

VINCHI LLC

Offering Statement

amplify 

FORM C
Required Company Disclosures

Purpose of This Form

A Company seeking to raise money using Regulation Crowdfunding must provide certain information to prospective investors to permit investors to make an informed decision. The Securities and Exchange Commission ("SEC") has issued regulations at 17 CFR §227.201 itemizing the information required for Regulation Crowdfunding.

The headings below correspond to the SEC's regulations for Crowdfunding.

The Issuer certifies that all of the following statements are true:

- The Issuer is organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia.
- The Issuer is not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
- The Issuer is not an investment company registered or required to be registered under the Investment Company Act of 1940.
- The Issuer is not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding.
- The Issuer has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement.
- The Issuer is not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.
- The Issuer, or any of its predecessors, has never failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding.

§227.201(a) – Basic Information About the Company

Name of Company: VINCHI LLC ("Company")

State of Organization: Michigan

Date of Incorporation: September 3, 2020

Type of Entity: Limited liability company

Street Address: 45628 Montmorency Drive Macomb, MI 48044

Website: <https://www.jayvinchi.com/>

§227.201(b) – Directors and Officers of the Company

Person #1

Name: Joseph Mohny

All positions with the Company and How Long for Each Position:

Position: Manager **How Long:** Since inception

Business Experience During Last Three Years (Brief Description):

Independent Recording Artist

Principal Occupation During Last Three Years:

Independent Recording Artist

Has this Person Been Employed by Anyone Else During the Last Three Years?

No

If Yes, List the Name of the Other Employer(s) and its (their) Principal Business:

§227.201(c) – Each Person Who Owns 20% or More of the Voting Power

Owner: Joseph Mohney (100%)

§227.201(d) – The Company's Business and Business Plan

Overview

Company was formed to raise funds to support the Artist's release of his next musical project, *VINCHI EP*, and additional singles. Artist Joseph Mohney performs under the name Jay Vinchi. Artist is an independent hip-hop artist who resides in Detroit, Michigan. Artist, along with advisors, has assembled a plan to promote the Artist and his new project using money raised through crowdfunding. The project will be released after the close of capital.

In exchange for the support provided to the Artist through the funds raised through crowdfunding, the Company will receive 20% of the digital streaming revenue derived by the Catalog. The Catalog is defined as the Artist's next 10 songs, including the new project, *VINCHI EP*, and six prior songs, *Bury Me*, *Forever*, *Money Mouth*, *2095*, *Fly Away*, and *Lonely Road*. The total Catalog consists of 16 songs.

About the Industry

Music distribution continues to evolve in the digital age. With the introduction of music streaming services, global revenues are increasing and artists are monetizing from the streams of their songs. The digital revolution in music has resulted in the mitigation of significant barriers that previously kept smaller artists from being able to distribute their music to the masses. Jay Vinchi plans to use Distrokid for the digital distribution provider to get the Catalog onto streaming platforms and digital music stores.

Company Revenue

The Company's revenue will be a percentage of the digital music revenues generated by the Catalog. Revenues will be created by the distribution of the Catalog on digital streaming platforms including but not limited to Spotify, Pandora, Apple Music, YouTube, etc. ("Streaming Platforms"). Digital music revenue also includes individual song sales on Apple iTunes and Amazon. Digital music revenue consists of digital streaming and digital sales royalties. When the project is completed, the Company plans to use Distrokid to distribute it on the various Streaming Platforms and digital music stores. The Company will receive 20% of the gross revenue generated by the various Streaming Platforms and digital music sales.

Marketing Channels

The money raised through the crowdfunding will be used to support the Artist's marketing plan through various social media channels. The Artist's marketing plan is also calculated to increase the Artist's fanbase while also creating interest in the new album. The various social media channels that will be the focus of the Artist's marketing efforts include: Instagram, Facebook, Twitter, and others. The Artist may implement social media advertising, pitching music streaming playlists, and live event showcases as part of the marketing plan.

Key Partners

The Company is partnered with ADS Music Partners, a Los Angeles-based company focused on artist and business development. Adam Small, VINCHI LLC Advisor, is the Founder of ADS Music Partners and also serves as Co-President of Artistry Records.

§227.201(e) – Number of Employees

The Company currently has no employees.

§227.201(f) – Risks of Investing

Any 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 or any document available on the Artist's website and/or the Crowdfunding Platform.

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 literature.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

You Might Lose Your Money

Investments in startups and newly formed companies may be risky and you may lose your investment capital. The ability of the Company to make the payments you expect, and ultimately to give you your money back, depends on a number of factors, including many beyond our control.

Limited Operating History

The Company is a newly formed limited liability company with no operating history for prospective investors to consider.

Competition

There are many other competitors in industry. The Company competes on the basis of quality music, strong fanbase, and many other factors. There is no guarantee that Company will be successful in competing against these competitors.

No Right to Participate in Management

As a minority investor, you will not have the right to control the Company in any way or to participate in its management. You should invest only if you are willing to rely completely on the Company's management team.

Reliance on Management Team

Like almost all small businesses, the Company relies exclusively on the abilities of its management team. Should any of them die, leave the Company, or become ill for a long period of time, the Company could potentially be damaged.

Use of Funds Risk

At the discretion of the Company's management team, funds raised in this offering may be used differently than specifically outlined in this document's Use of Funds section.

Distribution Payout Risk

Streaming payout rates per stream may change based on the streaming service and their payout calculations. There is no guarantee the payout per stream will remain consistent from period to period. There is risk that the financial condition of a music streaming services may cause the service to close.

