
- Changes in laws and regulations materially affecting the company's business,
- Liability risks and labor costs and requirements that may jeopardize the company's business,
- Dependence on and inability to hire or retain key members of management and a qualified workforce,
- Ongoing need for substantial additional capital to support operations, to finance expansion and/or to maintain competitive position,
- Issuance of additional company equity securities at prices dilutive to existing equity holders,
- Potential significant and unexpected declines in the value of company equity securities, including prior to, during, and after an initial public offering, and
- Inability of the company to complete an initial public offering of its securities, merger, buyout or other liquidity event.

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<sup>i</sup> <https://www.forbes.com/largest-private-companies/list/#tab:rank>

<sup>ii</sup> <https://www.tata.com/business/tata-motors>

<sup>iii</sup> <https://www.tatacommunications.com/wp-content/uploads/2019/07/FIN-AnnualReport2018-19-AR-20190709.pdf>

<sup>iv</sup> <https://www.forbes.com/companies/tcl/#1474f4e34cbb>



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- <sup>v</sup> <https://totalitglobal.com/#about>
- <sup>vi</sup> <https://www.workset.eu/about-us>
- <sup>vii</sup> <https://finance.yahoo.com/quote/NOW/>
- <sup>viii</sup> <https://venturebeat.com/2019/11/13/freshworks-nabs-150-million-to-bring-cloud-and-automation-tools-to-customer-engagement-teams/>
- <sup>ix</sup> <http://desklessworkforce2018.com/>
- <sup>x</sup> <https://www.forbes.com/largest-private-companies/list/#tab:rank>
- <sup>xi</sup> <https://www.tata.com/business/tata-motors>
- <sup>xii</sup> <https://investors.volvocars.com/annualreport2018/index.html>
- <sup>xiii</sup> <https://www.forbes.com/companies/tcl/#1474f4e34cbb>
- <sup>xiv</sup> <https://venturebeat.com/2019/11/13/freshworks-nabs-150-million-to-bring-cloud-and-automation-tools-to-customer-engagement-teams/>
- <sup>xv</sup> <http://desklessworkforce2018.com/>
- <sup>xvi</sup> <https://www.bain.com/insights/management-tools-customer-relationship-management>
- <sup>xvii</sup> <https://www.gartner.com/en/newsroom/press-releases/2019-06-17-gartner-says-worldwide-customer-experience-and-relati>
- <sup>xviii</sup> <https://www.grandviewresearch.com/press-release/global-customer-relationship-management-crm-market>
- <sup>xix</sup> <https://www.grandviewresearch.com/press-release/global-customer-relationship-management-crm-market>
- <sup>xx</sup> Pitchbook Data, downloaded May 11, 2020
- <sup>xxi</sup> <https://www.salesforce.com/products/what-is-salesforce/>
- <sup>xxii</sup> [https://s23.q4cdn.com/574569502/files/doc\\_financials/2020/q4/Salesforce-10-K-Q4-FY20-\(1\).pdf](https://s23.q4cdn.com/574569502/files/doc_financials/2020/q4/Salesforce-10-K-Q4-FY20-(1).pdf)
- <sup>xxiii</sup> <https://www.clicksoftware.com/en/about/>
- <sup>xxiv</sup> <https://techcrunch.com/2019/08/07/salesforce-is-acquiring-clicksoftware-for-1-35b/>
- <sup>xxv</sup> <https://www.servicetitan.com/company>
- <sup>xxvi</sup> <https://www.contractingbusiness.com/residential-hvac/press-release/20871096/servicetitan-acquires-cuc-software>
- <sup>xxvii</sup> <https://www.contractormag.com/technology/software/article/20884371/servicetitan-announces-acquisition-of-watersoftware>
- <sup>xxviii</sup> <https://techcrunch.com/2018/11/14/servicetitan-raises-165m-for-its-home-services-software-now-valued-at-1-65b/>
- <sup>xxix</sup> <https://venturebeat.com/2019/03/05/zinier-raises-22-million-from-accel-qualcomm-others-to-automate-field-service-management/>
- <sup>xxx</sup> <https://news.crunchbase.com/news/zinier-raises-90m-to-automate-field-service-management-says-halfway-to-unicorn-status/>

**EXHIBIT C**  
**Subscription Agreement**

## *Subscription Agreement*

THE SECURITIES ARE BEING OFFERED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. THERE ARE FURTHER RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN.

THE PURCHASE OF THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

goDeskless Inc.  
7773 Kelly Canyon Dr, Dublin, CA 94568

Ladies and Gentlemen:

The undersigned understands that goDeskless Inc., a corporation organized under the laws of Delaware (the "Company"), is offering up to \$1,070,000.00 of Crowd Note (the "Securities") in a Regulation CF Offering. This Offering is made pursuant to the Form C/A, dated June 5, 2020 (the "Form C/A"). The undersigned further understands that the Offering is being made pursuant to Section 4(a)(6) of the Securities Act and Regulation CF under the JOBS Act of 2012 and without registration of the Securities under the Securities Act of 1933, as amended (the "Securities Act").

**1. Subscription.** Subject to the terms and conditions hereof and the provisions of the Form C/A, the undersigned hereby irrevocably subscribes for the Securities set forth on the signature page hereto for the aggregate purchase price set forth on the signature page hereto, which is payable as described in Section 4 hereof. The undersigned acknowledges that the Securities will be subject to restrictions on transfer as set forth in this subscription agreement (the "Subscription Agreement").

**2. Acceptance of Subscription and Issuance of Securities.** It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the undersigned at the Closing referred to in Section 3 hereof. Subscriptions need not be accepted in the order received, and the Securities may be allocated among subscribers.

**3. The Closing.** The closing of the purchase and sale of the Securities (the "Closing") shall take place at 11:59 p.m. Pacific time on August 3, 2020, or at such other time and place as the Company may designate by notice to the undersigned.

**4. Payment for Securities.** Payment for the Securities shall be received by Evolve Bank & Trust (the "Escrow Agent") from the undersigned of immediately available funds or other means approved by the Company at least two days prior to the Closing, in the amount as set forth on the signature page hereto. Upon the Closing, the Escrow Agent shall release such funds to the Company. The undersigned shall receive notice and evidence of the entry of the number of the Securities owned by undersigned reflected on the books and records of the Company, which

shall bear a notation that the Securities were sold in reliance upon an exemption from registration under the Securities Act.

**5. Representations and Warranties of the Company.** As of the Closing, the Company represents and warrants that:

a) The Company is duly formed and validly existing under the laws of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other authorizations, approvals, permits and orders required by law for the conduct by the Company of its business as it is currently being conducted.

b) The Securities have been duly authorized and, when issued, delivered and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid and nonassessable, and will conform in all material respects to the description thereof set forth in the Form C/A.

c) The execution and delivery by the Company of this Subscription Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale and delivery of the Securities) are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon full execution hereof, this Subscription Agreement shall constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or securities, "blue sky" or other similar laws of such jurisdiction (collectively referred to as the "State Securities Laws").

d) Assuming the accuracy of the undersigned's representations and warranties set forth in Section 6 hereof, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with the execution, delivery and performance by the Company of this Subscription Agreement except (i) for such filings as may be required under Regulation CF promulgated under the Securities Act, or under any applicable State Securities Laws, (ii) for such other filings and approvals as have been made or obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Company to perform its obligations hereunder.

