

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:***

Overland Bound Inc

***Legal status of Issuer:***

***Form:***

Corporation

***Jurisdiction of Incorporation/Organization:***

Delaware

***Date of Organization:***

August 23, 2018

***Physical Address of Issuer:***

482 Lindbergh Avenue, Livermore, CA 94551

***Website of Issuer:***

www.overlandbound.com

***Is there a co-issuer?*** \_\_\_\_ yes \_X\_ no.

***Name of Intermediary through which the Offering will be Conducted:***

OpenDeal Portal LLC dba Republic

***CIK Number of Intermediary:***

0001751525

***SEC File Number of Intermediary:***

007-00167

***CRD Number of Intermediary:***

283874

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

Prime Trust, LLC

***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 a fee of six percent (6%) of the amount raised in the offering to the Intermediary.

***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 also receive compensation in the form of securities equal to two percent (2%) of the total number of the securities sold in the offering.

***Type of Security Offered:***

Crowd SAFE (Simple Agreement for Future Equity)

***Target Number of Securities to be Offered:***

25,000

***Price (or Method for Determining Price):***

\$1.00

***Target Offering Amount:***

\$25,000

***Oversubscriptions Accepted:***

- ☒ Yes  
☐ No

***Oversubscriptions will be Allocated:***

- ☐ Pro-rata basis  
☐ First-come, first-served basis  
☒ Other: At the Intermediary's discretion

***Maximum offering amount (if different from Target Offering Amount):***

\$1,070,000

***Deadline to reach the Target Offering Amount:***

April 15, 2022

**If the sum of the investment commitments does not equal or exceed the target offering amount at the deadline to reach the target offering amount, 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 (2020)</b>	<b>Prior fiscal year-end (2019)</b>
<b>Total Assets</b>	\$1,030,895	\$16,582
<b>Cash &amp; Cash Equivalents</b>	\$25,566	\$15,748
<b>Accounts Receivable</b>	\$1,052	\$0
<b>Short-term Debt</b>	\$104,300	\$87,433
<b>Long-term Debt</b>	\$0	\$0
<b>Revenues/Sales</b>	\$856,265	\$491,991
<b>Cost of Goods Sold</b>	\$420,503	\$246,656
<b>Taxes Paid</b>	\$0	\$0
<b>Net Income</b>	\$(100,791)	\$(172,447)

***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

October 14, 2021

Overland Bound Inc



Up to \$1,070,000 of Crowd SAFE (Simple Agreement for Future Equity)

Overland Bound Inc (“**Overland Bound**”, the “**Company**,” “**we**,” “**us**”, or “**our**”), is offering a minimum amount of \$25,000 (the “**Target Offering Amount**”) and up to a maximum amount of \$1,070,000 (the “**Maximum Offering Amount**”) of Crowd SAFE (Simple Agreement for Future Equity) (the “**Securities**”) on a best efforts basis as described in this Form C (this “**Offering**”). We must raise an amount equal to or greater than the Target Offering Amount by April 15, 2022 (the “**Offering Deadline**”). Unless we raise at least the Target Offering Amount by the Offering Deadline, no Securities will be sold in this Offering, all investment commitments will be cancelled, and all committed funds will be returned.

Potential purchasers of the Securities are referred to herein as “**Investors**” or “**you**”. The rights and obligations of Investors with respect to the Securities are set forth below in the section titled “*The Offering and the Securities—The Securities*”. In order to purchase the Securities, you must complete the purchase process through our intermediary, OpenDeal Portal LLC dba Republic (the “**Intermediary**”). All committed funds will be held in escrow with Prime Trust, LLC (the “**Escrow Agent**”) until the Target Offering Amount has been met or exceeded and one or more closings occur. Investors may cancel an investment commitment until up to 48 hours prior to the Offering Deadline, or such earlier time as the Company designates pursuant to Regulation CF, using the cancellation mechanism provided by the Intermediary.

Investment commitments may be accepted or rejected by us, in our sole and absolute discretion. We have the right to cancel or rescind our offer to sell the Securities at any time and for any reason. The Intermediary has the ability to reject any investment commitment and may cancel or rescind our offer to sell the Securities at any time for any reason.

	Price to Investors	Service Fees and Commissions (1)(2)	Net Proceeds
Minimum Individual Purchase Amount (3)	\$100	\$6.00	\$94.00
Maximum Individual Purchase Amount (3)(4)	\$1,070,000	\$64,200	\$1,005,800
Target Offering Amount	\$25,000	\$1,500	\$23,500
Maximum Offering Amount	\$1,070,000	\$64,200	\$1,005,800

- (1) This excludes fees to Company’s advisors, such as attorneys and accountants.
- (2) In addition to the six percent (6%) fee shown here, the Intermediary will also receive a securities commission equal to two percent (2%) of the Securities sold in this Offering.
- (3) The Company reserves the right to amend the Minimum Individual Purchase Amount and Maximum Individual Purchase Amount, in its sole discretion. In particular, the Company may elect to

- participate in one of the Intermediary's special investment programs and may offer alternative Minimum Individual Purchase Amounts and Maximum Individual Purchase Amounts to Investors participating in such programs without notice.
- (4) Subject to any other investment amount limitations applicable to the Investor under Regulation CF.

**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 Company 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 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.**

THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK THAT MAY NOT BE APPROPRIATE FOR ALL INVESTORS. THERE ARE ALSO SIGNIFICANT UNCERTAINTIES ASSOCIATED WITH AN INVESTMENT IN OUR COMPANY AND THE SECURITIES. THE SECURITIES OFFERED HEREBY ARE NOT PUBLICLY TRADED. THERE IS NO PUBLIC MARKET FOR THE SECURITIES AND ONE MAY NEVER DEVELOP. AN INVESTMENT IN OUR 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 TITLED “*RISK FACTORS*” BEGINNING ON PAGE [2](#).

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

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

THIS OFFERING IS ONLY EXEMPT FROM REGISTRATION UNDER THE LAWS OF THE UNITED STATES AND ITS TERRITORIES. NO OFFER IS BEING MADE IN ANY JURISDICTION NOT LISTED ABOVE. PROSPECTIVE INVESTORS ARE SOLELY RESPONSIBLE FOR DETERMINING THE PERMISSIBILITY OF THEIR PARTICIPATING IN THIS OFFERING, INCLUDING OBSERVING ANY OTHER REQUIRED LEGAL FORMALITIES AND SEEKING CONSENT FROM THEIR LOCAL REGULATOR, IF NECESSARY. THE INTERMEDIARY FACILITATING THIS OFFERING IS LICENSED AND REGISTERED SOLELY IN THE UNITED STATES AND HAS NOT SECURED, AND HAS NOT SOUGHT TO SECURE, A LICENSE OR WAIVER OF THE NEED FOR SUCH LICENSE IN ANY OTHER JURISDICTION. THE COMPANY, THE ESCROW AGENT AND THE INTERMEDIARY, EACH RESERVE THE RIGHT TO REJECT ANY INVESTMENT COMMITMENT MADE BY ANY PROSPECTIVE INVESTOR, WHETHER FOREIGN OR DOMESTIC.

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

IF YOU LIVE OUTSIDE THE UNITED STATES, IT IS YOUR RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED

GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. WE RESERVE THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN INVESTOR.

### **NOTICE REGARDING THE ESCROW AGENT**

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

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 (the “**Exchange Act**”) (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 (the “**Investment Company Act**”) (15 U.S.C. 80a-3), or excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company 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 of 1933 (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 SEC and provided to investors, to the extent required, any ongoing annual reports required by law during the two years immediately preceding the filing of this Form C; and
- (6) Has a specific business plan, which is not to engage in a merger or acquisition with an unidentified company or companies.

### **Bad Actor Disclosure**

The Company is not subject to any bad actor disqualifications under any relevant U.S. securities laws.

### **Ongoing Reporting**

Following the first sale of the Securities, 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.overlandbound.com](http://www.overlandbound.com).

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

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

Neither the Company nor any of its predecessors (if any) previously failed to comply with the ongoing reporting requirement of Regulation CF.

**Updates**

Updates on the status of this Offering may be found at: <https://www.republic.co/overland-bound>

The date of this Form C is October 14, 2021.

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## ABOUT THIS FORM C

You should rely only on the information contained in this Form C. We have not authorized anyone to provide any information or make any representations other than those contained in this Form C, and no source other than the Intermediary has been authorized to host this Form C and the Offering. If anyone provides you with different or inconsistent information, you should not rely on it. We are not offering to sell, nor seeking offers to buy, the Securities in any jurisdiction where such offers and sales are not permitted. The information contained in this Form C and any documents incorporated by reference herein is accurate only as of the date of those respective documents, regardless of the time of delivery of this Form C or the time of issuance or sale of any Securities.

Statements contained herein as to the content of any agreements or other documents are summaries and, therefore, are necessarily selective and incomplete and are qualified in their entirety by the actual agreements or other documents. Prior to the consummation of the purchase and sale of the Securities, 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.

In making an investment decision, you must rely on your own examination of the Company and the terms of the Offering, including the merits and risks involved. The statements of the Company contained herein are based on information believed to be reliable; however, 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. For example, our business, financial condition, results of operations, and prospects may have changed since the date of this Form C. The Company does not expect to update or otherwise revise this Form C or any other materials supplied herewith.

This Form C is submitted in connection with the Offering described herein and may not be reproduced or used for any other purpose.

## CAUTIONARY NOTE CONCERNING FORWARD-LOOKING STATEMENTS

This Form C and any documents incorporated by reference herein contain forward-looking statements and are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this Form C are forward-looking statements. Forward-looking statements give our current reasonable expectations and projections regarding our financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate,” “estimate,” “expect,” “project,” “plan,” “intend,” “believe,” “may,” “should,” “can have,” “likely” and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.

The forward-looking statements contained in this Form C and any documents incorporated by reference herein are based on reasonable assumptions we have made in light of our industry experience, perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. As you read and consider this Form C, you should understand that these statements are not guarantees of performance or results. Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual operating and financial performance and cause our 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, our actual operating and financial performance may vary in material respects from the performance projected in these forward-looking statements.

Investors are cautioned not to place undue reliance on these forward-looking statements. Any forward-looking statements made in this Form C or any documents incorporated by reference herein is accurate only as of the date of those respective documents. Except as required by law, we undertake no obligation to publicly update any forward-looking statements for any reason after the date of this Form C or to conform these statements to actual results or to changes in our expectations.

## SUMMARY

*The following summary highlights information contained elsewhere or incorporated by reference in this Form C. This summary may not contain all of the information that may be important to you. You should read this entire Form C carefully, including the matters discussed under the section titled “Risk Factors.”*

### The Company

Overland Bound Inc provides a software as a service (SaaS) social network for adventure travelers, incorporated in Delaware as a corporation on August 23, 2018.

The Company is located at 482 Lindbergh Avenue, Livermore, CA 94551.

The Company’s website is [www.overlandbound.com](http://www.overlandbound.com).

The Company conducts business in California and sells products and services through the internet throughout the United States and internationally.

A description of our products, services and business plan can be found on the Company’s profile page on the Intermediary’s website under <https://republic.co/overland-bound> and is attached as Exhibit B to this Form C.

### The Offering

<b>Minimum Amount of the Securities Offered</b>	25,000
<b>Total Amount of the Securities Outstanding after Offering (if Target Offering Amount met)</b>	25,000*
<b>Maximum Amount of the Securities Offered</b>	1,070,000
<b>Total Amount of the Securities Outstanding after Offering (if Maximum Offering Amount met)</b>	1,070,000*
<b>Price Per Security</b>	\$1.00
<b>Minimum Individual Purchase Amount</b>	\$100 <sup>+</sup>
<b>Maximum Individual Purchase Amount</b>	\$1,070,000 <sup>+</sup>
<b>Offering Deadline</b>	April 15, 2022
<b>Use of Proceeds</b>	See the description of the use of proceeds on page 13 hereof.
<b>Voting Rights</b>	See the description of the voting rights on page 25.

\*The total number of the Securities outstanding after the Offering is subject to increase in an amount equal to the Intermediary’s fee of two percent (2%) of the Securities issued in this Offering.

<sup>+</sup> The Company reserves the right to amend the Minimum Individual Purchase Amount and Maximum Individual Purchase Amount, in its sole discretion. In particular, the Company may elect to participate in one of the Intermediary’s special investment programs and may offer alternative Minimum Individual Purchase Amounts and Maximum Individual Purchase Amounts to Investors participating in such programs without notice.

## **RISK FACTORS**

*Investing in the Securities involves a high degree of risk and may result in the loss of your entire investment. Before making an investment decision with respect to the Securities, we urge you to carefully consider the risks described in this section and other factors set forth in this Form C. In addition to the risks specified below, the Company is subject to same risks that all companies in its business, and all companies in the economy, are exposed to. These include risks relating to economic downturns, political and economic events and technological developments (such as hacking and the ability to prevent hacking). Additionally, early-stage companies are inherently riskier than more developed companies. Prospective Investors should consult with their 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.*

### **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.*

The Company is still in an early phase and we are just beginning to implement our business plan. There can be no assurance that we will ever operate profitably. The likelihood of our success should be considered in light of the problems, expenses, difficulties, complications and delays usually encountered by early stage companies. The Company may not be successful in attaining the objectives necessary for it to overcome these risks and uncertainties.

*Global crises such as COVID-19 can have a significant effect on our business operations and revenue projections.*

With shelter-in-place orders and non-essential business closings potentially happening throughout 2020, 2021 and into the future due to COVID-19, the Company's revenue has been adversely affected. In addition, a significant outbreak of other contagious diseases such as COVID-19 in the human population could result in a widespread health crisis that could adversely affect the economies and financial markets of many countries, resulting in an economic downturn that could reduce the demand for our products and impair our business prospects including as a result of being unable to raise additional capital on acceptable terms to us, if at all.

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

In order to achieve the Company's near and long-term goals, the Company may 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 may 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 their investment.

*We may face potential difficulties in obtaining capital.*

We may have difficulty raising needed capital in the future as a result of, among other factors, our lack of revenues from sales, as well as the inherent business risks associated with our Company and present and future market conditions. Our business currently does not generate a profit and future sources of revenue may not be sufficient to meet our future capital requirements. We will require additional funds to execute our business strategy and conduct our operations. If adequate funds are unavailable, we may be required to delay, reduce the scope of or eliminate one or more of our research, development or commercialization programs, product launches or marketing efforts, any of which may materially harm our business, financial condition and results of operations.

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

As an early-stage company, we may implement new lines of business at any time. There are substantial risks and uncertainties associated with these efforts, particularly in instances where the markets are not fully developed. In developing and marketing new lines of business and/or new products and services, we may invest significant time and resources. Initial timetables for the introduction and development of new lines of business and/or new products or services may not be achieved, and price and profitability targets may not prove feasible. We may not be successful in

introducing new products and services in response to industry trends or developments in technology, or those new products may not achieve market acceptance. As a result, we could lose business, be forced to price products and services on less advantageous terms to retain or attract clients or be subject to cost increases. As a result, our business, financial condition or results of operations may be adversely affected.

***We rely on other companies to provide components and services for our products.***

We depend on suppliers and contractors to meet our contractual obligations to our customers and conduct our operations. Our ability to meet our obligations to our customers may be adversely affected if suppliers or contractors do not provide the agreed-upon supplies or perform the agreed-upon services in compliance with customer requirements and in a timely and cost-effective manner. Likewise, the quality of our products may be adversely impacted if companies to whom we delegate manufacture of major components or subsystems for our products, or from whom we acquire such items, do not provide components which meet required specifications and perform to our and our customers' expectations. Our suppliers may be unable to quickly recover from natural disasters and other events beyond their control and may be subject to additional risks such as financial problems that limit their ability to conduct their operations. The risk of these adverse effects may be greater in circumstances where we rely on only one or two contractors or suppliers for a particular component. Our products may utilize custom components available from only one source. Continued availability of those components at acceptable prices, or at all, may be affected for any number of reasons, including if those suppliers decide to concentrate on the production of common components instead of components customized to meet our requirements. The supply of components for a new or existing product could be delayed or constrained, or a key manufacturing vendor could delay shipments of completed products to us adversely affecting our business and results of operations.

***We rely on various intellectual property rights, including trademarks, in order to operate our business.***

The Company relies on certain intellectual property rights to operate its business. The Company's intellectual property rights may not be sufficiently broad or otherwise may not provide us a significant competitive advantage. In addition, the steps that we have taken to maintain and protect our intellectual property may not prevent it from being challenged, invalidated, circumvented or designed-around, particularly in countries where intellectual property rights are not highly developed or protected. In some circumstances, enforcement may not be available to us because an infringer has a dominant intellectual property position or for other business reasons, or countries may require compulsory licensing of our intellectual property. Our failure to obtain or maintain intellectual property rights that convey competitive advantage, adequately protect our intellectual property or detect or prevent circumvention or unauthorized use of such property, could adversely impact our competitive position and results of operations. We also rely on nondisclosure and noncompetition agreements with employees, consultants and other parties to protect, in part, trade secrets and other proprietary rights. There can be no assurance that these agreements will adequately protect our trade secrets and other proprietary rights and will not be breached, that we will have adequate remedies for any breach, that others will not independently develop substantially equivalent proprietary information or that third parties will not otherwise gain access to our trade secrets or other proprietary rights. As we expand our business, protecting our intellectual property will become increasingly important. The protective steps we have taken may be inadequate to deter our competitors from using our proprietary information. In order to protect or enforce our patent rights, we may be required to initiate litigation against third parties, such as infringement lawsuits. Also, these third parties may assert claims against us with or without provocation. These lawsuits could be expensive, take significant time and could divert management's attention from other business concerns. The law relating to the scope and validity of claims in the technology field in which we operate is still evolving and, consequently, intellectual property positions in our industry are generally uncertain. We cannot assure you that we will prevail in any of these potential suits or that the damages or other remedies awarded, if any, would be commercially valuable.

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

We are dependent on our board of directors, executive officers and key employees. These persons may not devote their full time and attention to the matters of the Company. The loss of our board of directors, executive officers and key employees 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 person life insurance policies on any such people.***

We are dependent on certain key personnel in order to conduct our operations and execute our 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 personnel 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 our operations. We have no way to guarantee key personnel will stay with the Company, as many states do not enforce non-competition agreements, and therefore acquiring key man insurance will not ameliorate all of the risk of relying on key personnel.

***Damage to our reputation could negatively impact our business, financial condition and results of operations.***

Our reputation and the quality of our brand are critical to our business and success in existing markets, and will be critical to our success as we enter new markets. Any incident that erodes consumer loyalty for our brand could significantly reduce its value and damage our business. We may be adversely affected by any negative publicity, regardless of its accuracy. Also, there has been a marked increase in the use of social media platforms and similar devices, including blogs, social media websites and other forms of internet-based communications that provide individuals with access to a broad audience of consumers and other interested persons. The availability of information on social media platforms is virtually immediate as is its impact. Information posted may be adverse to our interests or may be inaccurate, each of which may harm our performance, prospects or business. The harm may be immediate and may disseminate rapidly and broadly, without affording us an opportunity for redress or correction.

***Our business could be negatively impacted by cyber security threats, attacks and other disruptions.***

We continue to face advanced and persistent attacks on our information infrastructure where we manage and store various proprietary information and sensitive/confidential data relating to our operations. These attacks may include sophisticated malware (viruses, worms, and other malicious software programs) and phishing emails that attack our products or otherwise exploit any security vulnerabilities. These intrusions sometimes may be zero-day malware that are difficult to identify because they are not included in the signature set of commercially available antivirus scanning programs. Experienced computer programmers and hackers may be able to penetrate our network security and misappropriate or compromise our confidential information or that of our customers or other third-parties, create system disruptions, or cause shutdowns. Additionally, sophisticated software and applications that we produce or procure from third-parties may contain defects in design or manufacture, including "bugs" and other problems that could unexpectedly interfere with the operation of the information infrastructure. A disruption, infiltration or failure of our information infrastructure systems or any of our data centers as a result of software or hardware malfunctions, computer viruses, cyber-attacks, employee theft or misuse, power disruptions, natural disasters or accidents could cause breaches of data security, loss of critical data and performance delays, which in turn could adversely affect our business.

***Security breaches of confidential customer information, in connection with our electronic processing of credit and debit card transactions, or confidential employee information may adversely affect our business.***

Our business requires the collection, transmission and retention of personally identifiable information, in various information technology systems that we maintain and in those maintained by third parties with whom we contract to provide services. The integrity and protection of that data is critical to us. The information, security and privacy requirements imposed by governmental regulation are increasingly demanding. Our systems may not be able to satisfy these changing requirements and customer and employee expectations, or may require significant additional investments or time in order to do so. A breach in the security of our information technology systems or those of our service providers could lead to an interruption in the operation of our systems, resulting in operational inefficiencies and a loss of profits. Additionally, a significant theft, loss or misappropriation of, or access to, customers' or other proprietary data or other breach of our information technology systems could result in fines, legal claims or proceedings.

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

The regulation of individual data is changing rapidly, and in unpredictable ways. A change in regulation could adversely affect our business, including causing our business model to no longer be viable. 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.

***The Company is not subject to Sarbanes-Oxley regulations and may lack the financial controls and procedures of public companies.***

The Company may not have the internal control infrastructure that would meet the standards of a public company, including the requirements of the Sarbanes Oxley Act of 2002. As a privately-held (non-public) Company, the Company is currently not subject to the Sarbanes Oxley Act of 2002, and its financial and disclosure controls and procedures reflect its status as a development stage, non-public company. There can be no guarantee that there are no significant deficiencies or material weaknesses in the quality of the Company's financial and disclosure controls and procedures. If it were necessary to implement such financial and disclosure controls and procedures, the cost to the Company of such compliance could be substantial and could have a material adverse effect on the Company's results of operations.

***We operate in a highly regulated environment, and if we are found to be in violation of any of the federal, state, or local laws or regulations applicable to us, our business could suffer.***

We are also subject to a wide range of federal, state, and local laws and regulations, such as local licensing requirements, and retail financing, debt collection, consumer protection, environmental, health and safety, creditor, wage-hour, anti-discrimination, whistleblower and other employment practices laws and regulations and we expect these costs to increase going forward. The violation of these or future requirements or laws and regulations could result in administrative, civil, or criminal sanctions against us, which may include fines, a cease and desist order against the subject operations or even revocation or suspension of our license to operate the subject business. As a result, we have incurred and will continue to incur capital and operating expenditures and other costs to comply with these requirements and laws and regulations.