Liquidity Risk

Investor Shares are currently not tradeable (illiquid). Investors may have the option to trade shares after a 12-month holding period. There is no guarantee that a secondary market will exist for this investment.

Future Performance Risk

Past performance of music streaming and sales does not indicate any future success of musical content. There is a risk the future performance of any music from the artist is not as successful as previously released content.

COVID-19 Disclosure

The declaration of COVID-19 by the World Health Organization (WHO) on March 11, 2020 as a worldwide pandemic has created considerable uncertainty in the worldwide financial markets. Unemployment rates in the US have reached levels as never seen before and concerns about the ongoing spread of the COVID-19 have impacted the normal operations of the vast majority of businesses at every level. There is risk that COVID-19 may affect the Company's ability to market the project in the same manner as before COVID-19.

§227.201(g) – Target Offering Amount and Offering Deadline

Target Offering Amount \$5,000

Minimum: \$5,000

Maximum: \$10,000

Offering Deadline: January 5, 2021

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 and investment commitments will be cancelled and committed funds will be returned to investors.

§227.201(h) – Commitments that Exceed the Target Offering Amount

Will the Company accept commitments that exceed the Target Offering Amount? Yes

The maximum offering amount is \$10,000 and will be allocated on a first come-first served basis.

§227.201(i) – How the Company Intends to Use the Money Raised in the Offering

The Company is Reasonably Sure it Will Use the Money as Follows:

The Company is seeking to raise \$5,000 to promote and support the upcoming project of recording artist Jay Vinchi. Use of proceeds are projected to be as follows: Marketing & Promotion (50%), Producer Fees (30%), Raise Fees (10%), and Content Production (10%).

§227.201(j) – The Investment Process

To Invest

- Review this Form C and the Campaign Page;
- If you decide to invest, click the “Invest Now” button
- Follow the instructions

To Cancel Your Investment

Send an email to support@amplifyxfunding.com no later than 48 hours before the Offering Deadline. In your email, include your name and the name of the Company.

Investors may cancel an investment commitment until 48 hours prior to the Offering Deadline. Small Change will notify Investors when and if the Target Offering Amount has been raised.

If the Company reaches the Target Offering Amount before the Offering Deadline, it may close the offering early if it provides notice about the new Offering Deadline at least five business days before such new Offering Deadline, absent a material change that would require an extension of the offering and reconfirmation of the investment commitment.

If an Investor does not cancel an investment commitment before the 48-hour period before the Offering Deadline, the funds will be released to the Company upon closing of the offering and the Investor will receive securities in exchange for his or her investment.

§227.201(k) – Material Changes

If an Investor does not reconfirm his or her investment commitment after a material change is made to the offering, the Investor's investment commitment will be cancelled, and the committed funds will be returned.

A “material change” means a change that an average, careful Investor would want to know about before making an investment decision. A material change could be good or bad. If a material change occurs after you make an investment commitment but before the Offering closes, then the Company will notify you and ask whether you want to invest anyway. If you do not affirmatively choose to invest, then your commitment will be cancelled, your funds will be returned to you, and you will not receive any securities.

§227.201(l) – Price of the Securities

The Company is offering securities in the form of LLC membership interest into the Company.

VINCHI LLC has 10,000 outstanding shares. The price is \$1.00 per Share. Each share entitles the shareholder to 0.002% of the Total Catalog's revenues. This is calculated as follows: $20\% / 10,000 \text{ shares} = 0.002\%$.

§227.201(m) – Terms of the Securities

Overview

The Company is offering securities in the form of LLC membership interest into the Company. Issuer is offering 100% of the LLC membership interest, whereby the Company will be entitled to 20% of the Streaming & Digital Download Revenue of the Catalog.

Classes of Securities

The Company has only one class of securities: Investor Shares. The Investors in this Offering (which may include the Sponsor and its affiliates) will own all the Investor Shares. Whereas the owners of the Investor Shares have no right to vote or otherwise participate in the management of the Company, the Manager has total control over all aspects of the Company and its business.

Your Right to Distributions

Royalty distributions will be made to investors annually and pro-rate (according to shares owned). Distributions will be calculated at year end (December) and you will receive a statement by February 15th. The distributions will be made within 30 days of you receiving the statement. You may be asked to create a PayPal, Venmo, CashApp, or other payment account to receive the information. There may be a small service fee associated with the delivery of distributions.

Obligation to Contribute Capital

Once you pay for your Investor Shares, you will have no obligation to contribute more money to the Company, and you will not be personally obligated for any debts of the Company. However, under some circumstances you could be required by law to return some or all of a distribution you receive from the Company.

No Voting Rights

Investors will not have the right to vote or otherwise participate in the management of the Company. Instead, the Manager will control all aspects of the Company's business. For all practical purposes you will be a passive Investor.

Right to Transfer

Investor Shares are currently not tradeable (illiquid). Investors may have the option to trade shares after a 12-month holding period.

Liquidity Preference

In the event of an issuer buy back or liquidation event, the Issuer or acquiring party has the right to right to purchase the shares from the investors at the greater of 3 times the initial purchase price or 3 times the trailing 12-month pro rata revenue.

Modification of Terms of Investor Shares

The terms of the Investor Shares may not be modified or amended.

Dilution of Rights

Under the LLC Agreement, the Manager has the right to create additional classes of securities, including classes of securities with rights that are superior to those of the Investor Shares. For example, the Manager could create a class of securities that has the right to vote and/or the right to receive distributions before the Investor Shares.

The Person Who Controls the Company

September Ragland is the Owner, and the Owner has complete control over the Company. Therefore, Ms. Ragland effectively controls the Company.