**6. Representations and Warranties of the Undersigned.** The undersigned hereby represents and warrants to and covenants with the Company that:

***a) General.***

i. The undersigned has all requisite authority (and in the case of an individual, the capacity) to purchase the Securities, enter into this Subscription Agreement and to perform all the obligations required to be performed by the undersigned hereunder, and such purchase will not contravene any law, rule or regulation binding on the undersigned or any investment guideline or restriction applicable to the undersigned.

ii. The undersigned is a resident of the state set forth on the signature page hereto and is not acquiring the Securities as a nominee or agent or otherwise for any other person.

iii. The undersigned will comply with all applicable laws and regulations in effect in any jurisdiction in which the undersigned purchases or sells Securities and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the undersigned is subject or in which the undersigned makes such purchases or sales, and the Company shall have no responsibility therefor.

iv. Including the amount set forth on the signature page hereto, in the past twelve (12) month period, the undersigned has not exceeded the investment limit as set forth in Rule 100(a)(2) of Regulation CF.

***b) Information Concerning the Company.***

i. The undersigned has received a copy of the Form C/A. With respect to information provided by the Company, the undersigned has relied solely on the information contained in the Form C/A to make the decision to purchase the Securities.

ii. The undersigned understands and accepts that the purchase of the Securities involves various risks, including the risks outlined in the Form C/A and in this Subscription Agreement. The undersigned represents that it is able to bear any and all loss associated with an investment in the Securities.

iii. The undersigned confirms that it is not relying and will not rely on any communication (written or oral) of the Company, MicroVenture Marketplace Inc., or any of their respective affiliates, as investment advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided in the Form C/A or otherwise by the Company, MicroVenture Marketplace Inc. or any of their respective affiliates shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Company, MicroVenture Marketplace Inc. nor any of their respective affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Securities. The undersigned acknowledges that neither the Company, MicroVenture Marketplace Inc. nor any of their respective affiliates have made any representation regarding the proper characterization of the Securities for purposes of determining the undersigned's authority or suitability to invest in the Securities.

iv. The undersigned is familiar with the business and financial condition and operations of the Company, all as generally described in the Form C/A. The undersigned has had access to such information concerning the Company and the Securities as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Securities.

v. The undersigned understands that, unless the undersigned notifies the Company in writing to the contrary at or before the Closing, each of the undersigned's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the undersigned.

vi. The undersigned acknowledges that the Company has the right in its sole and absolute discretion to abandon this Offering at any time prior to the completion of the Offering. This Subscription Agreement shall thereafter have no force or effect and the Company shall return

any previously paid subscription price of the Securities, without interest thereon, to the undersigned.

vii. The undersigned understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

***c) No Guaranty.***

i. The undersigned confirms that the Company has not (A) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities or (B) made any representation to the undersigned regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the undersigned is not relying on the advice or recommendations of the Company and the undersigned has made its own independent decision that the investment in the Securities is suitable and appropriate for the undersigned.

***d) Status of Undersigned.***

i. The undersigned has such knowledge, skill and experience in business, financial and investment matters that the undersigned is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the undersigned's own professional advisors, to the extent that the undersigned has deemed appropriate, the undersigned has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. The undersigned has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the undersigned is able to bear the risks associated with an investment in the Securities and its authority to invest in the Securities.

***e) Restrictions on Transfer or Sale of Securities.***

i. The undersigned is acquiring the Securities solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The undersigned understands that the Securities have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the undersigned in this Subscription Agreement. The undersigned understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

ii. The undersigned understands that the Securities are restricted from transfer for a period of time under applicable federal securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission (the "Commission") provide in substance that the undersigned may dispose of the Securities only pursuant to an effective registration statement under the Securities Act, an exemption therefrom or as further described in Rule 501 of Regulation CF, after which certain state restrictions may apply. The undersigned understands that the Company has no obligation or intention to register any of the Securities, or to take action so as to permit sales pursuant to the Securities Act. Even when the Securities become freely transferrable, a secondary market in the Securities may not develop. Consequently, the undersigned understands that the undersigned must bear the economic risks of the investment in the Securities for an indefinite period of time.



iii. The undersigned agrees: (A) that the undersigned will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to Rule 501 of Regulation CF.

**7. Conditions to Obligations of the Undersigned and the Company.** The obligations of the undersigned to purchase and pay for the Securities specified on the signature page hereto and of the Company to sell the Securities are subject to the satisfaction at or prior to the Closing of the following conditions precedent: the representations and warranties of the Company contained in Section 5 hereof and of the undersigned contained in Section 6 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing.

**8. Obligations Irrevocable.** Following the Closing, the obligations of the undersigned shall be irrevocable.

**9. Legend.** The certificates, book entry or other form of notation representing the Securities sold pursuant to this Subscription Agreement will be notated with a legend or designation, which communicates in some manner that the Securities were issued pursuant to Section 4(a)(6) of the Securities Act and may only be resold pursuant to Rule 501 of Regulation CF.

**10. Waiver, Amendment.** Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

**11. Assignability.** Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the undersigned without the prior written consent of the other party.

## **12. Dispute Resolution.**

### ***a) General Rule.***

Any dispute under this Subscription Agreement will be resolved through arbitration, not through the court system. All arbitration will be conducted in Wilmington, Delaware unless both parties agree otherwise in writing in a specific case. All arbitration will be conducted before a single arbitrator in following the rules of the American Arbitration Association. Except as required by law, 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.

### ***b) Appeal of Award.***

Within thirty days of a final award by the single arbitrator, either party may appeal the award for reconsideration by a three-arbitrator panel. If there is an appeal, the other party may cross-appeal within thirty days after notice of the appeal. The panel will reconsider all aspects of the initial award that are appealed, including related findings of fact.

### ***c) Effect of Award.***

Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act, and may be entered as a judgment in any court of competent jurisdiction.

***d) No Class Action Claims.***

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. No party may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. An award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any claim of anyone other than a named party, or (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this paragraph, and any attempt to do so, whether by rule, policy, and arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this paragraph shall be determined exclusively by a court and not by the administrator or any arbitrator. If this paragraph shall be deemed unenforceable, then any proceeding in the nature of a class action shall be handled in court, not in arbitration.

**13. Governing Law.** This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles thereof.

**14. Section and Other Headings.** The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

**15. Counterparts.** This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

**16. Notices.** All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or email to the following addresses (or such other address as either party shall have specified by notice in writing to the other):

<b>If to the Company:</b>	goDeskless Inc. 7773 Kelly Canyon Dr Dublin, CA 94568 Attention: Ashish Joshi
<b>with a copy to:</b>	BEVILACQUA PLLC 1050 Connecticut Avenue, NW Suite 500 Washington, DC 20036 Attention: Louis A. Bevilacqua, Esq. Email: lou@bevilacquapllc.com
<b>If to the Purchaser:</b>	[PURCHASER ADDRESS]

**18. Binding Effect.** The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**19. Survival.** All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company, (ii) changes in the transactions, documents and instruments described in the Form C/A which are not material or which are to the benefit of the undersigned and (iii) the death or disability of the undersigned.

**20. Notification of Changes.** The undersigned hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Subscription Agreement, which would cause any representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or incorrect.

**21. Severability.** If any term or provision of this Subscription Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Subscription Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this [DAY] OF [MONTH], [YEAR].

<b>PURCHASER (if an individual):</b>
By _____ Name:

<b>PURCHASER (if an entity):</b>
_____ Legal Name of Entity
By _____ Name: Title:

State/Country of Domicile or Formation: \_\_\_\_\_

The offer to purchase Securities as set forth above is confirmed and accepted by the Company as to [amount of Securities to be acquired by Purchaser] for [total amount to be paid by Purchaser].

