

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:***

Tax Lab, Inc. d/b/a SynkBooks

***Legal status of Issuer:***

***Form:***

Corporation

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

California

***Date of Organization:***

July 2, 2018

***Physical Address of Issuer:***

1370 N. St. Andrews Pl., Los Angeles, CA 90028

***Website of Issuer:***

<https://app.synkbooks.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

***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):***

\$3,000,000

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

January 27, 2023

**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:***

6

	<b>Most recent fiscal year-end (2021)</b>	<b>Prior fiscal year-end (2020)</b>
<b>Total Assets</b>	\$18,508	\$3,764
<b>Cash &amp; Cash Equivalents</b>	\$18,508	\$3,764
<b>Accounts Receivable</b>	\$0	\$0
<b>Short-term Debt</b>	\$5,896	\$2,728
<b>Long-term Debt</b>	\$198,687	\$167,322
<b>Revenues/Sales</b>	\$60,778	\$38,508
<b>Cost of Goods Sold*</b>	\$2,387	\$650
<b>Taxes Paid</b>	\$0	\$0
<b>Net Income</b>	(\$19,790)	\$7,267

\*Cost of sales in the Company's financial statements.

***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

**Tax Lab, Inc. d/b/a SynkBooks**



**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 THIS OFFERING 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 THIS OFFERING 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*".

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. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE SECURITIES MAY HAVE FURTHER TRANSFER RESTRICTIONS NOT PROVIDED FOR BY FEDERAL, STATE OR FOREIGN LAW.

NO ONE SHOULD 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**

INVESTORS OUTSIDE OF THE UNITED STATES, TAKE NOTICE IT IS EACH 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. WE RESERVE THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN INVESTOR.

**NOTICE REGARDING THE ESCROW AGENT**

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 JUDGMENT 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.

## TABLE OF CONTENTS

ABOUT THIS FORM C.....	i
CAUTIONARY NOTE CONCERNING FORWARD-LOOKING STATEMENTS .....	i
THE OFFERING AND THE SECURITIES .....	1
The Offering .....	1
The Deal Page.....	1
The Securities .....	2
COMMISSION AND FEES .....	6
Other Compensation .....	6
RISK FACTORS .....	6
Risks Related to the Company’s Business and Industry .....	6
Risks Related to the Offering .....	13
Risks Related to the Securities.....	14
Description of the Business .....	17
Business Plan .....	17
The Company’s Products and/or Services .....	17
Competition .....	17
Customer Base .....	17
Intellectual Property .....	18
Governmental/Regulatory Approval and Compliance.....	18
Litigation .....	18
USE OF PROCEEDS .....	18
DIRECTORS, OFFICERS, MANAGERS, AND KEY PERSONS .....	19
Biographical Information.....	19
Indemnification.....	20
CAPITALIZATION, DEBT AND OWNERSHIP .....	20
Capitalization.....	20
Outstanding Debt.....	21
Ownership.....	21
FINANCIAL INFORMATION .....	21
Cash and Cash Equivalents.....	21
Liquidity and Capital Resources.....	22
Capital Expenditures and Other Obligations .....	22
Valuation .....	22
Material Changes and Other Information .....	22
Previous Offerings of Securities .....	22
TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST .....	23
TAX MATTERS .....	23
LEGAL MATTERS .....	23
ADDITIONAL INFORMATION.....	24

## 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 OpenDeal Portal LLC dba Republic (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 (as defined below) 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 (defined below) 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. Potential purchasers of the Securities are referred to herein as “**Investors**” or “**you**”.

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.

## 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 \$3,000,000 (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**”). The Minimum Individual Subscription Amount is \$150 and the Maximum Individual Subscription Amount is \$300,000. The Company reserves the right to amend the Minimum Individual Subscription Amount and Maximum Individual Subscription 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 Subscription Amounts and Maximum Individual Subscription Amounts to Investors participating in such programs without notice. The Company must raise an amount equal to or greater than the Target Offering Amount by January 27, 2023 (the “**Offering Deadline**”). Unless the Company receives investment commitments, which are fully paid for and meet all other requirements set by this Offering, in an amount not less than 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.

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 objective established criteria of value, and should not be considered indicative of the actual value of the Securities.

In order to purchase the Securities, you must make a commitment to purchase by completing the subscription process hosted by the **Intermediary** (as defined above), 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 a qualified third party escrow agent meeting the requirements of Regulation CF (“**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 an intermediate close, 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. If the investor does not cancel an investment commitment before the 48-hour period prior to the Offering Deadline, the funds will be released to the Issuer and the investor will receive their Securities.**

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.

### The Deal Page

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.com/synkbooks> (the “**Deal Page**”). The Deal Page can be used by prospective Investors to ask the Company questions and for the Company to post immaterial updates to this Form C as well as make general announcements. You should view the Deal Page at the time you consider making an investment commitment. Updates on the status of this Offering can also be found on the Deal Page.

### 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.

### **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 seventy percent (70%) 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 Target Offering Amount 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.

### **The Securities**

We request that you please review this Form C and the Instrument attached as Exhibit B, 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 (which may or may not occur).

#### ***Dividends and/or Distributions***

The Securities do not entitle Investors to any dividends.

#### ***Nominee***

The Nominee (as defined below) will act on behalf of the Investors as their agent and proxy in all respects. The Nominee will be entitled, among other things, to exercise any voting rights (if any) conferred upon the holder of Securities or any securities acquired upon their conversion, to execute on behalf of an investor all transaction documents related to the transaction or other corporate event causing the conversion of the Securities, and as part of the conversion process the Nominee has the authority to open an account in the name of a qualified custodian, of the Nominee’s sole discretion, to take custody of any securities acquired upon conversion of the Securities. The Nominee will take direction from a pre-disclosed party selected by the Company and designated below on any matter in which

affects the Investors' economic rights. The Nominee is not a fiduciary to the Investors and the Investors agree to indemnify the Nominee per the terms of the Security.

### ***Conversion***

Upon the next sale (or series of related sales) by the Company of its Capital Stock to one or more third parties resulting in gross proceeds to the Company of not less than \$1,000,000 cash and cash equivalent (each an "**Equity Financing**"), the Securities are convertible into shares of the securities issued in said Equity Financing, at the option of the Company.

### ***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 securities equal to the greater of the quotient obtained by dividing the amount the Investor paid for the Securities (the "**Subscription Amount**") by (a) or (b) immediately below:

(a) the quotient of \$15,000,000 ("**Valuation Cap**") 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) if the pre-money valuation of the Company immediately prior to the First Equity Financing is less than or equal to the Valuation Cap, the lowest price per share of the securities sold in such Equity Financing.

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, at the Nominee's discretion the Investor will receive, the number of converted securities equal to the quotient obtained by dividing (a) the Subscription Amount by (b) the First Equity Financing Price.

### ***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 (as defined in the Security) 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 will receive, at the option of the Nominee and within thirty (30) days of receiving notice (whether actual or constructive), either (i) a cash payment equal to the Subscription 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 Subscription Amount divided by the quotient of (a) \$15,000,000 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: (w) shares of capital stock reserved for future issuance under any equity incentive or similar plan; (x) any SAFES; (y) convertible promissory notes; and (z) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFES.

In connection with the Cash Out Option, the Subscription 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 Subscription 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 will receive, at the option of the Nominee 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 Subscription 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 Subscription Amounts.

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 (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 converted 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 unless otherwise provided for by the Company. In addition, to facilitate the Offering Crowd SAFE Investors being able to

act together and cast a vote as a group, to the extent any securities acquired upon conversion of the Securities confer the holder with voting rights (whether provided by the Company's governing documents or by law), the Nominee (as defined above) will act on behalf of the holders as agent and proxy in all respects. The Nominee will vote consistently at the direction of the Chief Executive Officer of the Company.

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 Investors 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.

If a transfer, resale, assignment or distribution of the Security should occur prior to the conversion of the Security or after, if the Security is still held by the original purchaser directly, the transferee, purchaser, assignee or distributee, as relevant, will be required to sign a new Nominee Rider (as defined in the Security) and provide personally identifiable information to the Nominee sufficient to establish a custodial account at a later date and time. Under the Terms of the Securities, the Nominee has the right to place shares received from the conversion of the Security into a custodial relationship with a qualified third party and have said Nominee be listed as the holder of record. In this case, Investors will only have a beneficial interest in the equity securities derived from the Securities, not legal ownership, which may make their resale more difficult as it will require coordination with the custodian and Republic Investment Services.

#### ***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.



## COMMISSION AND FEES

### Cash Commission

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

### Other Compensation

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

## 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 and geopolitical events, including without limitation, 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 intermittently throughout 2022 and into the future due to COVID-19, the Company's revenue may have been, and may continue to be, adversely affected.

***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. 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 not have enough authorized capital stock to issue shares of common stock to investors upon the conversion of any security convertible into shares of our common stock, including the Securities.***

Unless we increase our authorized capital stock, we may not have enough authorized common stock to be able to obtain funding by issuing shares of our common stock or securities convertible into shares of our common stock. We may also not have enough authorized capital stock to issue shares of common stock to investors upon the conversion of any security convertible into shares of our common stock, including the Securities.

***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.

***We face intense competitive pressures that may harm our operating results.***

We face intense competition in our business, and we expect competition to remain intense in the future. Our competitors and potential competitors range from large and established entities to emerging start-ups. Our competitors may introduce superior products and services, reduce prices, have greater technical, marketing and other resources, have greater name recognition, have larger installed bases of customers, have well-established relationships with our current and potential customers, advertise aggressively or beat us to market with new products and services. In addition, we face competition from existing companies, with large established consumer user-bases and broad-based platforms, who may change or expand the focus of their business strategies and marketing to target our customers, including small businesses, tax and personal financial management customers.

We also face competition from companies with a variety of business models, including increased competition from providers of free offerings. We may not be able to attract customers as effectively as competitors with different business models. In addition, other providers of free offerings may provide features that we do not offer and customers who have formerly paid for our products and services may elect to use our competitors' free offerings instead. These competitive factors may diminish our revenue and profitability, and harm our ability to acquire and retain customers.

Our consumer tax business also faces significant potential competition from the public sector, where we face the risk of federal and state taxing authorities proposing revenue raising strategies that involve developing and providing government tax software or other government return preparation systems at public expense. These or similar programs may be introduced or expanded in the future, which may change the voluntary compliance tax system in ways that could cause us to lose customers and revenue.

***Future revenue growth depends upon our ability to adapt to technological change as well as global trends in the way customers access software offerings and successfully introduce new and enhanced products, services and business models.***

We operate in industries that are characterized by rapidly changing technology, evolving industry standards and frequent new product introductions. We must continue to innovate and develop new products and features to meet the changing needs of our customers and attract and retain talented software developers. We need to continue to develop our skills, tools and capabilities to capitalize on existing and emerging technologies, which requires us to devote significant resources.

Our business depends significantly on revenue from customers who return each year to use our software and services. As our existing products mature, encouraging customers to purchase product upgrades becomes more challenging unless new product releases provide features and functionality that have meaningful incremental value. We also provide additional customer benefits by utilizing customer data available to us through our existing offerings. If we are not able to develop and clearly demonstrate the value of new or upgraded products or services to our customers, or effectively utilize our customers' data to provide them with value, our revenues may be harmed.

In some cases, we may expend a significant amount of resources and management attention on offerings that do not ultimately succeed in their markets. We have encountered difficulty in launching new products and services in the past. If we misjudge customer needs in the future, our new products and services may not succeed and our revenues and earnings may be harmed. We have also invested, and in the future, expect to invest in new business models, geographies, strategies and initiatives. Such endeavors may involve significant risks and uncertainties, including distraction of management from current operations, expenses associated with the initiatives and inadequate return on investments. Because these new initiatives are inherently risky, they may not be successful and may harm our financial condition and operating results.

***If we fail to process transactions effectively or fail to adequately protect against disputed or potential fraudulent activities, our business may be harmed.***

Our operations process a significant volume and dollar value of transactions on a daily basis. Despite our efforts to ensure that effective processing systems and controls are in place to handle transactions appropriately, it is possible that we may make errors or that funds may be misappropriated due to fraud. The likelihood of any such error or misappropriation may increase as we accelerate the speed at which we process transactions. If we are unable to effectively manage our systems and processes, or if there is an error in our products, we may be unable to process customer data in an accurate, reliable and timely manner, which may harm our reputation, the willingness of customers to use our products, and our financial results.

***Business interruption or failure of our information technology and communication systems may impair the availability of our products and services, which may damage our reputation and harm our future financial results.***

Our reputation and ability to attract, retain and serve our customers is dependent upon the reliable performance of our products and our underlying technical infrastructure. As we continue to grow our services, we become more dependent on the continuing operation and availability of our information technology and communications systems. Failure of our systems may result in interruptions in our service and loss of data or processing capabilities, all of which may cause a loss in customers, refunds of product fees, material harm to our reputation and operating results.

Our businesses must effectively handle extremely heavy customer demand during critical peak periods, which typically occur from January until April of each year. We face significant risks in maintaining adequate service levels

during these peak periods when we derive a substantial portion of our overall revenue from the tax businesses. Any interruptions in our online tax preparation or electronic filing service at any time during the tax season, particularly during a peak period, could result in significantly decreased revenue, lost customers, unexpected refunds of customer charges, negative publicity and increased operating costs, any of which could significantly harm our business, financial condition and results of operations.

Our business operations, information technology and communications systems are vulnerable to damage or interruption from natural disasters, climate change, human error, malicious attacks, fire, power loss, telecommunications failures, computer viruses and malware, computer denial of service attacks, terrorist attacks, public health emergencies and other events beyond our control. Any such measures may impair our ability to perform critical functions or could make it considerably more difficult to develop, enhance and support our products and services.