How the Owner's Exercise of Rights Could Affect You

- The Owner has full control over the Company and the actions of the Owner could affect you in a number of different ways, including these:
- The Owner decides the quality of the content within the project
- The Owner decides how aggressive the promotional efforts will be
- The Owner has full creative control over the project and its release

§227.201(n) – The Funding Portal

The Company is offering its securities through Amplify Funding LLC, which is a “Funding Portal” licensed by the Securities and Exchange Commission and FINRA. The SEC File number is 007-00222 and the Funding Portal Registration Depository (FPRD) number is 307541.

§227.201(o) – Compensation of the Funding Portal

The Company will compensate Amplify Funding LLC as follows:

A success fee equal to 10% of the amount raised.

Amplify Funding LLC owns no interest in the Company, directly or indirectly, and will not acquire an interest as part of the Offering, nor is there any arrangement for Amplify Funding LLC to acquire an interest.

Each investor will pay a \$5 service fee to the Funding Portal. This fee is to subsidize the cost for AML, KYC, escrow services, payment processing, and other fees associated with use of the platform.

§227.201(p) – Indebtedness of the Company

None

§227.201(q) – Other Offerings of Securities within the Last Three Years

The Company has not raised any money from third parties within the last three years.

§227.201(r) – Transactions Between the Company and “Insiders”

The term “transaction” means any business transaction, including stock purchases, salaries, property rentals, consulting arrangements, guaranties, etc. The Company has not engaged in any transactions with Insiders.

§227.201(s) – The Company's Financial Condition

Liquidity

The Company was organized as a Limited Liability Company in the state of Michigan on September 3, 2020. The Company has yet to begin conducting operations other than those associated with general start-up and organizational matters. The Company has no revenues and no liquid resources (cash) today.

The Company intends to use the proceeds of the Offering to promote and support the music project, as described in the business plan, as soon as the Offering closes.

If the Company cannot raise money in this Offering, then the Company may dissolve.

Capital Resources

As of now, the Company has not purchased any assets or entered into any agreements to do so.

The potential proceeds from the Offering will be the only source of capital for the Company.

Historical Results of Operations

The Company is in the early stage and has no history of operations.

Changes and Trends

The Company is not aware of any changes or trends in the financial condition or operations of the Company since the date of the financial information provided in this Form C.

§227.201(t) – The Company’s Financial Statements

For information regarding the issuer financial statements, please see Exhibit E: Financial Information.

§227.201(u) – Disqualification Events

Explanation for Investors

A Company is not allowed to raise money using Regulation Crowdfunding if certain designated people associated with the Company (including its directors or executive officers) committed certain prohibited acts (mainly concerned with violations of the securities laws) on or after May 16, 2016. This item requires a Company to disclose whether any of those designated people committed any of those prohibited acts before May 16, 2016.

The Issuer is not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding.

§227.201(v) – Updates on the Progress of the Offering

As described above under §227.201(g) – Target Offering Amount and Offering Deadline, the ‘target amount’ for this offering is \$5,000. You can track our progress in raising money on the funding portal campaign page.

227.201(w) – Annual Reports for the Company

The Company will file a report with the Securities and Exchange Commission annually and post the report on its website no later than 120 days after the end of each fiscal year.

It’s possible that at some point, the Company won’t be required to file any more annual reports. The Company will notify you if that happens.

§227.201(x) – Our Compliance with Reporting Obligations

Explanation for Investors

This item requires a Company to disclose whether it has ever failed to file the reports required by Regulation Crowdfunding.

The Company has never raised money using Regulation Crowdfunding before, and therefore has never been required to file any reports.

§227.201(y) – Other Important Information Prospective Investors Should Know About

N/A

§227.201(z) – Current Monthly Burn Rate of Issuer

The issuer is a newly formed limited liability company with no current activity. As such, the issuer has a current monthly burn rate of \$0.

Exhibit A – Business Plan VINCHI LLC

Overview

Company was formed to raise funds to support the Artist's release of his next musical project, VINCHI EP, and additional singles. Artist Joseph Mohny performs under the name Jay Vinchi. Artist is an independent hip-hop artist who resides in Detroit, Michigan. Artist, along with advisors, has assembled a plan to promote the Artist and his new project using money raised through crowdfunding. The project will be released after the close of capital.

In exchange for the support provided to the Artist through the funds raised through crowdfunding, the Company will receive 20% of the digital streaming revenue derived by the Catalog. The Catalog is defined as the Artist's next 10 songs, including the new project, *VINCHI EP*, and six prior songs, *Bury Me, Forever, Money Mouth, 2095, Fly Away, and Lonely Road*. The total Catalog consists of 16 songs.

About the Industry

Music distribution continues to evolve in the digital age. With the introduction of music streaming services, global revenues are increasing and artists are monetizing from the streams of their songs. The digital revolution in music has resulted in the mitigation of significant barriers that previously kept smaller artists from being able to distribute their music to the masses. Jay Vinchi plans to use Distrokid for the digital distribution provider to get the Catalog onto streaming platforms and digital music stores.

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Key Partners

The Company is partnered with ADS Music Partners, a Los Angeles-based company focused on artist and business development. Adam Small, VINCHI LLC Advisor, is the Founder of ADS Music Partners and also serves as Co-President of Artistry Records.