<b>goDeskless Inc.</b>
By _____ Name: Title:

**EXHIBIT D**  
**Crowd Notes**

THIS INSTRUMENT AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE ACT. FOR ONE YEAR FROM THE DATE OF THIS INSTRUMENT, SECURITIES SOLD IN RELIANCE ON REGULATION CROWDFUNDING UNDER THE ACT MAY ONLY BE TRANSFERRED TO THE COMPANY, TO AN “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501 OF REGULATION D UNDER THE ACT, AS PART OF AN OFFERING REGISTERED UNDER THE SECURITIES ACT WITH THE SEC, OR TO A MEMBER OF INVESTOR’S FAMILY 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 EQUIVALENT, OR IN CONNECTION WITH THE DEATH OR DIVORCE OF THE INVESTOR OR OTHER SIMILAR CIRCUMSTANCE. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO INVESTOR IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

## **goDeskless Inc.**

### **CROWD NOTE**

FOR VALUE RECEIVED, goDeskless Inc. (the “**Company**”), hereby promises to pay to each investor (the “**Investor**”) who is recorded in MicroVenture Marketplace Inc., (the “**Platform**”) records as having subscribed to this security (the “**Crowd Note**”) the principal sum of his/her subscription (the “**Purchase Price**”) unless converted into equity securities pursuant to Section 2.

The “**Valuation Cap**” is \$6 million

The “**Discount**” is 20%

The “**Offering End Date**” is August 3, 2020.

#### **1. Definitions.**

- a. “**Conversion Shares**” shall mean with respect to a conversion pursuant to Section 2, shares of the Company’s Preferred Stock issued in the Qualified Equity Financing.
- b. “**Conversion Price**” with respect to a conversion pursuant to Section 2 shall equal the lower of (A) the product of (1) one minus the Discount and (2) the price paid per share for Preferred Stock by the investors in the Qualified Equity Financing or (B) the quotient resulting from dividing (1) the Valuation Cap by (2) the Fully-Diluted Capitalization immediately prior to the closing of the Qualified Equity Financing.
- c. “**Corporate Transaction**” shall mean:
  - i. the closing of the sale, transfer or other disposition of all or substantially all of the Company’s assets,
  - ii. the consummation of the merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the holders of capital stock of the Company immediately prior to such merger or consolidation continue to hold at least 50% of the voting power of the capital stock of the Company or the surviving or acquiring entity),

- iii. the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Company's securities), of the Company's securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of the Company (or the surviving or acquiring entity), or
  - iv. the IPO, liquidation, dissolution or winding up of the Company; provided, however, that a transaction shall not constitute a Corporate Transaction if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately prior to such transaction.
- d. **"Corporate Transaction Payment"** shall mean an amount equal to two times (2X) the Purchase Price. If there are not enough funds to pay the Investors in full, then proceeds from the respective transaction will be distributed with equal priority and pro rata among Investors in proportion to their Purchase Price.
- e. **"Date of Issuance"** shall mean the date upon which the Investor subscription is recorded in the Platform's records as having been accepted by the Company at the date of closing.
- f. **"Fully-Diluted Capitalization"** shall mean the number of shares of outstanding Common Stock of the Company on a fully-diluted basis, including (i) conversion or exercise of all securities convertible into or exercisable for Common Stock, (ii) exercise of all outstanding options and warrants to purchase Common Stock and, in the case of Section 1(b), (iii) the shares reserved or authorized for issuance under the Company's existing stock option plan or any stock option plan created or increased in connection with such transaction; but excluding, for this purpose, the conversion contemplated by the applicable provision of Section 2.
- g. **"Irrevocable Proxy"** shall mean the agreement appointing the Platform or an affiliate of the Platform as the sole and exclusive attorney and proxy of the Investor, with full power of substitution and re-substitution, to vote and exercise all voting and related rights with respect to all of the securities of the Company that now are or hereafter may be beneficially owned by Investor.
- h. **"Major Investor"** shall mean any Investor in a Crowd Note in which the Purchase Price is equal to or greater than \$25,000.
- i. **"Maximum Raise Amount"** shall mean \$1,070,000 under Regulation CF.
- j. **"Outstanding Principal"** shall mean the total of the Purchase Price.
- k. **"Qualified Equity Financing"** shall mean the first sale (or series of related sales) by the Company of its Preferred Stock following the Date of Issuance from which the Company receives gross proceeds of not less than \$1,000,000 (excluding the aggregate amount of securities converted into Preferred Stock in connection with such sale or series of related sales).
- l. **"Shadow Series"** shall mean shares of a series of the Company's Preferred Stock that is identical in all respects to the shares of Preferred Stock issued in the Qualified Equity Financing (e.g., if the Company sells Series A Preferred Stock in the Qualified Equity Financing, the Shadow Series would be Series A-1 Preferred Stock), except that the

liquidation preference per share of the Shadow Series shall equal the Conversion Price (as determined pursuant to Section 2) and the following additional differences:

- i. Shadow Series shareholders shall grant their vote on any matter that is submitted to a vote or for the consent of the stockholders of the Company (except for on matters required by law) by Irrevocable Proxy;
  - ii. Shadow Series shareholders shall receive quarterly business updates from the company through the Platform but will have no additional information or inspection rights (except with respect to such rights which are required by law).
- m. “**Target CF Minimum**” shall mean \$50,000 raised via Regulation CF.

## 2. Conversion of the Crowd Note.

1. **Qualified Equity Financing.** Upon the occurrence of a Qualified Equity Financing, the Crowd Note will convert into Conversion Shares pursuant to the following:
  - a. If the Investor is not a Major Investor, the Crowd Note will convert into Conversion Shares upon the earlier of (i) the Company’s election or (ii) a Corporate Transaction.
  - b. If the Investor is a Major Investor, the Company will convert the Crowd Note into Conversion Shares prior to the closing of the Qualified Equity Financing.
2. **Conversion Mechanics.** Company shall convert the Crowd Note into Conversion Shares equal to the quotient obtained by dividing the Outstanding Principal by the Conversion Price.
  - a. The issuance of Conversion Shares pursuant to the conversion of this Crowd Note shall be upon and subject to the same terms and conditions applicable to the stock sold in the Qualified Equity Financing; provided, however, that if the Investor is not a Major Investor, the Investor shall receive shares of a Shadow Series with certain limited rights.
3. **Corporate Transaction.** In the event of a Corporate Transaction, the Company shall notify the Investor in writing of the terms of the Corporate Transaction.
  - a. If the Corporate Transaction occurs prior to a Qualified Equity Financing, the Investor shall receive the higher value received by either:
    - i. Converting this Crowd Note into that number of Conversion Shares equal to the quotient obtained by dividing the Purchase Price by the Conversion Price, or
    - ii. Obtaining the Corporate Transaction Payment.
  - b. If the Corporate Transaction occurs after a Qualified Equity Financing the Company shall convert this Crowd Note into Conversion Shares pursuant to Section 2 (a).
4. **Mechanics of Conversion.** As promptly as practicable after the conversion of this Crowd Note, the Company at its expense will issue and deliver to the Investor, upon surrender of this Crowd Note, the respective number of Conversion Shares.
5. **Note Completion.** This Crowd Note will terminate upon the earlier of: (a) a conversion of the entire Purchase Price under this Crowd Note into Conversion Shares; or (b) the payment of amounts due to the Investor pursuant to Section 3 (a).



