

SECURITIES AND EXCHANGE COMMISSION

FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

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FILER

**AI Unlimited Group, Inc.**

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

**FORM 10-Q**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the Quarterly Period Ended September 30, 2024**

**OR**

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 000-56573

**AI UNLIMITED GROUP, INC.**

(Exact name of the small business issuer as specified in its charter)

DELAWARE

(State or other jurisdiction of  
incorporation or organization)

88-1455444

(I.R.S. Employer  
Identification No.)

Level 11, 9255 W Sunset Blvd, West Hollywood, CA 90069

*(Address of principal executive offices)*

(800) 309-5983

*(Registrant's telephone number, including area code)*

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001	AIUG	N/A

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See the definition of "accelerated filer" and "large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>

Emerging growth company

If an emerging growth company, indicate by a check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The number of shares of Common Stock, \$0.0001 par value of the registrant outstanding on November 23, 2024, was **314,225,225**.

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## FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (“Form 10-Q”) contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact are “forward-looking statements” for purposes of federal and state securities laws, including, but not limited to, any projections of earnings, revenue, or other financial items; any statements of the plans, strategies, and objectives of Management for future operations; any statements concerning proposed new products or developments; any statements regarding future economic conditions or performance; any statements of belief; and any statements of assumptions underlying any of the foregoing. Although we believe that the expectations reflected in any of our forward-looking statements are reasonable, actual results could differ materially from those projected or assumed in any of our forward-looking statements. Our future financial condition and results of operations, as well as any forward-looking statements, are subject to change and inherent risks and uncertainties.

Forward-looking statements may include the words “may,” “could,” “will,” “estimate,” “intend,” “continue,” “believe,” “expect,” “desire,” “goal,” “should,” “objective,” “seek,” “plan,” “strive” or “anticipate,” as well as variations of such words or similar expressions, or the negatives of these words. These forward-looking statements present our estimates and assumptions only as of the date of this Form 10-Q. Except for our ongoing obligation to disclose material information as required by federal securities laws, we do not intend and undertake no obligation to update any forward-looking statement. We caution readers not to place undue reliance on any such forward-looking statements. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual outcomes will likely vary materially from those indicated.

## PART I.

### Item 1. Financial Statements.

#### AI UNLIMITED GROUP, INC.

#### Index to Consolidated Financial Statements

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#### AI UNLIMITED GROUP, INC.

**CONSOLIDATED BALANCE SHEETS**

	<u>September 30, 2024</u> (Unaudited)	<u>December 31, 2023</u> (Audited)
<b>Assets</b>		
<b>Current assets:</b>		
Cash	\$ 510,797	\$ 11,012
Other Receivables	88,278	-
Financial Receivables	380,699	-
Prepaid Assets	2,493	-
<b>Total Current assets</b>	<b>\$ 982,267</b>	<b>\$ 11,012</b>
Tangible Assets	404,780	514,666
Intangible Assets	988,984	1,035,912
Purchased Debt	25,705	-
<b>Total assets</b>	<b>\$ 2,401,736</b>	<b>\$ 1,561,590</b>
<b>Liabilities and Stockholders' Deficit</b>		
<b>Current liabilities:</b>		
Accounts payable	56,502	255,681
Stock issuable liability	-	50,000
Related party loan	302,860	313,405
Loan From Shareholders	-	-
Interest Payables	-	2,823
Other Liabilities	-	-
<b>Total Current liabilities</b>	<b>359,362</b>	<b>621,909</b>
<b>Total liabilities</b>	<b>359,362</b>	<b>621,909</b>
Commitments and Contingencies (Note 9)	-	-
<b>Stockholders' Equity :</b>		
Preferred stock, par value \$0.0001, 50,000,000 shares authorized, 5,000,000 issued and outstanding, as of September 30, 2024 and December 31, 2023	500	500
Common stock, par value \$0.0001, 500,000,000 shares authorized; 313,319,980 and 67,617,138 shares issued and outstanding, as of September 30, 2024 and December 31, 2023	31,332	6,758
Additional paid-in capital	11,168,309	5,840,474
Accumulated deficit	(9,157,767)	(4,908,051)
Total stockholders' equity	2,042,374	939,681
<b>Total liabilities and stockholders' equity</b>	<b>\$ 2,401,736</b>	<b>\$ 1,561,590</b>

See accompanying notes to the financial statements.

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**AI UNLIMITED GROUP, INC.**

**CONSOLIDATED STATEMENTS OF OPERATIONS**

	<u>Three Month Ended</u>		<u>Nine Month Ended</u>	
	<u>September 30, 2024</u> (Unaudited)	<u>September 30, 2023</u> (Unaudited)	<u>September 30, 2024</u> (Unaudited)	<u>September 30, 2023</u> (Unaudited)
<b>Revenues</b>				
Portfolio revenue	-	-	-	-
Subscription revenue	\$ -	-	101	-
<b>Total revenue</b>	<b>-</b>	<b>-</b>	<b>101</b>	<b>-</b>
<b>Cost of sales</b>				

Technology & software	275,329	43,137	615,045	129,410
Total cost of sales	<u>275,329</u>	<u>43,137</u>	<u>615,045</u>	<u>129,410</u>
<b>Gross Profit</b>	<b>(275,329)</b>	<b>(43,137)</b>	<b>(614,944)</b>	<b>(129,410)</b>
<b>Operating expenses:</b>				
General and administrative	\$ 564,657	363,039	1,183,160	997,225
Sales and marketing	<u>9,929</u>	<u>164,245</u>	<u>17,116</u>	<u>211,410</u>
<b>Total operating expenses</b>	<b>\$ 574,586</b>	<b>527,284</b>	<b>1,200,276</b>	<b>1,208,635</b>
<b>Operating income (loss)</b>	<b>\$ (849,915)</b>	<b>(570,421)</b>	<b>(1,815,220)</b>	<b>(1,338,045)</b>
<b>Other income (expense):</b>				
Other interest income (expense)	(22,627)	(29,850)	(28,984)	(57,501)
Other income (expense)	<u>(1,215,883)</u>	<u>(631,220)</u>	<u>(1,215,883)</u>	<u>(631,220)</u>
<b>Total other expense</b>	<b>\$ (1,238,510)</b>	<b>(661,070)</b>	<b>(1,244,867)</b>	<b>(688,721)</b>
<b>Income (loss) before provision for income taxes</b>	<b>\$ (2,088,425)</b>	<b>(1,231,491)</b>	<b>(3,060,087)</b>	<b>(2,026,766)</b>
Provision (benefit) for income taxes	-	-	-	-
<b>Net income (loss)</b>	<b>\$ (2,088,425)</b>	<b>(1,231,491)</b>	<b>(3,060,087)</b>	<b>(2,026,766)</b>
Net income (loss) per common share, basic and diluted	<u>\$ (0.01)</u>	<u>(0.02)</u>	<u>(0.01)</u>	<u>(0.03)</u>
Weighted average number of common shares outstanding basic and diluted	<u>313,319,980</u>	<u>63,713,353</u>	<u>313,319,980</u>	<u>63,678,466</u>

See accompanying notes to the financial statements.

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AI UNLIMITED GROUP, INC.

CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY

	Preferred stock		Common stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount			
<b>Fiscal Year Ended September, 2023</b>							
Balance, June 30, 2024	5,000,000	\$ 500	63,660,926	\$ 6,366	\$ 3,682,950	\$ (2,727,469)	\$ 962,347
Shares Issued for Note Conversion	-	-	2,385,424	239	1,788,830	-	1,789,069
Net Loss	-	-	-	-	-	(1,231,491)	(1,231,491)
Balance, September 30, 2023	<u>5,000,000</u>	<u>\$ 500</u>	<u>66,046,350</u>	<u>\$ 6,605</u>	<u>\$ 5,471,780</u>	<u>\$ (3,958,960)</u>	<u>\$ 1,519,925</u>

See accompanying notes to the financial statements.

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AI UNLIMITED GROUP, INC.

CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY

	Preferred stock		Common stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount			
<b>Fiscal Year Ended September 30, 2024</b>							
Balance, June 30, 2024	5,000,000	500	67,650,000	28,765	7,446,953	(7,069,342)	406,876

Shares issued for note conversion of \$795,000 at conversion price of \$0.75	2,700,299	270	2,025,224	2,025,494
Shares issued for note conversion of \$515,750 at conversion price of par value			515,750	515,750
Shares issued for note conversion of \$182,669 at conversion price of par value			182,699	182,699
Shares issued for \$999,980 at price of \$0.36 per share	310,619,681	2,297	997,683	999,980
Net Loss			(2,088,425)	(2,088,425)
Balance, September 30, 2024	<u>5,000,000</u>	<u>\$ 500</u>	<u>313,319,980</u>	<u>\$31,332</u>
			<u>\$ 11,168,309</u>	<u>\$ (9,157,767)</u>
				<u>\$ 2,042,374</u>

See accompanying notes to the financial statements.

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**AI UNLIMITED GROUP, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

	Fiscal Year Ended	
	September 30, 2024	September 30, 2023
Net loss	\$ (3,060,087)	\$ (2,026,766)
Adjustments to reconcile net loss to net cash used in operating activities:		
Software amortization	134,839	-
Common stock issued for services	50,000	-
Contributed tangible software	518,853	-
<b>Change in assets and liabilities:</b>		
Stock payable for services	(50,000)	129,410
Accounts payable	(199,179)	146,351
Financial Receivables	(380,699)	-
Other Liabilities	-	-
Other Receivables	(179,298)	148,436
Interest Payables	(2,823)	(740)
<b>Net cash provided by (used in) operating activities</b>	<u>\$ (3,168,394)</u>	<u>\$ (1,603,309)</u>
<b>Investing Activities:</b>		
Capitalized software	(19,469)	(199,387)
<b>Net cash used in investing activities</b>	<u>\$ (19,469)</u>	<u>\$ (199,387)</u>
<b>Financing Activities:</b>		
Common stock adjustment, issued (canceled)	999,954	-
Discount on note conversion	1,198,677	630,819
Purchased Debt	(25,705)	-
Convertible note settled	1,525,267	1,158,250
Loan From Shareholders	-	-
Proceeds from related party loan	(10,545)	(233,600)
<b>Net cash provided by (used in) financing activities</b>	<u>\$ 3,687,648</u>	<u>\$ 1,555,469</u>
<b>Net decrease in cash</b>	<u>499,785</u>	<u>(247,227)</u>
<b>Cash at beginning of the period</b>	<u>11,012</u>	<u>315,788</u>
<b>Cash at end of the period</b>	<u>\$ 510,797</u>	<u>\$ 68,561</u>
<b>Cash paid for income taxes</b>	<u>\$ -</u>	<u>\$ -</u>
<b>Cash paid for interest</b>	<u>\$ -</u>	<u>\$ -</u>
Non - cash investing and financing activities:		

Common stock issued for note conversion

\$ 2,700,299 \$ 1,789,069

See accompanying notes to the financial statements.

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## NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS

**AI Unlimited Group, Inc. (the “Company,” “we,” “our,” or “us”)** was incorporated in Delaware on March 24, 2022, initially as Lever Global Corporation, and rebranded as AI Unlimited Group, Inc. on July 19, 2024. We are a fintech-driven consumer liabilities and debt management company, with a mission to empower subscribers to achieve financial independence by managing all liabilities and debt obligations in a single, integrated platform.

Our core offering, the **Lever App** (the “App”), was soft-launched on the iOS App Store in Q3 of fiscal 2022. Lever currently enables users to analyze their student loans and explore qualifying U.S. Department of Education programs for loan relief and enrollment. Subscribers can digitally enroll in these programs, uploading or self-declaring financial information through the App. Once accepted, users can manage their certifications annually for a monthly subscription fee. Lever also offers a “round-up” feature, allowing users to make additional principal payments through small, per-transaction contributions, thereby reducing interest and the loan term.

To enhance Lever’s functionality, we intend to introduce capabilities for subscribers to directly negotiate and refinance credit card and auto loans within the App, connecting with major financial institutions via API. This expansion is part of our 2025 roadmap, in line with our plan to launch on both the App Store and Play Store in fiscal 2024. The goal is to make Lever a comprehensive AI-powered solution that addresses a wide array of consumer debt needs. Following recent legislative changes ending the student loan payment pause, we anticipate significant engagement as we resume subscriptions in Q2 of fiscal 2025.

In addition to Lever, AI Unlimited Group has strategically acquired three other AI-driven platforms, each complementing our broader mission to create a seamless financial and lifestyle ecosystem:

- Nest Egg Investments LLC (“Nest Egg”): Nest Egg is an AI-powered investment platform that simplifies stock market investing for U.S. and global markets. Utilizing advanced AI, Nest Egg provides personalized investment advice and automated trade options, catering to the growing demand for user-friendly, digital-first investment solutions. Nest Egg is preparing to ramp up its market outreach and introduce additional AI-driven insights, making wealth management accessible and intuitive for all users.
- Resolve Debt, LLC (“Resolve Debt”): Resolve Debt provides AI-enhanced debt collection and accounts receivable automation solutions, offering an advanced, efficient approach to debt recovery. The platform uses predictive analytics and AI-powered communication tools to improve collections outcomes while focusing on customer experience. Resolve Debt is in advanced negotiations with several potential partners and will be ramping up operations to broaden its client base among financial institutions and debt collection agencies. This expansion will position Resolve Debt as a leader in scalable, customer-centric debt solutions that optimize cash flow and operational efficiency for B2B clients.
- Travl, LLC (“Travl.App”): Travl.App is an AI-powered travel planning, savings, and booking platform designed to provide a seamless, end-to-end travel experience. Scheduled for a full launch by the end of fiscal 2024, Travl.App will offer features such as AI-driven itinerary planning, flexible payment options, and personalized travel recommendations. A standout addition is the forthcoming “AI Travel Agent” feature, a virtual assistant that guides users through planning, booking, and managing their trips. Travl.App will be ramping up its operations as it prepares to enter the market as the premier AI-driven travel solution, offering users comprehensive support from planning to execution.

The Company filed a Form 8-A12G on July 25, 2023, to register its securities under Section 12(g) of the Securities Exchange Act of 1934. This registration underscores our commitment to promoting transparency and enabling investors to make well-informed decisions. By adhering to the regulatory requirements set forth by the SEC, we aim to build trust within the investment community as we progress towards our strategic milestones. This step marks a significant move for AI Unlimited Group, as it elevates our visibility among institutional and retail investors alike and aligns with our long-term vision of growth and market presence.

As a development-stage entity, AI Unlimited Group remains focused on establishing and enhancing our core product offerings, particularly the Lever App is designed to revolutionize debt management for consumers by providing an AI-powered platform

that simplifies and streamlines the process of managing various liabilities, including student loans. In alignment with the resumption of student loan payments. Lever's unique value proposition and advanced features are expected to drive strong user adoption, positioning it as a go-to resource for borrowers navigating complex repayment scenarios.

Looking ahead, our objective is to establish AI Unlimited Group as a comprehensive, AI-powered ecosystem that addresses a wide range of consumer financial and lifestyle needs. Through strategic acquisitions like Nest Egg, Resolve Debt, and Travl.App, we are creating a cohesive suite of applications that spans debt management, investment, and travel. Each platform is integrated with state-of-the-art AI technologies, enabling us to deliver a unified, personalized experience across multiple sectors. This holistic approach reflects our commitment to meeting the evolving expectations of modern consumers in a digital-first world.

AI Unlimited Group is positioned to capitalize on emerging opportunities in AI and fintech. Our vision is to provide seamless, data-driven solutions that empower users to manage their finances, travel, and investments with confidence, backed by a company that prioritizes innovation, transparency, and responsible AI deployment. Through our continued growth, we aim to be at the forefront of transforming the digital financial landscape, setting new standards for convenience, efficiency, and customer satisfaction.

## NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS (continued)

The Company leverages cutting-edge artificial intelligence technology to deliver streamlined financial solutions through an integrated ecosystem of innovative apps. The Company's current suite of products includes the Lever App, Nest Egg, Travl.App, and Resolve, each of which addresses unique customer needs in debt management, investment, travel planning, and accounts receivable, respectively. Together, these applications form a comprehensive, AI-driven platform aimed at simplifying and optimizing financial decisions, supporting both consumers and businesses. Our strategic approach includes sharing talent and resources across subsidiaries to drive expanded innovation in AI, allowing for cross-collaboration and knowledge transfer among top developers, data scientists, and financial technology experts.

### Lever App: Empowering Debt Management and Financial Independence

The **Lever App** is designed to assist subscribers with managing and resolving liabilities such as student loans, credit cards, and other consumer debts. By providing ongoing education and personalized recommendations, the app enables users to make well-informed choices about loan refinancing, enrollments, and payments. The app's features include federal loan program prequalification and enrollment, access to credit scores, and other capabilities that facilitate comprehensive debt management. Initially focused on student debt holders in the United States, the Lever App is particularly advantageous for those seeking to navigate complex loan repayment options without the hassle of traditional servicers. With direct connections to the Department of Education via APIs, the app can provide optimal loan terms, allowing users to save time and money while maintaining control over their finances.

#### Core Features:

- **Budget and Spending Insights:** Personalized guidelines for managing liabilities in alignment with the user's financial goals.
- **Flexible Payment Strategies:** Payment round-ups and additional repayment recommendations to help reduce interest over time.
- **Student Aid Matching:** Instant access to Student Aid and other federal programs through a simplified, four-step enrollment process.
- **Credit Score Tracking:** Integrated credit monitoring using open banking protocols.

### Nest Egg: Simplified Investment Strategies and Personalized Financial Growth

**Nest Egg** is an AI-powered investment platform focused on helping users grow their wealth through accessible, future-focused tools for the U.S. and global stock markets. Nest Egg simplifies investment decision-making by offering tailored strategies that align with individual financial goals, automating the planning and execution of stock market investments. Through advanced AI algorithms, Nest Egg provides personalized investment advice, making it ideal for users seeking an efficient, digital-first approach to portfolio management. The app enables users to automate trades, set customized alerts, and receive real-time insights based on market trends and behavioral analysis.

#### Core Features:

- **Automated Trading:** AI-powered recommendations for seamless portfolio management.
- **Personalized Investment Advice:** Tailored strategies based on market data, user preferences, and risk tolerance.
- **Real-Time Market Insights:** Updates and predictions that guide investment decisions.

### **Travl.App: Comprehensive AI-Powered Travel Planning and Management**

**Travl.App** revolutionizes travel by providing an AI-enhanced platform that simplifies planning, budgeting, booking, and itinerary management. With features designed to handle all aspects of the travel experience, Travl.App is the first of its kind to integrate AI across planning, saving, and booking functionalities. Travl.App enables users to explore destinations, book flights and accommodations, and save funds specifically for travel purposes. A forthcoming AI-powered “Travel Agent” will offer a concierge-like experience, providing users with intelligent, personalized recommendations and real-time adjustments to their itineraries. The app’s robust digital wallet and budget management tools also allow users to manage their travel finances with ease, making dream vacations more achievable.

#### **Core Features:**

- **AI Travel Agent:** Personalized recommendations for destinations, activities, and travel arrangements based on user preferences.
- **Flexible Payment and Savings Options:** The digital wallet allows for efficient budgeting and saving toward travel goals.
- **Booking and Itinerary Management:** All-in-one platform for booking flights, accommodations, and local experiences.

### **Resolve: AI-Driven Debt Collection and Receivables Automation**

**Resolve** offers advanced AI-driven solutions for debt collection and accounts receivable automation, catering to financial institutions and businesses looking to optimize cash flow and enhance operational efficiency. The platform uses AI models for predictive analytics, customer sentiment analysis, and intelligent automation, improving debt recovery rates and making the collections process more customer-centric. Resolve’s technology enables businesses to anticipate customer behaviors and tailor engagement strategies, resulting in improved recovery outcomes. Resolve is currently in advanced negotiations with major partners in the financial sector to expand its reach and enhance its service offerings.

#### **Core Features:**

- **Predictive Analytics:** AI-driven insights to optimize recovery rates and predict payment behavior.
- **Customer-Centric Engagement:** Sentiment analysis and AI-powered automation to foster a respectful, efficient collections process.
- **Scalable Solution for B2B Applications:** Tailored capabilities for financial institutions and companies with high-volume receivables.

### **Collaborative Innovation Across Subsidiaries**

By pooling resources and expertise across all platforms, AI Unlimited Group fosters a collaborative environment where the innovation potential of AI is fully harnessed. Our team of developers, product managers, and AI experts work seamlessly across the Company’s subsidiaries, enabling shared advancements in AI technology that drive continuous improvement in each app’s functionality. This cross-company synergy allows us to:

- **Accelerate Feature Development:** Rapidly implement new AI models and features that enhance user experience across multiple platforms.
- **Create Interconnected User Journeys:** Provide a cohesive experience for users who interact with multiple apps, with tailored solutions in debt management, investment, and travel.
- **Optimize Resource Allocation:** Use shared talent and data infrastructure to advance our AI capabilities while maintaining efficiency and focus.

## **NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS (continued)**

### **Strategic Roadmap**

As we move forward, AI Unlimited Group aims to broaden the impact of each subsidiary by scaling services, expanding market reach, and deepening AI-driven capabilities. Specific goals include:

- **Lever App:** Ramp up efforts around student debt repayment in response to renewed repayment requirements in 2025, while exploring options for credit card and refinancing tools.
- **Nest Egg:** Expand AI-driven financial coaching to cater to a wider demographic of retail investors.
- **Travl.App:** Prepare for a full-scale launch with an enhanced AI Travel Agent and seamless booking capabilities by the end of fiscal 2024.
- **Resolve:** Finalize partnerships to strengthen its position in the B2B receivables automation market and broaden client acquisition.

With these initiatives, AI Unlimited Group is positioning itself to become a comprehensive, AI-powered platform that caters to diverse financial and lifestyle needs.

## Business Strategy

As part of AI Unlimited Group's innovative incubator model, we are dedicated to advancing each of our AI-powered applications—Lever App, Nest Egg, Travl, and Resolve—to meet the unique needs of consumers and businesses. Our strategy emphasizes developing cutting-edge solutions across fintech, investment, travel, and debt management, leveraging shared resources and AI expertise to accelerate growth and maximize market impact. The following growth strategies are fundamental to our vision:

- **Product Completion and Launches:** We launched version 1 of our core apps with a soft rollout in Q3 of fiscal 2024 and have since expanded features and optimized performance. We anticipate public releases and increased functionality across our apps by Q2 of fiscal 2025.
- **Multi-Channel Subscriber Acquisition:** Each app will grow its user base through robust digital and traditional marketing strategies. By focusing on targeted and data-driven campaigns, we aim to drive subscriber acquisition while maximizing cost efficiency across our product suite.
- **Enhanced Financial and Lifestyle Solutions:** We are committed to continuously refining our core applications, like the Lever App, which serves student debt holders, and introducing broader features across Nest Egg for investment strategies, Travl for AI-powered travel experiences, and Resolve for streamlined debt collections, offering holistic solutions for consumers and small businesses alike.
- **Enterprise and Partner Expansion:** Growth will be further fueled by enterprise partnerships, employer-based programs, and integration with educational, financial, and corporate entities. We are actively pursuing collaborations to support market expansion and enhance our value proposition.
- **Cutting-Edge AI and Machine Learning Capabilities:** Our software development team focuses on disruptive machine learning and AI technologies to deliver highly personalized and data-driven recommendations, ensuring continued subscriber engagement and satisfaction across all products.
- **Strategic Acquisitions and Partnerships:** AI Unlimited Group will look to acquire synergistic businesses and form alliances that drive user growth, expand our technology base, and integrate complementary tools to further enhance our value offering.
- **Global Market Reach and Product Diversification:** As we expand, we will identify and enter high-growth markets for each app's core service area, from travel planning and investment to debt management. Lever, for instance, is exploring additional consumer debt solutions like credit card and auto loan refinancing, while Nest Egg and Travl expand into global investment and travel markets.

With the recent resumption of student loan repayments, the Lever App is well-positioned to support the nearly 43 million Americans resuming payments after forbearance. Lever's AI-powered platform provides solutions tailored to manage, automate, and simplify student loan repayments, addressing this urgent market need. This includes refining user interfaces and providing tools to allow seamless navigation of complex debt obligations.

AI Unlimited Group anticipates maintaining a customer acquisition cost (CAC) of approximately \$30 per user, with user subscriptions priced at \$79.99 annually across applicable apps. This pricing model generates an anticipated lifetime value over ten years, solidifying a steady revenue stream. We have budgeted \$150,000 monthly to support marketing and sales initiatives, aiming for consistent onboarding of around 5,000 new user subscriptions per month across the company's ecosystem.

Through our incubator approach, we unify these apps under a cohesive, AI-powered platform, creating a multi-faceted, user-friendly experience that addresses critical financial and lifestyle needs. Our integrated strategy ensures that each app is positioned to leverage shared technological and operational resources, fostering innovation, scalability, and market leadership in a digital-first, AI-enhanced landscape.

## NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS (continued)

### Marketing and Sales

AI Unlimited Group (AIUG) is strategically focused on scaling its portfolio of apps, including Nest Egg, Travl.App, Lever, and Resolve, by executing a multi-channel marketing approach designed to build a robust user base and enhance brand loyalty. Our marketing strategy is a blend of innovative digital initiatives and proven traditional tactics, all aimed at providing an omnichannel customer experience.

**Integrated Marketing Strategy** Our primary objective is to expand our paid customer base through a combination of targeted digital marketing, community engagement, and selective partnerships. We recognize that modern consumers require a personalized approach, and our strategy is to offer both broad and tailored solutions that resonate with each app's target audience. By collaborating with Bolis Media, a global media powerhouse with a publishing network reaching over 120 million followers and partnerships that extend its reach to 2.5 billion, we aim to amplify our presence across multiple platforms effectively.

**Digital Marketing** AIUG's digital marketing efforts encompass a diverse set of channels, including:

- **Search Engine Optimization (SEO):** Driving organic traffic by optimizing content for search engines, particularly around financial and travel-related keywords.
- **Content Marketing:** Leveraging educational blogs, targeted email campaigns, and influencer partnerships to build credibility and drive engagement.
- **Social Media:** Engaging with high-profile influencers and celebrities to increase visibility across platforms like Instagram, Twitter, TikTok, and LinkedIn, with Bolis Media managing the social media strategy for each app. Social campaigns will include content crafted by creators in finance, travel, student loans, and debt collection fields, tailored to each app's unique audience.

**Traditional Marketing Initiatives** While digital channels provide scalability, traditional marketing avenues such as conferences, trade shows, and direct meetings with potential subscribers add a personal touch that builds deeper connections:

- **Event Participation:** Our management team actively participates in industry conferences and expos, delivering presentations and connecting directly with potential users and partners.
- **Campus Outreach:** We have established partnerships with educational institutions across key states, engaging recent graduates with in-person workshops and digital campaigns.
- **Community Engagement:** By targeting areas with high student debt or travel interest, like California, Texas, and Washington, our traditional marketing efforts extend our reach and solidify our brand presence.

**Geo-Targeted Strategies** AIUG's marketing efforts are tailored to regional nuances and demographics:

- **California:** Targeting tech-savvy graduates and financial influencers, we focus on institutions like UCLA and Stanford.
- **Texas:** Leveraging the state's large student population and economic growth, we focus on institutions like UTSA and San Antonio College.
- **Washington, D.C.:** Positioned as the highest student debt region, our strategy includes aligning with policymakers and hosting webinars to address student loan complexities.

**Official Launch and Initial Rollout** The Lever App's official public launch was Q2 fiscal 2025, with a planned promotional push across both digital and traditional channels. As part of our go-to-market strategy, we will employ billboards, video-on-demand ads, and event sponsorships on university campuses to drive downloads. In addition, AIUG will introduce the Travl Coin for Travl.App, scheduled for launch in 2025, which will allow users to buy, save, and spend within the app ecosystem, enhancing customer loyalty and engagement.

**Bolis Media Partnership and Budget Allocation** In collaboration with Bolis Media, AIUG has allocated a six-month marketing budget to enhance visibility across all apps:

- **Content Production and Media Placement:** Bolis Media will handle content creation, media activations, and influencer partnerships, providing each app with curated and impactful media presence.
- **Paid Ad Budget:** Allocated equally across apps, with dynamic reallocation based on performance metrics monitored by Bolis Media.

- **Performance Tracking:** Bolis Media’s analytics team will continuously monitor results, enabling real-time adjustments for optimized reach and engagement.

**Customer Acquisition and Retention** AIUG’s estimated customer acquisition cost (CAC) is set at around \$30 per user, with an expected average subscription duration of 10 years per user, providing significant lifetime value. Given the recent changes in data privacy laws (e.g., iOS 14 privacy updates), we anticipate a 30% increase in CAC, which has been accounted for in our marketing budget. To offset these challenges, AIUG is focused on in-depth customer journey mapping to improve conversion rates and user retention across all apps.

**In-House and External Resource Sharing** By centralizing resources and expertise across all AIUG apps, our in-house development and marketing teams collaborate to foster innovation. Shared talent and resources across Lever, Nest Egg, Travl.App, and Resolve ensure consistent growth and product evolution, while minimizing redundancy in R&D and marketing costs. This approach strengthens AIUG’s position as a holistic AI incubator, capable of scaling across diverse sectors from finance to travel and debt management.

## NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS (continued)

### Business Strategy and Regional Focus

The Company is dedicated to addressing the complexities of student loan management in the U.S., a challenge that impacts millions. Our initial regional focus on San Antonio, California, and Washington, D.C., is strategically informed by the unique financial landscapes and high concentrations of student debt in these areas. San Antonio’s large population of loan forgiveness applicants, California’s significant combined student debt, and Washington, D.C.’s distinction as the region with the nation’s highest average student debt underscore the urgent demand for our solutions.

For Q1 2025, the Company anticipates a surge in user engagement driven by the resumption of student loan interest, the recent equity capital raise, and targeted marketing initiatives. In San Antonio, a close-knit community is expected to facilitate rapid word-of-mouth spread. In California, with its vast student population, we project the highest user acquisition. Washington, D.C., with its policy-driven environment, is anticipated to attract users seeking informed and structured loan management solutions.

### Projected Consolidation and Expansion Phases

As we move into Q4 2024, the Company anticipates transitioning from an acquisition to a consolidation phase. Following the momentum from Q4 campaigns, we expect stable user engagement and app utilization, particularly in California, where the tech-savvy population is likely to lead in interaction metrics. San Antonio and Washington, D.C., are projected to show steady growth in active usage.

With a robust borrower base exceeding 400,000 in these regions, our marketing campaigns are designed to drive retention and app enhancements through direct user feedback. San Antonio is expected to have the highest retention rates, California to see increased referrals, and Washington, D.C., to yield insights into policy advocacy and partnership opportunities.

### Scaling Beyond Core Regions

Beyond the initial phases, our goal is to solidify our position in these states and utilize the successes as a template for national expansion. Our aim is to make AI Unlimited Group synonymous with effective student loan management, offering tailored solutions for every American student and graduate.

### Expanded Ecosystem of Apps and Services

The Company’s ecosystem also includes additional apps designed to address various aspects of personal finance and lifestyle management:

- **Resolve Debt:** Resolve is positioned to be a key player in the B2B market with advanced negotiations underway with potential strategic partners. This AI-powered platform offers innovative solutions for debt collection and accounts receivable automation, designed for financial institutions and businesses looking to streamline collections operations and enhance customer experience. With the AI-driven technology that includes predictive analytics and sentiment analysis, Resolve optimizes recovery rates while focusing on customer-centric engagement.