***If we experience significant product accuracy or quality problems or delays in product launches, it may harm our revenue, earnings and reputation.***

All of our tax products have rigid development timetables that increase the risk of errors in our products and the risk of launch delays. Our tax preparation software is particularly challenging due to the need to incorporate unpredictable and potentially late tax law and tax form changes each year and because our customers expect high levels of accuracy and a timely launch of these products to prepare and file their taxes by the tax filing deadline. Due to the complexity of our products under which we operate, our products may contain errors that could unexpectedly interfere with the operation of the software or result in incorrect calculations. The complexity of the tax laws on which our products are based may also make it difficult for us to consistently deliver offerings that contain the features, functionality and level of accuracy that our customers expect. When we encounter problems we may be required to modify our code, work with state tax administrators to communicate with affected customers, assist customers with amendments, distribute patches to customers who have already purchased the product and recall or repackage existing product inventory in our distribution channels. If we encounter development challenges or discover errors in our products it may cause us to delay our product launch date or suspend product availability until such issues can be fixed. Any major defects, launch delays or product suspensions may lead to loss of customers and revenue, negative publicity, customer and employee dissatisfaction, reduced retailer shelf space and promotions, and increased operating expenses, such as inventory replacement costs, legal fees or other payments, including those resulting from our accuracy guarantee in our tax preparation products. Further, as we develop our platform to connect people to experts, we face the risk that these experts may provide advice that is erroneous, ineffective or otherwise unsuitable. Any such deficiency in the advice given by these experts may cause harm to our customers, a loss of customer confidence in our offerings or harm to our reputation or financial results.

***Increased government regulation of our businesses, or changes to existing regulations, may harm our operating results.***

We are subject to federal, state, and local laws and regulations that affect our and our customers' activities, including, without limitation, areas of labor, advertising and marketing, tax, financial services, data privacy and security, electronic funds transfer, money transmission, lending, digital content, consumer protection, real estate, billing, e-commerce, promotions, quality of services, intellectual property ownership and infringement, anti-corruption, anti-competition, environmental, health and safety, and other regulated activities. There have been significant new regulations and heightened focus by the government on many of these areas, as well as in areas such as insurance and privacy. Further, regulators (both in the U.S. and in other jurisdictions in which we operate) may adopt new laws or regulations, change existing regulations, or their interpretation of existing laws or regulations may differ from ours. In response to the COVID-19 pandemic, federal, state, local and foreign governmental authorities have imposed, and may continue to impose, protocols and restrictions intended to contain the spread of the virus, including limitations on the reopening of work facilities, schools, public buildings and businesses, quarantines, lockdowns and travel restrictions. Such restrictions have disrupted and may continue to disrupt our business operations and limit our ability to perform critical functions.

The tax preparation industry continues to receive heightened attention from federal and state governments. New legislation, regulation, public policy considerations, changes in the cybersecurity environment, litigation by the government or private entities, changes to or new interpretations of existing laws may result in greater oversight of the tax preparation industry, restrict the types of products and services that we can offer or the prices we can charge, or otherwise cause us to change the way we operate our tax businesses or offer our tax products and services. We may not be able to respond quickly to such regulatory, legislative and other developments, and these changes may in turn increase our cost of doing business and limit our revenue opportunities. In addition, if our practices are not consistent with new interpretations of existing laws, we may become subject to lawsuits, penalties, and other liabilities that did

not previously apply. We are also required to comply with a variety of state revenue agency standards in order to successfully operate our tax preparation and electronic filing services.

Changes in state-imposed requirements by one or more of the states, including the required use of specific technologies or technology standards, may significantly increase the costs of providing those services to our customers and may prevent us from delivering a quality product to our customers in a timely manner.

***We are subject to risks associated with information disseminated through our services.***

The laws relating to the liability of online services companies for information such as online content disseminated through their services are subject to frequent challenges. In spite of settled law in the U.S., claims are made against online services companies by parties who disagree with the content. These challenges may give rise to legal claims alleging defamation, libel, invasion of privacy, negligence, copyright or trademark infringement, or other theories based on the nature and content of the materials disseminated through the services. Certain of our services include content generated by users of our online services. Although this content is not generated by us, claims of defamation or other injury may be made against us for that content. Any costs incurred as a result of this potential liability may harm our business.

***Our tax business is highly seasonal and our quarterly results fluctuate significantly.***

Our tax offerings have significant seasonal patterns. Revenue from income tax preparation products and services has historically been heavily concentrated from November through April and this seasonality has been affected by changes to the opening and closing dates of the tax season. For example, the IRS and many states extended their tax filing deadlines to May 17, 2021 for the 2020 tax year and to July 15, 2020 for the 2019 tax year. Our financial results may also fluctuate from quarter to quarter and year to year due to a variety of factors, including factors that may affect the timing of revenue recognition. These include the timing of the availability of federal and state tax forms from taxing agencies and the ability of those agencies to receive electronic tax return submissions; changes to our offerings that result in the inclusion or exclusion of ongoing services; changes in product pricing strategies or product sales mix; changes in customer behavior; and the timing of our discontinuation of support for older product offerings. Any fluctuations in our operating results may adversely affect our stock price.

***If actual customer refunds for our offerings exceed the amount we have reserved our future financial results may be harmed.***

Like many software companies we refund customers for product returns and subscription cancellations. We establish reserves against revenue in our financial statements based on estimated customer refunds. We closely monitor this refund activity in an effort to maintain adequate reserves. In the past, customer refunds have not differed significantly from these reserves. However, if we experience actual customer refunds or an increase in risks of collecting customer payments that significantly exceed the amount we have reserved, it may result in lower net revenue.

***Adverse global economic conditions could harm our business and financial condition.***

Adverse macroeconomic developments, including without limitation inflation, slowing growth, rising interest rates or recession, could negatively affect our business and financial condition. These developments or other global events, including those related to the Russia-Ukraine war, have caused, and could, in the future, cause disruptions and volatility in global financial markets and increased rates of default and bankruptcy, and could impact consumer and small business spending. In particular, because our revenue is derived from sales within the U.S., economic conditions in the U.S. have an even greater impact on us than companies with a more diverse international presence. Challenging economic times could cause potential new customers not to purchase or to delay purchasing our products and services, and could cause our existing customers to discontinue purchasing or delay upgrades of our existing products and services. Any of the foregoing may negatively impact our revenues and future financial results. Poor economic conditions and high unemployment have caused, and could in the future cause, a significant decrease in the number of tax returns filed, which may have a significant effect on the number of tax returns we prepare and file. Adverse economic conditions, including inflation, may also increase the costs of operating our business, including vendor, supplier and workforce expenses. Any of these events could harm our business and our future financial results.

***The Company could potentially be found to have not complied with securities law in connection with this Offering related to a Reservation Campaign (also known as “Testing the Waters”).***

Prior to filing this Form C, the Company engaged in a Reservation Campaign (also known as “testing the waters”) permitted under Regulation Crowdfunding (17 CFR 227.206), which allows issuers to communicate to determine whether there is interest in the offering. All communication sent is deemed to be an offer of securities for purposes of the antifraud provisions of federal securities laws. Any Investor who expressed interest prior to the date of this Offering should read this Form C thoroughly and rely only on the information provided herein and not on any statement made prior to the Offering. The communications sent to Investors prior to the Offering are attached as Exhibit D. Some of these communications may not have included proper disclaimers required for a Reservation Campaign.

#### **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 (also known as a rolling close) of the Offering can occur, which will allow the Company to draw down on seventy percent (70%) of Investor 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**

***Investors will not have voting rights, even upon conversion of the Securities and will grant a third-party nominee broad power and authority to act on their behalf.***

In connection with investing in this Offering to purchase a Crowd SAFE ((Simple Agreement for Future Equity) investors will designate Republic Investment Services LLC (f/k/a NextSeed Services, LLC) (the “**Nominee**”) to act on their behalf as agent and proxy in all respects. The Nominee will be entitled, among other things, to exercise any voting rights (if any) conferred upon the holder of the Securities or any securities acquired upon their conversion, to execute on behalf of an investor all transaction documents related to the transaction or other corporate event causing the conversion of the Securities, and as part of the conversion process the Nominee has the authority to open an account in the name of a qualified custodian, of the Nominee’s sole discretion, to take custody of any securities acquired upon conversion of the Securities. Thus, by participating in the Offering, investors will grant broad discretion to a third party (the Nominee and its agents) to take various actions on their behalf, and investors will essentially not be able to vote upon matters related to the governance and affairs of the Company nor take or effect actions that might otherwise be available to holders of the Securities and any securities acquired upon their conversion. Investors should not participate in the Offering unless he, she or it is willing to waive or assign certain rights that might otherwise be afforded to a holder of the Securities to the Nominee and grant broad authority to the Nominee to take certain actions on behalf of the investor, including changing title to the Security.

***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. If a transfer, resale, assignment or distribution of the Security should occur prior to the conversion of the Security or after, if the Security is still held by the original purchaser directly, the transferee, purchaser, assignee or distribute, as relevant, will be required to sign a new Nominee Rider (as defined in the Security) and provide personally identifiable information to the Nominee sufficient to establish a custodial account at a later date and time. Under the Terms of the Securities, the Nominee has the right to place shares received from the conversion of the Security into a custodial relationship with a qualified third party and have said Nominee be listed as the holder of record. In this case, Investors will only have a beneficial interest in the equity securities derived from the Securities, not legal ownership, which may make their resale more difficult as it will require coordination with the custodian and Republic Investment Services.

***Investors will not become equity holders until the Company decides to convert the Securities or until there is a change of control or sale of substantially all of the Company's assets. The Investor may never directly hold equity in the Company.***

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. The Company is under no obligation to convert the 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. Further, the Investor may never become an equity holder, merely a beneficial owner of an equity interest, should the Company or the Nominee decide to move the Crowd SAFE or the securities issuable thereto into a custodial relationship.

***Investors will not have voting rights, even upon conversion of the Securities.***

Investors will not have the right to vote upon matters of the Company even if and when their Securities are converted (the occurrence of which cannot be guaranteed). Under the terms of the Securities, a third-party designated by the Company will exercise voting control over the Securities. Upon conversion, the Securities will **continue** to be voted in line with the designee identified or pursuant to a voting agreement related to the equity securities the Security is converted into. For example, if the Securities are converted in connection with an offering of Series B Preferred Stock, Investors would directly or beneficially receive securities in the form of shares of Series B-CF Preferred Stock and such shares would be required to be subject to the terms of the Securities that allows a designee to vote their shares of Series B-CF Preferred Stock consistent with the terms of the Security. Thus, Investors will essentially never be able to vote upon any matters of the Company unless otherwise provided for by 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. If a transfer, resale, assignment or distribution of the Security should occur prior to the conversion of the Security or after, if the Security is still held by the original purchaser directly, the transferee, purchaser, assignee or distribute, as relevant, will be required to sign a new Nominee Rider (as defined in the Security) and provide personally identifiable information to the Nominee sufficient to establish a custodial account at a later date and time. Under the terms of the Securities, the Nominee has the right to place shares received from the conversion of the Security into a custodial relationship with a qualified third party and have said Nominee be listed as the holder of record. In this case, Investors will only have a beneficial interest in the equity securities derived from the Securities, not legal ownership, which may make their resale more difficult as it will require coordination with the custodian and Republic Investment Services. 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.

***Any 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.

***Any 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 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.

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 B.

***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. No holders of any of the 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 subscription 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**

Tax Lab, Inc. d/b/a SynkBooks offers bookkeeping SaaS software and bookkeeping tech enabled services.

The Company conducts business in all fifty states in the United States and sells products and services through the internet throughout the United States.

### **Business Plan**

Currently we are growing selling our software and services and that is what we will continue to do in the short term.

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

<b>Product / Service</b>	<b>Description</b>	<b>Current Market</b>
SynkBooks	Bookkeeping software	Small businesses generating less than \$5,000,000 in revenue
Bookkeeping services	Provide bookkeeping services	Small businesses generating less than \$5,000,000 in revenue

### **Competition**

Botkeeper, Pilot, Bench and quickbooks live are our competition.

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. In many of the markets and industry segments in which we sell our products, we compete against other branded products as well as retailers' private-label brands. Product quality, performance, value and packaging are also important differentiating factors.

### **Customer Base**

Small businesses in the United States making under \$5,000,000 per year on a cash basis.

### Supply Chain

None.

### Intellectual Property

Application or Registration #	Title	Description	File Date	Grant Date	Country
6323390	SYNKBOOKS	Service Mark	November 13, 2019	April 13, 2021	United States

### 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%	\$180,000
Advertising and marketing	80%	\$20,000	34%	\$1,020,000
Development	0%	\$0	20%	\$600,000
Hiring	0%	\$0	30%	\$900,000
Operating expenses	14%	\$3,500	10%	\$300,000
<b>Total</b>	<b>100%</b>	<b>\$25,000</b>	<b>100%</b>	<b>\$3,000,000</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 reasonably specific descriptions 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 intended to assist you in understanding how the offering proceeds will be used.

**Advertising:** If the Target Offering Amount is raised, 80% of the money raised will be used to continue to grow our sales, advertising and marketing teams to scale. If the Maximum Offering Amount is raised, 34% of the money raised will be used to continue to grow our sales, advertising and marketing teams to scale.

**Development:** If the Maximum Offering Amount is raised, 20% of the money raised will be used to continue to add additional features and build out additional services

**Hiring:** If the Maximum Offering Amount is raised, 30% of the money raised will be used to continue to hire new sales, customer service, and bookkeeping staff.

**Other expenses:** If the Target Offering Amount is raised, 14% of the money raised will be used to continue to pay for extra services like AWS, plaid, insurance, hardware, etc.