**3. Representations and Warranties of the Company.** In connection with the transactions provided for herein, the Company hereby represents and warrants to the Investor that:

1. **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing, and in good standing and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.
2. **Authorization.** Except for the authorization and issuance of the Conversion Shares issuable in connection with a Qualified Equity Financing or a Corporate Transaction, all corporate action has been taken on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Crowd Note. The Company has taken all corporate action required to make all of the obligations of the Company reflected in the provisions of this Crowd Note the valid and enforceable obligations they purport to be, and this Crowd Note, when executed and delivered by the Company, shall constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms.
3. **Offering.** Subject in part to the truth and accuracy of the Investor's representations set forth herein, the offer, sale and issuance of this Crowd Note are exempt from the registration requirements of any applicable state and federal securities laws, and neither the Company nor any authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption.
4. **Compliance with Other Instruments.** The execution, delivery and performance of this Crowd Note, and the consummation of the transactions contemplated hereby, will not constitute or result in a default, violation, conflict or breach in any material respect of any provision of the Company's current Certificate of Incorporation or bylaws, or in any material respect of any instrument, judgment, order, writ, decree, privacy policy or contract to which it is a party or by which it is bound, or, to its knowledge, of any provision of any federal or state statute, rule or regulation applicable to the Company.
5. **Valid Issuance of Stock.** The Conversion Shares, when issued, sold and delivered upon conversion of this Crowd Note, will be duly authorized and validly issued, fully paid and nonassessable, will be free of restrictions on transfer other than restrictions on transfer set forth herein and pursuant to applicable state and federal securities laws and, based in part upon the representations and warranties of the Investor herein, will be issued in compliance with all applicable federal and state securities laws.
6. **Intellectual Property.** To its knowledge, the Company owns or possesses or believes it can acquire on commercially reasonable terms sufficient legal rights to all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, mask works, information and proprietary rights and processes as are necessary to the conduct of its business as now conducted and as presently proposed to be conducted without any known conflict with, or infringement of, the rights of others. The Company has not received any communications alleging that the Company has violated or, by conducting its business, would violate any of the patents, trademarks, service marks, trade names, copyrights, trade secrets, mask works or other proprietary rights or processes of any other person.
7. **Litigation.** To the Company's knowledge, there is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, or threatened against the Company or any of its properties or any of its officers or managers (in their capacities as such). There is no judgment, decree or order against the Company,

or, to the knowledge of the Company, any of its directors or managers (in their capacities as such), that could prevent, enjoin, or materially alter or delay any of the transactions contemplated by this Crowd Note, or that could reasonably be expected to have a material adverse effect on the Company.

**4. Representations and Warranties of the Investor.** In connection with the transactions provided for herein, the Investor hereby represents and warrants to the Company that:

1. **Authorization.** This Crowd Note constitutes Investor's valid and legally binding obligation, enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.
2. **Purchase Entirely for Own Account.** Investor acknowledges that this Crowd Note is issued to Investor in reliance upon Investor's representation to the Company that the Crowd Note will be acquired for investment for Investor's own account.
3. **Required Information.** The Investor acknowledges they have received all the information necessary or appropriate for deciding whether to invest in this Crowd Note, 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 provided.
4. **Reliance on Advice.** The Investor acknowledges that they are not relying on the advice or recommendations of the Company or MicroVenture Marketplace Inc., or the affiliates of either, and the Investor has made its own independent decision that an investment in this instrument and the underlying securities is suitable and appropriate.
5. **Federal or State Agencies.** The Investor acknowledges 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.
6. **Voting and Inspection Rights.** The Investor acknowledges that if they are not a Major Investor they shall have limited voting, information and inspection rights.
7. **No Public Market.** The Investor acknowledges 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.

**5. Miscellaneous.**

1. **Security.** This Crowd Note is a general unsecured obligation of the Company.
2. The Investor agrees to take any and all actions determined in good faith by the Company's board of directors 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 Notes.
3. **Successors and Assigns.** The terms and conditions of this Crowd Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, however,

that the Company may not assign its obligations under this Crowd Note without the prior written consent of the Investor.

4. **Governing Law.** This Crowd Note shall be governed by and construed under the laws of Delaware as applied to other instruments made by Delaware residents to be performed entirely within the state of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.
5. **Notices.** All notices and other communications given or made pursuant to this Crowd Note shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.
6. **Financing Agreements.** The Investor understands and agrees that the conversion of the Crowd Note into Conversion Shares may require the Investor's execution of certain agreements relating to the purchase and sale of such securities as well as registration, co sale, rights of first refusal, rights of first offer and voting rights, if any, relating to such securities. The Investor agrees to execute all such agreements in connection with the conversion so long as the issuance of Conversion Shares issued pursuant to the conversion of this Crowd Note are subject to the same terms and conditions applicable to the Preferred Stock sold in the Qualified Equity Financing (or the Shadow Series).
7. **Severability.** If one or more provisions of this Crowd Note are held to be unenforceable under applicable law, such provision shall be excluded from this Crowd Note and the balance of the Crowd Note shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
8. **Transfer of a Crowd Note.** Subject to compliance with applicable federal and state securities laws (including the restrictions described in the legends to this Crowd Note), this Crowd Note and all rights hereunder are transferable in whole or in part by the Investor to any person or entity upon written notice to the Company.
9. **Escrow Procedures.** No investor funds shall be released from escrow until the Target CF Minimum is reached. The Target CF Minimum must be met on or before the Offering Date for funds to be released from escrow.
10. **Entire Agreement; Amendments and Waivers.** This Crowd Note constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof. The Company's agreements with each Investor are separate agreements, and the sales of the Crowd Notes to each Investor are separate sales.

## 6. **Dispute Resolution.**

1. **General Rule.** Any dispute under this Crowd Note will be resolved through arbitration, not through the court system. All arbitration will be conducted in Wilmington, Delaware unless both parties agree otherwise in writing in a specific case. All arbitration will be conducted before a single arbitrator in following the rules of the American Arbitration Association. Except as required by law, 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.

2. **Appeal of Award.** Within thirty days of a final award by the single arbitrator, either party may appeal the award for reconsideration by a three-arbitrator panel. If there is an appeal, the other party may cross-appeal within thirty days after notice of the appeal. The panel will reconsider all aspects of the initial award that are appealed, including related findings of fact.
  3. **Effect of Award.** Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act, and may be entered as a judgment in any court of competent jurisdiction.
  4. **No Class Action Claims.** NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. No party may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. An award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any claim of anyone other than a named party, or (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this paragraph, and any attempt to do so, whether by rule, policy, and arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this paragraph shall be determined exclusively by a court and not by the administrator or any arbitrator. If this paragraph shall be deemed unenforceable, then any proceeding in the nature of a class action shall be handled in court, not in arbitration.
7. **Approval.** The Company hereby represents that its Board of Directors, in the exercise of its fiduciary duty, has approved the Company's execution of this Crowd Note based upon a reasonable belief that the Purchase Price provided hereunder is appropriate for the Company after reasonable inquiry concerning the Company's financing objectives and financial situation. In addition, the Company hereby represents that it intends to use the proceeds primarily for the operations of its business, and not for any personal, family or household purpose.
8. **Subscription Procedure.** Each Investor, by providing his or her name, and subscription amount, confirms such investment through the Platform and has signed this Crowd Note electronically. Investor agrees that his or her electronic signature is the legal equivalent of his or her manual signature on this Crowd Note. By confirming, the Investor consents to be legally bound by the Crowd Note's terms and conditions, and to the terms and conditions of subscription established by the Platform. All Investors will be processed via Regulation CF. Investments may be accepted up to the Maximum Raise Amount up until the Offering End Date.

THIS INSTRUMENT AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE ACT. FOR ONE YEAR FROM THE DATE OF THIS INSTRUMENT, SECURITIES SOLD IN RELIANCE ON REGULATION CROWDFUNDING UNDER THE ACT MAY ONLY BE TRANSFERRED TO THE COMPANY, TO AN “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501 OF REGULATION D UNDER THE ACT, AS PART OF AN OFFERING REGISTERED UNDER THE SECURITIES ACT WITH THE SEC, OR TO A MEMBER OF INVESTOR’S FAMILY 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 EQUIVALENT, OR IN CONNECTION WITH THE DEATH OR DIVORCE OF THE INVESTOR OR OTHER SIMILAR CIRCUMSTANCE. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO INVESTOR IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

## **goDeskless Inc.**

### **CROWD NOTE**

FOR VALUE RECEIVED, goDeskless Inc. (the “**Company**”), hereby promises to pay to each investor (the “**Investor**”) who is recorded in MicroVenture Marketplace Inc., (the “**Platform**”) records as having subscribed to this security (the “**Crowd Note**”) the principal sum of his/her subscription (the “**Purchase Price**”) unless converted into equity securities pursuant to Section 2.