**Exhibit B – Articles of Organization
VINCHI LLC**

Filed by Corporations Division Administrator Filing Number: 220299728700 Date: 09/03/2020



Form Revision Date 02/2017

**ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY**

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

VINCHI LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JOSEPH MOHNEY
2. Street Address: 45628 MONTMORENCY DRIVE
Apt/Suite/Other:
City: MACOMB
State: MI Zip Code: 48044
3. Registered Office Mailing Address:
P.O. Box or Street Address: 45628 MONTMORENCY DRIVE
Apt/Suite/Other:
City: MACOMB
State: MI Zip Code: 48044

Signed this 3rd Day of September, 2020 by the organizer(s):

Signature	Title	Title if "Other" was selected
Joseph Mohny	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

Filed by Corporations Division Administrator Filing Number: 220299728700 Date: 09/03/2020

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

VINCHI LLC

ID Number: 802517963

received by electronic transmission on September 03, 2020 ***, is hereby endorsed.***

Filed on September 03, 2020 ***by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 3rd day of September, 2020.

Linda Clegg

*Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau*

Exhibit C – Operating Agreement

Limited Liability Company Agreement of VINCHI LLC A Single Member Limited Liability Company

THIS OPERATING AGREEMENT (this "Agreement") of VINCHI LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Member").

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for VINCHI LLC, a Manager-managed Michigan single member limited liability company (the "Company") formed under and pursuant to Michigan law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Michigan law absent such a provision, this Agreement, to the extent permitted under Michigan law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

45628 Montmorency Drive Macomb, MI 48044, or such other location as shall be selected from time to time by the Member.

D. Registered Agent and Office. The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles of Organization/Certificate of Organization or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor agent.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose:

VINCHI LLC (the "Company") is a Michigan limited liability company that was formed to finance and distribute the next musical project for recording artist Jay Vinchi and six of his previously released singles: Bury Me, Forever, Money Mouth, 2095, Fly Away, and Lonely Road. Jay Vinchi is an independent hip-hop artist based in Detroit, Michigan. Jay Vinchi is raising capital to properly promote and support the next project and grow as an artist using Regulation Crowdfunding.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Michigan law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Michigan. The Company will operate until terminated as outlined in this Agreement unless:

1. The Manager dissolves the Company because the company goes bankrupt;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Michigan law;
3. It becomes unlawful for either the Member or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Michigan law.

III. Member.

A. The Member. The sole member of VINCHI LLC at the time of adoption of this Agreement is Joseph Mohny (the "Member").

B. Initial Contribution. The Member shall make an Initial Contribution to the Company. The Initial Contributions shall be as described in Attachment A, Initial Contributions of the Member.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

C. Limited Liability of the Member. Except as otherwise provided for in this Agreement or otherwise required by Michigan law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Member shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.

D. Creation or Substitution of New Members. New Members will be assigned following a Crowdfunding campaign with the Funding Portal Amplify Funding LLC. Upon successful close of capital, Members would join the Company on a pro rata investment basis.

1. *Entire transfer*. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer*. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

E. Member Voting.

1. Members from the Crowdfunding campaign will not have voting rights. They are entitled to a pro rata share of digital royalty revenue created from the Intellectual Property (IP) assigned to the Company in Attachment A.

F. Member's Duty to File Notices. The Member shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Michigan, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with the section titled "Notices" below. The Member may delegate this responsibility to a Manager at the Members' sole discretion.

G. Fiduciary Duties of the Members. The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager of the Company, in which instance they shall owe only the fiduciary duties of a Manager. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Distributions. Distributions shall be issued on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

A. Tax Designation. The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Member may elect for the Company to be treated as a C-Corporation or a S-Corporation at any time.

VI. Dissolution.

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members, one or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for under this Agreement and (ii) the Company's registration with the state of Michigan shall have been canceled in the manner required by Michigan law.

E. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the

Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.

G. Notice to Michigan Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Michigan and any other appropriate state or federal authorities or agencies as may be required by law.

VII. Exculpation and Indemnification.

A. No Member, Manager, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article IX shall survive any termination of this Agreement.

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article IX or under applicable law.

IX. General Provisions.

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of

the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

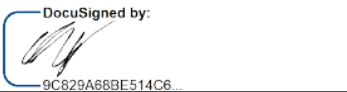
F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Michigan (without regard to conflicts of law principles thereof).

G. Application of Michigan Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Michigan law.

H. Amendment. This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Michigan law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of September 03, 2020.

By:  DocuSigned by:
9C829A68DE514C6...

Name: Joseph Mohnhey
Title: Managing Member

ATTACHMENT A
Initial Contributions of the Member

The Initial Contributions of the Member of VINCHI LLC are as follows:

Joseph Mohny

Contribution: 20% of the digital sound recording rights of the next 10 songs (including the project VINCHI EP) and the existing songs Bury Me, Forever, Money Mouth, 2095, Fly Away, and Lonely Road. The term will begin upon a successful close of at minimum \$5000 of capital through the crowdfunding campaign.

Exhibit D – Certificate of Good Standing
VINCHI LLC



This is to Certify That
VINCHI LLC

was validly authorized on September 3, 2020, as a Michigan DOMESTIC LIMITED LIABILITY COMPANY,
and said limited liability company is validly in existence under the laws of this state and has satisfied its
annual filing obligations.

*This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is
in good standing in Michigan as of this date.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



Sent by electronic transmission

Certificate Number: 20093389170

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 11th day of September, 2020.*

A handwritten signature in cursive script, reading 'Linda Clegg'.