#### **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.

<b>Name</b>	<b>Positions and Offices Held at the Company</b>	<b>Principal Occupation and Employment Responsibilities for the Last Three (3) Years</b>	<b>Education</b>
Isai Bismark Cortez	Chief Executive Officer	<p>Chief Executive Officer - Tax Lab, Inc. d/b/a SynkBooks (2018 – Present): Responsible for the general operations and management of Tax Lab, Inc.</p> <p>Tax Attorney - Bismark Tax (July 2012 to Present): Responsible for tax controversy work overseeing tax litigation and tax controversy matters for personal and business taxpayers.</p>	CSUN BA 07, Penn State Law JD 10, and UCLA LAW LLM 11
Lawrence Schwartz	Chief Marketing Officer	<p>Chief Marketing Officer – Tax Lab, Inc. d/b/a SynkBooks (2019 - Present): Responsible for the marketing and outreach strategy for customer acquisition and brand development.</p> <p>Vice President of Marketing, CMO for DNA Diagnostics Center (August 2019 – July 2022): Responsible for leading marketing, branding and product launches, including strategy development of marketing and commercial growth strategy, internal and external team leadership, revenue expansion, vetting acquisitions, and participating in the successful exit/acquisition of DNA Diagnostics to Eurofins.</p> <p>Marketing Director, Myriad Genetics (November 2016 to August 2019): Responsible for the marketing and outreach strategy for customer acquisition and brand development.</p>	Santa Monica College (attended in 1992 and 1993)

#### **Biographical Information**

##### **Lawrence Schwartz**

Innovative leader and proven CMO with 25+ years of experience in developing marketing strategy, leading innovation and coordinating new product launches for disruptive, cutting-edge technologies into the marketplace. Lifelong learner and strategic advisor with reliable experience in building strong teams, advising C-level decision makers, and directing online advertising campaigns within the 3D printing, DNA testing, consumer usage, and AI space. Inspired to utilize team leadership and interpersonal skills to impact a growing company through a dynamic role.

#### **Indemnification**

Indemnification is authorized by the Company to managers, officers or controlling persons acting in their professional capacity pursuant to California 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 21,000,000 shares of common stock of which 11,003,647 are issued and outstanding, with no par value per share (the "**Common Stock**"). At the closing of this Offering, assuming only the Target Offering Amount is sold, 11,003,647 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	11,003,647
Par Value Per Share	No par value per share
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 decide to issue more capital 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).	73.24%

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

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

<b>Type</b>	2022 Equity Incentive Plan
<b>Amount Authorized / Amount Outstanding</b>	4,020,500 / 0
<b>Par Value Per Share</b>	No par value per share
<b>Voting Rights</b>	None
<b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>	The Company may decide to issue more capital stock 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>	26.76%

### Outstanding Debt

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

<b>Type</b>	Loan
<b>Creditor</b>	Isai Bismark Cortez
<b>Amount Outstanding</b>	\$160,000
<b>Interest Rate and Amortization Schedule</b>	None
<b>Description of Collateral</b>	None
<b>Other Material Terms</b>	None
<b>Maturity Date</b>	Payable on demand
<b>Date Entered Into</b>	Various

### 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>
Isai Bismark Cortez	10,710,000 shares of Common Stock	97.33%

## 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.

### Cash and Cash Equivalents



As of October 31, 2022 the Company had an aggregate of \$5,040.20 in cash and cash equivalents, leaving the Company with approximately 2 months of runway. Runway is calculated by dividing cash-on-hand by average monthly net loss (if any).

### **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.

The Company currently does not have any additional outside sources of capital other than the proceeds from the Offering.

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

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

### **Valuation**

Although the Securities provide certain terms, which may include a valuation cap, the Company has ascribed no pre-Offering valuation to the Company; the Securities are priced arbitrarily and the Company makes no representations as to the reasonableness of any specified valuation cap.

### **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.

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

None.

### **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	Exemption from Registration Used or Public Offering
Common Stock	\$1,071	10,710,000 shares of Common Stock	General Working Capital	July 2, 2018	Section 4(a)(2)
Convertible Note	\$93,600	5 Convertible Notes	General Working Capital	October 24, 2018 – January 15, 2019	Section 4(a)(2)
Common Stock	N/A – converted from convertible notes	293,647 shares of Common Stock	General Working Capital	September 30, 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:

- The Company received loan advances from Isai Bismark Cortez. As of December 31, 2021 and 2020 the balance of the advances from Mr. Cortez was \$174,537 and \$167,322. These advances have no interest rate or specified maturity date.
- The Company entered into a Common Stock Purchase Agreement with Isai Bismark Cortez, dated July 2, 2018, where Mr. Cortez purchased 10,710,000 shares of Common Stock from the Company at a purchase price of \$0.0001 per share for a total purchase price of \$1,071.00.

## 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 Investor should consult with its own counsel and advisors in evaluating an investment in the Offering and conduct independent due diligence.

**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.

The Company is not subject to any matters that would have triggered disqualification but occurred prior to May 16, 2016.

#### **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 <https://app.synkbooks.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.

#### **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/ Isai Bismark Cortez *Isai Cortez*  
(Signature)  
Isai Bismark Cortez  
(Name)  
Chief Executive Officer  
(Title)  
November 28, 2022  
(Date)

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/ Isai Bismark Cortez *Isai Cortez*  
(Signature)  
Isai Bismark Cortez  
(Name)  
Director  
(Title)  
November 28, 2022  
(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*

**Tax Lab Inc.**

(a California Corporation)

**Audited Financial Statements**

Period of January 1, 2020  
through December 31, 2021

Audited by:



TaxDrop LLC  
A New Jersey CPA Company

## Financial Statements

### Tax Lab Inc.

#### Table of Contents

Independent Accountant's Audit Report	FS-3
Financial Statements and Supplementary Notes	
Balance Sheets as of December 31, 2021 and December 31, 2020	FS-5
Income Statements for the period of January 1, 2020 through December 31, 2021	FS-6
Statements of Changes in Stockholders' Equity for the period of January 1, 2020 through December 31, 2021	FS-7
Statements of Cash Flows for the period of January 1, 2020 through December 31, 2021	FS-8
Notes and Additional Disclosures to the Financial Statements as of December 31, 2021 and December 31, 2020	FS-9





## Independent Auditor's Report

August 16, 2022

To: Board of Directors of Tax Lab Inc.

Attn: Isai Cortez, CEO

Re: 2021 and 2020 Financial Statement Audit – Tax Lab Inc.

### Report on the Audit of the Financial Statements

#### Opinion

We have audited the financial statements of Tax Lab Inc., which comprise the balance sheets as of December 31, 2021 and December 31, 2020, and the related statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements. In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Tax Lab Inc. as of December 31, 2021 and December 31, 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Tax Lab Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Tax Lab Inc.'s ability to continue as a going concern.

#### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Tax Lab Inc.'s internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Tax Lab Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Sincerely,

*TaxDrop LLC*

TaxDrop LLC  
Robbinsville, New Jersey  
August 16, 2022

**TAX LAB, INC**  
**BALANCE SHEETS**  
**December 31, 2021 and December 31, 2020**  
**(Audited)**

<b>ASSETS</b>	<b>2021</b>	<b>2020</b>
<b>Current Assets</b>		
Cash and Cash Equivalents	\$ 18,508	\$ 3,764
<b>Total Current Assets</b>	<b>18,508</b>	<b>3,764</b>
<b>Total Assets</b>	<b>\$ 18,508</b>	<b>\$ 3,764</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current Liabilities</b>		
Accounts Payable	5,896	2,728
Convertible notes		
<b>Total Current Liabilities</b>	<b>5,896</b>	<b>2,728</b>
<b>Long-Term Liabilities</b>		
Related Party Loans	174,537	167,322
Deferred Revenue	24,150	
<b>Total Long-Term Liabilities</b>	<b>198,687</b>	<b>167,322</b>
<b>Total Liabilities</b>	<b>204,583</b>	<b>170,050</b>
<b>Stockholders' equity</b>		
Common Stock, No Par Value; 21,000,000 authorized; 11,003,647 issued and outstanding at December 31, 2021 and 2020.	42,449	42,449
Retained Earnings	(228,524)	(208,735)
<b>Total Stockholders' Equity</b>	<b>(186,076)</b>	<b>(166,286)</b>
<b>Total Liabilities and Stockholders' Equity</b>	<b>\$ 18,508</b>	<b>\$ 3,764</b>

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

**TAX LAB, INC**  
**INCOME STATEMENTS**  
**For the Years Ended December 31, 2021 and December 31, 2020**  
**(Audited)**

	<u>2021</u>	<u>2020</u>
Revenues	\$ 60,778	\$ 38,508
Cost of sales	<u>2,387</u>	<u>650</u>
<b>Gross Profit</b>	<b>58,391</b>	<b>37,858</b>
<b>Operating Expenses</b>		
General and administrative	13,132	10,964
Legal and professional	1,875	-
Sales and marketing	15,675	350
Payroll	42,106	12,854
Web Services	<u>5,393</u>	<u>1,578</u>
<b>Total Operating Expenses</b>	<b><u>78,181</u></b>	<b><u>25,745</u></b>
<b>Other Income</b>		
Interest expense	<u>-</u>	<u>(4,845)</u>
<b>Total Other income (expense)</b>	<b><u>-</u></b>	<b><u>(4,845)</u></b>
<b>Net Income (Loss)</b>	<b><u><u>\$ (19,790)</u></u></b>	<b><u><u>\$ 7,267</u></u></b>

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

**TAX LAB, INC**  
**STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
**For the Years Ended December 31, 2021 and December 31, 2020**  
**(Audited)**

	Common Stock		Retained Earnings	Total Stockholders' Equity
	Shares	Value		
<b>Balance as of December 31, 2019</b>	10,710,000	\$ -	\$ (216,002)	\$ (216,002)
Conversion of Convertible notes	293,647	42,449	-	42,449
Net loss	-	-	7,267	7,267
<b>Balance as of December 31, 2020</b>	11,003,647	42,449	(208,735)	(166,286)
Net loss	-	-	(19,790)	(19,790)
<b>Balance as of December 31, 2021</b>	11,003,647	\$ 42,449	\$ (228,524)	\$ (186,076)

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

**TAX LAB, INC**  
**STATEMENTS OF CASH FLOWS**  
**For the Years Ended December 31, 2021 and December 31, 2020**  
**(Audited)**

	<u>2021</u>	<u>2020</u>
<b>Cash Flows from Operating Activities</b>		
Net Income (Loss)	\$ (19,790)	\$ 7,267
Adjustments to reconcile net income (loss) to net cash provided by operations:		
Accrued Interest Expense	\$ -	\$ 1,935
Changes in operating assets and liabilities:		
Accounts Payable	3,168	2,728
Deferred Revenue	24,150	
<b>Net cash provided by (used in) operating activities</b>	<u><b>7,528</b></u>	<u><b>11,930</b></u>
<b>Cash Flows from Investing Activities</b>		
<b>Net cash used in investing activities</b>	<u>-</u>	<u>-</u>
<b>Cash Flows from Financing Activities</b>		
Related Party Loan	7,216	21,711
Repayment of Convertible Loan	-	(30,000)
<b>Net cash used in financing activities</b>	<u><b>7,216</b></u>	<u><b>(8,289)</b></u>
<b>Net change in cash and cash equivalents</b>	<u><b>14,744</b></u>	<u><b>3,641</b></u>
Cash and cash equivalents at beginning of period	3,764	122
<b>Cash and cash equivalents at end of period</b>	<u><b>\$ 18,508</b></u>	<u><b>\$ 3,764</b></u>
<b>Noncash investing and financing activities:</b>		
Convertible Notes converted into Common Stock at the sum of principal and accrued interest	-	42,449

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

**TAX LAB, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**AS OF DECEMBER 31, 2021 AND 2020**

**NOTE 1 – NATURE OF OPERATIONS**

Tax Lab, Inc., doing business as SynkBooks (which may be referred to as the “Company”, “we,” “us,” or “our”) was registered in California on July 02, 2018. The Company develops and sells software as a service for standalone bookkeeping software and technology enabled bookkeeping and tax services. The Company’s headquarters are in Los Angeles, California. The company began operations in 2018.

Since Inception, the Company has relied on contributions from owners, and the issuance of convertible notes to fund its operations. As of December 31, 2021 an, the Company had no working capital and will likely incur additional losses prior to generating positive working capital. During the next twelve months, the Company intends to fund its operations with funding from a crowdfunding campaign (see Note 9), and funds from revenue producing activities, if and when such can be realized. If the Company cannot secure additional short-term capital, it may cease operations. These financial statements and related notes thereto do not include any adjustments that might result from these uncertainties.

**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"). Any reference in these notes to applicable guidance is meant to refer to U.S. GAAP as found in the Accounting Standards Codification (“ASC”) and Accounting Standards Updates (“ASU”) of the Financial Accounting Standards Board (“FASB”).

**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, 2021 and 2020, the Company had \$18,508 and \$3,764 of cash on hand, respectively.

**TAX LAB, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**AS OF DECEMBER 31, 2021 AND 2020**

**Receivables and Credit Policy**

The Company bills and collects subscriptions to its software as service in advance on a monthly, quarterly, or annual basis and has no accounts receivable.

**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.

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, 2021 and 2020, the unrecognized tax benefits accrual was zero.

**Revenue Recognition**

Effective January 1, 2020, the Company adopted ASC 606, *Revenue from Contracts with Customers*. Results for reporting periods beginning after January 1, 2020 are presented under Topic 606, while prior period amounts have not been adjusted and continue to be reported in accordance with our historic accounting. There was no adjustment to beginning retained earnings on January 1, 2020.

Revenue is recognized when control of the promised goods or services is transferred to the Company's customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services. The Company generates revenues by selling subscriptions to its language learning platform.

We determine revenue recognition through the following steps:

- identification of the contract, or contracts, with a customer;
- identification of the performance obligations in the contract;
- determination of the transaction price;
- allocation of the transaction price to the performance obligations in the contract; and
- recognition of revenue when, or as, we satisfy a performance obligation.



**TAX LAB, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**AS OF DECEMBER 31, 2021 AND 2020**

The Company's payments are generally collected upfront. While contracts are billed monthly, certain subscriptions representing several months of service are billed up front, with revenue recognized over the duration of the contract.