The “**Valuation Cap**” is \$7 million

The “**Discount**” is 20%

The “**Offering End Date**” is August 3, 2020.

#### **1. Definitions.**

- a. “**Conversion Shares**” shall mean with respect to a conversion pursuant to Section 2, shares of the Company’s Preferred Stock issued in the Qualified Equity Financing.
- b. “**Conversion Price**” with respect to a conversion pursuant to Section 2 shall equal the lower of (A) the product of (1) one minus the Discount and (2) the price paid per share for Preferred Stock by the investors in the Qualified Equity Financing or (B) the quotient resulting from dividing (1) the Valuation Cap by (2) the Fully-Diluted Capitalization immediately prior to the closing of the Qualified Equity Financing.
- c. “**Corporate Transaction**” shall mean:
  - i. the closing of the sale, transfer or other disposition of all or substantially all of the Company’s assets,
  - ii. the consummation of the merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the holders of capital stock of the Company immediately prior to such merger or consolidation continue to hold at least 50% of the voting power of the capital stock of the Company or the surviving or acquiring entity),

- iii. the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Company's securities), of the Company's securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of the Company (or the surviving or acquiring entity), or
  - iv. the IPO, liquidation, dissolution or winding up of the Company; provided, however, that a transaction shall not constitute a Corporate Transaction if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately prior to such transaction.
- d. **"Corporate Transaction Payment"** shall mean an amount equal to two times (2X) the Purchase Price. If there are not enough funds to pay the Investors in full, then proceeds from the respective transaction will be distributed with equal priority and pro rata among Investors in proportion to their Purchase Price.
- e. **"Date of Issuance"** shall mean the date upon which the Investor subscription is recorded in the Platform's records as having been accepted by the Company at the date of closing.
- f. **"Fully-Diluted Capitalization"** shall mean the number of shares of outstanding Common Stock of the Company on a fully-diluted basis, including (i) conversion or exercise of all securities convertible into or exercisable for Common Stock, (ii) exercise of all outstanding options and warrants to purchase Common Stock and, in the case of Section 1(b), (iii) the shares reserved or authorized for issuance under the Company's existing stock option plan or any stock option plan created or increased in connection with such transaction; but excluding, for this purpose, the conversion contemplated by the applicable provision of Section 2.
- g. **"Irrevocable Proxy"** shall mean the agreement appointing the Platform or an affiliate of the Platform as the sole and exclusive attorney and proxy of the Investor, with full power of substitution and re-substitution, to vote and exercise all voting and related rights with respect to all of the securities of the Company that now are or hereafter may be beneficially owned by Investor.
- h. **"Major Investor"** shall mean any Investor in a Crowd Note in which the Purchase Price is equal to or greater than \$25,000.
- i. **"Maximum Raise Amount"** shall mean \$1,070,000 under Regulation CF.
- j. **"Outstanding Principal"** shall mean the total of the Purchase Price.
- k. **"Qualified Equity Financing"** shall mean the first sale (or series of related sales) by the Company of its Preferred Stock following the Date of Issuance from which the Company receives gross proceeds of not less than \$1,000,000 (excluding the aggregate amount of securities converted into Preferred Stock in connection with such sale or series of related sales).
- l. **"Shadow Series"** shall mean shares of a series of the Company's Preferred Stock that is identical in all respects to the shares of Preferred Stock issued in the Qualified Equity Financing (e.g., if the Company sells Series A Preferred Stock in the Qualified Equity Financing, the Shadow Series would be Series A-1 Preferred Stock), except that the

liquidation preference per share of the Shadow Series shall equal the Conversion Price (as determined pursuant to Section 2) and the following additional differences:

- i. Shadow Series shareholders shall grant their vote on any matter that is submitted to a vote or for the consent of the stockholders of the Company (except for on matters required by law) by Irrevocable Proxy;
  - ii. Shadow Series shareholders shall receive quarterly business updates from the company through the Platform but will have no additional information or inspection rights (except with respect to such rights which are required by law).
- m. “**Target CF Minimum**” shall mean \$50,000 raised via Regulation CF.

## 2. Conversion of the Crowd Note.

1. **Qualified Equity Financing.** Upon the occurrence of a Qualified Equity Financing, the Crowd Note will convert into Conversion Shares pursuant to the following:
  - a. If the Investor is not a Major Investor, the Crowd Note will convert into Conversion Shares upon the earlier of (i) the Company’s election or (ii) a Corporate Transaction.
  - b. If the Investor is a Major Investor, the Company will convert the Crowd Note into Conversion Shares prior to the closing of the Qualified Equity Financing.
2. **Conversion Mechanics.** Company shall convert the Crowd Note into Conversion Shares equal to the quotient obtained by dividing the Outstanding Principal by the Conversion Price.
  - a. The issuance of Conversion Shares pursuant to the conversion of this Crowd Note shall be upon and subject to the same terms and conditions applicable to the stock sold in the Qualified Equity Financing; provided, however, that if the Investor is not a Major Investor, the Investor shall receive shares of a Shadow Series with certain limited rights.
3. **Corporate Transaction.** In the event of a Corporate Transaction, the Company shall notify the Investor in writing of the terms of the Corporate Transaction.
  - a. If the Corporate Transaction occurs prior to a Qualified Equity Financing, the Investor shall receive the higher value received by either:
    - i. Converting this Crowd Note into that number of Conversion Shares equal to the quotient obtained by dividing the Purchase Price by the Conversion Price, or
    - ii. Obtaining the Corporate Transaction Payment.
  - b. If the Corporate Transaction occurs after a Qualified Equity Financing the Company shall convert this Crowd Note into Conversion Shares pursuant to Section 2 (a).
4. **Mechanics of Conversion.** As promptly as practicable after the conversion of this Crowd Note, the Company at its expense will issue and deliver to the Investor, upon surrender of this Crowd Note, the respective number of Conversion Shares.
5. **Note Completion.** This Crowd Note will terminate upon the earlier of: (a) a conversion of the entire Purchase Price under this Crowd Note into Conversion Shares; or (b) the payment of amounts due to the Investor pursuant to Section 3 (a).

**3. Representations and Warranties of the Company.** In connection with the transactions provided for herein, the Company hereby represents and warrants to the Investor that:

1. **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing, and in good standing and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.
2. **Authorization.** Except for the authorization and issuance of the Conversion Shares issuable in connection with a Qualified Equity Financing or a Corporate Transaction, all corporate action has been taken on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Crowd Note. The Company has taken all corporate action required to make all of the obligations of the Company reflected in the provisions of this Crowd Note the valid and enforceable obligations they purport to be, and this Crowd Note, when executed and delivered by the Company, shall constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms.
3. **Offering.** Subject in part to the truth and accuracy of the Investor's representations set forth herein, the offer, sale and issuance of this Crowd Note are exempt from the registration requirements of any applicable state and federal securities laws, and neither the Company nor any authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption.
4. **Compliance with Other Instruments.** The execution, delivery and performance of this Crowd Note, and the consummation of the transactions contemplated hereby, will not constitute or result in a default, violation, conflict or breach in any material respect of any provision of the Company's current Certificate of Incorporation or bylaws, or in any material respect of any instrument, judgment, order, writ, decree, privacy policy or contract to which it is a party or by which it is bound, or, to its knowledge, of any provision of any federal or state statute, rule or regulation applicable to the Company.
5. **Valid Issuance of Stock.** The Conversion Shares, when issued, sold and delivered upon conversion of this Crowd Note, will be duly authorized and validly issued, fully paid and nonassessable, will be free of restrictions on transfer other than restrictions on transfer set forth herein and pursuant to applicable state and federal securities laws and, based in part upon the representations and warranties of the Investor herein, will be issued in compliance with all applicable federal and state securities laws.
6. **Intellectual Property.** To its knowledge, the Company owns or possesses or believes it can acquire on commercially reasonable terms sufficient legal rights to all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, mask works, information and proprietary rights and processes as are necessary to the conduct of its business as now conducted and as presently proposed to be conducted without any known conflict with, or infringement of, the rights of others. The Company has not received any communications alleging that the Company has violated or, by conducting its business, would violate any of the patents, trademarks, service marks, trade names, copyrights, trade secrets, mask works or other proprietary rights or processes of any other person.
7. **Litigation.** To the Company's knowledge, there is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, or threatened against the Company or any of its properties or any of its officers or managers (in their capacities as such). There is no judgment, decree or order against the Company,



or, to the knowledge of the Company, any of its directors or managers (in their capacities as such), that could prevent, enjoin, or materially alter or delay any of the transactions contemplated by this Crowd Note, or that could reasonably be expected to have a material adverse effect on the Company.