***If we fail to retain existing users or add new users, or if our users decrease their level of engagement with our products, our revenue, financial results, and business may be significantly harmed.***

The size of our user base and our users' level of engagement are critical to our success. Our financial performance has been and will continue to be significantly determined by our success in adding, retaining, and engaging active users of our products. If people do not perceive our products to be useful, reliable, and trustworthy, we may not be able to attract or retain users or otherwise maintain or increase the frequency and duration of their engagement. There is no guarantee that we will not experience an erosion of our active user base or engagement levels. Our user engagement patterns have changed over time, and user engagement can be difficult to measure, particularly as we introduce new and different products and services.

***Our user growth, engagement, and monetization on mobile devices depend upon effective operation with mobile operating systems, networks, technologies, products, and standards that we do not control.***

A substantial portion of our revenue is generated from use of our products on mobile devices. There is no guarantee that popular mobile devices will continue to feature our products, or that mobile device users will continue to use our products rather than competing products. We are dependent on the interoperability of our products with popular mobile operating systems, networks, technologies, products, and standards that we do not control, such as the Android and iOS operating systems and mobile browsers. Any changes, bugs, or technical issues in such systems, or changes in our relationships with mobile operating system partners, handset manufacturers, browser developers, or mobile carriers, or in their terms of service or policies that degrade our products' functionality, reduce or eliminate our ability to update or distribute our products, give preferential treatment to competitive products, or charge fees related to the distribution of our products could adversely affect the usage of our products and monetization on mobile devices.

***Our new products and changes to existing products could fail to attract or retain users or generate revenue and profits.***

Our ability to retain, increase, and engage our user base and to increase our revenue depends heavily on our ability to continue to evolve our existing products and to create successful new products, both independently and in conjunction with developers or other third parties. We may introduce significant changes to our existing products or acquire or introduce new and unproven products, including using technologies with which we have little or no prior development or operating experience. If our new or enhanced products fail to engage users, marketers, or developers, or if our business plans are unsuccessful, we may fail to attract or retain users or to generate sufficient revenue, operating margin, or other value to justify our investments, and our business may be adversely affected.

### **Risks Related to the Offering**

***State and federal securities laws are complex, and the Company could potentially be found to have not complied with all relevant state and federal securities law in prior offerings of securities.***

The Company has conducted previous offerings of securities and may not have complied with all relevant state and federal securities laws. If a court or regulatory body with the required jurisdiction ever concluded that the Company may have violated state or federal securities laws, any such violation could result in the Company being required to offer rescission rights to investors in such offering. If such investors exercised their rescission rights, the Company would have to pay to such investors an amount of funds equal to the purchase price paid by such investors plus interest from the date of any such purchase. No assurances can be given the Company will, if it is required to offer such investors a rescission right, have sufficient funds to pay the prior investors the amounts required or that proceeds from this Offering would not be used to pay such amounts.

In addition, if the Company violated federal or state securities laws in connection with a prior offering and/or sale of its securities, federal or state regulators could bring an enforcement, regulatory and/or other legal action against the Company which, among other things, could result in the Company having to pay substantial fines and be prohibited from selling securities in the future.

***The U.S. Securities and Exchange Commission does not pass upon the merits of the Securities or the terms of the Offering, nor does it pass upon the accuracy or completeness of any Offering document or literature.***

You should not rely on the fact that our Form C is accessible through the U.S. Securities and Exchange Commission's EDGAR filing system as an approval, endorsement or guarantee of compliance as it relates to this Offering. The U.S. Securities and Exchange Commission has not reviewed this Form C, nor any document or literature related to this Offering.

***Neither the Offering nor the Securities have been registered under federal or state securities laws.***

No governmental agency has reviewed or passed upon this Offering or the Securities. Neither the Offering nor the Securities have been registered under federal or state securities laws. Investors will not receive any of the benefits available in registered offerings, which may include access to quarterly and annual financial statements that have been audited by an independent accounting firm. Investors must therefore assess the adequacy of disclosure and the fairness of the terms of this Offering based on the information provided in this Form C and the accompanying exhibits.

***The Company's management may have broad discretion in how the Company uses the net proceeds of the Offering.***

Unless the Company has agreed to a specific use of the proceeds from the Offering, the Company's management will have considerable discretion over the use of proceeds from the Offering. You may not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately.

***The Company has the right to limit individual Investor commitment amounts based on the Company's determination of an Investor's sophistication.***

The Company may prevent any Investor from committing more than a certain amount in this Offering based on the Company's determination of the Investor's sophistication and ability to assume the risk of the investment. This means

that your desired investment amount may be limited or lowered based solely on the Company's determination and not in line with relevant investment limits set forth by the Regulation CF rules. This also means that other Investors may receive larger allocations of the Offering based solely on the Company's determination.

***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 Target Offering Amount even after the Offering Deadline stated herein is reached. While you have the right to cancel your investment in the event the Company extends the Offering Deadline, if you choose to reconfirm your investment, 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 Target Offering Amount, at which time it will be returned to you without interest or deduction, or the Company receives the Target Offering Amount, at which time it will be released to the Company to be used as set forth herein. Upon or shortly after the release of such funds to the Company, the Securities will be issued and distributed to you.

***The Company may also end the Offering early.***

If the Target Offering Amount is met after 21 calendar days, but before the Offering Deadline, the Company can end the Offering by providing notice to Investors at least 5 business days prior to the end of the Offering. This means your failure to participate in the Offering in a timely manner, may prevent you from being able to invest in this Offering – it also means the Company may limit the amount of capital it can raise during the Offering by ending the Offering early.

***The Company has the right to conduct multiple closings during the Offering.***

If the Company meets certain terms and conditions, an intermediate close of the Offering can occur, which will allow the Company to draw down on half of the proceeds committed and captured in the Offering during the relevant period. The Company may choose to continue the Offering thereafter. Investors should be mindful that this means they can make multiple investment commitments in the Offering, which may be subject to different cancellation rights. For example, if an intermediate close occurs and later a material change occurs as the Offering continues, Investors whose investment commitments were previously closed upon will not have the right to re-confirm their investment as it will be deemed to have been completed prior to the material change.

**Risks Related to the Securities**

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

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

***Investors will not become equity holders until the Company decides to convert the Securities into "CF Shadow Securities" (the type of equity securities issuable upon conversion of the Securities) or until there is a change of control or sale of substantially all of the Company's assets.***

Investors will not have an ownership claim to the Company or to any of its assets or revenues for an indefinite amount of time and depending on when and how the Securities are converted, the Investors may never become equity holders of the Company. Investors will not become equity holders of the Company unless the Company receives a future round of financing great enough to trigger a conversion and the Company elects to convert the Securities into CF

Shadow Securities. The Company is under no obligation to convert the Securities into CF Shadow Securities. In certain instances, such as a sale of the Company or substantially all of its assets, an initial public offering or a dissolution or bankruptcy, the Investors may only have a right to receive cash, to the extent available, rather than equity in the Company.

***Investors will not have voting rights, even upon conversion of the Securities into CF Shadow Securities. Upon the conversion of the Securities into CF Shadow Securities (which cannot be guaranteed), the holders of the CF Shadow Securities will be required to enter into a proxy with the Intermediary or its designee to ensure any statutory voting rights are voted in tandem with the majority holders of whichever series of securities the CF Shadow Securities follow.***

Investors will not have the right to vote upon matters of the Company even if and when their Securities are converted into CF Shadow Securities (the occurrence of which cannot be guaranteed). Upon such conversion, the CF Shadow Securities will have no voting rights and, in circumstances where a statutory right to vote is provided by state law, the CF Shadow Security holders are required to enter into a proxy agreement with the Intermediary or its designee to vote their CF Shadow Securities with the majority of the holder(s) of the securities issued in the round of equity financing that triggered the conversion right. For example, if the Securities are converted in connection with an offering of Series B Preferred Stock, Investors would receive CF Shadow Securities in the form of shares of Series B-CF Shadow Preferred Stock and would be required to enter into a proxy that allows the Intermediary or its designee to vote their shares of Series B-CF Shadow Preferred Stock consistent with the majority of the Series B Preferred Stockholders. Thus, Investors will essentially never be able to vote upon any matters of the Company.

***Investors will not be entitled to any inspection or information rights other than those required by law.***

Investors will not have the right to inspect the books and records of the Company or to receive financial or other information from the Company, other than as required by law. Other security holders of the Company may have such rights. Regulation CF requires only the provision of an annual report on Form C and no additional information. Additionally, there are numerous methods by which the Company can terminate annual report obligations, resulting in no information rights, contractual, statutory or otherwise, owed to Investors. This lack of information could put Investors at a disadvantage in general and with respect to other security holders, including certain security holders who have rights to periodic financial statements and updates from the Company such as quarterly unaudited financials, annual projections and budgets, and monthly progress reports, among other things.

***Investors 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 Investors will be able to demand repayment of their investment. The Company has ultimate discretion as to whether or not to convert the Securities upon a future equity financing and Investors have no right to demand such conversion. Only in limited circumstances, such as a liquidity event, may Investors 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 and Investors may have to hold the Securities indefinitely.***

The Company may never conduct a future equity financing or elect to convert the Securities if such future equity financing does occur. In addition, the Company may never undergo a liquidity event such as a sale of the Company or an initial public offering. If neither the conversion of the Securities nor a liquidity event occurs, Investors 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.

***Equity securities acquired upon conversion of the Securities may be significantly diluted as a consequence of subsequent equity financings.***

The Company’s equity securities will be subject to dilution. The Company intends to issue additional equity to employees and third-party financing sources in amounts that are uncertain at this time, and as a consequence holders

of equity securities resulting from the conversion of the Securities will be subject to dilution in an unpredictable amount. Such dilution may reduce the Investor's control and economic interests in the Company.

The amount of additional financing needed by the Company will depend upon several contingencies not foreseen at the time of this Offering. Generally, additional financing (whether in the form of loans or the issuance of other securities) will be intended to provide the Company with enough capital to reach the next major corporate milestone. If the funds received in any additional financing are not sufficient to meet the Company's needs, the Company may have to raise additional capital at a price unfavorable to their existing investors, including the holders of the Securities. The availability of capital is at least partially a function of capital market conditions that are beyond the control of the Company. There can be no assurance that the Company will be able to accurately predict the future capital requirements necessary for success or that additional funds will be available from any source. Failure to obtain financing on favorable terms could dilute or otherwise severely impair the value of the Securities.

In addition, the Company has certain equity grants and convertible securities outstanding. Should the Company enter into a financing that would trigger any conversion rights, the converting securities would further dilute the equity securities receivable by the holders of the Securities upon a qualifying financing.

***Equity securities issued upon conversion of the Securities may be substantially different from other equity securities offered or issued by the Company at the time of conversion.***

In the event the Company decides to exercise the conversion right, the Company will convert the Securities into equity securities that are materially different from the equity securities being issued to new investors at the time of conversion in many ways, including, but not limited to, liquidation preferences, dividend rights, or anti-dilution protection. Additionally, any equity securities issued at the Conversion Price (as defined in the Crowd SAFE agreement) shall have only such preferences, rights, and protections in proportion to the Conversion Price and not in proportion to the price per share paid by new investors receiving the equity securities. Upon conversion of the Securities, the Company may not provide the holders of such Securities with the same rights, preferences, protections, and other benefits or privileges provided to other investors of the Company.

The forgoing paragraph is only a summary of a portion of the conversion feature of the Securities; it is not intended to be complete, and is qualified in its entirety by reference to the full text of the Crowd SAFE agreement, which is attached as Exhibit C.

***A Crowd SAFE holder may lose their right to any appreciation or return on investment due to defaulting on certain notice and require action requirements in such Crowd SAFE; failure to claim cash set aside in this case may result in a total loss of principal.***

The Crowd SAFE offered requires a holder to complete, execute and deliver any reasonable or necessary information and documentation requested by the Company or the Intermediary in order to effect the conversion or termination of the Crowd SAFE, in connection with an Equity Financing or Liquidity Event, within thirty (30) calendar days of receipt of notice (whether actual or constructive) from the Company. Failure to make a timely action may result in the Company declaring that the Investor is only eligible to receive a cash payment equal to their Purchase Amount (or a lesser amount in certain events). While the Company will set aside such payment for the investor, such payment may be subject to escheatment laws, resulting in a total loss of principal if the Investor never claims their payment.

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

The Offering price was not established in a competitive market. We have arbitrarily set the price of the Securities with reference to the general status of the securities market and other relevant factors. The Offering price for the Securities should not be considered an indication of the actual value of the Securities and is not based on our asset value, net worth, revenues or other established criteria of value. We cannot guarantee that the Securities can be resold at the Offering price or at any other price.

***In the event of the dissolution or bankruptcy of the Company, Investors will not be treated as debt holders and therefore are unlikely to recover any proceeds.***

In the event of the dissolution or bankruptcy of the Company, the holders of the Securities that have not been converted will be entitled to distributions as described in the Securities. This means that such holders will only receive

distributions once all of the creditors and more senior security holders, including any holders of preferred stock, have been paid in full. Neither holders of the Securities nor holders of CF Shadow Securities can be guaranteed any proceeds in the event of the dissolution or bankruptcy of the Company.

*While the Securities provide mechanisms whereby holders of the Securities would be entitled to a return of their purchase amount upon the occurrence of certain events, if the Company does not have sufficient cash on hand, this obligation may not be fulfilled.*

Upon the occurrence of certain events, as provided in the Securities, holders of the Securities may be entitled to a return of the principal amount invested. Despite the contractual provisions in the Securities, this right cannot be guaranteed if the Company does not have sufficient liquid assets on hand. Therefore, potential Investors should not assume a guaranteed return of their investment amount.

*There is no guarantee of a return on an Investor's investment.*

There is no assurance that an Investor will realize a return on their investment or that they will not lose their entire investment. For this reason, each Investor should read this Form C and all exhibits carefully and should consult with their attorney and business advisor prior to making any investment decision.

**IN ADDITION TO THE RISKS LISTED ABOVE, RISKS AND UNCERTAINTIES NOT PRESENTLY KNOWN, OR WHICH WE CONSIDER IMMATERIAL AS OF THE DATE OF THIS FORM C, MAY ALSO HAVE AN ADVERSE EFFECT ON OUR BUSINESS AND RESULT IN THE TOTAL LOSS OF YOUR INVESTMENT.**

## BUSINESS

### Description of the Business

Overland Bound provides a software as a service (SaaS) social network for adventure travelers. Our business model charges users a fee to unlock premium features like mapping, navigation, and event planning. We also operate a web store selling outdoor retail products that can enhance and provide additional value to our memberships and related activities.

### Business Plan

Overland Bound offers a subscription service with multiple subscription tiers. Subscriptions provide access to features in the Company's app called "Overland Bound One" on iOS and Android. The app is currently live. Proceeds will be used to complete and market the Expedition Tier subscription, with off road, navigation, and offline features.

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

Product / Service	Description	Current Market
Overland Bound One	iOS and Android adventure travel software app that provides communication, event planning, and map resources.	Direct to consumer; Boomers, Gen-Xers and Millennials.
Overland Bound Outdoor Retail Products	Retail products for outdoor adventures, providing further value to Overland Bound software memberships.	Direct to consumer; Boomers, Gen-Xers and Millennials.

### Competition

There are a few companies that have grown with the adventure travel and overland market by providing map resources for vehicle dependent travel. However, these competitors fall short and are either focused on selling GPS hardware (Garmin) when cell phones are way more capable, or they focus only on map services (OnX, Gaia). The Company addresses the specific needs of new road trippers and adventure travelers by combining the support of a social network with map resources and "off grid" capability. The company focuses on the development of consumer-friendly software leveraging the best technology available. 30% of users engaging with the company for the first time are new, looking for a community to answer their questions and provide support. The company provides an all-in-one solution for the growing van-life, road-trip, and adventure travel market.

The markets in which our products are sold are highly competitive. Our products compete against similar products of many large and small companies, including well-known global competitors. Product quality, performance, and value are important differentiating factors.

### Customer Base

We sell our products on the direct-to-consumer market. Our products reach a mature target audience of Boomers & Gen X (appx. 85%), as well as millennials (appx. 15%).

### Supply Chain

Our main vendors are Amazon Web Services, Xenforo, and Asny Craft Factory. If any of these vendors were to cease doing business with us, or otherwise become unavailable, we believe that sufficient alternatives exist within the marketplace to allow us to continue our business without significant disruption.

**Intellectual Property**

<b>Application or Registration #</b>	<b>Title</b>	<b>Description</b>	<b>File Date</b>	<b>Grant Date</b>	<b>Country</b>
5322081	OVERLAND BOUND	Service Mark	3/8/2017	10/31/2017	USA
5953417	OVERLAND BOUND OUTFIT & EXPLORE	Service Mark	3/19/2019	1/7/2020	USA

**Governmental/Regulatory Approval and Compliance**

The Company is subject to and affected by the laws and regulations of U.S. federal, state and local governmental authorities. These laws and regulations are subject to change.

**Litigation**

The Company is not subject to any current litigation or threatened litigation.

## USE OF PROCEEDS

The following table illustrates how we intend to use the net proceeds received from this Offering. The values below are not inclusive of payments to financial and legal service providers and escrow related fees, all of which were incurred in the preparation of this Offering and are due in advance of the closing of the Offering.

Use of Proceeds	% of Proceeds if Target Offering Amount Raised	Amount if Target Offering Amount Raised	% of Proceeds if Maximum Offering Amount Raised	Amount if Maximum Offering Amount Raised
Intermediary Fees	6%	\$1,500	6%	\$64,200
Product Development	40%	\$10,000	40%	\$428,000
User Onboarding	40%	\$10,000	20%	\$214,000
Marketing	14%	\$3,500	34%	\$363,800
<b>Total</b>	<b>100%</b>	<b>\$25,000</b>	<b>100%</b>	<b>\$1,070,000</b>

The Company has discretion to alter the use of proceeds set forth above to adhere to the Company's business plan and liquidity requirements. For example, economic conditions may alter the Company's general marketing or general working capital requirements.

Set forth below are detailed description of how we intend to use the net proceeds of this Offering for any category in excess of ten percent (10%) in the table above.

**Product Development:** Expedition Tier is our higher subscription tier offering off grid and off-road features. This is in Beta currently. Increased investment amount will allow us to enhance revenue with this tier by offering more consumer feature value.

**User Onboarding:** Improve day 30 retention and LTV by focusing effort on user onboarding and mid funnel features. Our roadmap backlog is mature and spans the next 18 months.

**Marketing:** Marketing efforts to date have been predominantly organic. As Expedition Tier is completed, we will begin testing paid user acquisition through app search ads, social networks, and web search channels.

## DIRECTORS, OFFICERS, MANAGERS, AND KEY PERSONS

The directors, officers, managers, and key persons 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.

Name	Positions and Offices Held at the Company	Principal Occupation and Employment Responsibilities for the Last Three (3) Years	Education
Michael Murguia	Chief Executive Officer, Director and Co-Founder	Chief Executive Officer, Overland Bound, November 2017 to Present – Responsible for key business decisions and strategy. Day to day management of software development.	San Francisco State University (Film Production & Special Effects, 1993-1994)  Sonoma State University (Broadcast Communications, 1990-1993)

Corrie Murguia	Chief Marketing Officer, Secretary, and Director	Chief Marketing Officer, Overland Bound, May 2015 to Present – Responsible for all marketing and social outreach campaigns. Owns retail store business.	The Boston Conservatory (BFA, Musical Theatre, 2002-2005)
Steve Wetherill	Chief Technology Officer	Chief Technology Officer, Overland Bound, December 2019 to Present - Company technology strategy, and white label platform architecture.  VP of Engineering, MobilityWare, November 2017 to December 2019 - Day to day software development operations and management.	University of Manchester (Electronics & Electrical Engineering, 1981-1983)

### Biographical Information

**Michael Murguia:** Product Focused Software Executive. SaaS Management. Online Marketing. Operations and General Management. Team Leadership. Project Management. Has contributed to and managed the largest video game titles of all time. 25+ years of experience managing 10 to 100 person teams. Sole responsibility for P&Ls over \$100MM.

**Corrie Murguia:** Building cross-functional Marketing and Customer Service teams to unify brand experience across B2B, B2C/Social, Retail, International and Live Event channels. End-to-end development and strategic execution of marketing initiatives with a passion for launching new product into the world. 7+ years' experience launching physical products with startup teams, from creation of sales collateral, content development, managing Public Relations activities, and executing both small- and large-scale presences at tradeshow.

**Steve Wetherill:** CTO and VP engineering with 35+ years of experience. Video game executive with over 25 years building massively scalable online/multiplayer/multiuser games/platforms/services.

- 35+ years of programming experience
- 30+ years in technical and production leadership roles
- 25+ years' experience with online games (traditional multiplayer and web services)
- 20+ years' experience in the mobile game space
- 10+ years' experience in free-to-play

### Indemnification

Indemnification is authorized by the Company to managers, 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.

## CAPITALIZATION, DEBT AND OWNERSHIP

### Capitalization

The Company's authorized capital stock consists of 100,000,000 shares of common stock, par value \$0.0001 per share (the "**Common Stock**"). At the closing of this Offering, assuming only the Target Offering Amount is sold, 25,000,000 shares of Common Stock will be issued and outstanding.

### *Outstanding Capital Stock*

As of the date of this Form C, the Company's outstanding capital stock consists of:

Type	Common Stock
Amount Outstanding	25,000,000
Par Value Per Share	\$0.0001
Voting Rights	1 vote per share
Anti-Dilution Rights	None.
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	The Company may authorize and/or issue additional shares of Common Stock which may dilute the Security.
Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).	83.25%*

\*Assumes conversion of the convertible securities described below at their respective valuation caps.