- Travl.App:** Currently in beta, Travl App is set to transition into full-scale launch by late 2024. This AI-powered platform enhances the travel planning experience by offering users intelligent itinerary planning, budget management, and an integrated digital wallet to save for trips. Travl App will also introduce an AI-driven ‘Travel Agent’ feature to provide personalized travel recommendations and real-time booking capabilities. By 2025, Travl App plans to launch a proprietary TRAVL Coin, enabling users to manage and spend funds seamlessly within the app.
- Nest Egg:** Nest Egg is gearing up for expanded operational exercises, preparing to meet increasing demand in the digital investment space. This platform uses AI to deliver customized investment strategies, making it easier for users to discover, plan, and automate their investments. Nest Egg’s AI capabilities support users in navigating both U.S. and global stock markets, meeting the growing demand for user-friendly, digital-first financial tools.

## Industry and Competitive Analysis

The U.S. student loan market, totaling approximately \$1.75 trillion in debt, represents the second-largest form of consumer debt after mortgages. Student loans are primarily disbursed by the federal government, constituting 92% of total student debt, with private lenders holding the remaining 8%. The average borrower debt is estimated at \$28,950, with parent PLUS loans averaging \$28,778. This vast landscape highlights the Company’s opportunity to support the nearly 43.4 million borrowers navigating repayment options and debt management.

In response to market dynamics and regulatory developments, the Company’s comprehensive solutions provide borrowers with intelligent tools to manage repayments effectively. For users who may struggle to meet monthly obligations, public loan programs offer deferment and forbearance options, while private loans generally allow payment postponements with accrued interest.

As part of our AI Unlimited Group Incubator, all apps leverage shared talent and resources to drive continuous innovation. This collaborative approach allows us to create scalable AI-driven solutions that meet evolving consumer demands across debt management, investment, and travel planning.

Our vision for AI Unlimited Group is to be a comprehensive, AI-powered platform offering seamless solutions that meet the diverse needs of modern consumers. By focusing on strategic growth in targeted regions, leveraging a multi-faceted ecosystem of apps, and expanding our reach through innovative AI applications, we are positioned to lead in providing tailored financial, travel, and investment solutions.

## NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS (continued)

The US Government paused federal student loan repayments and interest during the pandemic throughout 2021 and extended it into the fall of 2022. Despite the freeze, student loan balances still increased as newer loans entered repayment, despite no current payment due on most loans.

### *Status of Student Loan Default <sup>(5)</sup>*

Student loan default happens after a missed payment period after approximately 270 days (or nine months) past due. Private student loans typically default after three missed payments (typically three months). Still, according to the lender’s terms and conditions, it can happen after one missed payment. Around 9.7% of student loan borrowers default after entering repayment within a couple of years.

### *Student Loan Forgiveness Options*

The US Government provides several student loan forgiveness options and plans, including but not limited to:

- Public Service Loan Forgiveness (PSLF) or PSLF Waiver– forgives the remaining balance on your Direct Loans after making 120 qualifying monthly payments under a qualifying repayment plan while working full-time for a qualifying employer.
- Income-driven repayment forgiveness – sets your monthly student loan payment at an amount intended to be affordable based on your income and family size.
- Borrower defense to repayment – if the school misled or engaged in other misconduct in violation of certain state laws, the student borrower might be eligible for “borrower defense to loan repayment,” to the discharge of some or all of federal student loan debt, and

- Free Application for Federal Student Aid, known as the FAFSA – is the application for financial aid completed by current and prospective college students in the United States to determine their eligibility for student financial aid.

We believe the personal debt management industry is highly fragmented and diversified, with several large and small companies offering various debt management solutions. Our direct and indirect competition includes but is not limited to HR benefits platforms, round-up saving and investing apps, personal finance and credit bureau platforms, personal finance educational tools, and other personal debt management companies. General financial content providers may also be considered indirect competition. Our target market is student loan borrowers looking to better their financial future by paying their loans and saving money. We offer a unique solution catered to student loan management in the most comprehensive and user-friendly way for the borrower and the servicer.

The U.S. Government paused federal student loan repayments and interest accrual during the COVID-19 pandemic, with extensions lasting into the fall of 2022. Despite this temporary relief, student loan balances continued to grow as new loans entered repayment, and interest continued to accrue on private loans and some federal loans. Currently, student loan debt impacts approximately 43 million borrowers, totaling over \$1.75 trillion, underscoring the need for effective and user-friendly debt management solutions.

### **Student Loan Default Status**

Student loan default generally occurs after a borrower misses payments for about 270 days (nine months) for federal loans, while private student loans may default after three missed payments, depending on the lender's terms. Around 9.7% of student loan borrowers are expected to default after entering repayment within the first few years, creating an urgent need for innovative tools to help borrowers stay on track with payments and avoid penalties.

### **Student Loan Forgiveness Options**

Several student loan forgiveness and relief options exist for eligible borrowers, including:

- **Public Service Loan Forgiveness (PSLF)** – Forgives the remaining balance on Direct Loans after 120 qualifying monthly payments while working full-time for a qualifying employer.
- **Income-Driven Repayment Forgiveness** – Sets monthly payments based on income and family size to ensure affordability.
- **Borrower Defense to Repayment** – Provides loan forgiveness if the school misled the borrower or engaged in misconduct.
- **Free Application for Federal Student Aid (FAFSA)** – A federal aid application that helps determine financial aid eligibility for current and prospective students.

### **Company Platforms and Market Position**

#### **Lever App**

Lever App is designed as an all-encompassing tool for managing student loan obligations, making it easy for users to track, enroll, and manage federal programs and repayment plans. As the demand for student loan management grows, especially with federal repayment resumption, Lever App is poised to become a critical resource for borrowers seeking a comprehensive and user-friendly approach to debt management.

#### **Travl App**

Travl App is transforming travel planning and budgeting through its AI-powered platform, which includes personalized itinerary planning, budgeting tools, and an AI 'Travel Agent' feature. Set to launch fully in late 2024 after a successful beta phase, Travl App also plans to introduce TRAVL Coin, enabling users to manage funds for travel bookings directly within the app. The global travel industry represents a market of over \$9 trillion, creating significant growth opportunities as we expand the app's AI capabilities to simplify and personalize the entire travel experience.

#### **Nest Egg Investments**

Nest Egg Investments leverages AI to simplify investment strategies, providing users with tailored portfolios and automated trading based on individual financial goals. As more individuals seek intuitive, AI-driven investment tools, Nest Egg's focus on personalized, data-driven advice aligns with market demands. Nest Egg is designed to tap into the growing global investment market, which is valued at trillions of dollars and continues to grow as more consumers turn to digital investment solutions.

#### **Resolve Debt**

Resolve is our AI-powered platform for debt collection and accounts receivable automation, catering to financial institutions and businesses needing efficient and customer-centric debt recovery solutions. With advanced capabilities in predictive analytics and AI-driven sentiment analysis, Resolve optimizes debt recovery rates while maintaining a positive borrower experience. The debt collection and accounts receivable industry in the U.S. is estimated at \$21 billion, positioning Resolve to make a strong impact as the demand for automated, scalable debt collection solutions increases.

## **NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS (continued)**

### **Market Landscape and Competitive Position**

Our industry is marked by active mergers and acquisitions, with large, well-capitalized companies acquiring digital debt management and fintech platforms to enhance their offerings. Notable examples include LendingTree's acquisition of Student Loan Hero in 2018 and Acorns' acquisition of AI startup Pillar in 2021. These moves underscore the attractiveness of debt management solutions in the current market.

Our comprehensive suite of AI-driven platforms—spanning debt management, travel, and investment—positions AI Unlimited Group uniquely in the competitive landscape. We aim to serve high-value, high-potential customers through tailored digital experiences that meet a diverse range of financial and lifestyle needs.

By leveraging shared talent and resources across Travl App, Nest Egg Investments, Resolve, and Lever, we are creating a collaborative ecosystem that fosters innovation and drives growth across multiple verticals. Our aim is to make AI Unlimited Group the preferred platform for users seeking intelligent, AI-powered solutions for financial empowerment and lifestyle enhancement.

Our industry is active in mergers and acquisitions of digital debt management software companies by large and well-capitalized companies looking for complementary services. For example, in July 2018, LendingTree, Inc. (NASDAQ: TREE) announced today that it had entered into a definitive agreement to acquire Student Loan Hero, Inc.<sup>(6)</sup>, a personal finance website dedicated to helping student loan borrowers manage their student debt. In April 2021, Acorns, the Californian investment and savings app, landed its second acquisition of 2021 with artificial intelligence (AI) start-up Pillar<sup>(7)</sup>.

According to the Harvard Kennedy School report<sup>(8)</sup>, the fintech industry deals with the dangers of potential misuse and abuse of consumer data. This includes but is not limited to the loss of privacy, violation of data security, increasing risks of fraud and scams, unfair and discriminatory uses of data and data analytics against rules and regulations, uses of data that are non-transparent to both consumers and regulators; harmful manipulation of consumer behavior; and risks that tech firms entering the financial or financial regulatory space will lack adequate knowledge, operational effectiveness, and stability.

The student loan forgiveness debate has entered the national conversation. White House officials plan to cancel \$10,000 in student debt per borrower after months of internal deliberations over structuring loan forgiveness for tens of millions of Americans. According to the Committee for a Responsible Federal Budget, a nonpartisan think tank, wiping out \$10,000 of debt per borrower could cost roughly \$230 billion.

The Company firmly believes that the student loan industry will continue to be the fastest-growing source of debt for United States households. Student loans are now the largest source of unsecured debt in the United States. They have become a financial industry, especially with its secondary market and student loan asset-backed securities.

<sup>(5)</sup> Federal Student Aid September 2020

<sup>(6)</sup> PRNewswire, July 2018.

<sup>(7)</sup> Fintech Futures, April 2021.

<sup>(8)</sup> M-RCBG Associate Working Paper, Harvard Kennedy School, June 2020.

### **Board of Directors**

As of September 30, 2024, the Company appointed Trent McKendrick as the Executive Chairman and Director. The Company currently has one executive director.

### **Russia-Ukraine Conflict**

The geopolitical situation in Eastern Europe intensified on February 24, 2022, with the Russian invasion of Ukraine. The war between the two countries continues to evolve as military activity continues. The United States and certain European countries have imposed additional sanctions on Russia and specific individuals. As of the date of this filing, there has been no disruption in our operations.

### **Rounding Error**

Due to rounding, numbers presented in the financial statements for the period ending from inception to March 31, 2023, and throughout the report may not add up precisely to the totals provided, and percentages may not exactly reflect the absolute figures.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

### ***Basis of Presentation and Principles of Consolidation***

The accompanying consolidated financial statements include the accounts of the Company. We have eliminated all intercompany balances and transactions. The Company has prepared consolidated financial statements consistent with the Company's accounting policies in its financial statements. The Company has measured and presented the Company's consolidated financial statements in US Dollars, which is the currency of the primary economic environment in which the Company operates (also known as its functional currency).

The Company has a wholly-owned subsidiary, Lever Technology, Inc. ("Lever Technology"), a California corporation. There are no operating activities for Lever Technology. In addition, on July 10, 2024 the Company entered into certain exchange agreements, with Nest Egg Investments LLC, a Delaware limited liability company ("Nest Egg"), Resolve Debt, LLC, a Wyoming limited liability company ("Resolve Debt") and Travl LLC, a Delaware limited liability company ("Travl"). Pursuant to the exchange agreements, Nest Egg, Resolve and Travl became the wholly-owned subsidiary of the Company. Nest Egg is an investment platform powered by artificial intelligence ("AI") with a focus on investing in the US and global stock markets using future-focused investment tools. It is designed to simplify investment strategies, making it easier for users to discover, plan, and automate their stock market investments. Nest Egg leverages advanced AI technology to provide personalized investment advice and automate trades, addressing the growing demand for user-friendly, digital-first financial solutions.

Resolve Debt is an AI first provider of advanced debt collection technology and accounts receivable automation solutions. The company leverages AI to enhance the efficiency and effectiveness of debt recovery processes. Resolve Debt caters to financial institutions and businesses seeking to streamline their collections operations and improve scalable actions with customer experience first, through its AI-agents and AI-powered customer facing intelligent automation.

Travl.App by Travl, LLC is an AI-powered, innovative travel planning, savings and bookings platform designed to streamline and enhance the travel planning experience. It is the first travel app to help users plan, book, and save for their trips using AI. The app caters to travelers seeking seamless booking and itinerary management, offering a comprehensive suite of features that include booking accommodations, flights, and activities, all in one user-friendly application. The platform also provides personalized recommendations based on user preferences and travel history.

### ***Consolidated Financial Statement Preparation and Use of Estimates***

The Company prepared the consolidated financial statements according to accounting principles generally accepted in the United States of America ("GAAP"). The preparation of consolidated financial statements in conformity with GAAP requires Management to make certain estimates, judgments, and assumptions that affect the reported amounts of assets and liabilities and the related disclosures at the date of the consolidated financial statements, as well as the reported amounts of revenue and expenses during the periods presented. Estimates include revenue recognition, the allowance for doubtful accounts, website and software development costs, and the recoverability of tangible assets with finite lives and other long-lived assets.

Actual results could materially differ from these estimates.

### ***Cash and Cash Equivalents***

Total cash and cash equivalents include cash on hand, deposits held with banks, and other short-term, highly liquid investments with three months or less of original maturities. The Company maintains its cash balances at a single financial institution. The balances did not exceed Federal Deposit Insurance Corporation (FDIC) limits as of September 30, 2024. On September 30, 2024, and December 31, 2023, the Company had \$510,797 and \$11,012 cash and cash equivalent held at the financial institution.

### ***Sales, Marketing, and Advertising***

The Company recognizes sales, marketing, and advertising expenses when incurred.

The Company incurred \$17,116 and \$211,410 in sales, marketing, and advertising costs (“sales and marketing”) for the nine months ending September 30, 2024, and 2023. The sales and marketing cost mainly included costs for the engagement of celebrities, cash and stock-based compensation for marketing consultants, SEO marketing, online marketing on industry websites, press releases, and public relations activities. The sales, marketing, and advertising expenses represented 1.43% and 17.49% of the total expenses for the nine months ending September 30, 2024, and 2023.

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## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

### ***Concentrations of Credit Risk***

#### ***Cash***

Total cash and cash equivalents include cash on hand, deposits held with banks, and other short-term, highly liquid investments with three months or less of original maturities. The Company maintains its cash balances at a single financial institution. The balances exceed Federal Deposit Insurance Corporation (FDIC) limits as of September 30, 2024. On September 30, 2024, and December 31, 2023, the Company had \$510,797 and \$11,012 cash and cash equivalent held at the financial institution.

### ***Research and Development (R and D) Cost***

The Company acknowledges that future benefits from research and development (R and D) are uncertain. It cannot capitalize all the R and D. The GAAP accounting standards require us to expense all research and development expenditures as incurred. There were no R and D expenditures for the nine months ending September 30, 2024 and 2023.

### ***Legal Proceedings***

The Company discloses a loss contingency if at least a reasonable possibility that a material loss has been incurred. The Company records its best estimate of loss related to pending legal proceedings when the loss is probable and the amount can be reasonably estimated. The Company can reasonably estimate a range of loss with no best estimate; the Company records the minimum estimated liability. As additional information becomes available, the Company assesses the potential liability of pending legal proceedings, revises its estimates, and updates its disclosures accordingly. The Company’s legal costs associated with defending itself are recorded as expenses when incurred. The Company is currently not involved in any litigation.

### ***Impairment of Long-Lived Assets***

The Company reviews long-lived assets for impairment following FASB ASC 360, Property, Plant, and Equipment. We test long-lived assets for recoverability whenever events or circumstances change to indicate that the carrying amounts may not be recoverable. An impairment charge is recognized for the amount if and when the asset’s carrying value exceeds the fair value. There are no impairment charges for the nine months period ending September 30, 2024 and 2023.

### ***Provision for Income Taxes***

The provision for income taxes is determined using the asset and liability method. Under this method, deferred tax assets and liabilities are based on the temporary differences between the consolidated financial statement and income tax bases of assets and liabilities using the enacted tax rates applicable each year.

The Company utilizes a two-step approach to recognizing and measuring uncertain tax positions (“tax contingencies”). The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes. The second step is to measure the tax benefit as the largest amount, which is more than 50% likely to be realized upon ultimate settlement. The Company considers many factors when evaluating and estimating its tax positions and benefits, requiring periodic adjustments, which may not accurately forecast actual outcomes. The Company includes interest and penalties related to tax contingencies in the provision of income taxes in the operations’ consolidated statements. The Company’s Management does not expect the total amount of unrecognized tax benefits to change significantly in the next twelve (12) months.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

***Contributed Software Code***

At the inception, Lever Holdings provided the working base source code for the launch of the Company, valued at \$772,000, as the contributed tangible software. The Company estimated the value of the source code using the cost approach as the related party contributed to it. The Company attributed 100% value to the cost approach, closest to the actual value of developing the source code.

***Software Development Costs***

By ASC 985-20, Software development costs, including costs to develop software sold, leased, or otherwise marketed, are capitalized after establishing technical feasibility, if significant. Using the straight-line amortization method over the application software’s estimated useful life, we amortize the capitalized software development costs.

The Company established the technical feasibility of the Lever App’s design specifications for the US market in 2022. By the end of March 31, 2022, the Company completed the activities (planning, designing, coding, and testing) necessary to establish that it can launch and market the App. The Company is revising the user interface and building additional features to better the App for official public launch in the fourth quarter of fiscal 2022.

The Company estimates the useful life of the software to be three (3) years. Amortization expense were \$134,839 and \$129,410 for the nine months ending in September 30, 2024, and 2023, and the Company classifies such costs as software amortization costs.

***Capitalized Software Costs***

At September 30, 2024, the gross capitalized software assets were \$1,507,837. At the end of September 30, 2024, accumulated software amortization expenses were \$518,853. As a result, the unamortized balance of capitalized software on September 30, 2024, was \$988,984.

At December 31, 2023, the gross capitalized software assets were \$1,180,909. At the end of December 31, 2023, accumulated software amortization expenses were \$189,926. As a result, the unamortized balance of capitalized software on December 31, 2023, was \$993,984.

The Company launched version 1 of the App in August 2022. As a result, we are amortizing the gross capitalized cost as an amortization expense, which the Company classifies as such.

***Foreign Currency Translation and Re-measurement***

The Company translates its foreign operations to US dollars following ASC 830, “*Foreign Currency Matters*.”

We have translated the local currency of ADS, the Australian Dollar (“AUD”), into US\$1.00 at the following exchange rates for the respective dates:

The exchange rate at the reporting end date:

	September 30,
	2024
USD: AUD	\$ 1.4454

Average exchange rate for the period:

	January 1, 2024 to September 30, 2024
USD: AUD	\$ 1.5091

The Company related party transactions were in AUD, and its reporting currency is the US dollar.

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## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The Company translates its records into USD as follows:

- Assets and liabilities at the rate of exchange in effect at the balance sheet date
- Equities at the historical rate
- Revenue and expense items at the average rate of exchange prevailing during the period

### *Fair Value*

The Company uses current market values to recognize certain assets and liabilities at a fair value. The fair value is the estimated price at which the Company can sell the asset or settle a liability in an orderly transaction to a third party under current market conditions. The Company uses the following methods and valuation techniques for deriving fair values:

**Market Approach** – The market approach uses the prices associated with actual market transactions for similar or identical assets and liabilities to derive a fair value.

**Income Approach** – The income approach uses estimated future cash flows or earnings, adjusted by a discount rate representing the time value of money and the risk of cash flows not being achieved to derive a discounted present value.

**Cost Approach** – The cost approach uses the estimated cost to replace an asset adjusted for the obsolescence of the existing asset.

The Company ranks the fair value hierarchy of information sources from Level 1 (best) to Level 3 (worst). The Company uses these three levels to select inputs for valuation techniques:

<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Level 1 is a quoted price for an identical item in an active market on the measurement date. Level 1 is the most reliable evidence of fair value and is used whenever this information is available.	Level 2 is directly or indirectly observable inputs other than quoted prices. An example of a Level 2 input is a valuation multiple for a business unit based on comparable companies' sales, EBITDA, or net income.	Level 3 is an unobservable input. It may include the Company's data, adjusted for other reasonably available information. Examples of a Level 3 input are an internally-generated financial forecast.

Lever Holdings provided the working base source code for the launch of the Company, valued at \$758,316 as the contributed tangible software. The Company estimated the value of the source code using the cost approach as the related party contributed it. The Company attributed 100% value to the cost approach, closest to the actual value of developing the source code.

### *Basic and Diluted Loss per Share*

The Company follows ASC 260, Earnings Per Share, to account for earnings per share. Basic earnings per share ("EPS") calculations are determined by dividing net loss by the weighted average number of shares of common stock outstanding during the year. Diluted earnings per share calculations are determined by dividing net loss by the weighted average number of common shares and dilutive common share equivalents outstanding. As of September 30, 2024, the Company had 313,319,980 basic and dilutive shares issued and outstanding, respectively.

During the nine months ending September 30, 2024, and 2023, common stock equivalents were anti-dilutive due to a net loss. Hence, they are not considered in the computation.

## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

### *Recent Accounting Pronouncements*

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606), which supersedes the revenue recognition requirements in Topic 605, Revenue Recognition, including most industry-specific requirements. ASU 2014-09 establishes a five-step revenue recognition process; an entity will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. ASU 2014-09 also requires enhanced disclosures regarding the nature, amount, timing, and uncertainty of revenues and cash flows from customers' contracts. In August 2015, the FASB issued ASU 2015-14, Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date, which defers the effective date of ASU 2014-09 by one (1) year. The Company adopted ASC 606 using the modified retrospective method applied to all contracts not completed as of January 1, 2019. The Company presents results for reporting periods beginning after January 1, 2019, under ASC 606, while prior period amounts are reported following legacy GAAP. Refer to Note 2, Revenue from Major Contracts with Customers, for further discussion on the Company's accounting policies for revenue sources within the scope of ASC 606.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 840), to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The amendments to this standard are effective for fiscal years beginning after December 15, 2019. Early adoption of the amendments in this standard is permitted for all entities. The Company must recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. The Company adopted this policy as of January 1, 2020, and there is no material affect on its financial reporting.

In August 2018, the FASB issued ASU 2018-13, "Fair Value Measurement (Topic 820): Disclosure Framework-Changes to the Disclosure Requirements for Fair Value Measurement." The amendments modify the disclosure requirements in Topic 820 to add disclosures regarding changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, and the narrative description of measurement uncertainty. The amendments removed and modified certain disclosure requirements in Topic 820. The amendments are effective for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. Certain amendments are to be applied prospectively, while others are to be applied retrospectively. Early adoption is permitted.

The Company adopted the ASU 2018-13 as of March 24, 2022. The Company used the Level 1I and II Fair Market Measurement to record, at cost, source code as tangible assets valued at \$758,316. We evaluate contributed tangible software for impairment at least annually to confirm if the carrying amount of contributed tangible software exceeds their fair value. The contributed tangible software primarily consists of the source code of the Lever Debt App, fundamental testing of the App in a similar market, and a relationship with the software development and marketing team. We use various qualitative or quantitative methods for these impairment tests to estimate the fair value of our contributed tangible software. If the fair value is less than its carrying value, we would recognize an impairment charge for the difference. The Company did not record impairment for March 31, 2023.

ASU 2020-06, "Debt – Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging – Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity", issued in August 2020 simplifies the accounting for convertible debt and convertible preferred stock by removing the requirements to present certain conversion features in equity separately. In addition, the amendments also simplify the guidance in ASC Subtopic 815-40, Derivatives and Hedging: Contracts in Entity's Own Equity, by removing certain criteria that must be satisfied to classify a contract as equity, which is expected to decrease the number of freestanding instruments and embedded derivatives accounted for as assets or liabilities. Finally, the amendments revise the guidance on calculating earnings per share, requiring the use of the if-converted method for all convertible instruments and rescinding an entity's ability to rebut the presumption of share settlement for instruments that may be settled in cash or other assets. The amendments are effective for public companies for fiscal years beginning after December 15, 2021. Early adoption is permitted, but no earlier than fiscal years beginning after December 15, 2020. The guidance must be adopted as of the beginning of the fiscal year of adoption. The Company does not expect this ASU 2020-06 to impact its condensed consolidated financial statements.

Other recent accounting pronouncements issued by the FASB (including its Emerging Issues Task Force) and the United States Securities and Exchange Commission did not or are not believed by Management to have a material impact on the Company's present or future consolidated financial statements.

### NOTE 3. GOING CONCERN

The Company has prepared consolidated financial statements on a going concern basis, which contemplates the realization of assets and the settlement of liabilities and commitments in the ordinary business course. On September 30, 2024, and December 31, 2023, the accumulated deficit was \$9,157,767 and \$4,908,051, there was a working capital deficit for December 31, 2023 amounting to \$610,897.

There was a limited revenue for the nine months ending September 30, 2024, and 2023. As of September 30, 2024, and December 31, 2023, the Company had \$510,797 and \$11,012 cash on hand. The Management believes that cash on hand may not be sufficient for the Company to meet working capital and corporate development needs as they become due in the ordinary course of business for twelve (12) months following December 31, 2023. From inception to September 30, 2024, the Company did not earn any significant revenues. The Company continues to experience negative cash flows from operations and the ongoing requirement for substantial additional capital investment to develop its financial technologies.

Management has considered various factors in evaluating the Company's sustainability and the ability to manage obligations due within a year. Management has considered general economic conditions, key industry metrics, operating results, capital expenditures, commitments, and future obligations and liquidity. If there is a delay in generating significant revenues by the end of December 31, 2024, the Company will require capital infusion from new and existing investors, streamlining operating costs, and evaluating new business strategies to enhance cash flow from operations.

The Management expects that it will need to raise significant additional capital to accomplish its growth plan over the next twelve (12) months. The Management expects to seek additional funding through private equity or public markets. However, there can be no assurance about the availability or terms such as financing and capital might be available.

The Company's ability to continue as a going concern may depend on the Management's plans discussed below. The consolidated financial statements do not include any adjustments relating to the recoverability and classification of assets or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

To the extent the Company's operations are insufficient to fund the Company's capital requirements, the Management may attempt to enter into a revolving loan agreement with financial institutions or raise capital through the sale of additional capital stock or issuance of debt.

The Management intends to continue enhancing its revenue from its Lever App subscription model, which it expects to launch in the second quarter of fiscal 2024. In the meantime, the Company expects to raise funds through private placement offerings and debt financing. See Note 8 for Notes Payable. As the Company increases its subscription base in the United States, it intends to acquire long-lived assets to provide a future economic benefit beyond fiscal 2024.

### NOTE 4. RELATED PARTY TRANSACTIONS

#### *Note 1: Lever Holdings 500K Notes Payable (\$500,000)*

Lever Holdings provided seed capital to Lever Technology Inc. for \$500,000 to start App in the United States. Lever Holdings provided the working base source code for the launch of the Company, valued at \$758,316 as the contributed tangible software. The Company estimated the value of the source code using the income and cost approach. The Company attributed 90% of its value to the cost approach, closest to the actual value of developing the source code.

On March 31, 2022, the Company converted all the outstanding notes into common stock by issuing 20,166,042 common stock valued at \$0.0248 per share to Lever Holdings. On May 31, 2022, the Lever Holdings Note balance was zero.

As a result of this conversion, Niloc Capital Pty Ltd. (“Niloc Capital”), an entity owned by Mr. McKendrick, received 7,500,000 common stock of the Company and founding shares of common and preferred stock. Niloc Capital transferred 220,000 shares to a software developer. Mr. Copulos received 9,177,438 common stock from the conversion through his four entities.

As of September 30, 2024, Mr. Copulos has funded the Company since its inception for \$3.43 million. Mr. Copulos currently owns 36,074,708 common stock of the Company, representing 53.61% of issued and outstanding common stock of the Company as of September 30, 2024. Mr. Copulos received these shares from the note conversion and for cash consideration.

#### **NOTE 5. NOTES PAYABLE – RELATED PARTY**

##### ***Note 2: Citywest 150K Notes Payable (\$150,000)***

On December 21, 2022, the Company borrowed \$150,000 at a 10% interest rate due on December 21, 2023, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 350,000 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 350,000 Shares. In case of IPO, the note is convertible into Common Stock to up to \$150,000, at the IPO price per Share less 25% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 350,000 shares of common stock as a full settlement of the outstanding note.

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#### **NOTE 5. NOTES PAYABLE – RELATED PARTY (continued)**

##### ***Note 2: Eyeon 150K Notes Payable (\$150,000)***

On December 21, 2022, the Company borrowed \$150,000 at a 10% interest rate due on December 21, 2023, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 350,000 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 350,000 Shares. In case of IPO, the note is convertible into Common Stock to up to \$150,000, at the IPO price per Share less 25% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 350,000 shares of common stock as a full settlement of the outstanding note.

##### ***Note 3: Citywest 100K Notes Payable (\$100,000)***

On March 29, 2023, the Company borrowed \$100,000 at a 15% interest rate due on March 31, 2024, from Citywest Corp Pty Ltd ATF Copulas (Sunshine) Unit Trust (Citywest), directly benefiting Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, where the Company must repay the Loan from June 1, 2023, the borrower, following a repayment schedule or at Citywest’s discretion convert the outstanding balance into equity at a 35% discount to sale or acquisition should the company undertake a liquidity event.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 220,808 shares of common stock as a full settlement of the outstanding note.

##### ***Note 4: Eyeon I 100K Notes Payable (\$100,000)***

On March 29, 2023, the Company borrowed \$100,000 at a 15% interest rate due on March 31, 2024, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust (Eyeon), directly benefiting Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, where the Company must repay the Loan from June 1, 2023, the borrower, following a repayment

schedule or at Eyeon's discretion convert the outstanding balance into equity at a 35% discount to sale or acquisition should the company undertake a liquidity event.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 220,808 shares of common stock as a full settlement of the outstanding note.

***Note 5: Northrock 100K Notes Payable (\$100,000)***

On March 29, 2023, the Company borrowed \$100,000 at a 15% interest rate due on March 31, 2024, from Northrock Unit Capital Trust (Northrock), which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, where the Company must repay the Loan from June 1, 2023, the borrower, following a repayment schedule or at Northrock's discretion convert the outstanding balance into equity at a 35% discount to sale or acquisition should the company undertake a liquidity event.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 220,808 shares of common stock as a full settlement of the outstanding note.

***Note 6: Collin Phillips (\$6,599)***

On May 29, 2023, the Company borrowed \$6,599 at a 15% interest rate due on May 29, 2024, from Collin Phillips. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 13,998 Shares of Common Stock on a fully diluted basis.

Pursuant to the terms of the Conversion Notice dated October 1, 2023, the Company issued an aggregate of 13,998 shares of common stock as a full settlement of the outstanding note.

**NOTE 5. NOTES PAYABLE – RELATED PARTY (continued)**

***Note 7: Eyeon II 100K Notes Payable (\$100,000)***

On May 29, 2023, the Company borrowed \$100,000 at a 15% interest rate due on May 29, 2024, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 150,000 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 150,000 Shares. In case of IPO, the note is convertible into Common Stock to up to \$100,000, at the IPO price per Share less 30% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 209,534 shares of common stock as a full settlement of the outstanding note.

***Note 8: Eyeon 200K Notes Payable (\$200,000)***

On July 3, 2023, the Company borrowed \$200,000 at a 15% interest rate due on July 3, 2024, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 400,000 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 400,000 Shares. In case of IPO, the note is convertible into Common Stock to up to \$500,000, at the IPO price per Share less 30% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 414,466 shares of common stock as a full settlement of the outstanding note.

***Note 9: Eyeon III 150K Notes Payable (\$150,000)***

On September 12, 2023, the Company borrowed \$150,000 at a 15% interest rate due on September 12, 2024, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 299,000 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 299,000 Shares. In case of IPO, the note is convertible into Common Stock to up to \$150,000, at the IPO price per Share less 30% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 299,000 shares of common stock as a full settlement of the outstanding note.

***Note 10: A&K Sfetcopoulos \$50K (\$50,000)***

On September 19, 2023, the Company borrowed \$50,000 at a 15% interest rate due on September 12, 2024, from A&K Sfetcopoulos Superannuation Pty Ltd. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 99,667 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 99,667 Shares. In case of IPO, the note is convertible into Common Stock to up to \$50,000, at the IPO price per Share less 30% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 100,000 shares of common stock as a full settlement of the outstanding note.

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**NOTE 5. NOTES PAYABLE – RELATED PARTY (continued)**

***Note 11: Eyeon III 100K Notes Payable (\$100,000)***

On October 30, 2023, the Company borrowed \$100,000 at a 15% interest rate due on October 30, 2024, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 190,476 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 190,476 Shares. In case of IPO, the note is convertible into Common Stock to up to \$100,000, at the IPO price per Share less 30% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

As of September 30, 2024, the Note remained outstanding.

***Note 12: Eyeon 70K Notes Payable (\$70,000)***

On December 20, 2023, the Company borrowed \$70,000 at a 15% interest rate due on December 20, 2024, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 133,333 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 33,333 Shares. In case of IPO, the note is convertible into Common Stock to up to \$70,000, at the IPO price per Share less 30% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

As of September 30, 2024, the Note remained outstanding.

***Trent McKendrick (Aspire) Loan***

In August 2023, Aspire Technologies LLC, a limited liability company controlled by Mr. McKendrick, who serves as Chief Executive Officer of the Company, contributed \$143,400 to the Company. This capital infusion was recorded as a non-interest-bearing loan to provide the Company's working capital. The loan is unsecured and due on demand. The Company entered the transaction on terms that, from the Company's perspective, are as favorable as could have been obtained from an unaffiliated third party. As of September 30, 2024, the outstanding balance was \$142,870.

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## **NOTE 6. COMMITMENTS AND CONTINGENCIES**

### ***Office Facility and Other Operating Leases***

The rental expense was \$32,963 and \$75,979 for the nine months ending September 30, 2024, and 2023. The Company rents its servers, computers, and data center from an unrelated third party. Under the rent Agreement, the lessor provides furniture, fixtures, and leasehold improvements at Level 11, 9255 Subset Boulevard, West Hollywood, CA 90069 (Hollywood Office), as discussed in Note 2.

From May 2022 to the present, the Company leases office space in West Hollywood from an unrelated party for a year. The office's rent payment is \$6,845 per month as the General and administrative expenses.

The agreement continues month-to-month until the Company or the lessor chooses to terminate the agreement's terms by giving thirty (30) days' notice. The Company uses the office for software development and technical support. The Company has no long-term obligations to continue as a tenant in the Hollywood Office.

### ***Employment Agreement***

The Company gave all salary compensation to Mr. McKendrick as an employee, who committed a hundred percent (100%) of his time to the Company. The Company has not formalized performance bonuses and other incentive plans. Mr. McKendrick's annual salary compensation is \$208,000 per his employment agreement.

### ***Accrued Interest***

As of September 30, 2024, and December 31, 2023, the Company had \$0 and \$2,823 in accrued interests.

### ***Pending Litigation***

Management is not aware of any actions, suits, investigations, or proceedings (public or private) pending or threatened against or affecting any of the assets or any affiliate of the Company.

### **Tax Compliance Matters**

The Company has not assessed federal and state payroll tax payments as there had been no taxable income. The Company will aggregate all such payments in the General and administrative expenses in the future.

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## **NOTE 7. STOCKHOLDERS' EQUITY**

### ***Authorized Shares***

As of September 30, 2024, the Company's authorized capital stock consists of 50,000,000 shares of preferred stock, a par value of \$0.0001 per share, and 500,000,000 shares of common stock, a par value of \$0.0001 per share. As of September 30, 2024, the Company had 313,319,980 common shares and 5,000,000 preferred shares issued and outstanding. The preferred stock has twenty (20) votes for each share of preferred shares owned. The preferred shares have no other rights, privileges, and higher claims on the Company's assets and earnings than common stock.

### ***Preferred Stock***

On March 24, 2022, the Board agreed to issue 5,000,000 shares of Preferred Stock to TJM Capital LLC, a limited liability company owned by Mr. McKendrick as the founder, in consideration of services rendered to the Company. As of September 30, 2024, the Company had 5,000,000 preferred shares issued and outstanding.

### ***Common Stock***

On March 24, 2022, the Company collectively issued 7,250,000 and 2,750,000 at par value to TJM Capital LLC, a limited liability company owned by Mr. McKendrick and Trent McKendrick, respectively, as the founder and incorporator of the Company.

On March 24, 2022, the Company issued 27,500,000 shares to Eyeon Investment Pty Ltd., an entity controlled by Mr. Copulos, for the cash consideration of \$275,000.

On March 31, 2022, the Company issued 3,000,000 shares to an individual valued at \$30,000 for cash consideration.

On March 31, 2022, the Company issued 20,160,926 shares valued at \$500,000 to settle the \$500K Note with Lever Holdings.

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#### **NOTE 7. STOCKHOLDERS' EQUITY (continued)**

On April 28, 2022, the Company issued 500,000 shares valued at \$250,000 for cash consideration received from Eyeon Investment Pty Ltd., an entity controlled by Mr. Copulos.

On April 28, 2022, the Company issued 466,667 shares valued at \$350,000 for cash consideration received from Eyeon Investment Pty Ltd., an entity controlled by Mr. Copulos.

On April 28, 2022, the Company issued 33,333 shares to an individual valued at \$25,000 for marketing and branding services rendered.

On May 26, 2022, the Company issued 2,000,000 shares valued at \$1,500,000 for cash consideration received from Eyeon Investment Pty Ltd., an entity controlled by Mr. Copulos.

On September 28, 2023, the Company entered into a conversion agreement (Conversion Notices) with Eyeon Investments Pty Ltd., Citywest Corp Pty Ltd., and Northrock Unit Capital Trust, whereby the noteholders agreed to convert the outstanding notes they held, with a principal amount totaling \$1,100,000 and any accrued interest thereon, into shares of the Company's common stock. Pursuant to the terms of the Conversion Notices, the Company issued an aggregate of 2,285,424 shares of common stock as full settlement of the outstanding notes.

On October 1, 2023, the Company entered into a conversion agreement (Conversion Notice) with Collin Philips, whereby the noteholder agreed to convert the outstanding notes they held, with a principal amount totaling \$6,599 and any accrued interest thereon, into shares of the Company's common stock. Pursuant to the terms of the Conversion Notices, the Company issued an aggregate of 13,998 shares of common stock as full settlement of the outstanding notes.

#### ***Warrants***

There are no outstanding warrants.

#### **NOTE 8. OFF-BALANCE SHEET ARRANGEMENTS**

We have no off-balance sheet arrangements affecting our liquidity, capital resources, market risk support, credit risk support, or other benefits.

#### **NOTE 9. SUBSEQUENT EVENTS**

None.

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## **ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

*This Quarterly Report Form 10-Q contains forward-looking statements. Our actual results could differ materially from those set forth as a result of general economic conditions and changes in the assumptions used in making such forward-looking statements. The*

*following discussion and analysis of our financial condition and results of operations should be read together with the unaudited condensed financial statements and accompanying notes and the other financial information appearing elsewhere in this report. The analysis set forth below is provided pursuant to applicable Securities and Exchange Commission regulations and is not intended to serve as a basis for projections of future events.*

AI Unlited Group, Inc. (the “Company,” “we,” “our,” or “us”) was incorporated under the laws of the State of Delaware on March 24, 2022 under the name of Lever Global Corporation, which was then changed to AI Unlited Group, Inc. on July 19, 2024. We are a fintech-driven consumer liabilities and debt management company. Our mission is to empower subscribers to use our App to become financially independent by managing all their liabilities and debt obligations in one place. Mr. McKendrick is the Company’s Founder, CEO, and Director and has started several fintech companies focusing on credit and debt management for consumers and businesses since 2014. The Company has a wholly owned subsidiary, Lever Technology, Inc. (“Lever Technology”), a California corporation. There are no operating activities for Lever Technology. In addition, on July 10, 2024 the Company entered into certain exchange agreements, with Nest Egg Investments LLC, a Delaware limited liability company (“Nest Egg”), Resolve Debt, LLC, a Wyoming limited liability company (“Resolve Debt”) and Travl LLC, a Delaware limited liability company (“Travl”). Pursuant to the exchange agreements, Nest Egg, Resolve and Travl became the wholly-owned subsidiary of the Company. Nest Egg is an investment platform powered by artificial intelligence (“AI”) with a focus on investing in the US and global stock markets using future-focused investment tools. It is designed to simplify investment strategies, making it easier for users to discover, plan, and automate their stock market investments. Nest Egg leverages advanced AI technology to provide personalized investment advice and automate trades, addressing the growing demand for user-friendly, digital-first financial solutions.

Resolve Debt is an AI first provider of advanced debt collection technology and accounts receivable automation solutions. The company leverages AI to enhance the efficiency and effectiveness of debt recovery processes. Resolve Debt caters to financial institutions and businesses seeking to streamline their collections operations and improve scalable actions with customer experience first, through its AI-agents and AI-powered customer facing intelligent automation.

Travl.App by Travl, LLC is an AI-powered, innovative travel planning, savings and bookings platform designed to streamline and enhance the travel planning experience. It is the first travel app to help users plan, book, and save for their trips using AI. The app caters to travelers seeking seamless booking and itinerary management, offering a comprehensive suite of features that include booking accommodations, flights, and activities, all in one user-friendly application. The platform also provides personalized recommendations based on user preferences and travel history.

The Company had a soft launch of the App in the third quarter of fiscal 2022 on the iOS App Store. Currently, the app allows subscribers to analyze their existing student loans and recommend programs offered by the US Department of Education after the initial assessment and to process enrollment into these programs. The App provides a list of qualified federal programs. The subscribers can digitally enroll in these programs by uploading or self-declaring their W-2, wage, or tax statements through the App. If subscribers are accepted for a federal program, the App manages their annual certifications for a monthly subscription fee. The average life of a loan is twenty-one years. The Company has partnered with Array US, Inc. to give subscribers personalized credit and financial data through the App, allowing them to understand their borrowing capacity better. The subscribers can also use the information to manage their credit scores.

In the fourth quarter of fiscal 2022, the Company added a round-up option, allowing subscribers to link their bank account and student loan to the App and select to pay a few cents per transaction towards the principal of their student loan. The App will have a feature showing the subscriber how the extra payments towards the loan will result in interest savings and reduce the loan term.

In fiscal 2023, the Company offered its subscribers the tools in the App to directly negotiate and refinance their outstanding credit card and auto loans with their lenders. The Company plans to connect several credit card companies and auto loan providers to the App through API. As well as provide more ways to save, spend, and invest through the development, acquisition, and key hires across these technologies. The Company also plans to officially launch the App in the App Store and Play Store in the fiscal year 2024. There is no assurance that the Company will be successful in future plans.

The App allows everyday people to directly negotiate, enroll, repay, and settle student loans for the US market without the complexity and confusion of the fine print. The App helps subscribers with debt management - negotiation, repayment, and settlement. We are committed to providing our subscribers with impartial guidance in their journey toward financial independence. The App will be available on the Play Store (Android) and App Store (iOS) under Lever App (the “App”) as its brand name for a subscription-based fee billed monthly or annually.

The App will help the subscriber directly negotiate debt through continued education and recommendations on how and when to refinance the student loan, federal student loan prequalification and enrollment, access credit scores, and other features that enable subscribers to manage their debt obligations smartly, intuitively, and cost-effectively. The Company initially intends to target student debt holders in the United States as its primary customer base. The Company believes that manually managing debt is complex and time-consuming,

which involves actively monitoring personal finances, estimating payments, negotiating with lenders, and finding the proper federal and state grants and loan arrangements. Maintaining and monitoring these loan terms with annual renewals that can last up to twenty-one (21) years on average isn't easy.

A student loan default has severe consequences for the borrower as it damages the borrower's credit score, making it difficult to qualify for future loans. Still, the borrower may also be subject to wage garnishment when the lender automatically takes a portion of the paycheck to repay the loan. In addition, defaulting on a student loan can lead to the seizure of tax refunds and Social Security benefits. The Company believes that if borrowers struggle to make student loan payments, it's crucial to act before falling too far behind. The Lever App allows the borrower to contact the loan servicer to discuss options, including deferment or forbearance. The Company believes acting through its intuitive technology can help them avoid the devastating consequences of student loan default.

The Company believes the student loan borrower will benefit from the App. Our Application Program Interface (APIs) and artificial intelligence (AI) driven programming connect them to the right and relevant federal loan programs with the most favorable terms – qualifying amount and rate, enroll and save with a few clicks. The Lever App further informs the subscribers when and how to refinance their student loans. Based on the subscriber's inputs, the Lever App provides visual guidelines on how the subscriber's budget and spending suit their student loan repayments.

The Lever App provides subscribers instant matches through Student Aid, the largest provider of financial aid for college in the United States, and other Federal student aid programs. The subscriber can access the complex world of student debt management in an easy four-step process through the Lever App, which includes:

- Basic subscriber information per KYC requirements,
- The subscriber links one or multiple loans in real-time, also known as Enrollment,
- The software matches with up to three (3) options to manage loans (deferment or forbearance or reduced payments, etc.), and
- The subscriber picks the best option to connect to the best United States Government aid program to complete the application.

Once subscribers sync their respective loans with the Lever App, the software automates with a data-driven algorithm to match users with qualifying federal loan programs. The App also provides credit score insights and payment round-up technology using open banking protocols that help and recommend that loan borrowers contribute micro amounts towards their loan principal, save on years of interest, and reach financial independence faster and better with the App.

The Company expects to continue to earn revenues through a subscription-based model, which will charge monthly recurring fees to subscribers. The Company is developing and testing the App, which it expects to market and launch in the second quarter of fiscal 2025. The App will be available on the App Store and PlayStore.

With the U.S. Department of Education confirming the resumption of interest on student loans from September 1, 2023, and repayments resuming October 1, 2023. Student loans represent a significant financial commitment for millions of individuals, often serving as the primary means to fund higher education. These federal or private loans accrue interest over time, increasing the total amount borrowers owe. The resumption of student loan payments, especially after periods of forbearance or deferment, can bring about additional costs. The Company is poised to support millions of students and graduates. This initiative aims to bolster the company's resources, allowing for expansion into new markets, enhancing user experience, and integrating advanced credit intelligence features. Over the past nine months, the Company has undergone significant business and tech developments, from streamlining its UX/UI to introducing a simplified identification system, ensuring users can easily navigate their loan management.

We are a development stage entity devoting all our efforts to substantially establishing our flagship product, the Lever App ("App"). The App officially launched in the second quarter of fiscal 2024. The Company had earned no significant revenues for the nine months ending September 30, 2024, and 2023. The Company did not generate any revenues in the fiscal year ending December 31, 2023. Our independent auditors have raised concerns about our ability to continue as a going concern. We expect the Company to raise significant additional capital to accomplish its growth plan over the next twelve months. However, there can be no assurance that financing and/or capital might be available to the Company.

## PLAN OF OPERATIONS

The Company has prepared consolidated financial statements on a going concern basis, which contemplates the realization of assets and the settlement of liabilities and commitments in the ordinary course of business. The Company had earned no significant revenues for the fiscal year ending December 31, 2023, and 2022.

Our experienced Management and in-house software development team have carefully designed various B2C debt management solutions to meet the needs of borrowers in the United States and Australia. We intend to grow our core business, increase market share, and improve profitability principally by deploying the following growth strategies:

- Completed the App in the third quarter of fiscal 2022 with the soft launch, and launch the App officially to the public in the second quarter of fiscal 2025;
- Ramp up subscriber acquisition through our digital and traditional marketing strategies;
- Continue to enhance and promote our core proprietary debt management platform and introduce other innovative debt management tools for the United States student loan borrowers;
- Future growth will depend on the timely development and successful distribution of the Lever App by signing enterprise and employer deals in the United States;
- Increase our software development capabilities to develop disruptive and next-generation machine learning and artificial intelligence-driven technologies to grow and retain subscriber base;
- Grow subscriber base through accretive acquisitions, opportunistic investments, and beneficial partnerships; and
- Recognize and enter high-growth markets to expand our services to meet the demand for other financial solutions, including but not limited to auto-save and auto loan payment from day-to-day debit card usage.

### **Financial Conditions at September 30, 2024**

At September 30, 2024 and December 31, 2023, the Company had \$510,797 and \$11,012 cash to execute its business plan and accumulated a deficit of \$9,157,767 and \$4,908,051. The Company had a working capital surplus of \$622,905 and deficit of \$610,897 as of September 30, 2024 and December 31, 2023, respectively. AIUG provided the working base source code for the launch of the Company, valued at \$758,316, the contributed tangible software.

The Company believes it has the necessary funding and in-house capabilities to develop and successfully launch the App. The Company budgets \$500,000 for sales and marketing campaigns in the next twelve months. Should we require additional capital to the extent the Company's operations are insufficient to fund its capital requirements, the Company may attempt to raise capital through the issuance of equity or debt. The Company's ability to continue as a going concern may depend on Management's plans' success. The consolidated financial statements do not include any adjustments relating to the recoverability and classification of assets or the amounts and liabilities that might be necessary should the Company is unable to continue as a going concern.

## **RESULTS OF OPERATIONS**

### **Three Months Ended September 30, 2024, and 2023**

The Company did not generate any revenue during the three months ending September 30, 2024, and 2023. During the three months ending September 30, 2024, and 2023, the Company had a net income loss of \$2,088,425 and \$1,231,491.

During the three months ending September 30, 2024, and 2023, the Company incurred general & administrative costs ("G and A") of \$564,657 and \$363,039. The three months ending September 30, 2024, and 2023, the Company incurred sales and marketing costs of \$9,929 and \$164,245. The sales & marketing costs mainly included payment to marketing and branding consultants, brand ambassadors, affiliate marketing, customer meets and greet, online marketing on industry websites, press releases, and other public relations activities.

For the three months ending September 30, 2024, and 2023, the office's rent payment or membership fee was \$28,783 and \$23,311, included in the G and A expenses. From May 16, 2024, and for the fiscal year 2024, the office's monthly rent payment or membership fee would be \$6,725.

### **Nine Months Ended September 30, 2024, and 2023**

The Company did not generate any revenue during the nine months ending September 30, 2024, and 2023. During the nine months ending September 30, 2024, and 2023, the Company had a net income loss of \$3,060,087 and \$2,026,766.

During the nine months ending September 30, 2024, and 2023, the Company incurred general & administrative costs ("G and A") of \$1,183,160 and \$997,225. The nine months ending September 30, 2023, and 2022, the Company incurred sales and marketing costs of \$17,116 and \$211,410. The sales & marketing costs mainly included payment to marketing and branding consultants, brand ambassadors, affiliate marketing, customer meets and greet, online marketing on industry websites, press releases, and other public relations activities.

### **LIQUIDITY AND CAPITAL RESOURCES**

At September 30, 2024, we had a cash balance of \$510,797. The Company had a working capital surplus of \$622,905 on September 30, 2024.

Since its inception, the Company has sustained losses and negative cash flows from operations. The Management believes that cash on hand may not be sufficient for the Company to meet working capital and corporate development needs as they become due in the ordinary course of business for twelve (12) months following September 30, 2024. The Company continues to experience negative cash flows from operations and the ongoing requirement for substantial additional capital investment to develop its financial technologies. We expect to conduct the planned operations for twelve months using currently available capital resources. The Management anticipates raising additional capital to accomplish its growth plan over the next twelve months. We do not have any plans or specific agreements for new funding sources. The Management expects to seek additional funding through private equity or public markets. However, there can be no assurance about the availability or terms such as financing and capital might be available.

In the next twelve months, the Company will continue to invest in sales, marketing, product support, development of technology solutions, and enhancement of existing technology to serve our customers. We expect capital expenditure to increase to up to \$250,000 in the next twelve months to support the growth, which mainly includes software development, acquisition of complementary software, and purchasing of computers and servers. In addition, the Company estimates additional expenditure needed to be \$500,000, which provides \$100,000 and \$400,000 for sales & marketing, and working capital, respectively.

For the next nine to nine months, we intend to raise funding and make use of the existing cash on hand, and cash flows from operations to fund our operating activities and other cash commitments, such as related party payments and material capital expenditures. However, we may need additional funds to achieve a sustainable sale where ongoing operations can be funded out of revenues. There is no assurance that any additional financing will be available or, if available, on terms that will be acceptable to us.

### **GOING CONCERN CONSIDERATION**

For the nine months ending September 30, 2024, and 2023, and since inception, the Company did not earn any significant revenues. As of September 30, 2024, and December 31, 2023, the Company accumulated a deficit of \$9,157,767 and \$4,908,051. Our independent auditors included an explanatory paragraph in their report on the audited financial statements for the annual report on form 10K/A for the year ended December 31, 2023, filed with SEC on August 19, 2024., regarding concerns about our ability to continue as a going concern. Our financial statements contain additional note disclosures describing the circumstances that led to this disclosure by our independent auditors. Our financial statements do not include any adjustments related to the recoverability or classification of asset carrying amounts or the amounts and classifications of liabilities that may result in the Company being unable to continue as a going concern.

### **Critical Accounting Policies and Significant Judgments and Estimates**

We have based our Management's discussion, and analysis of our financial condition and results of operations on our financial statements, which we have prepared following the U.S. generally accepted accounting principles. In preparing our financial statements, we are required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting periods.

In more detail, we have described significant accounting policies in Note 2 of our annual report on form 10K/A for the year ended December 31, 2023, filed with SEC on August 19, 2024. We evaluate our critical accounting estimates and judgments required by our policies on an ongoing basis and update them as appropriate based on changing conditions.

### **JOBS Act Accounting Election**

We are an “*emerging growth company*,” defined in the JOBS Act. The JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an emerging growth company to delay the adoption of some accounting standards until those standards would otherwise apply to private companies. We have elected not to avail ourselves of the delayed adoption of new or revised accounting standards. Therefore, we will adopt new or revised generally accepted accounting principles in the United States on the relevant dates on which adoption of such standards is required for other public companies that are not emerging growth companies.

### **Off-Balance Sheet Arrangements and Contractual Obligations**

We have not engaged in any off-balance sheet arrangements as defined in Item 303(c) of the SEC’s Regulation S-B. We did not have any relationships with unconsolidated organizations or financial partnerships, such as structured finance or special purpose entities that would have been established to facilitate off-balance sheet arrangements or other contractually narrow or limited purposes.

### **Recent Accounting Pronouncements**

The amendments in the ASU are effective for fiscal years beginning after December 15, 2019, including interim periods therein. Early adoption of the standard is permitted, including adoption in interim or annual periods for which financial statements have not yet been issued. We have adopted this ASU as of the inception date of March 24, 2022, for ASC 606, Revenue Recognition and Amended ASU 2016-02, Leases (Topic 840). The ASU is currently not expected to have a material impact on our consolidated financial statements. While we have described significant accounting policies in more detail in Note 2 of our annual financial statements included in Form S-/A (Amendment 3) statements filed with the SEC on September 19, 2022 , we believe the accounting policies as described in Note 2 to be critical to the judgments and estimates used in the preparation of our financial statements.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS.**

Not Applicable.

### **ITEM 4. CONTROLS AND PROCEDURES.**

#### **Evaluation of Disclosure Controls and Procedures**

Under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer (together, the “Certifying Officers”), we carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act. Based on the foregoing, our Certifying Officers concluded that our disclosure controls and procedures were not effective as of the end of the period covered by this Report.

Disclosure controls and procedures are controls and other procedures designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is accumulated and communicated to management, including our Certifying Officers, or persons performing similar functions, as appropriate, to allow timely decisions regarding required disclosure.

#### **Changes in Internal Control over Financial Reporting**

There have been no changes in our internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Rule 13a-15 or Rule 15d-15 under the Exchange Act that occurred during the nine months ended September 30, 2024, that has materially affected or is reasonably likely to affect, our internal control over financial reporting materially.

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**PART II.**

**ITEM 1. LEGAL PROCEEDINGS.**

There are no legal proceedings against the Company, and the Company is unaware of any proceedings contemplated against it.

**Item 1A. Risk Factors.**

In accordance with the requirements of Form 10-Q, the Company, as a smaller reporting company, is not required to make the disclosure under this item.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.**

On July 10, 2024, the Company entered into separate exchange agreements with Nest Egg, Travl and Resolve Debt, and pursuant to which the Company acquired 100% membership interest in each of the entities for an aggregate consideration of 220,000,000 shares of Company's common stock.

On August 19, 2024, the Company retained Lynos Capital, LLC ("Lynos") for business development services (the "Services") for a period of one year from the date thereof. As a consideration for the Services, the Company issued Lynos 250,000 shares of Company's common stock.

On August 20, 2024, the Company entered into separate securities purchase agreements (the "SPA") with certain investors, pursuant to which the company issued 2,777,778 shares of common stock for an aggregate proceeds of \$1,000,000.

On August 21, 2024, the Company entered into Amended and Restated Securities Purchase Agreements (the "A&R SPA") with certain investors. Pursuant to the A&R SPA the Company issued 6,079,069 shares of common stock and 18,271,993 pre-funded warrants, for a gross proceeds of \$2,417. Each investors have anti-dilution rights, and will be issued additional shares, as needed, to maintain their respective shareholding in the Company if and when the Company issues any securities in the future.

**Item 3. Defaults Upon Senior Securities.**

None

**Item 4. Mine Safety Disclosures.**

None

**Item 5. Other Information.**

None

**Item 6. Exhibits.**

(a) Exhibits.

Exhibit	Item
10.1	<a href="#">Form of Amended and Restated Securities Purchase Agreement</a>
10.2	<a href="#">Form of Securities Purchase agreement</a>
31.1	<a href="#">Certification of Chief Executive Officer pursuant to Section 302(a) of the Sarbanes-Oxley Act of 2002</a>
31.2	<a href="#">Certification of Chief Financial Officer pursuant to Section 302(a) of the Sarbanes-Oxley Act of 2002</a>

32.1	<a href="#">Certification of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

### SIGNATURES

In accordance with the requirements of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AI UNLIMITED GROUP, INC.

Date: December 3, 2024

/s/ Trent McKendrick

Trent McKendrick, President and CEO  
(Principal Executive Officer)

Date: December 3, 2024

/s/ Trent McKendrick

Trent McKendrick, CFO  
(Principal Accounting Officer)

**AMENDED AND RESTATED SECURITIES PURCHASE AGREEMENT**

This Amended and Restated Securities Purchase Agreement (this “Agreement”) is dated as of August 21, 2024, between Lever Global Corp, a Delaware corporation (the “Company”), and the purchaser identified on the signature pages hereto (including its successors and assigns, a “Purchaser”).

WHEREAS, the Company and the Purchaser had previously entered into a securities purchase agreement dated May 31, 2024 (the “Original”), pursuant to which the Purchaser was issued \_\_\_\_\_ shares of common stock for an aggregate purchase price of \$\_\_\_\_.

WHEREAS, the Company and the Purchaser, desiring to amend and restate the Original in its entirety to better reflect their mutual understanding, obligations, and intent, have mutually agreed to enter into this Agreement, which shall supersede and replace the Original in its entirety;

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to an exemption from the registration requirements of Section 5 of the Securities Act contained in Section 4(a)(2) thereof, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company, the Securities as more fully described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

**ARTICLE I.  
DEFINITIONS**

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

“Affiliate” means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

“Board of Directors” means the board of directors of the Company.

“Business Day” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

“Closing” means the closing of the purchase and sale of the Shares and / or Pre-funded Warrants pursuant to Section 2.1.

“Closing Date” means the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Purchaser’s obligations to pay the Subscription Amount and (ii) the Company’s obligations to deliver the Securities, have been satisfied or waived, but in no event later than the 60th calendar day following the date hereof except as may be extended by the Company.

“Commission” means the United States Securities and Exchange Commission.

“Common Stock” means shares of common stock of the Company, \$0.0001 par value, and any other class of securities into which such securities may hereafter be reclassified or changed.

“Common Stock Equivalents” means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time shares of Common Stock, including, without limitation, any debt, preferred shares, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, shares of Common Stock.

“Disclosure Time” means, (i) if this Agreement is signed on a day that is not a Trading Day or after 9:00 a.m. (New York City time) and before midnight (New York City time) on any Trading Day, 9:01 a.m. (New York City time) on the Trading Day immediately following the date hereof, and (ii) if this Agreement is signed between midnight (New York City time) and 9:00 a.m. (New York City time) on any Trading Day, no later than 9:01 a.m. (New York City time) on the date hereof.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Liens” means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

“Material Adverse Effect” shall have the meaning assigned to such term in Section 3.1(b).

“Per Share Purchase Price” equals \$0.0001 per Share, subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of shares of Common Stock that occur between the date hereof and the Closing Date, provided that the purchase price per Pre-Funded Warrant shall be the Per Share Purchase Price minus \$0.000001.

“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“Pre-Funded Warrant” means, collectively, the Pre-Funded Common Stock purchase warrants delivered to the Purchaser at the Closing in accordance with Section 2.2(a) hereof, which Pre-Funded Warrants shall be exercisable immediately and shall expire when exercised in full, in the form of Schedule B attached hereto.

“Pre-Funded Warrant Shares” means the shares of Common Stock issuable upon exercise of the Pre-Funded Warrants.

“Proceeding” means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition) pending or, to the Company’s knowledge, threatened in writing against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign).

“Purchaser Party” shall have the meaning ascribed to such term in Section 4.8.

“Required Approvals” shall have the meaning ascribed to such term in Section 3.1(e).

“Rule 144” means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“SEC Reports” means all reports, schedules, forms, statements and other documents filed or furnished by the Company under the Securities Act and Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such materials) (including the exhibits thereto and documents incorporated by reference therein).

“Securities” means the Shares, the Pre-funded Warrants and the Pre-funded Warrant Shares.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Shares” means the shares of Common Stock issued or issuable to the Purchaser pursuant to this Agreement.

“Short Sales” means all “short sales” as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include locating and/or borrowing shares of Common Stock).

“Subscription Amount” means, as to the Purchaser, the aggregate amount to be paid for Shares and/ or Pre-funded Warrants purchased hereunder as specified below the Purchaser’s name on the signature page of this Agreement and next to the heading “Subscription Amount,” in United States dollars and in immediately available funds (minus, if applicable, a Purchaser’s aggregate exercise price of the Pre-Funded Warrants, which amounts shall be paid as and when such Pre-Funded Warrants are exercised).

“Subsidiary” means any subsidiary of the Company as set forth on the SEC Reports, and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

“Trading Day” means a day on which the principal Trading Market is open for trading.

“Trading Market” means OTC Bulletin Board (“OTC”) (or any successors to the foregoing).

“Transaction Documents” means this Agreement, the Pre-funded Warrants, and all exhibits and schedules thereto and hereto, and any other documents or agreements executed in connection with the transactions contemplated hereunder.

“Transfer Agent” means Direct Transfer, LLC, and any successor transfer agent of the Company.

1.2 Currency. All references in this Agreement to “\$” shall refer to the currency of the United States of America, unless otherwise specified.

## ARTICLE II. PURCHASE AND SALE

2.1 Closing. On the Closing Date, upon the terms and subject to the conditions set forth herein, the Company agrees to sell, and the Purchaser agrees to purchase, up to an aggregate of approximately \$741 of Shares and Pre-funded Warrants, as applicable, of which the Purchaser had previously paid \$135 to the Company under the Original. The Company shall deliver to the Purchaser its Securities as determined pursuant to Section 2.2(a), and the Company and the Purchaser shall deliver the other items set forth in Section 2.2 deliverable at the Closing. Upon satisfaction of the covenants and conditions set forth in Sections 2.2 and 2.3, the Closing shall occur electronically or in such other manner as the parties shall mutually agree.

The settlement of the Securities purchased by the Purchaser shall be effected by book entry issuance of restricted Shares. **NO LATER THAN SIXTY CALENDAR DAYS AFTER THE EXECUTION OF THIS AGREEMENT BY THE PURCHASER AND THE COMPANY, THE PURCHASER SHALL REMIT BY WIRE TRANSFER THE AMOUNT OF FUNDS EQUAL TO THE AGGREGATE PURCHASE PRICE FOR THE SECURITIES BEING PURCHASED BY THE PURCHASER TO THE ACCOUNT SET FORTH ON SCHEDULE A HERETO.**

**IT IS THE PURCHASER’S RESPONSIBILITY TO MAKE THE NECESSARY WIRE TRANSFER IN A TIMELY MANNER. IF THE PURCHASER DOES NOT DELIVER THE AGGREGATE PURCHASE PRICE FOR THE SECURITIES OR DOES NOT MAKE PROPER ARRANGEMENTS FOR SETTLEMENT IN A TIMELY MANNER, THE SECURITIES MAY NOT BE DELIVERED AT CLOSING TO THE PURCHASER OR THE PURCHASER MAY BE EXCLUDED FROM THE CLOSING ALTOGETHER.**

2.2 Deliveries.

(a) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to the Purchaser the following:

(i) this Agreement duly executed by the Company;

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(ii) the Company shall have provided the Purchaser with the Company’s wire instructions;

(iii) a copy of the irrevocable instructions to the Transfer Agent instructing the Transfer Agent to deliver on an expedited basis restricted Shares equal to the Purchaser’s Subscription Amount divided by the Per Share Purchase Price, registered in the name of the Purchaser;

(iv) for the Purchaser of Pre-Funded Warrants pursuant to Section 2.1, a Pre-Funded Warrant registered in the name of the Purchaser to purchase up to a number of shares of Common Stock equal to the portion of the Purchaser’s Subscription Amount applicable to Pre-Funded Warrant divided by the Per Share Purchase Price minus \$0.000099 with an exercise price equal to \$0.000001, subject to adjustment therein.

(b) On or prior to the Closing Date, the Purchaser shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by the Purchaser; and

(ii) the Purchaser's Subscription Amount with respect to the Securities.

### 2.3 Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Purchaser contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the Purchaser required to be performed at or prior to the Closing Date shall have been performed; and

(iii) the delivery by the Purchaser of the items set forth in Section 2.2(b) of this Agreement.

(b) The obligations of the Purchaser hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Company contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed;

(iii) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement;

(iv) there shall have been no Material Adverse Effect with respect to the Company since the date hereof; and

(v) the Company shall have received any required approvals by the relevant authorities.

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## ARTICLE III. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except as set forth in the SEC Reports, the Company hereby makes the following representations and warranties to the Purchaser:

(a) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents to which it is a party and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other applicable Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's shareholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby

do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, anti-dilution or similar adjustments, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(c) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents to which it is a party, other than: (i) the filings required pursuant to Section 4.4 of this Agreement, (ii) application(s) to the Trading Market for the listing of the Shares and/ or Pre-funded Warrant Shares, once issued, for trading thereon in the time and manner required thereby, and (iii) such filings as are required to be made under applicable state securities laws, and (iv) any reports or filings with certain authorities related hereto, if required (collectively, the "Required Approvals").

(d) Issuance of the Securities. The Securities have been duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company. The Pre-Funded Warrant Shares, when issued in accordance with the terms of the Pre-Funded Warrants, will be validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company. The Company has reserved from its duly authorized share capital the maximum number of shares of Common Stock issuable pursuant to this Agreement and the Pre-Funded Warrants.

(e) Certain Fees. No brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by the Transaction Documents.

(f) Listing and Maintenance Requirements. The shares of Common Stock are registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration.

(g) SEC Registration. The Company is subject to the reporting requirements of Section 13 of the Exchange Act and files periodic reports with the SEC and the Common Stock are registered with the SEC under Section 12(b) of the Exchange Act.

(h) No General Solicitation. Neither the Company nor any Person acting on behalf of the Company has offered or sold any of the Pre-funded Warrant or Pre-funded Warrant Shares by any form of general solicitation or general advertising. The Company has offered the Pre-funded Warrants and the Pre-funded Warrant Shares for sale only to the Purchaser and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

3.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) Organization; Authority. The Purchaser is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents to which it is a party and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the applicable Transaction Documents and performance by the Purchaser of the transactions contemplated by such Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of the Purchaser. Each Transaction Document to which it is a party has been duly executed by the Purchaser, and when delivered by the

Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Understandings or Arrangements. The Purchaser is acquiring the Securities as principal for its own account and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities. The Purchaser understands that the Securities are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring such Securities as principal for his, her or its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting the Purchaser's right to sell such Securities pursuant to a registration statement or otherwise in compliance with applicable federal and state securities laws).

(c) Purchaser Status. At the time the Purchaser was offered the Securities, it was, and as of the date hereof it an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9), (a)(12) or (a)(13) under the Securities Act.

(d) Experience of the Purchaser. The Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. The Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(e) Access to Information. The Purchaser acknowledges that it has had the opportunity to review the Transaction Documents (including all schedules thereto) and the SEC Reports and has been afforded, (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities and the merits and risks of investing in the Securities; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment. The Purchaser acknowledges and agrees that neither the Company nor any Affiliate of the Company has provided the Purchaser with any information or advice with respect to the Securities nor is such information or advice necessary or desired. Neither the Company nor any Affiliate has made or makes any representation as to the Company or the quality of the Securities and the Company and any Affiliate may have acquired non-public information with respect to the Company which the Purchaser agrees need not be provided to it. In connection with the issuance of the Securities to the Purchaser, neither the Company nor any of its Affiliates has acted as a financial advisor or fiduciary to the Purchaser.

(f) Certain Transactions and Confidentiality. Other than consummating the transactions contemplated hereunder, the Purchaser has not, nor has any Person acting on behalf of or pursuant to any understanding with the Purchaser, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that the Purchaser first received details regarding this transaction (written or oral) from the Company or any other Person representing the Company setting forth the material terms of the transactions contemplated hereunder and ending immediately prior to the execution hereof. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of the Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of the Purchaser's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement. Other than to other Persons party to this Agreement or to the Purchaser's representatives, including, without limitation, its officers, directors, partners, legal and other advisors, employees, agents and Affiliates, the Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to locating or borrowing shares in order to effect Short Sales or similar transactions in the future.

(g) General Solicitation. The Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or, to the knowledge of the Purchaser, any other general solicitation or general advertisement.

The Company acknowledges and agrees that the representations contained in this Section 3.2 shall not modify, amend or affect the Purchaser's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby. Notwithstanding the foregoing, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to locating or borrowing shares in order to effect Short Sales or similar transactions in the future.

**ARTICLE IV.**  
**OTHER AGREEMENTS OF THE PARTIES**

**4.1 Transfer Restrictions.**

The Shares and the Pre-funded Warrant Shares, once issued, may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Shares and/ or Pre-funded Warrant Shares other than pursuant to an effective registration statement or Rule 144, to the Company or to an Affiliate of a Purchaser or in connection with a pledge to an accredited investor as contemplated in Section 4.1(b), the Company may require the transferor thereof to provide to

- (a) the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights and obligations of a Purchaser under this Agreement.
  
- (b) The Purchaser agree to the imprinting, so long as is required by this Section 4.1, of a legend on any of the Securities in the following form:

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAS BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

**4.2 Securities Laws Disclosure; Publicity.** The Company shall by the Disclosure Time issue a press release disclosing the material terms of the transactions contemplated hereby.

**4.3 Reservation of Common Stock.** The Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of Common Stock for the purpose of enabling the Company to issue Shares pursuant to this Agreement, and Pre-Funded Warrant Shares pursuant to any exercise of the Pre-Funded Warrants.

**4.4 Listing of Common Stock.** The Company shall notify the OTC of the offering of the Shares or the Pre-funded Warrant Shares, once issued, to the extent required by the rules of the OTC.

**4.5 Certain Transactions and Confidentiality.** The Purchaser covenants that neither it nor any Affiliate acting on its behalf or pursuant to any understanding with it will execute any purchases or sales, including Short Sales of any of the Company's securities during the period commencing with the execution of this Agreement and ending at such time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4. The Purchaser covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company pursuant to the initial press release as described in Section 4.4, the Purchaser will maintain the confidentiality of the existence and terms of this transaction.

4.6 Anti-Dilution. The Company agrees that until it uplists on a national stock exchange, it will protect the Investor from dilution by ensuring that the Investor maintains at least a 2% ownership of the total issued and outstanding shares of Common Stock on a fully diluted basis. If the Company issues additional shares of Common Stock or any securities convertible into or exercisable for Common Stock (other than in connection with an approved employee stock option plan, a merger, or acquisition), it shall issue to the Investor, without additional consideration, additional shares of Common Stock to maintain the Investor's 2% ownership on a fully diluted basis. The Company will promptly notify the Investor of any such issuance and the resulting adjustment to the Investor's ownership percentage.

4.8 Securities Laws Disclosure; Publicity. The Company shall (a) by the Disclosure Time, issue a press release disclosing the material terms of the transactions contemplated hereby, and (b) file a Current Report on Form 8-K, including the Transaction Documents as exhibits thereto, with the Commission within the time required by the Exchange Act. From and after the issuance of such press release, the Company represents to the Purchaser that it shall have publicly disclosed all material, non-public information delivered to the Purchaser by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees, Affiliates or agents, in connection with the transactions contemplated by the Transaction Documents. In addition, effective upon the issuance of such press release, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, employees, Affiliates or agents, on the one hand, and the Purchaser or any of its Affiliates on the other hand, shall terminate and be no further force or effect. The Company understands and confirms that the Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. The Company and the Purchaser shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor the Purchaser shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of the Purchaser, or without the prior consent of the Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of the Purchaser, or include the name of the Purchaser in any filing with the Commission or any regulatory agency or Trading Market, without the prior written consent of the Purchaser, except (a) as required by federal securities law in connection with the filing of final Transaction Documents with the Commission and (b) to the extent such disclosure is required by law or Trading Market regulations, in which case the Company shall provide the Purchaser with prior notice of such disclosure permitted under this clause (b) and reasonably cooperate with the Purchaser regarding such disclosure.

4.9 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, which shall be disclosed pursuant to Section 4.8, the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide the Purchaser or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto the Purchaser shall have consented in writing to the receipt of such information and agreed in writing with the Company to keep such information confidential. The Company understands and confirms that the Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. To the extent that the Company, any of its Subsidiaries, or any of their respective officers, directors, agents, employees or Affiliates delivers any material, non-public information to a Purchaser without the Purchaser's consent, the Company hereby covenants and agrees that the Purchaser shall not have any duty of confidentiality to the Company, any of its Subsidiaries, or any of their respective officers, directors, employees, Affiliates or agents, or a duty to the Company, any of its Subsidiaries or any of their respective officers, directors, employees, Affiliates or agents, not to trade on the basis of, such material, non-public information, provided that the Purchaser shall remain subject to applicable law. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously with the delivery of such notice file such notice with the Commission pursuant to a Current Report on Form 8-K. The Company understands and confirms that the Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.10 Exercise Procedures. The form of Notice of Exercise included in the Pre-Funded Warrants sets forth the totality of the procedures required of the Purchaser in order to exercise the Pre-Funded Warrants. No additional legal opinion, other information or instructions shall be required of the Purchaser to exercise its Pre-Funded Warrants. The Company shall honor exercises of the Pre-Funded Warrants and shall deliver Pre-Funded Warrant Shares in accordance with the terms, conditions and time periods set forth in the Transaction Documents.

**ARTICLE V.**  
**MISCELLANEOUS**

5.1 Termination. This Agreement may be terminated by the Purchaser, as to the Purchaser's obligations hereunder, by written notice to the other parties, if the Closing has not been consummated on or before the fifth (5th) Trading Day following the date hereof; provided, however, that no such termination will affect the right of any party to sue for any breach by any other party (or parties).

5.2 Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company and any exercise notice delivered by a Purchaser), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchaser.

5.3 Entire Agreement. The Transaction Documents, together with the schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the time of transmission, if such notice or communication is delivered via email attachment at the email address as set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the time of transmission, if such notice or communication is delivered via email attachment at the email address as set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the second (2nd) Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall file such notice with the Commission pursuant to a Report on Form 6-K as soon as practicable thereafter.

5.5 Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchaser in the event of an amendment prior to the Closing Date, and subsequent to the Closing date the Purchaser which purchased at least a majority in interest of the Securities based on the initial Subscription Amounts hereunder or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought, provided that if any amendment, modification or waiver disproportionately and adversely impacts the Purchaser, the consent of such the Purchaser shall also be required. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right. Any amendment effected in accordance with this Section 5.5 shall be binding upon the Purchaser and the Company.

5.6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser (other than by merger). The Purchaser may assign any or all of its rights under this Agreement to any Person to whom the Purchaser assigns or transfers any Securities, provided that such transferee agrees in writing to be bound, with respect to the transferred Securities, by the provisions of the Transaction Documents that apply to the "Purchaser."

5.8 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

5.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense

of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such action or proceeding is improper or is an inconvenient venue for such Proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If any party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then, in addition to the obligations of the Company under Section 4.8, the prevailing party in such action or proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

5.10 Survival. The representations and warranties contained herein shall survive the Closing for a period of two (2) years from the Closing.

5.11 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

5.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.13 Reserved.

5.14 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

5.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, the Purchaser and the Company will be entitled to seek specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate. Each party agrees that it shall not have a remedy of punitive or consequential damages against the other and hereby waives any right or claim to punitive or consequential damages it may now have or may arise in the future.

5.16 Payment Set Aside. To the extent that the Company makes a payment or payments to the Purchaser pursuant to any Transaction Document or a Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of

any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

5.17 Reserved.

5.18 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

5.19 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

**5.20 WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

*(Signature Pages Follow)*

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IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

LEVER GLOBAL CORP

Address for Notice:

Level 11, 9255 W Sunset Blvd, West Hollywood, CA 90069

By: \_\_\_\_\_

Name: Trent McKendrick

E-mail: trent@lever.app

Title: Chief Executive Officer

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOR PURCHASER FOLLOWS]

14

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[PURCHASER SIGNATURE PAGES TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: \_\_\_\_\_

Signature of Authorized Signatory of Purchaser: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Email Address of Authorized Signatory: \_\_\_\_\_

Facsimile Number of Authorized Signatory: \_\_\_\_\_

Address for Notice to Purchaser:

Subscription Amount: \$ \_\_\_\_\_

Shares: \_\_\_\_\_

Pre-Funded Warrant Shares: \_\_\_\_\_

EIN Number: \_\_\_\_\_

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**Schedule A**

**Company Wire Instructions**

(See Attached)

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**Schedule B**

**Form of Pre-funded Warrant**

(See Attached)

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## SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this “Agreement”) is dated as of August [ ], 2024 (the “Effective date”), between AI Unlimited Group, Inc., a Delaware corporation (the “Company”), and the purchaser identified on the signature pages hereto (including its successors and assigns, a “Purchaser”).

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to an exemption from the registration requirements of Section 5 of the Securities Act contained in Section 4(a)(2) thereof, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company, up to \$2,000,000 shares of common stock at a per share price of \$0.36, and as more fully described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

### ARTICLE I. DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

“Affiliate” means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

“Board of Directors” means the board of directors of the Company.

“Business Day” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

“Closing” means the closing of the purchase and sale of the Shares pursuant to Section 2.1.

“Closing Date” means the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Purchaser’s obligations to pay the Subscription Amount within 48 hours of the Effective Date, and (ii) the Company’s obligations to deliver the Securities, have been satisfied or waived, but in no event later than the 10th calendar day following the date hereof except as may be extended by the Company.

“Commission” means the United States Securities and Exchange Commission.

“Common Stock” means shares of common stock of the Company, \$0.0001 par value, and any other class of securities into which such securities may hereafter be reclassified or changed.

“Common Stock Equivalents” means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time shares of Common Stock, including, without limitation, any debt, preferred shares, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, shares of Common Stock.

“Disclosure Time” means, (i) if this Agreement is signed on a day that is not a Trading Day or after 9:00 a.m. (New York City time) and before midnight (New York City time) on any Trading Day, 9:01 a.m. (New York City time) on the Trading Day immediately following the date hereof, and (ii) if this Agreement is signed between midnight (New York City time) and 9:00 a.m. (New York City time) on any Trading Day, no later than 9:01 a.m. (New York City time) on the date hereof.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Liens” means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

“Material Adverse Effect” shall have the meaning assigned to such term in Section 3.1(b).

“Per Share Purchase Price” equals \$0.36 per Share, subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of shares of Common Stock that occur between the date hereof and the Closing Date.

“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“Proceeding” means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition) pending or, to the Company’s knowledge, threatened in writing against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign).

“Purchaser Party” shall have the meaning ascribed to such term in Section 4.8.

“Required Approvals” shall have the meaning ascribed to such term in Section 3.1(e).

“Rule 144” means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“SEC Reports” means all reports, schedules, forms, statements and other documents filed or furnished by the Company under the Securities Act and Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such materials) (including the exhibits thereto and documents incorporated by reference therein).

“Securities” means the Shares.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Shares” means the shares of Common Stock issued or issuable to the Purchaser pursuant to this Agreement.

“Short Sales” means all “short sales” as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include locating and/or borrowing shares of Common Stock).

“Subscription Amount” means, as to the Purchaser, the aggregate amount to be paid for Shares purchased hereunder as specified below the Purchaser’s name on the signature page of this Agreement and next to the heading “Subscription Amount,” in United States dollars and payable within 48 hours of the Effective Date.

“Subsidiary” means any subsidiary of the Company as set forth on the SEC Reports, and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

“Trading Day” means a day on which the principal Trading Market is open for trading.

“Trading Market” means OTC Bulletin Board (“OTC”) (or any successors to the foregoing).

“Transaction Documents” means this Agreement and all exhibits and schedules thereto and hereto, and any other documents or agreements executed in connection with the transactions contemplated hereunder.

“Transfer Agent” means Vstock Transfer, LLC, and any successor transfer agent of the Company.

1.2 Currency. All references in this Agreement to “\$” shall refer to the currency of the United States of America, unless otherwise specified.

## ARTICLE II. PURCHASE AND SALE

2.1 Closing. On the Closing Date, upon the terms and subject to the conditions set forth herein, the Company agrees to sell, and the Purchaser agrees to purchase the aggregate number of shares as specified below the Purchaser’s name on the signature page of this Agreement. The Company shall deliver to the Purchaser its Securities as determined pursuant to Section 2.2(a), and the Company and the Purchaser shall deliver the other items set forth in Section 2.2 deliverable at the Closing. Upon satisfaction of the covenants and conditions set forth in Sections 2.2 and 2.3, the Closing shall occur electronically or in such other manner as the parties shall mutually agree.

The settlement of the Securities purchased by the Purchaser shall be effected by book entry issuance of restricted Shares. **NO LATER THAN TEN CALENDAR DAYS AFTER THE EXECUTION OF THIS AGREEMENT BY THE PURCHASER AND THE COMPANY, THE PURCHASER SHALL REMIT BY WIRE TRANSFER THE AMOUNT OF FUNDS EQUAL TO THE AGGREGATE PURCHASE PRICE FOR THE SECURITIES BEING PURCHASED BY THE PURCHASER TO THE ACCOUNT SET FORTH ON SCHEDULE A HERETO.**

**IT IS THE PURCHASER’S RESPONSIBILITY TO MAKE THE NECESSARY WIRE TRANSFER IN A TIMELY MANNER. IF THE PURCHASER DOES NOT DELIVER THE AGGREGATE PURCHASE PRICE FOR THE SECURITIES OR DOES NOT MAKE PROPER ARRANGEMENTS FOR SETTLEMENT IN A TIMELY MANNER, THE SECURITIES MAY NOT BE DELIVERED AT CLOSING TO THE PURCHASER OR THE PURCHASER MAY BE EXCLUDED FROM THE CLOSING ALTOGETHER.**

2.2 Deliveries.

(a) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to the Purchaser the following:

(i) this Agreement duly executed by the Company;

(ii) the Company shall have provided the Purchaser with the Company’s wire instructions;

(iii) a copy of the irrevocable instructions to the Transfer Agent instructing the Transfer Agent to deliver on an expedited basis restricted Shares equal to the Purchaser’s Subscription Amount divided by the Per Share Purchase Price, registered in the name of the Purchaser;

(iv) Reserved.

(b) On or prior to the Effective Date, the Purchaser shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by the Purchaser; and

(ii) the Purchaser’s Subscription Amount with respect to the Securities.

2.3 Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Purchaser contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the Purchaser required to be performed at or prior to the Closing Date shall have been performed; and

(iii) the delivery by the Purchaser of the items set forth in Section 2.2(b) of this Agreement.

(b) The obligations of the Purchaser hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Company contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed;

(iii) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement;

(iv) there shall have been no Material Adverse Effect with respect to the Company since the date hereof; and

(v) the Company shall have received any required approvals by the relevant authorities.

### ARTICLE III. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except as set forth in the SEC Reports, the Company hereby makes the following representations and warranties to the Purchaser:

(a) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents to which it is a party and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other applicable Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's shareholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

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(b) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, anti-dilution or similar adjustments, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(c) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents to which it is a party, other than: (i) the filings required pursuant to Section 4.4 of this Agreement, (ii) application(s) to the Trading Market for the listing of the

Shares, once issued, for trading thereon in the time and manner required thereby, and (iii) such filings as are required to be made under applicable state securities laws, and (iv) any reports or filings with certain authorities related hereto, if required (collectively, the “Required Approvals”).

(d) Issuance of the Securities. The Securities have been duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company. The Company has reserved from its duly authorized share capital the maximum number of shares of Common Stock issuable pursuant to this Agreement.

(e) Certain Fees. No brokerage or finder’s fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by the Transaction Documents.

(f) Listing and Maintenance Requirements. The shares of Common Stock are registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration.

(g) SEC Registration. The Company is subject to the reporting requirements of Section 13 of the Exchange Act and files periodic reports with the SEC and the Common Stock are registered with the SEC under Section 12(b) of the Exchange Act.

(h) No General Solicitation. Neither the Company nor any Person acting on behalf of the Company has offered or sold the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchaser and certain other “accredited investors” within the meaning of Rule 501 under the Securities Act.

3.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) Organization; Authority. The Purchaser is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents to which it is a party and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the applicable Transaction Documents and performance by the Purchaser of the transactions contemplated by such Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of the Purchaser. Each Transaction Document to which it is a party has been duly executed by the Purchaser, and when delivered by the Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors’ rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Understandings or Arrangements. The Purchaser is acquiring the Securities as principal for its own account and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities. The Purchaser understands that the Securities are “restricted securities” and have not been registered under the Securities Act or any applicable state securities law and is acquiring such Securities as principal for his, her or its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting the Purchaser’s right to sell such Securities pursuant to a registration statement or otherwise in compliance with applicable federal and state securities laws).

(c) Purchaser Status. At the time the Purchaser was offered the Securities, it was, and as of the date hereof it an “accredited investor” as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9), (a)(12) or (a)(13) under the Securities Act.

(d) Experience of the Purchaser. The Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. The Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(e) Access to Information. The Purchaser acknowledges that it has had the opportunity to review the Transaction Documents (including all schedules thereto) and the SEC Reports and has been afforded, (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities and the merits and risks of investing in the Securities; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment. The Purchaser acknowledges and agrees that neither the Company nor any Affiliate of the Company has provided the Purchaser with any information or advice with respect to the Securities nor is such information or advice necessary or desired. Neither the Company nor any Affiliate has made or makes any representation as to the Company or the quality of the Securities and the Company and any Affiliate may have acquired non-public information with respect to the Company which the Purchaser agrees need not be provided to it. In connection with the issuance of the Securities to the Purchaser, neither the Company nor any of its Affiliates has acted as a financial advisor or fiduciary to the Purchaser.

(f) Certain Transactions and Confidentiality. Other than consummating the transactions contemplated hereunder, the Purchaser has not, nor has any Person acting on behalf of or pursuant to any understanding with the Purchaser, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that the Purchaser first received details regarding this transaction (written or oral) from the Company or any other Person representing the Company setting forth the material terms of the transactions contemplated hereunder and ending immediately prior to the execution hereof. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of the Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of the Purchaser's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement. Other than to other Persons party to this Agreement or to the Purchaser's representatives, including, without limitation, its officers, directors, partners, legal and other advisors, employees, agents and Affiliates, the Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to locating or borrowing shares in order to effect Short Sales or similar transactions in the future.

(g) General Solicitation. The Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or, to the knowledge of the Purchaser, any other general solicitation or general advertisement.

The Company acknowledges and agrees that the representations contained in this Section 3.2 shall not modify, amend or affect the Purchaser's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby. Notwithstanding the foregoing, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to locating or borrowing shares in order to effect Short Sales or similar transactions in the future.

## ARTICLE IV. OTHER AGREEMENTS OF THE PARTIES

### 4.1 Transfer Restrictions.

The Shares, once issued, may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Shares other than pursuant to an effective registration statement or Rule 144, to the Company or to an

- (a) Affiliate of a Purchaser or in connection with a pledge to an accredited investor as contemplated in Section 4.1(b), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the

Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights and obligations of a Purchaser under this Agreement.

- (b) The Purchaser agree to the imprinting, so long as is required by this Section 4.1, of a legend on any of the Securities in the following form:

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAS BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

4.2 Securities Laws Disclosure; Publicity. The Company shall by the Disclosure Time issue a press release disclosing the material terms of the transactions contemplated hereby.

4.3 Reservation of Common Stock. The Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of Common Stock for the purpose of enabling the Company to issue Shares pursuant to this Agreement.

4.4 Listing of Common Stock. The Company shall notify the OTC of the offering of the Shares, once issued, to the extent required by the rules of the OTC.

4.5 Certain Transactions and Confidentiality. The Purchaser covenants that neither it nor any Affiliate acting on its behalf or pursuant to any understanding with it will execute any purchases or sales, including Short Sales of any of the Company's securities during the period commencing with the execution of this Agreement and ending at such time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4. The Purchaser covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company pursuant to the initial press release as described in Section 4.4, the Purchaser will maintain the confidentiality of the existence and terms of this transaction.

4.6 Reserved.

4.8 Securities Laws Disclosure; Publicity. The Company shall (a) by the Disclosure Time, issue a press release disclosing the material terms of the transactions contemplated hereby, and (b) file a Current Report on Form 8-K, including the Transaction Documents as exhibits thereto, with the Commission within the time required by the Exchange Act. From and after the issuance of such press release, the Company represents to the Purchaser that it shall have publicly disclosed all material, non-public information delivered to the Purchaser by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees, Affiliates or agents, in connection with the transactions contemplated by the Transaction Documents. In addition, effective upon the issuance of such press release, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, employees, Affiliates or agents, on the one hand, and the Purchaser or any of its Affiliates on the other hand, shall terminate and be no further force or effect. The Company understands and confirms that the Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. The Company and the Purchaser shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor the Purchaser shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of the Purchaser, or without the prior consent of the Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of the Purchaser, or include the name of the Purchaser in any filing with the Commission or any regulatory agency or Trading Market, without the prior written consent

of the Purchaser, except (a) as required by federal securities law in connection with the filing of final Transaction Documents with the Commission and (b) to the extent such disclosure is required by law or Trading Market regulations, in which case the Company shall provide the Purchaser with prior notice of such disclosure permitted under this clause (b) and reasonably cooperate with the Purchaser regarding such disclosure.

4.9 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, which shall be disclosed pursuant to Section 4.8, the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide the Purchaser or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto the Purchaser shall have consented in writing to the receipt of such information and agreed in writing with the Company to keep such information confidential. The Company understands and confirms that the Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. To the extent that the Company, any of its Subsidiaries, or any of their respective officers, directors, agents, employees or Affiliates delivers any material, non-public information to a Purchaser without the Purchaser's consent, the Company hereby covenants and agrees that the Purchaser shall not have any duty of confidentiality to the Company, any of its Subsidiaries, or any of their respective officers, directors, employees, Affiliates or agents, or a duty to the Company, any of its Subsidiaries or any of their respective officers, directors, employees, Affiliates or agents, not to trade on the basis of, such material, non-public information, provided that the Purchaser shall remain subject to applicable law. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously with the delivery of such notice file such notice with the Commission pursuant to a Current Report on Form 8-K. The Company understands and confirms that the Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.10 Reserved.

## ARTICLE V. MISCELLANEOUS

5.1 Termination. This Agreement may be terminated by the Purchaser, as to the Purchaser's obligations hereunder, by written notice to the other parties, if the Closing has not been consummated on or before the fifth (5th) Trading Day following the date hereof; provided, however, that no such termination will affect the right of any party to sue for any breach by any other party (or parties).

5.2 Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company and any exercise notice delivered by a Purchaser), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchaser.

5.3 Entire Agreement. The Transaction Documents, together with the schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the time of transmission, if such notice or communication is delivered via email attachment at the email address as set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the time of transmission, if such notice or communication is delivered via email attachment at the email address as set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the second (2nd) Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall file such notice with the Commission pursuant to a Report on Form 6-K as soon as practicable thereafter.

5.5 Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchaser in the event of an amendment prior to the Closing Date, and subsequent to the Closing date the Purchaser which purchased at least a majority in interest of the Securities based on the

initial Subscription Amounts hereunder or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought, provided that if any amendment, modification or waiver disproportionately and adversely impacts the Purchaser, the consent of such the Purchaser shall also be required. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right. Any amendment effected in accordance with this Section 5.5 shall be binding upon the Purchaser and the Company.

5.6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser (other than by merger). The Purchaser may assign any or all of its rights under this Agreement to any Person to whom the Purchaser assigns or transfers any Securities, provided that such transferee agrees in writing to be bound, with respect to the transferred Securities, by the provisions of the Transaction Documents that apply to the “Purchaser.”

5.8 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

5.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such action or proceeding is improper or is an inconvenient venue for such Proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If any party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then, in addition to the obligations of the Company under Section 4.8, the prevailing party in such action or proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys’ fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

5.10 Survival. The representations and warranties contained herein shall survive the Closing for a period of two (2) years from the Closing.

5.11 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

5.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the

remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.13 Reserved.

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5.14 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

5.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, the Purchaser and the Company will be entitled to seek specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate. Each party agrees that it shall not have a remedy of punitive or consequential damages against the other and hereby waives any right or claim to punitive or consequential damages it may now have or may arise in the future.

5.16 Payment Set Aside. To the extent that the Company makes a payment or payments to the Purchaser pursuant to any Transaction Document or a Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

5.17 Reserved.

5.18 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

5.19 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

**5.20 WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

*(Signature Pages Follow)*

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IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

AI UNLIMITED GROUP, INC.

Address for Notice:

By: \_\_\_\_\_

Level 11, 9255 W Sunset Blvd, West Hollywood, CA 90069

Name: Trent McKendrick  
Title: Chief Executive Officer

E-mail: trent@lever.app

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOR PURCHASER FOLLOWS]

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[PURCHASER SIGNATURE PAGES TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: \_\_\_\_\_

*Signature of Authorized Signatory of Purchaser:* \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Email Address of Authorized Signatory: \_\_\_\_\_

Facsimile Number of Authorized Signatory: \_\_\_\_\_

Address for Notice to Purchaser: \_\_\_\_\_

Subscription Amount: \$ \_\_\_\_\_

Shares: \_\_\_\_\_

EIN Number: \_\_\_\_\_

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**Schedule A**

**Company Wire Instructions**

(See Attached)

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## CERTIFICATION

I, Trent McKendrick, certify that:

1. I have reviewed this report on Form 10-Q of AI UNLIMITED GROUP, INC. (“Registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the condensed consolidated financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of condensed consolidated financial statements for external purposes with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report is any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting;
5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

*/s/ Trent McKendrick*

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Trent McKendrick  
President (Principal Executive Officer)

December 3, 2024

## CERTIFICATION

I, Trent McKendrick, certify that:

1. I have reviewed this report on Form 10-Q of AI UNLIMITED GROUP, INC. (“Registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the condensed consolidated financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of condensed consolidated financial statements for external purposes with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report is any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting;
5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

*/s/ Trent McKendrick*

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Trent McKendrick, Chief Financial Officer  
(Principal Accounting Officer)

December 3, 2024

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the report of AI UNLIMITED GROUP, INC. (the “Company”) on Form 10-Q for the period ending September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned, in the capacities and on the dates indicated below, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

*/s/ Trent McKendrick*

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Trent McKendrick  
President (Principal Executive Officer)

*/s/ Trent McKendrick*

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Trent McKendrick  
Chief Financial Officer (Principal Accounting Officer)

December 3, 2024

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Cover - \$ / shares

9 Months Ended  
Sep. 30, 2024

Nov. 23, 2024

Cover [Abstract]

<u>Document Type</u>	10-Q	
<u>Amendment Flag</u>	false	
<u>Document Quarterly Report</u>	true	
<u>Document Transition Report</u>	false	
<u>Document Period End Date</u>	Sep. 30, 2024	
<u>Document Fiscal Period Focus</u>	Q3	
<u>Document Fiscal Year Focus</u>	2024	
<u>Current Fiscal Year End Date</u>	--12-31	
<u>Entity File Number</u>	000-56573	
<u>Entity Registrant Name</u>	AI UNLIMITED GROUP, INC.	
<u>Entity Central Index Key</u>	0001932244	
<u>Entity Tax Identification Number</u>	88-1455444	
<u>Entity Incorporation, State or Country Code</u>	DE	
<u>Entity Address, Address Line One</u>	Level 11	
<u>Entity Address, Address Line Two</u>	9255 W Sunset Blvd	
<u>Entity Address, City or Town</u>	West Hollywood	
<u>Entity Address, State or Province</u>	CA	
<u>Entity Address, Postal Zip Code</u>	90069	
<u>City Area Code</u>	(800)	
<u>Local Phone Number</u>	309-5983	
<u>Title of 12(b) Security</u>	Common Stock, par value \$0.0001	
<u>Trading Symbol</u>	AIUG	
<u>Entity Current Reporting Status</u>	Yes	
<u>Entity Interactive Data Current</u>	Yes	
<u>Entity Filer Category</u>	Non-accelerated Filer	
<u>Entity Small Business</u>	true	
<u>Entity Emerging Growth Company</u>	true	
<u>Elected Not To Use the Extended Transition Period</u>	false	
<u>Entity Shell Company</u>	false	
<u>Entity Common Stock, Shares Outstanding</u>		314,225,225
<u>Entity Listing, Par Value Per Share</u>	\$ 0.0001	

**Consolidated Balance Sheets**  
- USD (\$)

	Sep. 30, 2024	Dec. 31, 2023
<b><u>Current assets:</u></b>		
<u>Cash</u>	\$ 510,797	\$ 11,012
<u>Other Receivables</u>	88,278	
<u>Financial Receivables</u>	380,699	
<u>Prepaid Assets</u>	2,493	
<u>Total Current assets</u>	982,267	11,012
<u>Tangible Assets</u>	404,780	514,666
<u>Intangible Assets</u>	988,984	1,035,912
<u>Purchased Debt</u>	25,705	
<u>Total assets</u>	2,401,736	1,561,590
<b><u>Current liabilities:</u></b>		
<u>Accounts payable</u>	56,502	255,681
<u>Stock issuable liability</u>		50,000
<u>Interest Payables</u>		2,823
<u>Other Liabilities</u>		
<u>Total Current liabilities</u>	359,362	621,909
<u>Total liabilities</u>	359,362	621,909
<u>Commitments and Contingencies (Note 9)</u>		
<b><u>Stockholders' Equity :</u></b>		
<u>Preferred stock, par value \$0.0001, 50,000,000 shares authorized, 5,000,000 issued and outstanding, as of September 30, 2024 and December 31, 2023</u>	500	500
<u>Common stock, par value \$0.0001, 500,000,000 shares authorized; 313,319,980 and 67,617,138 shares issued and outstanding, as of September 30, 2024 and December 31, 2023</u>	31,332	6,758
<u>Additional paid-in capital</u>	11,168,309	5,840,474
<u>Accumulated deficit</u>	(9,157,767)	(4,908,051)
<u>Total stockholders' equity</u>	2,042,374	939,681
<u>Total liabilities and stockholders' equity</u>	2,401,736	1,561,590
<u>Related Party [Member]</u>		
<b><u>Current liabilities:</u></b>		
<u>Loan</u>	302,860	313,405
<u>Shareholders [Member]</u>		
<b><u>Current liabilities:</u></b>		
<u>Loan</u>		

**Consolidated Balance Sheets  
(Parenthetical) - \$ / shares**

**Sep. 30, 2024 Dec. 31, 2023**

**Statement of Financial Position [Abstract]**

<u>Preferred stock, par value</u>	\$ 0.0001	\$ 0.0001
<u>Preferred stock, shares authorized</u>	50,000,000	50,000,000
<u>Preferred stock, shares issued</u>	5,000,000	5,000,000
<u>Preferred stock, shares outstanding</u>	5,000,000	5,000,000
<u>Common stock, par value</u>	\$ 0.0001	\$ 0.0001
<u>Common stock, shares authorized</u>	500,000,000	500,000,000
<u>Common stock, shares issued</u>	313,319,980	67,617,138
<u>Common stock, shares outstanding</u>	313,319,980	67,617,138

Consolidated Statements of Operations (Unaudited) - USD (\$)	3 Months Ended		9 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023
<b>Revenues</b>				
<u>Total revenue</u>			\$ 101	
<b>Cost of sales</b>				
<u>Total cost of sales</u>	275,329	43,137	615,045	129,410
<u>Gross Profit</u>	(275,329)	(43,137)	(614,944)	(129,410)
<b>Operating expenses:</b>				
<u>General and administrative</u>	564,657	363,039	1,183,160	997,225
<u>Sales and marketing</u>	9,929	164,245	17,116	211,410
<u>Total operating expenses</u>	574,586	527,284	1,200,276	1,208,635
<u>Operating income (loss)</u>	(849,915)	(570,421)	(1,815,220)	(1,338,045)
<b>Other income (expense):</b>				
<u>Other interest income (expense)</u>	(22,627)	(29,850)	(28,984)	(57,501)
<u>Other income (expense)</u>	(1,215,883)	(631,220)	(1,215,883)	(631,220)
<u>Total other expense</u>	(1,238,510)	(661,070)	(1,244,867)	(688,721)
<u>Income (loss) before provision for income taxes</u>	(2,088,425)	(1,231,491)	(3,060,087)	(2,026,766)
<u>Provision (benefit) for income taxes</u>				
<u>Net income (loss )</u>	\$ (2,088,425)	\$ (1,231,491)	\$ (3,060,087)	\$ (2,026,766)
<u>Net income (loss) per common share, basic</u>	\$ (0.01)	\$ (0.02)	\$ (0.01)	\$ (0.03)
<u>Net income (loss) per common share, diluted</u>	\$ (0.01)	\$ (0.02)	\$ (0.01)	\$ (0.03)
<u>Weighted average number of common shares outstanding, basic</u>	313,319,980	63,713,353	313,319,980	63,678,466
<u>Weighted average number of common shares outstanding, diluted</u>	313,319,980	63,713,353	313,319,980	63,678,466
<u>Portfolio Revenue [Member]</u>				
<b>Revenues</b>				
<u>Total revenue</u>			101	
<u>Subscription and Circulation [Member]</u>				
<b>Revenues</b>				
<u>Total revenue</u>			101	
<u>Technology And Software [Member]</u>				
<b>Cost of sales</b>				
<u>Total cost of sales</u>	\$ 275,329	\$ 43,137	\$ 615,045	\$ 129,410

<b>Consolidated Statement of Stockholders' Equity - USD (\$)</b>	<b>Preferred Stock [Member]</b>	<b>Common Stock [Member]</b>	<b>Additional Paid- in Capital [Member]</b>	<b>Retained Earnings [Member]</b>	<b>Total</b>
<a href="#">Balance at Jun. 30, 2023</a>	\$ 500	\$ 6,366	\$ 3,682,950	\$ (2,727,469)	\$ 962,347
<a href="#">Balance, shares at Jun. 30, 2023</a>	5,000,000	63,660,926			
<a href="#">Shares Issued for Note Conversion</a>		\$ 239	1,788,830		1,789,069
<a href="#">Shares Issued for Note Conversion, shares</a>		2,385,424			
<a href="#">Net Loss</a>				(1,231,491)	(1,231,491)
<a href="#">Balance at Sep. 30, 2023</a>	\$ 500	\$ 6,605	5,471,780	(3,958,960)	1,519,925
<a href="#">Balance, shares at Sep. 30, 2023</a>	5,000,000	66,046,350			
<a href="#">Balance at Dec. 31, 2023</a>					939,681
<a href="#">Net Loss</a>					(3,060,087)
<a href="#">Balance at Sep. 30, 2024</a>	\$ 500	\$ 31,332	11,168,309	(9,157,767)	2,042,374
<a href="#">Balance, shares at Sep. 30, 2024</a>	5,000,000	313,319,980			
<a href="#">Balance at Jun. 30, 2024</a>	\$ 500	\$ 28,765	7,446,953	(7,069,342)	406,876
<a href="#">Balance, shares at Jun. 30, 2024</a>	5,000,000	67,650,000			
<a href="#">Shares Issued for Note Conversion</a>		\$ 270	2,025,224		2,025,494
<a href="#">Shares Issued for Note Conversion, shares</a>		2,700,299			
<a href="#">Net Loss</a>				(2,088,425)	(2,088,425)
<a href="#">Shares issued for note conversion of \$515,750 at conversion price of par value</a>			515,750		515,750
<a href="#">Shares issued for note conversion of \$182,669 at conversion price of par value</a>			182,699		182,699
<a href="#">Shares issued for \$999,980 at price of \$0.36 per share</a>		\$ 2,297	997,683		999,980
<a href="#">Shares issued for \$999,980 at price of \$0.36 per share, shares</a>		310,619,681			
<a href="#">Balance at Sep. 30, 2024</a>	\$ 500	\$ 31,332	\$ 11,168,309	\$ (9,157,767)	\$ 2,042,374
<a href="#">Balance, shares at Sep. 30, 2024</a>	5,000,000	313,319,980			

<p><b>Consolidated Statement of Stockholders' Equity (Parenthetical)</b></p>	<p><b>3 Months Ended Sep. 30, 2024 USD (\$) \$ / shares</b></p>
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**Short-Term Debt [Line Items]**

Price per share | \$ / shares                      \$ 0.75

Conversion Price [Member]

**Short-Term Debt [Line Items]**

Conversion price per share                      \$ 795,000

Share price | \$ / shares                              \$ 0.36

Conversion Price One [Member]

**Short-Term Debt [Line Items]**

Conversion price per share                      \$ 515,750

Conversion Price Two [Member]

**Short-Term Debt [Line Items]**

Conversion price per share                      182,669

Conversion Price Three [Member]

**Short-Term Debt [Line Items]**

Conversion price per share                      \$ 999,980

Consolidated Statements of Cash Flows - USD (\$)	3 Months Ended		9 Months Ended		12 Months Ended
	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023
<b><u>Statement of Cash Flows [Abstract]</u></b>					
<u>Net loss</u>	\$ (2,088,425)	\$ (1,231,491)	\$ (3,060,087)	\$ (2,026,766)	
<b><u>Adjustments to reconcile net loss to net cash used in operating activities:</u></b>					
<u>Software amortization</u>			134,839		
<u>Common stock issued for services</u>			50,000		
<u>Contributed tangible software</u>			518,853		
<b><u>Change in assets and liabilities:</u></b>					
<u>Stock payable for services</u>			(50,000)	129,410	
<u>Accounts payable</u>			(199,179)	146,351	
<u>Financial Receivables</u>			(380,699)		
<u>Other Liabilities</u>					
<u>Other Receivables</u>			(179,298)	148,436	
<u>Interest Payables</u>			(2,823)	(740)	
<u>Net cash provided by (used in) operating activities</u>			(3,168,394)	(1,603,309)	
<b><u>Investing Activities:</u></b>					
<u>Capitalized software</u>			(19,469)	(199,387)	
<u>Net cash used in investing activities</u>			(19,469)	(199,387)	
<b><u>Financing Activities:</u></b>					
<u>Common stock adjustment, issued (canceled)</u>			999,954		
<u>Discount on note conversion</u>			1,198,677	630,819	
<u>Purchased Debt</u>			(25,705)		
<u>Convertible note settled</u>			1,525,267	1,158,250	
<u>Loan From Shareholders</u>					
<u>Proceeds from related party loan</u>			(10,545)	(233,600)	
<u>Net cash provided by (used in) financing activities</u>			3,687,648	1,555,469	
<u>Net decrease in cash</u>			499,785	(247,227)	
<u>Cash at beginning of the period</u>			11,012	315,788	\$ 315,788
<u>Cash at end of the period</u>	\$ 510,797	\$ 68,561	510,797	68,561	\$ 11,012
<u>Cash paid for income taxes</u>					
<u>Cash paid for interest</u>					
<b><u>Non - cash investing and financing activities:</u></b>					
<u>Common stock issued for note conversion</u>			\$ 2,700,299	\$ 1,789,069	

## BUSINESS DESCRIPTION AND NATURE OF OPERATIONS

9 Months Ended

Sep. 30, 2024

### Accounting Policies

### [Abstract]

### BUSINESS DESCRIPTION AND NATURE OF OPERATIONS

#### NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS

**AI Unlimited Group, Inc. (the “Company,” “we,” “our,” or “us”)** was incorporated in Delaware on March 24, 2022, initially as Lever Global Corporation, and rebranded as AI Unlimited Group, Inc. on July 19, 2024. We are a fintech-driven consumer liabilities and debt management company, with a mission to empower subscribers to achieve financial independence by managing all liabilities and debt obligations in a single, integrated platform.

Our core offering, the **Lever App** (the “App”), was soft-launched on the iOS App Store in Q3 of fiscal 2022. Lever currently enables users to analyze their student loans and explore qualifying U.S. Department of Education programs for loan relief and enrollment. Subscribers can digitally enroll in these programs, uploading or self-declaring financial information through the App. Once accepted, users can manage their certifications annually for a monthly subscription fee. Lever also offers a “round-up” feature, allowing users to make additional principal payments through small, per-transaction contributions, thereby reducing interest and the loan term.

To enhance Lever’s functionality, we intend to introduce capabilities for subscribers to directly negotiate and refinance credit card and auto loans within the App, connecting with major financial institutions via API. This expansion is part of our 2025 roadmap, in line with our plan to launch on both the App Store and Play Store in fiscal 2024. The goal is to make Lever a comprehensive AI-powered solution that addresses a wide array of consumer debt needs. Following recent legislative changes ending the student loan payment pause, we anticipate significant engagement as we resume subscriptions in Q2 of fiscal 2025.

In addition to Lever, AI Unlimited Group has strategically acquired three other AI-driven platforms, each complementing our broader mission to create a seamless financial and lifestyle ecosystem:

- Nest Egg Investments LLC (“Nest Egg”): Nest Egg is an AI-powered investment platform that simplifies stock market investing for U.S. and global markets. Utilizing advanced AI, Nest Egg provides personalized investment advice and automated trade options, catering to the growing demand for user-friendly, digital-first investment solutions. Nest Egg is preparing to ramp up its market outreach and introduce additional AI-driven insights, making wealth management accessible and intuitive for all users.

- Resolve Debt, LLC (“Resolve Debt”): Resolve Debt provides AI-enhanced debt collection and accounts receivable automation solutions, offering an advanced, efficient approach to debt recovery. The platform uses predictive analytics and AI-powered communication tools to improve collections outcomes while focusing on customer experience. Resolve Debt is in advanced negotiations with several potential partners and will be ramping up operations to broaden its client base among financial institutions and debt collection agencies. This expansion will position Resolve Debt as a leader in scalable, customer-centric debt solutions that optimize cash flow and operational efficiency for B2B clients.

- Travl, LLC (“Travl.App”): Travl.App is an AI-powered travel planning, savings, and booking platform designed to provide a seamless, end-to-end travel experience. Scheduled for a full launch by the end of fiscal 2024, Travl.App will offer features such as AI-driven itinerary planning, flexible payment options, and personalized travel recommendations. A standout addition is the forthcoming “AI Travel Agent” feature, a virtual assistant that guides users through planning, booking, and managing their trips.

Travl.App will be ramping up its operations as it prepares to enter the market as the premier AI-driven travel solution, offering users comprehensive support from planning to execution.

The Company filed a Form 8-A12G on July 25, 2023, to register its securities under Section 12(g) of the Securities Exchange Act of 1934. This registration underscores our commitment to promoting transparency and enabling investors to make well-informed decisions. By adhering to the regulatory requirements set forth by the SEC, we aim to build trust within the investment community as we progress towards our strategic milestones. This step marks a significant move for AI Unlimited Group, as it elevates our visibility among institutional and retail investors alike and aligns with our long-term vision of growth and market presence.

As a development-stage entity, AI Unlimited Group remains focused on establishing and enhancing our core product offerings, particularly the Lever App is designed to revolutionize debt management for consumers by providing an AI-powered platform that simplifies and streamlines the process of managing various liabilities, including student loans. In alignment with the resumption of student loan payments, Lever's unique value proposition and advanced features are expected to drive strong user adoption, positioning it as a go-to resource for borrowers navigating complex repayment scenarios.

Looking ahead, our objective is to establish AI Unlimited Group as a comprehensive, AI-powered ecosystem that addresses a wide range of consumer financial and lifestyle needs. Through strategic acquisitions like Nest Egg, Resolve Debt, and Travl.App, we are creating a cohesive suite of applications that spans debt management, investment, and travel. Each platform is integrated with state-of-the-art AI technologies, enabling us to deliver a unified, personalized experience across multiple sectors. This holistic approach reflects our commitment to meeting the evolving expectations of modern consumers in a digital-first world.

AI Unlimited Group is positioned to capitalize on emerging opportunities in AI and fintech. Our vision is to provide seamless, data-driven solutions that empower users to manage their finances, travel, and investments with confidence, backed by a company that prioritizes innovation, transparency, and responsible AI deployment. Through our continued growth, we aim to be at the forefront of transforming the digital financial landscape, setting new standards for convenience, efficiency, and customer satisfaction.

#### **NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS (continued)**

The Company leverages cutting-edge artificial intelligence technology to deliver streamlined financial solutions through an integrated ecosystem of innovative apps. The Company's current suite of products includes the Lever App, Nest Egg, Travl.App, and Resolve, each of which addresses unique customer needs in debt management, investment, travel planning, and accounts receivable, respectively. Together, these applications form a comprehensive, AI-driven platform aimed at simplifying and optimizing financial decisions, supporting both consumers and businesses. Our strategic approach includes sharing talent and resources across subsidiaries to drive expanded innovation in AI, allowing for cross-collaboration and knowledge transfer among top developers, data scientists, and financial technology experts.

#### **Lever App: Empowering Debt Management and Financial Independence**

The **Lever App** is designed to assist subscribers with managing and resolving liabilities such as student loans, credit cards, and other consumer debts. By providing ongoing education and personalized recommendations, the app enables users to make well-informed choices about loan refinancing, enrollments, and payments. The app's features include federal loan program prequalification and enrollment, access to credit scores, and other capabilities that facilitate comprehensive debt management. Initially focused on student debt holders in the United States, the Lever App is particularly advantageous for those seeking to navigate complex loan repayment

options without the hassle of traditional servicers. With direct connections to the Department of Education via APIs, the app can provide optimal loan terms, allowing users to save time and money while maintaining control over their finances.

#### **Core Features:**

- **Budget and Spending Insights:** Personalized guidelines for managing liabilities in alignment with the user's financial goals.
- **Flexible Payment Strategies:** Payment round-ups and additional repayment recommendations to help reduce interest over time.
- **Student Aid Matching:** Instant access to Student Aid and other federal programs through a simplified, four-step enrollment process.
- **Credit Score Tracking:** Integrated credit monitoring using open banking protocols.

#### **Nest Egg: Simplified Investment Strategies and Personalized Financial Growth**

**Nest Egg** is an AI-powered investment platform focused on helping users grow their wealth through accessible, future-focused tools for the U.S. and global stock markets. Nest Egg simplifies investment decision-making by offering tailored strategies that align with individual financial goals, automating the planning and execution of stock market investments. Through advanced AI algorithms, Nest Egg provides personalized investment advice, making it ideal for users seeking an efficient, digital-first approach to portfolio management. The app enables users to automate trades, set customized alerts, and receive real-time insights based on market trends and behavioral analysis.

#### **Core Features:**

- **Automated Trading:** AI-powered recommendations for seamless portfolio management.
- **Personalized Investment Advice:** Tailored strategies based on market data, user preferences, and risk tolerance.
- **Real-Time Market Insights:** Updates and predictions that guide investment decisions.

#### **Travl.App: Comprehensive AI-Powered Travel Planning and Management**

**Travl.App** revolutionizes travel by providing an AI-enhanced platform that simplifies planning, budgeting, booking, and itinerary management. With features designed to handle all aspects of the travel experience, Travl.App is the first of its kind to integrate AI across planning, saving, and booking functionalities. Travl.App enables users to explore destinations, book flights and accommodations, and save funds specifically for travel purposes. A forthcoming AI-powered "Travel Agent" will offer a concierge-like experience, providing users with intelligent, personalized recommendations and real-time adjustments to their itineraries. The app's robust digital wallet and budget management tools also allow users to manage their travel finances with ease, making dream vacations more achievable.

#### **Core Features:**

- **AI Travel Agent:** Personalized recommendations for destinations, activities, and travel arrangements based on user preferences.
- **Flexible Payment and Savings Options:** The digital wallet allows for efficient budgeting and saving toward travel goals.
- **Booking and Itinerary Management:** All-in-one platform for booking flights, accommodations, and local experiences.

#### **Resolve: AI-Driven Debt Collection and Receivables Automation**

**Resolve** offers advanced AI-driven solutions for debt collection and accounts receivable automation, catering to financial institutions and businesses looking to optimize cash flow and enhance operational efficiency. The platform uses AI models for predictive analytics, customer sentiment analysis, and intelligent automation, improving debt recovery rates and making the

collections process more customer-centric. Resolve's technology enables businesses to anticipate customer behaviors and tailor engagement strategies, resulting in improved recovery outcomes. Resolve is currently in advanced negotiations with major partners in the financial sector to expand its reach and enhance its service offerings.

#### **Core Features:**

- **Predictive Analytics:** AI-driven insights to optimize recovery rates and predict payment behavior.
- **Customer-Centric Engagement:** Sentiment analysis and AI-powered automation to foster a respectful, efficient collections process.
- **Scalable Solution for B2B Applications:** Tailored capabilities for financial institutions and companies with high-volume receivables.

#### **Collaborative Innovation Across Subsidiaries**

By pooling resources and expertise across all platforms, AI Unlimited Group fosters a collaborative environment where the innovation potential of AI is fully harnessed. Our team of developers, product managers, and AI experts work seamlessly across the Company's subsidiaries, enabling shared advancements in AI technology that drive continuous improvement in each app's functionality. This cross-company synergy allows us to:

- **Accelerate Feature Development:** Rapidly implement new AI models and features that enhance user experience across multiple platforms.
- **Create Interconnected User Journeys:** Provide a cohesive experience for users who interact with multiple apps, with tailored solutions in debt management, investment, and travel.
- **Optimize Resource Allocation:** Use shared talent and data infrastructure to advance our AI capabilities while maintaining efficiency and focus.

#### **NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS (continued)**

##### **Strategic Roadmap**

As we move forward, AI Unlimited Group aims to broaden the impact of each subsidiary by scaling services, expanding market reach, and deepening AI-driven capabilities. Specific goals include:

- **Lever App:** Ramp up efforts around student debt repayment in response to renewed repayment requirements in 2025, while exploring options for credit card and refinancing tools.
- **Nest Egg:** Expand AI-driven financial coaching to cater to a wider demographic of retail investors.
- **Travl.App:** Prepare for a full-scale launch with an enhanced AI Travel Agent and seamless booking capabilities by the end of fiscal 2024.
- **Resolve:** Finalize partnerships to strengthen its position in the B2B receivables automation market and broaden client acquisition.

With these initiatives, AI Unlimited Group is positioning itself to become a comprehensive, AI-powered platform that caters to diverse financial and lifestyle needs.

##### **Business Strategy**

As part of AI Unlimited Group's innovative incubator model, we are dedicated to advancing each of our AI-powered applications—Lever App, Nest Egg, Travl, and Resolve—to meet the unique needs of consumers and businesses. Our strategy emphasizes developing cutting-edge solutions across fintech, investment, travel, and debt management, leveraging shared resources and AI

expertise to accelerate growth and maximize market impact. The following growth strategies are fundamental to our vision:

- **Product Completion and Launches:** We launched version 1 of our core apps with a soft rollout in Q3 of fiscal 2024 and have since expanded features and optimized performance. We anticipate public releases and increased functionality across our apps by Q2 of fiscal 2025.
- **Multi-Channel Subscriber Acquisition:** Each app will grow its user base through robust digital and traditional marketing strategies. By focusing on targeted and data-driven campaigns, we aim to drive subscriber acquisition while maximizing cost efficiency across our product suite.
- **Enhanced Financial and Lifestyle Solutions:** We are committed to continuously refining our core applications, like the Lever App, which serves student debt holders, and introducing broader features across Nest Egg for investment strategies, Travl for AI-powered travel experiences, and Resolve for streamlined debt collections, offering holistic solutions for consumers and small businesses alike.
- **Enterprise and Partner Expansion:** Growth will be further fueled by enterprise partnerships, employer-based programs, and integration with educational, financial, and corporate entities. We are actively pursuing collaborations to support market expansion and enhance our value proposition.
- **Cutting-Edge AI and Machine Learning Capabilities:** Our software development team focuses on disruptive machine learning and AI technologies to deliver highly personalized and data-driven recommendations, ensuring continued subscriber engagement and satisfaction across all products.
- **Strategic Acquisitions and Partnerships:** AI Unlimited Group will look to acquire synergistic businesses and form alliances that drive user growth, expand our technology base, and integrate complementary tools to further enhance our value offering.
- **Global Market Reach and Product Diversification:** As we expand, we will identify and enter high-growth markets for each app's core service area, from travel planning and investment to debt management. Lever, for instance, is exploring additional consumer debt solutions like credit card and auto loan refinancing, while Nest Egg and Travl expand into global investment and travel markets.

With the recent resumption of student loan repayments, the Lever App is well-positioned to support the nearly 43 million Americans resuming payments after forbearance. Lever's AI-powered platform provides solutions tailored to manage, automate, and simplify student loan repayments, addressing this urgent market need. This includes refining user interfaces and providing tools to allow seamless navigation of complex debt obligations.

AI Unlimited Group anticipates maintaining a customer acquisition cost (CAC) of approximately \$30 per user, with user subscriptions priced at \$79.99 annually across applicable apps. This pricing model generates an anticipated lifetime value over ten years, solidifying a steady revenue stream. We have budgeted \$150,000 monthly to support marketing and sales initiatives, aiming for consistent onboarding of around 5,000 new user subscriptions per month across the company's ecosystem.

Through our incubator approach, we unify these apps under a cohesive, AI-powered platform, creating a multi-faceted, user-friendly experience that addresses critical financial and lifestyle needs. Our integrated strategy ensures that each app is positioned to leverage shared technological and operational resources, fostering innovation, scalability, and market leadership in a digital-first, AI-enhanced landscape.

## **NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS (continued)**

### **Marketing and Sales**

AI Unlimited Group (AIUG) is strategically focused on scaling its portfolio of apps, including Nest Egg, Travl.App, Lever, and Resolve, by executing a multi-channel marketing approach designed to

build a robust user base and enhance brand loyalty. Our marketing strategy is a blend of innovative digital initiatives and proven traditional tactics, all aimed at providing an omnichannel customer experience.

**Integrated Marketing Strategy** Our primary objective is to expand our paid customer base through a combination of targeted digital marketing, community engagement, and selective partnerships. We recognize that modern consumers require a personalized approach, and our strategy is to offer both broad and tailored solutions that resonate with each app's target audience. By collaborating with Bolis Media, a global media powerhouse with a publishing network reaching over 120 million followers and partnerships that extend its reach to 2.5 billion, we aim to amplify our presence across multiple platforms effectively.

**Digital Marketing** AIUG's digital marketing efforts encompass a diverse set of channels, including:

- **Search Engine Optimization (SEO):** Driving organic traffic by optimizing content for search engines, particularly around financial and travel-related keywords.
- **Content Marketing:** Leveraging educational blogs, targeted email campaigns, and influencer partnerships to build credibility and drive engagement.
- **Social Media:** Engaging with high-profile influencers and celebrities to increase visibility across platforms like Instagram, Twitter, TikTok, and LinkedIn, with Bolis Media managing the social media strategy for each app. Social campaigns will include content crafted by creators in finance, travel, student loans, and debt collection fields, tailored to each app's unique audience.

**Traditional Marketing Initiatives** While digital channels provide scalability, traditional marketing avenues such as conferences, trade shows, and direct meetings with potential subscribers add a personal touch that builds deeper connections:

- **Event Participation:** Our management team actively participates in industry conferences and expos, delivering presentations and connecting directly with potential users and partners.
- **Campus Outreach:** We have established partnerships with educational institutions across key states, engaging recent graduates with in-person workshops and digital campaigns.
- **Community Engagement:** By targeting areas with high student debt or travel interest, like California, Texas, and Washington, our traditional marketing efforts extend our reach and solidify our brand presence.

**Geo-Targeted Strategies** AIUG's marketing efforts are tailored to regional nuances and demographics:

- **California:** Targeting tech-savvy graduates and financial influencers, we focus on institutions like UCLA and Stanford.
- **Texas:** Leveraging the state's large student population and economic growth, we focus on institutions like UTSA and San Antonio College.
- **Washington, D.C.:** Positioned as the highest student debt region, our strategy includes aligning with policymakers and hosting webinars to address student loan complexities.

**Official Launch and Initial Rollout** The Lever App's official public launch was Q2 fiscal 2025, with a planned promotional push across both digital and traditional channels. As part of our go-to-market strategy, we will employ billboards, video-on-demand ads, and event sponsorships on university campuses to drive downloads. In addition, AIUG will introduce the Travl Coin for Travl.App, scheduled for launch in 2025, which will allow users to buy, save, and spend within the app ecosystem, enhancing customer loyalty and engagement.

**Bolis Media Partnership and Budget Allocation** In collaboration with Bolis Media, AIUG has allocated a six-month marketing budget to enhance visibility across all apps:

- **Content Production and Media Placement:** Bolis Media will handle content creation, media activations, and influencer partnerships, providing each app with curated and impactful media presence.
- **Paid Ad Budget:** Allocated equally across apps, with dynamic reallocation based on performance metrics monitored by Bolis Media.
- **Performance Tracking:** Bolis Media's analytics team will continuously monitor results, enabling real-time adjustments for optimized reach and engagement.

**Customer Acquisition and Retention** AIUG's estimated customer acquisition cost (CAC) is set at around \$30 per user, with an expected average subscription duration of 10 years per user, providing significant lifetime value. Given the recent changes in data privacy laws (e.g., iOS 14 privacy updates), we anticipate a 30% increase in CAC, which has been accounted for in our marketing budget. To offset these challenges, AIUG is focused on in-depth customer journey mapping to improve conversion rates and user retention across all apps.

**In-House and External Resource Sharing** By centralizing resources and expertise across all AIUG apps, our in-house development and marketing teams collaborate to foster innovation. Shared talent and resources across Lever, Nest Egg, Travl.App, and Resolve ensure consistent growth and product evolution, while minimizing redundancy in R&D and marketing costs. This approach strengthens AIUG's position as a holistic AI incubator, capable of scaling across diverse sectors from finance to travel and debt management.

## **NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS (continued)**

### **Business Strategy and Regional Focus**

The Company is dedicated to addressing the complexities of student loan management in the U.S., a challenge that impacts millions. Our initial regional focus on San Antonio, California, and Washington, D.C., is strategically informed by the unique financial landscapes and high concentrations of student debt in these areas. San Antonio's large population of loan forgiveness applicants, California's significant combined student debt, and Washington, D.C.'s distinction as the region with the nation's highest average student debt underscore the urgent demand for our solutions.

For Q1 2025, the Company anticipates a surge in user engagement driven by the resumption of student loan interest, the recent equity capital raise, and targeted marketing initiatives. In San Antonio, a close-knit community is expected to facilitate rapid word-of-mouth spread. In California, with its vast student population, we project the highest user acquisition. Washington, D.C., with its policy-driven environment, is anticipated to attract users seeking informed and structured loan management solutions.

### **Projected Consolidation and Expansion Phases**

As we move into Q4 2024, the Company anticipates transitioning from an acquisition to a consolidation phase. Following the momentum from Q4 campaigns, we expect stable user engagement and app utilization, particularly in California, where the tech-savvy population is likely to lead in interaction metrics. San Antonio and Washington, D.C., are projected to show steady growth in active usage.

With a robust borrower base exceeding 400,000 in these regions, our marketing campaigns are designed to drive retention and app enhancements through direct user feedback. San Antonio is expected to have the highest retention rates, California to see increased referrals, and Washington, D.C., to yield insights into policy advocacy and partnership opportunities.

### **Scaling Beyond Core Regions**

Beyond the initial phases, our goal is to solidify our position in these states and utilize the successes as a template for national expansion. Our aim is to make AI Unlimited Group

synonymous with effective student loan management, offering tailored solutions for every American student and graduate.

### **Expanded Ecosystem of Apps and Services**

The Company's ecosystem also includes additional apps designed to address various aspects of personal finance and lifestyle management:

- **Resolve Debt:** Resolve is positioned to be a key player in the B2B market with advanced negotiations underway with potential strategic partners. This AI-powered platform offers innovative solutions for debt collection and accounts receivable automation, designed for financial institutions and businesses looking to streamline collections operations and enhance customer experience. With the AI-driven technology that includes predictive analytics and sentiment analysis, Resolve optimizes recovery rates while focusing on customer-centric engagement.
- **Travl.App:** Currently in beta, Travl App is set to transition into full-scale launch by late 2024. This AI-powered platform enhances the travel planning experience by offering users intelligent itinerary planning, budget management, and an integrated digital wallet to save for trips. Travl App will also introduce an AI-driven 'Travel Agent' feature to provide personalized travel recommendations and real-time booking capabilities. By 2025, Travl App plans to launch a proprietary TRAVL Coin, enabling users to manage and spend funds seamlessly within the app.
- **Nest Egg:** Nest Egg is gearing up for expanded operational exercises, preparing to meet increasing demand in the digital investment space. This platform uses AI to deliver customized investment strategies, making it easier for users to discover, plan, and automate their investments. Nest Egg's AI capabilities support users in navigating both U.S. and global stock markets, meeting the growing demand for user-friendly, digital-first financial tools.

### **Industry and Competitive Analysis**

The U.S. student loan market, totaling approximately \$1.75 trillion in debt, represents the second-largest form of consumer debt after mortgages. Student loans are primarily disbursed by the federal government, constituting 92% of total student debt, with private lenders holding the remaining 8%. The average borrower debt is estimated at \$28,950, with parent PLUS loans averaging \$28,778. This vast landscape highlights the Company's opportunity to support the nearly 43.4 million borrowers navigating repayment options and debt management.

In response to market dynamics and regulatory developments, the Company's comprehensive solutions provide borrowers with intelligent tools to manage repayments effectively. For users who may struggle to meet monthly obligations, public loan programs offer deferment and forbearance options, while private loans generally allow payment postponements with accrued interest.

As part of our AI Unlimited Group Incubator, all apps leverage shared talent and resources to drive continuous innovation. This collaborative approach allows us to create scalable AI-driven solutions that meet evolving consumer demands across debt management, investment, and travel planning.

Our vision for AI Unlimited Group is to be a comprehensive, AI-powered platform offering seamless solutions that meet the diverse needs of modern consumers. By focusing on strategic growth in targeted regions, leveraging a multi-faceted ecosystem of apps, and expanding our reach through innovative AI applications, we are positioned to lead in providing tailored financial, travel, and investment solutions.

### **NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS (continued)**

The US Government paused federal student loan repayments and interest during the pandemic throughout 2021 and extended it into the fall of 2022. Despite the freeze, student loan balances still increased as newer loans entered repayment, despite no current payment due on most loans.

### *Status of Student Loan Default <sup>(5)</sup>*

Student loan default happens after a missed payment period after approximately 270 days (or nine months) past due. Private student loans typically default after three missed payments (typically three months). Still, according to the lender's terms and conditions, it can happen after one missed payment. Around 9.7% of student loan borrowers default after entering repayment within a couple of years.

### *Student Loan Forgiveness Options*

The US Government provides several student loan forgiveness options and plans, including but not limited to:

- Public Service Loan Forgiveness (PSLF) or PSLF Waiver– forgives the remaining balance on your Direct Loans after making 120 qualifying monthly payments under a qualifying repayment plan while working full-time for a qualifying employer.
- Income-driven repayment forgiveness – sets your monthly student loan payment at an amount intended to be affordable based on your income and family size.
- Borrower defense to repayment – if the school misled or engaged in other misconduct in violation of certain state laws, the student borrower might be eligible for “borrower defense to loan repayment,” to the discharge of some or all of federal student loan debt, and
- Free Application for Federal Student Aid, known as the FAFSA – is the application for financial aid completed by current and prospective college students in the United States to determine their eligibility for student financial aid.

We believe the personal debt management industry is highly fragmented and diversified, with several large and small companies offering various debt management solutions. Our direct and indirect competition includes but is not limited to HR benefits platforms, round-up saving and investing apps, personal finance and credit bureau platforms, personal finance educational tools, and other personal debt management companies. General financial content providers may also be considered indirect competition. Our target market is student loan borrowers looking to better their financial future by paying their loans and saving money. We offer a unique solution catered to student loan management in the most comprehensive and user-friendly way for the borrower and the servicer.

The U.S. Government paused federal student loan repayments and interest accrual during the COVID-19 pandemic, with extensions lasting into the fall of 2022. Despite this temporary relief, student loan balances continued to grow as new loans entered repayment, and interest continued to accrue on private loans and some federal loans. Currently, student loan debt impacts approximately 43 million borrowers, totaling over \$1.75 trillion, underscoring the need for effective and user-friendly debt management solutions.

### **Student Loan Default Status**

Student loan default generally occurs after a borrower misses payments for about 270 days (nine months) for federal loans, while private student loans may default after three missed payments, depending on the lender's terms. Around 9.7% of student loan borrowers are expected to default after entering repayment within the first few years, creating an urgent need for innovative tools to help borrowers stay on track with payments and avoid penalties.

## Student Loan Forgiveness Options

Several student loan forgiveness and relief options exist for eligible borrowers, including:

- **Public Service Loan Forgiveness (PSLF)** – Forgives the remaining balance on Direct Loans after 120 qualifying monthly payments while working full-time for a qualifying employer.
- **Income-Driven Repayment Forgiveness** – Sets monthly payments based on income and family size to ensure affordability.
- **Borrower Defense to Repayment** – Provides loan forgiveness if the school misled the borrower or engaged in misconduct.
- **Free Application for Federal Student Aid (FAFSA)** – A federal aid application that helps determine financial aid eligibility for current and prospective students.

## Company Platforms and Market Position

### Lever App

Lever App is designed as an all-encompassing tool for managing student loan obligations, making it easy for users to track, enroll, and manage federal programs and repayment plans. As the demand for student loan management grows, especially with federal repayment resumption, Lever App is poised to become a critical resource for borrowers seeking a comprehensive and user-friendly approach to debt management.

### Travl App

Travl App is transforming travel planning and budgeting through its AI-powered platform, which includes personalized itinerary planning, budgeting tools, and an AI ‘Travel Agent’ feature. Set to launch fully in late 2024 after a successful beta phase, Travl App also plans to introduce TRAVL Coin, enabling users to manage funds for travel bookings directly within the app. The global travel industry represents a market of over \$9 trillion, creating significant growth opportunities as we expand the app’s AI capabilities to simplify and personalize the entire travel experience.

### Nest Egg Investments

Nest Egg Investments leverages AI to simplify investment strategies, providing users with tailored portfolios and automated trading based on individual financial goals. As more individuals seek intuitive, AI-driven investment tools, Nest Egg’s focus on personalized, data-driven advice aligns with market demands. Nest Egg is designed to tap into the growing global investment market, which is valued at trillions of dollars and continues to grow as more consumers turn to digital investment solutions.

### Resolve Debt

Resolve is our AI-powered platform for debt collection and accounts receivable automation, catering to financial institutions and businesses needing efficient and customer-centric debt recovery solutions. With advanced capabilities in predictive analytics and AI-driven sentiment analysis, Resolve optimizes debt recovery rates while maintaining a positive borrower experience. The debt collection and accounts receivable industry in the U.S. is estimated at \$21 billion, positioning Resolve to make a strong impact as the demand for automated, scalable debt collection solutions increases.

## NOTE 1. BUSINESS DESCRIPTION AND NATURE OF OPERATIONS (continued)

### Market Landscape and Competitive Position

Our industry is marked by active mergers and acquisitions, with large, well-capitalized companies acquiring digital debt management and fintech platforms to enhance their offerings. Notable examples include LendingTree's acquisition of Student Loan Hero in 2018 and Acorns' acquisition of AI startup Pillar in 2021. These moves underscore the attractiveness of debt management solutions in the current market.

Our comprehensive suite of AI-driven platforms—spanning debt management, travel, and investment—positions AI Unlimited Group uniquely in the competitive landscape. We aim to serve high-value, high-potential customers through tailored digital experiences that meet a diverse range of financial and lifestyle needs.

By leveraging shared talent and resources across Travl App, Nest Egg Investments, Resolve, and Lever, we are creating a collaborative ecosystem that fosters innovation and drives growth across multiple verticals. Our aim is to make AI Unlimited Group the preferred platform for users seeking intelligent, AI-powered solutions for financial empowerment and lifestyle enhancement.

Our industry is active in mergers and acquisitions of digital debt management software companies by large and well-capitalized companies looking for complementary services. For example, in July 2018, LendingTree, Inc. (NASDAQ: TREE) announced today that it had entered into a definitive agreement to acquire Student Loan Hero, Inc.<sup>(6)</sup>, a personal finance website dedicated to helping student loan borrowers manage their student debt. In April 2021, Acorns, the Californian investment and savings app, landed its second acquisition of 2021 with artificial intelligence (AI) start-up Pillar<sup>(7)</sup>.

According to the Harvard Kennedy School report<sup>(8)</sup>, the fintech industry deals with the dangers of potential misuse and abuse of consumer data. This includes but is not limited to the loss of privacy, violation of data security, increasing risks of fraud and scams, unfair and discriminatory uses of data and data analytics against rules and regulations, uses of data that are non-transparent to both consumers and regulators; harmful manipulation of consumer behavior; and risks that tech firms entering the financial or financial regulatory space will lack adequate knowledge, operational effectiveness, and stability.

The student loan forgiveness debate has entered the national conversation. White House officials plan to cancel \$10,000 in student debt per borrower after months of internal deliberations over structuring loan forgiveness for tens of millions of Americans. According to the Committee for a Responsible Federal Budget, a nonpartisan think tank, wiping out \$10,000 of debt per borrower could cost roughly \$230 billion.

The Company firmly believes that the student loan industry will continue to be the fastest-growing source of debt for United States households. Student loans are now the largest source of unsecured debt in the United States. They have become a financial industry, especially with its secondary market and student loan asset-backed securities.

<sup>(5)</sup> Federal Student Aid September 2020

<sup>(6)</sup> PRNewswire, July 2018.

<sup>(7)</sup> Fintech Futures, April 2021.

<sup>(8)</sup> M-RCBG Associate Working Paper, Harvard Kennedy School, June 2020.

## **Board of Directors**

As of September 30, 2024, the Company appointed Trent McKendrick as the Executive Chairman and Director. The Company currently has one executive director.

## **Russia-Ukraine Conflict**

The geopolitical situation in Eastern Europe intensified on February 24, 2022, with the Russian invasion of Ukraine. The war between the two countries continues to evolve as military activity

continues. The United States and certain European countries have imposed additional sanctions on Russia and specific individuals. As of the date of this filing, there has been no disruption in our operations.

### **Rounding Error**

Due to rounding, numbers presented in the financial statements for the period ending from inception to March 31, 2023, and throughout the report may not add up precisely to the totals provided, and percentages may not exactly reflect the absolute figures.

**SUMMARY OF  
SIGNIFICANT  
ACCOUNTING POLICIES**

**9 Months Ended  
Sep. 30, 2024**

[Accounting Policies](#)

[\[Abstract\]](#)

[SUMMARY OF](#)

[SIGNIFICANT](#)

[ACCOUNTING POLICIES](#)

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Basis of Presentation and Principles of Consolidation***

The accompanying consolidated financial statements include the accounts of the Company. We have eliminated all intercompany balances and transactions. The Company has prepared consolidated financial statements consistent with the Company's accounting policies in its financial statements. The Company has measured and presented the Company's consolidated financial statements in US Dollars, which is the currency of the primary economic environment in which the Company operates (also known as its functional currency).

The Company has a wholly-owned subsidiary, Lever Technology, Inc. ("Lever Technology"), a California corporation. There are no operating activities for Lever Technology. In addition, on July 10, 2024 the Company entered into certain exchange agreements, with Nest Egg Investments LLC, a Delaware limited liability company ("Nest Egg"), Resolve Debt, LLC, a Wyoming limited liability company ("Resolve Debt") and Travl LLC, a Delaware limited liability company ("Travl"). Pursuant to the exchange agreements, Nest Egg, Resolve and Travl became the wholly-owned subsidiary of the Company. Nest Egg is an investment platform powered by artificial intelligence ("AI") with a focus on investing in the US and global stock markets using future-focused investment tools. It is designed to simplify investment strategies, making it easier for users to discover, plan, and automate their stock market investments. Nest Egg leverages advanced AI technology to provide personalized investment advice and automate trades, addressing the growing demand for user-friendly, digital-first financial solutions.

Resolve Debt is an AI first provider of advanced debt collection technology and accounts receivable automation solutions. The company leverages AI to enhance the efficiency and effectiveness of debt recovery processes. Resolve Debt caters to financial institutions and businesses seeking to streamline their collections operations and improve scalable actions with customer experience first, through its AI-agents and AI-powered customer facing intelligent automation.

Travl.App by Travl, LLC is an AI-powered, innovative travel planning, savings and bookings platform designed to streamline and enhance the travel planning experience. It is the first travel app to help users plan, book, and save for their trips using AI. The app caters to travelers seeking seamless booking and itinerary management, offering a comprehensive suite of features that include booking accommodations, flights, and activities, all in one user-friendly application. The platform also provides personalized recommendations based on user preferences and travel history.

***Consolidated Financial Statement Preparation and Use of Estimates***

The Company prepared the consolidated financial statements according to accounting principles generally accepted in the United States of America ("GAAP"). The preparation of consolidated financial statements in conformity with GAAP requires Management to make certain estimates, judgments, and assumptions that affect the reported amounts of assets and liabilities and the related disclosures at the date of the consolidated financial statements, as well as the reported amounts of revenue and expenses during the periods presented. Estimates include revenue recognition, the allowance for doubtful accounts, website and software development costs, and the recoverability of tangible assets with finite lives and other long-lived assets.

Actual results could materially differ from these estimates.

### ***Cash and Cash Equivalents***

Total cash and cash equivalents include cash on hand, deposits held with banks, and other short-term, highly liquid investments with three months or less of original maturities. The Company maintains its cash balances at a single financial institution. The balances did not exceed Federal Deposit Insurance Corporation (FDIC) limits as of September 30, 2024. On September 30, 2024, and December 31, 2023, the Company had \$510,797 and \$11,012 cash and cash equivalent held at the financial institution.

### ***Sales, Marketing, and Advertising***

The Company recognizes sales, marketing, and advertising expenses when incurred.

The Company incurred \$17,116 and \$211,410 in sales, marketing, and advertising costs (“sales and marketing”) for the nine months ending September 30, 2024, and 2023. The sales and marketing cost mainly included costs for the engagement of celebrities, cash and stock-based compensation for marketing consultants, SEO marketing, online marketing on industry websites, press releases, and public relations activities. The sales, marketing, and advertising expenses represented 1.43% and 17.49% of the total expenses for the nine months ending September 30, 2024, and 2023.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

### ***Concentrations of Credit Risk***

#### **Cash**

Total cash and cash equivalents include cash on hand, deposits held with banks, and other short-term, highly liquid investments with three months or less of original maturities. The Company maintains its cash balances at a single financial institution. The balances exceed Federal Deposit Insurance Corporation (FDIC) limits as of September 30, 2024. On September 30, 2024, and December 31, 2023, the Company had \$510,797 and \$11,012 cash and cash equivalent held at the financial institution.

### ***Research and Development (R and D) Cost***

The Company acknowledges that future benefits from research and development (R and D) are uncertain. It cannot capitalize all the R and D. The GAAP accounting standards require us to expense all research and development expenditures as incurred. There were no R and D expenditures for the nine months ending September 30, 2024 and 2023.

### ***Legal Proceedings***

The Company discloses a loss contingency if at least a reasonable possibility that a material loss has been incurred. The Company records its best estimate of loss related to pending legal proceedings when the loss is probable and the amount can be reasonably estimated. The Company can reasonably estimate a range of loss with no best estimate; the Company records the minimum estimated liability. As additional information becomes available, the Company assesses the potential liability of pending legal proceedings, revises its estimates, and updates its disclosures accordingly. The Company’s legal costs associated with defending itself are recorded as expenses when incurred. The Company is currently not involved in any litigation.

### ***Impairment of Long-Lived Assets***

The Company reviews long-lived assets for impairment following FASB ASC 360, Property, Plant, and Equipment. We test long-lived assets for recoverability whenever events or circumstances change to indicate that the carrying amounts may not be recoverable. An impairment charge is recognized for the amount if and when the asset’s carrying value exceeds the fair value. There are no impairment charges for the nine months period ending September 30, 2024 and 2023.

### ***Provision for Income Taxes***

The provision for income taxes is determined using the asset and liability method. Under this method, deferred tax assets and liabilities are based on the temporary differences between the consolidated financial statement and income tax bases of assets and liabilities using the enacted tax rates applicable each year.

The Company utilizes a two-step approach to recognizing and measuring uncertain tax positions (“tax contingencies”). The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes. The second step is to measure the tax benefit as the largest amount, which is more than 50% likely to be realized upon ultimate settlement. The Company considers many factors when evaluating and estimating its tax positions and benefits, requiring periodic adjustments, which may not accurately forecast actual outcomes. The Company includes interest and penalties related to tax contingencies in the provision of income taxes in the operations’ consolidated statements. The Company’s Management does not expect the total amount of unrecognized tax benefits to change significantly in the next twelve (12) months.

### **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

#### ***Contributed Software Code***

At the inception, Lever Holdings provided the working base source code for the launch of the Company, valued at \$772,000, as the contributed tangible software. The Company estimated the value of the source code using the cost approach as the related party contributed to it. The Company attributed 100% value to the cost approach, closest to the actual value of developing the source code.

#### ***Software Development Costs***

By ASC 985-20, Software development costs, including costs to develop software sold, leased, or otherwise marketed, are capitalized after establishing technical feasibility, if significant. Using the straight-line amortization method over the application software’s estimated useful life, we amortize the capitalized software development costs.

The Company established the technical feasibility of the Lever App’s design specifications for the US market in 2022. By the end of March 31, 2022, the Company completed the activities (planning, designing, coding, and testing) necessary to establish that it can launch and market the App. The Company is revising the user interface and building additional features to better the App for official public launch in the fourth quarter of fiscal 2022.

The Company estimates the useful life of the software to be three (3) years. Amortization expense were \$134,839 and \$129,410 for the nine months ending in September 30, 2024, and 2023, and the Company classifies such costs as software amortization costs.

#### ***Capitalized Software Costs***

At September 30, 2024, the gross capitalized software assets were \$1,507,837. At the end of September 30, 2024, accumulated software amortization expenses were \$518,853. As a result, the unamortized balance of capitalized software on September 30, 2024, was \$988,984.

At December 31, 2023, the gross capitalized software assets were \$1,180,909. At the end of December 31, 2023, accumulated software amortization expenses were \$189,926. As a result, the unamortized balance of capitalized software on December 31, 2023, was \$993,984.

The Company launched version 1 of the App in August 2022. As a result, we are amortizing the gross capitalized cost as an amortization expense, which the Company classifies as such.

### ***Foreign Currency Translation and Re-measurement***

The Company translates its foreign operations to US dollars following ASC 830, “*Foreign Currency Matters*.”

We have translated the local currency of ADS, the Australian Dollar (“AUD”), into US\$1.00 at the following exchange rates for the respective dates:

The exchange rate at the reporting end date:

	September 30, 2024
USD: AUD	\$ 1.4454

Average exchange rate for the period:

	January 1, 2024 to September 30, 2024
USD: AUD	\$ 1.5091

The Company related party transactions were in AUD, and its reporting currency is the US dollar.

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

The Company translates its records into USD as follows:

- Assets and liabilities at the rate of exchange in effect at the balance sheet date
- Equities at the historical rate
- Revenue and expense items at the average rate of exchange prevailing during the period

### ***Fair Value***

The Company uses current market values to recognize certain assets and liabilities at a fair value. The fair value is the estimated price at which the Company can sell the asset or settle a liability in an orderly transaction to a third party under current market conditions. The Company uses the following methods and valuation techniques for deriving fair values:

**Market Approach** – The market approach uses the prices associated with actual market transactions for similar or identical assets and liabilities to derive a fair value.

**Income Approach** – The income approach uses estimated future cash flows or earnings, adjusted by a discount rate representing the time value of money and the risk of cash flows not being achieved to derive a discounted present value.

**Cost Approach** – The cost approach uses the estimated cost to replace an asset adjusted for the obsolescence of the existing asset.

The Company ranks the fair value hierarchy of information sources from Level 1 (best) to Level 3 (worst). The Company uses these three levels to select inputs for valuation techniques:

<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Level 1 is a quoted price for an identical item in an active market on the measurement date. Level 1 is the most reliable evidence of fair value and is used whenever this information is available.	Level 2 is directly or indirectly observable inputs other than quoted prices. An example of a Level 2 input is a valuation multiple for a business unit based on comparable companies' sales, EBITDA, or net income.	Level 3 is an unobservable input. It may include the Company's data, adjusted for other reasonably available information. Examples of a Level 3 input are an internally-generated financial forecast.

Lever Holdings provided the working base source code for the launch of the Company, valued at \$758,316 as the contributed tangible software. The Company estimated the value of the source code using the cost approach as the related party contributed it. The Company attributed 100% value to the cost approach, closest to the actual value of developing the source code.

### ***Basic and Diluted Loss per Share***

The Company follows ASC 260, Earnings Per Share, to account for earnings per share. Basic earnings per share ("EPS") calculations are determined by dividing net loss by the weighted average number of shares of common stock outstanding during the year. Diluted earnings per share calculations are determined by dividing net loss by the weighted average number of common shares and dilutive common share equivalents outstanding. As of September 30, 2024, the Company had 313,319,980 basic and dilutive shares issued and outstanding, respectively.

During the nine months ending September 30, 2024, and 2023, common stock equivalents were anti-dilutive due to a net loss. Hence, they are not considered in the computation.

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

### ***Recent Accounting Pronouncements***

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606), which supersedes the revenue recognition requirements in Topic 605, Revenue Recognition, including most industry-specific requirements. ASU 2014-09 establishes a five-step revenue recognition process; an entity will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. ASU 2014-09 also requires enhanced disclosures regarding the nature, amount, timing, and uncertainty of revenues and cash flows from customers' contracts. In August 2015, the FASB issued ASU 2015-14, Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date, which defers the effective date of ASU 2014-09 by one (1) year. The Company adopted ASC 606 using the modified retrospective method applied to all contracts not completed as of January 1, 2019. The Company presents results for reporting periods beginning after January 1, 2019, under ASC 606, while prior period amounts are reported following legacy GAAP. Refer to Note 2, Revenue from Major Contracts with Customers, for further discussion on the Company's accounting policies for revenue sources within the scope of ASC 606.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 840), to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The amendments to this standard are effective for fiscal years beginning after December 15, 2019. Early adoption of the amendments in this standard is permitted for all entities. The Company must recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. The Company adopted this policy as of January 1, 2020, and there is no material affect on its financial reporting.

In August 2018, the FASB issued ASU 2018-13, "Fair Value Measurement (Topic 820): Disclosure Framework-Changes to the Disclosure Requirements for Fair Value Measurement." The

amendments modify the disclosure requirements in Topic 820 to add disclosures regarding changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, and the narrative description of measurement uncertainty. The amendments removed and modified certain disclosure requirements in Topic 820. The amendments are effective for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. Certain amendments are to be applied prospectively, while others are to be applied retrospectively. Early adoption is permitted.

The Company adopted the ASU 2018-13 as of March 24, 2022. The Company used the Level II and II Fair Market Measurement to record, at cost, source code as tangible assets valued at \$758,316. We evaluate contributed tangible software for impairment at least annually to confirm if the carrying amount of contributed tangible software exceeds their fair value. The contributed tangible software primarily consists of the source code of the Lever Debt App, fundamental testing of the App in a similar market, and a relationship with the software development and marketing team. We use various qualitative or quantitative methods for these impairment tests to estimate the fair value of our contributed tangible software. If the fair value is less than its carrying value, we would recognize an impairment charge for the difference. The Company did not record impairment for March 31, 2023.

ASU 2020-06, “Debt – Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging – Contracts in Entity’s Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity’s Own Equity”, issued in August 2020 simplifies the accounting for convertible debt and convertible preferred stock by removing the requirements to present certain conversion features in equity separately. In addition, the amendments also simplify the guidance in ASC Subtopic 815-40, Derivatives and Hedging: Contracts in Entity’s Own Equity, by removing certain criteria that must be satisfied to classify a contract as equity, which is expected to decrease the number of freestanding instruments and embedded derivatives accounted for as assets or liabilities. Finally, the amendments revise the guidance on calculating earnings per share, requiring the use of the if-converted method for all convertible instruments and rescinding an entity’s ability to rebut the presumption of share settlement for instruments that may be settled in cash or other assets. The amendments are effective for public companies for fiscal years beginning after December 15, 2021. Early adoption is permitted, but no earlier than fiscal years beginning after December 15, 2020. The guidance must be adopted as of the beginning of the fiscal year of adoption. The Company does not expect this ASU 2020-06 to impact its condensed consolidated financial statements.

Other recent accounting pronouncements issued by the FASB (including its Emerging Issues Task Force) and the United States Securities and Exchange Commission did not or are not believed by Management to have a material impact on the Company’s present or future consolidated financial statements.

## GOING CONCERN

**9 Months Ended  
Sep. 30, 2024**

[Organization, Consolidation  
and Presentation of  
Financial Statements](#)

[\[Abstract\]](#)

[GOING CONCERN](#)

### NOTE 3. GOING CONCERN

The Company has prepared consolidated financial statements on a going concern basis, which contemplates the realization of assets and the settlement of liabilities and commitments in the ordinary business course. On September 30, 2024, and December 31, 2023, the accumulated deficit was \$9,157,767 and \$4,908,051, there was a working capital deficit for December 31, 2023 amounting to \$610,897.

There was a limited revenue for the nine months ending September 30, 2024, and 2023. As of September 30, 2024, and December 31, 2023, the Company had \$510,797 and \$11,012 cash on hand. The Management believes that cash on hand may not be sufficient for the Company to meet working capital and corporate development needs as they become due in the ordinary course of business for twelve (12) months following December 31, 2023. From inception to September 30, 2024, the Company did not earn any significant revenues. The Company continues to experience negative cash flows from operations and the ongoing requirement for substantial additional capital investment to develop its financial technologies.

Management has considered various factors in evaluating the Company's sustainability and the ability to manage obligations due within a year. Management has considered general economic conditions, key industry metrics, operating results, capital expenditures, commitments, and future obligations and liquidity. If there is a delay in generating significant revenues by the end of December 31, 2024, the Company will require capital infusion from new and existing investors, streamlining operating costs, and evaluating new business strategies to enhance cash flow from operations.

The Management expects that it will need to raise significant additional capital to accomplish its growth plan over the next twelve (12) months. The Management expects to seek additional funding through private equity or public markets. However, there can be no assurance about the availability or terms such as financing and capital might be available.

The Company's ability to continue as a going concern may depend on the Management's plans discussed below. The consolidated financial statements do not include any adjustments relating to the recoverability and classification of assets or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

To the extent the Company's operations are insufficient to fund the Company's capital requirements, the Management may attempt to enter into a revolving loan agreement with financial institutions or raise capital through the sale of additional capital stock or issuance of debt.

The Management intends to continue enhancing its revenue from its Lever App subscription model, which it expects to launch in the second quarter of fiscal 2024. In the meantime, the Company expects to raise funds through private placement offerings and debt financing. See Note 8 for Notes Payable. As the Company increases its subscription base in the United States, it intends to acquire long-lived assets to provide a future economic benefit beyond fiscal 2024.

**RELATED PARTY  
TRANSACTIONS**

**9 Months Ended  
Sep. 30, 2024**

**Related Party Transactions**

**[Abstract]**

**RELATED PARTY  
TRANSACTIONS**

**NOTE 4. RELATED PARTY TRANSACTIONS**

***Note 1: Lever Holdings 500K Notes Payable (\$500,000)***

Lever Holdings provided seed capital to Lever Technology Inc. for \$500,000 to start App in the United States. Lever Holdings provided the working base source code for the launch of the Company, valued at \$758,316 as the contributed tangible software. The Company estimated the value of the source code using the income and cost approach. The Company attributed 90% of its value to the cost approach, closest to the actual value of developing the source code.

On March 31, 2022, the Company converted all the outstanding notes into common stock by issuing 20,166,042 common stock valued at \$0.0248 per share to Lever Holdings. On May 31, 2022, the Lever Holdings Note balance was zero.

As a result of this conversion, Niloc Capital Pty Ltd. ("Niloc Capital"), an entity owned by Mr. McKendrick, received 7,500,000 common stock of the Company and founding shares of common and preferred stock. Niloc Capital transferred 220,000 shares to a software developer. Mr. Copulos received 9,177,438 common stock from the conversion through his four entities.

As of September 30, 2024, Mr. Copulos has funded the Company since its inception for \$3.43 million. Mr. Copulos currently owns 36,074,708 common stock of the Company, representing 53.61% of issued and outstanding common stock of the Company as of September 30, 2024. Mr. Copulos received these shares from the note conversion and for cash consideration.

**NOTES PAYABLE –  
RELATED PARTY**

**9 Months Ended  
Sep. 30, 2024**

**Notes Payable Related Party**

**NOTES PAYABLE –  
RELATED PARTY**

**NOTE 5. NOTES PAYABLE – RELATED PARTY**

***Note 2: Citywest 150K Notes Payable (\$150,000)***

On December 21, 2022, the Company borrowed \$150,000 at a 10% interest rate due on December 21, 2023, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 350,000 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 350,000 Shares. In case of IPO, the note is convertible into Common Stock up to \$150,000, at the IPO price per Share less 25% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 350,000 shares of common stock as a full settlement of the outstanding note.

**NOTE 5. NOTES PAYABLE – RELATED PARTY (continued)**

***Note 2: Eyeon 150K Notes Payable (\$150,000)***

On December 21, 2022, the Company borrowed \$150,000 at a 10% interest rate due on December 21, 2023, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 350,000 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 350,000 Shares. In case of IPO, the note is convertible into Common Stock up to \$150,000, at the IPO price per Share less 25% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 350,000 shares of common stock as a full settlement of the outstanding note.

***Note 3: Citywest 100K Notes Payable (\$100,000)***

On March 29, 2023, the Company borrowed \$100,000 at a 15% interest rate due on March 31, 2024, from Citywest Corp Pty Ltd ATF Copulas (Sunshine) Unit Trust (Citywest), directly benefiting Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, where the Company must repay the Loan from June 1, 2023, the borrower, following a repayment schedule or at Citywest's discretion convert the outstanding balance into equity at a 35% discount to sale or acquisition should the company undertake a liquidity event.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 220,808 shares of common stock as a full settlement of the outstanding note.

***Note 4: Eyeon I 100K Notes Payable (\$100,000)***

On March 29, 2023, the Company borrowed \$100,000 at a 15% interest rate due on March 31, 2024, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust (Eyeon), directly benefiting Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though

no further action on the part of the Company or the Holder, where the Company must repay the Loan from June 1, 2023, the borrower, following a repayment schedule or at Eyeon's discretion convert the outstanding balance into equity at a 35% discount to sale or acquisition should the company undertake a liquidity event.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 220,808 shares of common stock as a full settlement of the outstanding note.

***Note 5: Northrock 100K Notes Payable (\$100,000)***

On March 29, 2023, the Company borrowed \$100,000 at a 15% interest rate due on March 31, 2024, from Northrock Unit Capital Trust (Northrock), which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, where the Company must repay the Loan from June 1, 2023, the borrower, following a repayment schedule or at Northrock's discretion convert the outstanding balance into equity at a 35% discount to sale or acquisition should the company undertake a liquidity event.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 220,808 shares of common stock as a full settlement of the outstanding note.

***Note 6: Collin Phillips (\$6,599)***

On May 29, 2023, the Company borrowed \$6,599 at a 15% interest rate due on May 29, 2024, from Collin Phillips. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 13,998 Shares of Common Stock on a fully diluted basis.

Pursuant to the terms of the Conversion Notice dated October 1, 2023, the Company issued an aggregate of 13,998 shares of common stock as a full settlement of the outstanding note.

**NOTE 5. NOTES PAYABLE – RELATED PARTY (continued)**

***Note 7: Eyeon II 100K Notes Payable (\$100,000)***

On May 29, 2023, the Company borrowed \$100,000 at a 15% interest rate due on May 29, 2024, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 150,000 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 150,000 Shares. In case of IPO, the note is convertible into Common Stock to up to \$100,000, at the IPO price per Share less 30% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 209,534 shares of common stock as a full settlement of the outstanding note.

***Note 8: Eyeon 200K Notes Payable (\$200,000)***

On July 3, 2023, the Company borrowed \$200,000 at a 15% interest rate due on July 3, 2024, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 400,000 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 400,000 Shares. In case of IPO, the

note is convertible into Common Stock to up to \$500,000, at the IPO price per Share less 30% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 414,466 shares of common stock as a full settlement of the outstanding note.

***Note 9: Eyeon III 150K Notes Payable (\$150,000)***

On September 12, 2023, the Company borrowed \$150,000 at a 15% interest rate due on September 12, 2024, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 299,000 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 299,000 Shares. In case of IPO, the note is convertible into Common Stock to up to \$150,000, at the IPO price per Share less 30% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 299,000 shares of common stock as a full settlement of the outstanding note.

***Note 10: A&K Sfetcopoulos \$50K (\$50,000)***

On September 19, 2023, the Company borrowed \$50,000 at a 15% interest rate due on September 12, 2024, from A&K Sfetcopoulos Superannuation Pty Ltd. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 99,667 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 99,667 Shares. In case of IPO, the note is convertible into Common Stock to up to \$50,000, at the IPO price per Share less 30% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

Pursuant to the terms of the Conversion Notice dated September 28, 2023, the Company issued an aggregate of 100,000 shares of common stock as a full settlement of the outstanding note.

**NOTE 5. NOTES PAYABLE – RELATED PARTY (continued)**

***Note 11: Eyeon III 100K Notes Payable (\$100,000)***

On October 30, 2023, the Company borrowed \$100,000 at a 15% interest rate due on October 30, 2024, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 190,476 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 190,476 Shares. In case of IPO, the note is convertible into Common Stock to up to \$100,000, at the IPO price per Share less 30% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

As of September 30, 2024, the Note remained outstanding.

***Note 12: Eyeon 70K Notes Payable (\$70,000)***

On December 20, 2023, the Company borrowed \$70,000 at a 15% interest rate due on December 20, 2024, from Eyeon Investments Pty Ltd ATF Eyeon Investments Family Trust, which directly benefits Mr. Copulos. According to the conversion rights of the note, upon consummation of merger & acquisition or change of ownership, the entire Note shall automatically convert, though no further action on the part of the Company or the Holder, into 133,333 Shares of Common Stock on a fully diluted basis, but in no event will the conversion be less than 33,333 Shares. In case of

IPO, the note is convertible into Common Stock to up to \$70,000, at the IPO price per Share less 30% of the 7-day VWAP (Volume Weighted Average Price) discount per Share.

As of September 30, 2024, the Note remained outstanding.

***Trent McKendrick (Aspire) Loan***

In August 2023, Aspire Technologies LLC, a limited liability company controlled by Mr. McKendrick, who serves as Chief Executive Officer of the Company, contributed \$143,400 to the Company. This capital infusion was recorded as a non-interest-bearing loan to provide the Company's working capital. The loan is unsecured and due on demand. The Company entered the transaction on terms that, from the Company's perspective, are as favorable as could have been obtained from an unaffiliated third party. As of September 30, 2024, the outstanding balance was \$142,870.

**COMMITMENTS AND  
CONTINGENCIES**

**9 Months Ended  
Sep. 30, 2024**

**Commitments and  
Contingencies Disclosure**

**[Abstract]**

**COMMITMENTS AND  
CONTINGENCIES**

**NOTE 6. COMMITMENTS AND CONTINGENCIES**

***Office Facility and Other Operating Leases***

The rental expense was \$32,963 and \$75,979 for the nine months ending September 30, 2024, and 2023. The Company rents its servers, computers, and data center from an unrelated third party. Under the rent Agreement, the lessor provides furniture, fixtures, and leasehold improvements at Level 11, 9255 Subset Boulevard, West Hollywood, CA 90069 (Hollywood Office), as discussed in Note 2.

From May 2022 to the present, the Company leases office space in West Hollywood from an unrelated party for a year. The office's rent payment is \$6,845 per month as the General and administrative expenses.

The agreement continues month-to-month until the Company or the lessor chooses to terminate the agreement's terms by giving thirty (30) days' notice. The Company uses the office for software development and technical support. The Company has no long-term obligations to continue as a tenant in the Hollywood Office.

***Employment Agreement***

The Company gave all salary compensation to Mr. McKendrick as an employee, who committed a hundred percent (100%) of his time to the Company. The Company has not formalized performance bonuses and other incentive plans. Mr. McKendrick's annual salary compensation is \$208,000 per his employment agreement.

***Accrued Interest***

As of September 30, 2024, and December 31, 2023, the Company had \$0 and \$2,823 in accrued interests.

***Pending Litigation***

Management is not aware of any actions, suits, investigations, or proceedings (public or private) pending or threatened against or affecting any of the assets or any affiliate of the Company.

***Tax Compliance Matters***

The Company has not assessed federal and state payroll tax payments as there had been no taxable income. The Company will aggregate all such payments in the General and administrative expenses in the future.

**STOCKHOLDERS'  
EQUITY**

**9 Months Ended  
Sep. 30, 2024**

[Equity \[Abstract\]](#)

**STOCKHOLDERS' EQUITY NOTE 7. STOCKHOLDERS' EQUITY**

*Authorized Shares*

As of September 30, 2024, the Company's authorized capital stock consists of 50,000,000 shares of preferred stock, a par value of \$0.0001 per share, and 500,000,000 shares of common stock, a par value of \$0.0001 per share. As of September 30, 2024, the Company had 313,319,980 common shares and 5,000,000 preferred shares issued and outstanding. The preferred stock has twenty (20) votes for each share of preferred shares owned. The preferred shares have no other rights, privileges, and higher claims on the Company's assets and earnings than common stock.

*Preferred Stock*

On March 24, 2022, the Board agreed to issue 5,000,000 shares of Preferred Stock to TJM Capital LLC, a limited liability company owned by Mr. McKendrick as the founder, in consideration of services rendered to the Company. As of September 30, 2024, the Company had 5,000,000 preferred shares issued and outstanding.

*Common Stock*

On March 24, 2022, the Company collectively issued 7,250,000 and 2,750,000 at par value to TJM Capital LLC, a limited liability company owned by Mr. McKendrick and Trent McKendrick, respectively, as the founder and incorporator of the Company.

On March 24, 2022, the Company issued 27,500,000 shares to Eyeon Investment Pty Ltd., an entity controlled by Mr. Copulos, for the cash consideration of \$275,000.

On March 31, 2022, the Company issued 3,000,000 shares to an individual valued at \$30,000 for cash consideration.

On March 31, 2022, the Company issued 20,160,926 shares valued at \$500,000 to settle the \$500K Note with Lever Holdings.

**NOTE 7. STOCKHOLDERS' EQUITY (continued)**

On April 28, 2022, the Company issued 500,000 shares valued at \$250,000 for cash consideration received from Eyeon Investment Pty Ltd., an entity controlled by Mr. Copulos.

On April 28, 2022, the Company issued 466,667 shares valued at \$350,000 for cash consideration received from Eyeon Investment Pty Ltd., an entity controlled by Mr. Copulos.

On April 28, 2022, the Company issued 33,333 shares to an individual valued at \$25,000 for marketing and branding services rendered.

On May 26, 2022, the Company issued 2,000,000 shares valued at \$1,500,000 for cash consideration received from Eyeon Investment Pty Ltd., an entity controlled by Mr. Copulos.

On September 28, 2023, the Company entered into a conversion agreement (Conversion Notices) with Eyeon Investments Pty Ltd., Citywest Corp Pty Ltd., and Northrock Unit Capital Trust, whereby the noteholders agreed to convert the outstanding notes they held, with a principal amount totaling \$1,100,000 and any accrued interest thereon, into shares of the Company's common stock.

Pursuant to the terms of the Conversion Notices, the Company issued an aggregate of 2,285,424 shares of common stock as full settlement of the outstanding notes.

On October 1, 2023, the Company entered into a conversion agreement (Conversion Notice) with Collin Philips, whereby the noteholder agreed to convert the outstanding notes they held, with a principal amount totaling \$6,599 and any accrued interest thereon, into shares of the Company's common stock. Pursuant to the terms of the Conversion Notices, the Company issued an aggregate of 13,998 shares of common stock as full settlement of the outstanding notes.

***Warrants***

There are no outstanding warrants.

**OFF-BALANCE SHEET  
ARRANGEMENTS**

**9 Months Ended  
Sep. 30, 2024**

[Off-balance Sheet  
Arrangements](#)

[OFF-BALANCE SHEET  
ARRANGEMENTS](#)

**NOTE 8. OFF-BALANCE SHEET ARRANGEMENTS**

We have no off-balance sheet arrangements affecting our liquidity, capital resources, market risk support, credit risk support, or other benefits.

**SUBSEQUENT EVENTS**

**9 Months Ended  
Sep. 30, 2024**

[Subsequent Events \[Abstract\]](#)

[SUBSEQUENT EVENTS](#)

**NOTE 9. SUBSEQUENT EVENTS**

None.

**SUMMARY OF  
SIGNIFICANT  
ACCOUNTING POLICIES  
(Policies)**

**9 Months Ended**

**Sep. 30, 2024**

[Accounting Policies](#)

[\[Abstract\]](#)

[Basis of Presentation and  
Principles of Consolidation](#)

***Basis of Presentation and Principles of Consolidation***

The accompanying consolidated financial statements include the accounts of the Company. We have eliminated all intercompany balances and transactions. The Company has prepared consolidated financial statements consistent with the Company's accounting policies in its financial statements. The Company has measured and presented the Company's consolidated financial statements in US Dollars, which is the currency of the primary economic environment in which the Company operates (also known as its functional currency).

The Company has a wholly-owned subsidiary, Lever Technology, Inc. ("Lever Technology"), a California corporation. There are no operating activities for Lever Technology. In addition, on July 10, 2024 the Company entered into certain exchange agreements, with Nest Egg Investments LLC, a Delaware limited liability company ("Nest Egg"), Resolve Debt, LLC, a Wyoming limited liability company ("Resolve Debt") and Travl LLC, a Delaware limited liability company ("Travl"). Pursuant to the exchange agreements, Nest Egg, Resolve and Travl became the wholly-owned subsidiary of the Company. Nest Egg is an investment platform powered by artificial intelligence ("AI") with a focus on investing in the US and global stock markets using future-focused investment tools. It is designed to simplify investment strategies, making it easier for users to discover, plan, and automate their stock market investments. Nest Egg leverages advanced AI technology to provide personalized investment advice and automate trades, addressing the growing demand for user-friendly, digital-first financial solutions.

Resolve Debt is an AI first provider of advanced debt collection technology and accounts receivable automation solutions. The company leverages AI to enhance the efficiency and effectiveness of debt recovery processes. Resolve Debt caters to financial institutions and businesses seeking to streamline their collections operations and improve scalable actions with customer experience first, through its AI-agents and AI-powered customer facing intelligent automation.

Travl.App by Travl, LLC is an AI-powered, innovative travel planning, savings and bookings platform designed to streamline and enhance the travel planning experience. It is the first travel app to help users plan, book, and save for their trips using AI. The app caters to travelers seeking seamless booking and itinerary management, offering a comprehensive suite of features that include booking accommodations, flights, and activities, all in one user-friendly application. The platform also provides personalized recommendations based on user preferences and travel history.

[Consolidated Financial  
Statement Preparation and Use  
of Estimates](#)

***Consolidated Financial Statement Preparation and Use of Estimates***

The Company prepared the consolidated financial statements according to accounting principles generally accepted in the United States of America ("GAAP"). The preparation of consolidated financial statements in conformity with GAAP requires Management to make certain estimates, judgments, and assumptions that affect the reported amounts of assets and liabilities and the related disclosures at the date of the consolidated financial statements, as well as the reported amounts of revenue and expenses during the periods presented. Estimates include revenue recognition, the allowance for doubtful accounts, website and software development costs, and the recoverability of tangible assets with finite lives and other long-lived assets.

Actual results could materially differ from these estimates.

## Cash and Cash Equivalents

### ***Cash and Cash Equivalents***

Total cash and cash equivalents include cash on hand, deposits held with banks, and other short-term, highly liquid investments with three months or less of original maturities. The Company maintains its cash balances at a single financial institution. The balances did not exceed Federal Deposit Insurance Corporation (FDIC) limits as of September 30, 2024. On September 30, 2024, and December 31, 2023, the Company had \$510,797 and \$11,012 cash and cash equivalent held at the financial institution.

## Sales, Marketing, and Advertising

### ***Sales, Marketing, and Advertising***

The Company recognizes sales, marketing, and advertising expenses when incurred.

The Company incurred \$17,116 and \$211,410 in sales, marketing, and advertising costs (“sales and marketing”) for the nine months ending September 30, 2024, and 2023. The sales and marketing cost mainly included costs for the engagement of celebrities, cash and stock-based compensation for marketing consultants, SEO marketing, online marketing on industry websites, press releases, and public relations activities. The sales, marketing, and advertising expenses represented 1.43% and 17.49% of the total expenses for the nine months ending September 30, 2024, and 2023.

### **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

## Concentrations of Credit Risk

### ***Concentrations of Credit Risk***

#### ***Cash***

Total cash and cash equivalents include cash on hand, deposits held with banks, and other short-term, highly liquid investments with three months or less of original maturities. The Company maintains its cash balances at a single financial institution. The balances exceed Federal Deposit Insurance Corporation (FDIC) limits as of September 30, 2024. On September 30, 2024, and December 31, 2023, the Company had \$510,797 and \$11,012 cash and cash equivalent held at the financial institution.

## Research and Development (R and D) Cost

### ***Research and Development (R and D) Cost***

The Company acknowledges that future benefits from research and development (R and D) are uncertain. It cannot capitalize all the R and D. The GAAP accounting standards require us to expense all research and development expenditures as incurred. There were no R and D expenditures for the nine months ending September 30, 2024 and 2023.

## Legal Proceedings

### ***Legal Proceedings***

The Company discloses a loss contingency if at least a reasonable possibility that a material loss has been incurred. The Company records its best estimate of loss related to pending legal proceedings when the loss is probable and the amount can be reasonably estimated. The Company can reasonably estimate a range of loss with no best estimate; the Company records the minimum estimated liability. As additional information becomes available, the Company assesses the potential liability of pending legal proceedings, revises its estimates, and updates its disclosures accordingly. The Company’s legal costs associated with defending itself are recorded as expenses when incurred. The Company is currently not involved in any litigation.

## Impairment of Long-Lived Assets

### ***Impairment of Long-Lived Assets***

The Company reviews long-lived assets for impairment following FASB ASC 360, Property, Plant, and Equipment. We test long-lived assets for recoverability whenever events or circumstances change to indicate that the carrying amounts may not be recoverable. An impairment charge is

recognized for the amount if and when the asset's carrying value exceeds the fair value. There are no impairment charges for the nine months period ending September 30, 2024 and 2023.

## Provision for Income Taxes

### *Provision for Income Taxes*

The provision for income taxes is determined using the asset and liability method. Under this method, deferred tax assets and liabilities are based on the temporary differences between the consolidated financial statement and income tax bases of assets and liabilities using the enacted tax rates applicable each year.

The Company utilizes a two-step approach to recognizing and measuring uncertain tax positions ("tax contingencies"). The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes. The second step is to measure the tax benefit as the largest amount, which is more than 50% likely to be realized upon ultimate settlement. The Company considers many factors when evaluating and estimating its tax positions and benefits, requiring periodic adjustments, which may not accurately forecast actual outcomes. The Company includes interest and penalties related to tax contingencies in the provision of income taxes in the operations' consolidated statements. The Company's Management does not expect the total amount of unrecognized tax benefits to change significantly in the next twelve (12) months.

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

## Contributed Software Code

### *Contributed Software Code*

At the inception, Lever Holdings provided the working base source code for the launch of the Company, valued at \$772,000, as the contributed tangible software. The Company estimated the value of the source code using the cost approach as the related party contributed to it. The Company attributed 100% value to the cost approach, closest to the actual value of developing the source code.

## Software Development Costs

### *Software Development Costs*

By ASC 985-20, Software development costs, including costs to develop software sold, leased, or otherwise marketed, are capitalized after establishing technical feasibility, if significant. Using the straight-line amortization method over the application software's estimated useful life, we amortize the capitalized software development costs.

The Company established the technical feasibility of the Lever App's design specifications for the US market in 2022. By the end of March 31, 2022, the Company completed the activities (planning, designing, coding, and testing) necessary to establish that it can launch and market the App. The Company is revising the user interface and building additional features to better the App for official public launch in the fourth quarter of fiscal 2022.

The Company estimates the useful life of the software to be three (3) years. Amortization expense were \$134,839 and \$129,410 for the nine months ending in September 30, 2024, and 2023, and the Company classifies such costs as software amortization costs.

## Capitalized Software Costs

### *Capitalized Software Costs*

At September 30, 2024, the gross capitalized software assets were \$1,507,837. At the end of September 30, 2024, accumulated software amortization expenses were \$518,853. As a result, the unamortized balance of capitalized software on September 30, 2024, was \$988,984.

At December 31, 2023, the gross capitalized software assets were \$1,180,909. At the end of December 31, 2023, accumulated software amortization expenses were \$189,926. As a result, the unamortized balance of capitalized software on December 31, 2023, was \$993,984.

The Company launched version 1 of the App in August 2022. As a result, we are amortizing the gross capitalized cost as an amortization expense, which the Company classifies as such.

## Foreign Currency Translation and Re-measurement

### ***Foreign Currency Translation and Re-measurement***

The Company translates its foreign operations to US dollars following ASC 830, “*Foreign Currency Matters*.”

We have translated the local currency of ADS, the Australian Dollar (“AUD”), into US\$1.00 at the following exchange rates for the respective dates:

The exchange rate at the reporting end date:

	September 30, 2024
USD: AUD	\$ 1.4454

Average exchange rate for the period:

	January 1, 2024 to September 30, 2024
USD: AUD	\$ 1.5091

The Company related party transactions were in AUD, and its reporting currency is the US dollar.

### **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

The Company translates its records into USD as follows:

- Assets and liabilities at the rate of exchange in effect at the balance sheet date
- Equities at the historical rate
- Revenue and expense items at the average rate of exchange prevailing during the period

## Fair Value

### ***Fair Value***

The Company uses current market values to recognize certain assets and liabilities at a fair value. The fair value is the estimated price at which the Company can sell the asset or settle a liability in an orderly transaction to a third party under current market conditions. The Company uses the following methods and valuation techniques for deriving fair values:

**Market Approach** – The market approach uses the prices associated with actual market transactions for similar or identical assets and liabilities to derive a fair value.

**Income Approach** – The income approach uses estimated future cash flows or earnings, adjusted by a discount rate representing the time value of money and the risk of cash flows not being achieved to derive a discounted present value.

**Cost Approach** – The cost approach uses the estimated cost to replace an asset adjusted for the obsolescence of the existing asset.

The Company ranks the fair value hierarchy of information sources from Level 1 (best) to Level 3 (worst). The Company uses these three levels to select inputs for valuation techniques:

<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Level 1 is a quoted price for an identical item in an active market on the measurement date. Level 1 is the most reliable evidence of fair value and is used whenever this information is available.	Level 2 is directly or indirectly observable inputs other than quoted prices. An example of a Level 2 input is a valuation multiple for a business unit based on comparable companies' sales, EBITDA, or net income.	Level 3 is an unobservable input. It may include the Company's data, adjusted for other reasonably available information. Examples of a Level 3 input are an internally-generated financial forecast.

Lever Holdings provided the working base source code for the launch of the Company, valued at \$758,316 as the contributed tangible software. The Company estimated the value of the source code using the cost approach as the related party contributed it. The Company attributed 100% value to the cost approach, closest to the actual value of developing the source code.

### [Basic and Diluted Loss per Share](#)

#### ***Basic and Diluted Loss per Share***

The Company follows ASC 260, Earnings Per Share, to account for earnings per share. Basic earnings per share ("EPS") calculations are determined by dividing net loss by the weighted average number of shares of common stock outstanding during the year. Diluted earnings per share calculations are determined by dividing net loss by the weighted average number of common shares and dilutive common share equivalents outstanding. As of September 30, 2024, the Company had 313,319,980 basic and dilutive shares issued and outstanding, respectively.

During the nine months ending September 30, 2024, and 2023, common stock equivalents were anti-dilutive due to a net loss. Hence, they are not considered in the computation.

#### **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

### [Recent Accounting Pronouncements](#)

#### ***Recent Accounting Pronouncements***

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606), which supersedes the revenue recognition requirements in Topic 605, Revenue Recognition, including most industry-specific requirements. ASU 2014-09 establishes a five-step revenue recognition process; an entity will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. ASU 2014-09 also requires enhanced disclosures regarding the nature, amount, timing, and uncertainty of revenues and cash flows from customers' contracts. In August 2015, the FASB issued ASU 2015-14, Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date, which defers the effective date of ASU 2014-09 by one (1) year. The Company adopted ASC 606 using the modified retrospective method applied to all contracts not completed as of January 1, 2019. The Company presents results for reporting periods beginning after January 1, 2019, under ASC 606, while prior period amounts are reported following legacy GAAP. Refer to Note 2, Revenue from Major Contracts with Customers, for further discussion on the Company's accounting policies for revenue sources within the scope of ASC 606.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 840), to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The amendments to this standard are effective for fiscal years beginning after December 15, 2019. Early adoption of the amendments in this standard is permitted for all entities. The Company must recognize and measure leases at the beginning of the earliest period presented using a modified retrospective

approach. The Company adopted this policy as of January 1, 2020, and there is no material affect on its financial reporting.

In August 2018, the FASB issued ASU 2018-13, “Fair Value Measurement (Topic 820): Disclosure Framework-Changes to the Disclosure Requirements for Fair Value Measurement.” The amendments modify the disclosure requirements in Topic 820 to add disclosures regarding changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, and the narrative description of measurement uncertainty. The amendments removed and modified certain disclosure requirements in Topic 820. The amendments are effective for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. Certain amendments are to be applied prospectively, while others are to be applied retrospectively. Early adoption is permitted.

The Company adopted the ASU 2018-13 as of March 24, 2022. The Company used the Level II and II Fair Market Measurement to record, at cost, source code as tangible assets valued at \$758,316. We evaluate contributed tangible software for impairment at least annually to confirm if the carrying amount of contributed tangible software exceeds their fair value. The contributed tangible software primarily consists of the source code of the Lever Debt App, fundamental testing of the App in a similar market, and a relationship with the software development and marketing team. We use various qualitative or quantitative methods for these impairment tests to estimate the fair value of our contributed tangible software. If the fair value is less than its carrying value, we would recognize an impairment charge for the difference. The Company did not record impairment for March 31, 2023.

ASU 2020-06, “Debt – Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging – Contracts in Entity’s Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity’s Own Equity”, issued in August 2020 simplifies the accounting for convertible debt and convertible preferred stock by removing the requirements to present certain conversion features in equity separately. In addition, the amendments also simplify the guidance in ASC Subtopic 815-40, Derivatives and Hedging: Contracts in Entity’s Own Equity, by removing certain criteria that must be satisfied to classify a contract as equity, which is expected to decrease the number of freestanding instruments and embedded derivatives accounted for as assets or liabilities. Finally, the amendments revise the guidance on calculating earnings per share, requiring the use of the if-converted method for all convertible instruments and rescinding an entity’s ability to rebut the presumption of share settlement for instruments that may be settled in cash or other assets. The amendments are effective for public companies for fiscal years beginning after December 15, 2021. Early adoption is permitted, but no earlier than fiscal years beginning after December 15, 2020. The guidance must be adopted as of the beginning of the fiscal year of adoption. The Company does not expect this ASU 2020-06 to impact its condensed consolidated financial statements.

Other recent accounting pronouncements issued by the FASB (including its Emerging Issues Task Force) and the United States Securities and Exchange Commission did not or are not believed by Management to have a material impact on the Company’s present or future consolidated financial statements.

**SUMMARY OF  
SIGNIFICANT  
ACCOUNTING POLICIES  
(Tables)**

**9 Months Ended**

**Sep. 30, 2024**

[Accounting Policies \[Abstract\]](#)

[SCHEDULE OF FOREIGN EXCHANGE RATES](#) The exchange rate at the reporting end date:

	September 30, 2024
USD: AUD	\$ 1.4454

Average exchange rate for the period:

	January 1, 2024 to September 30, 2024
USD: AUD	\$ 1.5091

BUSINESS DESCRIPTION AND NATURE OF OPERATIONS (Details Narrative) - USD (\$)	3 Months Ended		9 Months Ended
	Sep. 30, 2024	Mar. 31, 2024	Sep. 30, 2024
<b><u>Short-Term Debt [Line Items]</u></b>			
<u>Loan borrowings</u>		\$ 43,000,000	
<u>Acquisition costs</u>		\$ 30	
<u>Subscription price per user</u>	\$ 79.99	79.99	
<u>Marketing and sales</u>		150,000	
<u>Alternative investment</u>	5,000	\$ 5,000	
<u>Collaboration description</u>			By collaborating with Bolis Media, a global media powerhouse with a publishing network reaching over 120 million followers and partnerships that extend its reach to 2.5 billion, we aim to amplify our presence across multiple platforms effectively.
<u>Increase in customer acquisition cost</u>		30.00%	
<u>Loans payable current</u>	28,950	\$ 28,950	
<u>Status of student loan default, description</u>			Student loan default happens after a missed payment period after approximately 270 days (or nine months) past due. Private student loans typically default after three missed payments (typically three months). Still, according to the lender's terms and conditions, it can happen after one missed payment. Around 9.7% of student loan borrowers default after entering repayment within a couple of years.
<u>Student loan default status, description</u>			Student loan default generally occurs after a borrower misses payments for about 270 days (nine months) for federal loans, while private student loans may default after three missed payments, depending on the lender's terms. Around 9.7% of student loan borrowers are expected to default after entering repayment within the first few years, creating an urgent need for innovative tools to help borrowers stay on track with payments and avoid penalties.
<u>Accounts receivable</u>	21,000,000,000		\$ 21,000,000,000
<u>Student Loan [Member]</u>			
<b><u>Short-Term Debt [Line Items]</u></b>			
<u>Loan borrowings</u>		43,000,000	
<u>Debt forgiveness per borrowers</u>		10,000	
<u>Debt forgiveness</u>		230,000,000,000	
<u>Student Debt [Member]</u>			

**Short-Term Debt [Line  
Items]**

<u>Loan borrowings</u>	\$ 43,400,000	
<u>Loans payable current</u>		\$ 1,750
<u>Percentage of debt owed</u>	92.00%	92.00%
<u>Loans payable current</u>	\$ 1,750	\$ 1,750

**Private Lenders [Member]**

**Short-Term Debt [Line  
Items]**

<u>Percentage of debt owed</u>	8.00%	8.00%
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**Parent PLUS Loans [Member]**

**Short-Term Debt [Line  
Items]**

<u>Outstanding loan</u>	\$ 28,778	\$ 28,778
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**SCHEDULE OF FOREIGN  
EXCHANGE RATES  
(Details)**

**Sep. 30, 2024**

Exchange Rate [Member]

Share-Based Compensation Arrangement by Share-Based Payment Award [Line Items]

USD AUD

1.4454

Average Exchange Rate [Member]

Share-Based Compensation Arrangement by Share-Based Payment Award [Line Items]

USD AUD

1.5091

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Details Narrative) - USD (\$)	3 Months Ended		9 Months Ended		12 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Mar. 24, 2022
<b><u>Finite-Lived Intangible Assets [Line Items]</u></b>						
<u>Cash and cash equivalent</u>	\$ 510,797		\$ 510,797		\$ 11,012	
<u>Selling and marketing expense</u>	9,929	\$ 164,245	\$ 17,116	\$ 211,410		
<u>Percentage of selling and marketing expense</u>			1.43%	17.49%		
<u>Research and development expense</u>			\$ 0	\$ 0		
<u>Asset impairment charges</u>			0	0		
<u>Tangible software</u>	\$ 758,316		\$ 758,316			\$ 772,000
<u>Software's useful life</u>	3 years		3 years			
<u>Amortization of intangible assets</u>			\$ 134,839			
<u>Anti-dilutive shares issued and outstanding</u>			313,319,980			
<u>500K Notes Payable [Member]</u>						
<b><u>Finite-Lived Intangible Assets [Line Items]</u></b>						
<u>Tangible software</u>	\$ 758,316		\$ 758,316			
<u>Software Development Cost [Member]</u>						
<b><u>Finite-Lived Intangible Assets [Line Items]</u></b>						
<u>Amortization of intangible assets</u>			134,839	\$ 129,410		
<u>Computer Software, Intangible Asset [Member]</u>						
<b><u>Finite-Lived Intangible Assets [Line Items]</u></b>						
<u>Amortization of intangible assets</u>			518,853		189,926	
<u>Capitalized software</u>	1,507,837		1,507,837		1,180,909	
<u>Unamortized balance of capitalized software</u>	\$ 988,984		\$ 988,984		\$ 993,984	

GOING CONCERN (Details  
Narrative) - USD (\$)

Sep. 30,  
2024

Dec. 31,  
2023

Organization, Consolidation and Presentation of Financial Statements

[Abstract]

Accumulated deficit

\$ 9,157,767 \$ 4,908,051

Working captial surplus

610,897

Cash and cash equivalents

\$ 510,797 \$ 11,012

RELATED PARTY TRANSACTIONS (Details Narrative) - USD (\$)	9 Months Ended			
	Mar. 31, 2022	Sep. 30, 2024	Dec. 31, 2023	Mar. 24, 2022
<b><u>Related Party Transaction [Line Items]</u></b>				
<u>Tangible software</u>		\$ 758,316		\$ 772,000
<u>Shares issued price per share</u>		\$ 0.75		
<u>Due from to related party</u>		\$ 88,278		
<u>500K Notes Payable [Member]</u>				
<b><u>Related Party Transaction [Line Items]</u></b>				
<u>Notes payable related parties</u>		500,000		
<u>Tangible software</u>		\$ 758,316		
<u>Cost approach percentage</u>		90.00%		
<u>500K Notes Payable [Member]   Mr Mc Kendrick [Member]</u>				
<b><u>Related Party Transaction [Line Items]</u></b>				
<u>Number of shares issued</u>	7,500,000			
<u>500K Notes Payable [Member]   Mr Mc Kendrick [Member]   Software Developer [Member]</u>				
<b><u>Related Party Transaction [Line Items]</u></b>				
<u>Number of shares issued</u>	220,000			
<u>500K Notes Payable [Member]   Mr Stephen Copulos [Member]</u>				
<b><u>Related Party Transaction [Line Items]</u></b>				
<u>Number of shares issued</u>		36,074,708		
<u>Due from to related party</u>		\$ 3,430,000		
<u>Issued and outstanding of common stock percentage</u>		53.61%		
<u>500K Notes Payable [Member]   Mr Stephen Copulos [Member]   Software Developer [Member]</u>				
<b><u>Related Party Transaction [Line Items]</u></b>				
<u>Number of shares issued</u>	9,177,438			
<u>500K Notes Payable [Member]   Lever Holdings Pty Ltd [Member]</u>				
<b><u>Related Party Transaction [Line Items]</u></b>				
<u>Conversion of convertible securities, shares</u>	20,166,042			
<u>Shares issued price per share</u>	\$ 0.0248			

NOTES PAYABLE – RELATED PARTY (Details Narrative) - USD (\$)	Dec. 20, 2023	Oct. 30, 2023	Oct. 01, 2023	Sep. 28, 2023	Sep. 19, 2023	Sep. 12, 2023	Jul. 03, 2023	May 29, 2023	Mar. 29, 2023	Dec. 21, 2022	Sep. 30, 2024	Aug. 31, 2023
<a href="#">Aspire Technologies LLC</a> <a href="#">[Member]</a> <a href="#">Notes payable related parties</a>											\$	\$
											142,870	143,400
<a href="#">50K Notes Payable [Member]  </a> <a href="#">A and K Sfetcopulos</a> <a href="#">Superannuation Pty Ltd</a> <a href="#">[Member]</a> <a href="#">Notes payable related parties</a>					\$							
					50,000							
<a href="#">Interest rate</a>					15.00%							
<a href="#">Debt instrument maturity date</a>					Sep.							
					12,							
					2024							
<a href="#">Number of shares converted</a>					100,000	99,667						
<a href="#">50K Notes Payable [Member]  </a> <a href="#">A and K Sfetcopulos</a> <a href="#">Superannuation Pty Ltd</a> <a href="#">[Member]   IPO [Member]</a> <a href="#">Notes payable related parties</a>					\$							
					50,000							
<a href="#">Shares percent</a>					30.00%							
<a href="#">50K Notes Payable [Member]  </a> <a href="#">A and K Sfetcopulos</a> <a href="#">Superannuation Pty Ltd</a> <a href="#">[Member]   Maximum</a> <a href="#">[Member]</a> <a href="#">Number of shares converted</a>					99,667							
<a href="#">Citywest Corp Pty Ltd</a> <a href="#">[Member]   150K Notes</a> <a href="#">Payable [Member]</a> <a href="#">Number of shares converted</a>										350,000		
<a href="#">Citywest Corp Pty Ltd</a> <a href="#">[Member]   150K Notes</a> <a href="#">Payable [Member]   IPO</a> <a href="#">[Member]</a> <a href="#">Notes payable related parties</a>										\$		
										150,000		
<a href="#">Shares percent</a>										25.00%		
<a href="#">Citywest Corp Pty Ltd</a> <a href="#">[Member]   150K Notes</a> <a href="#">Payable [Member]   Maximum</a> <a href="#">[Member]</a> <a href="#">Number of shares converted</a>											350,000	
<a href="#">Citywest Corp Pty Ltd</a> <a href="#">[Member]   150K Notes</a> <a href="#">Payable [Member]   Mr</a> <a href="#">Stephen Copulos [Member]</a> <a href="#">Notes payable related parties</a>										\$		
										150,000		
<a href="#">Interest rate</a>										10.00%		

<u>Debt instrument maturity date</u>		Dec. 21, 2023
<u>Number of shares converted</u> <u>Citywest Corp Pty Ltd</u> <u>[Member]   100K Notes</u> <u>Payable [Member]</u>	350,000	
<u>Acquisition percentage</u> <u>Citywest Corp Pty Ltd</u> <u>[Member]   100K Notes</u> <u>Payable [Member]   Mr</u> <u>Stephen Copulos [Member]</u>		35.00%
<u>Notes payable related parties</u>		\$ 100,000
<u>Interest rate</u>		15.00%
<u>Debt instrument maturity date</u>		Mar. 31, 2024
<u>Number of shares converted</u> <u>Eyeon Corp Pty Ltd [Member]</u> <u>  150K Notes Payable</u> <u>[Member]</u>	220,808	
<u>Number of shares converted</u> <u>Eyeon Corp Pty Ltd [Member]</u> <u>  150K Notes Payable</u> <u>[Member]   IPO [Member]</u>		350,000
<u>Notes payable related parties</u>		\$ 150,000
<u>Shares percent</u> <u>Eyeon Corp Pty Ltd [Member]</u> <u>  150K Notes Payable</u> <u>[Member]   Maximum</u> <u>[Member]</u>		25.00%
<u>Number of shares converted</u> <u>Eyeon Corp Pty Ltd [Member]</u> <u>  150K Notes Payable</u> <u>[Member]   Mr Stephen</u> <u>Copulos [Member]</u>		350,000
<u>Notes payable related parties</u>		\$ 150,000
<u>Interest rate</u>		10.00%
<u>Debt instrument maturity date</u>		Dec. 21, 2023
<u>Number of shares converted</u> <u>Eyeon I Investments Pty Ltd</u> <u>[Member]   100K Notes</u> <u>Payable [Member]   Mr</u> <u>Stephen Copulos [Member]</u>	350,000	
<u>Notes payable related parties</u>		\$ 100,000
<u>Interest rate</u>		15.00%
<u>Debt instrument maturity date</u>		Mar. 31, 2024

<a href="#">Number of shares converted</a>	220,808	
<a href="#">Acquisition percentage</a>		35.00%
<a href="#">Northrock Unit Capital Trust</a>		
<a href="#">[Member]   100K Notes</a>		
<a href="#">Payable [Member]   Mr</a>		
<a href="#">Stephen Copulos [Member]</a>		
<a href="#">Notes payable related parties</a>		\$
		100,000
<a href="#">Interest rate</a>		15.00%
<a href="#">Debt instrument maturity date</a>		Mar.
		31,
		2024
<a href="#">Number of shares converted</a>	220,808	
<a href="#">Acquisition percentage</a>		35.00%
<a href="#">Collin Phillips [Member]</a>		
<a href="#">Notes payable related parties</a>		\$ 6,599
<a href="#">Interest rate</a>		15.00%
<a href="#">Debt instrument maturity date</a>		May
		29,
		2024
<a href="#">Number of shares converted</a>	13,998	13,998
<a href="#">Eyeon II Investments Pty Ltd</a>		
<a href="#">[Member]   100K Notes</a>		
<a href="#">Payable [Member]</a>		
<a href="#">Number of shares converted</a>		150,000
<a href="#">Eyeon II Investments Pty Ltd</a>		
<a href="#">[Member]   100K Notes</a>		
<a href="#">Payable [Member]   IPO</a>		
<a href="#">[Member]</a>		
<a href="#">Notes payable related parties</a>		\$
		100,000
<a href="#">Shares percent</a>		30.00%
<a href="#">Eyeon II Investments Pty Ltd</a>		
<a href="#">[Member]   100K Notes</a>		
<a href="#">Payable [Member]   Maximum</a>		
<a href="#">[Member]</a>		
<a href="#">Number of shares converted</a>		150,000
<a href="#">Eyeon II Investments Pty Ltd</a>		
<a href="#">[Member]   100K Notes</a>		
<a href="#">Payable [Member]   Mr</a>		
<a href="#">Stephen Copulos [Member]</a>		
<a href="#">Notes payable related parties</a>		\$
		100,000
<a href="#">Interest rate</a>		15.00%
<a href="#">Debt instrument maturity date</a>		May
		29,
		2024
<a href="#">Number of shares converted</a>	209,534	
<a href="#">Eyeon Investments Pty Ltd</a>		
<a href="#">[Member]   200K Notes</a>		
<a href="#">Payable [Member]</a>		
<a href="#">Number of shares converted</a>		400,000
<a href="#">Eyeon Investments Pty Ltd</a>		
<a href="#">[Member]   200K Notes</a>		

<a href="#">Payable [Member]   IPO [Member]</a>		
<a href="#">Notes payable related parties</a>		\$ 500,000
<a href="#">Shares percent</a>		30.00%
<a href="#">Eyeon Investments Pty Ltd [Member]   200K Notes Payable [Member]   Maximum [Member]</a>		
<a href="#">Number of shares converted</a>		400,000
<a href="#">Eyeon Investments Pty Ltd [Member]   200K Notes Payable [Member]   Mr Stephen Copulos [Member]</a>		
<a href="#">Notes payable related parties</a>		\$ 200,000
<a href="#">Interest rate</a>		15.00%
<a href="#">Debt instrument maturity date</a>		Jul. 03, 2024
<a href="#">Number of shares converted</a>	414,466	
<a href="#">Eyeon Investments Pty Ltd [Member]   70K Notes Payable [Member]</a>		
<a href="#">Number of shares converted</a>	133,333	
<a href="#">Eyeon Investments Pty Ltd [Member]   70K Notes Payable [Member]   IPO [Member]</a>		
<a href="#">Notes payable related parties</a>		\$ 70,000
<a href="#">Shares percent</a>		30.00%
<a href="#">Eyeon Investments Pty Ltd [Member]   70K Notes Payable [Member]   Maximum [Member]</a>		
<a href="#">Number of shares converted</a>	33,333	
<a href="#">Eyeon Investments Pty Ltd [Member]   70K Notes Payable [Member]   Mr Stephen Copulos [Member]</a>		
<a href="#">Notes payable related parties</a>		\$ 70,000
<a href="#">Interest rate</a>		15.00%
<a href="#">Debt instrument maturity date</a>		Dec. 20, 2024
<a href="#">Eyeon III Investments Pty Ltd [Member]   100K Notes Payable [Member]</a>		
<a href="#">Number of shares converted</a>	190,476	
<a href="#">Eyeon III Investments Pty Ltd [Member]   100K Notes Payable [Member]   IPO [Member]</a>		
<a href="#">Notes payable related parties</a>		\$ 100,000

<a href="#">Shares percent</a>	30.00%	
<a href="#">Eyeon III Investments Pty Ltd</a> <a href="#">[Member]</a>   <a href="#">100K Notes</a> <a href="#">Payable</a> <a href="#">[Member]</a>   <a href="#">Maximum</a> <a href="#">[Member]</a>		
<a href="#">Number of shares converted</a>	190,476	
<a href="#">Eyeon III Investments Pty Ltd</a> <a href="#">[Member]</a>   <a href="#">100K Notes</a> <a href="#">Payable</a> <a href="#">[Member]</a>   <a href="#">Mr</a> <a href="#">Stephen Copulos</a> <a href="#">[Member]</a> <a href="#">Notes payable related parties</a>		\$ 100,000
<a href="#">Interest rate</a>	15.00%	
<a href="#">Debt instrument maturity date</a>	Oct. 30, 2024	
<a href="#">Eyeon III Investments Pty Ltd</a> <a href="#">[Member]</a>   <a href="#">150K Notes</a> <a href="#">Payable</a> <a href="#">[Member]</a>		
<a href="#">Number of shares converted</a>		299,000
<a href="#">Eyeon III Investments Pty Ltd</a> <a href="#">[Member]</a>   <a href="#">150K Notes</a> <a href="#">Payable</a> <a href="#">[Member]</a>   <a href="#">IPO</a> <a href="#">[Member]</a> <a href="#">Notes payable related parties</a>		\$ 150,000
<a href="#">Shares percent</a>		30.00%
<a href="#">Eyeon III Investments Pty Ltd</a> <a href="#">[Member]</a>   <a href="#">150K Notes</a> <a href="#">Payable</a> <a href="#">[Member]</a>   <a href="#">Maximum</a> <a href="#">[Member]</a>		
<a href="#">Number of shares converted</a>		2,990,000
<a href="#">Eyeon III Investments Pty Ltd</a> <a href="#">[Member]</a>   <a href="#">150K Notes</a> <a href="#">Payable</a> <a href="#">[Member]</a>   <a href="#">Mr</a> <a href="#">Stephen Copulos</a> <a href="#">[Member]</a> <a href="#">Notes payable related parties</a>		\$ 150,000
<a href="#">Interest rate</a>		15.00%
<a href="#">Debt instrument maturity date</a>		Sep. 12, 2024
<a href="#">Number of shares converted</a>	299,000	

**COMMITMENTS AND  
CONTINGENCIES (Details  
Narrative) - USD (\$)**

	9 Months Ended		23 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023	Mar. 31, 2024	Dec. 31, 2023
<b><u>Loss Contingencies [Line Items]</u></b>				
<u>Accrued interest</u>				\$ 2,823
<u>Mr Mc Kendrick [Member]</u>				
<b><u>Loss Contingencies [Line Items]</u></b>				
<u>Annual salary compensation</u>	208,000			
<u>Unrelated Third Party [Member]</u>				
<b><u>Loss Contingencies [Line Items]</u></b>				
<u>Rent payment per month</u>	\$ 32,963	\$ 75,979		
<u>Unrelated Third Party [Member]   General and Administrative Expense [Member]</u>				
<b><u>Loss Contingencies [Line Items]</u></b>				
<u>Rent payment per month</u>			\$ 6,845	

STOCKHOLDERS' EQUITY (Details Narrative) - USD (\$)	May 26, 2022	Apr. 28, 2022	Mar. 31, 2022	Mar. 24, 2022	3 Months Ended Sep. 30, 2024	9 Months Ended Sep. 30, 2024	Dec. 31, 2023	Oct. 01, 2023	Sep. 28, 2023
<u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u>									
<u>Preferred stock shares authorized</u>					50,000,000	50,000,000	50,000,000		
<u>Preferred stock, par value</u>					\$ 0.0001	\$ 0.0001	\$ 0.0001		
<u>Common stock shares authorized</u>					500,000,000	500,000,000	500,000,000		
<u>Common stock, par value</u>					\$ 0.0001	\$ 0.0001	\$ 0.0001		
<u>Common stock shares issued</u>					313,319,980	313,319,980	67,617,138		
<u>Common stock, shares outstanding</u>					313,319,980	313,319,980	67,617,138		
<u>Preferred stock, shares issued</u>					5,000,000	5,000,000	5,000,000		
<u>Preferred stock, shares outstanding</u>					5,000,000	5,000,000	5,000,000		
<u>Preferred stock voting rights</u>									
<u>Cash consideration</u>					\$ 999,980				
<u>Principal amount</u>					\$ 28,950	\$ 28,950			
<u>Common Stock [Member]</u>									
<u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u>									
<u>Number of shares issued</u>					310,619,681				
<u>Cash consideration</u>					\$ 2,297				
<u>500K Note [Member]</u>									
<u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u>									
<u>Number of shares issued</u>				20,160,926					
<u>Cash consideration</u>				\$ 500,000					
<u>Individual Counterparty [Member]</u>									
<u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u>									
<u>Number of shares issued for service</u>									
<u>Number of shares issued</u>				33,333					
<u>Cash consideration</u>									
<u>Number of shares issued</u>				3,000,000					
<u>Cash consideration</u>				\$ 30,000					

<u>Shares issued for service, value</u>	\$	25,000		
<u>Collin Philips [Member]   Conversion Agreement [Member]</u>				
<b><u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u></b>				
<u>Common stock shares issued Principal amount</u>				13,998 \$ 6,599
<u>TJM Capital LLC [Member]   Mr Mc Kendrick [Member]</u>				
<b><u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u></b>				
<u>Number of shares issued for service</u>			5,000,000	
<u>Number of shares issued</u>			7,250,000	
<u>TJM Capital LLC [Member]   Trent McKendrick [Member]</u>				
<b><u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u></b>				
<u>Number of shares issued</u>			2,750,000	
<u>Eyeon Investment Pty Ltd [Member]   Mr Stephen Copulos [Member]</u>				
<b><u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u></b>				
<u>Number of shares issued</u>	2,000,000	500,000		27,500,000
<u>Cash consideration</u>	\$	\$		\$ 275,000
	1,500,000	250,000		
<u>Eyeon Investment Pty Ltd [Member]   Mr Stephen Copulos [Member]   Common Stock [Member]</u>				
<b><u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u></b>				
<u>Number of shares issued</u>		466,667		
<u>Cash consideration</u>		\$		
		350,000		
<u>Eyeon Investments Pty Ltd [Member]   Conversion Agreement [Member]</u>				
<b><u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u></b>				
<u>Common stock shares issued Principal amount</u>				2,285,424 \$ 1,100,000









1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods used to collect and analyze data. It includes a detailed description of the sampling process and the statistical techniques employed to interpret the results.

3. The third part of the document presents the findings of the study. It highlights the key trends and patterns observed in the data, as well as the implications of these findings for the industry and the broader economy.

4. The fourth part of the document discusses the limitations of the study and the potential areas for future research. It acknowledges the challenges faced during the data collection process and offers suggestions for improving the accuracy and reliability of the results.

5. The fifth part of the document provides a conclusion and a summary of the main points. It reiterates the importance of the study and the need for continued research in this field.

6. The sixth part of the document includes a list of references and a bibliography. It cites the various sources used in the study, including academic journals, books, and industry reports.

7. The seventh part of the document contains a list of appendices and a glossary. It provides additional information and definitions for the terms used in the document.

8. The eighth part of the document includes a list of figures and tables. It provides visual representations of the data and summarizes the key findings in a concise and easy-to-understand format.

9. The ninth part of the document contains a list of footnotes and a list of errata. It provides additional information and corrections for any errors or omissions in the document.

10. The tenth part of the document includes a list of acknowledgments and a list of contributors. It expresses gratitude to the individuals and organizations that supported the study and provided valuable input and feedback.

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1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods used to collect and analyze data. It includes a detailed description of the sampling process and the statistical techniques employed to ensure the reliability of the results.

3. The third part of the document presents the findings of the study. It highlights the key trends and patterns observed in the data, as well as the implications of these findings for the industry and the broader economy.

4. The fourth part of the document discusses the limitations of the study and the potential areas for future research. It acknowledges the challenges faced during the data collection and analysis process and offers suggestions for how these challenges can be addressed in future studies.

5. The fifth part of the document provides a conclusion and a summary of the main points discussed throughout the report. It reiterates the importance of accurate record-keeping and the need for ongoing research in this field.

6. The sixth part of the document includes a list of references and a bibliography. It cites the various sources of information used in the study, including academic journals, books, and industry reports.

7. The seventh part of the document contains a list of appendices and supplementary materials. These materials provide additional data and information that support the findings of the study.

8. The eighth part of the document includes a list of figures and tables. These visual aids help to illustrate the data and make it easier to understand the results of the study.

9. The ninth part of the document contains a list of footnotes and endnotes. These notes provide additional information and clarification on specific points mentioned in the text.

10. The tenth part of the document includes a list of acknowledgments and a thank-you note. It expresses appreciation to the individuals and organizations that provided support and assistance during the course of the study.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities.

2. This section outlines the various methods used to collect and analyze data, including surveys, interviews, and focus groups.

3. The following table provides a summary of the key findings from the research, highlighting the most significant trends and patterns.

4. In addition, the document includes a detailed analysis of the data, exploring the underlying causes and implications of the observed results.

5. The final section of the report offers practical recommendations and suggestions for future research, based on the insights gained from this study.

6. Overall, the findings of this research provide valuable insights into the complex nature of the phenomenon being studied, and have important implications for practice and policy.

7. The document concludes by emphasizing the need for continued research and collaboration in this field, to further our understanding and address the challenges ahead.

8. Finally, the authors express their appreciation to the many individuals and organizations that supported this research, and look forward to future opportunities for collaboration.

9. The authors also acknowledge the limitations of this study, and the need for further research to address these gaps in knowledge.

10. In conclusion, this research has provided a comprehensive overview of the current state of knowledge in this area, and offers a clear path forward for future research and practice.

11. The authors hope that these findings will be helpful to others in the field, and encourage them to continue exploring these important issues.

12. The document is intended as a resource for researchers, practitioners, and policymakers alike, and is available for free download and use.

13. The authors also welcome any feedback or comments from readers, and encourage them to contact them if they have any questions or suggestions.

14. Finally, the authors thank the reviewers for their helpful comments and suggestions, which have greatly improved the quality of this document.

15. The authors also thank the funding agencies that supported this research, and the many individuals who assisted in the data collection and analysis process.

16. The authors also acknowledge the contributions of the many individuals and organizations that have supported the research community over the years.

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9. The ninth part of the document includes a list of equations and formulas. It provides a clear and concise explanation of each equation and formula, including the variables used and the units of measurement.

10. The tenth part of the document includes a list of definitions and abbreviations. It provides a clear and concise explanation of each term and abbreviation used in the document, ensuring that all readers can understand the content.



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1. **Introduction**  
The purpose of this report is to provide a comprehensive overview of the current state of the global economy and the challenges it faces. This report will analyze the impact of the COVID-19 pandemic on the world's major economies and discuss the potential long-term effects on the global financial system.

2. **Global Economic Overview**  
The global economy has experienced a significant downturn since the onset of the COVID-19 pandemic in early 2020. Most major economies, including the United States, Europe, and China, have seen a sharp decline in GDP. The World Bank estimates that global GDP fell by 3.5% in 2020, with a projected recovery of 5.9% in 2021.

3. **Impact of COVID-19**  
The COVID-19 pandemic has had a profound impact on the global economy. It has led to widespread job losses, reduced consumer spending, and a collapse in stock markets. The pandemic has also highlighted the importance of public health and the need for governments to implement effective containment measures.

4. **Key Economic Indicators**  
Key economic indicators such as GDP, inflation, and unemployment rates are crucial for understanding the state of the economy. In 2020, global inflation fell to its lowest point in decades, while unemployment rates rose significantly. The Federal Reserve in the United States has responded by implementing a series of monetary policy measures, including rate cuts and quantitative easing.

5. **Global Trade and Supply Chains**  
The pandemic has disrupted global trade and supply chains, leading to shortages of goods and services. The World Trade Organization (WTO) reports that global trade in goods fell by 13% in 2020. The disruption of supply chains has also led to increased costs for businesses and consumers.

6. **Government Responses**  
Governments around the world have implemented various measures to support their economies during the pandemic. These include fiscal stimulus packages, monetary easing, and social safety nets. The effectiveness of these measures varies by country, with some countries showing a faster recovery than others.

7. **Future Outlook**  
The global economy is expected to continue its recovery in 2021, but the pace of growth may be slower than initially anticipated. The World Bank projects a 5.9% growth rate for 2021, down from 4.9% in 2020. However, the long-term impact of the pandemic remains uncertain, and there is a risk of a second wave of the virus.

8. **Conclusion**  
The COVID-19 pandemic has had a significant impact on the global economy, leading to a sharp decline in GDP and widespread job losses. The global financial system is facing significant challenges, and governments are implementing various measures to support their economies. The future outlook is uncertain, and there is a need for continued monitoring and analysis of the global economic situation.

1. The following information is available for the year ended 31 December 2019:

(a) Sales revenue: 10,000,000

(b) Cost of sales: 6,000,000

(c) Selling expenses: 1,000,000

(d) Administrative expenses: 1,500,000

(e) Depreciation: 500,000

(f) Interest income: 100,000

(g) Dividend income: 200,000

(h) Income tax expense: 1,000,000

(i) Retained profit at the beginning of the year: 1,000,000

(j) Dividends paid: 500,000

(k) Retained profit at the end of the year: 1,500,000

Required: Prepare the Statement of Profit or Loss for the year ended 31 December 2019.

2. The following information is available for the year ended 31 December 2019:

(a) Sales revenue: 12,000,000

(b) Cost of sales: 7,500,000

(c) Selling expenses: 1,200,000

(d) Administrative expenses: 1,800,000

(e) Depreciation: 600,000

(f) Interest income: 150,000

(g) Dividend income: 300,000

(h) Income tax expense: 1,200,000

(i) Retained profit at the beginning of the year: 1,500,000

(j) Dividends paid: 600,000

(k) Retained profit at the end of the year: 2,000,000

Required: Prepare the Statement of Profit or Loss for the year ended 31 December 2019.

3. The following information is available for the year ended 31 December 2019:

(a) Sales revenue: 15,000,000

(b) Cost of sales: 9,000,000

(c) Selling expenses: 1,500,000

(d) Administrative expenses: 2,000,000

(e) Depreciation: 700,000

(f) Interest income: 200,000

(g) Dividend income: 400,000

(h) Income tax expense: 1,500,000

(i) Retained profit at the beginning of the year: 2,000,000

(j) Dividends paid: 700,000

(k) Retained profit at the end of the year: 2,500,000

Required: Prepare the Statement of Profit or Loss for the year ended 31 December 2019.

4. The following information is available for the year ended 31 December 2019:

(a) Sales revenue: 18,000,000

(b) Cost of sales: 11,000,000

(c) Selling expenses: 1,800,000

(d) Administrative expenses: 2,500,000

(e) Depreciation: 800,000

(f) Interest income: 250,000

(g) Dividend income: 500,000

(h) Income tax expense: 1,800,000

(i) Retained profit at the beginning of the year: 2,500,000

(j) Dividends paid: 800,000

(k) Retained profit at the end of the year: 3,000,000

Required: Prepare the Statement of Profit or Loss for the year ended 31 December 2019.

5. The following information is available for the year ended 31 December 2019:

(a) Sales revenue: 20,000,000

(b) Cost of sales: 12,500,000

(c) Selling expenses: 2,000,000

(d) Administrative expenses: 3,000,000

(e) Depreciation: 900,000

(f) Interest income: 300,000

(g) Dividend income: 600,000

(h) Income tax expense: 2,000,000

(i) Retained profit at the beginning of the year: 3,000,000

(j) Dividends paid: 900,000

(k) Retained profit at the end of the year: 3,500,000

Required: Prepare the Statement of Profit or Loss for the year ended 31 December 2019.

6. The following information is available for the year ended 31 December 2019:

(a) Sales revenue: 22,000,000

(b) Cost of sales: 14,000,000

(c) Selling expenses: 2,200,000

(d) Administrative expenses: 3,500,000

(e) Depreciation: 1,000,000

(f) Interest income: 350,000

(g) Dividend income: 700,000

(h) Income tax expense: 2,200,000

(i) Retained profit at the beginning of the year: 3,500,000

(j) Dividends paid: 1,000,000

(k) Retained profit at the end of the year: 4,000,000

Required: Prepare the Statement of Profit or Loss for the year ended 31 December 2019.

7. The following information is available for the year ended 31 December 2019:

(a) Sales revenue: 25,000,000

(b) Cost of sales: 16,000,000

(c) Selling expenses: 2,500,000

(d) Administrative expenses: 4,000,000

(e) Depreciation: 1,100,000

(f) Interest income: 400,000

(g) Dividend income: 800,000

(h) Income tax expense: 2,500,000

(i) Retained profit at the beginning of the year: 4,000,000

(j) Dividends paid: 1,100,000

(k) Retained profit at the end of the year: 4,500,000

Required: Prepare the Statement of Profit or Loss for the year ended 31 December 2019.

8. The following information is available for the year ended 31 December 2019:

(a) Sales revenue: 28,000,000

(b) Cost of sales: 18,000,000

(c) Selling expenses: 2,800,000

(d) Administrative expenses: 4,500,000

(e) Depreciation: 1,200,000

(f) Interest income: 450,000

(g) Dividend income: 900,000

(h) Income tax expense: 2,800,000

(i) Retained profit at the beginning of the year: 4,500,000

(j) Dividends paid: 1,200,000

(k) Retained profit at the end of the year: 5,000,000

Required: Prepare the Statement of Profit or Loss for the year ended 31 December 2019.

9. The following information is available for the year ended 31 December 2019:

(a) Sales revenue: 30,000,000

(b) Cost of sales: 20,000,000

(c) Selling expenses: 3,000,000

(d) Administrative expenses: 5,000,000

(e) Depreciation: 1,300,000

(f) Interest income: 500,000

(g) Dividend income: 1,000,000

(h) Income tax expense: 3,000,000

(i) Retained profit at the beginning of the year: 5,000,000

(j) Dividends paid: 1,300,000

(k) Retained profit at the end of the year: 5,500,000

Required: Prepare the Statement of Profit or Loss for the year ended 31 December 2019.

10. The following information is available for the year ended 31 December 2019:

(a) Sales revenue: 32,000,000

(b) Cost of sales: 22,000,000

(c) Selling expenses: 3,200,000

(d) Administrative expenses: 5,500,000

(e) Depreciation: 1,400,000

(f) Interest income: 550,000

(g) Dividend income: 1,100,000

(h) Income tax expense: 3,200,000

(i) Retained profit at the beginning of the year: 5,500,000

(j) Dividends paid: 1,400,000

(k) Retained profit at the end of the year: 6,000,000

Required: Prepare the Statement of Profit or Loss for the year ended 31 December 2019.



Question: "Research and describe the history of the United States, including the role of the federal government, the states, and the people." (100 points)

1. The United States was founded in 1776 as a collection of 13 colonies. The federal government was established in 1787 with the Constitution. The states have a long history of independence and self-governance. The people have played a central role in the development of the nation.

2. The federal government has a long history of involvement in the lives of the people. It has provided for the common defense, promoted the general welfare, and secured the blessings of liberty for all.

3. The states have a long history of independence and self-governance. They have been the primary source of political power in the United States.

4. The people have played a central role in the development of the nation. They have elected their representatives to the federal government and the state legislatures. They have also participated in the process of self-governance through local government and the ballot box.

5. The United States has a rich and diverse history. It has been shaped by the contributions of many different groups of people. The federal government, the states, and the people have all played a role in the development of this great nation.

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