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

Exhibit E – Financial Information
VINCHI LLC

VINCHI LLC
Income Statement
October 31, 2020
(Unaudited)

Income	\$0.00
Total Income	\$0.00
Expenses	\$0.00
Total Expenses	\$0.00
Net Income	<u>\$0.00</u>

VINCHI LLC
Balance Sheet
As of October 31, 2020
(Unaudited)

ASSETS	
Current Assets	\$0.00
Fixed Assets	\$0.00
Other Assets	\$0.00
TOTAL ASSETS	<u>\$0.00</u>
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	\$0.00
Long-term Liabilities	\$0.00
Total Liabilities	\$0.00
Equity	
Opening Balance	\$0.00
Capital Contributions	\$0.00
Net Income	\$0.00
Total Equity	\$0.00
TOTAL LIABILITIES AND EQUITY	<u>\$0.00</u>

VINCHI LLC
Statement of Cash Flows
October 31, 2020
(Unaudited)

OPERATING ACTIVITIES	
Net Income	\$0.00
Adj. to reconcile to Net Cash	\$0.00
Net Cash provided by operating activities	\$0.00
INVESTING ACTIVITIES	
Net Cash provided by investing activities	\$0.00
FINANCING ACTIVITIES	
Net Cash provided by financing activities	\$0.00
NET CASH FOR PERIOD	\$0.00
CASH AT BEGINNING OF PERIOD	\$0.00
CASH AT END OF PERIOD	\$0.00

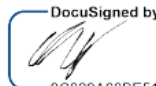
Note 1 - General

VINCHI LLC (the "Company") was incorporated on September 3, 2020 in the state of Michigan. The Company plans to engage in the distribution and promotion of musical content for recording artist Jay Vinchi.

As of this reporting date, the company has not engaged in any business activity and will not engage until the close of offering.

I, Joseph Mohney, certify that:

- (1) the financial statements of VINCHI LLC included in this Form are true and complete in all material respects; and
- (2) this is a newly formed company, no tax returns have been filed.

DocuSigned by:

9C829A68BE514C6

Owner, Managing Member

Exhibit F – Offering Page VINCHI LLC

amplify

Home About FAQ Invest Account Sign Out

EDIT OFFERINGMANAGENEW UPDATE

Thank you! The investment setup process is now complete! You may submit your investment for approval, or, to make further changes to your investment before submission, click the edit button below. Be sure to only submit for this project review when this is final, you will not be able to change anything after it is approved without contacting support.

SUBMIT FOR ADMIN REVIEWEDIT PROJECT

Artists

Jay Vinchi

0 FundedMin. Raise: \$5,000Max. Raise: \$10,000

PendingTime Left: Pending

Project OwnerVINCHI LLC

SharefG+in

VIEW WEBSITEASK A QUESTION

VIDEO & PHOTOS

OFFERING OVERVIEW

USE OF PROCEEDS

TEAM

KPIs

KEY CUSTOMERS & PARTNERS

PRESS MENTIONS

DOCUMENTS

OWNERSHIP STRUCTURE

RISKS & DISCLOSURES

COMMENTS

CONNECT

Jay Vinchi - "Bury Me" & "Pillowcase" (Studio Performance)

Watch laterShare

Gallery

VIDEO & PHOTOS

OFFERING OVERVIEW

USE OF PROCEEDS

TEAM

KPIs

KEY CUSTOMERS & PARTNERS

PRESS MENTIONS

DOCUMENTS

OWNERSHIP STRUCTURE

RISKS & DISCLOSURES

COMMENTS

CONNECT



About

Recording artist Jay Vinchi is raising capital to promote and support his upcoming EP "VINCHI EP", in partnership with multi-platinum songwriter Gino Borri and THE MORGUE.

Deal Summary

Issuer	VINCHI LLC
Type of Investment	Membership Interest
Royalty Rate	10% - 20% (depending on raise amount)
Royalty Defined	Streaming and Digital Download Revenue of Catalog
Catalog Defined	Future Songs: Next 10 songs, including the upcoming VINCHI EP Current Songs: "Bury Me", "Forever", "Money Mouth", "2095", "Fly Away", and "Lonely Road."
Minimum Raise	\$5,000
Maximum Raise	\$10,000
Minimum Investment	\$25
Term	Perpetuity
Liquidation Preference	The greater of: 3X Rolling 12 Month Revenue or: 3X Initial Investment Price

Overview

Hailing from Detroit, Michigan, Hip-Hop artist Jay Vinchi is raising capital to promote and support upcoming project. The deal includes his upcoming 10 songs and 6 of his current 2020 songs "Bury Me", "Forever", "Money Mouth", "2095", "Fly Away", and "Lonely Road." Investors will own a percentage of the gross digital sales and streaming recording revenue the content generates in perpetuity. The future content includes Jay Vinchi's upcoming VINCHI EP, a project in collaboration with multi-platinum songwriter Gino Borri and THE MORGUE (Joshua Collins & Ryan Gladieux).

VIDEO & PHOTOS

OFFERING OVERVIEW

USE OF PROCEEDS

TEAM

KPIs

KEY CUSTOMERS & PARTNERS

PRESS MENTIONS

DOCUMENTS

OWNERSHIP STRUCTURE

RISKS & DISCLOSURES

COMMENTS

CONNECT

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Overview

VIDEO & PHOTOS

OFFERING OVERVIEW

USE OF PROCEEDS

TEAM

KPIs

KEY CUSTOMERS & PARTNERS

PRESS MENTIONS

DOCUMENTS

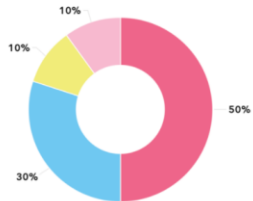
OWNERSHIP STRUCTURE

RISKS & DISCLOSURES

COMMENTS

CONNECT

Use of Proceeds



Marketing & Promotion Producer Fees Raise Fees Content Production

VIDEO & PHOTOS

OFFERING OVERVIEW

USE OF PROCEEDS

TEAM

KPIs

KEY CUSTOMERS & PARTNERS

PRESS MENTIONS

DOCUMENTS

OWNERSHIP STRUCTURE

RISKS & DISCLOSURES

COMMENTS

CONNECT

Meet the Jay Vinchi team



Managing Member
Jay Vinchi (Joseph Mahney)

During the late 2010s, Jay Vinchi - a recording artist, songwriter, visual artist, and producer - emerged from Detroit with several independent releases. A diverse spectrum of styles and personas showcases a unique artistry, melding a personality and energy that feels organic. His sound contains influence from Rock, Hip-Hop, Pop, and Soul.