### *Outstanding Options, Safes, Convertible Notes, Warrants*

As of the date of this Form C, the Company has the following additional securities outstanding:

Type	SAFE (Simple Agreement for Future Equity)
Face Value	\$100,000
Voting Rights	None.
Anti-Dilution Rights	None.
Material Terms	25% Discount, \$1,666,670 Valuation Cap
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	The Company may authorize and/or issue additional convertible securities which may dilute the Security.
Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).	6.00%*

\*Assumes conversion of the SAFEs and the other convertible securities described herein at their respective valuation caps.

<b>Type</b>	SAFE (Simple Agreement for Future Equity)
<b>Face Value</b>	\$210,000
<b>Voting Rights</b>	None.
<b>Anti-Dilution Rights</b>	None.
<b>Material Terms</b>	25% Discount, \$4,000,000 Valuation Cap
<b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>	The Company may authorize and/or issue additional convertible securities which may dilute the Security.
<b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b>	5.25%*

\*Assumes conversion of the SAFEs and the other convertible securities described herein at their respective valuation caps.

<b>Type</b>	SAFE (Simple Agreement for Future Equity)
<b>Face Value</b>	\$275,000
<b>Voting Rights</b>	None.
<b>Anti-Dilution Rights</b>	None.
<b>Material Terms</b>	25% Discount, \$5,000,000 Valuation Cap
<b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>	The Company may authorize and/or issue additional convertible securities which may dilute the Security.
<b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b>	5.50%*

\*Assumes conversion of the SAFEs and the other convertible securities described herein at their respective valuation caps.

### Outstanding Debt

As of the date of this Form C, the Company has the following debt outstanding:

<b>Type</b>	Shareholder Payable
<b>Creditor</b>	Michael Murguia
<b>Amount Outstanding</b>	\$57,535.83
<b>Interest Rate</b>	0%
<b>Description of Collateral</b>	None.
<b>Other Material Terms</b>	None.
<b>Maturity Date</b>	None.
<b>Date Entered Into</b>	Various. Debt is owed for various expenses incurred by Mr. Murguia on behalf of the Company.

### Ownership

The table below lists the beneficial owners of twenty percent (20%) 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>Amount and Type or Class Held</b>	<b>Percentage Ownership (in terms of voting power)</b>
Michael Murguia	14,875,000 / Common Stock	59.5%
Corrie Murguia	11,125,000 / Common Stock	40.5%

## FINANCIAL INFORMATION

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

### Operations

Overland Bound Inc (the “**Company**”) was incorporated on August 23, 2018 under the laws of the State of Delaware, and is headquartered in Livermore, California.

Until December 31, 2020, the Company partially conducted its business through Michael Murguia d/b/a Overland Bound, a sole proprietorship. Effective as of December 31, 2020, the Company acquired all of the assets of the sole proprietorship and is now the sole owner of all assets related to Overland Bound. Our financial statements for 2019 and 2020 include the financial results of the sole proprietorship.

### Cash and Cash Equivalents

The Company considers short-term, highly liquid investment with original maturities of three months or less at the time of purchase to be cash equivalents. Cash consists of funds held in the Company’s checking account.

As of September 30, 2021 the Company had an aggregate of \$11,228 in cash and cash equivalents. The Company typically runs at a net surplus on a monthly basis, and therefore does not require cash on hand to meet its baseline expenses.

### Liquidity and Capital Resources

The proceeds from the Offering are essential to our operations. We plan to use the proceeds as set forth above under the section titled “*Use of Proceeds*”, which is an indispensable element of our business strategy.

### Capital Expenditures and Other Obligations

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

### Valuation

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

### Material Changes and Other Information

#### *Trends and Uncertainties*

After reviewing the above discussion of the steps the Company intends to take, potential Investors should consider whether achievement of each step within the estimated time frame will be realistic in their judgment. Potential Investors 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.

Please see the financial statements attached as Exhibit A for subsequent events and applicable disclosures.

## Previous Offerings of Securities

We have made the following issuances of securities within the last three years:

Security Type	Principal Amount of Securities Sold	Amount of Securities Issued	Use of Proceeds	Issue Date(s)	Exemption from Registration Used or Public Offering
SAFE	\$100,000	1	Operations and software prototyping	10/15/2019	Section 4(a)(2)
SAFEs	\$210,000	9	Software beta	9/22/2018 – 5/21/2019	Section 4(a)(2)
SAFEs	\$275,000	4	Software MVP launch	5/12/2020 – 2/1/2021	Section 4(a)(2)
SAFE	\$1,000,000	1	Acquisition of Company assets from sole proprietorship	12/31/2020	Section 4(a)(2)

See the section titled “*Capitalization and Ownership*” for more information regarding the securities issued in our previous offerings of securities.

## TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST

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 twenty percent (20%) 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. Additionally, the Company will disclose here any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, to which the issuer was or is to be a party and the amount involved exceeds five percent (5%) of the aggregate amount of capital raised by the issuer in reliance on section 4(a)(6), including the Target Offering Amount of this Offering, and the counter party is either (i) any director or officer of the issuer; (ii) any person who is, as of the most recent practicable date but no earlier than 120 days prior to the date the offering statement or report is filed, the beneficial owner of twenty percent (20%) or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power; (iii) if the issuer was incorporated or organized within the past three years, any promoter of the issuer; or (iv) any member of the family of any of the foregoing persons, which includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, and shall include adoptive relationships. The term *spousal equivalent* means a cohabitant occupying a relationship generally equivalent to that of a spouse.

The Company has conducted the following transactions with related persons:

Effective December 31, 2020, the Company purchased certain net assets from Michael Murguia, our CEO and majority shareholder, having a net asset value of \$1,000,000, in exchange for a SAFE that subsequently converted into shares of our Common Stock upon the filing of our Restated Certificate of Incorporation on August 10, 2021. The assets purchased include intellectual property, inventory, fixed assets, website, software platform, customer lists and sales channels.

As of the date hereof, the Company owes \$57,535.83 to Mr. Murguia for various expenses incurred by Mr. Murguia on behalf of the Company during 2019 and 2020, and which were assumed by the Company as a liability pursuant to

the asset purchase transaction described above. This payable is carried at zero percent (0%) interest and with no maturity date.

## THE OFFERING AND THE SECURITIES

### The Offering

The Company is offering a minimum amount of \$25,000 (the “**Target Offering Amount**”) and up to a maximum amount of \$1,070,000 (the “**Maximum Offering Amount**”) of Crowd SAFE (Simple Agreement for Future Equity) (the “**Securities**”) on a best efforts basis as described in this Form C (this “**Offering**”). We must raise an amount equal to or greater than the Target Offering Amount by April 15, 2022 (the “**Offering Deadline**”). Unless we raise at least the Target Offering Amount by the Offering Deadline, no Securities will be sold in this Offering, all investment commitments will be cancelled and all committed funds will be returned. Potential purchasers of the Securities are referred to herein as “**Investors**” or “**you**”.

The price of the Securities was determined arbitrarily, 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. The minimum amount that an Investor may invest in the Offering is \$100 and the maximum amount that an Investor may invest in the Offering is \$1,070,000, each of which is subject to adjustment in the Company’s sole discretion.

In order to purchase the Securities, you must make a commitment to purchase by completing the subscription process hosted by OpenDeal Portal LLC dba Republic (the “**Intermediary**”), including complying with the Intermediary’s know your customer (KYC) and anti-money laundering (AML) policies. **If an Investor makes an investment commitment under a name that is not their legal name, they may be unable to redeem their Security indefinitely, and neither the Intermediary nor the Company are required to correct any errors or omissions made by the Investor.**

Investor funds will be held in escrow with Prime Trust, LLC until the Target Offering Amount has been met or exceeded and one or more closings occur. Investors may cancel an investment commitment until up to 48 hours prior to the Offering Deadline, or such earlier time as the Company designates pursuant to Regulation CF, using the cancellation mechanism provided by the Intermediary. **Investors using a credit card to invest must represent and warrant to cancel any investment commitment(s) by submitting a request through the Intermediary at least 48 hours prior to the Offering Deadline, instead of attempting to claim fraud or claw back their committed funds.**

The Company will notify Investors when the Target Offering Amount has been reached through the Intermediary. If the Company reaches the Target Offering Amount prior to the Offering Deadline, it may close the Offering early *provided* (i) the expedited Offering Deadline must be twenty-one (21) days from the time the Offering was opened, (ii) the Intermediary must provide at least five (5) business days’ notice prior to the expedited Offering Deadline to the Investors and (iii) the Company continues to meet or exceed the Target Offering Amount on the date of the expedited Offering Deadline.

### Material Changes

If any material change occurs related to the Offering prior to the current Offering Deadline the Company will provide notice to Investors and receive reconfirmations from Investors who have already made commitments. If an Investor does not reconfirm their investment commitment after a material change is made to the terms of the Offering within five (5) business days of receiving notice, the Investor’s investment commitment will be cancelled and the committed funds will be returned without interest or deductions. If an Investor does not cancel an investment commitment before the Target Offering Amount is reached, the funds will be released to the Company upon the closing of the Offering and the Investor will receive the Securities in exchange for their investment.

### Intermediate Closings

In the event an amount equal to two (2) times the Target Offering Amount is committed and meets all required terms of the Offering prior to the Offering Deadline on such date or such later time the Company designates pursuant to Rule 304(b) of Regulation CF, the Company may conduct the first of multiple closings of the Offering early, *provided* (i) the early closing date must be twenty-one (21) days from the time the Offering opened and (ii) that all Investors will receive notice of such early closing date at least five (5) business days prior to such new offering deadline (absent a material change that would require an extension of the Offering and reconfirmation of all investment commitments).

Investors who committed on the date such notice is provided or prior to the issuance of such notice will be able to cancel their investment commitment until 48 hours before such early closing date.

If the Company conducts an initial closing (the “**Initial Closing**”), the Company agrees to only withdraw half of the proceeds that are in escrow and will only conduct such Initial Closing if there are more than twenty-one (21) days remaining before the Offering Deadline as of the date of the Initial Closing. The Company may only conduct another close (a “**Subsequent Closing**”) before the Offering Deadline if the amount of investment commitments made as of the date of such Subsequent Closing exceeds two times the amount committed as of the date of the Initial Closing and there are more than twenty-one (21) days remaining before the Offering Deadline as of the date of such Subsequent Closing.

Any investment commitments received after an intermediate closing will be released to the Company upon a subsequent closing and the Investor will receive evidence of the Securities via electronic certificate/PDF in exchange for their investment commitment as soon as practicable thereafter.

The Company has agreed to return all funds to Investors in the event a Form C-W is ultimately filed in relation to this Offering, regardless of whether multiple closings are conducted.

Investment commitments are not binding on the Company until they are accepted by the Company, which reserves the right to reject, in whole or in part, in its sole and absolute discretion, any investment commitment. If the Company rejects all or a portion of any investment commitment, the applicable prospective Investor’s funds will be returned without interest or deduction.

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

### **The Securities**

We request that you please review this Form C and the Crowd SAFE instrument attached as Exhibit C, in conjunction with the following summary information.

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

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

#### ***Not Currently Equity Interests***

The Securities are not currently equity interests in the Company and merely provide a right to receive equity at some point in the future upon the occurrence of certain events.

#### ***Dividends***

The Securities do not entitle Investors to any dividends.

#### ***Conversion***

Upon each future equity financing resulting in proceeds to the Company of not less than \$2,000,000 (each an “**Equity Financing**”), the Securities are convertible at the option of the Company, into CF Shadow Securities, which are non-voting securities otherwise identical to those issued in such future Equity Financing except (1) they do not provide the right to vote on any matters except as required by law, (2) they require Investors to vote in accordance with the majority of the investors purchasing securities from the Company in such Equity Financing with respect to any such required vote and (3) they do not provide any inspection or information rights (other than those contemplated by Regulation CF or otherwise required by law). The Company has no obligation to convert the Securities in any Equity Financing.

### Conversion Upon the First Equity Financing

If the Company elects to convert the Securities upon the first Equity Financing following the issuance of the Securities, the Investor will receive the number of CF Shadow Securities equal to the greater of the quotient obtained by dividing the amount the Investor paid for the Securities (the “**Purchase Amount**”) by (a) or (b) immediately below (the “**Conversion Price**”):

(a) the quotient of \$10,000,000 divided by the aggregate number of issued and outstanding shares of capital stock, assuming full conversion or exercise of all convertible and exercisable securities then outstanding, including shares of convertible preferred stock and all outstanding vested or unvested options or warrants to purchase capital stock, but excluding (i) shares of capital stock reserved for future issuance under any equity incentive or similar plan, (ii) convertible promissory notes, (iii) any Simple Agreements for Future Equity, including the Securities (collectively, “**Safes**”), and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or Safes;

OR

(b) the price per share of the securities sold in such Equity Financing multiplied by 90%.

Such Conversion Price shall be deemed the “**First Equity Financing Price**”.

### Conversion After the First Equity Financing

If the Company elects to convert the Securities upon an Equity Financing other than the first Equity Financing following the issuance of the Securities, the Investor will receive the number of CF Shadow Securities equal to the quotient obtained by dividing (a) the Purchase Amount by (b) the First Equity Financing Price.

If the Investor fails to complete, execute and deliver any reasonable or necessary information and documentation requested by the Company or the Intermediary in order to effect the conversion of the Crowd SAFE, as contemplated above in connection with an Equity Financing, within thirty (30) calendar days of receipt of notice (whether actual or constructive) from the Company of the closing of the First Equity Financing, or Subsequent Equity Financing, as applicable, and of the Company’s decision to convert the Crowd Safe to capital stock, then the Investor shall only be eligible to receive a cash payment equal to the Purchase Amount (or a lesser amount as described below), and the Company shall keep a record of the cash payment that the Investor is entitled to claim; provided, that any unclaimed cash payment amount shall be subject to applicable state escheatment laws.

If there are not enough funds to pay the Investor and holders of other Crowd SAFEs that failed to act as required herein (collectively, the “**Cash-Default Investors**”) in full, then all of the Company’s available funds will be allocated with equal priority and pro rata among the Cash-Default Investors to claim in proportion to their Purchase Amounts.

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

In the case of the Company’s undergoing an **IPO** (as defined below) of its Capital Stock or a Change of Control (as defined below) of the Company (either of these events, a “**Liquidity Event**”) prior to any Equity Financing, the Investor must select, at the option of the Investor and within thirty (30) days of receiving notice (whether actual or constructive), either (i) a cash payment equal to the Purchase Amount subject to the following paragraph (the “**Cash Out Option**”) or (ii) a number of shares of Common Stock of the Company equal to the Purchase Amount divided by the quotient of (a) \$10,000,000 divided by (b) the number, as of immediately prior to the Liquidity Event, of shares of the Company’s capital stock outstanding (on an as-converted basis), assuming the exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (x) shares of capital stock reserved for future issuance under any equity incentive or similar plan; (y) any Safes; (z) convertible promissory notes; and (aa) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or Safes.

In connection with the Cash Out Option, the Purchase Amount (or a lesser amount as described below) will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investors and the holders of other Safes (collectively, the

“**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

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

“**IPO**” as used above, means: (A) the completion of an underwritten initial public offering of Capital Stock by the Company pursuant to: (I) a final prospectus for which a receipt is issued by a securities commission of the United States or of a province of Canada, or (II) a registration statement which has been filed with the United States Securities and Exchange Commission and is declared effective to enable the sale of Capital Stock by the Company to the public, which in each case results in such equity securities being listed and posted for trading or quoted on a recognized exchange; (B) the Company’s initial listing of its Capital Stock (other than shares of Capital Stock not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Company with the SEC that registers shares of existing capital stock of the Company for resale, as approved by the Company’s board of directors, where such listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services; or (C) the completion of a reverse merger or take-over whereby an entity (I) whose securities are listed and posted for trading or quoted on a recognized exchange, or (II) is a reporting issuer in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Capital Stock of the Company.

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

In the case of a Liquidity Event following any Equity Financing, the Investor must select, at the option of the Investor and within thirty (30) days of receiving notice (whether actual or constructive), either (i) the Cash Out Option or (ii) a number of shares of the most recently issued capital stock equal to the Purchase Amount divided by the First Equity Financing Price. Shares of capital stock granted in connection therewith shall have the same liquidation rights and preferences as the shares of capital stock issued in connection with the Company’s most recent Equity Financing.

If there are not enough funds to pay the Investors and the other Cash-Out Investors in full, then all of the Company’s available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

If the Investor fails to (i) complete, execute and deliver any reasonable or necessary information and documentation requested by the Company or the Intermediary in order to effect the conversion of the Crowd SAFE or (ii) notify Company of its selection to receive the cash payment or shares of the most recently issued capital stock, as contemplated above in connection with a Liquidity Event, within thirty (30) calendar days of receipt of notice (whether actual or constructive) from the Company of such Liquidity Event, then the Investor shall only be eligible to receive the cash payment option, and the Company shall keep a record of the cash payment that the Investor is entitled to claim; provided, that any unclaimed cash payment amount shall be subject to applicable state escheatment laws.

If the Company’s board of directors (or other applicable governing body if the Company is a limited liability company) determines in good faith that delivery of equity securities to the Investor pursuant to Liquidity Event paragraphs above would violate applicable law, rule or regulation, then the Company shall deliver to Investor in lieu thereof, a cash payment equal to the fair market value of such capital stock, as determined in good faith by the Company’s board of directors (or other applicable governing body if the Company is a limited liability company).

#### **Dissolution**

If there is a Dissolution Event (as defined below) before the Securities terminate, subject to the preferences applicable to any series of preferred stock then outstanding, the Company will distribute all proceeds legally available for distribution with equal priority among the (i) holders of the Securities (on an as converted basis based on a valuation of Common Stock as determined in good faith by the Company’s board of directors at the time of the Dissolution Event), (ii) all other holders of instruments sharing in the distribution of proceeds of the Company at the same priority as holders of Common Stock upon a Dissolution Event and (iii) all holders of Common Stock.

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

### ***Termination***

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

### ***Voting and Control***

Neither the Securities nor the securities issuable upon the conversion of the Securities have voting rights.

The Company does not have any voting agreements in place.

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

### ***Anti-Dilution Rights***

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

### ***Restrictions on Transfer***

Any Securities sold pursuant to Regulation CF being offered may not be transferred by any Investor of such Securities during the one-year holding period beginning when the Securities were issued, unless such Securities are transferred: (1) to the Company; (2) to an accredited investor, as defined by Rule 501(d) of Regulation D promulgated under the Securities Act; (3) as part of an IPO; or (4) to a member of the family of the Investor or the equivalent, to a trust controlled by the Investor, to a trust created for the benefit of a member of the family of the Investor or the equivalent, or in connection with the death or divorce of the Investor or other similar circumstances. “Member of the family” as used herein means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother/father/daughter/son/sister/brother-in-law, and includes adoptive relationships. Each Investor should be aware that although the Securities may legally be able to be transferred, there is no guarantee that another party will be willing to purchase them.

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

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

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

### ***Other Material Terms***

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

## **Concurrent Offering**

In addition to the Offering, the Company intends to concurrently undertake to raise up to an additional \$5,000,000 pursuant to Rule 506(b) of Regulation D by offering to sell additional securities to accredited investors which we have a pre-existing substantive relationship with outside of this Offering (the “**Concurrent Offering**”). No investors in this Offering, or potential investors who learned of the Company as a result of this Offering, will be permitted to invest in the Concurrent Offering. The terms of the securities offered in the Concurrent Offering will be different than the terms of the Crowd SAFE in this Offering.

## **COMMISSION AND FEES**

At the conclusion of the Offering, the issuer shall pay a fee of six percent (6%) of the amount raised in the Offering to the Intermediary.

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

The Intermediary will also receive compensation in the form of securities equal to two percent (2%) of the total number of the Securities sold in the offering.

## **TAX MATTERS**

**EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH THEIR 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 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 THEIR OWN TAX ADVISOR CONCERNING THE POSSIBLE IMPACT OF STATE TAXES.**

## **LEGAL MATTERS**

Any prospective Investor should consult with its own counsel and advisors in evaluating an investment in the Offering.

## **DISCLAIMER OF TELEVISION, RADIO, PODCAST AND STREAMING PRESENTATION**

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

## **ADDITIONAL INFORMATION**

The summaries of, and references to, various documents in this Form C do not purport to be complete and in each instance reference should be made to the copy of such document which is either an appendix to this Form C or which will be made available to Investors and their professional advisors upon request.

Prior to making an investment decision regarding the Securities described herein, prospective Investors should carefully review and consider this entire Form C. The Company is prepared to furnish, upon request, a copy of the forms of any documents referenced in this Form C. The Company's representatives will be available to discuss with prospective Investors and their representatives and advisors, if any, any matter set forth in this Form C or any other matter relating to the Securities described in this Form C, so that prospective Investors and their representatives and advisors, if any, may have available to them all information, financial and otherwise, necessary to formulate a well-informed investment decision. Additional information and materials concerning the Company will be made available to prospective Investors and their representatives and advisors, if any, at a mutually convenient location upon reasonable request.

## SIGNATURE

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

/s/Michael Murguia

(Signature)

Michael Murguia

(Name)

CEO & Director

(Title)

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

/s/Michael Murguia

(Signature)

Michael Murguia

(Name)

CEO & Director

(Title)

October 14, 2021

(Date)

/s/Corrie Murguia

(Signature)

Corrie Murguia

(Name)

CMO & Director

(Title)

October 14, 2021

(Date)

***Instructions.***

1. The form shall be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.
2. The name of each person signing the form shall be typed or printed beneath the signature. Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

**EXHIBIT A**

*Financial Statements*

## **Overland Bound Inc.**

(a Delaware Corporation)

### **Unaudited Consolidated Financial Statements**

Period of January 1, 2019 through December 31, 2020

Reviewed by:



TaxDrop LLC  
A New Jersey CPA Company

## **Financial Statements**

### **Overland Bound Inc.**

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## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

August 16, 2021

To: Board of Directors of Overland Bound Inc.  
Attn: Michael Murguia, CEO

Re: 2020 and 2019 Consolidated Financial Statement Review  
Overland Bound Inc.

We have reviewed the accompanying consolidated financial statements of Overland Bound Inc. (the "Company"), which comprise the consolidated balance sheet as of December 31, 2019 and December 31, 2020 and the related statements of income, equity, and cash flows for the period of January 1, 2019 through December 31, 2020, 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 limited in scope compared to 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 consolidated financial statements of Overland Bound Inc. for them to be in accordance with accounting principles generally accepted in the United States of America.