**4. Representations and Warranties of the Investor.** In connection with the transactions provided for herein, the Investor hereby represents and warrants to the Company that:

1. **Authorization.** This Crowd Note constitutes Investor's valid and legally binding obligation, enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.
2. **Purchase Entirely for Own Account.** Investor acknowledges that this Crowd Note is issued to Investor in reliance upon Investor's representation to the Company that the Crowd Note will be acquired for investment for Investor's own account.
3. **Required Information.** The Investor acknowledges they have received all the information necessary or appropriate for deciding whether to invest in this Crowd Note, 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 provided.
4. **Reliance on Advice.** The Investor acknowledges that they are not relying on the advice or recommendations of the Company or MicroVenture Marketplace Inc., or the affiliates of either, and the Investor has made its own independent decision that an investment in this instrument and the underlying securities is suitable and appropriate.
5. **Federal or State Agencies.** The Investor acknowledges 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.
6. **Voting and Inspection Rights.** The Investor acknowledges that if they are not a Major Investor they shall have limited voting, information and inspection rights.
7. **No Public Market.** The Investor acknowledges 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.

**5. Miscellaneous.**

1. **Security.** This Crowd Note is a general unsecured obligation of the Company.
2. The Investor agrees to take any and all actions determined in good faith by the Company's board of directors 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 Notes.
3. **Successors and Assigns.** The terms and conditions of this Crowd Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, however,

that the Company may not assign its obligations under this Crowd Note without the prior written consent of the Investor.

4. **Governing Law.** This Crowd Note shall be governed by and construed under the laws of Delaware as applied to other instruments made by Delaware residents to be performed entirely within the state of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.
5. **Notices.** All notices and other communications given or made pursuant to this Crowd Note shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.
6. **Financing Agreements.** The Investor understands and agrees that the conversion of the Crowd Note into Conversion Shares may require the Investor's execution of certain agreements relating to the purchase and sale of such securities as well as registration, co sale, rights of first refusal, rights of first offer and voting rights, if any, relating to such securities. The Investor agrees to execute all such agreements in connection with the conversion so long as the issuance of Conversion Shares issued pursuant to the conversion of this Crowd Note are subject to the same terms and conditions applicable to the Preferred Stock sold in the Qualified Equity Financing (or the Shadow Series).
7. **Severability.** If one or more provisions of this Crowd Note are held to be unenforceable under applicable law, such provision shall be excluded from this Crowd Note and the balance of the Crowd Note shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
8. **Transfer of a Crowd Note.** Subject to compliance with applicable federal and state securities laws (including the restrictions described in the legends to this Crowd Note), this Crowd Note and all rights hereunder are transferable in whole or in part by the Investor to any person or entity upon written notice to the Company.
9. **Escrow Procedures.** No investor funds shall be released from escrow until the Target CF Minimum is reached. The Target CF Minimum must be met on or before the Offering Date for funds to be released from escrow.
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**EXHIBIT E**  
**Pitch Deck**



# goDeskless

Remote & Secure Customer Engagement Platform for the Deskless Field Workforce





## Legal Notice

Any statements contained in this document regarding us, our expectations, beliefs, plans, objectives, assumptions, or future events or performance are not historical facts and are forward-looking statements. Investors are cautioned that these forward-looking statements involve uncertainties and risks that could cause actual performance and results of operations to differ materially from those anticipated. The forward-looking statements contained herein represent our judgment as of the date of publication of this document, and we caution you not to place undue reliance on such statements. We are a startup business and, as such, certain images contained in this document are for illustration purposes only. Our company, our management, and our affiliates assume no obligation to update any forward-looking statements to reflect events after the initial publication of this document or to reflect the occurrence of subsequent events.

***Please see the end of this presentation for important risk disclosure information.***



## Re-inventing the way deskless field workforce engages with customers

Help your field workforce to engage with your customers securely, remotely, and contextually from within your business applications.



### AI-powered Deskless Engagement Platform

- Featuring deskless customer engagement, field service, and sales
- Deploy as turnkey solution or atop existing CRMs

### Potential Key Value Drivers

- Cost reduction
- Increases engagement & loyalty
- Quick time to market
- Reduce customer experience friction

# 80%

of the global workforce does not sit behind a desk. They are deskless.<sup>1</sup>

## 2.7b

Deskless workers in asset-driven industries <sup>1</sup>



Managed/  
OnDemand Services



Auto



Construction/Mfg



Retail



TeleComm

<sup>1</sup> <http://desklessworkforce2018.com/>







## Deskless Workforce Challenges

"..you keep the yellow one, I take the pink slip back.."

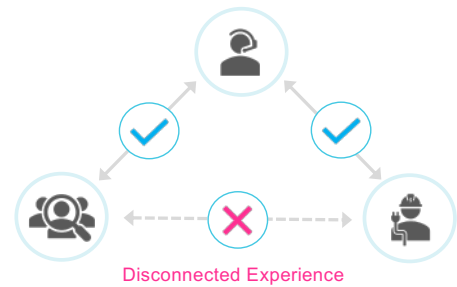
"..why does Comcast give me a four-hour window, and Uber doesn't.."

### #1 Data Access Deskless Mode



**Only 56%**  
Of deskless workers feel  
engaged by their employers

### #2 Disconnected Customer Experience



Customer engagement is often  
controlled by CRM and introduces  
friction



## Simple, Fast Data:

Smart data for deskless consumption

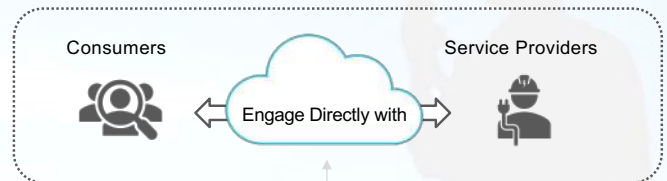
Flat, Federated, Fast Data  
Designed for Deskless Use



Enterprise Data

## Frictionless Experience:

Customer-driven “have it your way” Experience



CRM Desk “Agents”

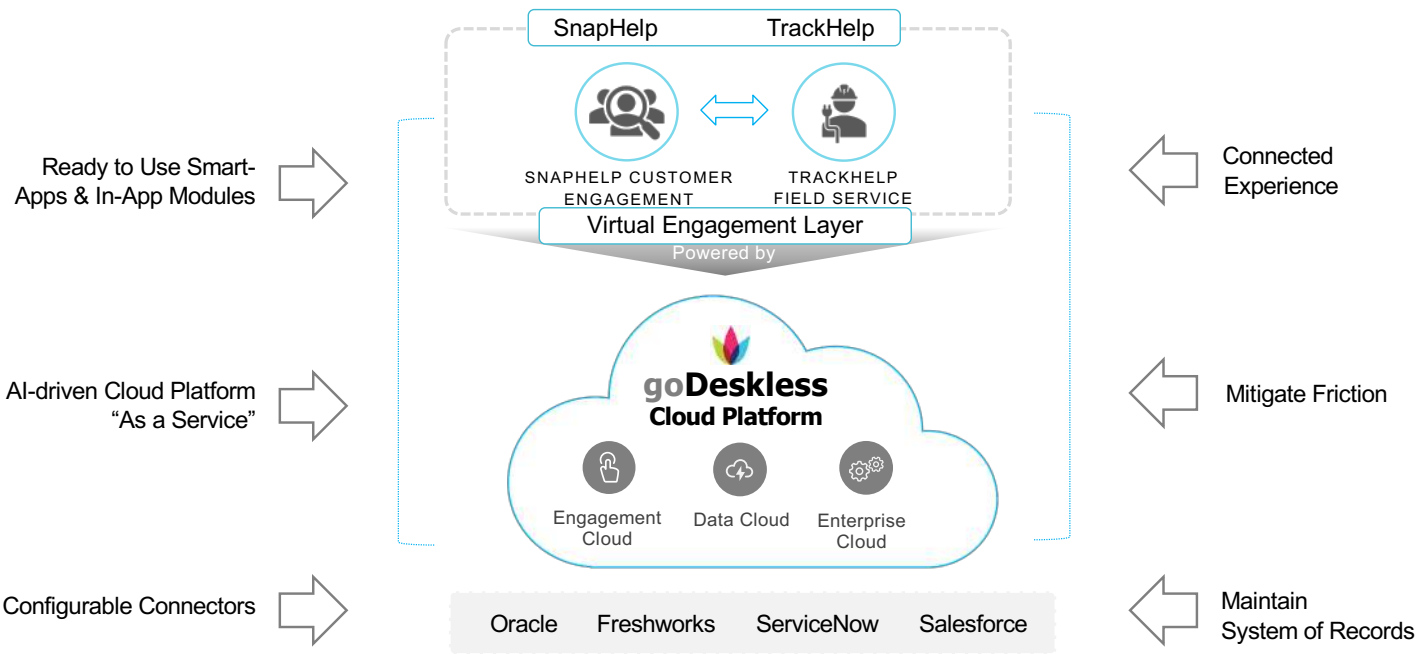
CRM in Listening Mode : The experience friction removed

What we need

Simple, fast data + frictionless experience



# The product: AI-driven Smart Engagement Cloud for Deskless Workers





### Consumer App

Request service

### Service Provider App

Accept & engage with customer



1. Customers request help
2. goDeskless smart engagement cloud searches for the best deskless resource
3. Customer and service provider connect and engage virtually – similar to the way Uber passengers and drivers do

## goDeskless Solution

### 1 Fast, Offline Data

- ✓ Fast access and available regardless of connectivity

### 2 AI-driven Matching Algorithm

- ✓ Our secret sauce – engineered to find the most qualified field resource

### 3 Frictionless Engagement

- ✓ Video-chat, chat, push notifications, Geo-features – relevant to “generation SmartDevice”



## Case Study

# techmate

IT Support for  
Distributed Workforce

### BUSINESS MODEL

Connect requestors with local  
service providers "OnDemand"



goDeskless – "OnDemand Service Delivery Platform" As a Service

TechMate branded the goDeskless solution for their customers



goDeskless

Confidential & proprietary © 2020 goDeskless Inc.



## Timing – Shifting Trends & Growing OnDemand Delivery Market

### Shifting Customer Engagement Trends

↳ 3.5b smartphone users in June 2020<sup>1</sup>

### Shifting Business Models

↳ 22.4m users in the on-demand mobile app economy<sup>2</sup>

### Fast Growing Emerging Market

↳ \$110b – total spending on on-demand products and services in 2019, more than double 2016 sales<sup>3</sup>



<sup>1</sup> <https://www.bankmycell.com/blog/how-many-phones-are-in-the-world>

<sup>2</sup> <https://appinventiv.com/blog/on-demand-mobile-app-economy-statistics/>

<sup>3</sup> <https://rockresearch.com/on-demand-economy-research/#~:text=Participation%20in%20the%20on%2Ddemand,to%2024.9%20million%20in%202016>



## Team: CRM Pioneers, Data & Security Scientists



Ashish Joshi

CO-FOUNDER & CEO

23 Years in Industry

- Siebel, InQuira, Oracle
- MBA, Haas - UC Berkeley, MS - LaTech
- Visionary & Team Builder
- Strong CRM & Product Expertise



Hari Gutlapalli

CO-FOUNDER & CHIEF ARCHITECT

22 Years in Industry

- Siebel, Oracle, Kaiser
- SAPM - Stanford, MS – Univ. of Houston
- Data Scientist/Architect
- Strong CRM, Data Science, Engineering Expertise



Pramod Cherukumilli

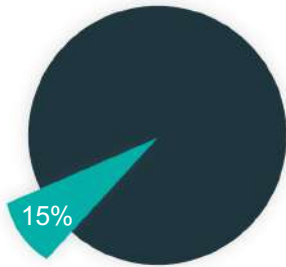
CTO

19 Years in Industry

- Cisco & Security startups
- MBA, Haas - UC Berkeley, MS – Colorado State
- Product Leader, Data Security Expert
- Strong Cloud Security & DevOps Expertise



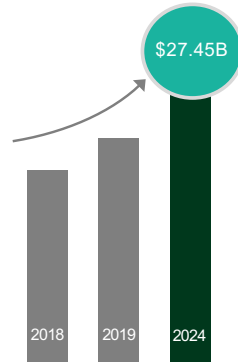
Only 15% of worldwide frontline workers feel engaged with their work<sup>1</sup>



<sup>1</sup> <https://industrytoday.com/engaging-frontline-workers/>

### TAM

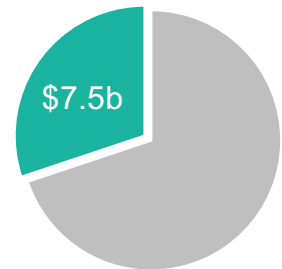
Customer Field Engagement Market by 2024<sup>2</sup>



<sup>2</sup> <https://www.globenewswire.com/news-release/2020/05/20/20157260/en/Global-Customer-Engagement-Solutions-Market-Growth-Trends-Forecasts-2019-2024.html>

### SAM

Asset-driven Industries without Mobile Deskless Engagement Solutions<sup>3</sup>



<sup>3</sup> Based on internal calculations from the following sources:  
<https://www.selecthub.com/customer-relationship-management/crm-software-buying-trends/>  
<https://www.riskins.com/blog/2021/04/convertion-technology-transformation-deskless-workforce/>  
<https://www.globenewswire.com/news-release/2020/05/20/20157260/en/Global-Customer-Engagement-Solutions-Market-Growth-Trends-Forecasts-2019-2024.html>

Deskless Workforce Engagement  
**MARKET OPPORTUNITY**

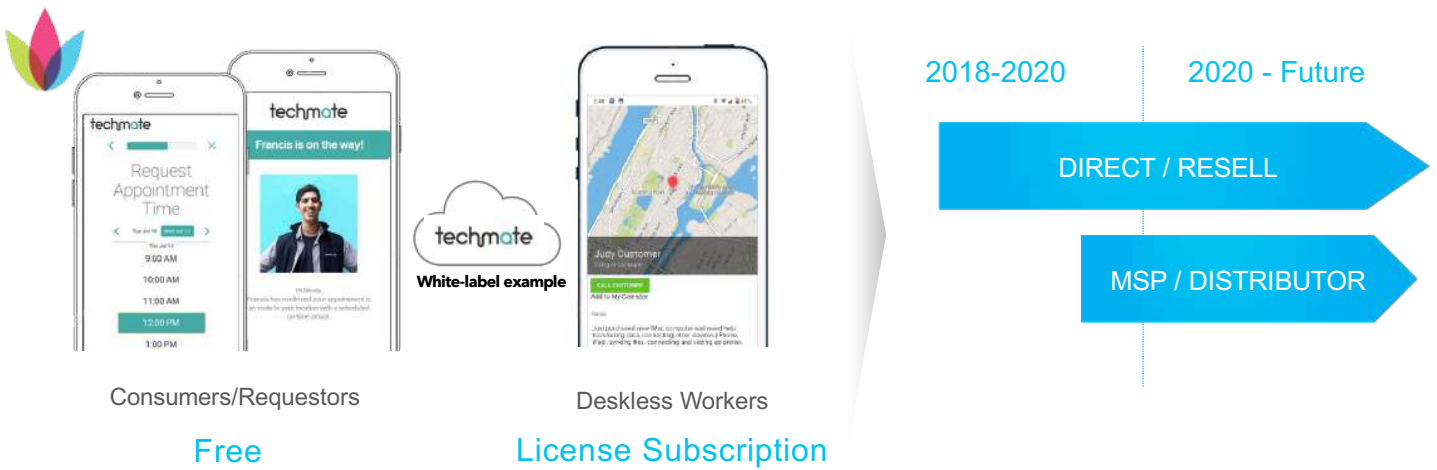
Customer Engagement Market is growing at 12.65% CAGR<sup>2</sup>



goDeskless

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## BUSINESS MODEL

### GO TO MARKET

1. DIRECT: Direct sale to enterprises
2. RESELL: Resell through partners
3. DISTRIBUTOR: White-labeled by MSPs

### CHANNEL PARTNERS

1. FRESHWORKS
2. SERVICENOW



## Customer Validation: Global Customers & Pipeline

### CURRENT CUSTOMERS



### ACTIVE TRIALS

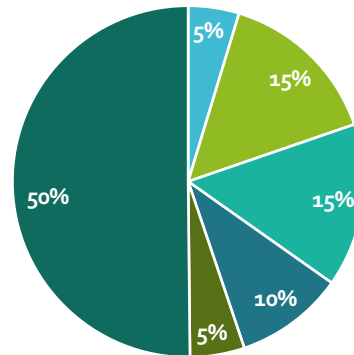




# Use of Proceeds

Use of Proceeds

- Campaign Marketing
- General Marketing
- Research and Development
- Future Wages
- General Working Capital
- Sales Enablement



## OBJECTIVES

- Recruit & solidify top sales talent
- Increase pipeline and sales velocity
- Build high-velocity relationships with Salesforce & Zoho CRM
- Develop conversational AI + AR roadmap



THANK YOU



# goDeskless

Remote & Secure Customer Engagement Platform for The Deskless Field Workforce



## Risk Disclosures

### Investment Risk

***An investment in the company is speculative, and as such is not suitable for anyone without a high tolerance for risk and a low need for liquidity.*** You should invest only if you are able to bear the risk of losing your entire investment. There can be no assurance that investors will receive any return of capital or profit. Investors should have the financial ability and willingness to accept the risks (including, among other things, the risk of loss of their entire investment and the risks of lack of liquidity) that are characteristic of private placement investments. There will be no public market for the securities being offered, applicable securities laws will restrict any transfer of the securities, and the securities will not be transferable without the company's consent.

The information provided herein is not intended to be, nor should it be construed or used as, investment, tax or legal advice, a recommendation to purchase, or an offer to sell securities of the company. You should rely on the offering statement and documents attached as exhibits to the offering statement when making any investment decision. An investment in the company is not suitable for all investors.



## Risk Disclosures

### Company Risk

*The company's industry is highly competitive, and the company may not be able to compete effectively against the other businesses in its industry. The company is subject to a number of significant risks that could result in a reduction in its value and the value of the company securities, potentially including, but not limited to:*

- Rapidly changing consumer preferences and market trends,
- Inability to expand and maintain market acceptance for the company's services and products,
- Inability to gain access to international markets and comply with all applicable local laws and regulations,
- Inability to achieve management's projections for growth, to maintain or increase historical rates of growth, to achieve growth based on past or current trends, or to effectively manage rapid growth,
- Inability to develop, maintain and expand successful marketing relationships, affiliations, joint ventures and partnerships that may be needed to continue and accelerate the company's growth and market penetration,
- Inability to keep pace with rapid industry, technological and market changes that could affect the company's services, products and business,
- Technological problems, including potentially widespread outages and disruptions in Internet and mobile commerce,
- Potential costs and business disruption that may result if the company's customers complain or assert claims regarding the company's technology,
- Failure to adequately address data security and privacy concerns in compliance with U.S. and international laws, rules and policies,
- Performance issues arising from infrastructure changes, human or software errors, website or third-party hosting disruptions, network disruptions or capacity constraints due to a number of potential causes including technical failures, cyber-attacks, security vulnerabilities, natural disasters or fraud,



## Risk Disclosures

### Company Risk (cont'd)

- Inability to adequately secure and protect intellectual property rights,
- Potential claims and litigation against the company for infringement of intellectual property rights and other alleged violations of law,
- Difficulties in complying with applicable laws and regulations, and potential costs and business disruption if the company becomes subject to claims and litigation for legal non-compliance,
- Changes in laws and regulations materially affecting the company's business,
- Liability risks and labor costs and requirements that may jeopardize the company's business,
- Dependence on and inability to hire or retain key members of management and a qualified workforce,
- Ongoing need for substantial additional capital to support operations, to finance expansion and/or to maintain competitive position,
- Issuance of additional company equity securities at prices dilutive to existing equity holders,
- Potential significant and unexpected declines in the value of company equity securities, including prior to, during, and after an initial public offering, and
- Inability of the company to complete an initial public offering of its securities, merger, buyout or other liquidity event.

**EXHIBIT F**  
**Video Transcript**





goDeskless Video Transcription

June 1, 2020

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We are in an era, where customer experiences is driving the potential growth of businesses.

At goDeskless, we are on a mission is to deliver an exceptional customer engagement experience that the “smart-device generation” can relate to.

goDeskless is a cloud-based intelligent “shared economy business experience” platform that automates work for the deskless workforce and delivers exceptional customer experience.

Many “Shared economy” enterprises such as Uber have taken it upon themselves to build their own digital experience platforms from scratch, investing large sums of money in the process.

Whereas, traditional enterprises may rely on old CRM technology that needs heavy customizations and lacks the engagement experience that the shared economy businesses require.

goDeskless aims to solve these challenges by delivering a “ready to deploy” shared economy user experience out of the box for the businesses.

Here’s how our customers use goDeskless..

The consumers get a customer-branded app to request service, and the deskless field workforce gets a branded app that allows them to respond to the nearby requests.

Whenever a consumer requests service, our AI-driven matching algorithm matches the consumer with the best available service provider.

As the service provider accepts the “job”, goDeskless engages the consumer with the service provider in the field.

Consumers know when the service provider is predicted to arrive, and have complete visibility of the work progress.

As the consumer and the service provider interact – each and every step’s information is stored in the backend system of records without any intervention from the desk-based CRM users.

goDeskless is a fully configurable, fully automated field workforce engagement solution that requires no custom integration, or coding.

goDeskless is white-label ready – which means that the companies can go to market with their business plans in days.

goDeskless aims to deliver a tremendously engaging experience to your customers at a fraction of cost of a traditional CRM solution.

Happy customers come from happy interaction experiences. goDeskless is on a mission to make your customers happy.

So, join us in our mission to provide the most enhanced customer experience and be part of goDeskless.