Strategic Advisor
Adam Small

Adam is a music industry executive and has spent his career developing artists' careers. Adam started his career with Universal Music Group and later became a Partner and Head of A&R at Artistry Records. Adam now serves as Co-President of A&R at Artistry Records and is also the Founder of ADS Music Partner.

VIDEO & PHOTOS

OFFERING OVERVIEW

USE OF PROCEEDS

TEAM

KPIs

KEY CUSTOMERS & PARTNERS

PRESS MENTIONS

DOCUMENTS

OWNERSHIP STRUCTURE

RISKS & DISCLOSURES

COMMENTS

CONNECT

Ownership Structure & Rights of Securities

The Company is offering securities in the form of LLC membership interest into the Company. Issuer is offering 100% of the LLC membership interest, whereby the Company will be entitled to 20% of the Streaming & Digital Download Revenue of the Catalog. Jay Vinchi is currently the sole shareholder of VINCHI LLC.

The Company agrees to sell to investor a membership interest for \$1/share, with a minimum investment of 25 shares, or \$25. We will refer to this interest as the "Membership Interest." The ownership percentage assigned to your Membership Interest in the Company will be determined as a function of the amount you invest. Your interest will entitle you to a specific percentage of Digital Streaming Revenues generated by Jay Vinchi's music identified in the Form C as the Catalog.

Investors will not have the right to vote or otherwise participate in the management of the Company. Instead, the Manager will control all aspects of the Company's business. For all practical purposes you will be a passive Investor.

Risks & Disclosures

Investments in startups are speculative and these companies often fail. Unlike an investment in a mature business where there is a track record of revenue and income, the success of a startup often relies on the development of a new product or service that may or may not find a market. You should carefully consider the risks associated with this type of investment, security, and business before making any investment decision. 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. Please refer to Form C for additional risks and disclosures related to the offering.

OFFERING OVERVIEW

USE OF PROCEEDS

TEAM

KPIs

KEY CUSTOMERS & PARTNERS

PRESS MENTIONS

DOCUMENTS

OWNERSHIP STRUCTURE

RISKS & DISCLOSURES

COMMENTS


CONNECT

There are currently no comments on this project. Be the first!


Type comment

Get Connected
Follow Us


Get connected with us on social networks!




Facebook
Be Our Friend



Twitter
Follow Us







Youtube
Watch Our Videos



Instagram
See Our Pictures

Educational Materials

Questions? Contact us at
Questions@AmplifyXfunding.com
   

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Investments in private companies are particularly risky. Should and you should only consider investing if you can afford to lose your entire investment. Additionally, these investments are subject to risks associated with the industries in which they operate, which are disclosed in the respective Company's offering documents.

We do not provide investment advice, make investment recommendations or endorse, warrant or guarantee any offering on this Site. Potential investors must make their own independent investment decisions and are strongly encouraged to consult with their independent legal, tax and financial advisors before investing. Past performance of a security, company or artist does not guarantee future results or returns.

Exhibit G – Industry Metrics VINCHI LLC

Jay Vinchi Streaming and Social Media Metrics

1-Year Growth, As of 11/02/2020

Spotify Popularity Index: (30/100)

Spotify Monthly Listeners
22,572

Spotify Playlist Total Reach
205,452

Listeners to Followers Ratio
15.74

Playlist Reach to Followers Ratio
143.27

Where people listen

Los Angeles: 1946 listeners

Dallas: 796 listeners

Chicago: 481 listeners












San Jose: 417 listeners

Miami: 391 listeners



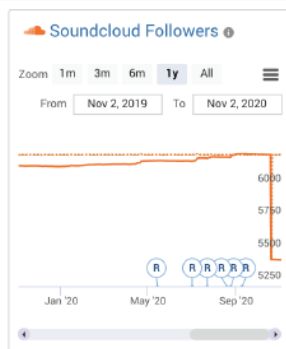
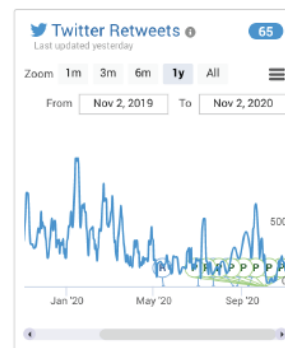
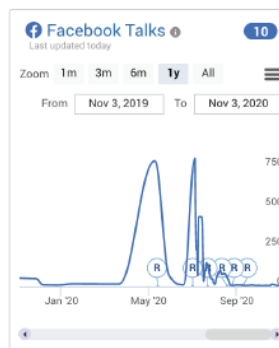
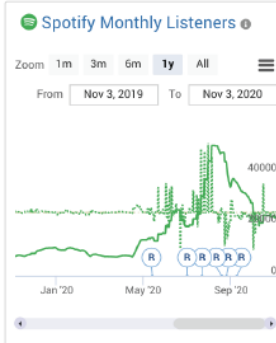
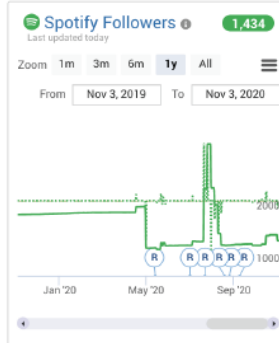
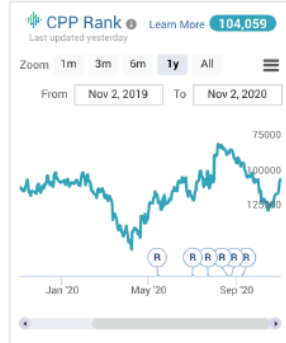
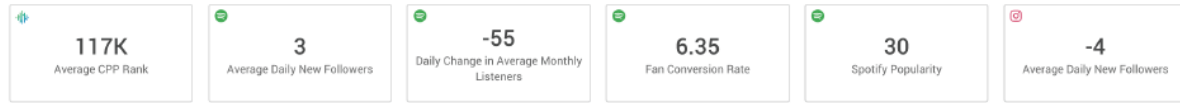
During the late 2010s, Jay Vinchi - a recording artist, songwriter, visual artist, and producer - emerged from Detroit with several independent releases. A diverse spectrum of styles and personas showcases a unique artistry, molding a personality and energy that feels organic. His sound contains influence from Rock, Hip-Hop, Pop, and Soul.