**Going Concern**

As discussed in the Notes and Additional Disclosures, certain conditions indicate the Company may be unable to continue as a going concern. The accompanying financial statements do not include any adjustments that might be necessary should the Company be unable to continue as a going concern. Our conclusion is not modified with respect to that matter.

Sincerely,

The logo for TaxDrop, featuring the word "TaxDrop" in a bold, sans-serif font. A small teal square is positioned below the "D" in "Drop", with a teal line extending from the bottom of the "D" to the square.

TaxDrop LLC

A New Jersey CPA Company

**OVERLAND BOUND, INC.**  
**BALANCE SHEET**  
**December 31, 2020 and 2019**  
**(Unaudited)**

	2020	2019
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	25,566	15,748
Accounts receivable, net	1,052	-
Retail Store Inventory	65,777	-
Loans to Shareholders	834	834
Total current assets	93,229	16,582
Fixed Assets	156,998	-
Accumulated Depreciation	(29,332)	-
Fixed Assets net	127,666	-
Intangible Assets		
Software platform	150,000	-
Customer list/ Sales Channels	400,000	-
Website	260,000	-
Total other assets	810,000	-
Total Assets	1,030,895	16,582
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities		
Accounts Payable	8,708	-
Credit card	95,399	84,794
Deposits	-	2,040
Payroll Liabilities	193	598
Total Other Current Liabilities	104,300	87,433
Stockholders' Equity		
Common Stock, \$0.0001 par value; 100,000,000 authorized; 1,500 and 1,500 issued and outstanding as of December 31, 2020 and 2019	15	15
Simple Agreement for Future Equity	1,385,000	240,000
Retained Earnings (deficit)	(357,630)	(138,419)
Net Income (Loss)	(100,791)	(172,447)
Total Equity	926,594	(70,851)
Total Liabilities and Stockholders' Equity	1,030,894	16,582

The accompanying notes are an integral part of these financial statements.

**OVERLAND BOUND, INC.**  
**INCOME STATEMENT**  
**As of December 31, 2020 and 2019**  
**(unaudited)**

	2020	2019
Gross Receipts/Sales/Revenue	856,265	491,991
Cost of Goods Sold	420,503	246,656
Gross profit	435,763	245,335
Operating Expenses		
Sales and marketing expenses	54,518	111,470
General and Administrative expenses	-	132,023
Bank Fees	828	1,027
Business Meetings	4,173	1,730
Car and Truck Expense	8,879	15,736
Contractors	300,271	23,557
Dues and Subscriptions	23,850	12,798
Insurance Expense	4,210	-
Legal and Professional Fees	3,093	5,401
Meals & Entertainment	3,809	3,242
Miscellaneous	-	909
Office Equipment and Hardware	27,521	14,627
Payroll Expenses	36,100	31,948
Rent	5,388	-
Office Repair & Maintenance	2,188	4,152
Media Production	1,371	2,543
Travel	14,789	34,436
Utilities	8,633	5,995
Total Operating Expenses	499,621	401,595
Other Income & Expenses		
Depreciation	29,332	6,407
Taxes	-	-
Interest expense	7,601	9,780
	36,933	16,187
<b>Net income (loss)</b>	<b>(100,791)</b>	<b>(172,447)</b>

The accompanying notes are an integral part of these financial statements.

**OVERLAND BOUND, INC.**  
**STATEMENT OF STOCKHOLDERS' EQUITY**  
**For Years Ending December 31, 2019 and 2020**  
**(Unaudited)**

	<u>Common Stock</u>				
	Shares	Value	SAFE Notes	Retained Earnings	Total Stockholders' Equity
Balance as of January 1, 2019	1,500	15	160,000	(138,419)	21,596
Issuance of SAFE	-	-	80,000	-	80,000
Net Income (Loss)	-	-	-	(172,447)	(172,447)
Balance as of December 31, 2019	<b>1,500</b>	<b>15</b>	<b>240,000</b>	<b>(310,866)</b>	<b>(70,851)</b>
Issuance of Common Stock		-	-	-	-
Owner's Pay/Distribution	-	-	-	(46,764)	(46,764)
Issuance of SAFE	-	-	1,145,000	-	1,145,000
Net Income (Loss)	-	-	-	(100,791)	(100,791)
Balance as of December 31, 2020	<b>1,500</b>	<b>15</b>	<b>1,385,000</b>	<b>(458,421)</b>	<b>926,594</b>

The accompanying notes are an integral part of these financial statements.

**OVERLAND BOUND, INC.**  
**STATEMENT OF CASH FLOW**  
**For the Years ended December 31, 2020 and 2019**  
**(Unaudited)**

	2020	2019
<b>Cash Flow from Operating Activities</b>		
Net income (loss)	(100,791)	(172,447)
Depreciation	29,332	6,407
Adjustments to reconcile net income to cash provided by operating activities:		
Changes in operating assets and liabilities		
(Increase)Decrease in Accounts Receivable	(1,052)	-
(Increase)Decrease in other assets	-	(47,560)
(Increase)Decrease in Inventory	(65,777)	-
(Increase)Decrease in Loans to Officers	-	-
Increase (Decrease) in Accounts Payable	8,708	35,582
Increase (Decrease) in Payroll liabilities	(405)	-
Increase (Decrease) in Credit Cards	10,605	-
Increase (Decrease) in Direct Deposit Payable	(2,040)	-
Net cash provided by (utilized in) operating activities	<u>(121,421)</u>	<u>(178,018)</u>
<b>Cash flow (absorbed in) from Investing activities</b>		
Acquisition of Fixed Assets	(156,998)	-
Acquisition of Intangible Assets	(810,000)	-
	<u>(966,998)</u>	<u>-</u>
<b>Financing Activities</b>		
Prior period retained earnings adjustment	-	72,023
Owner's Pay/Distribution	(46,764)	-
Proceeds from Simple Agreement for Future Equity	1,145,000	80,000
Net cash used in financing activities	<u>1,098,236</u>	<u>152,023</u>
Net (decrease)/increase in cash and cash equivalents	9,817	(25,995)
Cash and cash equivalents, beginning of year	15,748	41,742
Cash and cash equivalents, end of period	<u><u>25,566</u></u>	<u><u>15,747</u></u>

The accompanying notes are an integral part of these financial statements.

Overland Bound, Inc  
And Subsidiary  
NOTES TO FINANCIAL STATEMENTS  
AS OF DECEMBER 31, 2020 AND 2019

NOTE 1 – NATURE OF OPERATIONS

Overland Bound Inc. (which may be referred to as the “Company”, “we,” “us,” or “our”) was registered on August 23, 2018, as a Delaware corporation. The Company developed and provides a mobile app to provide resources for overland adventure travelers, and people seeking connection with the greater outdoors.

Prior to June 1, 2021, the Company operated as two separate entities; a Delaware corporation and a sole proprietorship. However, in connections with a Restated Certificate of Incorporation, dated on or about June 1, 2021, the management of the Company determined that it is in the best interests of the Company’s shareholders and investors to purchase the net assets of the sole proprietorship at the current fair market value of the net assets owned by the sole proprietorship for \$1,000,000. The Company therefore issued a SAFE note (see Note 4) in exchange for the net assets of the sole proprietorship. The impact of this subsequent event transaction to purchase the net assets of the sole proprietor, has immediate impact on the financial statements of the Company. Accordingly, the financial statements include the results of the net asset purchase transaction.

Since August 23, 2018, (Inception), the Company has relied upon its organizer for funding cash flow to pay for operating expenses. (See discussions below). For the period from inception to December 31, 2020, the Company has generated no profit and has sustained losses aggregating \$458,421. The Company will likely incur additional losses prior to generating income and positive working capital from operations. These matters raise substantial concern about the Company’s ability to continue as a going concern (see Notes 8 and 9). During the next twelve months, the Company intends to fund its operations with funding from a campaign to sell Simple Agreements for Future Equity (SAFE instrument’s) (see Note 9). The Company is in the process of raising additional capital to fund continuing operations. These financial statements and related notes thereto do not include any adjustments that might result from these uncertainties.

The Company is considered an emerging growth company under Section 101(a) of the Jumpstart Business Act as it is an issuer that had total annual gross revenues of less than \$1 billion during its most recently completed fiscal period. Because the Company is an emerging growth company, the Company has an exemption from Section 404(b) of Sarbanes-Oxley Act of 2002 and Section 14A(a) and (b) of the Securities Exchange Act of 1934. Under Section 404(b), the Company is exempt from the internal control assessment required by subsection (a) that requires each independent auditor that prepares or issues the audit report for the issuer shall attest to, and report on, the assessment made by the management of the issuer.

Through the Offering Circular included herein, the Company is offering SAFEs from a minimum of \$25,000 to \$1,000,000 units. Funds will be made immediately available to the Company once the Company raises a minimum of \$25,000 (“Minimum Offering”). Funds will be used for developing the product and for marketing the platform throughout the United States as well as for working capital.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America (“US GAAP”). The accompanying unaudited financial statements do not include all the information and notes required by GAAP for complete financial statements. In the opinion of management, all adjustments considered necessary for the fair presentation of the unaudited financial statements for the years presented have been included.

## Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make certain estimates and assumptions that affect the amounts reported in the financial statements and footnotes thereto. Actual results could materially differ from these estimates. It is reasonably possible that changes in estimates will occur in the near term.

Significant estimates inherent in the preparation of the accompanying financial statements include valuation of provision for refunds and chargebacks, equity transactions and contingencies.

## Risks and Uncertainties

The Company has a limited operating history. The Company's business and operations are sensitive to general business and economic conditions in the United States. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse conditions may include recession, downturn or otherwise, local competition or changes in consumer taste. These adverse conditions could affect the Company's financial condition and the results of its operations.

## Concentration of Credit Risk

The Company maintains its cash with a major financial institution located in the United States of America, which it believes to be credit worthy. The Federal Deposit Insurance Corporation insures balances up to \$250,000. At times, the Company may maintain balances in excess of the federally insured limits.

## Cash and Cash Equivalents

The Company considers short-term, highly liquid investment with original maturities of three months or less at the time of purchase to be cash equivalents. Cash consists of funds held in the Company's checking account. As of December 31, 2020, the Company had \$25,566 of cash on hand.

## Receivables and Credit Policy

Trade receivables from advertising customers are uncollateralized customer obligations due under normal trade terms, primarily requiring pre-payment before services are rendered. Trade receivables are stated at the amount billed to the customer. Payments of trade receivables are allocated to the specific invoices identified on the customer's remittance advice or, if unspecified, are applied to the earliest unpaid invoice. The Company, by policy, routinely assesses the financial strength of its customer. As a result, the Company believes that its accounts receivable credit risk exposure is limited and it has not experienced significant write-downs in its accounts receivable balances. As of December 31, 2020, the Company have \$1,052 accounts receivable.

## Intangible personal property

The Company reviews the carrying value of intangible personal property for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based on this assessment there was no impairment for December 31, 2020.

## Fair Value Measurements

Generally accepted accounting principles define fair value as the price that would be received to sell an asset or be paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price)

and such principles also establish a fair value hierarchy that prioritizes the inputs used to measure fair value using the following definitions (from highest to lowest priority):

- Level 1 – Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 – Observable inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data by correlation or other means.
- Level 3 – Prices or valuation techniques requiring inputs that are both significant to the fair value measurement and unobservable.

## Income Taxes

Income taxes are provided for the tax effects of transactions reporting in the financial statements and consist of taxes currently due plus deferred taxes related primarily to differences between the basis of receivables, inventory, property and equipment, intangible assets, and accrued expenses for financial and income tax reporting. The deferred tax assets and liabilities represent the future tax return consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

There is no income tax provision for the Company for the period from Inception through December 31, 2020 as the Company had no taxable income.

The Company evaluates its tax positions that have been taken or are expected to be taken on income tax returns to determine if an accrual is necessary for uncertain tax positions. As of December 31, 2020, the unrecognized tax benefits accrual was zero.

## Revenue Recognition

Effective January 1, 2019, the Company adopted Accounting Standards Codification 606, Revenue from Contracts with Customers ("ASC 606"). Revenue is recognized when performance obligations under the terms of the contracts with our customers are satisfied. Prior to the adoption of ASC 606, we recognized revenue when persuasive evidence of an arrangement existed, delivery of products had occurred, the sales price was fixed or determinable and collectability was reasonably assured.

The Company generates revenue through their global network and merchandise sales, which connects users globally, creates software, create trips and other events and other essential adventure resources. For years ending December 31, 2020 and 2019, the Company recognized \$856,265 and \$491,991 in revenue respectively.

## Organizational Costs

In accordance with FASB ASC 720, organizational costs, including accounting fees, legal fee, and costs of incorporation, are expensed as incurred. However, due to continuing value generated therein, certain costs totaling \$4,000 have been capitalized and are being amortized over a five-year period.

## Marketing expenses

The Company expenses marketing costs as they are incurred. Such costs approximated \$54,518 and \$111,470 respectively, for the years ended December 31, 2020 and 2019.

## Deferred Cash Compensation

Deferred cash compensation expense reflects the fair value of equity-based awards that have vested at the end of the reporting period and is remeasured at the end of every reporting period. See discussion below.

#### Recent Accounting Pronouncements

In February 2019, FASB issued ASU No. 2016-02, Leases, that requires organizations that lease assets, referred to as "lessees", to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases with lease terms of more than 12 months. ASU 2019-02 will also require disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases and will include qualitative and quantitative requirements. The new standard for nonpublic entities will be effective for fiscal years beginning after December 15, 2020, and interim periods within those fiscal years, and early application is permitted. We are currently evaluating the effect that the updated standard will have on the financial statements and related disclosures.

In June 2018, FASB amended ASU No. 2018-07, Compensation – Stock Compensation, to expand the scope of Topic 718, Compensation – Stock Compensation, to include share-based payment transactions for acquiring goods and services from nonemployees. The new standard for nonpublic entities will be effective for fiscal years beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2020, and early application is permitted. We are currently evaluating the effect that the updated standard will have on the financial statements and related disclosures.

In August 2018, amendments to existing accounting guidance were issued through Accounting Standards Update 2018-15 to clarify the accounting for implementation costs for cloud computing arrangements. The amendments specify that existing guidance for capitalizing implementation costs incurred to develop or obtain internal-use software also applies to implementation costs incurred in a hosting arrangement that is a service contract. The guidance is effective for fiscal years beginning after December 15, 2020, and interim periods within fiscal years beginning after December 15, 2021, and early application is permitted. We are currently evaluating the effect that the updated standard will have on the financial statements and related disclosures.

The FASB issues ASUs to amend the authoritative literature in ASC. There have been a number of ASUs to date, including those above, that amend the original text of ASC. Management believes that those issued to date either (i) provide supplemental guidance, (ii) are technical corrections, (iii) are not applicable to us or (iv) are not expected to have a significant impact on our financial statements.

#### NOTE 3 – INCOME TAXES

The Company has filed its income tax returns for the period the two years ended December 31, 2020, which will remain subject to examination by the Internal Revenue Service under the statute of limitations for a period of three years from the date it is filed. The Company is taxed as a standard C Corporation.

Certain timing differences may exist as to the accounting method applied for organization expenses and the development of software application, between capitalizing or expensing such costs. Deferred income taxes may arise as a result of the timing differences.

#### NOTE 4 – SIMPLE AGREEMENTS FOR FUTURE EQUITY

As of December 31, 2020 and 2019, the Company sold Simple Agreements for Future Equity (SAFE's) totaling \$1,145,000 and \$80,000 respectively. The SAFE instruments can be converted into capital stock based upon certain formula related to future equity financing. 2020 SAFEs totaling \$1,000,000 were issued to the company's founder in exchange for asset acquisition (see Note 5).

Upon each future equity financing ("Equity Financing"), of not less than \$1,000,000, the Company will notify the investors of the SAFE's. The Company has a discretionary decision to either (1) continue the term of this Crowd SAFE without converting the Purchase Amount to Capital Stock; or (2) issue to the Investor a number of shares of the CF Shadow Series of the Capital Stock (whether Preferred Stock or another class issued by the Company) sold in the First Equity Financing. The number of shares of the CF Shadow Series of such Capital Stock shall equal the

quotient obtained by dividing (x) the Purchase Amount by (y) the First Equity Financing Price (as defined in Form C, Exhibit C herein). For rights and obligations of CF Shadow Series, see Form C Exhibit C.

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

The SAFEs may be convertible into common stock, preferred stock or safe preferred stock. Upon an Equity Financing or a conversion event, the number of shares of capital stock to be issued shall be equal to the greater of the valuation cap divided by the fully diluted capitalization price per share of capital stock sold during an Equity Financing (“Conversion Price”). SAFE capital stock are securities identical to those issued in the Equity Financing except that the per share liquidation preference, the initial conversion price, and the dividend rights will be based upon the Conversion Price. See Form C, Exhibit C.

In the event the Company decides to exercise the conversion right, the Company will convert the Securities into equity securities that are materially different from the equity securities being issued to new investors at the time of conversion in many ways, including, but not limited to, liquidation preferences, dividend rights, or anti-dilution protection. Additionally, any equity securities issued at the First Equity Financing Price (as defined in the Crowd SAFE agreement) shall have only such preferences, rights, and protections in proportion to the First Equity Financing Price and not in proportion to the price per share paid by new investors receiving the equity securities. Upon conversion of the Securities, the Company may not provide the holders of such Securities with the same rights, preferences, protections, and other benefits or privileges provided to other investors of the Company.

#### NOTE 5 – RELATED PARTY TRANSACTION

As discussed above, the Company purchased certain net assets from a Company shareholder and former sole proprietor and affiliate of the Company having a net asset value of \$1,000,000. The assets purchased include intellectual property, inventory, fixed assets, website, software platform, customer lists and sales channels.

#### NOTE 6 – EQUITY

Pursuant to the Restated Certificate of Incorporation dated on or about June 1, 2021, the Company increased the authorized common share of the Company to 100,000,000 shares of common stock at \$0.0001 par value. See also Note 4 above regarding the sale of SAFE’s.

##### Common Stock

The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and privileges of the holders of the Preferred Stock set forth in the Restated Certificate. The holders of Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders. The number of authorized shares of Common Stock may be increased or decreased by the affirmative vote of the holders of shares of capital stock of the Company representing a majority of the votes represented by all outstanding share of capital stock of the Company entitled to vote. There is no cumulative voting. The organizers and founders have been authorized 1,500 and issued 1,500 shares of common stock and an additional 10,000,000 shares in exchange for the purchase of net assets from a sole proprietorship owned and operated by a majority shareholder and owner of the Company

#### NOTE 7 – COMMITMENTS AND CONTINGENCIES

The Company is not currently involved with and does not know of any pending or threatening litigation against the Company as of December 31, 2020.

As of December 31, 2020, the Company has not entered into a lease for space.

#### COVID-19

In January 2020, the World Health Organization has declared the outbreak of a novel coronavirus (COVID-19) as a “Public Health Emergency of International Concern,” which continues to spread throughout the world and has adversely impacted global commercial activity and contributed to significant declines and volatility in financial markets. The coronavirus outbreak and government responses are creating disruption in global supply chains and adversely impacting many industries. The outbreak could have a continued material adverse impact on economic and market conditions and trigger a period of global economic slowdown. The rapid development and fluidity of this situation precludes any prediction as to the ultimate material adverse impact of the coronavirus outbreak. Nevertheless, the outbreak presents uncertainty and risk with respect to the Company, its performance, and its financial results.

#### NOTE 8– GOING CONCERN

These financial statements are prepared on a going concern basis. The Company began operation in 2018. For the period from inception through December 31, 2020, the Company has incurred losses totaling \$458,421. The Company’s ability to continue is dependent upon management’s plan to raise additional funds and achieve profitable operations. The financial statements do not include any adjustments that might be necessary if the Company is not able to continue as a going concern.

#### NOTE 9 – SUBSEQUENT EVENTS

The Crowdfunded Offering is being made through OpenDeal Portal LLC (the “Intermediary” aka “Republic” or “Republic.co”). In addition to a contingent surcharge based upon the need to make certain material changes to the Offering, the Intermediary will be entitled to receive the following fees and commissions:

Offering Fees means (I) all fees incurred by Republic on behalf of the Company, with the Company’s prior approval and (II) all Surcharges (as defined) incurred by the Company, for the avoidance of doubt, all fees associated with the use of the Escrow Agent and any credit card processors

Republic Commissions means (I) cash Proceeds equal to 6.0% of the amount raised by the Company from the Successful Offering and (II) securities interest equal to 2.0% of the total Securities issued as part of such Successful Offering, which securities interest shall be issued pursuant to Section 4(a)(2) of the Act (for clarity, this means that if \$100,000 of Securities are sold, Republic is due a \$6,000 cash commission and a Securities instrument with a face value of \$2,000, under the same terms and conditions as the other Securities sold in the Successful Offering, not 2.0% of the company).

Republic commissions on the funds successfully raised and offering fees of 6% commission fee and 2% of the securities issued in this offering.

#### Management’s Evaluation

Management has evaluated subsequent events through August 16, 2021, the date the financial statements were available to be issued. Based on this evaluation, no additional material events were identified which require adjustment or disclosure in the financial statements.

## **EXHIBIT B**

*Offering Page found on Intermediary's Portal.*

**Company  
Name**

Overland Bound

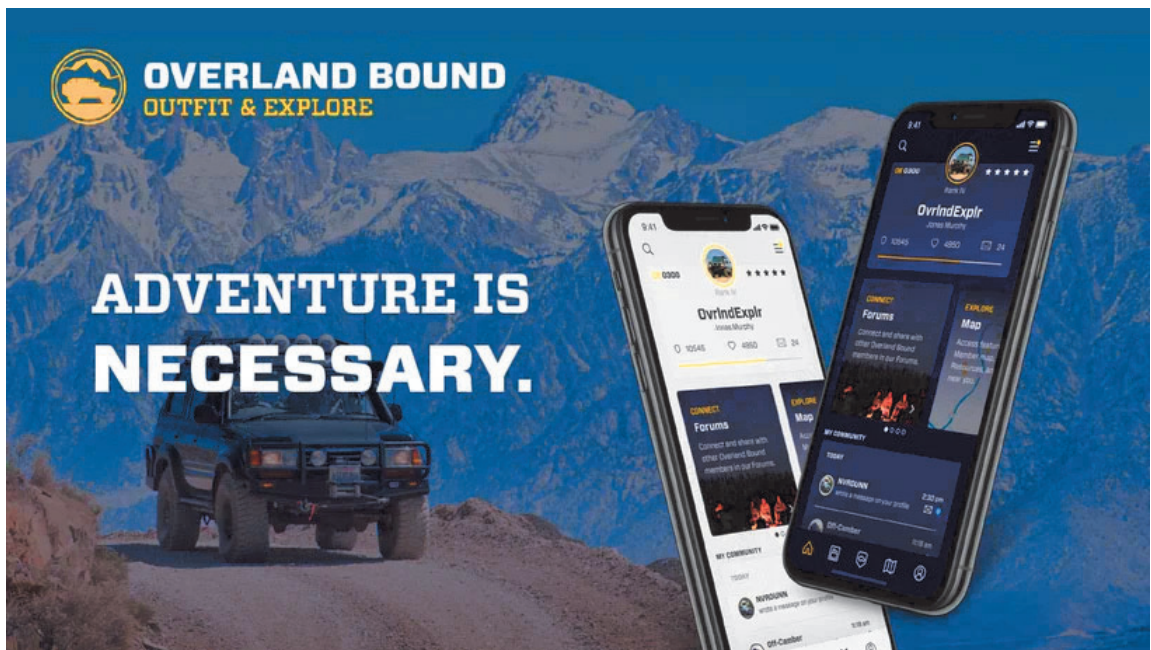
**Logo**



**Headline**

Making travel off the beaten path easy for everyone

**Hero  
Image**



**Tags**

Eco, Retail, Travel, B2C, B2B, SAAS, \$500K+ revenue, Coming soon, Startups

**Pitch  
text**

**Summary**

- Platform for vehicle-based adventure beyond the beaten path
- Grew revenue 74% in 2020 to \$856K, with total revenue of \$3M+
- \$130K in recurring revenue & growing since product launch, as of Sept 2021
- Product combines community, planning, mapping and navigation all-in-one
- Founders experienced in SaaS production, marketing, and tech scaling
- Chosen platform for The Bronco Nation community launch

## Problem

# Where's the all-in-one solution for adventurers traveling off the beaten path?

**Adventure travel is more than just mapping.** Current outdoor navigation products do not offer the planning tools, community support, and map resources required to safely explore remote destinations.



These existing products offer either maps **or** trip planning. They also **lack community** and social network tools, making it difficult for adventurers to build a support network—and to safely access the wide range of experiences, trips, and destinations these networks offer.

Travelers typically use numerous apps and often-**outdated data** sources to plan their road trips and off-road trips. This is time consuming and **can be dangerous**.

## Solution

# A platform with everything needed for explorers to Connect, Plan, and Go

Overland Bound is an **all-in-one adventuring platform** that functions as a social network, trip planner, resource map, and navigation tool for explorers. **Our mission is to improve people's lives one adventure at a time**, and make vehicle-dependent travel (overlanding) as **accessible and safe** as possible.

# The **Overland Bound One** App



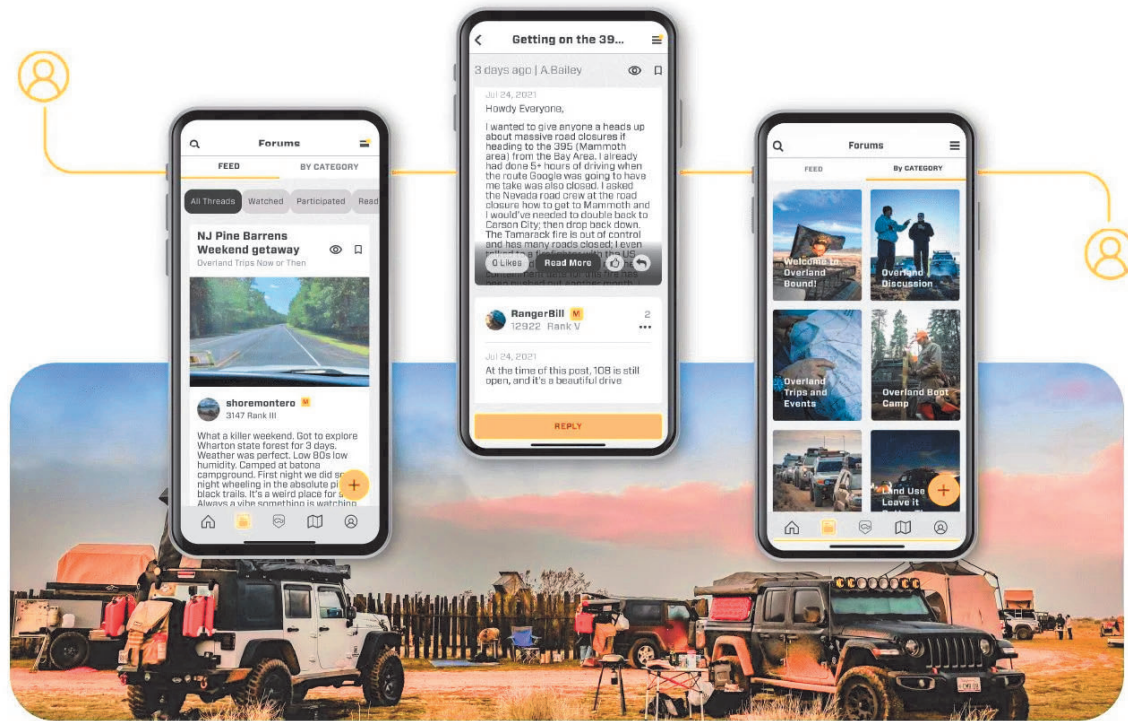
## Product

### **A global community united by a love for travel**

The foundation of **Overland Bound One** is community. It is built on three distinct pillars:



## **1. CONNECT**



Social network features are integrated seamlessly across the platform, and include forums, messaging, DMs, help requests, and social feeds.



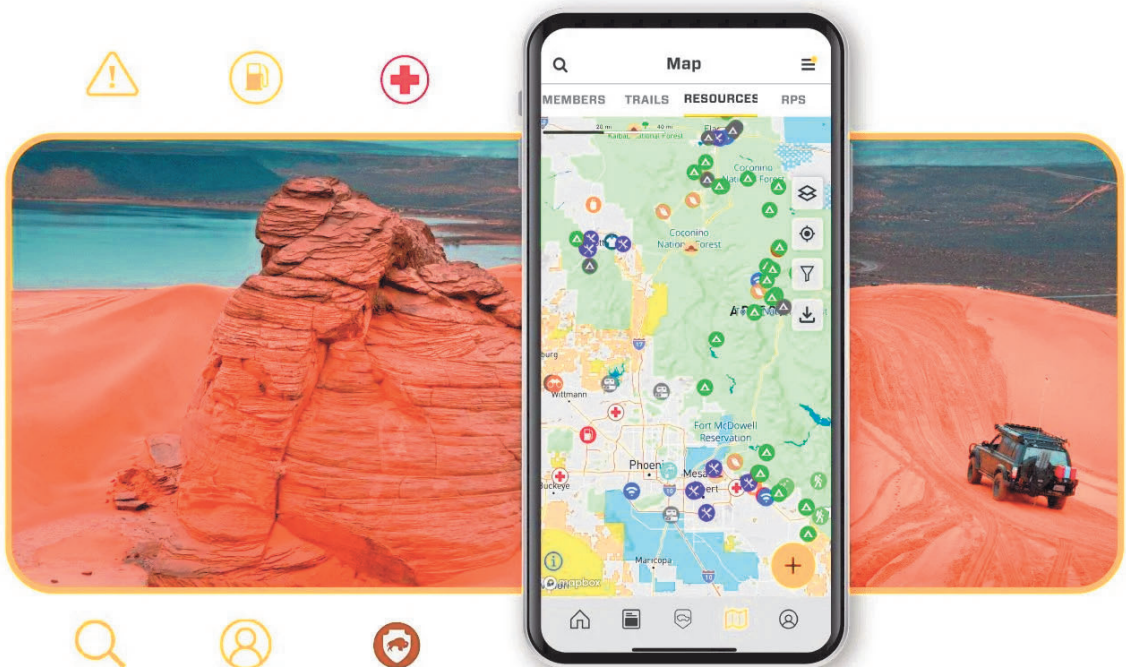
## 2. PLAN



Either solo or as a crew, plan your trip, a meetup, or an online hangout with Rally Point. Invite other Members in your area.



## 3. GO



The **Resource Map** is filled with thousands of points of interest related to vehicle-dependent travel—added, reviewed and updated continuously by our community.

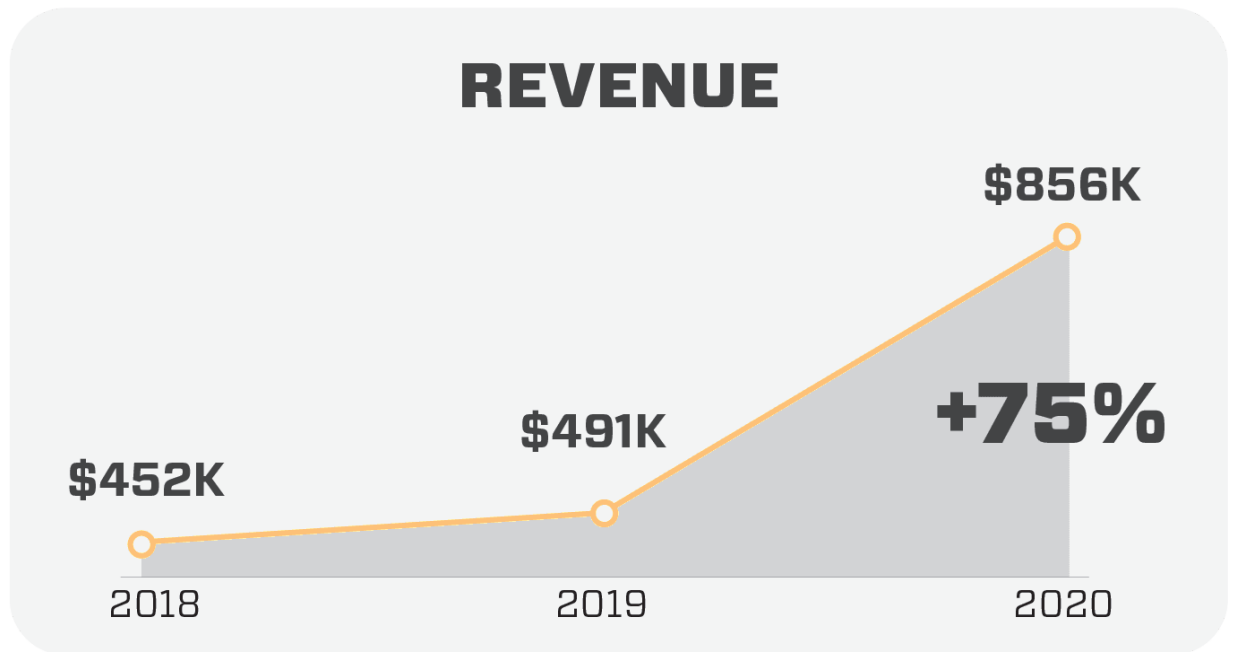
**Expedition Tier** members have access to offline mode, map downloads, track recording, and more advanced mapping tools required to **go farther and do more**.

## Traction

### Launch of SaaS platform contributes to 75% revenue growth in 2020

Overland Bound has seen massive momentum since launch.

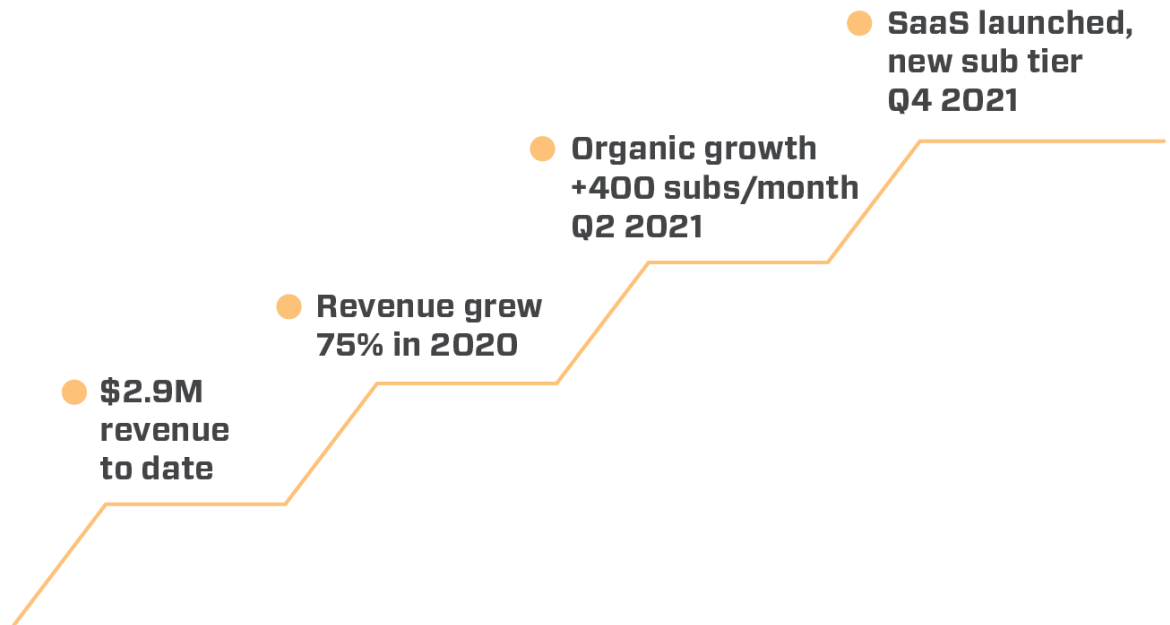
**We grew our revenue 75% in 2020 to \$856K, bringing our total revenue to date to \$2.9M.**



- All sales to date have been organic.
- We have a direct social reach of 688K.

The **Overland Bound One** app is currently LIVE and capturing recurring revenue of **\$130K annually and growing**.

# UPWARD MOMENTUM



**\$3M**

REVENUE TO DATE

**30K**

PAID MEMBERS

**\$10K**

NEW ORGANIC SUBSCRIBERS  
PER MONTH

---

**<3% CHURN ON NEW SUBSCRIPTION BUSINESS**

# OVERLAND BOUND PROOF

## OUTFIT & EXPLORE

Jackson Dawson chose the Overland Bound platform to launch the “Bronco Nation” Community.

The “Bronco Nation” is the only Bronco community officially recognized by Ford.



Enhancing revenue, the Overland Gear Store which launched in late 2020, provides major discounts to Members on select gear and accessories.

Since launch, our returning retail gear customer rate is 34%—an 85% increase over 2020 as of Q3 2021.

### Customers

## Have truck, will travel

Founded to **make adventure accessible to everyone**, it doesn't matter what you drive. Overlanding—and Overland Bound—is for everyone.

**Male 70%**

**Female 30%**

Last year, adventure capable SUVs, Crossovers, and Light Trucks were **60% of all light vehicles sold**.

**Overland Bound is for all SUV and light truck owners seeking outdoor adventure.**

“



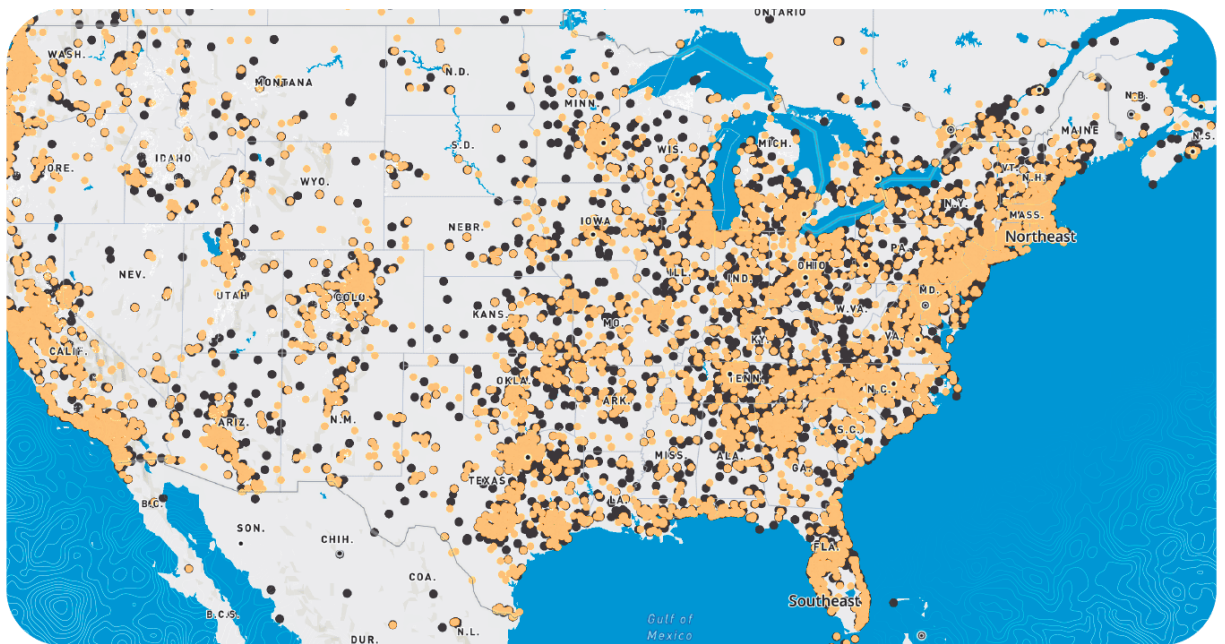
## SEAMLESS AND EASY TO USE.

Really great job with the app. Integrates with the site simply and effective. No frustrations at all. Would be great if all apps were this well thought out. The content is great and the crowd is engaged. Nice work!

—Tobyjefe

”

We have an active and engaged global community dedicated to sharing their experiences, and supporting adventurers new and old in every way possible.



Map of Overland Bound Members in the United States.



### Business Model

## \$2.9M revenue to date with freemium SaaS + retail model

Overland Bound employs a freemium model with multiple subscription tiers. The Adventure tier is **\$30/year**, and the **Expedition tier** will be launched in Q4 of this year.

**SIGN UP FOR FREE - CHOOSE A TIER FOR FULL SERVICE**

REGISTERED

**FREE**

**ALWAYS**

ADVENTURE

**\$30**

**PER YEAR**

EXPEDITION

**\$TBD**

**PER YEAR**

**EXPEDITION TIER TO BE LAUNCHED Q4 2021**

## SUBSCRIPTION TIERS (SIMPLIFIED)

	PILLAR	FREE	MEMBER \$30	EXPEDITION \$70
SOCIAL FEED	CONNECT	▪	▪	▪
PLANNERS	PLAN	▪	▪	▪
EVENTS	GO	▪	▪	▪
MESSAGING	CONNECT	▪	▪	▪
APPS	CONNECT	▪	▪	▪
CREATE EVENTS	PLAN		▪	▪
RESOURCE MAPS	PLAN		▪	▪
SOS	CONNECT		▪	▪
OFFLINE MAPS	GO			▪
OFF GRID NAVIGATION	GO			▪
RECORD/SHARE TRAILS	GO			▪
CREW TRACKING	CONNECT			▪

### Increased engagement through customer lifecycle



Multiple service tiers offer **increasing value** as member-customers **engage more deeply** with the community and **travel further**.

The Overland Bound store provides **select and proven equipment** in the adventure travel space.

Our diverse revenue is part of a long-term engagement cycle providing software, community, and trusted gear to get outside.

**We never stop building** for our community, and will expand services to continue engagement.

## Market

### Growing 25M SOM in North America

Overland Bound operates in the fast-growing overlanding market, driven by **unprecedented growth in SUV sales** and outdoor recreation enthusiasts. Vehicle-based recreation is one of the **largest activity within conventional Outdoor Recreation**, representing \$30B of gross output.

**Our specific target market is the growing intersection of Campers/SUV/Light Truck Owners.**

## MARKET SIZE \$30B

### SUV Growth as Percent of Light Vehicle Sales:

**2013 15%**

**2018 35%**

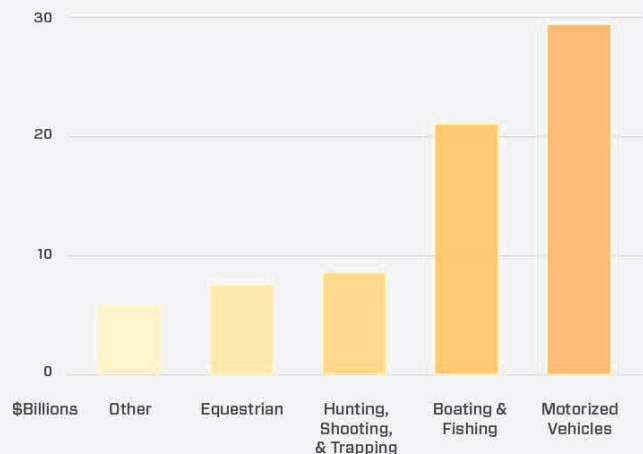
**2020 60%**

### Motorized Vehicles

Largest activity within  
**Conventional Outdoor Recreation**  
in 2019 accounted for

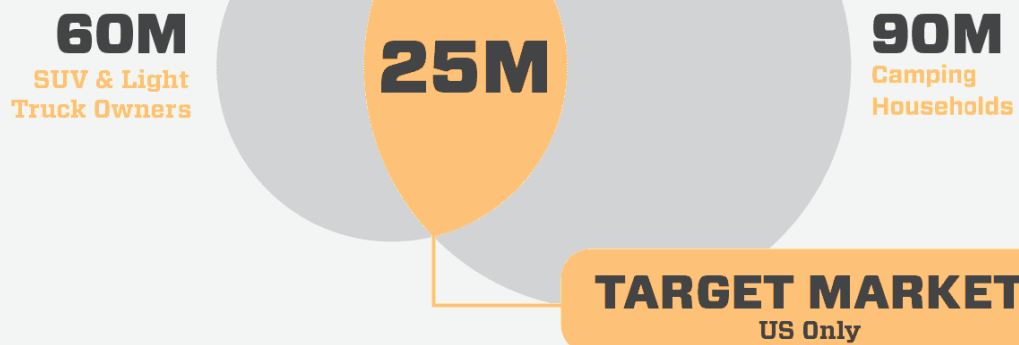
**\$30 Billion**

Gross Output for Selected Conventional Outdoor Recreation Activities (2016)



Sources: U.S. Dept. Interior, Outdoor Foundation, LMC Automotive Research, U.S. Dept. of Commerce.

# MARKET SWEET SPOT



- Last year, **60% of all light vehicle sales were adventure-capable SUVs and trucks.**
- In **2020**, there were more than **94.5M camper households** throughout North America.
- **10.1M households in 2020 camped for the first-time.**
- Since 2014, **those who camp three or more times a year has increased over 72%.**

## Competition

### Our unfair advantage

With a built-in community of over **70,000** adventurers and a direct **social reach of 700k**, Overland Bound is providing everything a traveler needs to ensure safe and rewarding adventure travel. **Beyond just mapping**, our community and social networking tools are built into our platform—not bolted on as an afterthought.

**We are taking adventure travel to the next level by providing social, planning, mapping, and navigation features in one app.**

# OVERLAND BOUND'S UNFAIR ADVANTAGE

- |                               |                               |
|-------------------------------|-------------------------------|
| ✓ <b>Passionate community</b> | ✓ <b>Brand partners</b>       |
| ✓ <b>Strength of brand</b>    | ✓ <b>Massive scale XP</b>     |
| ✓ <b>All-in-one solution</b>  | ✓ <b>SaaS prod and biz XP</b> |
| ✓ <b>Social at our core</b>   | ✓ <b>B2B neg churn ready</b>  |
| ✓ <b>Multi-platform</b>       | ✓ <b>Growing revenue</b>      |

1. **Community** and **Social Network** at our core, going beyond traditional mapping and navigation utilities.
2. Leaders with **P&L ownership for software teams generating \$250M+** in annual revenue.
3. Many years of experience together, **releasing live software weekly** and iterating rapidly to improve.
4. The platform is built from the ground up as a **B2B white-label solution** currently powering "The Bronco Nation".
5. Background in building social applications with **20M+ monthly active users**.
6. Available on web, iOS, and Android platforms, enabled by **server-authoritative architecture**.
7. Strong brand and **social network presence** lowers **blended** (paid and organic) **user acquisition costs**.

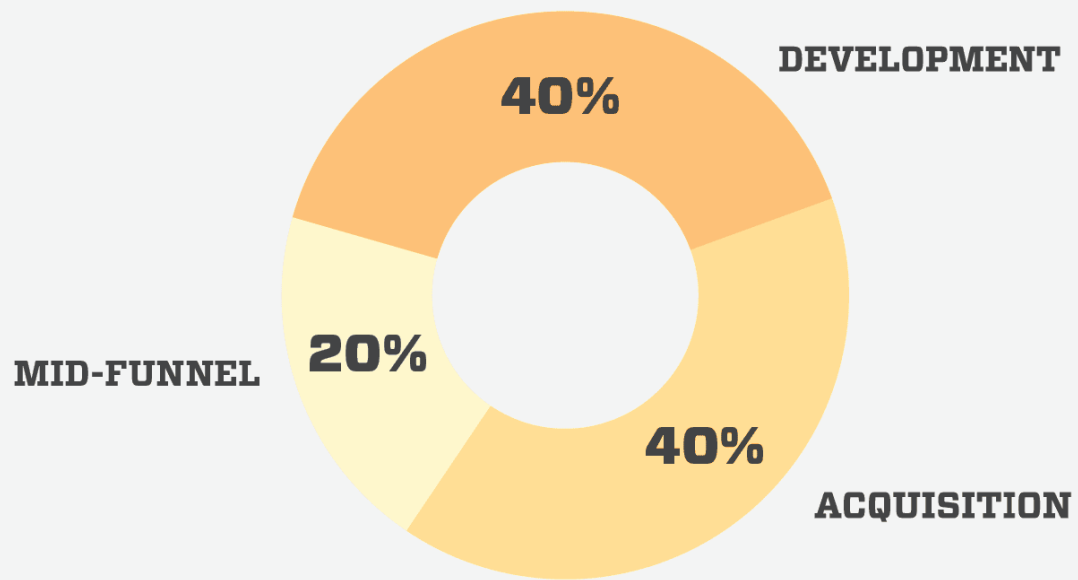
## Vision

### Become the global standard for vehicle-based adventure

Overland Bound intends to establish ourselves as the **foremost global platform for adventure in the great outdoors**. With your investment, we will launch the Expedition tier, increase our marketing campaigns to bring on more users, increase our brand recognition, and ensure that **Overland Bound is synonymous with adventure travel**.

Investment will be used to complete our higher Expedition Tier, enhance onboarding and mid-funnel user experience, and validate paid user acquisition.

# INVESTMENT



## Investors

### Validated investment opportunity

Overland Bound has gone through **one prior Friends & Family round**, where we raised to support the development of our platform—including building out our social features, mapping, and resource-sharing technology. **We exceeded all goals.**

We're operating in the outdoor recreation market, with validated opportunities for companies offering a third of our platform's capabilities.

# VALIDATED OPPORTUNITY IN OUTDOOR RECREATION



**Outdoorsy, the ‘Airbnb of RVs,’  
rolls up \$25M in fresh funding.”**

—TechCrunch

**“Andreessen Horowitz values  
camping business Hipcamp at  
\$127M.”**

—TechCrunch

**“AutoCamp Raises \$115M for Glamping.”**

—Skift

**“Investors eye the great outdoors  
as Americans go glamping.”**

—Venture Capital Journal

**“onX has closed a \$20.3 million Series  
A round led by Summit Partners”**

—TechCrunch



**Founders**



Michael grew up in a town of 360 people along the Van Duzen River. His father worked in fire lookouts for the Forest Service. Outdoor adventure was a way of life.

Michael left the sticks for a career in software development in the fast-paced environment of Silicon Valley. It was fine.

After a series of devastating life-altering events, he sold his fancy car, bought a trusty Land Cruiser, and ran back to the mountains. It saved his life.

With the determination to make outdoor adventure accessible to everyone, he started a blog and jotted down some Founding Principles. People agreed, and the community grew quickly.

Finding poor resources for the rapidly growing overland community, he decided to build better tools.

## Team



Michael  
Murguia

CEO -  
Founder

20+ year SaaS career. P&L owner of +\$100MM Annual revenue. Analytics driven product and user acquisition leadership.



Corrie  
Murguia

CMO Co-  
Founder

Marketing leader for both B2B and B2C startups. Back-to-back spots on the Inc 500 (#181 & #81). Retail B2C Operations



Steve  
Wetherill

CTO Co-  
Founder

CTO and VP 35+ years. Chief architect of +20MM monthly active user platforms. Product focused engineering solutions



Mike  
Johnston

Business  
Development  
Advisor

## Perks

**\$150**

Thank you note with campaign exclusive sticker

**\$300**

Thank you note with campaign exclusive sticker and patch

**\$500**

Thank you note with campaign exclusive sticker and patch Lifetime Adventure Tier access Solid metal vehicle emblem with member number

**\$1,000**

Thank you note with campaign exclusive sticker and patch Investor profile badge in app and on website Lifetime Adventure tier access Solid metal vehicle emblem

**\$2,500**

Thank you note with campaign exclusive sticker and patch Investor profile badge in app and on website Lifetime Adventure tier access Two solid metal vehicle emblem with member number

**\$5,000**

Thank you note with campaign exclusive sticker and patch Investor profile badge in app and on website Lifetime Adventure tier access Expedition tier early access Expedition tier 1 year access Two solid metal vehicle emblem with member number

**\$10,000**

Thank you note with campaign exclusive sticker and patch Investor profile badge in app and on website Lifetime Adventure tier access Expedition tier early access Lifetime Expedition tier access Two solid metal vehicle emblem with member number

**\$25,000**

Thank you note with campaign exclusive sticker and patch Video Call with Michael and Corrie Investor profile badge in app and on website Lifetime Adventure tier access Expedition tier early access Lifetime Expedition tier access Two solid metal vehicle emblem with member number

## FAQ

<b>How do I earn a return?</b>	We are using Republic's Crowd SAFE security. Learn how this translates into a return on investment here.
<b>What must I do to receive my equity or cash in the event of the conversion of my Crowd SAFE?</b>	<p>Suppose the Company converts the Crowd SAFE as a result of an equity financing. In that case, you must open a custodial account with the custodian and sign subscription documentation to receive the equity securities. The Company will notify you of the conversion trigger, and you must complete necessary documentation within 30 days of such notice. If you do not complete the required documentation with that time frame, you will only be able to receive an amount of cash equal to (or less in some circumstances) your investment amount. Unclaimed cash will be subject to relevant escheatment laws. For more information, see the Crowd SAFE for this offering.</p> <p>If the conversion of the Crowd SAFE is triggered as a result of a Liquidity Event (e.g. M&amp;A or an IPO), then you will be required to select between receiving a cash payment (equal to your investment amount or a lesser amount) or equity. You are required to make your selection (and complete any relevant documentation) within 30 days of such receiving notice from the Company of the conversion trigger, otherwise you will receive the cash payment option, which will be subject to relevant escheatment laws. The equity consideration varies depending on whether the Liquidity Event occurs before or after an equity financing. For more information, see the Crowd SAFE for this offering.</p>
<b>Your product is live. How is it doing?</b>	Extremely well. We began our soft launch last year, and have over \$130,000 in reoccurring revenue currently and this grows daily. Our churn rate, the rate people unsubscribe, is very low at less than 3%. Day 3 retention is 'average'. We can increase day 3 retention with focus on on-boarding. We currently have none. Day 20 retention is way above average, meaning once people use the app - it provides significant value. Our user acquisition cost for install is \$1.10, which is good. Part of this next phase will be to see how that cost scales with larger ad spend.
<b>You mention multiple revenue streams. What's the split?</b>	Yes, basically we have SaaS (our primary business), retail sales, ad, and B2B white-label royalty revenue. The primary contributors are retail at 60%, SaaS at 30%, and all else 10%. Our business model is to increase SaaS and B2B revenue to at least 70% of all revenue.
<b>Who are your primary competitors?</b>	The closest comparable companies are in the Mapping and Navigation space. In this space you have Gaia, OnX, and could include Garmin. The primary differentiator with Overland Bound is that we are at our core, an adventure social network. This is a hard thing to build from both a technology and knowledge perspective. We also include trip and event planning, with a large amount of platform content created and curated by our community. To distill this opportunity down, supporters are investing in our ability to scale this all-in-one solution first. We believe its inevitable for platforms to go in this direction eventually. We're already there.
<b>You mention a 'negative churn strategy'. What's that?</b>	This is referring to our B2B business. With the experience of our CTO Steve Wetherill, the Overland Bound One platform has been built from the ground up as a white label solution, meaning any company, brand, or influencer can launch their own vehicle-based community including a web presence, iOS, and Android apps, and retail store. We have successfully done this with our first B2B client by launching the Bronco Nation app and web community.

<p><b>Can you provide more detail on 40/40/20 Investment use split?</b></p>	<p>Yes. Approximately 40% of proceeds will be spent on revenue enhancing features like our Expedition Tier, which provides offline functionality, downloadable maps, offline mode, and track recording for a higher subscription tier. Another 40 will be used for user acquisition. Currently, paid acquisition is a remarkable \$1.10 per install, but we know that will not scale, which is typical of all SaaS mobile platforms. We will use the proceed to optimize user acquisition at scale to achieve a lifetime value greater than the cost of acquisition. The remaining 20 will be spent on 'Mid-Funnel' feature development. This is on-boarding, tutorials, info screens, achievements, and other quality of life features and improvements which will increase our early retention. 20 day retention is already great.</p>
<p><b>What are Overland Bounds 18 Month goals?</b></p>	<p>For the SaaS business, the simply stated goal is for SaaS revenue to achieve over 50% of total revenue (including B2B), and for our user acquisition cost to be less than lifetime value.</p> <p>We have many non-business metric goals that will be achieved through our business success, including our continued dedication to land use education, and collaboration with the US Forest Service and other agencies to clean up our public lands.</p>
<p><b>What are Overland Bound's 3 year goals?</b></p>	<p>Pending answer.</p>
<p><b>How did Covid-19 affect Overland Bound</b></p>	<p>The largest negative impact to Overland Bound is supply chain issues affecting all manufacturing. Many of the products available to sell through our retail channels in 2020 are simply not available in 2021. This has the affect of reducing top-line revenue significantly, but our SaaS business has not been affected. More people than ever are seeking alternative ways to vacation, and outdoor adventure travel is popular. With growing SaaS revenue, our overall cash on hand has not been impacted significantly.</p>

**EXHIBIT C**

*Form of Security*

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

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

**Overland Bound Inc**

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

**Series 2021**

THIS CERTIFIES THAT in exchange for the payment by [Investor Name] (the “**Investor**”, and together with all other Series 2021 Crowd SAFE holders, “**Investors**”) of \$[ ] (the “**Purchase Amount**”) on or about [Date of Crowd SAFE], Overland Bound Inc, a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s Capital Stock (defined below), subject to the terms set forth below.

The “**Discount**” is 10%.

The “**Valuation Cap**” is \$10,000,000.

See Section 2 for certain additional defined terms.

**1. Events**

(a) **Equity Financing.**

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

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

(iii) If the Investor fails to complete, execute and deliver any reasonable or necessary information and documentation requested by the Company or the Intermediary in order to effect the conversion of this Crowd SAFE, as contemplated in this Section 1(a), within thirty (30) calendar days of receipt of notice (whether actual or constructive) from the Company of the closing of the First Equity Financing, or Subsequent Equity Financing, as applicable, and of the Company’s decision to convert this Crowd Safe to Capital Stock, then the Investor shall only be eligible to receive a cash payment equal to the Purchase Amount (or a lesser amount as described below), and the Company shall keep a record of the cash payment that the Investor is entitled to claim; provided, that any unclaimed cash payment amount shall be subject to applicable state escheatment laws. If there are not enough funds to pay the Investor and holders of other Crowd SAFEs that failed to act as required herein (collectively, the “**Cash-Default Investors**”) in full, then all of the Company’s available funds will be allocated with equal priority and pro rata among the Cash-Default Investors to claim in proportion to their Purchase Amounts.

(b) **Liquidity Event.**

(i) If there is a Liquidity Event before the termination of this instrument and before any Equity Financing, the Investor must select, at its option, within thirty (30) days of receiving notice (whether actual or constructive), either (1) to receive a cash payment equal to the Purchase Amount (or a lesser amount as described below) or (2) to receive from the Company a number of shares of Common Stock equal to the Purchase Amount (or a lesser amount as described below) divided by the Liquidity Price.

(ii) If there is a Liquidity Event after one or more Equity Financings have occurred but before the termination of this instrument, the Investor must select, at its option, within thirty (30) days of receiving notice (whether actual or constructive), either (1) to receive a cash payment equal to the Purchase Amount (or a lesser amount as described below) or (2) to receive from the Company a number of shares of the most recent issued Capital Stock (whether Preferred Stock or another class issued by the Company) equal to the Purchase Amount divided by the First Equity Financing Price. Shares of Capital Stock granted in connection therewith shall have the same liquidation rights and preferences as the shares of Capital Stock issued in connection with the Company’s most recent Equity Financing.

(iii) If there are not enough funds to pay the Investor and holders of other Crowd SAFEs (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts. In connection with this Section 1(b), the Purchase Amount (or a lesser amount as described below) will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event.

Notwithstanding Sections 1(b)(i)(2) or 1(b)(ii)(2), if the Company’s board of directors determines in good faith that delivery of Capital Stock to the Investor pursuant to Section 1(b)(i)(2) or Section 1(b)(ii)(2) would violate applicable law, rule or regulation, then the Company shall deliver to Investor in

lieu thereof, a cash payment equal to the fair market value of such Capital Stock, as determined in good faith by the Company's board of directors.

If the Investor fails to (i) complete, execute and deliver any reasonable or necessary information and documentation requested by the Company or the Intermediary in order to effect the conversion of this Crowd SAFE or (ii) notify Company of its selection to receive the cash payment or shares of the most recently issued Capital Stock, as contemplated in this Section 1(b), within thirty (30) calendar days of receipt of notice (whether actual or constructive) from the Company of such Liquidity Event, then the Investor shall only be eligible to receive the cash payment option, and the Company shall keep a record of the cash payment contemplated in Section 1(b) that the Investor is entitled to claim; provided, that any unclaimed cash payment amount shall be subject to applicable state escheatment laws.

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

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

## **2. Definitions**

**"Capital Stock"** means the capital stock of the Company, including, without limitation, Common Stock and Preferred Stock.

**"CF Shadow Series"** shall mean a non-voting series of Capital Stock that is otherwise identical in all respects to the shares of Capital Stock (whether Preferred Stock or another class issued by the Company) issued in the relevant Equity Financing (e.g., if the Company sells Series A Preferred Stock in an Equity Financing, the Shadow Series would be Series A-CF Preferred Stock), except that:

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

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

**“Common Stock”** means common stock, par value \$0.0001 per share, of the Company.

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

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

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

**“Equity Financing”** shall mean the next sale (or series of related sales) by the Company of its Equity Securities to one or more third parties following the date of this instrument from which the Company receives gross proceeds of not less than \$2,000,000 cash or cash equivalent (excluding the conversion of any instruments convertible into or exercisable or exchangeable for Capital Stock, such as SAFEs or convertible promissory notes) with the principal purpose of raising capital.

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

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

**“Intermediary”** means OpenDeal Portal LLC, a registered securities crowdfunding portal CRD#283874, or a qualified successor.

**“IPO”** means: (A) the completion of an underwritten initial public offering of Capital Stock by the Company pursuant to: (I) a final prospectus for which a receipt is issued by a securities commission of the United States or of a province of Canada, or (II) a registration statement which has been filed with the United States Securities and Exchange Commission and is declared effective to enable the sale of Capital Stock by the Company to the public, which in each case results in such equity securities being listed and posted for trading or quoted on a recognized exchange; (B) the Company’s initial listing of its Capital Stock (other than shares of Capital Stock not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Company with the SEC that registers shares of existing capital stock of the Company for resale, as approved by the Company’s board of directors, where such listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services; or (C) the completion of a reverse merger or take-over whereby an entity (I) whose securities are listed and posted for trading or quoted on a recognized exchange, or (II) is a reporting issuer in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Capital Stock of the Company..

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

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

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

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

**“Preferred Stock”** means the preferred stock of the Company.

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

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

**“SAFE Price”** means the price per share equal to (x) the Valuation Cap divided by (y) the Fully Diluted Capitalization.

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

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

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

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

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

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

(f) The Company is (i) not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act, (ii) not an investment company as defined in Section 3 of the Investment Company Act of 1940 (the "**Investment Company Act**"), and is not excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act, (iii) not disqualified from selling securities under Rule 503(a) of Regulation CF, (iv) not barred from selling securities under Section 4(a)(6) of the Securities Act due to a failure to make timely annual report filings, (vi) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vii) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

(g) The Company has, or will shortly after the issuance of this instrument, engage a transfer agent registered with the U.S. Securities and Exchange Commission to act as the sole registrar and transfer agent for the Company with respect to the Crowd SAFE.

(h) The Company is (i) not required to file reports pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (the "**Exchange Act**"), (ii) not an investment company as defined in section 3 of the Investment Company Act of 1940, and is not excluded from the definition of investment company by section 3(b) or section 3(c) of such Act, (iii) not disqualified from selling securities under Rule

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

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

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

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

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

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

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

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

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

(h) The Investor is not (i) a citizen or resident of a geographic area in which the purchase or holding of the Crowd SAFE and the underlying securities is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. Investor hereby represents and agrees that if Investor's country of residence or other circumstances change such that the above representations are no longer accurate, Investor will immediately notify Company. Investor further represents and warrants that it will not knowingly sell or otherwise transfer any interest in the Crowd SAFE or the underlying securities to a party subject to U.S. or other applicable sanctions.

(i) If the Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation, subscription and payment for, and continued ownership of, its beneficial interest in the Crowd SAFE and the underlying securities will not violate any applicable securities or other laws of the Investor's jurisdiction, including (i) the legal requirements within its jurisdiction for the subscription and the purchase of its beneficial interest in the Crowd SAFE; (ii) any foreign exchange restrictions applicable to such subscription and purchase; (iii) any governmental or other consents that may need to be obtained; and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, conversion, redemption, sale, or transfer of its beneficial interest in the Crowd SAFE and the underlying securities. The Investor acknowledges that the Company has taken no action in foreign jurisdictions with respect to the Crowd SAFE (and the Investor's beneficial interest therein) and the underlying securities.

(j) If the Investor is a corporate entity: (i) such corporate entity is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to enter into this Crowd SAFE; (ii) the execution, delivery and performance by the Investor of the Crowd SAFE is within the power of the Investor and has been duly authorized by all necessary actions on the part of the Investor; (iii) to the knowledge of the Investor, it is not in violation of its current charter or bylaws, any material statute, rule or regulation applicable to the Investor; and (iv) the performance the Crowd SAFE does not and will not violate any material judgment, statute, rule or regulation applicable to the Investor; result in the acceleration of any material indenture or contract to which the Investor is a party or by which it is bound, or otherwise result in the creation or imposition of any lien upon the Purchase Amount.

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

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

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

(a) The Investor hereby agrees that during the Lock-up Period it will not, without the prior written consent of the managing underwriter: (A) lend; offer; pledge; sell; contract to sell; sell any option

or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such shares or any such securities are then owned by the Investor or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise.

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

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

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

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

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

(ii) The Investor shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition and, if reasonably requested by the Company, the Investor shall have furnished the Company

with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration of such shares under the Securities Act.

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

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

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

## **6. *Miscellaneous***

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

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

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

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

(e) Neither this instrument nor the rights contained herein may be assigned, by operation of

law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(g) All securities issued under this instrument may be issued in whole or fractional parts, in the Company's sole discretion.

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

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

(j) The parties acknowledge and agree that for United States federal and state income tax purposes this Crowd SAFE is, and at all times has been, intended to be characterized as stock, and more particularly as common stock for purposes of Sections 304, 305, 306, 354, 368, 1036 and 1202 of the Internal Revenue Code of 1986, as amended. Accordingly, the parties agree to treat this Crowd SAFE consistent with the foregoing intent for all United States federal and state income tax purposes (including, without limitation, on their respective tax returns or other informational statements).

(k) The Investor agrees any action contemplated by this Crowd SAFE and requested by the Company must be completed by the Investor within thirty (30) calendar days of receipt of the relevant notice (whether actual or constructive) to the Investor.

*(Signature page follows)*

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

**Overland Bound Inc**

By:

Name: Michael Murguia

Title: CEO

Address: 482 Lindbergh Avenue, Livermore, CA 94551

Email: michael@overlandbound.com

**INVESTOR:**

By:

Name:

## Exhibit A – CF Shadow Share Proxy

### Irrevocable Proxy

Reference is hereby made to a certain Crowdfunding Simple Agreement for Future Equity (the “**Crowd SAFE**”) dated [Date of Crowd SAFE] between Overland Bound Inc, a Delaware corporation (the “**Company**”) and [Investor Name] (“**Stockholder**”). Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Crowd SAFE. In connection with a conversion of Stockholder’s investment in the Crowd SAFE into Capital Stock of a CF Shadow Series (as defined in the Crowd SAFE) pursuant to the Crowd SAFE, the Stockholder and OpenDeal Portal LLC (the “**Intermediary**”) as another holder of Capital Stock of a CF Shadow Series hereby agree as follows:

#### 1) Grant of Irrevocable Proxy.

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

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

#### 3) Representations and Warranties. The Stockholder represents and warrants to the Intermediary as follows:

- a) The Stockholder has all the necessary rights, power and authority to execute, deliver and perform his obligations under this Irrevocable Proxy. This Irrevocable Proxy has been duly executed and delivered by the Stockholder and constitutes such Stockholder’s legal and valid obligation enforceable against the Stockholder in accordance with its terms.

- b) The Stockholder is the record owner of the Shares listed under the name on this Appendix A and the Stockholder has plenary voting and dispositive power with respect to such Shares; the Stockholder owns no other shares of the capital stock of the Company; there are no proxies, voting trusts or other agreements or understandings to which such Stockholder is a party or bound by and which expressly require that any of the Shares be voted in any specific manner other than pursuant to this irrevocable proxy; and the Stockholder has not entered into any agreement or arrangement inconsistent with this Irrevocable Proxy.
- 4) **Equitable Remedies.** The Stockholder acknowledges that irreparable damage would result if this Irrevocable Proxy is not specifically enforced and that, therefore, the rights and obligations of the Intermediary may be enforced by a decree of specific performance issued by arbitration pursuant to the Crowd SAFE, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, not be exclusive and shall be in addition to any other remedies that the Intermediary may otherwise have available.
- 5) **Defined Terms.** All terms defined in this Irrevocable Proxy shall have the meaning defined herein. All other terms will be interpreted in accordance with the Crowd SAFE.
- 6) **Amendment.** Any provision of this instrument may be amended, waived or modified only upon the written consent of the (i) the Stockholder and (ii) the Intermediary.
- 7) **Assignment.**
- a) In the event the Stockholder wishes to transfer, sell, hypothecate or otherwise assign any Shares, the Stockholder hereby agrees to require, as a condition of such action, that the counterparty or counterparties thereto must enter into a proxy agreement with the Intermediary substantially identical to this Irrevocable Proxy.
- b) The Intermediary may transfer its rights as Holder under this instrument after giving prior written notice to the Stockholder.
- 8) **Severability.** In the event any one or more of the terms or provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this instrument operate or would prospectively operate to invalidate this instrument, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this instrument and the remaining terms and provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

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

**INVESTOR:**

By:  
Name:  
  
Date

**INTERMEDIARY:**

By:  
Name: Authorized Signatory, OpenDeal Portal  
LLC d/b/a Republic  
Date

**EXHIBIT D**

*Video Transcript*

Last year, over 50% of all passenger vehicles sold were adventure-capable SUVs. That is up from 15% just a few short years ago. Our national parks are overrun, and you guys know those awesome campsites? They're booked well over a year in advance. Now, what if I told you guys, by driving just a little bit further down the old dirt road, you can find an epic location you never knew existed, one where reservations are never necessary, and the only cost is that we leave nature better than we found it.

Hi, I'm Michael, founder and CEO of Overland Bound. Our company was founded on the basic principle that adventure is necessary for everyone. We help people reconnect with nature through Overland adventure travel.

We all know 2020, it wasn't great. Now naturally, we see a lot more people, individuals and families rediscovering the great outdoors. Millions of people are returning to nature as a way to refresh, reconnect, and just reset.

The challenge is that adventuring off the beaten path can feel daunting. It's complex. Tools are antiquated, and right now, honestly, it's just overly technical. It can be really time consuming because you're consulting multiple websites and multiple different apps to plan properly. It's just hard to get all of the elements of adventure travel in one cohesive place.

That's why we created the Overland Bound One mobile app. It's one solution for all your adventure travel needs.

Once you decide to go a bit further, your requirements are more complex, but our mission is to improve lives. One adventure at a time. When you approach it from that perspective, you realize it has to be super easy to use, and you come up with some very innovative solutions. All adventure travelers need three things, you need to be able to connect with your community for local information and support. You need to be able to plan your adventure easily, and it's all about going.

You realize it's way more than just mapping. Let's look at those categories a bit more closely. Overland Bound is Community first founded on community. So every feature and tool in the application harnesses the real community connections, knowledge, and their support. Members of any skill level can plan their adventure, whether it's calculating gas costs or planning multiple destinations along a route.

Overland Bound one can help you explore the world around you with confidence, whether it's a weekend family getaway or you're going to be traveling months and months off grid. It also includes an innovative mapping and navigation solution that incorporates not only your turn by turn street nav but off grid navigation as well. And points of interest specifically catered to the adventure traveler. Whether that is water, that awesome campsite, an epic trailhead, or that one Ridge line spot that has WiFi, it's specifically catered for adventure travel.

Our business operates as a simple software, as a service, and we support any involvement level from once a year weekend adventure to the hardcore expedition Traveler. Anyone can download our app for

free or go and register on the website and gain access to a wealth of information within our global community. That might be a local trip or event plan by one of our members or one of our Trail Guardian events in partnership with the National Park Service, which is a great way for beginners to learn more about leaving it better than we found it. Our Adventure tier provides members with everything they need to connect, plan and go, and currently in development is our Expedition tier for members who want to go farther and do more.

Ideas are free. Execution is everything our software is currently live. Our founding team has built an scaled software businesses of this kind before. I have over 20 years of experience developing high visibility consumer products, and my last project generated over a hundred million dollars annually. Our CTO Steve Wetherill has built software platforms with tens of millions of monthly active users. Our background allows us to incorporate feedback iterate rapidly and deploy a new version of our software about every two weeks, allowing us to quickly outpace our competition.

This is the right product. The right team. Right now. Members worldwide are currently using our app and we're generating reoccurring revenue. With your investment, we'll give Overland Bound one the fuel it needs to launch our Expedition tier, expand our user acquisition efforts, and capture this opportunity.

I grew up in a small town along the Van Duzen River up in Northern California. I just grew up appreciating the value of community and the great outdoors. Adventure is necessary, but it requires the support of your community. That's why we're here offering the Overland Community and the folks here at Republic the opportunity to own a part of our company. We want to provide everyone with the opportunity to safely adventure beyond the paved roads and own a piece of the vision along the way.

We hope you'll join us on this epic journey.

**EXHIBIT E**

*Solicitation of Interest Communications*

**Company  
Name**

Overland Bound

**Logo**



**Headline**

Making travel off the beaten path easy for everyone

**Hero  
Image**



**Tags**

Eco, Retail, Travel, B2C, B2B, SAAS, \$500K+ revenue, Coming soon, Startups

**Pitch  
text**

**Summary**

- Platform for vehicle-based adventure beyond the beaten path
- Grew revenue 75% in 2020 to \$856K, with total revenue of \$2.9M
- \$130K in recurring revenue & growing since product launch, as of Sept 2021
- Product combines community, planning, mapping and navigation all-in-one
- Founders experienced in SaaS production, marketing, and tech scaling
- Chosen platform for the Ford Bronco Nation community launch

## Problem

# Where's the all-in-one solution for adventurers traveling off the beaten path?

**Adventure travel is more than just mapping.** Current outdoor navigation products do not offer the planning tools, community support, and map resources required to safely explore remote destinations.



These existing products offer either maps **or** trip planning. They also **lack community** and social network tools, making it difficult for adventurers to build a support network—and to safely access the wide range of experiences, trips, and destinations these networks offer.

Travelers typically use numerous apps and often-**outdated data** sources to plan their road trips and off-road trips. This is time consuming and **can be dangerous**.

## Solution

# A platform with everything needed for explorers to Connect, Plan, and Go

Overland Bound is an **all-in-one adventuring platform** that functions as a social network, trip planner, resource map, and navigation tool for explorers. **Our mission is to improve people's lives one adventure at a time**, and make vehicle-dependent travel (overlanding) as **accessible and safe** as possible.

# The **Overland Bound One** App



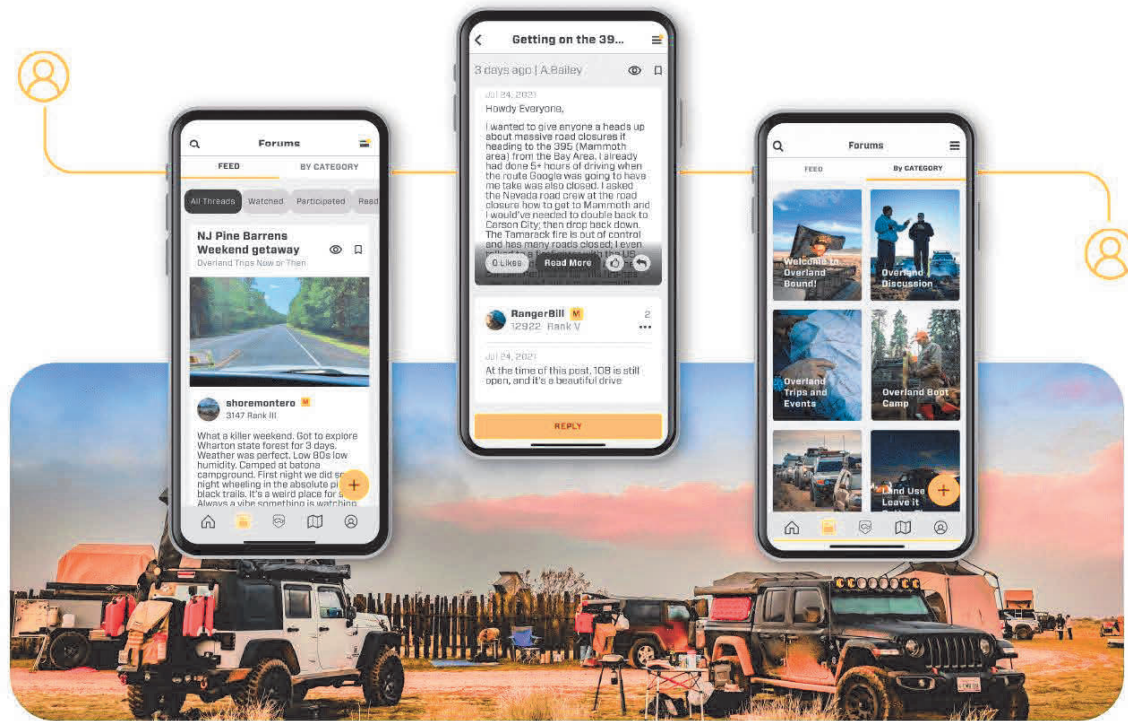
## Product

### **A global community united by a love for travel**

The foundation of **Overland Bound One** is community. It is built on three distinct pillars:



## **1. CONNECT**



Social network features are integrated seamlessly across the platform, and include forums, messaging, DMs, help requests, and social feeds.



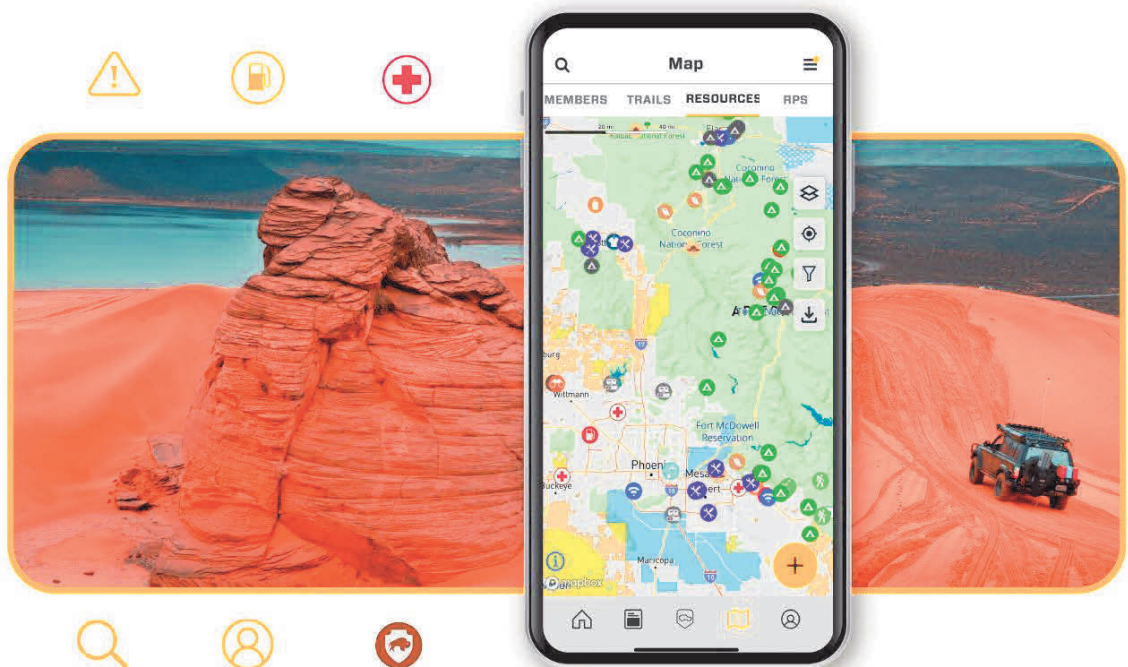
## 2. PLAN



Either solo or as a crew, plan your trip, a meetup, or an online hangout with Rally Point. Invite other Members in your area.



## 3. GO



The **Resource Map** is filled with thousands of points of interest related to vehicle-dependent travel—added, reviewed and updated continuously by our community.

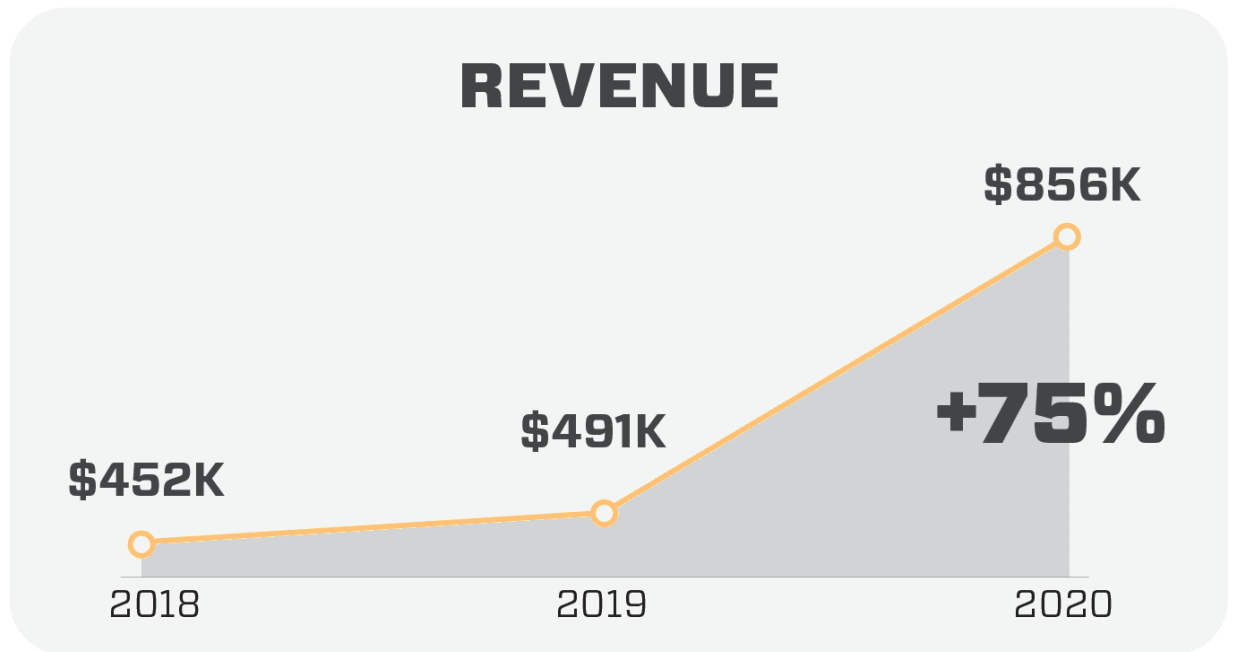
**Expedition Tier** members have access to offline mode, map downloads, track recording, and more advanced mapping tools required to **go farther and do more**.

## Traction

### Launch of SaaS platform contributes to 75% revenue growth in 2020

Overland Bound has seen massive momentum since launch.

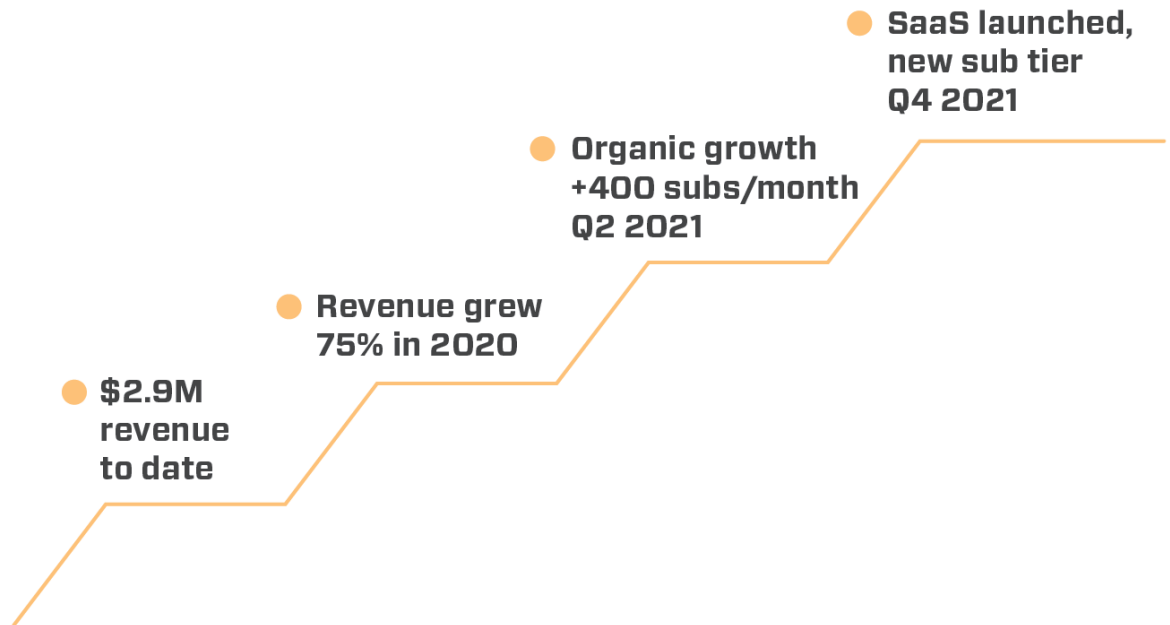
We grew our revenue 75% in 2020 to \$856K, bringing our total revenue to date to \$2.9M.



- All sales to date have been organic.
- We have a direct social reach of 688K.

The **Overland Bound One** app is currently LIVE and capturing recurring revenue of **\$130K annually and growing**.

# UPWARD MOMENTUM



**\$3M**

REVENUE TO DATE

**30K**

PAID MEMBERS

**\$10K**

NEW ORGANIC SUBSCRIBERS  
PER MONTH

---

**<3% CHURN ON NEW SUBSCRIPTION BUSINESS**

# OVERLAND BOUND PROOF

## OUTFIT & EXPLORE

Jackson Dawson chose the Overland Bound platform to launch the “Bronco Nation” Community.

The “Bronco Nation” is the only Bronco community officially recognized by Ford.



Enhancing revenue, the Overland Gear Store which launched in late 2020, provides major discounts to Members on select gear and accessories.

Since launch, our returning retail gear customer rate is 34%—an 85% increase over 2020 as of Q3 2021.

### Customers

## Have truck, will travel

Founded to **make adventure accessible to everyone**, it doesn't matter what you drive. Overlanding—and Overland Bound—is for everyone.

**Male 70%**

**Female 30%**

Last year, adventure capable SUVs, Crossovers, and Light Trucks were **60% of all light vehicles sold**.

**Overland Bound is for all SUV and light truck owners seeking outdoor adventure.**

“



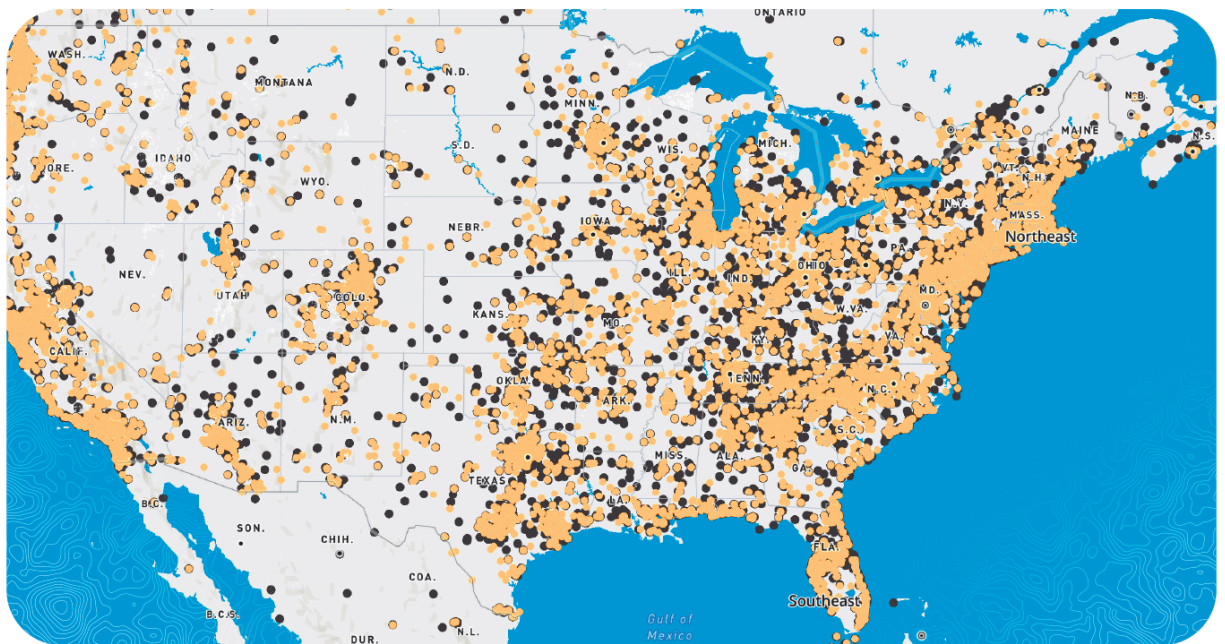
## SEAMLESS AND EASY TO USE.

Really great job with the app. Integrates with the site simply and effective. No frustrations at all. Would be great if all apps were this well thought out. The content is great and the crowd is engaged. Nice work!

—Tobyjefe

”

We have an active and engaged global community dedicated to sharing their experiences, and supporting adventurers new and old in every way possible.



Map of Overland Bound Members in the United States.



### Business Model

## \$2.9M revenue to date with freemium SaaS + retail model

Overland Bound employs a freemium model with multiple subscription tiers. The Adventure tier is **\$30/year**, and the **Expedition tier** will be launched in Q4 of this year.

**SIGN UP FOR FREE - CHOOSE A TIER FOR FULL SERVICE**

REGISTERED

**FREE**

**ALWAYS**

ADVENTURE

**\$30**

**PER YEAR**

EXPEDITION

**\$TBD**

**PER YEAR**

**EXPEDITION TIER TO BE LAUNCHED Q4 2021**

## SUBSCRIPTION TIERS (SIMPLIFIED)

	PILLAR	FREE	MEMBER \$30	EXPEDITION \$70
SOCIAL FEED	CONNECT	▪	▪	▪
PLANNERS	PLAN	▪	▪	▪
EVENTS	GO	▪	▪	▪
MESSAGING	CONNECT	▪	▪	▪
APPS	CONNECT	▪	▪	▪
CREATE EVENTS	PLAN		▪	▪
RESOURCE MAPS	PLAN		▪	▪
SOS	CONNECT		▪	▪
OFFLINE MAPS	GO			▪
OFF GRID NAVIGATION	GO			▪
RECORD/SHARE TRAILS	GO			▪
CREW TRACKING	CONNECT			▪

### Increased engagement through customer lifecycle



Multiple service tiers offer **increasing value** as member-customers **engage more deeply** with the community and **travel further**.

The Overland Bound store provides **select and proven equipment** in the adventure travel space.

Our diverse revenue is part of a long-term engagement cycle providing software, community, and trusted gear to get outside.

**We never stop building** for our community, and will expand services to continue engagement.

## Market

### Growing 25M SOM in North America

Overland Bound operates in the fast-growing overlanding market, driven by **unprecedented growth in SUV sales** and outdoor recreation enthusiasts. Vehicle-based recreation is one of the **largest activity within conventional Outdoor Recreation**, representing \$30B of gross output.

**Our specific target market is the growing intersection of Campers/SUV/Light Truck Owners.**

## MARKET SIZE \$30B

### SUV Growth as Percent of Light Vehicle Sales:

**2013 15%**

**2018 35%**

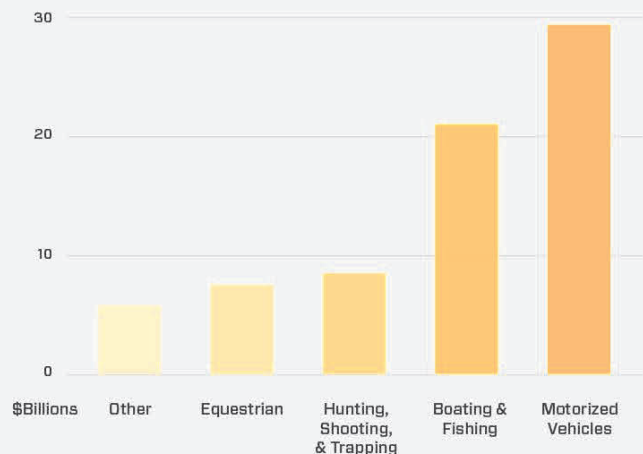
**2020 60%**

### Motorized Vehicles

Largest activity within  
**Conventional Outdoor Recreation**  
in 2019 accounted for

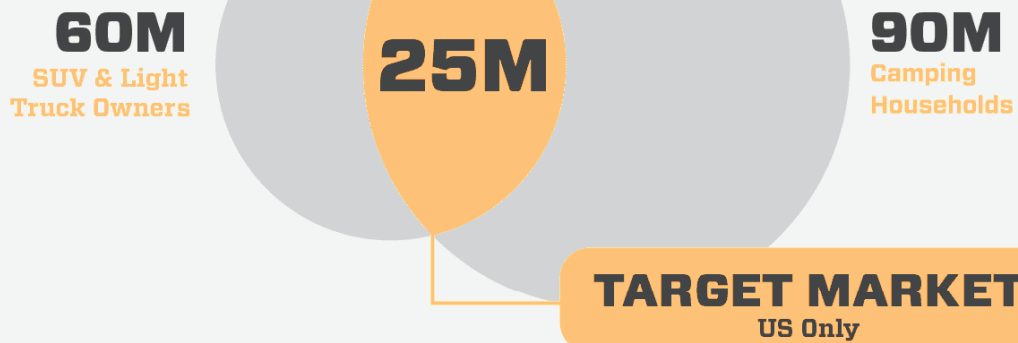
**\$30 Billion**

Gross Output for Selected Conventional Outdoor Recreation Activities (2016)



Sources: U.S. Dept. Interior, Outdoor Foundation, LMC Automotive Research, U.S. Dept. of Commerce.

# MARKET SWEET SPOT



- Last year, **60% of all light vehicle sales were adventure-capable SUVs and trucks.**
- In **2020**, there were more than **94.5M camper households** throughout North America.
- **10.1M households in 2020 camped for the first-time.**
- Since 2014, **those who camp three or more times a year has increased over 72%.**

## Competition

### Our unfair advantage

With a built-in community of over **70,000** adventurers and a direct **social reach of 700k**, Overland Bound is providing everything a traveler needs to ensure safe and rewarding adventure travel. **Beyond just mapping**, our community and social networking tools are built into our platform—not bolted on as an afterthought.

**We are taking adventure travel to the next level by providing social, planning, mapping, and navigation features in one app.**

# OVERLAND BOUND'S UNFAIR ADVANTAGE

- ✓ **Passionate community**
- ✓ **Strength of brand**
- ✓ **All-in-one solution**
- ✓ **Social at our core**
- ✓ **Multi-platform**
- ✓ **Brand partners**
- ✓ **Massive scale XP**
- ✓ **SaaS prod and biz XP**
- ✓ **B2B neg churn ready**
- ✓ **Growing revenue**

1. **Community** and **Social Network** at our core, going beyond traditional mapping and navigation utilities.
2. Leaders with **P&L ownership for software teams generating \$250M+** in annual revenue.
3. Many years of experience together, **releasing live software weekly** and iterating rapidly to improve.
4. The platform is built from the ground up as a **B2B white-label solution** currently powering "The Bronco Nation".
5. Background in building social applications with **20M+ monthly active users**.
6. Available on web, iOS, and Android platforms, enabled by **server-authoritative architecture**.
7. Strong brand and **social network presence** lowers **blended** (paid and organic) **user acquisition costs**.

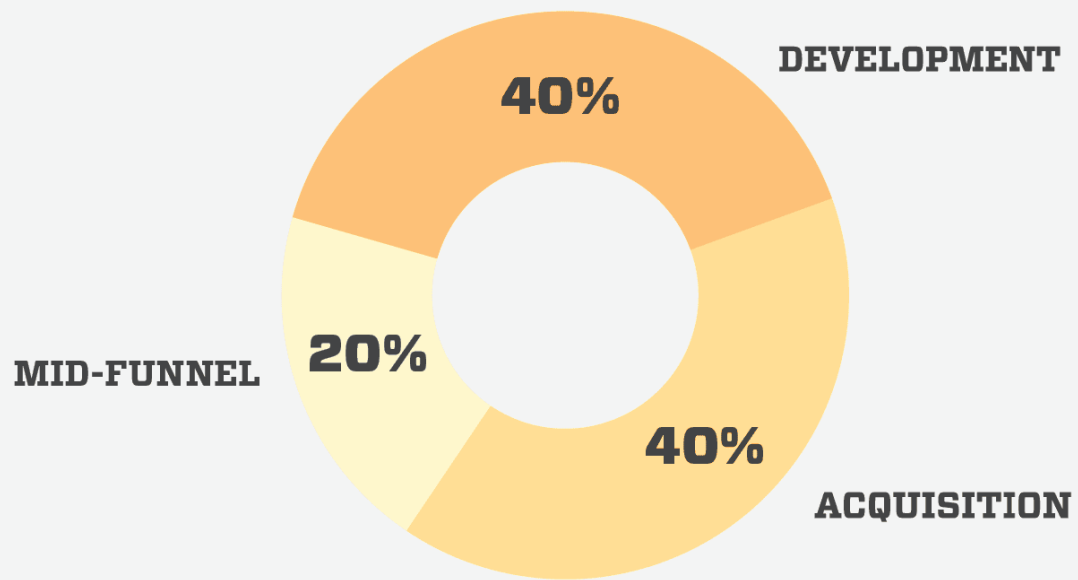
## Vision

### Become the global standard for vehicle-based adventure

Overland Bound intends to establish ourselves as the **foremost global platform for adventure in the great outdoors**. With your investment, we will launch the Expedition tier, increase our marketing campaigns to bring on more users, increase our brand recognition, and ensure that **Overland Bound is synonymous with adventure travel**.

Investment will be used to complete our higher Expedition Tier, enhance onboarding and mid-funnel user experience, and validate paid user acquisition.

# INVESTMENT



## Investors

### Validated investment opportunity

Overland Bound has gone through **one prior Friends & Family round**, where we raised to support the development of our platform—including building out our social features, mapping, and resource-sharing technology. **We exceeded all goals.**

We're operating in the outdoor recreation market, with validated opportunities for companies offering a third of our platform's capabilities.

# VALIDATED OPPORTUNITY IN OUTDOOR RECREATION



**Outdoorsy, the ‘Airbnb of RVs,’  
rolls up \$25M in fresh funding.”**

—TechCrunch

**“Andreessen Horowitz values  
camping business Hipcamp at  
\$127M.”**

—TechCrunch

**“AutoCamp Raises \$115M for Glamping.”**

—Skift

**“Investors eye the great outdoors  
as Americans go glamping.”**

—Venture Capital Journal

**“onX has closed a \$20.3 million Series  
A round led by Summit Partners”**

—TechCrunch



**Founders**



Michael grew up in a town of 360 people along the Van Duzen River. His father worked in fire lookouts for the Forest Service. Outdoor adventure was a way of life.

Michael left the sticks for a career in software development in the fast-paced environment of Silicon Valley. It was fine.

After a series of devastating life-altering events, he sold his fancy car, bought a trusty Land Cruiser, and ran back to the mountains. It saved his life.

With the determination to make outdoor adventure accessible to everyone, he started a blog and jotted down some Founding Principles. People agreed, and the community grew quickly.

Finding poor resources for the rapidly growing overland community, he decided to build better tools.

## Team



Michael  
Murguia

CEO -  
Founder

20+ year SaaS career. P&L owner of +\$100MM Annual revenue. Analytics driven product and user acquisition leadership.



Corrie  
Murguia

CMO Co-  
Founder

Marketing leader for both B2B and B2C startups. Back-to-back spots on the Inc 500 (#181 & #81). Retail B2C Operations



Steve  
Wetherill

CTO Co-  
Founder

CTO and VP 35+ years. Chief architect of +20MM monthly active user platforms. Product focused engineering solutions



Mike  
Johnston

Business  
Development  
Advisor

## Perks

**\$150**

Thank you note with campaign exclusive sticker

**\$300**

Thank you note with campaign exclusive sticker and patch

**\$500**

Thank you note with campaign exclusive sticker and patch Lifetime Adventure Tier access Solid metal vehicle emblem with member number

**\$1,000**

Thank you note with campaign exclusive sticker and patch Investor profile badge in app and on website Lifetime Adventure tier access Solid metal vehicle emblem

**\$2,500**

Thank you note with campaign exclusive sticker and patch Investor profile badge in app and on website Lifetime Adventure tier access Two solid metal vehicle emblem with member number

**\$5,000**

Thank you note with campaign exclusive sticker and patch Investor profile badge in app and on website Lifetime Adventure tier access Expedition tier early access Expedition tier 1 year access Two solid metal vehicle emblem with member number

**\$10,000**

Thank you note with campaign exclusive sticker and patch Investor profile badge in app and on website Lifetime Adventure tier access Expedition tier early access Lifetime Expedition tier access Two solid metal vehicle emblem with member number


**\$25,000**

Thank you note with campaign exclusive sticker and patch Video Call with Michael and Corrie Investor profile badge in app and on website Lifetime Adventure tier access Expedition tier early access Lifetime Expedition tier access Two solid metal vehicle emblem with member number

## FAQ

<b>How do I earn a return?</b>	We are using Republic's Crowd SAFE security. Learn how this translates into a return on investment here.
<b>What must I do to receive my equity or cash in the event of the conversion of my Crowd SAFE?</b>	<p>Suppose the Company converts the Crowd SAFE as a result of an equity financing. In that case, you must open a custodial account with the custodian and sign subscription documentation to receive the equity securities. The Company will notify you of the conversion trigger, and you must complete necessary documentation within 30 days of such notice. If you do not complete the required documentation with that time frame, you will only be able to receive an amount of cash equal to (or less in some circumstances) your investment amount. Unclaimed cash will be subject to relevant escheatment laws. For more information, see the Crowd SAFE for this offering.</p> <p>If the conversion of the Crowd SAFE is triggered as a result of a Liquidity Event (e.g. M&amp;A or an IPO), then you will be required to select between receiving a cash payment (equal to your investment amount or a lesser amount) or equity. You are required to make your selection (and complete any relevant documentation) within 30 days of such receiving notice from the Company of the conversion trigger, otherwise you will receive the cash payment option, which will be subject to relevant escheatment laws. The equity consideration varies depending on whether the Liquidity Event occurs before or after an equity financing. For more information, see the Crowd SAFE for this offering.</p>
<b>Your product is live. How is it doing?</b>	Extremely well. We began our soft launch last year, and have over \$130,000 in reoccurring revenue currently and this grows daily. Our churn rate, the rate people unsubscribe, is very low at less than 3%. Day 3 retention is 'average'. We can increase day 3 retention with focus on on-boarding. We currently have none. Day 20 retention is way above average, meaning once people use the app - it provides significant value. Our user acquisition cost for install is \$1.10, which is good. Part of this next phase will be to see how that cost scales with larger ad spend.
<b>You mention multiple revenue streams. What's the split?</b>	Yes, basically we have SaaS (our primary business), retail sales, ad, and B2B white-label royalty revenue. The primary contributors are retail at 60%, SaaS at 30%, and all else 10%. Our business model is to increase SaaS and B2B revenue to at least 70% of all revenue.
<b>Who are your primary competitors?</b>	The closest comparable companies are in the Mapping and Navigation space. In this space you have Gaia, OnX, and could include Garmin. The primary differentiator with Overland Bound is that we are at our core, an adventure social network. This is a hard thing to build from both a technology and knowledge perspective. We also include trip and event planning, with a large amount of platform content created and curated by our community. To distill this opportunity down, supporters are investing in our ability to scale this all-in-one solution first. We believe its inevitable for platforms to go in this direction eventually. We're already there.
<b>You mention a 'negative churn strategy'. What's that?</b>	This is referring to our B2B business. With the experience of our CTO Steve Wetherill, the Overland Bound One platform has been built from the ground up as a white label solution, meaning any company, brand, or influencer can launch their own vehicle-based community including a web presence, iOS, and Android apps, and retail store. We have successfully done this with our first B2B client by launching the Bronco Nation app and web community.

<b>Can you provide more detail on 40/40/20 Investment use split?</b>	<p>Yes. Approximately 40% of proceeds will be spent on revenue enhancing features like our Expedition Tier, which provides offline functionality, downloadable maps, offline mode, and track recording for a higher subscription tier. Another 40 will be used for user acquisition. Currently, paid acquisition is a remarkable \$1.10 per install, but we know that will not scale, which is typical of all SaaS mobile platforms. We will use the proceed to optimize user acquisition at scale to achieve a lifetime value greater than the cost of acquisition. The remaining 20 will be spent on 'Mid-Funnel' feature development. This is on-boarding, tutorials, info screens, achievements, and other quality of life features and improvements which will increase our early retention. 20 day retention is already great.</p>
<b>What are Overland Bounds 18 Month goals?</b>	<p>For the SaaS business, the simply stated goal is for SaaS revenue to achieve over 50% of total revenue (including B2B), and for our user acquisition cost to be less than lifetime value.</p> <p>We have many non-business metric goals that will be achieved through our business success, including our continued dedication to land use education, and collaboration with the US Forest Service and other agencies to clean up our public lands.</p>
<b>What are Overland Bound's 3 year goals?</b>	<p>Pending answer.</p>
<b>How did Covid-19 affect Overland Bound</b>	<p>The largest negative impact to Overland Bound is supply chain issues affecting all manufacturing. Many of the products available to sell through our retail channels in 2020 are simply not available in 2021. This has the affect of reducing top-line revenue significantly, but our SaaS business has not been affected. More people than ever are seeking alternative ways to vacation, and outdoor adventure travel is popular. With growing SaaS revenue, our overall cash on hand has not been impacted significantly.</p>



Michael Murguia

September 30 at 7:45 AM · 🌐

Hello friends, you really can improve lives one adventure at a time.

Overland Bound was built by our community, for our community. From the beginning our community has informed everything our SaaS business has to offer. For that reason, it is only fitting to allow the community the opportunity to own a piece of what they helped build. We chose Republic to host our offer, and allow the community to invest for a small amount.

Thank you to my founding partners **Corie Levin** and **Steve Weithert**, and **Mike Johnson** without whom I could not have prepared this offer. No small feat.


Also thank you to **Adam Marguis**, **Bernard Chen**, **Johanne Leno Moss Borge**, **Greg Fallico**, **Kent Reynolds**, **Meghin Markley**, **Denni Gelman Griffith**, **Mike Hollis**, **Andrew Drach**, and **Allan Katz** for their early support and belief in what we are building.

Learn all about how we are doing here: <https://republic.co/overland-bound>

Stuff I have to include cause SEC:


With regard to communications by an issuer on the Site to gauge interest in a potential securities offering pursuant to the Regulation CF exemption from the registration requirements of the Securities Act, including opportunities to "reserve" securities as indications of interest in the potential offering, please note that pursuant to Regulation Crowdfunding Rule 206:

- (i) that no money or other consideration is being solicited thereby, and if sent in response, will not be accepted,
- (ii) no offer to buy the securities can be accepted and no part of the purchase price can be received until the offering statement is filed and only through a registered intermediary's platform,
- (iii) any such offer may be withdrawn or revoked, without obligation or commitment of any kind, at any time before notice of its acceptance is given after the Form C is filed, and,
- (iv) an indication of interest is non-binding and involves no obligation or commitment of any kind.



**OVERLAND BOUND**


ADVENTURE & DISCOVERY



REPUBLIC.CO


**Reserve Overland Bound**

Adventure travel is more than just mapping. Overland Bound is ma...

 40

15 Comments · 2 Shares

[illegible]



**Michael Murguia**  
CEO • Overland Bound, Inc. Software Product Executive  
Ed • Edited • 5

Hello friends, you really can improve lives one adventure at a time.

Our company has seen tremendous growth (75% in 2020) as folks vacation differently, and adventure-capable SUV sales shatter records.

Overland Bound was built by our community, for our community. From the beginning our community has informed everything our SaaS business has to offer. For that reason, it is only fitting to allow the community the opportunity to own a piece of what they helped build. We chose Republic to host our offer, and allow the community to invest for as little as \$150.


Thank you to my founding partners [Corrie Murguia](#) and [Steve Wetherill](#), and Mike Johnston without whom we could not have prepared this offer. No small feat.

Learn all about how we are doing at the link below.


Legal stuff:


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**OVERLAND BOUND**  
OFFERS & EXPLORES

**ADVENTURE IS NECESSARY.**






Steve Weatherill

September 28 at 9:23 AM · Q

Excited to announce that we have launched an early look and reservation for a public offer to invest in our company, [Overland Bound](#).


See the post from our CEO Michael Murguia below for all the details!



Michael Murguia

September 28 at 7:45 AM · Q

Hello friends, you really can improve lives one adventure at a time. Overland Bound is a truly exciting opportunity for our community. From the beginning our dream. [See More](#)



OVERLAND BOUND

TRAVEL & ADVENTURE