**Organizational Costs**

In accordance with FASB ASC 720, organizational costs, including accounting fees, legal fee, and costs of incorporation, are expensed as incurred.

**Advertising**

The Company expenses advertising costs as they are incurred.

**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 2016-02 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, 2021. 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 – NOTES PAYABLE**

The Company has \$68,600 of 5% unsecured convertible note (the "Note") due September 30, 2020 ("Maturity Date"). The Note is due on the Maturity Date with accrued interest if the Notes do not convert prior to the maturity date. The Note is convertible into common stock at the note holders request on the maturity date. Upon the Maturity Date, \$38,600 with interest of convertible debt was converted into 293,647 shares of common stock and 30,000 with interest was repaid.

**NOTE 4 – RELATED PARTY**

The Company received advances from related party officers in the forms of loans. As of December 31, 2021 and 2020 the balance of the advances from related parties was \$174,537 and \$167,322. These advances have no interest rate or specified maturity date.

**NOTE 5 – INCOME TAXES**

**TAX LAB, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**AS OF DECEMBER 31, 2021 AND 2020**

The Company has filed its income tax return for the period ended December 31, 2021 and 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 C Corporation.

**NOTE 6 – EQUITY**

**Common Stock**

The Company authorized 21,000,000 shares of common stock with no par value. In 2020 293,647 shares were issued as a result of As of December 31, 2021, and December 31 2020, the Company had 11,003,647 shares of common stock outstanding.

**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, 2021 and 2020.

**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 and incurred a loss since inception. 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**

**Crowdfunded Offering**

The Company is offering (the “Crowdfunded Offering”) up to \$3,000,000 in SAFEs. The Company is attempting to raise a minimum amount of \$25,000 in this offering. The Company must receive commitments from investors totaling the minimum amount by the offering deadline listed in the Form C, as amended in order to receive any funds.

The Crowdfunded Offering is being made through OpenDeal Portal LLC (the “Intermediary” aka “Republic” or “Republic.co”). The Intermediary will be entitled to receive a 6% commission fee and 2% of the securities issued in this offering.

**Management’s Evaluation**

**TAX LAB, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**AS OF DECEMBER 31, 2021 AND 2020**

Management has evaluated subsequent events through August 16, 2022, 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**

*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 SUBSCRIPTION 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 SUBSCRIPTION OF THE SECURITIES BY ANY FOREIGN SUBSCRIBER.

**TAX LAB, INC. D/B/A SYNKBOOKS**

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

**Series 2022**

THIS CERTIFIES THAT in exchange for the payment by [Investor Name] (the “**Investor**”, and together with all other Series 2022 Crowd SAFE holders, “**Investors**”) of \$[ ] (the “**Subscription Amount**”) on or about [Date of Crowd SAFE], Tax Lab, Inc. d/b/a SynkBooks, a California 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 “**Valuation Cap**” is \$15,000,000.

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 Subscription Amount to Capital Stock; or (2) issue to the Investor a number of shares 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 Capital Stock shall equal the quotient obtained by dividing (x) the Subscription Amount by (y) the **First Equity Financing Price** (as defined below).

(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 Subscription Amount to Capital Stock; or (2) issue to the Investor a number of shares of Capital Stock (whether Preferred Stock or another class issued by the Company) sold in the Subsequent Equity Financing. The number of shares of such Capital Stock shall equal to the quotient obtained by dividing (x) the Subscription Amount by (y) the First Equity Financing Price.

(b) **Liquidity Event.**

(i) If there is a Liquidity Event before the termination of this instrument and before any Equity Financing, the Investor 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 Subscription 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 Subscription 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, each 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 Subscription 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 Subscription 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 Subscription Amounts. In connection with this Section 1(b), the Subscription 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 Section 1(b)(i)(2) or Section 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.

(c) **Dissolution Event.** If there is a Dissolution Event (defined below) before this instrument terminates in accordance with Section 1(a) or Section 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 Capital Stock 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 Section 1(b) or Section 1(c).

## **2. Definitions**

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

**“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 of the Company.

**“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 Capital Stock to one or more third parties following the date of this instrument from which the Company receives gross proceeds of not less than \$1,000,000 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.

**“First Equity Financing Price”** shall mean (x) if the pre-money valuation of the Company immediately prior to the First Equity Financing is less than or equal to the Valuation Cap, the lowest price per share of the Equity Securities sold in the First Equity Financing or (y) if the pre-money valuation of the Company immediately prior to the First Equity Financing is greater than the Valuation Cap, the SAFE Price.

**“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 Capital Stock 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.

#### **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 subscribe to 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 subscription of 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 of its beneficial interest in the Crowd SAFE; (ii) any foreign exchange restrictions applicable to such subscription; (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 subscription, 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 of this 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 Subscription 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) If the Investor intends to transfer the Crowd SAFE ("**Transfer**") in accordance with this Section 5, the investor accepting transfer ("**Transferee**") must pass and continue to comply with the Nominee's (as defined in Exhibit A) (and any applicable affiliate's) know your customer ("**KYC**") and anti-money laundering ("**AML**") policies and execute Exhibit A contemporaneously and in connection with the Transfer. The Investor understands that the Transferee's failure to pass the requisite KYC and AML procedures or to execute Exhibit A contemporaneously with the Transfer will render the Transfer void, null, unenforceable, and the Transferee will be unable to redeem their security.

(g) 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 execute the Nominee Rider and Waiver, attached hereto as Exhibit A contemporaneously and in connection with the subscription of this Crowd SAFE. The Investor agrees and understands that the Investor's failure to execute Exhibit A contemporaneously with this Crowd SAFE will render the Crowd SAFE void, null and unenforceable.

(b) 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.

(c) 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 Subscription Amount of each Investors Crowd SAFE).

(d) 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.

(e) 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.

(f) 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.

(g) 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.

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

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

(j) 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 within twenty-five (25) miles of the Company's principal place of business. 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.

(k) 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).

(l) 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.

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

**TAX LAB, INC. D/B/A SYNKBOOKS**

By:

Name: Isai Bismark Cortez

Title: Chief Executive Officer

Address: 1370 N. St Andrews Pl., Los Angeles, CA, 90028

Email: isai@synkbooks.com

**INVESTOR:**

By:

Name:

## EXHIBIT A

### Nominee Rider and Waiver

Republic Investment Services LLC (f/k/a NextSeed Services, LLC) (the “**Nominee**”) is hereby appointed to act on behalf of the Investor as agent and proxy in all respects under the Crowd SAFE Series 2022 issued by Tax Lab, Inc. d/b/a SynkBooks (the “**Security**”). The Nominee shall receive all notices and communications on behalf of the Investor, and cause the Security, or any securities which may be acquired upon conversion thereof (the “**Conversion Securities**”) to be custodied with a qualified custodian of the Nominee’s sole discretion (“**Custodial Conversion**”). The Nominee is authorized and empowered to undertake Custodial Conversion at any point after issuance of the Securities. To the extent the holders of Securities or Conversion Securities are entitled to vote at any meeting or take action by consent, Nominee is authorized and empowered to vote and act on behalf of Investor in all respects thereto (without prior or subsequent notice to the Investor) until the expiry of the Term (as defined below) (collectively the “**Nominee Services**”). Defined terms used in this Nominee Rider are controlled by the Security unless otherwise defined.

Nominee shall vote all such Securities and Conversion Securities consistently at the direction of the Chief Executive Officer of Tax Lab, Inc. d/b/a SynkBooks. Neither Nominee nor any of its affiliates nor any of their respective officers, partners, equity holders, managers, officers, directors, employees, agents or representatives shall be liable to Investor for any action taken or omitted to be taken by it hereunder, or in connection herewith or therewith, except for damages caused by its or their own recklessness or willful misconduct.

Upon any conversion of the Securities into Conversion Securities of the Company, in accordance with the terms of the Securities, Nominee will execute and deliver to the Issuer all transaction documents related to such transaction or other corporate event causing the conversion of the Securities in accordance therewith; *provided*, that such transaction documents are the same documents to be entered into by all holders of other Securities of the same class issued by the Company that will convert in connection with the equity financing or corporate event and being the same as the subscribers in the equity financing or corporate transaction. The Investor acknowledges and agrees, as part of the process, the Nominee may open an account in the name of the Investor with a qualified custodian and allow the qualified custodian to take custody of the Conversion Securities in exchange for a corresponding beneficial interest held by the Investor. Upon any such conversion or changing of title, Nominee will take reasonable steps to send notice to the Investor, including by e-mail, using the last known contact information of such Investor.

The “**Term**” the Nominee Services will be provided will be the earlier of the time which the Securities or any Conversion Securities are (i) terminated, (ii) registered under the Exchange Act, or (iii) the time which the Nominee, the Investor and the Company mutually agree to terminate the Nominee Services.

To the extent you provide the Issuer with any personally identifiable information (“**PII**”) in connection with your election to invest in the Securities, the Issuer and its affiliates may share such information with the Nominee, the Intermediary, and the appointed transfer agent for the Securities solely for the purposes of facilitating the offering of the Securities and for each party to provide services with respect to the ownership and administration of the Securities. Investor irrevocably consents to such uses of Investor’s PII for these purposes during the Term and Investor acknowledges that the use of such PII is necessary for the Nominee to provide the Nominee Services.

*(Remainder of Page Intentionally Blank – Signature Page to Follow)*



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

**INVESTOR:**

By:  
Name:  
Date:

**NOMINEE:**

**Republic Investment Services LLC**

By:  
Name: Youngro Lee, President  
Date:

**COMPANY:**

**TAX LAB, INC. D/B/A SYNKBOOKS**

By:  
Name: Isai Bismark Cortez, CEO  
Date:

**EXHIBIT C**

*Video Transcript*

Speaker 1:

Owning and starting and running a business is all very scary. Along the process, there were a lot of things that I didn't know how to do and I didn't know who to talk to about them.

Speaker 2:

Through searching for different solutions to help us with our bookkeeping, we found SynkBooks. We had a really seamless transition to be able to use SynkBooks and kind of let us focus on growing our business and being good at what we're doing.

Speaker 3:

Being able to just look at SynkBooks and see where's our expenditures going? Where's the money going? What's the ROI of that? That's what SynkBooks has done a lot for us.

Speaker 1:

Another thing I love about SynkBooks is they have an incredible team that reaches out right away with any questions that I may have.

Speaker 3:

It's like, you don't have to think about the money, cause SynkBooks doesn't Thinking for you. Sync Books makes it simple.

**EXHIBIT D**

*Testing the Waters Communications*



Campaign tools

# Tax Lab, Inc

The better bookkeeping and tax solution: AI-driven, developed by a tax lawyer

AI ENABLED  
BOOKKEEPING  
TAX SOFTWARE  
AND SERVICES.



**\$18,850**  
Total reserved

**21**  
Reservations

Reserve your spot now to ensure you can invest when Tax Lab, Inc starts the offering.

Reserve Tax Lab, Inc

\$150 minimum reservation

Support

## Highlights

Add investment summary...

Streamlined bookkeeping — only what you need to get tax-return-ready

Better bookkeeping & tax experiences for small business owners

Faster, easier categorization with machine learning

590% revenue growth (H1 2021 to H1 2022) | \$193k gross YTD

Overseeing \$14M+ in gross receipts for current client base

Founder/CEO with 1000s of hours of tax litigation/audit experience

Custom content (Republic admins only)

## Problem

# Bookkeeping is challenging

For small and medium size business, doing bookkeeping is really challenging, takes a lot of time and business owners still make a lot of mistakes.

**BANK ACCOUNT TRANSACTIONS**

**Update the information**

**Too many category options**

**A SMALL LIST OF CATEGORY OPTIONS**

Reserve Tax Lab, Inc

\$150 minimum reservation

? Support

The profit and loss never matches your business tax forms—resulting in **expense, time and risk** for owners, including audits & penalties.

### Actual QuickBooks Output

Misc	4,789.63
Post Production	11,120.45
Production	91,802.20
Videography	29,654.32
<b>Total Income</b>	<b>137,366.60</b>
Expense	
Travel	1,649.48
Meals and Entertainm...	812.63
Subcontractor	15,628.42
Automobile Expense	3,896.18
Bank Service Charges	47.50
Depreciation Expense	25,693.57
Dues and Subscriptions	2,841.66
Equipment Rental	2,882.29
Insurance	3,650.14
Licenses and Permits	643.00
Postage and Delivery	129.61
Printing and Reproduc...	17.28
Rent	4,279.75
Repairs	2,499.82
Supplies	2,399.66
Telephone	1,887.88
Travel & Ent	
Entertainment	10.75
Meals	993.80
Travel	4,681.16
Travel & Ent - Other	34.22
<b>Total Travel &amp; Ent</b>	<b>5,719.93</b>
Use Tax Payable	223.50
Parking	110.80
Advertising	83.40
<b>Total Expense</b>	<b>75,091.50</b>

### Standard Business Tax Prep Fee \$750-\$1,500

**Form 1120S U.S. Income Tax Return for an S Corporation**

Do not file this form unless the corporation has filed or is attaching Form 990 to select to be an S corporation.

Go to [www.irs.gov/Form1120S](https://www.irs.gov/Form1120S) for instructions and the latest information.

For calendar year 2018 or tax year beginning 2018, ending 2018

A. S corporation effective date

B. Business activity code number (see instructions)

C. Check box if S corporation

D. Employer identification number

E. Date incorporated

F. Total assets (see instructions)

G. Is the corporation electing to be an S corporation beginning with this tax year? Yes ☐ No ☐ If "Yes," attach Form 2553 if not already filed.

H. Check if: (a) ☐ Final return (b) ☐ Name change (c) ☐ Address change (d) ☐ Amended return (e) ☐ S election termination or revocation

I. Enter the number of shareholders who were shareholders during any part of the tax year

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

1a. Gross receipts or sales 1b. Returns and allowances 1c. Balance. Subtract line 1b from line 1a 1d. Cost of goods sold (attach Form 1120-A) 1e. Gross profit. Subtract line 1d from line 1c 1f. Net gain (loss) from Form 4797, line 17 (attach Form 4797) 1g. Other income (loss) (see instructions—attach statement) 1h. Total income (loss). Add lines 1b through 1g 2. Compensation of officers (see instructions—attach Form 1120-4) 3. Salaries and wages (less employment credits) 4. Repairs and maintenance 5. Bad debts 6. Rents 7. Taxes and licenses 8. Interest (see instructions) 9. Depreciation not claimed on Form 1125-A or equivalent return (attach Form 4562) 10. Depletion (Do not deduct oil and gas depletion) 11. Advertising 12. Pension, profit-sharing, etc., plans 13. Employee benefit programs 14. Other deductions (attach statement) 15. Total deductions. Add lines 2 through 14 16. Ordinary business income (loss). Subtract line 15 from line 1h 17. Excess net passive income or LIFO recapture tax (see instructions) 18. Tax from Schedule D (Form 1120-B) 19. Add lines 17 and 18 (see instructions for additional taxes) 20. 2018 estimated tax payments and 2017 overpayment credited to 2018 21. Tax deposited with Form 7064 22. Credit for federal tax paid on fuels (attach Form 4136) 23. Refundable credit from Form 8827, line 8c 24. Add lines 20a through 23c 25. Estimated tax penalty (see instructions). Check if Form 2220 is attached 26. Amount owed. If line 23c is smaller than the total of lines 22c and 24, enter amount owed 27. Overpayment. If line 23c is larger than the total of lines 22c and 24, enter amount overpaid 28. Enter amount from line 26. Credited to 2019 estimated tax 29. Refund 30. May the IRS discuss this return with the preparer or other person? Yes ☐ No ☐ If "Yes," enter name and title of person

Sign Here

Signature of officer Date Title

## Solution

## There is a better way

Introducing a better bookkeeping solution developed by a tax lawyer who has spent his career defending clients from IRS audits all the way up to the United States Tax Court. The difference:

- Easy to understand
- Faster and easier categorization
- Get only what you need
- "Tax Return Ready" numbers

Along with our SynkBooks' bookkeeping software we offer our clients tech enabled services to manage their

**Reserve Tax Lab, Inc**

**\$150 minimum reservation**

**Support**

- Provide Financial Statements
- File Tax Returns
- IRS audit protection (no additional charge)

## Product

# SynkBooks uses machine learning AI to help categorize bank account transactions

Amount	Date	Description
364.6	2019-02-08 UNITED	0162437395215
20	2019-02-07 MYFAX *PROTUS IP SOLN	
28.46	2019-02-07 SP * LOVEPOPCARDS.COM	
375	2018-09-25 ASANA.COM	
26.56	2018-09-24 LOS CINCO PUNTOS	
30.65	2018-09-24 TST* HOME STATE HIGHLAND	
17	2018-09-23 FIVERR	
25.07	2018-09-21 76 - DBA BROADWAY OIL 176	
0.5	2018-08-23 WEHO Street Meters	
25	2018-01-11 CCH TAXWISE/ATX/IFIRM	
25	2018-01-11 CCH TAXWISE/ATX/IFIRM	
66.48	2018-01-11 SUPPLIESOUTLET.COM	
10.01	2018-01-10 Shell	
59.99	2018-01-10 Time Warner Cable	
38.72	2018-01-08 RINGCENTRAL, INC	
20	2018-01-07 MYFAX *PROTUS IP SOLN	
28.21	2018-01-07 POKE EXPRESS LT BY HONDA	
350	2018-01-02 YELPINC*BIZSERVICES	
148	2019-02-04 CITY OF LA DOT PVB BPBHW	
5	2019-02-03 GSUITE_bismark	
25.48	2019-02-03 GSUITE_bismark	
1580.19	2019-01-27 CCH TAXWISE/ATX/IFIRM	
0.75	2019-01-27 LA CITY PARKING METER	
7	2019-01-27 LA CITY PARKING METER	
17.16	2019-01-24 Shell	
36	2019-01-23 BOB HOPE AIRPORT	

Machine learning  
vector, leveraging AI  
for our proprietary  
categorization model



Accuracy > 90%  
Speed = 1000s of  
transactions per minute

DATE/T	TRANSACTION	CATEGORY	SUBCATEGORY	ACCOUNT	INCOME	EXPENSE
02/08/2019	RYVAL DES TRANSFER ID:1004R0008142 INENBISMARK TAX INC. CO ID:RYVALSD11.PPD	Gross receipts or sales		Bank of America 0917	\$1019.34	
02/07/2019	RYVAL DES TRANSFER ID:1004R0008142 INENBISMARK TAX INC. CO ID:RYVALSD11.PPD	Gross receipts or sales		Bank of America 0917	\$1699.04	
02/04/2019	Payroll DES Tax ID:2607730 INENBISMARK TAX, INC. CO ID:1943345425	Salaries and Wages		Bank of America 0917		\$94.47
02/04/2019	PAYROLL DES PAYROLL ID:2607730 INENBISMARK TAX, INC. CO ID:4462802042 CCD	Salaries and Wages		Bank of America 0917		\$224.35
02/04/2019	PAYROLL DES PAYROLL ID:2607730 INENBISMARK TAX, INC. CO ID:4462802042 CCD	Salaries and Wages		Bank of America 0917		\$202.55
02/04/2019	PAYROLL DES PAYROLL ID:2607730 INENBISMARK TAX, INC. CO ID:4462802042 CCD	Salaries and Wages		Bank of America 0917		\$41.11
02/03/2019	YELP INC *ESS 380 PEST	Advertising		Chase 3616		\$350
02/21/2019	ADVERTISING 32088602	Advertising		Chase 3616		\$400
01/29/2019	BROFAMERICA ATH101219000000141 DEPOSIT HOLLYWOOD GALAXY LOS ANGELES CA CNCD481580067842815	Gross receipts or sales		Bank of America 0917	\$1000	
01/28/2019	RYVAL DES TRANSFER ID:1004R0008142 INENBISMARK TAX INC. CO ID:RYVALSD11.PPD	Gross receipts or sales		Bank of America 0917	\$1019.34	

SynkBooks' Categories match the tax return, which creates a clean Profit and Loss and Tax Form preview simultaneously.

Export

Find a transaction

Export

Search here

	DATE/T	TRANSACTION	CATEGORY	SUBCATEGORY	ACCOUNT	INCOME	EXPENSE
<div><div></div><div></div></div>	02/08/2019	RYVAL DES TRANSFER ID:1004R0008142 INENBISMARK TAX INC. CO ID:RYVALSD11.PPD	Gross receipts or sales		Bank of America 0917	\$1019.34	
<div><div></div><div></div></div>	02/07/2019	RYVAL DES TRANSFER ID:1004R0008142 INENBISMARK TAX INC. CO ID:RYVALSD11.PPD	Gross receipts or sales		Bank of America 0917	\$1699.04	
<div><div></div><div></div></div>	02/04/2019	Payroll DES Tax ID:2607730 INENBISMARK TAX, INC. CO ID:1943345425 CCD	Salaries and Wages		Bank of America 0917		\$94.47
<div><div></div><div></div></div>	02/04/2019	PAYROLL DES PAYROLL ID:2607730 INENBISMARK TAX, INC. CO ID:4462802042 CCD	Salaries and Wages		Bank of America 0917		\$224.35
<div><div></div><div></div></div>	02/04/2019	PAYROLL DES PAYROLL ID:2607730 INENBISMARK TAX, INC. CO ID:4462802042 CCD	Salaries and Wages		Bank of America 0917		\$202.55
<div><div></div><div></div></div>	02/04/2019	PAYROLL DES PAYROLL ID:2607730 INENBISMARK TAX, INC. CO ID:4462802042 CCD	Salaries and Wages		Bank of America 0917		\$41.11

PROFIT AND LOSS  
TESTER 19  
FORM 1120S

01/01/2018 - 12/31/2018

INCOME

Gross receipts or sales

Returns and allowances

COGS

Other Income

Total Income

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

EXPENSE

Compensation of Officers

Salaries and Wages

Repairs and maintenance

Rentals

Taxes and licenses

Interest

Advertising

Pension and profit-sharing plans

Employee benefit plans

Other Deductions

Insurance

Provision and profit-sharing plans

Other Deductions

\$212,289.13

\$511.04

\$1,219.59

\$60,790.63

\$14,302.28

\$200.00

\$1,000.00

\$5,557.22

\$5,379.37

\$1,114.00

\$2,821.84

\$156,950.50

\$156,950.50

PROFIT AND LOSS  
TESTER 19  
FORM 1120S

01/01/2018 - 12/31/2018

Form 1120S

Template

For calendar year 2017, or tax year beginning 2017, ending 2017

Caution: Includes only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income

1 Gross receipts or sales

2 Returns and allowances

3 a COGS

4 Other Income

5 Gross profit

6 Total income

7 Compensation of Officers

8 Salaries and Wages

9 Repairs and maintenance

10 Rentals

11 Taxes and licenses

12 Interest

13 Advertising

14 Pension and profit-sharing plans

15 Employee benefit plans

16 a Other Deductions

b Insurance

1 0

2 0

3a NA

4 8,829.48

5 0

6 8,829.48

7 0

8 0

9 216.50

10 12,261.13

11 511.04

12 1,219.59

13 16,724

14 0

15 0

16a 16,790.63

b 2,981.76

Reserve Tax Lab, Inc

\$150 minimum reservation

? Support





## SynkBooks' Customer Success Stories with Shred Manufacturing



## SynkBooks' Customer Success Stories with Plants and Spaces



**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**

## Business model

### Multiple revenue channels

We make money 3 different ways.

1. We have our standalone software that people can use to do their own bookkeeping.
2. We offer tech enabled bookkeeping and tax services which is a majority of our revenue.
3. We offer clean up or compliance services to help our clients get back on track with their bookkeeping and tax needs.

Finally, we oversee a little over \$14,000,000 of gross receipts for our current customer base. That means as we grow we will easily oversee beyond \$100,000,000 of gross receipts which will unlock new services and offerings to our clients.

*\* Click here for important information regarding Financial Projections which are not guaranteed.*

## Market

**65M businesses  
in the US alone**



Reserve Tax Lab, Inc

\$150 minimum reservation

[? Support](#)

A graphic consisting of a semi-circle divided into three concentric regions. The outermost region is black, the middle region is pink, and the innermost region is white. The text "Serviceable Obtainable Market" is centered in the white region.

## Serviceable Obtainable Market

**The small business sector is growing in the U.S. and worldwide.**

- TAM 75 million businesses (U.S. 65M, Canada 3M, UK 5M and Australia 3M)
- SAM 65 million businesses (U.S.)
- SOM 1,300,000

## Competition

### We make it easy

Our competition uses complicated and hard-to-understand software and reporting. We use our own bookkeeping software to streamline the process from bookkeeping to taxes.

What a lot of small business don't understand is that, for the most part, you can use a pencil and paper and the IRS would still be ok with that. (You can look at Internal Revenue Code Section 6001.) So when our competitors are talking about all the things they offer, it won't really matter to most small businesses — who don't require as much as they think they might.

To provide a better, more streamlined experience, we give small businesses only what they need: a clean profit and loss, and tax-return-ready financials.

## Vision

**Help SynkBooks get to the next level**

Reserve Tax Lab, Inc

\$150 minimum reservation

 **Support**

- Go to market channels
- Business advisory capacity
- Customer Acquisition

## AI ENABLED BOOKKEEPING SERVICES AND BOOKKEEPING SOFTWARE.



## Funding

### **(Mostly) bootstrapped & growing fast**

We raised a friends in family round of \$68,600, but we had to pay around half of it back since it was a convertible note. We have bootstrapped the rest and we are very proud of that. Despite not having institutional funding we managed to grow over 590% from that first 6 months of 2021 vs the first 6 months of 2022. We are very proud of our accomplishments and are excited to be on Republic for our next growth phase.

## Founders



Isai Bismark Cortez

**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**



- 1000s of hours of Government tax audit experience



**Lonny Schwartz**  
CMO

- 25+ years of marketing experience
- Growth experience in the B2B marketing
- Successful exits in multiple companies

Add new section

## Bonus perks ⓘ

If Tax Lab, Inc launches an offering and you complete an investment, you may receive perks.

<b>Reserve</b> \$250	<b>Receive</b> 1 Year Subscription to the Synkbooks platform (retail value of \$300)
<b>Reserve</b> \$500	<b>Receive</b> 2 Year Subscription to the Synkbooks Platform (Retail value of \$600)
<b>Reserve</b> \$750	<b>Receive</b> "Thank You" package and SynkBooks swag kit (T-shirt, Hat and Laptop Sticker)
2 reservations <b>Reserve</b> \$1,500	<b>Receive</b> Previous benefits + Lifetime Subscription to the Synkbooks Platform (not available via retail channels)


**Reserve Tax Lab, Inc**

\$150 minimum reservation

 **Support**

Previous benefits + Invitation to participate in Quarterly Investor Update calls. You will be noted as such on our website (if desired).	
<b>Reserve</b> \$5,000	<b>Receive</b> Previous benefits + Invitation to participate in Quarterly Investor Update calls.  Limited (100 left of 100)
<b>Reserve</b> \$10,000	<b>Receive</b> Previous benefits + Invitation to a monthly "round table" Q&A with Synkbooks Founders and leadership team.  Limited (50 left of 50)
<b>Reserve</b> \$25,000	<b>Receive</b> Previous benefits + invitation to a biannual investor summit (6-hour on-site that includes participation in strategic growth, roadmap, and CX workshops) to help guide company roadmap.  Limited (10 left of 10)

## About Tax Lab, Inc

Legal Name	Tax Lab, Inc.
Founded	Jul 2018
Form	California Corporation
Employees	6
Website	app.synkbooks.om
Social Media	 
Headquarters	1601 Vine Street, 600, Los Angeles, CA, United States 90028

## Tax Lab, Inc Team

Everyone helping build Tax Lab, Inc, not limited to employees

### Reserve Tax Lab, Inc

\$150 minimum reservation

 Support



Giving everyone access to early-stage startup investing



Your FAQ section is empty

Provide answers to important or common questions about Tax Lab, Inc.

For investors

For startups

Add question

Why invest

Why raise

How it works

Learn

FAQ

FAQ

Risks

Instruments

Privacy policy

Crowd SAFE

Accessibility

Storage Preferences

Crypto

Company

For investors

About

For companies

Journal

How it works

Events

Token DPA

Contact

We're hiring!

Refer a startup, get \$2,500

This site (the "Site") is owned and maintained by OpenDeal Inc., which is not a registered broker-dealer. OpenDeal Inc. does not give investment advice, endorsement, analysis or recommendations with respect to any securities. All securities listed here are being offered by, and all information included on this Site is the responsibility of, the applicable issuer of such securities. The intermediary facilitating the offering will be identified in such offering's documentation.

All funding-portal activities are conducted by OpenDeal Portal LLC doing business as Republic, a funding portal which is registered with the US Securities and Exchange Commission (SEC) as a funding portal (Portal) and is a member of the Financial Industry Regulatory Authority (FINRA). OpenDeal Portal LLC is located at 149 E 23rd St #2001, New York, NY 10010, please check out background on FINRA's [Funding Portal page](#).

All broker-dealer related securities activity is conducted by OpenDeal Broker LLC, an affiliate of OpenDeal Inc. and OpenDeal Portal.

Reserve Tax Lab, Inc

\$150 minimum reservation

Support



Certain pages discussing the mechanics and providing educational materials regarding regulation crowdfunding offerings may refer to OpenDeal Broker LLC and OpenDeal Portal LLC collectively as “Republic”, solely for explanatory purposes.

Neither OpenDeal Inc., OpenDeal Portal LLC nor OpenDeal Broker LLC make investment recommendations and no communication, through this Site or in any other medium should be construed as a recommendation for any security offered on or off this investment platform. Investment opportunities posted on this Site are private placements of securities that are not publicly traded, involve a high degree of risk, may lose value, are subject to holding period requirements and are intended for investors who do not need a liquid investment. Past performance is not indicative of future results. Investors must be able to afford the loss of their entire investment. Only qualified investors, which may be restricted to only Accredited Investors or non-U.S. persons, may invest in offerings hosted by OpenDeal Broker.

Neither OpenDeal Inc., OpenDeal Portal LLC nor OpenDeal Broker LLC, nor any of their officers, directors, agents and employees makes any warranty, express or implied, of any kind whatsoever related to the adequacy, accuracy or completeness of any information on this Site or the use of information on this site. Offers to sell securities can only be made through official offering documents that contain important information about the investment and the issuers, including risks. Investors should carefully read the offering documents. Investors should conduct their own due diligence and are encouraged to consult with their tax, legal and financial advisors.

By accessing the Site and any pages thereof, you agree to be bound by the [Terms of Use](#) and [Privacy Policy](#). Please also see OpenDeal Broker's [Business Continuity Plan](#) and [Additional Risk Disclosures](#). All issuers offering securities under regulation crowdfunding as hosted by OpenDeal Portal LLC are listed on the [All Companies Page](#). The inclusion or exclusion of an issuer on the [Platform Page](#) and/or Republic's [Homepage](#), which includes offerings conducted under regulation crowdfunding as well as other exemptions from registration, is not based upon any endorsement or recommendation by OpenDeal Inc, OpenDeal Portal LLC, or OpenDeal Broker LLC, nor any of their affiliates, officers, directors, agents, and employees. Rather, issuers of securities may, in their sole discretion, opt-out of being listed on the [Platform Page](#) and [Homepage](#).

**Investors should verify any issuer information they consider important before making an investment.**

Investments in private companies are particularly risky and may result in total loss of invested capital. Past performance of a security or a company does not guarantee future results or returns. Only investors who understand the [risks of early stage investment](#) and who meet the Republic's [investment criteria](#) may invest.

Neither OpenDeal Inc., OpenDeal Portal LLC nor OpenDeal Broker LLC verify information provided by companies on this Site and makes no assurance as to the completeness or accuracy of any such information. Additional information about companies fundraising on the Site can be found by searching the [EDGAR database](#), or the offering documentation located on the Site when the offering does not require an EDGAR filing.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore, when you use the Services we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license, passport or other identifying documents.

Republic and its affiliates are not and do not operate or act as a bank. Certain banking services are provided by BankProv, member FDIC / member DIF. Digital (crypto) assets and investment products are not insured by the FDIC, may lose value, and are not deposits or other obligations of BankProv and are not guaranteed by BankProv. Terms and conditions apply.

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

**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**

Invest in startups using your credit card



Made in SF/NYC

---

**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**



**Company  
Name**

Tax Lab, Inc

**Logo**



**Headline**

The better bookkeeping and tax solution: AI-driven, developed by a tax lawyer

**Slides**



**Tags**

Companies, Coming Soon, Crowd SAFE, AI & Machine Learning, Accounting

**Pitch text****Summary**

- Streamlined bookkeeping — only what you need to get tax-return-ready
- Better bookkeeping & tax experiences for small business owners
- Faster, easier categorization with machine learning
- 590% revenue growth (H1 2021 to H1 2022) | \$193k gross YTD
- Overseeing \$14M+ in gross receipts for current client base
- Founder/CEO with 1000s of hours of tax litigation/audit experience

**Problem****Bookkeeping is challenging**

For small and medium size business, doing bookkeeping is really challenging, takes a lot of time and business owners still make a lot of mistakes.

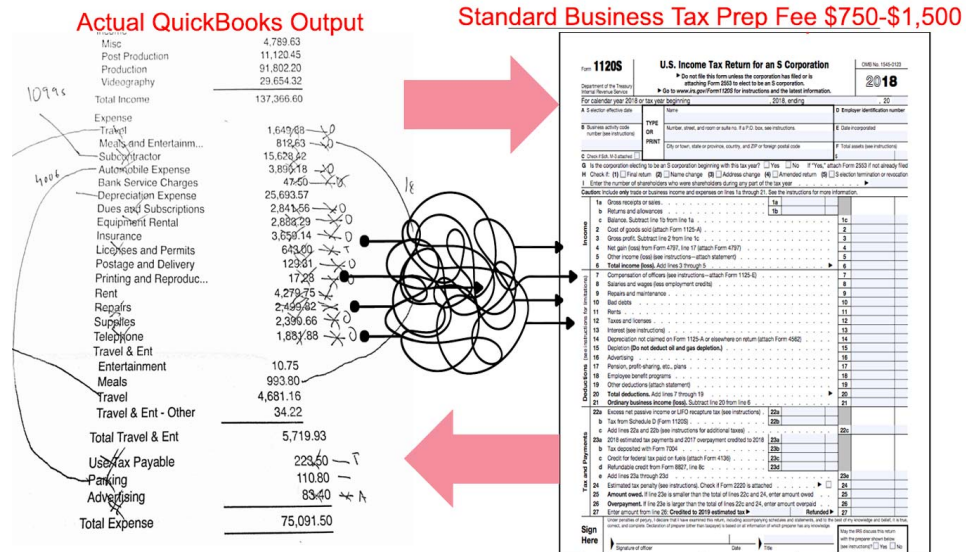
**BANK ACCOUNT TRANSACTIONS**

**Update the information**

**Too many category options**

**A SMALL LIST OF CATEGORY OPTIONS**

The profit and loss never matches your business tax forms—resulting in **expense, time and risk** for owners, including audits & penalties.



## Solution

# There is a better way

Introducing a better bookkeeping solution developed by a tax lawyer who has spent his career defending clients from IRS audits all the way up to the United States Tax Court. The difference:

- Easy to understand
- Faster and easier categorization
- Get only what you need
- “Tax Return Ready” numbers

Along with our SynkBooks' bookkeeping software we offer our clients tech enabled services to manage their bookkeeping and tax needs.

- Categorize transactions
- Provide Financial Statements
- File Tax Returns
- IRS audit protection (no additional charge)

## Product

# SynkBooks uses machine learning AI to help categorize bank account transactions

Amount	Date	Description
364.6	2019-02-08	UNITED 0162437395215
20	2019-02-07	MYFAX *PROTUS IP SOLN
28.46	2019-02-07	SP * LOVEPOPCARDS.COM
375	2018-09-25	ASANA.COM
26.56	2018-09-24	LOS CINCO PUNTOS
30.65	2018-09-24	TST* HOME STATE HIGHLAND
17	2018-09-23	FIVERR
25.07	2018-09-21	76 - DBA BROADWAY OIL 176
0.5	2018-08-23	WEHO Street Meters
25	2018-01-11	CCH TAXWISE/ATX/FIRM
25	2018-01-11	CCH TAXWISE/ATX/FIRM
68.48	2018-01-11	SUPPLIESOUTLET.COM
10.01	2018-01-10	SHILLIES
59.99	2018-01-10	Time Warner Cable
38.72	2018-01-08	RINGCENTRAL, INC
20	2018-01-07	MYFAX *PROTUS IP SOLN
28.21	2018-01-07	POKE EXPRESS LT BY HONDA
350	2018-01-02	YELPINC*BIZSERVICES
148	2019-02-04	CITY OF LA DOT PVB BPBHW
5	2019-02-03	GSUITE_bismark
25.48	2019-02-03	GSUITE_bismark
1580.19	2019-01-27	CCH TAXWISE/ATX/FIRM
0.75	2019-01-27	LA CITY PARKING METER
7	2019-01-27	LA CITY PARKING METER
17.16	2019-01-24	Shell
36	2019-01-23	BOB HOPE AIRPORT

Machine learning vector, leveraging AI for our proprietary categorization model



Accuracy > 90%  
Speed = 1000s of transactions per minute

DATE	TRANSACTION	CATEGORY	SUBCATEGORY	ACCOUNT	INCOME	EXPENSE
02/08/2019	MYFAX TRANSFER 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Gross receipts or sales		Bank of America 0917	\$364.56	
02/07/2019	MYFAX TRANSFER 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Gross receipts or sales		Bank of America 0917	\$28.46	
02/04/2019	Payroll 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Salaries and wages		Bank of America 0917		\$34.47
02/04/2019	MYROLL 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Salaries and wages		Bank of America 0917		\$324.35
02/04/2019	MYROLL 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Salaries and wages		Bank of America 0917		\$323.35
02/04/2019	MYROLL 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Salaries and wages		Bank of America 0917		\$41.11
02/03/2019	YELP INC 386757	Advertising		Chase 3046		\$350
02/03/2019	ADVERTISING 386757	Advertising		Chase 3046		\$450
02/29/2019	BIGHAMCAFE 0162437395215 DEPORT HOLLYWOOD GARY 0162437395215	Gross receipts or sales		Bank of America 0917	\$250	
02/28/2019	MYFAX TRANSFER 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Gross receipts or sales		Bank of America 0917	\$324.64	

SynkBooks' Categories match the tax return, which creates a clean Profit and Loss and Tax Form preview simultaneously.

DATE	TRANSACTION	CATEGORY	SUBCATEGORY	ACCOUNT	INCOME	EXPENSE
02/08/2019	MYFAX TRANSFER 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Gross receipts or sales		Bank of America 0917	\$364.56	
02/07/2019	MYFAX TRANSFER 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Gross receipts or sales		Bank of America 0917	\$28.46	
02/04/2019	Payroll 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Salaries and wages		Bank of America 0917		\$34.47
02/04/2019	MYROLL 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Salaries and wages		Bank of America 0917		\$324.35
02/04/2019	MYROLL 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Salaries and wages		Bank of America 0917		\$323.35
02/04/2019	MYROLL 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Salaries and wages		Bank of America 0917		\$41.11
02/03/2019	YELP INC 386757	Advertising		Chase 3046		\$350
02/03/2019	ADVERTISING 386757	Advertising		Chase 3046		\$450
02/29/2019	BIGHAMCAFE 0162437395215 DEPORT HOLLYWOOD GARY 0162437395215	Gross receipts or sales		Bank of America 0917	\$250	
02/28/2019	MYFAX TRANSFER 0162437395215 NON-BANK TAX INC. CO-CONTROLLING	Gross receipts or sales		Bank of America 0917	\$324.64	

PROFIT AND LOSS TESTER 19 FORM 1120S	PROFIT AND LOSS TESTER 19 FORM 1120S
01/01/2018 - 12/31/2018	01/01/2018 - 12/31/2018
<b>INCOME</b>	<b>INCOME</b>
Gross receipts or sales \$0.00	Gross receipts or sales \$0.00
Less: Returns and allowances \$0.00	Less: Returns and allowances \$0.00
Net sales \$0.00	Net sales \$0.00
Other income \$0.00	Other income \$0.00
Total income \$0.00	Total income \$0.00
<b>EXPENSES</b>	<b>EXPENSES</b>
Cost of goods sold \$0.00	Cost of goods sold \$0.00
Advertising \$0.00	Advertising \$0.00
Salaries and wages \$0.00	Salaries and wages \$0.00
Other expenses \$0.00	Other expenses \$0.00
Total expenses \$0.00	Total expenses \$0.00
Net profit \$0.00	Net profit \$0.00
<b>REMAINING BALANCES</b>	<b>REMAINING BALANCES</b>
Capital Contribution or New Investor Deposit \$100.00	Capital Contribution or New Investor Deposit \$100.00
Withdrawal or Other Cash Disbursement \$0.00	Withdrawal or Other Cash Disbursement \$0.00
Unapportioned Dividends \$0.00	Unapportioned Dividends \$0.00
Total \$100.00	Total \$100.00

## Traction

# More than 5X growth YoY

## \$193.8k gross income YTD 2022 (as of 6/31/2022)

Average monthly revenue year to date (as of 6/30/2022) revenue is \$32,300, with \$MRR currently at \$21,217 blended with upsells that makes up the difference in the higher monthly revenue. For example, \$21,217 in MRR and

\$11k in upsells (which can include cleaning up books and reviewing older information as part of the customer's fees). First 6 months of 2022 we grossed \$193,800, vs first 6 months of 2021 where we grossed \$27,814. That is a total of over 590% growth YoY.

### 1. Recurring monthly standalone subscriptions:

- Allows customers real-time tax and financial statement views all year round
- The longer and more frequently the customer works with the program the better the experience gets—making the experience stickier and rewarding.

### 2. Bookkeeping services:

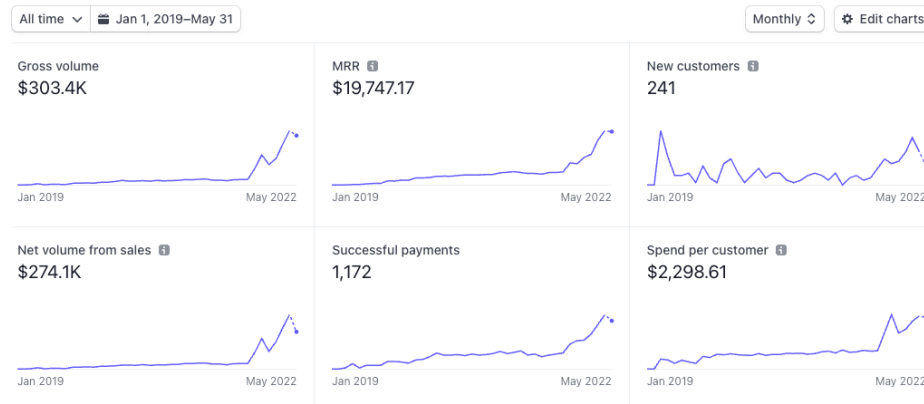
- Customers can upgrade and have SynkBooks do their bookkeeping and tax work
- Current MRR of \$19,700

### 3. Upsells for compliance:

- Over \$20k in upsells in March, April and May of 2022

## All Time Growth

### Reports overview



**\*\$193.8k gross income YTD 2022 (as of 6/31/2022)**

## Customers

# Providing better bookkeeping experiences for small business owners

Our customers are small business, which are the heart and backbone of the United States. Hear directly from our customers in these videos:

## Business Model

### Multiple revenue channels

We make money 3 different ways.

1. We have our standalone software that people can use to do their own bookkeeping.
2. We offer tech enabled bookkeeping and tax services which is a majority of our revenue.
3. We offer clean up or compliance services to help our clients get back on track with their bookkeeping and tax needs.

Finally, we oversee a little over \$14,000,000 of gross receipts for our current customer base. That means as we grow we will easily oversee beyond \$100,000,000 of gross receipts which will unlock new services and offerings to our clients.

*\* Click here for important information regarding Financial Projections which are not guaranteed.*

## Market

### 65M businesses in the US alone





**The small business sector is growing in the U.S. and worldwide.**

- TAM 75 million businesses (U.S. 65M, Canada 3M, UK 5M and Australia 3M)
- SAM 65 million businesses (U.S.)
- SOM 1,300,000

**Competition**

**We make it easy**

Our competition uses complicated and hard-to-understand software and reporting. We use our own bookkeeping software to streamline the process from bookkeeping to taxes.

What a lot of small business don't understand is that, for the most part, you can use a pencil and paper and the IRS would still be ok with that. (You can look at Internal Revenue Code Section 6001.) So when our competitors are talking about all the things they offer, it won't really matter to most small businesses — who don't require as much as they think they might.

To provide a better, more streamlined experience, we give small businesses only what they need: a clean profit and loss, and tax-return-ready financials.

## Vision

# Help SynkBooks get to the next level

- Strategic Partners
  - Go to market channels
  - Business advisory capacity
  - Customer Acquisition



## Funding

# (Mostly) bootstrapped & growing fast

We raised a friends in family round of \$68,600, but we had to pay around half of it back since it was a convertible note. We have bootstrapped the rest

and we are very proud of that. Despite not having institutional funding we managed to grow over 590% from that first 6 months of 2021 vs the first 6 months of 2022. We are very proud of our accomplishments and are excited to be on Republic for our next growth phase.

## Founders



**Isai Bismark Cortez**

*CEO*

- Tax attorney
- 1000s of hours of tax court litigation experience
- 1000s of hours of Government tax audit experience



**Lonny Schwartz**

*CMO*

- 25+ years of marketing experience
- Growth experience in the B2B marketing
- Successful exits in multiple companies

---

## Team



Lonny Schwartz

CMO - Co-Founder



Isai Cortez

CEO - Founder

---

## Perks

<b>\$250</b>	1 Year Subscription to the Synkbooks platform (retail value of \$300)
<b>\$500</b>	2 Year Subscription to the Synkbooks Platform (Retail value of \$600)
<b>\$750</b>	"Thank You" package and SynkBooks swag kit (T-shirt, Hat and Laptop Sticker)
<b>\$1,500</b>	Previous benefits + Lifetime Subscription to the Synkbooks Platform (not available via retail channels)
<b>\$2,500</b>	Previous benefits + status as a "Founding Investor". You will be listed as such on our website (if desired).
<b>\$5,000</b>	Previous benefits + Invitation to participate in Quarterly Investor Update calls.
<b>\$10,000</b>	Previous benefits + Invitation to a monthly "round table" Q&A with Synkbooks Founders and leadership team.
<b>\$25,000</b>	Previous benefits + invitation to a biannual investor summit (6-hour on-site that includes participation in strategic growth, roadmap, and CX workshops) to help guide company roadmap.

**FAQ****What must I do to receive my equity or cash in the event of the conversion of my Crowd SAFE?**

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.

If the conversion of the Crowd SAFE is triggered as a result of a Liquidity Event (e.g. M&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.

**How do I earn a return?**

We are using Republic's Crowd SAFE security. Learn how this translates into a return on investment [here](#).





Campaign tools

# Tax Lab, Inc

AI-driven SaaS to simplify complicated bookkeeping & taxes for small businesses



**\$32,500**

Total reserved



**24**

Reserve your spot now to ensure you

Reserve Tax Lab, Inc

\$150 minimum reservation

Support

## Highlights

Add investment summary...

590% revenue growth (H1 2021 to H1 2022); \$193k gross YTD

Overseeing \$14M+ in gross receipts for current client base

Founder/CEO with 1000s of hours of tax litigation/audit experience

Founder/CMO with 2 exits + \$1B revenues across clients

Payroll & bookkeeping services industry worth \$60.4B in 2022

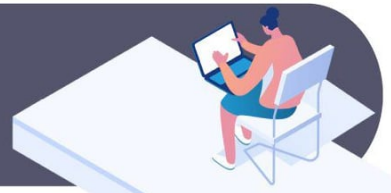
Streamlined bookkeeping — only what you need to get tax-return-ready

Faster, easier categorization with A.I.-powered machine learning

Custom content (Republic admins only)

## Problem

**Bookkeeping and Tax Prep  
are More Complicated Than Ever**



Most bookkeeping software on the market was not designed for smaller businesses. Complex features and unnecessary functions create a massive barrier to entry. Most people don't have time to master complicated software, but many also can't afford to outsource bookkeeping services.

There hasn't been an easy-to-learn and affordable software solution for bookkeeping, until now...

**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**



most people aren't **skilled bookkeepers**

Learning steals focus from **business needs**

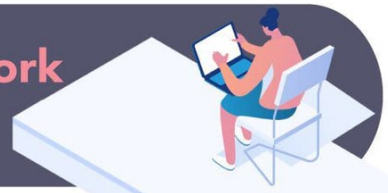
Unfamiliarity with **systems** causes errors

Mistakes increase risk of audits and penalties

All of this is detrimental to the **bottom line**

## Solution

**Taking the Time, Risk, and Guesswork  
Out of Bookkeeping**



SynkBooks was created by a tax attorney to be the go-to bookkeeping solution for small and medium businesses. Simple and intuitive functionality makes learning easy, empowering users to focus on what matters: scalable, profitable growth.

**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**



**Frees up attention** for other business needs

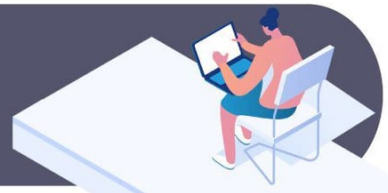
User-friendly features **streamline processes**

Accurate **"Tax Return Ready"** reports for filing

**Saves businesses time, money, and headache**

## Product

### The Solution to Simple Books is Simple Software



Our software integrates our users' accounts with Plaid, and machine learning AI then categorizes bank transactions into intuitive groups. When it's time to file taxes, those categories directly translate onto necessary forms. This creates clean, readable, "Tax Return Ready" profit & loss statements and tax form previews simultaneously.

**Reserve Tax Lab, Inc**

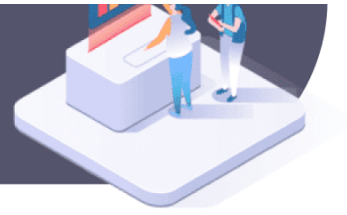
**\$150** minimum reservation

 **Support**

as easy as

1

**Select services and business entity**



2

**Connect accounts through Plaid integration**

3

**Intuitively categorize bank transactions**



4

**Generate accurate reports with one click**

## Traction

**590% Year-Over-Year Revenue Growth**



**Reserve Tax Lab, Inc**

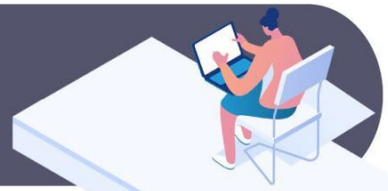
**\$150** minimum reservation

 **Support**



## Customers

**\$14M in Gross Receipts  
Managed for Clients**



**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**

But our clients that use the standalone software don't need to be licensed accountants or experienced tax attorneys to operate SynkBooks. It's an adoptable solution for millions of small and medium businesses across the U.S.—and even globally.



**There's a global  
market for  
small business  
bookkeeping  
software**

**75M**

small businesses  
in the U.S., U.K.,  
Canada,  
and Australia

**65M**

in the U.S. alone

**1.3M**

wanting  
a simple  
solution

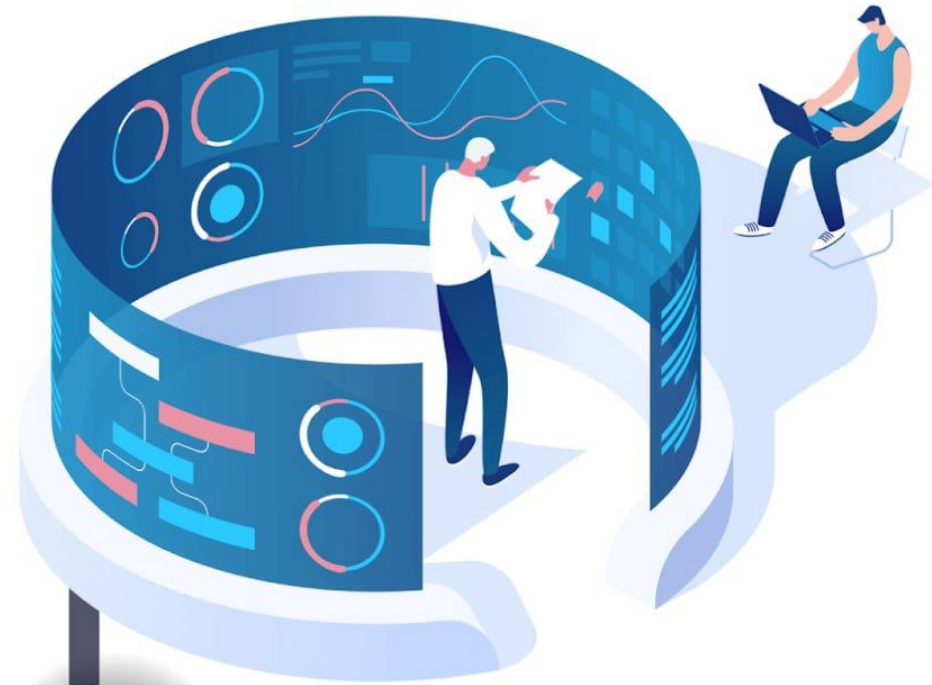
## Business model

**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**

In addition to software sales, we also offer tech-enabled bookkeeping, tax compliance, and records clean-up services. And as we continue to grow, our easily scalable business model will unlock new services and offerings for our clients. This includes adding banking-as-a-service functionality, and developing our own business tax filing software.

**1**  
**STREAM**

Standalone software sales  
for DIY bookkeepers

**2**  
**STREAM**

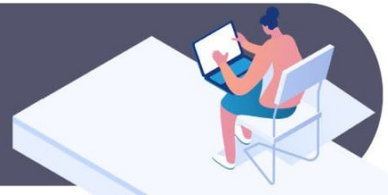
Tech-enabled offsite  
bookkeeping and taxes

**Reserve Tax Lab, Inc****\$150** minimum reservation **Support**



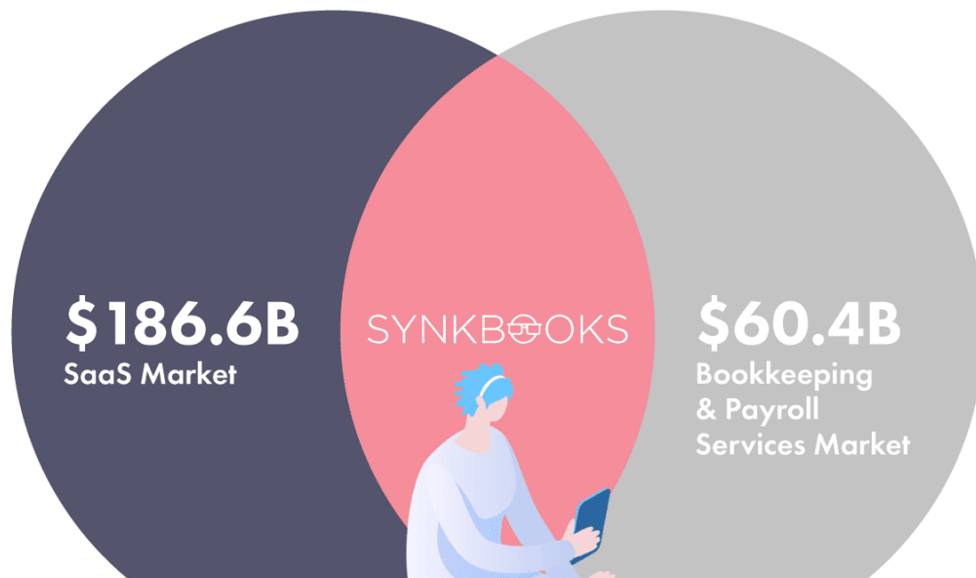
## Market

### At the Center of Two Multi-Billion Dollar Markets



Small business ownership has been the driving force behind economic growth for decades, and 2022 is no exception. In the US alone, 65M small businesses and self-employed businesses are operating, and many struggle with the burden of managing their own books.

Targeting our software and services to small businesses creates opportunity in both the \$186B SaaS and \$60B payroll and bookkeeping services markets.



**Reserve Tax Lab, Inc**

**\$150** minimum reservation

**Support**



# Competition

SynkBooks is Intuitive and Affordable

There's no shortage of bookkeeping software on the market today, but that's where our similarities end. We have the opportunity to reach customers who have been let down by our more complicated competitors.

SynkBooks is designed to be easy to learn, and our features and functionality reflect that.

	Machine Learning	Simple Functionailty	Tax Return Ready Reporting
SYNKBOOKS	✓	✓	✓
qb intuit quickbooks.	✓	✗	✗
F FreshBooks	✓	✗	✗
xero	✓	✓	✗
PARO	✓	✗	✗
odoo	✓	✓	✗

Reserve Tax Lab, Inc

\$150 minimum reservation

Support



## Vision strategy

### Making Bookkeeping More Manageable for All



Our software sales and bookkeeping services are designed for scalability. Using processes already in place, we could easily manage hundreds of millions in gross receipts without a reduction in quality.

Many consumers in the bookkeeping and payroll services market would be better off without all the unnecessary features of other software. We intend to capture those consumers by giving them what they want: clean profit and loss statements, and "Tax Return Ready" financials.

### Big-Name Software

Excluding anyone  
wanting a simple  
bookkeeping  
solution

SYNKB<sup>®</sup>BOOKS

Capturing everyone  
big-name software  
left behind



**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**

## Funding

### Bootstrapped, Generating Revenue, and Ready to Scale



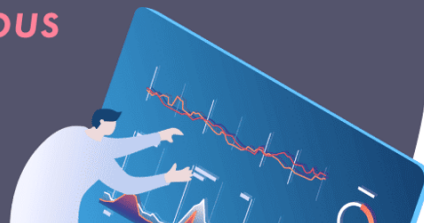
Other than a small friends and family round where we raised \$68,600 on a convertible note, SynkBooks has been proudly bootstrapped. Despite our lack of institutional funding, we've managed to grow over 590% since early 2021—all without answering to outside investors.

With your investment, we plan to expand into more diverse customer acquisition channels to increase our customer base. We'll also build additional features into our software, including banking-as-a-service.



*The best way to grow any company is bootstrapping. You learn to spend your money smartly...[success] is born out of enormous hard work.*

Barbara Corcoran,  
Shark Tank



Reserve Tax Lab, Inc

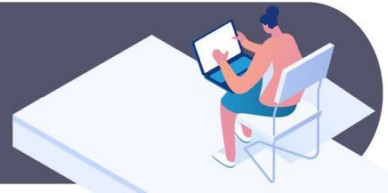
\$150 minimum reservation

 Support



## Founders

### Created by a Tax Attorney and a Multi-Exit Marketer



After years maneuvering through the U.S. Tax Court and defending his clients from the IRS, our CEO decided to make a change. He'd seen too many good people targeted due to simple mistakes from using complicated software—so he created the simple solution his clients needed.

Our CMO spent 25+ years gaining expertise in growth marketing in the B2B space. After navigating exits with multiple companies, he's leveraging his marketing experience to build SynkBooks into a household name.

**Isai  
Bismark  
Cortez**  
CEO



- Tax attorney
- 1000s of hours of U.S. Tax Court litigation
- 1000s of hours of government tax audits

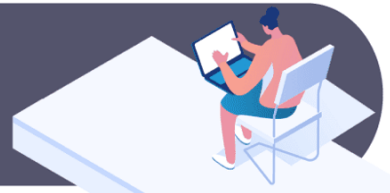
**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**

## Summary

### Simple, Streamlined, and Scalable Bookkeeping Software



Our software uses AI machine learning for an easy-to-use bookkeeping experience. With 590% YoY revenue growth and massive market opportunity, SynkBooks is ready to disrupt traditional bookkeeping software.



**590% YoY**  
revenue growth



**Capturing**  
2 massive markets



**Managing**  
\$14M+ in gross  
receipts



**Reserve Tax Lab, Inc**

**\$150** minimum reservation

**Support**



Add new section

Bonus perks ⓘ

If Tax Lab, Inc launches an offering and you complete an investment, you may receive perks.

Reserve \$250	Receive 1 Year Subscription to the Synkbooks platform (retail value of \$300)
Reserve \$500	Receive 2 Year Subscription to the Synkbooks Platform (Retail value of \$600)
Reserve \$750	Receive "Thank You" package and SynkBooks swag kit (T-shirt, Hat and Laptop Sticker)
3 reservations Reserve \$1,500	Receive Previous benefits + Lifetime Subscription to the Synkbooks Platform (not available via retail channels)  Limited (197 left of 200)
Reserve \$2,500	Receive Previous benefits + status as a "Founding Investor". You will be listed as such on our website (if desired).
Reserve	Receive

Reserve Tax Lab, Inc

\$150 minimum reservation

Support

Limited (100 left of 100)

1 reservation	<b>Reserve</b> \$10,000	<b>Receive</b> Previous benefits + Invitation to a monthly "round table" Q&A with Synkbooks Founders and leadership team.  Limited (49 left of 50)
	<b>Reserve</b> \$25,000	<b>Receive</b> Previous benefits + invitation to a biannual investor summit (6-hour on-site that includes participation in strategic growth, roadmap, and CX workshops) to help guide company roadmap.  Limited (10 left of 10)

## About Tax Lab, Inc

Legal Name	Tax Lab, Inc.
Founded	Jul 2018
Form	California Corporation
Employees	6
Website	app.synkboooks.om
Social Media	 
Headquarters	1370 N St Andrews Pl, Los Angeles, CA, United States 90028

## Tax Lab, Inc Team

Everyone helping build Tax Lab, Inc, not limited to employees

**Isai Bismark Cortez**  
CEO - Founder

**Lonny Schwartz**  
Founder + CMO

### Reserve Tax Lab, Inc

**\$150** minimum reservation

 **Support**

## FAQ

How do I earn a return?

**How do I earn a return?**

We are using Republic's Crowd SAFE security. Learn how this translates into a return on investment here.

Why is SynkBooks Crowdfunding?

**Why is SynkBooks Crowdfunding?**

Current bookkeeping and tax systems are complicated and frustrating. We've proven that people want to see a change in these systems, so we want those people on board and investing in us.

How did you come up with your valuation?

**How did you come up with your valuation?**

We looked at our massive growth over the last year (590%). This growth has proven a need in the market for our software. By continuing on our current trajectory and adding services, we can capture this very lucrative niche.

What do the next 5 years look like for SynkBooks?

**What do the next 5 years look like for SynkBooks?**

To put it simply, we are going after pure growth. We have a solid foundation already, so at this point it's all about reproducing our current success on a larger scale.

Who are your competitors, and how exactly do they differ from you?

**Who are your competitors, and how exactly do they differ from you?**

Pilot, bench.co, finally.com are our main competitors. However, while they're trying to "fix" the current complicated system, SynkBooks created an easier and more efficient way to get the work done.

---

**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**

What's stopping other companies from doing this?

### What's stopping other companies from doing this?

To us, the answer is simple: no one else cares enough about fighting for the little guy. We were founded by a practicing tax accountant with over a decade of experience in litigation. In his lengthy experience, most easily-avoidable bookkeeping mistakes that cause legal problems come from existing software like QuickBooks. These softwares are good if you know accounting, but terrible if you don't—and lots of small businesses don't know there is a better option for them.

How are you compensating your founding team?

### How are you compensating your founding team?

Our founder, Isai, takes a small salary and has equity. Lonny, our CMO, is compensated with equity only.

Why should I invest in this company? What's Synkbook's story?

### Why should I invest in this company? What's Synkbook's story?

Our founder created SynkBooks because of his experience seeing small businesses get audited by the IRS. Time and again, he'd represent clients who had no idea what was wrong with their books due to the too-complicated software they were using. Those small businesses were failed by the accounting software available to them.

What must I do to receive my equity or cash in the event of the conversion of my Crowd SAFE?

### What must I do to receive my equity or cash in the event of the conversion of my Crowd SAFE?

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.

If the conversion of the Crowd SAFE is triggered as a result of a Liquidity Event (e.g. M&A or an IPO), then

---

**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**



financing. For more information, see the Crowd SAFE for this offering.



Giving everyone access to early-stage startup investing



For investors

Why invest

How it works

FAQ

Risks

Privacy policy

Accessibility

Cookie Preferences

Crypto

For investors

For companies

How it works

Token DPA

For startups

Why raise

Learn

FAQ

Instruments

Crowd SAFE

Company

About

Journal

Events

Contact

We're hiring!

Refer a startup, get \$2,500

This site (the "Site") is owned and maintained by OpenDeal Inc., which is not a registered broker-dealer. OpenDeal Inc. does not give investment advice, endorsement, analysis or recommendations with respect to any securities. All securities listed here are being offered by, and all information included on this Site is the responsibility of, the applicable issuer of such securities. The intermediary facilitating the offering will be identified in such offering's documentation.

**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**

All broker-dealer related securities activity is conducted by OpenDeal Broker LLC, an affiliate of OpenDeal Inc. and OpenDeal Portal LLC, and a registered broker-dealer, and member of [FINRA](#) | [SiPC](#), located at 1345 Avenue of the Americas, 15th Floor, New York, NY 10105, please check our background on FINRA's [BrokerCheck](#).

Certain pages discussing the mechanics and providing educational materials regarding regulation crowdfunding offerings may refer to OpenDeal Broker LLC and OpenDeal Portal LLC collectively as "Republic", solely for explanatory purposes.

Neither OpenDeal Inc., OpenDeal Portal LLC nor OpenDeal Broker LLC make investment recommendations and no communication, through this Site or in any other medium should be construed as a recommendation for any security offered on or off this investment platform. Investment opportunities posted on this Site are private placements of securities that are not publicly traded, involve a high degree of risk, may lose value, are subject to holding period requirements and are intended for investors who do not need a liquid investment. Past performance is not indicative of future results. Investors must be able to afford the loss of their entire investment. Only qualified investors, which may be restricted to only Accredited Investors or non-U.S. persons, may invest in offerings hosted by OpenDeal Broker.

Neither OpenDeal Inc., OpenDeal Portal LLC nor OpenDeal Broker LLC, nor any of their officers, directors, agents and employees makes any warranty, express or implied, of any kind whatsoever related to the adequacy, accuracy or completeness of any information on this Site or the use of information on this site. Offers to sell securities can only be made through official offering documents that contain important information about the investment and the issuers, including risks. Investors should carefully read the offering documents. Investors should conduct their own due diligence and are encouraged to consult with their tax, legal and financial advisors.

By accessing the Site and any pages thereof, you agree to be bound by the [Terms of Use](#) and [Privacy Policy](#). Please also see OpenDeal Broker's [Business Continuity Plan](#) and [Additional Risk Disclosures](#). All issuers offering securities under regulation crowdfunding as hosted by OpenDeal Portal LLC are listed on the [All Companies Page](#). The inclusion or exclusion of an issuer on the [Platform Page](#) and/or Republic's [Homepage](#), which includes offerings conducted under regulation crowdfunding as well as other exemptions from registration, is not based upon any endorsement or recommendation by OpenDeal Inc., OpenDeal Portal LLC, or OpenDeal Broker LLC, nor any of their affiliates, officers, directors, agents, and employees. Rather, issuers of securities may, in their sole discretion, opt-out of being listed on the [Platform Page](#) and [Homepage](#).

**Investors should verify any issuer information they consider important before making an investment.**

Investments in private companies are particularly risky and may result in total loss of invested capital. Past performance of a security or a company does not guarantee future results or returns. Only investors who understand the [risks of early stage investment](#) and who meet the Republic's [investment criteria](#) may invest.

Neither OpenDeal Inc., OpenDeal Portal LLC nor OpenDeal Broker LLC verify information provided by companies on this Site and makes no assurance as to the completeness or accuracy of any such information. Additional information about companies fundraising on the Site can be found by searching the [EDGAR database](#), or the offering documentation located on the Site when the offering does not require an EDGAR filing.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore,

---

**Reserve Tax Lab, Inc**

 **Support**

**\$150** minimum reservation

may lose value, and are not deposits or other obligations of BankProv and are not guaranteed by BankProv. Terms and conditions apply.

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.

Invest in startups using your credit card



Made in SF/NYC

---

**Reserve Tax Lab, Inc**

**\$150** minimum reservation

 **Support**