Genres

 Spotify Followers 1,434 total +489 (+35.43%)	 Spotify Monthly Listeners 22,572 total 15,086 (201.52%)
 Facebook Likes 16,799 total 93 (0.56%)	 Facebook Talks 10 total 39 (+79.59%)
 Instagram Followers 31,596 total -2,459 (-7.22%)	 Twitter Followers 94,075 total -2,140 (-2.22%)
 Youtube Channel Subscribers 2,430 total 230 (7.19%)	 Youtube Channel Views 286,338 total 8,106 (2.89%)
 Soundcloud Followers 5,412 total -724 (-11.80%)	 Twitter Retweets 37 total -49 (-56.50%)
 CPP Rank 104,059 4,437 (4.45%)	

Fan Metrics

*Averages are calculated over the last 28-days of available data.



31,596

FOLLOWERS

1,812

AVG LIKES / POST

27

AVG COMMENTS / POST

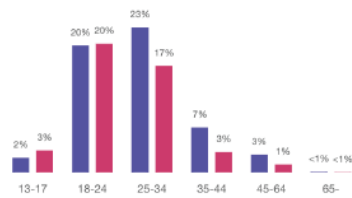
5.82%

ENGAGEMENT RATE

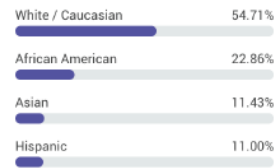
Instagram Audience Analysis by Followers

Followers Likes

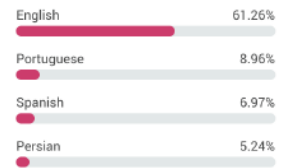
Audience Gender / Age

Male 55.00%
Female 45.00%

Audience Ethnicity



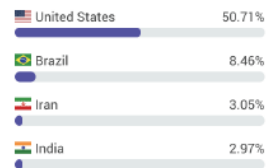
Audience Languages

[View More](#)

Instagram Fan Location



Top Countries

[View More](#)

Top Cities

[View More](#)

**Exhibit H - Investment Agreement
VINCHI LLC**

INVESTMENT AGREEMENT

This is an Agreement, entered into on <Insert Date> by and between VINCHI LLC, a limited liability company (the "Company") and you ("Investor").

Relevant Background Information

Investor desires to purchase a membership interest in the Company offered through www.amplifyx.com ("Crowd-funding platform").

NOW, THEREFORE, acknowledging the receipt of adequate consideration [the payment by the Investor in exchange for the membership interest in the Company] and intending to be legally bound, the parties hereby agree as follows:

1.0 Defined Terms: Capitalized terms that are not defined herein shall have the meanings given to them by the Company in the Company's Form C and/or the Form C attachments (hereinafter, collectively the "Form C"). The Form C may be obtained by visiting the Crowd-funding platform and clicking on the "Form C" link in the deal room. We sometimes refer to the Company using terms like "we" or "us," and to Investor using terms like "you" or "your."

2.0 Purchase of Membership Interest

2.1. Subject to the terms and conditions set forth herein, the Company hereby agrees to sell to Investor, and Investor hereby agrees to purchase from Company, a membership interest for \$1/share, with a minimum investment of 25 shares, or \$25. We will refer to this interest as the "Membership Interest." The ownership percentage assigned to your Membership Interest in the Company will be determined as a function of the amount you invest. Your interest will entitle you to a specific percentage of Digital Streaming Revenues generated by Jay Vinchi's music identified in the Form C as the Catalog.

2.2 Limitations on Membership Interests: The Membership interests that you would acquire as an Investor will be limited to the right to receive the percentage of digital streaming commensurate with your investments. There will be no voting rights.

3.0 Our Right to Reject Investment. We have the right to reject your subscription for any reason or for no reason, in our sole discretion. If we reject your subscription, any money you have given us will be returned to you.

4.0 No Certificate. You will not receive a paper certificate representing your investment, i.e. your Membership Interest.

5.0 Representations of Investor: You promise that:

- 5.1. **Accuracy of Information.** All of the information you provide is accurate. We are relying on you to provide accurate information. If any of the information you have provided changes prior to our acceptance of your investment, you promise to promptly notify us. If any of the information you have given to us is inaccurate and we are damaged as a result, you will indemnify us, meaning you will be responsible for any damages we sustain.
- 5.2. **Review of Information.** You have read all of the information in the Form C. Without limiting that statement, you have reviewed the Operating Agreement of the Company and understand its terms, including those dealing with potential distributions of revenue generated by the distribution of the Catalog.
- 5.3. **Risks.** You understand all of the risks of investing, including the risk that you could lose your entire investment. Without limiting that statement, you have reviewed and understand all of the risks described in the Form C and the attachments.
- 5.4. **No Representations.** Nobody has made any promises or representations to you, except for the information in Form C. Nobody has guaranteed any specific outcome of your investment.
- 5.5. **Opportunity to Ask Questions.** You have had the opportunity to ask questions about the Company and the investment. All of your questions have been answered to your satisfaction.
- 5.6. **Your Legal Power to Sign and Invest.** You have the legal power to sign this Investment Agreement and purchase the Membership Interest. Your investment will not violate any contract you have entered into with someone else.
- 5.7. **Acting on Your Own Behalf.** You are acting on your own behalf in purchasing the Membership Interest, not on behalf of anyone else or any undisclosed entity.
- 5.8. **Investment Purpose.** You are purchasing the Membership Interest solely as an investment, not with an intent to re-sell or “distribute” any part of it.
- 5.9. **Knowledge.** You have enough knowledge, skill, and experience in business, financial, and investment matters to evaluate the merits and risks of the investment.
- 5.10. **Financial Wherewithal.** You can afford this investment, even if you lose the entire investment.
- 5.11. **No Government Approval.** You understand that no federal, state or local authority has reviewed this Investment Agreement and/or the terms set forth herein or made any finding relating to the value or fairness of the investment.
- 5.12. **Restrictions on Transfer.** You understand that the Membership Interest may not be transferrable, and that securities laws also limit transfer of securities in certain situations over a specific period of time. It is possible that you will be required to hold the LLC Interest indefinitely.

- 5.13. **No Advice.** We have not provided you with any investment, financial, or tax advice. Instead, we have advised you to consult with your own legal and financial advisors and tax experts.
- 5.14. **Tax Treatment.** We have not promised you any particular tax outcome as a result of your investment. You should contact your accountant if you have questions regarding the tax treatment of your investment and/or any revenues you receive as a result of the investment.
- 5.15. **Past Performance.** You understand that even if the Artist associated with this investment has been successful in the past, this is no guaranty that your investment will be successful.
- 5.16. **Money Laundering.** The money you are investing is not being invested as part of a money-laundering scheme or any other illegal activity. You will provide us with additional information relating to the source of the funds if we reasonably believe we are required to request such information.
- 5.17. **Additional Documents.** You will execute any additional documents that we determine are necessary to complete the investment.
- 5.18. **Authority.** If the Investor is an entity (for example, a partnership or corporation), then the individual signing this Investment Agreement has the legal authority to do so.
- 5.19. **Investment Fees.** You will pay the \$5 Amplify service fee. This fee is to subsidize the cost for AML, KYC, escrow services, payment processing, and other fees associated with use of the platform.

6.0 Confidentiality. The information on the Site, including the information in the Form C is confidential. You will not reveal such information to anyone or use such information for your own benefit, except to purchase the Membership Interest.

7.0 Liquidity Preference. In the event of an issuer buyback or liquidation event, the Issuer or acquiring party has the right to purchase the shares from the investors at the greater of 3 times the initial purchase price or 3 times the trailing 12-month pro rata revenue.

8.0 Governing Law. Your relationship with us shall be governed by Michigan law, without taking into account principles of conflicts of law.

9.0 Limitations/Indemnity

- 9.1 **Limitation of Liability.** WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF YOU TELL US YOU MIGHT INCUR THOSE DAMAGES. This means that at most, you can sue us for the amount of your investment. You cannot sue us for anything else.

- 9.2 **Limitation on Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE MONETARY LIABILITY FOR ANY CLAIM OR CLAIMS (REGARDLESS OF THE FORM OF ACTION) RELATING TO THIS AGREEMENT, WHETHER PRIOR OR SUBSEQUENT TO ITS TERMINATION, SHALL EXCEED THE TOTAL AMOUNT INVESTED.
- 9.3 **Indemnification by Issuer.** Issuer shall indemnify and hold Amplify harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with (i) a breach of this Agreement by Issuer; (ii) the operation of Issuer's business; or (iii) the offering or sale of securities by Issuer. Issuer shall promptly notify Amplify of any actual or threatened claim by an investor relating to the Offering.
- 9.5 **No Class Action Claims.** NO LITIGATION 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 action unless those persons are parties to a single transaction.

10.0 Consent to Electronic Delivery. You agree that we may deliver all notices, tax reports and other documents and information to you by email or another electronic delivery method we choose. You agree to tell us right away if you change your email address or home mailing address so we can send information to the new address.

11.0 Notices. All notices between us will be electronic. We will contact you by email at the email address you used to register at the Site. Either of us may change our email address by notifying the other (by email). Any notice will be considered to have been received on the day it was sent by email, unless the recipient can demonstrate that a problem occurred with delivery. You should designate our email address as a "safe sender" so our emails do not get trapped in your spam filter.

12.0 Miscellaneous Provisions.

- 12.1. **No Other Agreements.** This Investment Agreement and the documents it refers to are the only agreements between us.
- 12.2. **Electronic Signature.** You will sign this Investment Agreement electronically, rather than physically.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE FOR AN INVESTOR WHO IS AN INDIVIDUAL

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective on the date first written above.

By:

Investor Signature

ACCEPTED

ISSUER

By:

It's Manager: