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FORM 10-12G

Initial general form for registration of a class of securities pursuant to Section 12(g)

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Mailing Address

P.O. BOX 25

JACKSON CENTER PA 16133

Business Address

P.O. BOX 25

JACKSON CENTER PA 16133

814-786-8849

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

FORM 10

REGISTRATION STATEMENT *UNDER*
THE SECURITIES ACT OF 1933

HALBERD CORPORATION

(Exact name of Registrant as specified in its charter)

<u>Colorado</u>	<u>8731</u>	<u>87-3538414</u>
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer ID No., if applicable)

P.O. Box 25
Jackson Center, Pennsylvania 16133
(814) 786-8849
(Address and telephone number of Registrant's principal executive offices)

William A. Hartman (814) 786-8849
1362 Springfield Church Rd, Jackson Center, Pennsylvania 16133
(Name, address (including zip code) and telephone number (including area code) of contact person and agent for service in the United States)

Securities to Be Registered Pursuant to Section 12(b) of the Act: None

Securities to Be Registered Pursuant to Section 12(g) of the Act:
Title of Class to Be So Registered: Common Stock

Indicate by check mark whether the Registrant is a large accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definition of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large, Accelerated Filer	<input type="checkbox"/>	Accelerated Filer	<input type="checkbox"/>
Non-Accelerated Filer	<input checked="" type="checkbox"/>	Emerging Growth Company	<input type="checkbox"/>
Smaller Reporting Company	<input checked="" type="checkbox"/>		

If an emerging growth company, indicate by check mark if the Registrant 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.

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ITEM 1 BUSINESS

Halberd Corporation (“Halberd,” “HALB” or the “Company”) was originally incorporated in Nevada January 26, 2009 and, after going through multiple prior reorganizations was re-incorporated in Colorado in May 2020. By way of background, HALB changed its name to Tykhe Corporation on April 22, 2014. It then redomiciled to Colorado and changed its name to Alaric Corporation on January 25, 2017. Finally, on March 22, 2020, it changed its name to HALB Transition Corporation, before engaging in a reorganization whereby the name of the public company again became Halberd Corporation with a subsidiary named Alaric Corporation.

Halberd believes its extracorporeal technological approach is both unique and adaptable to many disease states. Accordingly, Halberd’s team of professionals has employed its skills, resources and focus to concentrate on developing treatments against some of the world’s more persistent diseases, including Alzheimer’s Disease, PTSD,

Parkinson's Disease, epilepsy and other neurodegenerative diseases, sepsis, meningitis and pandemics. Except for select trade secrets, Halberd's technology is incorporated into three issued U.S. Patents covering extracorporeal treatment of disease, and 20 related provisional patent applications.

The Company's trading symbol is HALB, currently a Pink Sheet/OTC Markets-traded security. Only HALB's common stock (\$0.0001 par value) is traded at this time. The total shares authorized as of March 31, 2022 is 800,000,000 shares. HALB's shares outstanding as of March 31, 2022 are 513,650,338 shares. The Company has 83 shareholders of record (common stock). There are no outstanding promissory, convertible notes or debt arrangements. There are 484,350,000 net warrants at varying exercise prices and 10,000,000 net outstanding preferred shares (with voting rights) outstanding as described in the footnotes to Item 4 below. Neither the Company nor any affiliate, director or officer is the subject of an any criminal or civil action (the so-called "bad boy" provisions), nor is any pending or threatened.

Halberd's technology is based on the philosophy that the best way to treat any disease is to eliminate the pathophysiologic basis (or cause) of the disease. This is done through extracorporeal treatment of the applicable bodily fluid – blood or cerebral spinal fluid (CSF). This approach can be applied to eliminate virtually any disease, without the use of potentially harmful chemical drugs injected or ingested into a patient, and with virtually zero side effects.

Through Halberd's extracorporeal treatment, no disease can escape elimination, including diseases previously considered "incurable". This approach seeks to remove the basis of the disease, instead of adding things to the body and, in our opinion has the potential to revolutionize medicine. For example, this approach could eventually eliminate the need for medications and drugs as we know them today. In that context, management believes that every pharmaceutical company has to ask themselves two questions: 1) What happens to us if we *do* partner with Halberd? and 2) What happens to us if we *don't partner with Halberd...*and the competition does?

Halberd has demonstrated the extracorporeal elimination from CSF, *in vitro*, of ten key proteins/cytokines associated with the principal neurodegenerative diseases which affect nearly 40 million people in the US alone. This elimination was accomplished by exposing the treated CSF (conjoined antibodies and metallic nanoparticles) to a tuned laser, for 20 minutes or less, or exposure to radio frequency energy. It also accomplished this by chemically binding antibodies against the target antigen to the surfaces of a filtering cartridge (similar to dialysis). Halberd also accomplished the successful elimination of *E. coli* in buffer solution through this same process.

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Halberd faces numerous challenges going forward, including proof of safety and efficacy to FDA standards. To that end, Halberd has been approved as a government contractor and has applied for a \$75,000,000 development contract in the area of PTSD and traumatic brain injury for the Department of Defense. Department of Defense officials have advised Halberd it is a leading candidate to receive funding for this contract.

Our next phase of development will be to eliminate a subset of the target neuro-degenerative disease antigens from blood serum, followed immediately by animal testing in conjunction with a major university.

Halberd is seeking an experienced partner in the development, FDA approval and commercialization of biomedical products. If Halberd cannot secure a viable relationship with such a partner, Halberd plans to secure the services of CRO's and/or CMO's, hiring the talent necessary to achieve commercialization.

Halberd's broad technical capabilities are embodied in its key personnel listed below:

William A. Hartman, is our Chairman of the Board of Directors, President and Chief Executive Officer. From March 2008 until May 2020, Mr. Hartman was President and CEO of Premier Biomedical, Inc. From October 2006 to March 2008, Mr. Hartman was the Chief Operating Officer of Nanologix, Inc. From July 1991 to July 2000, Mr. Hartman was a Director at TRW Automotive. From 1984 to 1991, Mr. Hartman was Chief Engineer at TRW Automotive and from 1979 to 1984, he was Division Quality Compliance Manager at Ford Motor Company. At TRW Automotive, Mr. Hartman was one of the auto industry pioneers of the concept of grouping related components into systems and modules and shipping just-in-time to the vehicle assembly plants. He founded and headed a separate business group

within TRW Automotive with plants in the U.S., Mexico and Europe with combined annual sales of \$1.3 Billion. Academic credentials include a BSME degree from Youngstown State University and a MSIA degree (Industrial Administration/Management) from the University of Michigan.

Contact: W.Hartman@halberdcorporation.com

Mitchell S. Felder, MD, is our Chief Technology Officer, Member of the Scientific Advisory Board, and a prolific inventor. He is a Board Certified Neurologist, former Chairman of the Board of Premier Biomedical, former CEO, President, Chairman and founder of Infected and Nanologix. Dr. Felder acquired a B.A. Degree from the University of Pennsylvania in 1975 and a M.D. Degree from the University of Rome, Faculty of Medicine in 1983. Dr. Felder did his residency at Saint Vincent Hospital in New York, New York, where he was chosen to be Chief Resident in Neurology. He has been Board Certified by both the American Academy of Clinical Neurology and the American Board of Psychiatry and Neurology. Dr. Felder is a Clinical Assistant Professor in the Department of Neurology at the Texas Tech University Health Sciences Center. Dr. Felder has authored or co-authored six publications, three studies and has currently 18 issued patents. Dr. Felder was the Acting Chief of the Department of Neurology, Sharon Regional Health System from 1989 until 2001. Dr. Felder served as the Acting Chief of the Department of Neurology at the William Beaumont Army Medical Center in 2011.

Contact: M.Felder@halberdcorporation.com

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Patricio F. Reyes, MD, FAAN is our Chief Mechanical Officer, and a member of our Board of Directors. He is board certified and a neuropathologist who is Chief Medical Officer and Board Member of the Retired National Football League Players Association. He is a board member, and former Chair of the Education Committee and 2009 Distinguished Educator of the Association of Ringside Physicians. He is a Fellow of the American Academy of Neurology and was former Professor of Neurology and Neuropathology at Thomas Jefferson Medical School in Philadelphia, Pennsylvania and Professor of Neurology, Pathology and Psychiatry at Creighton University School of Medicine in Omaha, Nebraska.

Dr. Reyes is a co-founder, Chief Medical Officer and Chair of the Scientific Advisory Board of Yuma Therapeutics, Inc., a Harvard Medical School affiliated Biotechnology Company that develops new diagnostic markers and treatment for Alzheimer's disease and traumatic brain injury. Dr. Reyes is a pioneer in the fields of Aging, Alzheimer's disease and other neurodegenerative diseases. He established the first Dementia and Alzheimer's disease clinic and Rapid Brain Autopsy System in the country while he was in Texas and subsequently in Pennsylvania and Nebraska. He was one of the principal investigators who worked on multiple clinical trials that led to the first US FDA approved drug for Alzheimer's disease and the only skin patch treatment for the same disorder. He and his co-workers were one of the first to describe the olfactory deficits and their anatomical and neuropathological changes in Alzheimer's disease.

Dr. Reyes obtained his medical degree from the University of the Philippines and started his residency in Internal Medicine and Neurology at the Philippine General Hospital. He pursued his training in Adult and Child Neurology at the University of Kentucky Medical Center, and Neuropathology at the University of Miami School of Medicine. His first academic position was to head the Neurology Division of Audie Murphy VA Hospital and as an assistant professor of Neurology and Pathology at the University of Texas Health Science Center in San Antonio.

Contact: P.Reyes@halberdcorporation.com

John S. Borza, PE, MBA, VMA is our Chief Operating Officer and a member of our Board of Directors. Prior to May, 2020, Mr. Borza was Executive Vice President and a member of Premier Biomedical's Board of Directors. Mr. Borza is currently the President and Chief Executive Officer of Value Innovation, LLC, a consulting firm focused on value engineering and creative problem solving, where he has served since August 2009. Prior to Value Innovation, Mr. Borza was a Specialist with TRW Automotive from September 2007 to September 2009, and a Director at TRW Automotive from May 1999 to September 2007. Earlier in his career, Mr. Borza worked in R&D for 12 years on a variety of products and technologies, in various capacities ranging from Engineer to Chief Engineer, before moving into launch and production support roles. Mr. Borza is a Registered Professional Engineer (Michigan), an Altshuller

Institute certified TRIZ Practitioner, and a SAVE International certified Value Management Associate. He is active in the local chapter of SAVE International. Mr. Borza holds a BS degree in Electrical Engineering and an MBA from the University of Michigan.

Contact: J.Borza@halberdcorporation.com

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Heidi H. Carl, is our accounting director and a member of our Board of Directors. From May of 2009 to May of 2020, Ms. Carl was the Chief Financial Officer and Board Member of Premier Biomedical, Inc. From June 2007 to May 2009, Heidi was the Product Development Specialist at General Motors Corporation. From May 2006 to May 2007, Heidi was the Associate Marketing Manager at General Motors Corporation. From May 2003 to May 2006, Heidi was the Marketing Specialist at General Motors Corporation and, from May 1999 to May 2003, Heidi was the District Area Parts Manager over 40 dealerships in three states in the southeast at General Motors Corporation. Academic credentials include a BSBA Degree from Madonna University and an ASBA Degree from Oakland Community College.

Contact: H.Carl@halberdcorporation.com

Abdon Luiz Goncalves Nanhay, MD, is a Brazilian physician, with over 25 years of experience in general health care and biological sciences. Dr. Nanhay's experiences include emergency medicine, pediatrics, primary care and mental epidemiology, health management, and coordination of clinical research. Dr. Nanhay also worked for medical and educational institutions including the World Health Organization (WHO), UERJ - State University of Rio de Janeiro, State Secretary of Education and Health Secretariat of São João de Meriti City, and in the Brazilian Navy.

Currently, he is a Senior Fellow at the New Westminster College of the Caucasus University in Tbilisi, Georgia, and elected Member of the British Royal Society of Biology, London, UK, in 2020. He is also an International Volunteer of the Royal College of General Practitioners of Canada.

Edson Luís de Brito, MIBMM is CEO and Chief Business Development Officer of Cellybri Advanced Therapies in Brazil. Mr. Brito graduated with a Chemistry degree from Faculdade São Bernardo and went on to study Pharmacology and Biochemistry at the Universidade Bandeirante de São Paulo, Brazil. He is a registered member of the Conselho Regional de Farmacia de São Paulo. Mr. Brito obtained a Master's degree in International Business Management and Marketing from the Instituto Paulista de Ensino e Pesquisa (IPEP) in São Paulo.

Mr. Brito has held various positions in sales and business development for a number of prominent pharma and biochemical companies in Brazil, and currently holds the position of Chief Business Development Officer and CEO of Cellybri Advanced Therapies in Brazil. Prior to his current position, Mr. Brito was Executive Consultant for Central and South America for the Korea Health Industry Development Institute – KHIDI of Seoul, South Korea. Prior to that, he held the position of Director of Business Development for Auramedia Farmaceutica, in Brazil.

David Wilson, M Ed, is a Clinically Certified Forensics Counselor. Wilson was Chief Administrative Officer and an instructor in the Department of Psychiatry at the University of Mississippi Medical Center. He has been responsible for the coordination of research and research grants, securing funding for research in school violence, addiction behavior and special projects. He has served as Director of three Mental Health Centers in Arkansas, and assisted The Southern Research Group in Jackson on assigned projects. He maintains a private practice mainly in the area of forensic while still engaging in patient treatment.

Ned Kronfol, MD, is certified by the American Board of Internal Medicine and retired in 2019 as Adjunct Clinical Professor from the William Carey University College of Osteopathic Medicine. Among many other notable accomplishments, Dr. Kronfol served as Medical Director- Renal Care Group/Fresenius Kidney Cat Lake Village, AR from 1987-2017.

Carl Eller, retired NFL Pro Football Hall of Famer, and President of the NFL Retired Players Association, was drafted in 1964 as the league's 6th pick overall by the Minnesota Vikings, he became a major factor as a defensive end with the unit known as the "**Purple People Eaters**." Eller became a six-time Pro Bowl player who appeared in four Superbowls and is currently focused on helping former players transition into retirement. He is also a champion for raising awareness of **Chronic Traumatic Encephalopathy (CTE)** and PTSD, which is recognized as a growing problem in many professional, college, and even high school sports along with armed forces of the U.S. Military. Mr. Eller is a licensed drug and alcohol counselor, and founded a group of substance-abuse clinics in the Twin Cities called Triumph Life Centers. He obtained a college degree in Human Services from Metropolitan State University in 1994.

ITEM 1A RISK FACTORS

Risks Related to Our Business

We are substantially dependent on revenue from our products and services, grants/contract awards.

Our revenue depends upon continued sales of our products as well as the financial rights we have in our therapeutic products and services existing or under development, and grants/contracts from the government or philanthropic organizations. A significant portion of our future revenue will be concentrated on sales of our products/technology. Any of the following negative developments relating to any of our products may adversely affect our revenue and results of operations or could cause a decline in our stock price:

- the introduction or greater acceptance of competing products, including new originator therapies, generics, prodrugs and biosimilars of existing products and products approved under abbreviated regulatory pathways;
- safety or efficacy issues;
- limitations and additional pressures on product pricing or price increases, including those resulting from governmental or regulatory requirements; increased competition, including from generic or biosimilar versions of our products; or changes in, or implementation of, reimbursement policies and practices of payors and other third-parties;
- adverse legal, administrative, regulatory or legislative developments;
- our ability to maintain a positive reputation among patients, healthcare providers and others, which may be impacted by our pricing and reimbursement decisions; or
- the inability or reluctance of patients to receive a diagnosis, prescription or administration of our products or a decision to prescribe and administer competitive.

Some of our products and services are in the early stages of commercial launch in the U.S. In addition to risks associated with new product launches and the other factors described in these Risk Factors, our ability to successfully commercialize our prospective products and services may be adversely affected due to:

- the lack of readiness of healthcare providers to initiate treatment as well as our ability to successfully identify eligible patients based on the information included in the respective products and services label(s);
- concern regarding any accelerated approval of our products or services and associated data;
- our ability to obtain and maintain reimbursement for our prospective products or services;
- the lack of market acceptance of our products or services;
- the effectiveness of our commercial strategy for marketing our products or services;
- delays in the manufacturing, distribution and supply of our products and services;
- the approval of other new products for the same or similar indications; and
- our ability to maintain a positive reputation among patients, healthcare providers and others in the disease community we seek to serve--which may be impacted by our pricing and reimbursement decisions.

Our long-term success depends upon the successful development of new products and additional indications for our existing products.

Our long-term success will depend upon the successful development of new products and/or services from our research and development activities or our licensees or acquisitions from third-parties, including our commercialization agreements as well as additional indications for our existing products.

Product development is very expensive and involves a high degree of uncertainty and risk and may not be successful. Only a small number of research and development programs result in the commercialization of a product.

It is difficult to predict the success and the time and cost of product development of novel approaches for the treatment of diseases. The development of novel approaches for the treatment of diseases, including development efforts in new modalities such as those based on the antisense oligonucleotide platform and gene therapy, may present additional challenges and risks, including obtaining approval from regulatory authorities that have limited experience with the development of such therapies.

Clinical trial data are subject to differing interpretations and, even if we view data as sufficient to support the safety, effectiveness and/or approval of an investigational therapy, regulatory authorities may disagree and may require additional data, limit the scope of the approval or deny approval altogether. Furthermore, the approval of a product candidate by one regulatory agency does not mean that other regulatory agencies will also approve such product candidate.

Success in preclinical work or early-stage clinical trials does not ensure that later stage or larger scale clinical trials will be successful. Clinical trials may indicate that our product candidates lack efficacy, have harmful side effects, result in unexpected adverse events or raise other concerns that may significantly reduce the likelihood of regulatory approval. This may result in terminated programs, significant restrictions on use and safety warnings in an approved label, adverse placement within the treatment paradigm or significant reduction in the commercial potential of the product candidate.

Even if we could successfully develop new products or indications, we may make a strategic decision to discontinue development of a product candidate or indication if, for example, we believe commercialization will be difficult relative to the standard of care or we prefer to pursue other opportunities in our pipeline.

Sales of new products or services or products or services with additional indications may not meet investor expectations.

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If we fail to compete effectively, our business and market position would suffer.

The biopharmaceutical industry and the markets in which we operate are intensely competitive. We compete in the marketing and sale of our products, the development of new products and processes, the acquisition of rights to new products with commercial potential and the hiring and retention of personnel. We compete with biotechnology and pharmaceutical companies that have a greater number of products and services in the market than in our pipeline, and many have substantially greater financial, marketing, research and development and other resources and other technological or competitive advantages than do we.

Our products continue to face increasing competition from the introduction of new originator therapies, generics, prodrugs and biosimilars of existing products and products approved under abbreviated regulatory pathways. Some of these products are likely to be sold at substantially lower prices than our branded products. The introduction of such products as well as other lower-priced competing products has reduced, and may in the future, significantly reduce both the price that we are able to charge for our products and the volume of products we sell, which will negatively impact our revenue. In addition, in some markets, when a generic or biosimilar version of one of our products is commercialized, it may be automatically substituted for our product and significantly reduce our revenue in a short period of time.

Our ability to compete, maintain and grow our business may also be adversely affected due to a number of factors, including:

- the introduction of other products, including products that may be more efficacious, safer, less expensive or more convenient alternatives to our products, including our own products and products of our collaborators;
- the off-label use by physicians of therapies indicated for other conditions to treat patients;
- patient dynamics, including the size of the patient population and our ability to identify, attract and maintain new and current patients to our therapies;
- the reluctance of physicians to prescribe, and patients to use, our products without additional data on the efficacy and safety of such products;
- damage to physician and patient confidence in any of our products, generic or biosimilars of our products or any other product from the same class as one of our products, or to our sales and reputation as a result of label changes, pricing and reimbursement decisions or adverse experiences or events that may occur with patients treated with our products or generic or biosimilars of our products;
- inability to obtain appropriate pricing and reimbursement for our products compared to our competitors in key international markets; or
- our ability to obtain and maintain patent, data or market exclusivity for our products.

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Our business may be adversely affected if we do not successfully execute or realize the anticipated benefits of our strategic and growth initiatives.

The successful execution of our strategic and growth initiatives may depend upon internal development projects, commercial initiatives and external opportunities, which may include the acquisition and in-licensing of products, technologies and companies or the entry into strategic alliances and collaborations.

While we believe we have a number of promising products and services in our pipeline, failure or delay of internal development projects to advance or difficulties in executing on our commercial initiatives could impact our current and future growth, resulting in additional reliance on external development opportunities for growth.

Supporting the further development of our existing products and potential new products in our pipeline will require significant capital expenditures and management resources, including investments in research and development, sales and marketing, manufacturing capabilities and other areas of our business. We have made, and may continue to make, significant operating and capital expenditures for potential new products prior to regulatory approval with no assurance that such investment will be recouped, which may adversely affect our financial condition, business and operations.

The availability of high quality, fairly valued external product development is limited and the opportunity for their acquisition is highly competitive. As such, we are not certain that we will be able to identify suitable candidates for acquisition or if we will be able to reach agreement.

We may fail to initiate or complete transactions for many reasons, including failure to obtain regulatory or other approvals as well as disputes or litigation. Furthermore, we may not be able to achieve the full strategic and financial benefits expected to result from transactions, or the benefits may be delayed or not occur at all. We may also face additional costs or liabilities in completed transactions that were not contemplated prior to completion.

Any failure in the execution of a transaction, in the integration of an acquired asset or business or in achieving expected synergies could result in slower growth, higher than expected costs, the recording of asset impairment charges and other actions which could adversely affect our business, financial condition and results of operations.

Sales of our products depend, to a significant extent, on adequate coverage, pricing and reimbursement from third-party payors, which are subject to increasing and intense pressure from political, social, competitive and other sources. Our inability to obtain and maintain adequate coverage, or a reduction in pricing or reimbursement, could have an adverse effect on our business, reputation, revenue and results of operations.

Sales of our products and services depend, to a significant extent, on adequate coverage, pricing and reimbursement from third-party payors. When a new pharmaceutical product is approved, the availability of government and private reimbursement for that product may be uncertain, as is the pricing and amount for which that product will be reimbursed.

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Pricing and reimbursement for our products may be adversely affected by a number of factors, including:

- changes in, and implementation of, federal, state or foreign government regulations or private third-party payors' reimbursement policies;
- pressure by employers on private health insurance plans to reduce costs;
- consolidation and increasing assertiveness of payors seeking price discounts or rebates in connection with the placement of our products on their formularies and, in some cases, the imposition of restrictions on access or coverage of particular drugs or pricing determined based on perceived value;
- our ability to receive reimbursement for our products; and
- our value-based contracting program pursuant to which we aim to tie the pricing of our products to their clinical values by either aligning price to patient outcomes or adjusting price for patients who discontinue therapy for any reason, including efficacy or tolerability concerns.

Our ability to set the price for our products varies significantly from country to country and, as a result, so can the price of our products. Certain countries set prices by reference to the prices in other countries where our products are marketed. Our inability to obtain and maintain adequate prices in a particular country may not only limit the revenue from our products within that country but may also adversely affect our ability to secure acceptable prices in existing and potential new markets, which may limit market growth. This may create the opportunity for trade or otherwise influence our decision to sell or not to sell a product or service, thus adversely affecting our geographic expansion plans and revenue.

Drug prices are under significant scrutiny in the markets in which our products are prescribed. We expect drug pricing and other health care costs to continue to be subject to intense political and societal pressures on a global basis. Competition from current and future competitors may negatively impact our ability to maintain pricing and our market share. New products marketed by our competitors could cause our revenue to decrease due to potential price reductions and lower sales volumes. Additionally, the introduction of generic or biosimilar versions of our products, follow-on products, prodrugs or products approved under abbreviated regulatory pathways may significantly reduce the price that we are able to charge for our products and the volume of products we sell.

Many payors continue to adopt benefit plan changes that shift a greater portion of prescription costs to patients, including more limited benefit plan designs, higher patient co-pay or co-insurance obligations and limitations on patients' use of commercial manufacturer co-pay payment assistance programs (including through co-pay accumulator adjustment or maximization programs). Significant consolidation in the health insurance industry has resulted in a few large insurers and pharmacy benefit managers exerting greater pressure in pricing and usage negotiations with drug manufacturers, significantly increasing discounts and rebates required of manufacturers and limiting patient access and usage. Further consolidation among insurers, pharmacy benefit managers and other payors would increase the negotiating leverage such entities have over us and other drug manufacturers. Additional discounts, rebates, coverage or plan changes, restrictions or exclusions as described above could have a material adverse effect on sales of our affected products.

Our failure to obtain or maintain adequate coverage, pricing or reimbursement for our products could have an adverse effect on our business, reputation, revenue and results of operations.

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We depend on relationships with collaborators, joint venture partners and other third-parties for revenue, and for the development, regulatory approval, commercialization and marketing of certain of our products and product candidates, which are outside of our full control.

We rely on a number of collaborators, joint ventures and other third-party relationships for revenue and the development, regulatory approval, commercialization and marketing of certain of our products and product candidates. We also outsource certain aspects of our regulatory affairs and clinical development relating to our products and product candidates to third-parties. Reliance on third-parties subjects us to a number of risks, including:

- we may be unable to control the resources our collaborators, joint venture partners or third-parties devote to our programs, products or product candidates;
- disputes may arise under an agreement, including with respect to the achievement and payment of milestones, payment of development or commercial costs, ownership of rights to technology developed, and the underlying agreement may fail to provide us with significant protection or may fail to be effectively enforced if the collaborators, joint ventures partners or third-parties fail to perform;
- the interests of our collaborators, joint venture partners or third-parties may not always be aligned with our interests, and such parties may not pursue regulatory approvals or market a product in the same manner or to the same extent that we would, which could adversely affect our revenue, or may adopt tax strategies that could have an adverse effect on our business, results of operations or financial condition;
- third-party relationships require the parties to cooperate, and failure to do so effectively could adversely affect product sales or the clinical development or regulatory approvals of product candidates under joint control, could result in termination of the research, development or commercialization of product candidates or could result in litigation or arbitration;
- any failure on the part of our collaborators, joint venture partners or third-parties to comply with applicable laws, including tax laws, regulatory requirements and/or applicable contractual obligations or to fulfill any responsibilities they may have to protect and enforce any intellectual property rights underlying our products could have an adverse effect on our revenue as well as involve us in possible legal proceedings; and
- any improper conduct or actions on the part of our collaborators, joint venture partners or third-parties could subject us to civil or criminal investigations and monetary and injunctive penalties, impact the accuracy and timing of our financial reporting and/or adversely impact our ability to conduct business, our operating results and our reputation.

Given these risks, there is considerable uncertainty regarding the success of our current and future collaborative efforts. If these efforts fail, our product development or commercialization of new products could be delayed, revenue from products could decline and/or we may not realize the anticipated benefits of these arrangements.

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Our results of operations may be adversely affected by current and potential future healthcare reforms.

In the U.S., federal and state legislatures, health agencies and third-party payors continue to focus on containing the cost of health care. Legislative and regulatory proposals, enactments to reform health care insurance programs and increasing pressure from social sources could significantly influence the manner in which our products are prescribed and purchased. For example, provisions of the Patient Protection and Affordable Care Act (“PPACA”) have resulted in changes in the way health care is paid for by both governmental and private insurers, including increased rebates owed by manufacturers under the Medicaid Drug Rebate Program, annual fees and taxes on manufacturers of certain branded prescription drugs, the requirement that manufacturers participate in a discount program for certain outpatient drugs under Medicare Part D and the expansion of the number of hospitals eligible for discounts under Section 340B of the Public Health Service Act. These changes have had and are expected to continue to have a significant impact on our business.

We may face uncertainties as a result of efforts to repeal, substantially modify or invalidate some or all of the provisions of the PPACA. There is no assurance that the PPACA, as currently enacted or as amended in the future, will not adversely affect our business and financial results, and we cannot predict how future federal or state legislative or administrative changes relating to healthcare reform will affect our business.

There is increasing public attention on the costs of prescription drugs and we expect drug pricing and other health care costs to continue to be subject to intense political and societal pressures on a global basis. For example, two committees of the U.S. House of Representatives are investigating the approval and price of Aduhelm. In addition, there have been, and are expected to continue to be, legislative proposals to address prescription drug pricing. Some of these proposals could have significant effects on our business, including an executive order issued in September 2020 to test a “most favored nation” model for Part B and Part D drugs that tie reimbursement rates to international drug pricing metrics. These actions and the uncertainty about the future of the PPACA and healthcare laws may put downward pressure on pharmaceutical pricing and increase our regulatory burdens and operating costs.

There is also significant economic pressure on state budgets, including as a result of the COVID-19 pandemic, that may result in states increasingly seeking to achieve budget savings through mechanisms that limit coverage or payment for our drugs. In recent years, some states have considered legislation and ballot initiatives that would control the prices of drugs, including laws to allow importation of pharmaceutical products from lower cost jurisdictions outside the U.S. and laws intended to impose price controls on state drug purchases. State Medicaid programs are increasingly requesting manufacturers to pay supplemental rebates and requiring prior authorization by the state program for use of any drug for which supplemental rebates are not being paid. Government efforts to reduce Medicaid expense may lead to increased use of managed care organizations by Medicaid programs. This may result in managed care organizations influencing prescription decisions for a larger segment of the population and a corresponding limitation on prices and reimbursement for our products.

In the E.U. and some other international markets, the government provides health care at low cost to consumers and regulates pharmaceutical prices, patient eligibility or reimbursement levels to control costs for the government-sponsored health care system. Many countries have announced or implemented measures and may in the future implement new or additional measures, to reduce health care costs to limit the overall level of government expenditures. These measures vary by country and may include, among other things, patient access restrictions, suspensions on price increases, prospective and possible retroactive price reductions and other recoupments and increased mandatory discounts or rebates, recoveries of past price increases and greater importation of drugs from lower-cost countries. These measures could negatively impact our revenue and results of operations in the future.

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Our success in commercializing biosimilars is subject to risks and uncertainties inherent in the development, manufacture and commercialization of biosimilars. If we are unsuccessful in such activities, our business may be adversely affected.

The development, manufacture and commercialization of biosimilar products require specialized expertise and are very costly and subject to complex regulation. Our success in commercializing biosimilars is subject to a number of risks, including:

- ***Reliance on Third-Parties.*** We are dependent, in part, on the efforts of collaboration partners and other third-parties over whom we have limited or no control in the development and manufacturing of biosimilar products. If these third-parties fail to perform successfully, our biosimilar product development or commercialization of biosimilar products could be delayed, revenue from biosimilar products could decline and/or we may not realize the anticipated benefits of these arrangements;
- ***Regulatory Compliance.*** Biosimilar products may face regulatory hurdles or delays due to the evolving and uncertain regulatory and commercial pathway of biosimilar products in certain jurisdictions;
- ***Intellectual Property and Regulatory Challenges.*** Biosimilar products may face extensive patent clearances, patent infringement litigation, injunctions or regulatory challenges, which could prevent the commercial launch of a product or delay it for many years or result in imposition of monetary damages, penalties or other civil sanctions and damage our reputation;
- ***Failure to Gain Market and Patient Acceptance.*** Market success of biosimilar products will be adversely affected if patients, physicians and/or payors do not accept biosimilar products as safe and efficacious products offering a more competitive price or other benefit over existing therapies;
- ***Ability to Provide Adequate Supply.*** Manufacturing biosimilars is complex. If we encounter any manufacturing or supply chain difficulties, we may be unable to meet higher than anticipated demand. We are dependent on a third-party for the manufacture of our biosimilar products and such third-party may not perform its obligations

in a timely and cost-effective manner or in compliance with applicable regulations and may be unable or unwilling to increase production capacity commensurate with demand for our existing or future biosimilar products; and

- *Competitive Challenges.* Biosimilar products face significant competition, including from innovator products and biosimilar products offered by other companies. Local tendering processes may restrict biosimilar products from being marketed and sold in some jurisdictions. The number of competitors in a jurisdiction, the timing of approval and the ability to market biosimilar products successfully in a timely and cost-effective manner are additional factors that may impact our success.

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Risks Related to Intellectual Property

If we are unable to obtain and maintain adequate protection for our data, intellectual property and other proprietary rights, our business may be harmed.

Our success, including our long-term viability and growth, depends, in part, on our ability to obtain and defend patent and other intellectual property rights, including certain regulatory forms of exclusivity, that are important to the commercialization of our products and product candidates. Patent protection and/or regulatory exclusivity in the U.S. and other important markets remains uncertain and depends, in part, upon decisions of the patent offices, courts, administrative bodies and lawmakers in these countries. We may fail to obtain or preserve patent and other intellectual property rights, including certain regulatory forms of exclusivity, or the protection we obtain may not be of sufficient breadth and degree to protect our commercial interests in all countries where we conduct business, which could result in financial, business or reputational harm to us or could cause a decline or volatility in our stock price. In addition, settlements of such proceedings often result in reducing the period of patent and other protections, resulting in a reduction in revenue from affected products.

In many markets, including the U.S., manufacturers may be allowed to rely on the safety and efficacy data of the innovator's product and do not need to conduct clinical trials before marketing a competing version of a product after there is no longer patent or regulatory exclusivity. In such cases, manufacturers often charge significantly lower prices and a major portion of the company's revenue may be reduced in a short period of time. In addition, manufacturers of generics and biosimilars may choose to launch or attempt to launch their products before the expiration of our patent or other intellectual property protections.

Furthermore, our products may be determined to infringe patents or other intellectual property rights held by third-parties. Legal proceedings, administrative challenges or other types of proceedings are and may in the future be necessary to determine the validity, scope or non-infringement of certain patent rights claimed by third-parties to be pertinent to the manufacture, use or sale of our products. Such proceedings are unpredictable and are often protracted and expensive. Negative outcomes of such proceedings could hinder or prevent us from manufacturing and marketing our products, require us to seek a license for the infringed product or technology or result in the assessment of significant monetary damages against us that may exceed amounts, if any, accrued in our financial statements. A failure to obtain necessary licenses for an infringed product or technology could prevent us from manufacturing or selling our products. Furthermore, payments under any licenses that we are able to obtain would reduce our profits from the covered products and services. Any of these circumstances could result in financial, business or reputational harm to us or could cause a decline or volatility in our stock price.

Risks Related to Development, Clinical Testing and Regulation of Our Products and Product Candidates

Successful preclinical work or early-stage clinical trials does not ensure success in later stage trials, regulatory approval or commercial viability of a product.

Positive results in a clinical trial may not be replicated in subsequent or confirmatory trials. Additionally, success in preclinical work or early-stage clinical trials does not ensure that later stage or larger scale clinical trials will be successful or that regulatory approval will be obtained. Even if later stage clinical trials are successful, regulatory authorities may delay or decline approval of our product candidates. Regulatory authorities may disagree with our view of the data, require additional studies or disagree with our trial design or endpoints. Regulatory authorities may

also fail to approve the facilities or processes used to manufacture a product candidate, our dosing or delivery methods or companion devices. Regulatory authorities may grant marketing approval that is more restricted than anticipated, including limiting indications to narrow patient populations and the imposition of safety monitoring, educational requirements, requiring confirmatory trials and risk evaluation and mitigation strategies. The occurrence of any of these events could result in significant costs and expense, have an adverse effect on our business, financial condition and results of operations and/or cause our stock price to decline or experience periods of volatility.

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Clinical trials and the development of biopharmaceutical products is a lengthy and complex process. If we fail to adequately manage our clinical activities, our clinical trials or potential regulatory approvals may be delayed or denied.

Conducting clinical trials is a complex, time-consuming and expensive process. Our ability to complete clinical trials in a timely fashion depends on a number of key factors, including protocol design, regulatory and institutional review board approval, patient enrollment rates and compliance with current Good Clinical Practices. If we or our third-party clinical trial providers or third-party CROs do not successfully carry out these clinical activities, our clinical trials or the potential regulatory approval of a product candidate may be delayed or denied.

We anticipate opening clinical trial sites and enrolling patients in a number of countries where our experience is limited. In most cases, we will use the services of third-parties to carry out our clinical trial related activities and rely on such parties to accurately report their results. Our reliance on third-parties for these activities may impact our ability to control the timing, conduct, expense and quality of our clinical trials. In the event a given CRO were to have responsibility for a substantial portion of our activities and clinical trials, many of our trials may be adversely affected if such CRO does not adequately perform. If we needed to replace our CRO(s), delays of the affected trials may result or otherwise adversely affect our efforts to obtain regulatory approvals and commercialization of our products and services candidates.

Adverse safety events or restrictions on use and safety warnings for our products can negatively affect our business, product sales and stock price.

Adverse safety events involving our marketed products, generic or biosimilar versions of our marketed products or products from the same class as one of our products may have a negative impact on our business. Discovery of safety issues with our products could create product liability and could cause additional regulatory scrutiny and requirements for additional labeling or safety monitoring, withdrawal of products from the market and/or the imposition of fines or criminal penalties. Adverse safety events may also damage physician, patient and/or investor confidence in our products and our reputation. Any of these could result in adverse impacts on our results of operations.

Regulatory authorities are making greater amounts of stand-alone safety information directly available to the public through periodic safety update reports, patient registries and other reporting requirements. The reporting of adverse safety events involving our products or products similar to ours and public rumors about such events may increase claims against us and may also cause our product sales to decline or our stock price to experience periods of volatility. Restrictions on use or safety warnings that may be required to be included in the label of our products may significantly reduce expected revenue for those products and require significant expense and management time.

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The illegal distribution and sale by third-parties of counterfeit or unfit versions of our products or stolen products could have a negative impact on our reputation and business.

Third-parties might illegally distribute and sell counterfeit or unfit versions of our products and services, especially if such parties did not meet our rigorous manufacturing, distribution and testing standards. A patient who receives a

counterfeit or unfit drug may be at risk for a number of dangerous health consequences. Our reputation and business could suffer harm as a result of counterfeit or unfit drugs sold under our brand name. Inventory that is stolen from warehouses, plants or while in-transit, and that is subsequently improperly stored and sold through unauthorized channels, could adversely impact patient safety, our reputation and our business.

The increasing use of social media platforms presents new risks and challenges.

Social media is increasingly being used to communicate about our products and the diseases our therapies are designed to treat. Social media practices in the biopharmaceutical industry continue to evolve and regulations relating to such use are not always clear and creates uncertainty and risk of noncompliance with regulations applicable to our business. For example, patients may use social media channels to comment on the effectiveness of a product or to report an alleged adverse event. When such disclosures occur, there is a risk that we fail to monitor and comply with applicable adverse event reporting obligations or we may not be able to defend the company or the public's legitimate interests in the face of the political and market pressures generated by social media due to restrictions on what we may say about our products. There is also a risk of inappropriate disclosure of sensitive information or negative or inaccurate posts or comments about us on social media. We may also encounter criticism on social media regarding our company, management, product candidates or products. The immediacy of social media precludes us from having real-time control over postings made regarding us via social media, whether matters of fact or opinion. Our reputation could be damaged by negative publicity or if adverse information concerning us is posted on social media platforms or similar mediums, which we may not be able to reverse. If any of these events were to occur or we otherwise fail to comply with applicable regulations, we could incur liability, face restrictive regulatory actions or incur other harm to our business.

Risks Related to Our Operations

A breakdown or breach of our technology systems could subject us to liability or interrupt the operation of our business.

We are increasingly dependent upon technology systems and data to operate our business. Breakdowns, invasions, corruptions, destructions and/or breaches of our technology systems, including our cloud technologies, and/or unauthorized access to our data and information could subject us to liability, negatively impact our business operations, and/or require replacement of technology and/or ransom payments. Our technology systems, including our cloud technologies, continue to increase in multitude and complexity, increasing our vulnerability when breakdowns, malicious intrusions and random attacks occur. Data privacy or security breaches also pose a risk that sensitive data, including intellectual property, trade secrets or personal information belonging to us, patients, customers or other business partners, may be exposed to unauthorized persons or to the public.

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Cyber-attacks are increasing in their frequency, sophistication and intensity, and are becoming increasingly difficult to detect, when they impact vendors, customers or companies, including vendors, suppliers and other companies in our supply chain. They are often carried out by motivated, well-resourced, skilled and persistent actors, including nation states, organized crime groups, "hacktivists" and employees or contractors acting with careless or malicious intent. Cyber-attacks include deployment of harmful malware and key loggers, ransomware, a denial-of-service attack, a malicious website, the use of social engineering and other means to affect the confidentiality, integrity and availability of our technology systems and data. Cyber-attacks also include manufacturing, hardware or software supply chain attacks, which could cause a delay in the manufacturing of products or products produced for contract manufacturing or lead to a data privacy or security breach. Our key business partners face similar risks and any security breach of their systems could adversely affect our security posture. In addition, our increased use of cloud technologies heightens these and other operational risks, and any failure by cloud or other technology service providers to adequately safeguard their systems and prevent cyber-attacks could disrupt our operations and result in misappropriation, corruption or loss of confidential or propriety information.

While we continue to build and improve our systems and infrastructure, including our business continuity plans, there can be no assurance that our efforts will prevent breakdowns or breaches in our systems that could adversely affect our business and operations and/or result in the loss of critical or sensitive information, which could result in

financial, legal, operational or reputational harm to us, loss of competitive advantage or loss of consumer confidence. Our liability insurance may not be sufficient in type or amount to cover us against claims related to security breaches, cyber-attacks and other related breaches.

Regulators are imposing new data privacy and security requirements, including new and greater monetary fines for privacy violations. For example, the E.U.'s General Data Protection Regulation established regulations regarding the handling of personal data and provides an enforcement authority and imposes large penalties for noncompliance. New U.S. data privacy and security laws, such as the California Consumer Privacy Act ("CCPA"), and others that may be passed, similarly introduce requirements with respect to personal information, and non-compliance with the CCPA may result in liability through private actions (subject to statutorily defined damages in the event of certain data breaches) and enforcement. Failure to comply with these current and future laws, policies, industry standards or legal obligations or any security incident resulting in the unauthorized access to, or acquisition, release or transfer of personal information may result in governmental enforcement actions, litigation, fines and penalties or adverse publicity and could cause our customers to lose trust in us, which could have a material adverse effect on our business and results of operations.

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Management and other personnel changes may disrupt our operations and, as a result, we may have difficulty retaining personnel or attracting and retaining qualified replacements on a timely basis for the management and other personnel who may leave the Company.

Changes in management, other personnel and our overall retention rate may disrupt our business, and any such disruption could adversely affect our operations, programs, growth, financial condition or results of operations. New members of management may have different perspectives on programs and opportunities for our business, which may cause us to focus on new opportunities or reduce or change emphasis on our existing programs.

Our success is dependent upon our ability to attract and retain qualified management and key personnel in a highly competitive environment. Qualified individuals are in high demand, and we may incur significant costs to attract or retain them. We may face difficulty in attracting and retaining talent for a number of reasons, including management changes, the underperformance or discontinuation of one or more marketed or late-stage programs, recruitment by competitors or changes in the overall labor market. In addition, changes in our organizational structure or in our flexible working arrangements could impact employees' productivity and morale as well as our ability to attract, retain and motivate employees. We cannot ensure that we will be able to hire or retain the personnel necessary for our operations or that the loss of any personnel will not have a material impact on our financial condition and results of operations.

If we fail to comply with the extensive legal and regulatory requirements affecting the health care industry, we could face increased costs, penalties and a loss of business.

Our activities, and the activities of our collaborators, distributors and other third-party providers, are subject to extensive government regulation and oversight in the U.S. and in foreign jurisdictions, and are subject to change and evolving interpretations, which could require us to incur substantial costs associated with compliance or to alter one or more of our business practices. The FDA and comparable foreign agencies directly regulate many of our most critical business activities, including the conduct of preclinical and clinical studies, product manufacturing, advertising and promotion, product distribution, adverse event reporting, product risk management and our compliance with good practice quality guidelines and regulations. Our interactions with physicians and other health care providers that prescribe or purchase our products are also subject to government regulation designed to prevent fraud and abuse in the sale and use of products and place significant restrictions on the marketing practices of health care companies. Health care companies are facing heightened scrutiny of their relationships with health care providers and have been the target of lawsuits and investigations alleging violations of government regulation, including claims asserting submission of incorrect pricing information, impermissible off-label promotion of pharmaceutical products, payments intended to influence the referral of health care business, submission of false claims for government reimbursement, antitrust violations or violations related to environmental matters. There is also enhanced scrutiny of company-sponsored patient assistance programs, including insurance premium and co-pay assistance programs and donations to third-party charities that provide such assistance. If we, or our vendors or

donation recipients, are found to fail to comply with relevant laws, regulations or government guidance in the operation of these programs, we could be subject to significant fines or penalties. Risks relating to compliance with laws and regulations may be heightened as we continue to expand our global operations and enter new therapeutic areas with different patient populations, which may have different product distribution methods, marketing programs or patient assistance programs from those we currently utilize or support.

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Conditions and regulations governing the health care industry are subject to change, with possible retroactive effect, including:

- new laws, regulations or judicial decisions, or new interpretations of existing laws, regulations or judicial decisions, related to health care availability, pricing or marketing practices, compliance with employment practices, method of delivery, payment for health care products and services, compliance with health information and data privacy and security laws and regulations, tracking and reporting payments and other transfers of value made to physicians and teaching hospitals, extensive anti-bribery and anti-corruption prohibitions, product serialization and labeling requirements and used product take-back requirements;
- changes in the FDA and foreign regulatory approval processes or perspectives that may delay or prevent the approval of new products and result in lost market opportunity;
- government shutdowns or relocations may result in delays to the review and approval process, slowing the time necessary for new drug candidates to be reviewed and/or approved, which may adversely affect our business;
- requirements that provide for increased transparency of clinical trial results and quality data, such as the EMA's clinical transparency policy, which could impact our ability to protect trade secrets and competitively-sensitive information contained in approval applications or could be misinterpreted leading to reputational damage, misperception or legal action, which could harm our business; and
- changes in FDA and foreign regulations that may require additional safety monitoring, labeling changes, restrictions on product distribution or use or other measures after the introduction of our products to market, which could increase our costs of doing business, adversely affect the future permitted uses of approved products or otherwise adversely affect the market for our products.

Violations of governmental regulation may be punishable by criminal and civil sanctions, including fines and civil monetary penalties and exclusion from participation in government programs, including Medicare and Medicaid, as well as against executives overseeing our business. We could also be required to repay amounts we received from government payors or pay additional rebates and interest if we are found to have miscalculated the pricing information we submitted to the government. In addition, legal proceedings and investigations are inherently unpredictable, and large judgments or settlements sometimes occur. While we believe that we have appropriate compliance controls, policies and procedures in place to comply with the laws or regulations of the jurisdictions in which we operate, there is a risk that acts committed by our employees, agents, distributors, collaborators or third-party providers might violate such laws or regulations. Whether or not we have complied with the law, an investigation or litigation related to alleged unlawful conduct could increase our expense, damage our reputation, divert management time and attention and adversely affect our business.

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Our sales and operations are subject to the risks of doing business internationally.

We expect to expand our presence in international markets, subjecting us to many risks that could adversely affect our business and revenue. There is no guarantee that our efforts and strategies to expand sales in international markets will succeed. Emerging market countries may be especially vulnerable to periods of global and local political, legal, regulatory and financial instability and may have a higher incidence of corruption and fraudulent business practices. Certain countries may require local clinical trial data as part of the drug registration process in addition to global clinical trials, which can add to overall drug development and registration timelines. We may also

be required to increase our reliance on third-party agents and unfamiliar operations and arrangements previously utilized by companies we collaborate with or acquire in emerging markets.

Our sales and operations are subject to the risks of doing business internationally, including:

- the impact of public health epidemics, such as the COVID-19 pandemic, on the global economy and the delivery of healthcare treatments;
- less favorable intellectual property or other applicable laws;
- the inability to obtain necessary foreign regulatory approvals of products in a timely manner;
- limitations and additional pressures on our ability to obtain and maintain product pricing or receive price increases, including those resulting from governmental or regulatory requirements;
- additional complexity in manufacturing internationally;
- the inability to successfully complete subsequent or confirmatory clinical trials in countries where our experience is limited;
- longer payment and reimbursement cycles and uncertainties regarding the collectability of accounts receivable;
- fluctuations in foreign currency exchange rates that may adversely impact our revenue, net income and value of certain of our investments;
- the imposition of governmental controls;
- diverse data privacy and protection requirements;
- increasingly complex standards for complying with foreign laws and regulations that may differ substantially from country to country and may conflict with corresponding U.S. laws and regulations;
- the far-reaching anti-bribery and anti-corruption legislation in the United Kingdom (U.K.), including the U.K. Bribery Act 2010, and elsewhere and escalation of investigations and prosecutions pursuant to such laws;
- compliance with complex import and export control laws;
- changes in tax laws; and
- the imposition of tariffs or embargoes and other trade restrictions.

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In addition, our international operations are subject to regulation under U.S. law. For example, the U.S. Foreign Corrupt Practices Act (“FCPA”) prohibits U.S. companies and their representatives from paying, offering to pay, promising to pay or authorizing the payment of anything of value to any foreign government official, government staff member, political party or political candidate for the purpose of obtaining or retaining business or to otherwise obtain favorable treatment or influence a person working in an official capacity. In many countries, the health care professionals we regularly interact with may meet the FCPA’s definition of a foreign government official. Failure to comply with domestic or foreign laws could result in various adverse consequences, including possible delay in approval or refusal to approve a product, recalls, seizures or withdrawal of an approved product from the market, disruption in the supply or availability of our products or suspension of export or import privileges, the imposition of civil or criminal sanctions, the prosecution of executives overseeing our international operations and damage to our reputation. Any significant impairment of our ability to sell products outside of the U.S. could adversely impact our business and financial results. In addition, while we believe that we have appropriate compliance controls, policies and procedures in place to comply with the FCPA, there is a risk that acts committed by our employees, agents, distributors, collaborators or third-party providers might violate the FCPA and we might be held responsible. If our employees, agents, distributors, collaborators or third-party providers are found to have engaged in such practices, we could suffer severe penalties and may be subject to other liabilities, which could negatively affect our business, operating results and financial condition.

Manufacturing issues could substantially increase our costs, limit supply of our products and/or reduce our revenue...especially if we were to build a large-scale manufacturing facility with no assurance that such investment would be recouped.

The process of manufacturing our products is complex, highly regulated and subject to numerous risks, including:

- *Risks of Reliance on Third-Parties and Single Source Providers.* We rely on third-party suppliers and manufacturers for many aspects of our manufacturing process for our products and product candidates. In some

cases, due to the unique manner in which our products are manufactured, we rely on single source providers of raw materials and manufacturing supplies. These third-parties are independent entities subject to their own unique operational and financial risks that are outside of our control. These third-parties may not perform their obligations in a timely and cost-effective manner or in compliance with applicable regulations, and they may be unable or unwilling to increase production capacity commensurate with demand for our existing or future products. Finding alternative providers could take a significant amount of time and involve significant expense due to the specialized nature of the services and the need to obtain regulatory approval of any significant changes to our suppliers or manufacturing methods. We cannot be certain that we could reach agreement with alternative providers or that the FDA or other regulatory authorities would approve our use of such alternatives. Furthermore, factors such as the COVID-19 pandemic, weather events, labor or raw material shortages and other supply chain disruptions could result in difficulties and delays in manufacturing our products, which could have an adverse impact on our results in operations or result in product shortages.

- *Global Bulk Supply Risks.* We rely on our manufacturing facilities for the production of drug substance for our large molecule products and product candidates. Our global bulk supply of these products and product candidates depends on the uninterrupted and efficient operation of these facilities, which could be adversely affected by equipment failures, labor or raw material shortages, public health epidemics, natural disasters, power failures, cyber-attacks and many other factors.
- *Risks Relating to Compliance with current GMP (“cGMP”).* We and our third-party providers are generally required to maintain compliance with cGMP and other stringent requirements and are subject to inspections by the FDA and other regulatory authorities to confirm compliance. Any delay, interruption or other issues that arise in the manufacture, fill-finish, packaging or storage of our products as a result of a failure of our facilities or operations or those of third-parties to receive regulatory approval or pass any regulatory agency inspection could significantly impair our ability to develop and commercialize our products. Significant noncompliance could also result in the imposition of monetary penalties or other civil or criminal sanctions and damage our reputation.

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- *Risk of Product Loss.* The manufacturing process for our products is extremely susceptible to product loss due to contamination, oxidation, equipment failure or improper installation or operation of equipment or vendor or operator error. Even minor deviations from normal manufacturing processes could result in reduced production yields, product defects and other supply disruptions. If microbial, viral or other contaminations are discovered in our products or manufacturing facilities, we may need to close our manufacturing facilities for an extended period of time to investigate and remediate the contaminant.
- *Risk Relating to Government Actions.* We and/or our third-party providers may be required by the U.S. federal government to manufacture medical supplies needed to treat COVID-19 patients under the Defense Production Act or other acts or orders of government entities, which may result in delays in the manufacturing and supply of our products.

Any adverse developments affecting our manufacturing operations or the operations of our third-party suppliers and manufacturers may result in shipment delays, inventory shortages, lot failures, product withdrawals or recalls or other interruptions in the commercial supply of our products. We may also have to take inventory write-offs and incur other charges and expense for products that fail to meet specifications, undertake costly remediation efforts or seek more costly manufacturing alternatives. Such developments could increase our manufacturing costs, cause us to lose revenue or market share as patients and physicians turn to competing therapeutics, diminish our profitability or damage our reputation.

In addition, although we have business continuity plans to reduce the potential for manufacturing disruptions or delays and reduce the severity of a disruptive event, there is no guarantee that these plans will be adequate, which could adversely affect our business and operations.

The ongoing COVID-19 pandemic may, directly or indirectly, adversely affect our business, results of operations and financial condition.

Our business has and could continue to be adversely affected, directly or indirectly, by the ongoing COVID-19 pandemic. National, state and local governments have implemented and may continue to implement safety

precautions. These measures may disrupt normal business operations and may have significant negative impacts on businesses and financial markets worldwide. We continue to monitor our operations and applicable government recommendations, and we have made modifications to our normal operations because of the COVID-19 pandemic, including limiting travel and working from home.

Changes in flexible working arrangements could impact employee retention, employees' productivity and morale, strain our technology resources and introduce operational risks. Additionally, the risk of cyber-attacks or other privacy or data security incidents may be heightened as a result of our moving increasingly towards a remote working environment, which may be less secure and more susceptible to hacking attacks.

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The COVID-19 pandemic could affect the health and availability of our workforce as well as those of the third-parties we rely on. Furthermore, delays and disruptions experienced by our collaborators, joint venture partners or other third-parties due to the COVID-19 pandemic could adversely impact the ability of such parties to fulfill their obligations, which could affect product sales or the clinical development or regulatory approvals of product candidates under joint control.

Our ability to initiate new clinical trials may be adversely affected, directly or indirectly, by the COVID-19 pandemic. Restrictions on travel and/or transport of clinical materials as well as diversion of hospital staff and resources to COVID-19 infected patients could disrupt trial operations and recruitment, possibly resulting in a slowdown in enrollment and/or deviations from or disruptions in key clinical trial activities, such as clinical trial site monitoring. These challenges may lead to difficulties in meeting protocol-specified procedures. We may need to make certain adjustments to the operation of clinical trials in an effort to minimize risks to trial data integrity during the COVID-19 pandemic. In addition, the impact of the COVID-19 pandemic on the operations of the FDA and other health authorities may delay potential approvals of our product candidates.

In response to the COVID-19 pandemic, legislation has been enacted aimed at providing emergency assistance and health care for individuals, families and businesses and broadly supporting the U.S. economy. Additional state and federal healthcare reform measures may be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our products or additional pricing pressures and have a financial impact on our business that we cannot predict.

While it is not possible at this time to estimate the entirety of the impact that the COVID-19 pandemic will have on our business, operations, employees, customers, suppliers or collaboration partners, continued spread of COVID-19, measures taken by governments, actions taken to protect employees and the broad impact of the pandemic on all business activities may materially and adversely affect our business, supply chain and distribution systems, results of operations and financial condition.

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Risks Related to Holding Our Common Stock

Our operating results are subject to significant fluctuations.

Our quarterly revenue, expense and net income (loss) have fluctuated in the past and are likely to fluctuate significantly in the future due to the risks described in these *Risk Factors* as well as the timing of charges and expense that we may take. We have recorded, or may be required to record, charges that include:

- the cost of restructurings or other initiatives to streamline our operations and reallocate resources;
- impairments with respect to investments, fixed assets and long-lived assets, including in-process research and development (IPR&D) and other intangible assets;

- inventory write-downs for failed quality specifications, recurring charges for excess or obsolete inventory and charges for inventory write-downs relating to product suspensions, expirations or recalls;
- changes in the fair value of contingent consideration or our equity investments;
- bad debt expense and increased bad debt reserves;
- outcomes of litigation and other legal or administrative proceedings, regulatory matters and tax matters;
- payments in connection with acquisitions, divestitures and other business development activities and under license and collaboration agreements;
- failure to meet certain contractual commitments; and
- the impact of public health epidemics, such as the COVID-19 pandemic, on employees, the global economy and the delivery of healthcare treatments. Our revenue and certain assets and liabilities are also subject to foreign currency exchange rate fluctuations due to the global nature of our operations. Our efforts to mitigate the impact of fluctuating currency exchange rates may not be successful. As a result, currency fluctuations among our reporting currency, the U.S. dollar, and other currencies in which we do business will affect our operating results, often in unpredictable ways. Our net income may also fluctuate due to the impact of charges we may be required to take with respect to foreign currency hedge transactions. In particular, we may incur higher than expected charges from early termination of a hedge relationship.

Our operating results during any one period do not necessarily suggest the anticipated results of future periods.

There can be no assurance that we will repurchase shares or that we will repurchase shares at favorable prices.

From time to time our Board of Directors may authorize share repurchase programs. The amount and timing of share repurchases are subject to capital availability and our determination that share repurchases are in the best interest of our shareholders and are in compliance with all respective laws and our applicable agreements. Our ability to repurchase shares will depend upon, among other factors, our cash balances and potential future capital requirements for strategic transactions, our results of operations, our financial condition and other factors beyond our control that we may deem relevant. A reduction in repurchases under, or the completion of, our share repurchase programs could have a negative effect on our stock price. We can provide no assurance that we will repurchase shares at favorable prices, if at all.

We may not be able to access the capital and credit markets on terms that are favorable to us.

We may seek access to the capital and credit markets to supplement our existing funds and cash generated from operations for working capital, capital expenditure and debt service requirements and other business initiatives. The capital and credit markets are experiencing, and have in the past experienced, extreme volatility and disruption, which leads to uncertainty and liquidity issues for both borrowers and investors. In the event of adverse market conditions, we may be unable to obtain capital or credit market financing on favorable terms. Changes in credit ratings issued by nationally recognized credit rating agencies could also adversely affect our cost of financing and the market price of our securities.

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Our indebtedness could adversely affect our business and limit our ability to plan for or respond to changes in our business.

Our indebtedness, together with our significant contingent liabilities, including milestone and royalty payment obligations, could have important consequences to our business; for example, such obligations could:

- increase our vulnerability to general adverse economic and industry conditions;
- limit our ability to access capital markets and incur additional debt in the future;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow for other purposes, including business development, research and development and mergers and acquisitions; and
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate, thereby placing us at a disadvantage compared to our competitors that have less debt.

General Risk Factors

Our effective tax rate fluctuates, and we may incur obligations in tax jurisdictions in excess of accrued amounts.

As a biopharmaceutical company, we may be subject to taxation in multiple states. Countries and other jurisdictions. As a result, our effective tax rate is derived from a combination of applicable tax rates, including withholding taxes, in the various places that we operate. In preparing our financial statements, we estimate the amount of tax that will become payable in each of such places. Our effective tax rate may be different than experienced in the past or our current expectations due to many factors, including changes in the mix of our profitability from country to country, the results of examinations and audits of our tax filings (including those related to the impact of the Tax Cuts and Jobs Act of 2017), adjustments to the value of our uncertain tax positions, interpretations by tax authorities or other bodies with jurisdiction, the result of tax cases, changes in accounting for income taxes and changes in tax laws and regulations either prospectively or retrospectively.

Our inability to secure or sustain acceptable arrangements with tax authorities and future changes in the tax laws, among other things, may result in tax obligations in excess of amounts accrued in our financial statements.

The enactment of some or all of the recommendations set forth or that may be forthcoming in the Organization for Economic Cooperation and Development's project on "Base Erosion and Profit Shifting" ("BEPS") by tax authorities and economic blocs in the countries in which we operate, could unfavorably impact our effective tax rate. These initiatives focus on common international principles for the entitlement to taxation of global corporate profits and minimum global tax rates.

Our business involves environmental risks, which include the cost of compliance and the risk of contamination or injury.

Our business and the business of several of our strategic partners involve the controlled use of hazardous materials, chemicals, biologics and radioactive compounds. Although we believe that our safety procedures for handling and disposing of such materials comply with state, federal and foreign standards, there will always be the risk of accidental contamination or injury. If we were to become liable for an accident, or if we were to suffer an extended facility shutdown, we could incur significant costs, damages and penalties that could harm our business. Manufacturing of our products and product candidates also requires permits from government agencies for water supply and wastewater discharge. If we do not obtain appropriate permits, including permits for sufficient quantities of water and wastewater, we could incur significant costs and limits on our manufacturing volumes that could harm our business.

ITEM 1B UNRESOLVED STAFF COMMENTS:

None

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ITEM 2 FINANCIAL INFORMATION

This Form 10 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 audited consolidated 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.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Form 10 contains forward-looking statements that may be affected by matters outside our control that could cause materially different results

There are statements in this Registration Statement that are not historical facts. These “forward-looking statements” can be identified by use of terminology such as “believe,” “hope,” “may,” “anticipate,” “should,” “intend,” “plan,” “will,” “expect,” “estimate,” “project,” “positioned,” “strategy” and similar expressions. You should be aware that these forward-looking statements are subject to risks and uncertainties that are beyond our control. For a discussion of these risks, you should read this entire Registration Statement carefully, especially the risks discussed under the section entitled “Risk Factors” above. Although management believes that the assumptions underlying the forward-looking statements included in this Registration Statement are reasonable, they do not guarantee our future performance, and actual results could differ from those contemplated by these forward-looking statements. The assumptions used for purposes of the forward-looking statements specified in the following information represent estimates of future events and are subject to uncertainty as to possible changes in economic, legislative, industry, and other circumstances. As a result, the identification and interpretation of data and other information and their use in developing and selecting assumptions from and among reasonable alternatives require the exercise of judgment. To the extent that the assumed events do not occur, the outcome may vary substantially from anticipated or projected results, and, accordingly, no opinion is expressed on the achievability of those forward-looking statements. In light of these risks and uncertainties, there can be no assurance that the results and events contemplated by the forward-looking statements contained in this Registration Statement will in fact transpire. You are cautioned to not place undue reliance on these forward-looking statements, which speak only as of their dates. We do not undertake any obligation to update or revise any forward-looking statements.

We are an operational company. Our sources of cash to date have been capital invested by our shareholders and grants from philanthropic organizations.

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Operations

The Company’s strategy is to pursue opportunities in neuro degenerative sciences markets. For the audit just completed for the period ended July 31, 2021 and July 31, 2020 and for the unaudited stub period ending January 31, 2022, see the attached report from B F. Borgers, CPA.

Critical Accounting Policies

In addition to the accounting policies listed below, other significant accounting policies are disclosed in Note 1 of our Financial Statements included elsewhere in this Form 10.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts during the reporting periods. Actual results could differ from those estimates. Significant estimates and assumptions included in our financial statements relate to estimate of loss contingencies and accrued other liabilities.

Recently Issued Accounting Pronouncements

There are no recently issued accounting pronouncements that the Company has yet to adopt that are expected to have a material effect on its financial position, results of operations, or cash flows.

Inflation

In the opinion of management, inflation will have a material effect on our operations in the immediate future. Management will continue to monitor inflation and evaluate the possible future effects of inflation on our business and operations.

Off-Balance Sheet Arrangements

Per SEC regulations, we are required to disclose our off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, such as changes in financial condition, revenues, expenses, results of operations, liquidity, capital expenditures, or capital resources that are material to investors. As of July 31, 2021 and 2020, respectively, we have no off-balance sheet arrangements.

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Competition

There are many better-established neuro degenerative firms that have significantly greater financial and personnel resources than we have. In view of our limited financial resources (at least without a substantive funding raise) and constraints on our personnel, we will continue to be at a significant competitive disadvantage compared to our larger competitors.

Employees

The executive officers will not receive any compensation until, and if, we raise or procure adequate capital (through operations, financings or otherwise) to pay such compensation. We expect that we will hire additional personnel as we expand our operations.

SUBSEQUENT EVENTS

We have evaluated subsequent events after March 31, 2022 through the date this report was filed and have determined there have been no subsequent events for which disclosure is required.

ITEM 3 PROPERTIES

The Company owns no property as of the date of filing this Form 10. More specifically, our corporate headquarters is located in a residential building in Jackson Center, Pennsylvania. We believe that our existing facilities are suitable and adequate to meet our anticipated needs for at least the next year of operations.

ITEM 4: SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT [

The following table sets forth as of March 15, 2022, the number and percentage of the outstanding shares of common stock, which, according to the information available to us, were beneficially owned by:

- (i) each person who is currently a director,
- (ii) each executive officer,
- (iii) all current directors and executive officers as a group, and
- (iv) each person who is known by us to own beneficially more than 5% of our outstanding common stock.

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Except as otherwise indicated, the persons named in the tables below have sole voting and dispositive power with respect to all shares beneficially owned, subject to community property laws where applicable.

Common Stock Name (2)(4)(5)(6)	Position	Number of Shares of	Percent of Class ⁽¹⁾
---	-----------------	------------------------------------	--

		Common Stock	
William A. Hartman ⁽³⁾	Director + Officer	0	00.00%
John Borza	Director + Officer	0	00.00%
Heidi Carl	Director	0	00.00%
Total common owned by directors and officers			00.00%

- (1) Based upon 513,650,338 shares outstanding as of May 1, 2022.
- (2) Addresses of enumerated directors and or officers c/o the Company, P.O. 25, Jackson Center, Pennsylvania 16133.
- (3) The Company originally authorized 15,000,000 Preferred A Shares to its prior CEO. 10,000,000 Preferred Series A were issued to Mr. Hartman and remain outstanding. Later, Mr. Hartman transferred to Dr. Feldman 5MM of such Preferred Series A to Dr. Feldman such that *each* of Mr. Hartmann and Dr. Felder continue to own 5MM Preferred Series A shares. While such securities grant no equity interest to the holder, *each grants to the holder a number of votes* equal to the product of .000001 times the number of shares of common outstanding. Accordingly, based on the 513,650,338 outstanding common on March 31,2022, each of Mr. Hartmann and Dr. Felder holding 5MM shares of preferred stock each owns, Mr. Hartman and Dr. Feldman has has 2,568,251,690 votes on any matters put before shareholders (an aggregate 90.9% of the total votes qualified to be cast).
- (4) The Company has an “advisory board”/”board of consultants,” an informal panel of scientists and other professionals whose opinion management values. Currently, Dr. Mitchell Felder, Dr. Patricio Reyes. Dr. Abon Luis Goncalves Nanhay, Mr. Edson Luiz de Brito, Mr. David Wilson, Dr. Ned Kronfol and Carl Eller are the panel’s consulting members. (See above for associated biographies.)
- (5) In 2020, the Company issued an aggregate 450,000,000 warrants exercisable at an exercise price of \$.00001 (the then current price). The warrants were issued in conjunction with recruiting of personnel to serve as associates and/or officers and/or directors of the the reconstituted HALB. Specifically, Mr. Hartman and Dr. Felder were each issued 150MM warrants and Mr. Borza and Ms. Carl were each issued 75,000,000 warrants. The only warrant holder to exercise his warrant was Dr. Felder, paying \$10,000 cash to exercise 1MM shares at \$.0001 and leaving him with 149MM unexercised warrants.
- (6) Our transfer agent advises the Company that there are no shareholders holding 5% or more of the Company’s common stock.

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ITEM 5: DIRECTORS AND EXECUTIVE OFFICERS

The following table sets forth the names, ages, and positions with us for each of three (3) directors and two (2) officers as of May 1, 2022.

Name	Age	Position(s)
William A. Hartman	80	Chairman, President, Principal Executive and Financial Officer
John Borza	77	Chief Operating Officer & Director
Heidi Carl	52	Director

Audit Committee

Halberd does not presently have an Audit Committee and the entire Board acts in such capacity for the immediate future due to the limited size of the Board. The Company intends to increase the size of its Board in the future, at which time it may appoint an Audit Committee.

In lieu of an Audit Committee, the Board is empowered to make such examinations as are necessary to monitor the corporate financial reporting and the external audits of the Company, to provide the Board of Directors (the “Board”) the results of its examinations and recommendations derived there from, to outline to the Board improvements made, or to be made, in internal control, to nominate independent auditors, and to provide to the Board such additional information and materials as it may deem necessary to make the Board aware of significant financial matters that require Board attention.

Compensation Committee

The Compensation Committee will be authorized to review and make recommendations to the Board regarding all forms of compensation to be provided to the executive officers and directors of the Company, including stock compensation and bonus compensation to all employees.

Nominating Committee

Halberd does not have a Nominating Committee and the Board acts in such capacity for the foreseeable future.

Code of Conduct and Ethics

To date, we have not adopted a Code of Ethics applicable to our principal executive officer and financial officer. The Company does not believe that a formal written code of ethics is necessary at this time. We expect that the Company will adopt a Code of Ethics during the next year of operations.

Conflicts of Interest

General: Many of our officers and directors participate in businesses and employment outside of Halberd Corporation. As such there exist potential conflicts of interest including, among other things, time, efforts, and corporation opportunity, involved in participation with such other business entities. While our officers and directors of our business are engaged in business activities outside of our business, they are experienced professionals and have demonstrated devotion to our business to dedicate as much time as they believe necessary to carry out their duties.

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Corporate Opportunities: Presently no requirement contained in our Articles of Incorporation, Bylaws, or minutes which requires officers and directors of our business to disclose to us business opportunities which come to their attention. Our officers and directors do, however, have a fiduciary duty of loyalty to us to disclose to us any business opportunities which come to their attention, in their capacity as an officer and/or director or otherwise. Excluded from this duty would be opportunities which the person learns about through his involvement as an officer and director of another company. We have no intention of merging with or acquiring an affiliate, associate person or business opportunity from any affiliate or any client of any such person.

ITEM 6: EXECUTIVE COMPENSATION

There are transactions recorded for officer compensation for the year ended July 31, 2021, compensation of \$5,000 for Mr. Hartman and compensation of \$2,500 for Mr. Borza.

During the two years ended July 31, 2021 and 2020, no salaries were paid to any officers or directors.

Similarly, no executive compensation was paid during the same two year periods.

Employment Agreement

We do not have any employment agreements with our officers.

Stock Option Plan and/or Equity Awards

The Company does not have a Stock Option Plan and/or Equity Awards in place and no options or equity awards have been granted. Officers & Directors received stock warrants as signing bonuses.

Employee Pension, Profit Sharing or other Retirement Plans

Similarly, the Company does not have a defined benefit, pension plan, profit sharing or other retirement plan, although we may adopt one or more of such plans in the future.

Director's Compensation

At present, HALB does not pay our directors for attending meetings of our Board of Directors. We expect to adopt a director compensation policy once the Company has raised funds in an IPO.

Employee Benefit Plans

We have no employee benefit plans or stock option plans.

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ITEM 7: CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

None

ITEM 8: LEGAL PROCEEDINGS

Neither we nor any of our officers, director, or holders of five percent or more of its common stock is a party to any pending civil or criminal legal proceedings and, to the best of our knowledge, no such proceedings by or against us or our officers, or directors or holders of five percent or more of its common stock have been threatened or is pending against us.

ITEM 9: MARKET PRICE OF AND DIVIDENDS ON THE REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information

The trading in the Company's Common Stock began on March 23, 2020, following the holding company reorganization in which the predecessor issuer, then named Alaric Corporation, became a wholly-owned subsidiary. The predecessor issuer commenced trading on April 16, 2009, The Securities and Exchange Commission has adopted Rule 15c-9 which establishes the definition of a "penny stock," for purposes relevant to the Company, as any equity security that has a market price of less than \$5.00 per share or with an exercise price of less than \$5.00 per share, subject to certain exceptions. For any transaction involving a penny stock, unless exempt, the rules require: (i) that a broker or dealer approve a person's account for transactions in penny stocks and (ii) the broker or dealer receive from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased. In order to approve a person's account for transactions in penny stocks, the broker or dealer must (i) obtain financial information and investment experience and objectives of the person and (ii) make a reasonable determination that the transactions in penny stocks are suitable for that person and that person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks. The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prepared by the Commission relating to the penny stock market, which, in highlight form, (i) sets forth the basis on which the broker or dealer made the suitability determination and (ii) that the broker or dealer received a signed, written agreement from the investor prior to the transaction. Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading, and about commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent

disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks.

Because of these regulations, broker-dealers may encounter difficulties in their attempt to buy or sell shares of our common stock, which may affect the ability of our shareholders to sell their shares in the secondary market and have the effect of reducing the level of trading activity in the secondary market. These additional sales practice and disclosure requirements could impede the sale of our common stock in the marketplace. In addition, the liquidity for our common stock may be decreased, with a corresponding decrease in the price of our common stock. Our shares are likely to be subject to such penny stock rules for the foreseeable future, although the Company is filing this Form 10 to seek market “uplisting”—e.g. OTCQB or OTCBQX).

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The OTC Markets is a regulated quotation service that displays real-time quotes, last-sale prices and volume information in over-the-counter equity securities. The OTC Markets securities are traded by a community of market makers that enter quotes and trade reports. This market is limited in comparison to the national stock exchanges and any prices quoted may not be a reliable indication of the value of our common stock.

The following table sets forth the range of the high and low sales prices of our common stock for each of the calendar quarters ended March 31, 2022 and March 31, 2021.

OTC Bulletin Board	High	Low
<u>Quarters Ended April 30, 2022</u>		
3 rd Quarter 2022	\$ 0.0281	\$ 0.0150
2 nd Quarter 2022	\$ 0.0387	\$ 0.0137
1 st Quarter 2022	\$ 0.0460	\$ 0.0230
<u>Fiscal Year Ended July 31, 2021</u>		
4 th Quarter 2021	\$ 0.0519	\$ 0.0120
3 rd Quarter 2021	\$ 0.1090	\$ 0.0260
2 nd Quarter 2021	\$ 0.0700	\$ 0.0180
1 st Quarter 2021	\$ 0.0930	\$ 0.0038
<u>Fiscal Year Ended July 31, 2020</u>		
4 th Quarter 2020	\$ 0.0133	\$ 0.0026
3 rd Quarter 2020	\$ 0.0107	\$ 0.0004
2 nd Quarter 2020	\$ 0.0017	\$ 0.0006
1 st Quarter 2020	\$ 0.0012	\$ 0.0006

Dividend Policy

We have never paid nor declared any cash dividends on our common stock to date, and do not anticipate paying such cash dividends in the foreseeable future. Whether we declare and pay dividends is determined by our Board of Directors at their discretion, subject to certain limitations imposed under Colorado corporate law. The timing, amount and form of dividends, if any, will depend on, among other things, our results of operations, financial condition, cash requirements and other factors deemed relevant by our Board of Directors

Holders

There are approximately 83 active holders of the Company’s Common Stock. This figure does not include holders of shares registered in “street name” or persons, partnerships, associates, corporations, or other entities identified in security position listings maintained by depositories.

[Table of Contents](#)**Dividends**

We have not declared any cash dividends on our common stock since our inception and do not anticipate paying any dividends in the foreseeable future. We plan to retain future earnings, if any, for use in our business. Any decisions as to future payments of dividends will depend on our earnings and financial position and such other facts, as the Board of Directors deems relevant.

Shares Available for Future Sale

Approximately 8.56 % of all outstanding shares of our common stock are “restricted securities,” as that term is defined under Rule 144 promulgated under the Securities Act, because they were issued in a private transaction not involving a public offering. Accordingly, none of the outstanding shares of our common stock may be resold, transferred, pledged as collateral or otherwise disposed of unless such transaction is registered under the Securities Act or an exemption from registration is available. In connection with any transfer of shares of our common stock other than pursuant to an effective registration statement under the Securities Act, the Company may require the holder to provide to the Company an opinion of counsel to the effect that such transfer does not require registration of such transferred shares under the Securities Act.

Rule 144 is not available for the resale of securities initially issued by companies that are, or previously were, shell companies, unless the following conditions are met:

- the issuer of the securities that was formerly a shell Company has ceased to be a shell Company;
- the issuer of the securities is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act;
- the issuer of the securities has filed all Exchange Act reports and material required to be filed, as applicable, during the preceding 12 months (or such shorter period that the issuer was required to file such reports and materials), other than Current Reports on Form 8-K; and
- at least one year has elapsed from the time that the issuer filed current comprehensive disclosure with the SEC reflecting its status as an entity that is not a shell Company.

Reports to Security Holders

The Company’s documents filed with the Securities and Exchange Commission may be inspected at the Commission’s principal office in Washington, D.C. Copies of all or any part of the registration statement may be obtained from the Public Reference Section of the Securities and Exchange Commission, 100 F Street N.E., Washington, D.C. 20549. Call the Commission at 1-800-SEC-0330 for further information on the operation of the public reference rooms. The Securities and Exchange Commission also maintains a web site at <http://www.sec.gov> that contains reports, proxy statements and information regarding registrants that file electronically with the Commission. All of the Company’s filings may be located under the CIK number 000- 1435617.

Transfer Agent

Issuer Direct Transfer, located at One Glenwood Avenue--Suite 1001, Raleigh, North Carolina 27603, is the Company’s registrar and transfer agent for the Company’s common stock.

[Table of Contents](#)**ITEM 10: RECENT SALES OF UNREGISTERED SECURITIES**

While Dr. Mitchel Felder exercised warrants to purchase common stock in the Company during the past 12 months, at no time did HALB issue additional common stock (privately or public) during the same period.

Promissory Notes

The Company has no outstanding promissory Notes.

ITEM 11: DESCRIPTION OF REGISTRANT'S SECURITIES TO BE REGISTERED

Capital Stock

Originally organized in Nevada in 2009, the Company was re-organized in Colorado effective May 5, 2020. The Company's authorized capital stock consists of 800,000,000 shares of common stock with a par value of \$0.0001 par value common stock. There are also authorized 25 Million shares of preferred stock authorized of which number 10,000,000 preferred shares are issued and outstanding.

Shareholders are entitled to one vote per Share on all matters to be voted upon by Shareholders and, upon issuance in consideration of full payment, are non-assessable. In the event of liquidation, dissolution or winding up of the Company, the Shareholders are entitled to share ratably in all assets remaining after payment of liabilities. Shares do not have cumulative voting rights with respect to the election of directors and, accordingly, the holders of more than 50% of the Shares could elect all the directors of the Company. (See "Risk Factors – Control by the Principal Stockholder.")

Dividend Rights

Each Share is entitled to dividends if, as and when dividends are declared by the Company's Board of Directors. It is not the current expectation of the Company to pay dividends.

Anti-Takeover Statute

Colorado has judicially adopted the Delaware anti-takeover standards, indeed allowing extreme poison pills. See Virginia Law Review (95), Barzuzi, Michael (2010), "The Stated State of Anti-Takeover Law.") As a consequence, shares in a publicly-held Colorado corporation that are reacquired in a "control share acquisition" are prohibited from so voting--unless the holders of a majority of the corporation's voting shares (exclusive of shares held by officers of the corporation, inside directors or the acquiring party) approve the granting of voting rights as to the shares acquired in the control share acquisition or unless the acquisition is approved by the corporation's board of directors or the corporation's articles of incorporation or bylaws specifically state that this section does not apply. A "control share acquisition" is defined as an acquisition that immediately thereafter entitles the acquiring party to vote in the election of directors within each of the following ranges of voting power: (i) one-fifth or more, but less than one-third of such voting power; (ii) one-third or more, but less than a majority of such voting power; and (iii) more than a majority of such voting power. Since the Company's articles of incorporation, as amended, specifically state that Section 607.0902 does not apply to control share acquisitions of Shares of the Company, the protections contemplated under this provision will not be available to the Company.

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Director's Liability

As authorized by the CRS, each director or officer of the Company will be indemnified by the Company against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the defense or settlement of any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative in which he is involved by reason of the fact that he is or was a director or officer of the Company; such indemnification, of course, is conditioned upon such officer or director having acted in good faith and in a manner that he reasonably believed to be in the best interests of the Company and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe that his conduct was unlawful. The articles of incorporation, as amended, provides that no director of the Company shall be

personally liable to the Company or any of its Shareholders for monetary damages for any breach of fiduciary duty as a director, except with respect to: (i) any breach of the director's duty of loyalty to the Company or its Shareholders; (ii) for acts or omissions that are not in good faith or involve intentional misconduct or a knowing violation of the law; (iii) violation of the CRS; or (iv) for any transaction from which the director derived an improper personal benefit. In effect, such articles authorize the Company to indemnify any person to the fullest extent permitted by the CRS.

On the basis of federal and/or state statutes, (a) shareholders in a corporation have the right, subject to the provisions of the Federal Rules of Civil Procedure and jurisdictional requirements, to bring class actions in federal court to enforce their rights under federal securities laws; and (b) Shareholders who have suffered losses in connection with the purchase or sale of their shares may be able to recover such losses from a corporation's management where the losses result from a violation by the management of SEC Rule 10b-5, promulgated under the Securities Exchange Act of 1934, as amended. It should be noted, however, that in endeavoring to recover damages in such actions, it would be generally difficult to establish as a basis for liability that the Company's management has not met such a standard. This is due to the broad discretion given the directors and officers of a corporation to act in its best interest. The SEC has stated that, to the extent any exculpatory or indemnification provision purports to include indemnification for liabilities arising under the Securities Act of 1933, as amended, it is the opinion of the SEC that such indemnification is contrary to public policy and, therefore, unenforceable. Shareholders who may, in the future, believe that the Company's management may have violated applicable law regarding fiduciary duties should consult with their own counsel as to their evaluation of the status of the law at such time.

The Company expects to obtain Director and Officer Liability coverage (\$2,000,000 minimum) concurrent with the Offering being declared effective by the Securities and Exchange Commission.

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Preferred Stock

The Company's articles of incorporation authorize the issuance of preferred stock. 10,000,000 net preferred shares (5,000,000 each) have been issued to Bill Hartman and Dr. Mitchell Felder.

Transfer Agent

Issuer Direct.(see above) is the stock transfer and registrar agent for HALB's shares.

Dividend Policy

Short-term or long-term operations prospects may not generate a profit. Therefore, the Company is not likely to pay immediate dividends and an investment in the Company is thus not suitable for investors seeking current income for financial or tax planning purposes. Future dividends will be paid at the sole discretion of the Board of Directors of the Company.

ITEM 12: INDEMNIFICATION OF DIRECTORS AND OFFICERS

As permitted under Colorado law (Section 7-109-102 through 110 of the CRS), our articles provide to the fullest extent permitted by Colorado Law wherein our directors or officers shall not be personally liable to the Company or our stockholders for damages for breach of such directors or officers fiduciary duty. The effect of this provision of our articles is to eliminate our rights and the rights of our stockholders (through stockholders' derivative suits on behalf of the Company) to recover damages against a director or officer for breach of the fiduciary duty of care as a director or officer (including breaches resulting from negligent or grossly negligent behavior), except under certain situations defined by statute. We believe that the indemnification provisions in our articles are necessary to attract and retain qualified persons as directors and officers.

Colorado corporate law provides that a corporation may indemnify a director, officer, employee or agent made a party to an action by reason of that fact that he was a director, officer employee or agent of the corporation or was serving at the request of the corporation against expenses actually and reasonably incurred by him in connection with

such action if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and with respect to any criminal action, had no reasonable cause to believe his conduct was unlawful.

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ITEM 13: FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

HALBERD CORPORATION

**Index to Financial Statements
For the Fiscal Periods Ending January 31, 2022 and 2021**

Condensed Consolidated Balance Sheets as of January 31, 2022 (Unaudited) and July 31, 2021	F-2
Condensed Consolidated Statements of Operations for the three and six months ended January 31, 2022 and 2021 (Unaudited)	F-3
Condensed Consolidated Statements of Changes in Stockholders' Equity (Deficit) for the three and six months ended January 31, 2022 and 2021 (Unaudited)	F-4
Condensed Consolidated Statements of Cash Flows for the six months ended January 31, 2022 and 2021 (Unaudited)	F-5
Notes to Consolidated Financial Statements (Unaudited)	F-6

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**HALBERD CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)**

	January 31, 2022	July 31, 2021
ASSETS		
Current assets:		
Cash	\$ 29,942	\$ 40,321
Prepaid expense	1,750	21,750
Total current assets	<u>31,692</u>	<u>62,071</u>
Fixed assets, net	<u>1,153</u>	<u>1,281</u>
Total assets	<u>\$ 32,845</u>	<u>\$ 63,352</u>
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
Current liabilities:		
Accounts payable	\$ 108,801	\$ 92,315
Accrued expenses	8,263	5,300
Judgments payable	8,051,026	15,591,498
Total current liabilities	<u>8,168,090</u>	<u>15,689,113</u>
Long term liabilities:		
Note payable, SBA loan	<u>150,000</u>	<u>150,000</u>

Total liabilities	8,318,090	15,839,113
Commitments and contingencies	-	-
Stockholders' equity (deficit):		
Preferred stock, \$0.0001 par value, 25,000,000 shares authorized, 10,000,000 shares issued and outstanding	1,000	1,000
Common stock, \$0.0001 par value, 800,000,000 shares authorized, 511,621,968 shares issued and outstanding at January 31, 2022 and July 31, 2021	51,162	51,162
Additional paid in capital	5,211,200	4,282,530
Accumulated deficit	(13,548,607)	(20,110,453)
Total stockholders' equity (deficit)	(8,285,245)	(15,775,761)
Total liabilities and stockholders' equity (deficit)	<u>\$ 32,845</u>	<u>\$ 63,352</u>

See accompanying notes to financial statements.

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HALBERD CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	For the Three Months Ended January 31,		For the Six Months Ended January 31,	
	2022	2021	2022	2021
Revenue	\$ 1,051	\$ 1,166	\$ 4,666	\$ 3,038
Cost of sales	69	-	214	-
Gross profit	<u>982</u>	<u>1,166</u>	<u>4,452</u>	<u>3,038</u>
Operating expenses:				
General and administrative	24,122	34,218	58,368	52,430
Research and development	210,444	150,000	418,676	271,782
Professional fees	479,582	38,314	503,032	47,448
Total operating expenses	<u>714,148</u>	<u>222,532</u>	<u>980,076</u>	<u>371,660</u>
Operating loss	<u>(713,166)</u>	<u>(221,366)</u>	<u>(975,624)</u>	<u>(368,622)</u>
Other income (expense):				
Gain (Loss) on mark-to-market fair value adjustment of settlements payable	2,356,398	4,558,659	7,540,473	(11,754,326)
Interest expense	(1,528)	(1,434)	(3,003)	(17,539)
Total other income (expense)	<u>2,354,870</u>	<u>4,557,225</u>	<u>7,537,470</u>	<u>(11,771,865)</u>
Net income (loss)	<u>\$ 1,641,704</u>	<u>\$ 4,335,859</u>	<u>\$ 6,561,846</u>	<u>\$ (12,140,487)</u>
Weighted average common shares outstanding - basic	<u>511,621,968</u>	<u>352,416,394</u>	<u>511,621,968</u>	<u>334,541,793</u>
Weighted average common shares outstanding - fully diluted	<u>752,304,660</u>	<u>636,812,946</u>	<u>795,993,616</u>	<u>334,541,793</u>
Net loss per common share - basic	<u>\$ 0.00</u>	<u>\$ 0.01</u>	<u>\$ 0.01</u>	<u>\$ (0.04)</u>
Net loss per common share - fully diluted	<u>\$ 0.00</u>	<u>\$ 0.01</u>	<u>\$ 0.01</u>	<u>\$ (0.04)</u>

See accompanying notes to financial statements.

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HALBERD CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(DEFICIT)
(Unaudited)

For the Three Months Ended January 31, 2022

	<u>Preferred Stock</u>		<u>Common Stock</u>		<u>Additional Paid-in Capital</u>	<u>Accumulated Deficit</u>	<u>Total Stockholders' Equity</u>
	<u>Shares</u>	<u>Amount</u>	<u>Shares</u>	<u>Amount</u>			
Balance, October 31, 2021	10,000,000	\$ 1,000	511,621,968	\$ 51,162	\$ 4,510,030	\$ (15,190,311)	\$ (10,628,119)
Warrants granted for services	-	-	-	-	451,170	-	451,170
Contributed capital	-	-	-	-	250,000	-	250,000
Net income for the three months ended January 31, 2022	-	-	-	-	-	1,641,704	1,641,704
Balance, January 31, 2022	<u>10,000,000</u>	<u>\$ 1,000</u>	<u>511,621,968</u>	<u>\$ 51,162</u>	<u>\$ 5,211,200</u>	<u>\$ (13,548,607)</u>	<u>\$ (8,285,245)</u>

For the Three Months Ended January 31, 2021

	<u>Preferred Stock</u>		<u>Common Stock</u>		<u>Additional Paid-in Capital</u>	<u>Accumulated Deficit</u>	<u>Total Stockholders' Equity</u>
	<u>Shares</u>	<u>Amount</u>	<u>Shares</u>	<u>Amount</u>			
Balance, October 31, 2020	10,000,000	\$ 1,000	318,721,539	\$ 31,872	\$ 3,635,094	\$ (23,650,257)	\$ (19,982,291)
Common stock issued for settlement of 3(a)(10) debts	-	-	100,900,429	10,090	25,225	-	35,315
Warrants granted for services	-	-	-	-	11,978	-	11,978
Contributed capital	-	-	-	-	187,234	-	187,234
Net income for the three months ended January 31, 2021	-	-	-	-	-	4,335,859	4,335,859
Balance, January 31, 2021	<u>10,000,000</u>	<u>\$ 1,000</u>	<u>419,621,968</u>	<u>\$ 41,962</u>	<u>\$ 3,859,531</u>	<u>\$ (19,314,398)</u>	<u>\$ (15,411,905)</u>

For the Six Months Ended January 31, 2022

	<u>Preferred Stock</u>		<u>Common Stock</u>		<u>Additional</u>	<u>Accumulated</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Shares</u>	<u>Amount</u>	<u>Paid-in</u> <u>Capital</u>	<u>Deficit</u>	<u>Stockholders'</u> <u>Equity</u>
Balance, July 31, 2021	10,000,000	\$ 1,000	-	\$ 51,162	\$ 4,282,530	\$ (20,110,453)	\$ (15,775,761)
Warrants granted for services	-	-	-	-	451,170	-	451,170
Contributed capital	-	-	-	-	477,500	-	477,500
Net income for the six months ended January 31, 2022	-	-	-	-	-	6,561,846	6,561,846
Balance, January 31, 2022	<u>10,000,000</u>	<u>\$ 1,000</u>	<u>-</u>	<u>\$ 51,162</u>	<u>\$ 5,211,200</u>	<u>\$ (13,548,607)</u>	<u>\$ (8,285,245)</u>

For the Six Months Ended January 31, 2021

	<u>Preferred Stock</u>		<u>Common Stock</u>		<u>Additional</u>	<u>Accumulated</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Shares</u>	<u>Amount</u>	<u>Paid-in</u> <u>Capital</u>	<u>Deficit</u>	<u>Stockholders'</u> <u>Equity</u>
Balance, July 31, 2020	10,000,000	\$ 1,000	302,721,539	\$ 30,272	\$ 3,535,228	\$ (7,173,911)	\$ (3,607,411)
Common stock issued for the exercise of warrants	-	-	1,000,000	100	9,900	-	10,000
Common stock issued for settlement of 3(a)(10) debts	-	-	115,900,429	11,590	28,975	-	40,565
Warrants granted for services	-	-	-	-	20,612	-	20,612
Contributed capital	-	-	-	-	264,816	-	264,816
Net loss for the six months ended January 31, 2021	-	-	-	-	-	(12,140,487)	(12,140,487)
Balance, January 31, 2021	<u>10,000,000</u>	<u>\$ 1,000</u>	<u>419,621,968</u>	<u>\$ 41,962</u>	<u>\$ 3,859,531</u>	<u>\$ (19,314,398)</u>	<u>\$ (15,411,905)</u>

See accompanying notes to financial statements.

	For the Six Months Ended January 31,	
	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	\$ 6,561,846	\$(12,140,487)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	128	-
(Gain) Loss on mark-to-market adjustment of judgments payable	(7,540,472)	11,754,326
Common stock warrants issued for services	451,170	20,612
Decrease (increase) in assets:		
Prepaid expense	20,000	500
Increase (decrease) in liabilities:		
Accounts payable	16,486	55,969
Accrued expenses	2,963	2,439
Net cash used in operating activities	<u>(487,879)</u>	<u>(306,641)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	-	-
Net used in investing activities	<u>-</u>	<u>-</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds received from exercise of warrants	-	10,000
Proceeds received on capital contributions	477,500	264,815
Proceeds received from note payable, SBA loan	-	150,000
Net cash provided by financing activities	<u>477,500</u>	<u>424,815</u>
NET CHANGE IN CASH	(10,379)	118,174
CASH AT BEGINNING OF PERIOD	40,321	2,086
CASH AT END OF PERIOD	<u>\$ 29,942</u>	<u>\$ 120,260</u>
SUPPLEMENTAL INFORMATION:		
Interest paid	<u>\$ 40</u>	<u>\$ 15,100</u>
Income taxes paid	<u>\$ -</u>	<u>\$ -</u>
NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Fair value of common stock issued on settlement of 3(a)(10) debts	<u>\$ -</u>	<u>\$ 3,968,338</u>

See accompanying notes to financial statements.

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Halberd Corporation
Notes to Condensed Consolidated Financial Statements
(Unaudited)

Note 1 – Basis of Presentation and Significant Accounting Policies

Nature of Business

Halberd Corporation (“Halberd”, “We”, “Us”, “the Company”) was formed in the State of Nevada on January 26, 2009. It changed its name to Tykhe Corporation on April 22, 2014, and then redomiciled to Colorado and changed its name to Alaric Corporation on January 25, 2017. On March 22, 2020, it changed its name to HALB Transition Corporation, before completing a reorganization whereby the name of the public company again became Halberd Corporation, and Alaric Corporation then became its wholly-owned subsidiary.

Halberd's primary business is the pursuit of treatments for neurodegenerative diseases, such as PTSD/ CTE (Post Traumatic Stress Disorder/Chronic Traumatic Encephalopathy), Alzheimer's Disease, Parkinson's Disease, etc.

Basis of Accounting

Our financial statements are prepared using the accrual method of accounting as generally accepted in the United States of America (U.S. GAAP) and the rules of the Securities and Exchange Commission (SEC).

Basis of Presentation

The accompanying financial statements include the accounts of the following entities, all of which are under common control and ownership as of the date of this report:

<u>Name of Entity</u>	<u>Form of Entity</u>	<u>State of Incorporation</u>	<u>Relationship</u>
Halberd Corporation	Corporation	Colorado	Parent
Alaric Corporation	Corporation	Colorado	Subsidiary

All significant inter-company transactions have been eliminated in the preparation of these financial statements.

These statements reflect all adjustments, which in the opinion of management, are necessary for fair presentation of the information contained therein. Except as otherwise disclosed, all such adjustments are of a normal recurring nature. It is suggested that these unaudited financial statements be read in conjunction with the financial statements of the Company for the year ended July 31, 2021 and notes thereto included in the Company's annual report.

The Company has adopted a fiscal year end of July 31st.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and 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 period. Actual results could differ from those estimates.

Segment Reporting

FASB ASC 280-10-50 requires annual and interim reporting for an enterprise's operating segments and related disclosures about its products, services, geographic areas and major customers. An operating segment is defined as a component of an enterprise that engages in business activities from which it may earn revenues and expenses, and about which separate financial information is regularly evaluated by the chief operating decision maker in deciding how to allocate resources. All of the Company's stores are considered operating segments, and will be aggregated into one reportable segment given the similarities in economic characteristics among the operations represented by the stores and the common nature of the products, customers and methods of distribution.

Fair Value of Financial Instruments

Under FASB ASC 820-10-05, the Financial Accounting Standards Board establishes a framework for measuring fair value in generally accepted accounting principles and expands disclosures about fair value measurements. This Statement reaffirms that fair value is the relevant measurement attribute. The adoption of this standard did not have a material effect on the Company's financial statements as reflected herein. The carrying amounts of cash, accounts payable and accrued expenses reported on the balance sheet are estimated by management to approximate fair value primarily due to the short-term nature of the instruments. The Company had a convertible note payable that required fair value measurement on a recurring basis.

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Halberd Corporation
Notes to Condensed Consolidated Financial Statements
(Unaudited)

Revenue Recognition

The Company recognizes revenue in accordance with ASC 606 — Revenue from Contracts with Customers. Under Topic 606, revenue is recognized when control of the promised goods or services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services.

We determine revenue recognition through the following steps:

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

Sales are recorded when the earnings process is complete or substantially complete, and the revenue is measurable and collectability is reasonably assured, which is typically when products are shipped. Provisions for discounts and rebates to customers, estimated returns and allowances, and other adjustments are provided for in the same period the related sales are recorded. The Company defers any revenue from sales in which payment has been received, but the earnings process has not been completed.

Cost of Merchandise Sales and Occupancy Costs

Cost of merchandise sales and occupancy costs includes the following types of expenses: purchase price of inventory sold, including inbound freight charges; shipping and handling costs; inventory shrinkage costs and valuation adjustments; payroll and benefits costs; store occupancy costs, including rent, common area maintenance, property taxes, utilities, insurance, and depreciation of leasehold improvements and capitalized lease assets. Also included in cost of merchandise sales and occupancy costs is certain consideration received from vendors for vendor rebates, allowances and discounts.

Advertising and Promotion

All costs associated with advertising and promoting products are expensed as incurred. These expenses approximated \$41,609 and \$31,614 for the six months ended January 31, 2022 and 2021, respectively.

Income Taxes

The Company recognizes deferred tax assets and liabilities based on differences between the financial reporting and tax bases of assets and liabilities using the enacted tax rates and laws that are expected to be in effect when the differences are expected to be recovered. The Company provides a valuation allowance for deferred tax assets for which it does not consider realization of such assets to be more likely than not.

Basic and Diluted Loss per Share

The basic net loss per common share is computed by dividing the net loss by the weighted average number of common shares outstanding. Diluted net loss per common share is computed by dividing the net loss adjusted on an “as if converted” basis, by the weighted average number of common shares outstanding plus potential dilutive securities. Potential common shares include stock options, warrants and restricted stock. The number of potential common shares outstanding relating to stock options, warrants and restricted stock is computed using the treasury stock method.

The reconciliation of the denominators used to calculate basic EPS and diluted EPS for the three and six months ended January 31, 2022 and 2021 are as follows:

	Three Months Ended January 31,		Six Months Ended January 31,	
	2022	2021	2022	2021
Weighted average common shares outstanding – basic	511,621,968	352,416,394	511,621,968	334,541,793
Plus: Potentially dilutive common shares:				
Stock warrants	240,682,692	284,396,552	284,371,648	-
Weighted average common shares outstanding – diluted	<u>752,304,660</u>	<u>636,812,946</u>	<u>795,993,616</u>	<u>334,541,793</u>

Stock warrants excluded from the calculation of diluted EPS because their effect was anti-dilutive were 10,000,000 and 23,350,000 for the three and six months ended January 31, 2022, respectively, and -0- and 461,250,000 for the three and six months ended January 31, 2021, respectively.

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Halberd Corporation
Notes to Condensed Consolidated Financial Statements
(Unaudited)

Stock-Based Compensation

The Company accounts for equity instruments issued to employees in accordance with the provisions of ASC 718 Stock Compensation (ASC 718) and Equity-Based Payments to Non-employees pursuant to ASC 2018-07 (ASC 2018-07). All transactions in which goods or services are the consideration received for the issuance of equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more reliably measurable. The measurement date of the fair value of the equity instrument issued is the earlier of the date on which the counterparty's performance is complete or the date at which a commitment for performance by the counterparty to earn the equity instruments is reached because of sufficiently large disincentives for nonperformance.

Uncertain Tax Positions

In accordance with ASC 740, "Income Taxes" ("ASC 740"), the Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be capable of withstanding examination by the taxing authorities based on the technical merits of the position. These standards prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. These standards also provide guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition.

Various taxing authorities periodically audit the Company's income tax returns. These audits include questions regarding the Company's tax filing positions, including the timing and amount of deductions and the allocation of income to various tax jurisdictions. In evaluating the exposures connected with these various tax filing positions, including state and local taxes, the Company records allowances for probable exposures. A number of years may elapse before a particular matter, for which an allowance has been established, is audited and fully resolved. The Company has not yet undergone an examination by any taxing authorities.

The assessment of the Company's tax position relies on the judgment of management to estimate the exposures associated with the Company's various filing positions.

Adoption of New Accounting Standards and Recently Issued Accounting Pronouncements

There are no recently issued accounting pronouncements that the Company has yet to adopt that are expected to have a material effect on its financial position, results of operations, or cash flows.

Note 2 – Going Concern

As shown in the accompanying condensed consolidated financial statements, the Company has incurred recurring losses from operations resulting in an accumulated deficit of \$13,548,607, negative working capital of \$8,136,398, and as of January 31, 2022, the Company's cash on hand may not be sufficient to sustain operations. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management is actively pursuing new customers to increase revenues. In addition, the Company is currently seeking additional sources of capital to fund short term operations. Management believes these factors will contribute toward achieving profitability. The accompanying consolidated financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

The consolidated financial statements do not include any adjustments that might result from the outcome of any uncertainty as to the Company's ability to continue as a going concern. These financial statements also do not

include any adjustments relating to the recoverability and classification of recorded asset amounts, or amounts and classifications of liabilities that might be necessary should the Company be unable to continue as a going concern.

Note 3 – Judgments Payable and Contingent Liabilities

On May 7, 2014, the Company entered into a court ordered settlement in *Securities Counselors, Inc. v. Halberd Corporation*, Case No. 13 L 00000668 for a total of \$279,447 that is to be settled with the payment of 441,278,914 shares of common stock to be issued in tranches pursuant to a Section 3(a)(10) exemption from the Securities Act of 1933's registration requirements. Through January 31, 2022, there were a total of 162,588,671 shares issued in partial extinguishment of this nonmonetary obligation. As of January 31, 2022, there was a balance outstanding of \$176,485 on this judgment that could be converted into approximately 278,690,243 shares of the Company's common stock at a rate of approximately \$0.00063 per share.

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Halberd Corporation Notes to Condensed Consolidated Financial Statements (Unaudited)

On November 25, 2014, in *Securities Counselors, Inc. v. Texas Wyoming Drilling, Inc.*, Case No. 14 L 825, Halberd Corporation, then named Tykhe Corporation, agreed to a settlement in the amount of \$2,822,209, whereby the Company agreed to issue 486,850,070 shares of its common stock at an issuance price of \$0.0057969 per-share in exchange for an interest in various cannabis farming operations in accordance with the November 25, 2014 court order. This November 25, 2014 court order covered several different public companies which participated in this initiative, agreeing to issue shares in exchange for interests in such cannabis farming operations. The Texas Wyoming court order further provided that Securities Counselors Inc. was entitled to 19,438,077 shares of common stock in Halberd Corporation in extinguishment of its accrued liability of \$112,680.10 for additional legal services rendered, which were in addition to the legal services rendered immediately prior to, and covered by, the *Securities Counselors, Inc. v. Halberd Corporation* Case No. 13 L 00000668.

That November 25, 2014, *Securities Counselors, Inc. v. Texas Wyoming Drilling, Inc.* order, however, was later modified in May 2016, effectively extinguishing for Halberd, both the obligation to issue shares as well as any entitlements with respect thereto, except for the share entitlement for legal services. The most relevant provisions relating to this matter of *Securities Counselors, Inc. v. Texas Wyoming Drilling, Inc.* appear in paragraph 6 stating as follows: "Halberd is hereby relieved of its obligations in accordance with the *Securities Counselors, Inc. v. Texas Wyoming Drilling, Inc.* 2014 Order, including any obligation to issue the 486,850,070 shares ... and to receive shares in any of the other Issuers is hereby extinguished. The 19,438,077 shares, which Halberd was obligated to issue SCI shall increase to 321,943,143, to reflect the corresponding decrease in its share price." Mathematically, the \$112,680 divided by the 321,943,143 shares is \$0.00035 per-share.

As of January 31, 2022, there was a balance outstanding of \$39,915 on this judgment that could be converted into approximately 114,042,714 shares of the Company's common stock at a rate of approximately \$0.00035 per share. A total of 207,900,429 shares were issued in satisfaction of approximately \$72,765 of this obligation over various dates from August 5, 2020 through July 29, 2021.

As of January 31, 2022 and 2021, the aggregate market value of the Company's judgments payable in common stock was \$8,051,026 and \$15,317,561, respectively, based on the closing stock prices of \$0.0205 and \$0.0316 per share, respectively. Thus, we recorded a gain of \$7,540,473 and a loss of \$11,771,865 for the six months ending January 31, 2022 and 2021, respectively, to reflect the change in the market value of the stock committed to these judgments payable. The balance of the judgments payable will be adjusted quarterly to reflect changes in the market value of the committed common stock.

Note 4 – Fair Value of Financial Instruments

Under FASB ASC 820-10-5, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). The

standard outlines a valuation framework and creates a fair value hierarchy in order to increase the consistency and comparability of fair value measurements and the related disclosures. Under GAAP, certain assets and liabilities must be measured at fair value, and FASB ASC 820-10-50 details the disclosures that are required for items measured at fair value.

The Company has certain financial instruments that must be measured under the new fair value standard. The Company's financial assets and liabilities are measured using inputs from the three levels of the fair value hierarchy. The three levels are as follows:

Level 1 - Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.

Level 2 - Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (e.g., interest rates, yield curves, etc.), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

Level 3 - Unobservable inputs that reflect our assumptions about the assumptions that market participants would use in pricing the asset or liability.

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Halberd Corporation
Notes to Condensed Consolidated Financial Statements
(Unaudited)

The following schedule summarizes the valuation of financial instruments at fair value on a recurring basis in the balance sheets as of January 31, 2022 and July 31, 2021, respectively:

	Fair Value Measurements at January 31, 2022		
	Level 1	Level 2	Level 3
Assets			
Cash	\$ 29,942	\$ -	\$ -
Total assets	29,942	-	-
Liabilities			
Judgments payable	-	-	8,051,026
Note payable, SBA loan	-	150,000	-
Total liabilities	-	150,000	8,051,026
	<u>\$ 29,942</u>	<u>\$ (150,000)</u>	<u>\$(8,051,026)</u>
Fair Value Measurements at July 31, 2021			
	Level 1	Level 2	Level 3
Assets			
Cash	\$ 40,321	\$ -	\$ -
Total assets	40,321	-	-
Liabilities			
Judgments payable	-	-	15,591,498
Note payable, SBA loan	-	150,000	-
Total liabilities	-	150,000	15,591,498
	<u>\$ 40,321</u>	<u>\$ (150,000)</u>	<u>\$(15,591,498)</u>

The fair value of our intellectual properties is deemed to approximate book value, and are considered Level 3 inputs as defined by ASC Topic 820-10-35.

There were no transfers of financial assets or liabilities between Level 1, Level 2 and Level 3 inputs for the six months ended January 31, 2022 or the year ended July 31, 2021.

Note 5 – Note Payable, SBA Loan

Note payable, SBA loan consisted of the following at January 31, 2022 and July 31, 2021, respectively:

	January 31, 2022	July 31, 2021
On September 2, 2020, the Company, borrowed \$150,000 from Standard Financing, pursuant to a Promissory Note issued by the Company to Standard Financing (the “SBA Loan”). The loan was made pursuant to the Covid-19 Economic Injury Disaster Loan Program established as part of the Coronavirus Aid, Relief, and Economic Security Act (the “EIDL Program”). The SBA Loan carried interest at 3.75% per annum, payable in \$731 monthly payments over thirty (30) years from the date of the note, with the initial payment deferred until September 2, 2022.	\$ 150,000	\$ 150,000
Total note payable, SBA loan	\$ 150,000	\$ 150,000

The Company recorded interest expense on notes payable in the amount of \$2,964 and \$2,439 for the six months ended January 31, 2022 and 2021, respectively.

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Halberd Corporation
Notes to Condensed Consolidated Financial Statements
(Unaudited)

Note 6 – Changes in Stockholders’ Equity (Deficit)

Series A Preferred Stock

The Company is authorized to issue 25,000,000 shares of preferred stock with a par value of \$0.0001 per share, of which 10,000,000 have been designated as Series A Preferred Stock (“Series A Preferred”), with the remaining 15,000,000 shares available for designation from time to time by the Board as set forth below. As of January 31, 2022, there were 10,000,000 shares of Series A Preferred issued and outstanding. The Board of Directors is authorized to determine any number of series into which the undesignated shares of preferred stock may be divided and to determine the rights, preferences, privileges and restrictions granted to any series of the preferred stock.

Common Stock

Common stock consists of \$0.0001 par value, 800,000,000 shares authorized, of which 511,621,968 shares were issued and outstanding as of January 31, 2022.

Contributed Capital

On various dates between August 1, 2021 and January 28, 2022, Securities Counselors Group and Epidemiologic Solutions Corp. contributed capital in the combined amount of \$477,500 to pay expenses for operations.

Note 7 – Common Stock Warrants

Warrants to purchase a total of 461,250,000 shares of common stock at a weighted average strike price of \$0.01 were outstanding as of January 31, 2022.

Warrants Granted for Services

On January 22, 2022, the Company issued warrants to purchase 750,000 shares, exercisable at \$0.0196 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 292% and a weighted average call option value of \$0.0196, was \$14,685.

On January 15, 2022, the Company issued warrants to purchase 10,000,000 shares, exercisable at \$0.0206 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 293% and a weighted average call option value of \$0.0206, was \$205,788.

On December 15, 2021, the Company issued warrants to purchase 1,000,000 shares, exercisable at \$0.0175 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 297% and a weighted average call option value of \$0.0175, was \$17,484.

On December 5, 2021, the Company issued warrants to purchase 10,000,000 shares, exercisable at \$0.0188 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 300% and a weighted average call option value of \$0.0188, was \$187,853.

On December 5, 2021, the Company issued warrants to purchase 1,000,000 shares, exercisable at \$0.0188 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 300% and a weighted average call option value of \$0.0188, was \$18,785.

On December 5, 2021, the Company issued warrants to purchase 350,000 shares, exercisable at \$0.0188 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 300% and a weighted average call option value of \$0.0188, was \$6,575.

Amended Warrants

On December 5, 2021, the Company cancelled previously issued warrants to purchase 250,000 shares, exercisable at \$0.0235 per share and issued new warrants to purchase 250,000 shares, exercisable at \$0.0188 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 300% and a weighted average call option value of \$0.0188, was \$4,696, which was not materially different than the value of the cancelled warrants.

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Halberd Corporation **Notes to Condensed Consolidated Financial Statements** (Unaudited)

Note 8 – Income Taxes

The Company accounts for income taxes under FASB ASC 740-10, which requires use of the liability method. FASB ASC 740-10-25 provides that deferred tax assets and liabilities are recorded based on the differences between the tax basis of assets and liabilities and their carrying amounts for financial reporting purposes, referred to as temporary differences.

As of January 31, 2022, the Company incurred a taxable net operating loss and, accordingly, no provision for income taxes has been recorded. In addition, no benefit for income taxes has been recorded due to the uncertainty of the realization of any tax assets. The Company had approximately \$3,624,000 of federal net operating loss carry forwards at January 31, 2022. The net operating loss carry forwards, if not utilized, will begin to expire in 2029.

The components of the Company's deferred tax asset are as follows:

	January 31, 2022	July 31, 2021
Deferred tax assets:		
Net operating loss carry forwards	\$ 761,040	\$ 640,500
Net deferred tax assets before valuation allowance	\$ 761,040	\$ 640,500
Less: Valuation allowance	(761,040)	(640,500)
Net deferred tax assets	\$ -	\$ -

Based on the available objective evidence, including the Company's history of losses, management believes it is more likely than not that the net deferred tax assets will not be fully realizable. Accordingly, the Company provided for a full valuation allowance against its net deferred tax assets at January 31, 2022 and July 31, 2021, respectively. The Company had no uncertain tax positions as of January 31, 2022. A reconciliation between the amounts of income tax benefit determined by applying the applicable U.S. and State statutory income tax rate to pre-tax loss is as follows:

	January 31, 2022	July 31, 2021
Federal and state statutory rate	21%	21%
Change in valuation allowance on deferred tax assets	(21%)	(21%)

Note 9 – Commitments and Contingencies

The Company may be involved in various inquiries, administrative proceedings and litigation relating to matters arising from our operations prior to the change in management and spin-off of our subsidiary on July 31, 2012. The Company is not currently a defendant in any material litigation and is not aware of any threatened litigation that could have a material effect on the Company. Management is not able to estimate the minimum loss to be incurred, if any, as a result of the final outcome of these matters but believes they are not likely to have a material adverse effect upon the Company's financial position or results of operations and, accordingly, no provision for loss has been recorded.

The Company has received a binding funding commitment from Epidemiological Solutions Corporation, a charitable organization recently approved by the Internal Revenue Service and qualified under Internal Revenue Code section 501(c)(3), for \$2,000,000 to fund the Company's research and development endeavors. As of January 31, 2022, \$729,782 had been paid on this commitment, beginning with the first payment of \$21,782 on, or about, September 2, 2020, as presented as Contributed Capital within the Statement of Stockholders Equity (Deficit). The charitable organization is committed to monthly payments of \$50,000 pursuant to its sponsored research agreement with Arizona State University.

On May 7, 2014, the Company entered into a court ordered settlement for a total of \$279,447 that is to be settled with the payment of shares of common stock pursuant to a Section 3(a)(10) exemption from the Securities Act of 1933's registration requirements. As of January 31, 2022, there was a balance outstanding of \$176,485 on this judgment that could be converted into approximately 278,690,243 shares of the Company's common stock at a rate of approximately \$0.00063 per share.

On November 25, 2014, a judgment in the amount of \$2,934,889 was awarded against the Company's wholly-owned subsidiary, Alaric Corporation. On April 29, 2016, a total of \$2,822,209 of this was relinquished pursuant to an exchange of properties. The remaining \$112,680 judgment was replaced on May 4, 2016, pursuant to a new judgment. As of January 31, 2022, there was a balance outstanding of \$39,915 on this judgment that could be converted into approximately 114,042,714 shares of the Company's common stock at a rate of approximately \$0.00035 per share.

As of January 31, 2022 and 2021, the aggregate market value of the Company's judgments payable in common stock was \$8,051,026 and \$15,317,561, respectively, based on the closing stock prices of \$0.0205 and \$0.0316 per share, respectively. Thus, we recorded a gain of \$7,540,473 and a loss of \$11,754,326 for the six months ended January 31, 2022 and 2021, respectively, to reflect the change in the market value of the stock committed to these judgments payable. The balance of the judgments payable will be adjusted quarterly to reflect changes in the market value of the committed common stock.

Note 10 – Subsequent Events

The Company evaluates events that have occurred after the balance sheet date through the date hereof, which these financial statements were issued. No events occurred of a material nature that would have required adjustments to or disclosure in these financial statements except as follows:

Capital Contributions

On February 5, 2022, the Company received \$50,000 in contributed capital from Epidemiologic Solutions Corp.

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Index to Financial Statements For the Fiscal Years Ended July 31, 2021 and 2020

<u>Report of Independent Registered Public Accounting Firm</u>	F-2
<u>Consolidated Balance Sheets as of July 31, 2021 and 2020</u>	F-3
<u>Consolidated Statements of Operations for the years ended July 31, 2021 and 2020</u>	F-4
<u>Consolidated Statements of Stockholders' Equity for the years ended July 31, 2021 and 2020</u>	F-5
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Report of Independent Registered Public Accounting Firm

To the shareholders and the board of directors of Halberd Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Halberd Corporation as of July 31, 2021 and 2020, the related statements of operations, stockholders' equity (deficit), and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of July 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States.

Substantial Doubt about the Company's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company's significant operating losses raise substantial doubt about its ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

Critical Audit Matter

Critical audit matters are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments.

We determined that there are no critical audit matters.

/S/ BF Borgers CPA PC

We have served as the Company's auditor since 2021

Lakewood, CO

March 10, 2022

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HALBERD CORPORATION CONSOLIDATED BALANCE SHEETS

ASSETS	July 31, 2021	July 31, 2020
Current assets:		
Cash	\$ 40,321	\$ 2,086
Prepaid expense	21,750	2,250
Total current assets	<u>62,071</u>	<u>4,336</u>
Fixed assets, net	<u>1,281</u>	<u>-</u>

Total assets	\$ 63,352	\$ 4,336
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LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)

Current liabilities:

Accounts payable	\$ 92,315	\$ 7,947
Accrued expenses	5,300	-
Judgments payable	15,591,498	3,603,800
Total current liabilities	15,689,113	3,611,747

Long term liabilities:

Note payable, SBA loan	150,000	-
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Total liabilities	15,839,113	3,611,747
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Commitments and contingencies	-	-
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Stockholders' equity (deficit):

Preferred stock, \$0.0001 par value, 25,000,000 shares authorized, 10,000,000 shares issued and outstanding	1,000	1,000
Common stock, \$0.0001 par value, 800,000,000 shares authorized, 511,621,968 and 302,721,539 shares issued and outstanding at July 31, 2021 and July 31, 2020, respectively	51,162	30,272
Additional paid in capital	4,282,530	3,535,228
Accumulated deficit	(20,110,453)	(7,173,911)
Total stockholders' equity (deficit)	(15,775,761)	(3,607,411)

Total liabilities and stockholders' equity (deficit)	\$ 63,352	\$ 4,336
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The accompanying notes are an integral part of these financial statements.

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HALBERD CORPORATION CONSOLIDATED STATEMENTS OF OPERATIONS

	For the Years Ended	
	July 31,	
	2021	2020
Revenue	\$ 5,238	\$ -
Cost of sales	4,295	-
Gross profit	943	-
Operating expenses:		
General and administrative	98,817	20,761
Research and development	688,482	20,000
Professional fees	69,323	1,611,330
Total operating expenses	856,622	1,652,091
Operating loss	(855,679)	(1,652,091)
Other income (expense):		
Loss on mark-to-market fair value adjustment of settlements payable	(12,060,463)	(2,883,040)
Interest expense	(20,400)	-

Total other income (expense)	(12,080,863)	(2,883,040)
Net loss	<u>\$ (12,936,542)</u>	<u>\$ (4,535,131)</u>
Weighted average number of common shares outstanding - basic and fully diluted	<u>393,192,510</u>	<u>302,721,539</u>
Net loss per share - basic and fully diluted	<u>\$ (0.03)</u>	<u>\$ (0.01)</u>

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

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HALBERD CORPORATION
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (DEFICIT)

	<u>Preferred Stock</u>		<u>Common Stock</u>		<u>Additional Paid-in Capital</u>	<u>Accumulated Deficit</u>	<u>Total Stockholders' Equity</u>
	<u>Shares</u>	<u>Amount</u>	<u>Shares</u>	<u>Amount</u>			
Balance, July 31, 2019	10,000,000	\$ 1,000	302,721,539	\$ 30,272	\$ 1,886,748	\$ (2,638,780)	\$ (720,760)
Warrants granted for services	-	-	-	-	1,603,830	-	1,603,830
Contributed capital	-	-	-	-	44,650	-	44,650
Net loss for the year ended July 31, 2020	-	-	-	-	-	(4,535,131)	(4,535,131)
Balance, July 31, 2020	<u>10,000,000</u>	<u>\$ 1,000</u>	<u>302,721,539</u>	<u>\$ 30,272</u>	<u>\$ 3,535,228</u>	<u>\$ (7,173,911)</u>	<u>\$ (3,607,411)</u>
Warrants granted for services	-	-	-	-	20,612	-	20,612
Common stock issued for the exercise of warrants	-	-	1,000,000	100	9,900	-	10,000
Common stock issued for settlement of 3(a)(10) debts	-	-	207,900,429	20,790	51,975	-	72,765
Contributed capital	-	-	-	-	664,815	-	664,815
Net loss for the year ended July 31, 2021	-	-	-	-	-	(12,936,542)	(12,936,542)
Balance, July 31, 2021	<u>10,000,000</u>	<u>\$ 1,000</u>	<u>511,621,968</u>	<u>\$ 51,162</u>	<u>\$ 4,282,530</u>	<u>\$ (20,110,453)</u>	<u>\$ (15,775,761)</u>

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

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HALBERD CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS

	For the Years Ended	
	July 31,	
	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	\$(12,936,542)	\$(4,535,131)
Adjustments to reconcile net loss to net cash used in operating activities:		
Loss on mark-to-market adjustment of judgments payable	12,060,463	2,883,040
Common stock warrants issued for services	20,612	1,603,830
Decrease (increase) in assets:		
Prepaid expense	(19,500)	(2,250)
Increase (decrease) in liabilities:		
Accounts payable	84,368	7,947
Accrued expenses	5,300	-
Net cash used in operating activities	<u>(785,299)</u>	<u>(42,564)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(1,281)	-
Net used in investing activities	<u>(1,281)</u>	<u>-</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds received from exercise of warrants	10,000	-
Proceeds received on capital contributions	664,815	44,650
Proceeds received from note payable, SBA loan	150,000	-
Net cash provided by financing activities	<u>824,815</u>	<u>44,650</u>
NET CHANGE IN CASH	38,235	2,086
CASH AT BEGINNING OF PERIOD	<u>2,086</u>	<u>-</u>
CASH AT END OF PERIOD	<u>\$ 40,321</u>	<u>\$ 2,086</u>
SUPPLEMENTAL INFORMATION:		
Interest paid	<u>\$ 15,100</u>	<u>\$ -</u>
Income taxes paid	<u>\$ -</u>	<u>\$ -</u>
NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Fair value of common stock issued on settlement of 3(a)(10) debts	<u>\$ 8,424,338</u>	<u>\$ -</u>

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

Note 1 – Basis of Presentation and Significant Accounting PoliciesNature of Business

Halberd Corporation (“Halberd”, “We”, “Us”, “the Company”) was formed in the State of Nevada on January 26, 2009. It changed its name to Tykhe Corporation on April 22, 2014, and then redomiciled to Colorado and changed its name to Alaric Corporation on January 25, 2017. On March 22, 2020, it changed its name to HALB Transition Corporation, before completing a reorganization whereby the name of the public company again became Halberd Corporation, and Alaric Corporation then became its wholly-owned subsidiary.

Halberd's primary business is the pursuit of treatments for neurodegenerative diseases, such as PTSD/ CTE (Post Traumatic Stress Disorder/Chronic Traumatic Encephalopathy), Alzheimer's Disease, Parkinson's Disease, etc.

Basis Of Accounting

Our financial statements are prepared using the accrual method of accounting as generally accepted in the United States of America (U.S. GAAP) and the rules of the Securities and Exchange Commission (SEC).

Basis of Presentation

The accompanying financial statements include the accounts of the following entities, all of which are under common control and ownership as of the date of this report:

<u>Name of Entity</u>	<u>Form of Entity</u>	<u>State of Incorporation</u>	<u>Relationship</u>
Halberd Corporation	Corporation	Colorado	Parent
Alaric Corporation	Corporation	Colorado	Subsidiary

All significant inter-company transactions have been eliminated in the preparation of these financial statements.

These statements reflect all adjustments, which in the opinion of management, are necessary for fair presentation of the information contained therein. Except as otherwise disclosed, all such adjustments are of a normal recurring nature. It is suggested that these unaudited financial statements be read in conjunction with the financial statements of the Company for the year ended July 31, 2020 and notes thereto included in the Company's annual report.

The Company has adopted a fiscal year end of July 31st.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and 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 period. Actual results could differ from those estimates.

Segment Reporting

FASB ASC 280-10-50 requires annual and interim reporting for an enterprise's operating segments and related disclosures about its products, services, geographic areas and major customers. An operating segment is defined as a component of an enterprise that engages in business activities from which it may earn revenues and expenses, and about which separate financial information is regularly evaluated by the chief operating decision maker in deciding how to allocate resources. All of the Company's stores are considered operating segments, and will be aggregated into one reportable segment given the similarities in economic characteristics among the operations represented by the stores and the common nature of the products, customers and methods of distribution.

Fair Value of Financial Instruments

Under FASB ASC 820-10-05, the Financial Accounting Standards Board establishes a framework for measuring fair value in generally accepted accounting principles and expands disclosures about fair value measurements. This Statement reaffirms that fair value is the relevant measurement attribute. The adoption of this standard did not have a material effect on the Company's financial statements as reflected herein. The carrying amounts of cash, accounts payable and accrued expenses reported on the balance sheet are estimated by management to approximate fair value primarily due to the short-term nature of the instruments. The Company had a convertible note payable that required fair value measurement on a recurring basis.

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Revenue Recognition

The Company recognizes revenue in accordance with ASC 606 — Revenue from Contracts with Customers. Under Topic 606, revenue is recognized when control of the promised goods or services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services.

We determine revenue recognition through the following steps:

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

Sales are recorded when the earnings process is complete or substantially complete, and the revenue is measurable and collectability is reasonably assured, which is typically when products are shipped. Provisions for discounts and rebates to customers, estimated returns and allowances, and other adjustments are provided for in the same period the related sales are recorded. The Company defers any revenue from sales in which payment has been received, but the earnings process has not been completed.

Cost of Merchandise Sales and Occupancy Costs

Cost of merchandise sales and occupancy costs includes the following types of expenses: purchase price of inventory sold, including inbound freight charges; shipping and handling costs; inventory shrinkage costs and valuation adjustments; payroll and benefits costs; store occupancy costs, including rent, common area maintenance, property taxes, utilities, insurance, and depreciation of leasehold improvements and capitalized lease assets. Also included in cost of merchandise sales and occupancy costs is certain consideration received from vendors for vendor rebates, allowances and discounts.

Advertising and Promotion

All costs associated with advertising and promoting products are expensed as incurred. These expenses approximated \$56,144 and \$-0- for the years ended July 31, 2021 and 2020, respectively.

Income Taxes

The Company recognizes deferred tax assets and liabilities based on differences between the financial reporting and tax bases of assets and liabilities using the enacted tax rates and laws that are expected to be in effect when the differences are expected to be recovered. The Company provides a valuation allowance for deferred tax assets for which it does not consider realization of such assets to be more likely than not.

Basic and Diluted Loss per Share

The basic net loss per common share is computed by dividing the net loss by the weighted average number of common shares outstanding. Diluted net loss per common share is computed by dividing the net loss adjusted on an “as if converted” basis, by the weighted average number of common shares outstanding plus potential dilutive securities. For the periods presented, there were no outstanding potential common stock equivalents and therefore basic and diluted earnings per share result in the same figure.

Stock-Based Compensation

The Company accounts for equity instruments issued to employees in accordance with the provisions of ASC 718 Stock Compensation (ASC 718) and Equity-Based Payments to Non-employees pursuant to ASC 2018-07 (ASC 2018-07). All transactions in which goods or services are the consideration received for the issuance of equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more reliably measurable. The measurement date of the fair value of the equity instrument issued is the earlier of the date on which the counterparty’s performance is complete or the date at which a commitment for performance by the counterparty to earn the equity instruments is reached because of sufficiently large disincentives for nonperformance.

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Uncertain Tax Positions

In accordance with ASC 740, “Income Taxes” (“ASC 740”), the Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be capable of withstanding examination by the taxing authorities based on the technical merits of the position. These standards prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to

be taken in a tax return. These standards also provide guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition.

Various taxing authorities periodically audit the Company's income tax returns. These audits include questions regarding the Company's tax filing positions, including the timing and amount of deductions and the allocation of income to various tax jurisdictions. In evaluating the exposures connected with these various tax filing positions, including state and local taxes, the Company records allowances for probable exposures. A number of years may elapse before a particular matter, for which an allowance has been established, is audited and fully resolved. The Company has not yet undergone an examination by any taxing authorities.

The assessment of the Company's tax position relies on the judgment of management to estimate the exposures associated with the Company's various filing positions.

Adoption of New Accounting Standards and Recently Issued Accounting Pronouncements

There are no recently issued accounting pronouncements that the Company has yet to adopt that are expected to have a material effect on its financial position, results of operations, or cash flows.

Note 2 – Going Concern

As shown in the accompanying condensed consolidated financial statements, the Company has incurred recurring losses from operations resulting in an accumulated deficit of \$20,110,453, negative working capital of \$15,627,042, and as of July 31, 2021, the Company's cash on hand may not be sufficient to sustain operations. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management is actively pursuing new customers to increase revenues. In addition, the Company is currently seeking additional sources of capital to fund short term operations. Management believes these factors will contribute toward achieving profitability. The accompanying consolidated financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

The consolidated financial statements do not include any adjustments that might result from the outcome of any uncertainty as to the Company's ability to continue as a going concern. These financial statements also do not include any adjustments relating to the recoverability and classification of recorded asset amounts, or amounts and classifications of liabilities that might be necessary should the Company be unable to continue as a going concern.

Note 3 – Judgments Payable and Contingent Liabilities

On May 7, 2014, the Company entered into a court ordered settlement in *Securities Counselors, Inc. v. Halberd Corporation*, Case No. 13 L 00000668 for a total of \$279,447 that is to be settled with the payment of 441,278,914 shares of common stock to be issued in tranches pursuant to a Section 3(a)(10) exemption from the Securities Act of 1933's registration requirements. Through July 31, 2021, there were a total of 162,588,671 shares issued in partial extinguishment of this nonmonetary obligation. As of July 31, 2021, there was a balance outstanding of \$176,485 on this judgment that could be converted into approximately 278,690,243 shares of the Company's common stock at a rate of approximately \$0.00063 per share.

On November 25, 2014, in *Securities Counselors, Inc. v. Texas Wyoming Drilling, Inc.*, Case No. 14 L 825, Halberd Corporation, then named Tykhe Corporation, agreed to a settlement in the amount of \$2,822,209, whereby the Company agreed to issue 486,850,070 shares of its common stock at an issuance price of \$0.0057969 per-share in exchange for an interest in various cannabis farming operations in accordance with the November 25, 2014 court order. This November 25, 2014 court order covered several different public companies which participated in this initiative, agreeing to issue shares in exchange for interests in such cannabis farming operations. The Texas Wyoming court order further provided that Securities Counselors Inc. was entitled to 19,438,077 shares of common stock in Halberd Corporation in extinguishment of its accrued liability of \$112,680.10 for additional legal services rendered, which were in addition to the legal services rendered immediately prior to, and covered by, the *Securities Counselors, Inc. v. Halberd Corporation* Case No. 13 L 00000668.

That November 25, 2014, *Securities Counselors, Inc. v. Texas Wyoming Drilling, Inc.* order, however, was later modified in May 2016, effectively extinguishing for Halberd, both the obligation to issue shares as well as any entitlements with respect thereto, except for the share entitlement for legal services. The most relevant provisions relating to this matter of *Securities Counselors, Inc. v. Texas Wyoming Drilling, Inc.* appear in paragraph 6 stating as follows: “Halberd is hereby relieved of its obligations in accordance with the *Securities Counselors, Inc. v. Texas Wyoming Drilling, Inc.* 2014 Order, including any obligation to issue the 486,850,070 shares ... and to receive shares in any of the other Issuers is hereby extinguished. The 19,438,077 shares, which Halberd was obligated to issue SCI shall increase to 321,943,143, to reflect the corresponding decrease in its share price.” Mathematically, the \$112,680.10 divided by the 321,943,143 shares is \$0.00035 per-share.

As of July 31, 2021, there was a balance outstanding of \$39,915 on this judgment that could be converted into approximately 114,042,714 shares of the Company’s common stock at a rate of approximately \$0.00035 per share. A total of 207,900,429 shares were issued in satisfaction of approximately \$72,765 of this obligation over various dates from August 5, 2020 through July 29, 2021.

As of July 31, 2021 and 2020, the aggregate market value of the Company’s judgments payable in common stock was \$15,591,498 and \$3,603,800, respectively, based on the closing stock prices of \$0.0397 and \$0.0060 per share, respectively. Thus, we recorded a loss of \$12,060,463 and \$2,883,040 for the years ended July 31, 2021 and 2020, respectively, to reflect the change in the market value of the stock committed to these judgments payable. The balance of the judgments payable will be adjusted quarterly to reflect changes in the market value of the committed common stock.

Note 4 – Fair Value of Financial Instruments

Under FASB ASC 820-10-5, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). The standard outlines a valuation framework and creates a fair value hierarchy in order to increase the consistency and comparability of fair value measurements and the related disclosures. Under GAAP, certain assets and liabilities must be measured at fair value, and FASB ASC 820-10-50 details the disclosures that are required for items measured at fair value.

The Company has certain financial instruments that must be measured under the new fair value standard. The Company’s financial assets and liabilities are measured using inputs from the three levels of the fair value hierarchy. The three levels are as follows:

Level 1 - Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.

Level 2 - Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (e.g., interest rates, yield curves, etc.), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

Level 3 - Unobservable inputs that reflect our assumptions about the assumptions that market participants would use in pricing the asset or liability.

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The following schedule summarizes the valuation of financial instruments at fair value on a recurring basis in the balance sheets as of July 31, 2021 and 2020, respectively:

	Fair Value Measurements at July 31, 2021		
	Level 1	Level 2	Level 3
Assets			

Cash	\$ 40,321	\$ -	\$ -
Total assets	40,321	-	-
Liabilities			
Judgments payable	-	-	15,591,498
Note payable, SBA loan	-	150,000	-
Total liabilities	-	150,000	15,591,498
	<u>\$ 40,321</u>	<u>\$ (150,000)</u>	<u>\$ (15,591,498)</u>

**Fair Value Measurements at July 31,
2020**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Assets			
Cash	\$ 2,086	\$ -	\$ -
Total assets	2,086	-	-
Liabilities			
Judgments payable	-	-	3,603,800
Total liabilities	-	-	3,603,800
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (3,603,800)</u>

The fair value of our intellectual properties is deemed to approximate book value, and are considered Level 3 inputs as defined by ASC Topic 820-10-35.

There were no transfers of financial assets or liabilities between Level 1, Level 2 and Level 3 inputs for the years ended July 31, 2021 or the year ended July 31, 2020.

Note 5 – Note Payable, SBA Loan

Note payable, SBA loan consisted of the following at July 31, 2021 and 2020, respectively:

	<u>July 31, 2021</u>	<u>July 31, 2020</u>
On September 2, 2020, the Company, borrowed \$150,000 from Standard Financing, pursuant to a Promissory Note issued by the Company to Standard Financing (the “SBA Loan”). The loan was made pursuant to the Covid-19 Economic Injury Disaster Loan Program established as part of the Coronavirus Aid, Relief, and Economic Security Act (the “EIDL Program”). The SBA Loan carried interest at 3.75% per annum, payable in \$731 monthly payments over thirty (30) years from the date of the note, with the initial payment deferred until September 2, 2022.	\$ 150,000	\$ -
Total note payable, SBA loan	<u>\$ 150,000</u>	<u>\$ -</u>

The Company recorded interest expense on the SBA loan in the amount of \$20,400 and \$-0- for the years ended July 31, 2021 and 2020, respectively, including \$15,100 of fees to obtain the loan.

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Note 6 – Changes in Stockholders’ Equity (Deficit)

Series A Preferred Stock

The Company is authorized to issue 25,000,000 shares of preferred stock with a par value of \$0.0001 per share, of which 10,000,000 have been designated as Series A Preferred Stock (“Series A Preferred”), with the remaining 15,000,000 shares available for designation from time to time by the Board as set forth below. As of July 31, 2021, there were 10,000,000 shares of Series A Preferred issued and outstanding. The Board of Directors is authorized to

determine any number of series into which the undesignated shares of preferred stock may be divided and to determine the rights, preferences, privileges and restrictions granted to any series of the preferred stock.

Common Stock

Common stock consists of \$0.0001 par value, 800,000,000 shares authorized, of which 511,621,968 shares were issued and outstanding as of July 31, 2021.

Common Stock Sales

On October 23, 2020, the Company sold 1,000,000 shares of its common stock pursuant to the partial exercise of a warrant agreement in exchange for proceeds of \$10,000.

Common Stock Issued in Satisfaction of Judgments Payable

On July 29, 2021, the Company issued 40,000,000 shares in satisfaction of \$14,000 of Judgments Payable at a conversion rate of \$0.00035 per share pursuant to a court ordered judgment under Rule 3(a)(10).

On April 18, 2021, the Company issued 32,000,000 shares in satisfaction of \$11,200 of Judgments Payable at a conversion rate of \$0.00035 per share pursuant to a court ordered judgment under Rule 3(a)(10).

On March 23, 2021, the Company issued 20,000,000 shares in satisfaction of \$7,000 of Judgments Payable at a conversion rate of \$0.00035 per share pursuant to a court ordered judgment under Rule 3(a)(10), resulting in a loss on exchange of \$468,148.

On January 23, 2021, the Company issued 27,323,300 shares in satisfaction of \$9,563 of Judgments Payable at a conversion rate of \$0.00035 per share pursuant to a court ordered judgment under Rule 3(a)(10).

On January 15, 2021, the Company issued 21,896,237 shares in satisfaction of \$7,664 of Judgments Payable at a conversion rate of \$0.00035 per share pursuant to a court ordered judgment under Rule 3(a)(10).

On January 14, 2021, the Company issued 11,863,414 shares in satisfaction of \$4,152 of Judgments Payable at a conversion rate of \$0.00035 per share pursuant to a court ordered judgment under Rule 3(a)(10).

On December 16, 2020, the Company issued 19,908,739 shares in satisfaction of \$6,968 of Judgments Payable at a conversion rate of \$0.00035 per share pursuant to a court ordered judgment under Rule 3(a)(10).

On November 21, 2020, the Company issued 19,908,739 shares in satisfaction of \$6,968 of Judgments Payable at a conversion rate of \$0.00035 per share pursuant to a court ordered judgment under Rule 3(a)(10).

On August 7, 2020, the Company issued 15,000,000 shares in satisfaction of \$5,250 of Judgments Payable at a conversion rate of \$0.00035 per share pursuant to a court ordered judgment under Rule 3(a)(10).

Contributed Capital

On various dates between September 2, 2020 and June 11, 2021, Securities Counselors Group and Epidemiologic Solutions Corp. contributed capital in the combined amount of \$534,815 to pay expenses for operations.

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Note 7 – Common Stock Warrants

Warrants to purchase a total of 461,250,000 shares of common stock at a weighted average strike price of \$0.01 were outstanding as of July 31, 2021.

Warrants Exercised

On October 23, 2020, the Company sold 1,000,000 shares of its common stock pursuant to the partial exercise of a warrant agreement in exchange for proceeds of \$10,000.

Warrants Issued for Services

On January 4, 2021, the Company issued warrants to purchase 250,000 shares, exercisable at \$0.0235 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 277% and a weighted average call option value of \$0.0235, was \$5,863.

On November 25, 2020, the Company issued warrants to purchase 250,000 shares, exercisable at \$0.01 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 268% and a weighted average call option value of \$0.0245, was \$6,115.

On September 10, 2020, the Company issued warrants to purchase an aggregate 1,750,000 shares, exercisable at \$0.01 per share over a ten-year term, to four scientific advisors for services provided. The aggregate estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 232% and a weighted average call option value of \$0.0049, was \$8,634.

On June 24, 2020, the Company issued warrants to purchase 10,000,000 shares, exercisable at \$0.01 per share over a ten-year term, to a member of the board of directors for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 232% and a weighted average call option value of \$0.0089, was \$89,116.

On May 3, 2020, the Company issued warrants to purchase an aggregate 300,000,000 shares, exercisable at \$0.01 per share over a ten-year term, to three members of the board of directors for services provided. The aggregate estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 246% and a weighted average call option value of \$0.0034, was \$1,009,809.

On May 3, 2020, the Company issued warrants to purchase 150,000,000 shares, exercisable at \$0.01 per share over a ten-year term, to a consultant for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 246% and a weighted average call option value of \$0.0034, was \$504,905.

The following is a summary of information about our warrants to purchase common stock outstanding at July 31, 2021.

Shares Underlying Warrants Outstanding			Shares Underlying Warrants Exercisable		
Range of Exercise Prices	Shares Underlying Warrants Outstanding	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price	Shares Underlying Warrants Exercisable	Weighted Average Exercise Price
\$0.01 to \$0.0235	461,250,000	4.59 years	\$ 0.01	461,250,000	\$ 0.01

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The fair value of each warrant grant is estimated on the date of grant using the Black-Scholes option pricing model with the following weighted-average assumptions used for grants under the fixed option plan:

	July 31, 2021	July 31, 2020
Average risk-free interest rates	0.31%	0.35%
Average expected life (in years)	5.00	5.00

Volatility	245%	243%
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The following is a summary of activity of outstanding common stock warrants:

	Number of Shares	Weighted Average Exercise Price
Balance, July 31, 2019	-	\$ -
Warrants granted	460,000,000	0.01
Balance, July 31, 2020	460,000,000	\$ 0.01
Warrants granted	2,250,000	0.01
Warrants exercised	(1,000,000)	(0.01)
Balance, July 31, 2021	461,250,000	\$ 0.01
Exercisable, July 31, 2021	461,250,000	\$ 0.01

Note 8 – Income Taxes

The Company accounts for income taxes under FASB ASC 740-10, which requires use of the liability method. FASB ASC 740-10-25 provides that deferred tax assets and liabilities are recorded based on the differences between the tax basis of assets and liabilities and their carrying amounts for financial reporting purposes, referred to as temporary differences.

As of July 31, 2021, the Company incurred a taxable net operating loss and, accordingly, no provision for income taxes has been recorded. In addition, no benefit for income taxes has been recorded due to the uncertainty of the realization of any tax assets. The Company had approximately \$3,050,000 of federal net operating loss carry forwards at July 31, 2021. The net operating loss carry forwards, if not utilized, will begin to expire in 2029.

The components of the Company's deferred tax asset are as follows:

	July 31, 2021	July 31, 2020
Deferred tax assets:		
Net operating loss carry forwards	\$ 744,030	\$ 564,270
Net deferred tax assets before valuation allowance	\$ 744,030	\$ 564,270
Less: Valuation allowance	(744,030)	(564,270)
Net deferred tax assets	\$ -	\$ -

Based on the available objective evidence, including the Company's history of losses, management believes it is more likely than not that the net deferred tax assets will not be fully realizable. Accordingly, the Company provided for a full valuation allowance against its net deferred tax assets at July 31, 2021 and July 31, 2020, respectively. The Company had no uncertain tax positions as of July 31, 2021 and July 31, 2020.

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A reconciliation between the amounts of income tax benefit determined by applying the applicable U.S. and State statutory income tax rate to pre-tax loss is as follows:

July 31, 2021	July 31, 2020
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Federal and state statutory rate	21%	21%
Change in valuation allowance on deferred tax assets	(21%)	(21%)

Note 9 – Commitments and Contingencies

The Company may be involved in various inquiries, administrative proceedings and litigation relating to matters arising from our operations prior to the change in management and spin-off of our subsidiary on July 31, 2012. The Company is not currently a defendant in any material litigation and is not aware of any threatened litigation that could have a material effect on the Company. Management is not able to estimate the minimum loss to be incurred, if any, as a result of the final outcome of these matters but believes they are not likely to have a material adverse effect upon the Company's financial position or results of operations and, accordingly, no provision for loss has been recorded.

The Company has received a binding funding commitment from Epidemiological Solutions Corporation, a charitable organization recently approved by the Internal Revenue Service and qualified under Internal Revenue Code section 501(c)(3), for \$2,000,000 to fund the Company's research and development endeavors. As of July 31, 2021, \$429,782 had been paid on this commitment, beginning with the first payment of \$21,782 on, or about, August 31, 2020, as presented as Contributed Capital within the Statement of Stockholders Equity (Deficit). The charitable organization is committed to monthly payments of \$50,000 pursuant to its sponsored research agreement with Arizona State University.

On May 7, 2014, the Company entered into a court ordered settlement for a total of \$279,447 that is to be settled with the payment of shares of common stock pursuant to a Section 3(a)(10) exemption from the Securities Act of 1933's registration requirements. As of July 31, 2021, there was a balance outstanding of \$176,485 on this judgment that could be converted into approximately 278,690,243 shares of the Company's common stock at a rate of approximately \$0.00063 per share.

On November 25, 2014, a judgment in the amount of \$2,934,889 was awarded against the Company's wholly-owned subsidiary, Alaric Corporation. On April 29, 2016, a total of \$2,822,209 of this was relinquished pursuant to an exchange of properties. The remaining \$112,680 judgment was replaced on May 4, 2016, pursuant to a new judgment. As of July 31, 2021, there was a balance outstanding of \$39,915 on this judgment that could be converted into approximately 114,042,714 shares of the Company's common stock at a rate of approximately \$0.00035 per share.

As of July 31, 2021 and 2020, the aggregate market value of the Company's judgments payable in common stock was \$15,591,498 and \$3,603,800, respectively, based on the closing stock prices of \$0.0397 and \$0.0060 per share, respectively. Thus, we recorded a loss of \$12,060,463 and \$2,883,040 for the years ended July 31, 2021 and 2020, respectively, to reflect the change in the market value of the stock committed to these judgments payable. The balance of the judgments payable will be adjusted quarterly to reflect changes in the market value of the committed common stock.

Note 10 – Subsequent Events

The Company evaluates events that have occurred after the balance sheet date through the date hereof, which these financial statements were issued. No events occurred of a material nature that would have required adjustments to or disclosure in these financial statements except as follows:

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Capital Contributions

On various dates from August 1, 2021 through February 5, 2022, the Company received \$350,000 in contributed capital from Epidemiologic Solutions Corp.

On various dates from August 1, 2021 through February 5, 2022, the Company received \$177,500 in contributed capital from Securities Counselors Group.

Warrants Granted for Services

On December 15, 2021, the Company issued warrants to purchase 1,000,000 shares, exercisable at \$0.0175 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 297% and a weighted average call option value of \$0.0175, was \$17,484.

On December 5, 2021, the Company issued warrants to purchase 10,000,000 shares, exercisable at \$0.0188 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 300% and a weighted average call option value of \$0.0188, was \$187,853.

On December 5, 2021, the Company issued warrants to purchase 1,000,000 shares, exercisable at \$0.0188 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 300% and a weighted average call option value of \$0.0188, was \$18,785.

On December 5, 2021, the Company issued warrants to purchase 350,000 shares, exercisable at \$0.0188 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 300% and a weighted average call option value of \$0.0188, was \$6,575.

Amended Warrants

On December 5, 2021, the Company cancelled previously issued warrants to purchase 250,000 shares, exercisable at \$0.0235 per share and issued new warrants to purchase 250,000 shares, exercisable at \$0.0188 per share over a ten-year term, to an individual for services provided. The estimated fair value of the warrants using the Black-Scholes Pricing Model, based on a weighted average volatility rate of 300% and a weighted average call option value of \$0.0188, was \$4,696, which was not materially different than the value of the cancelled warrants.

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ITEM 14: CHANGES TO AND DISAGREEMENTS ON ACCOUNTING AND FINANCIAL DISCLOSURES

B.F. Borgers CPA was appointed as auditor of Halberd on December 24, 2021. There has been no changes or disagreements with the Borgers audit firm and B.F. Borgers CPA continues to serve in such capacity to HALB

ITEM 15: EXHIBITS; FINANCIAL STATEMENT SCHEDULES

Financial Statements

Exhibits

Exhibit	Description
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No

2*	Plan of Reorganization
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3.1 & 4*	Articles of Incorporation
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3.2*	Bylaws
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10.1*	Material Contracts: Halberd Agreement with Arizona State University
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10.2*	Material Contracts: Halberd Agreement with Greenbio
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10.3*	Material Contracts: Halberd Extension Agreement with Greenbio
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[10.4*](#) [List of Patents & Related IP - Granted & Pending](#)

[23.1*](#) [Consent to Audit Report from B.F. Borgers CPA.](#)

* Filed herewith.

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SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this statement to be signed on its behalf by the undersigned, thereunto duly authorized.

HALBERD CORPORATION

Date: May 10, 2022

By: /s/ William A. Hartman

William A. Hartman, Chairman,
President, CEO,
Principal Executive Officer and
Principal Financial
Officer]

**NAME CHANGE OF
ALARIC CORPORATION,
a Colorado corporation,
INTO
HALB TRANSITION CORPORATION,
a Colorado corporation**

This **PLAN**(the “Plan”), dated as of March 23, 2020, of the Corporation to change its name as a first step and as a prelude to a holding company reorganization, is hereby adopted by Alaric Corporation, a Colorado corporation (“Halberd”), in order to set forth the terms, conditions, and procedures governing the name change as permitted by applicable provisions of the Colorado Revised Statutes (“Colorado Statutes”).

WHEREAS, Halberd was incorporated and validly existing in the State of Nevada on January 26, 2009; and

WHEREAS, the shares of common stock of Halberd are publicly traded and quoted over-the-counter under the symbol “HALB” (US.HALB.PK); and

WHEREAS, Halberd’s Board of Directors has unanimously approved this Plan in accordance with applicable provisions of the Colorado Statutes and the shareholders acting in majority have by their written consent by the affirmative vote in plurality of the total number of shares eligible to vote for the Plan approved the Plan (as defined below) as permitted by applicable provisions of the Colorado Business Corporation Act (“CBCA”); and

WHEREAS, there is no provision contained in Halberd’s Articles of Incorporation, as amended, its Bylaws, or set forth in the Colorado Statutes (“Colorado Statutes”), which prevents Halberd to change its name;

NOW, THEREFORE, Halberd does hereby adopt this Plan to effectuate the name change as follows:

1. **Name Change.** Upon and subject to the terms and conditions of this Plan and pursuant to the relevant provisions of the CBCA, including, without limitation, applicable provisions of the Colorado Statutes, Halberd shall change its name to “HALB Transition Corporation” at the Effective Time (as defined in Section 3 below). HALB Transition Corporation shall thereafter be subject to all of the provisions of the CBCA.
2. **Effect of the Name Change.** Upon the Effective Time, all of the rights, privileges, and powers of Halberd, and all property, real, personal, and mixed, as well as all other things and causes of action belonging to Halberd, shall remain vested in it, even following its name becoming HALB Transition Corporation and shall not revert or be in any way impaired, but all rights of creditors and all liens upon any property of HALB Transition Corporation shall be preserved unimpaired, and all debts, liabilities, and duties may be enforced against it for any purpose of the laws of the State of Colorado. The name change shall not be deemed to affect any obligations or liabilities incurred prior to the Effective Time or the personal liability of any person incurred prior thereto. Halberd shall not be required to wind up its affairs. Instead, the name change shall be deemed to constitute a continuation of the existence of Halberd in the form of a Colorado corporation.

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3. **Effective Time.** Provided this Plan has not been terminated or deferred pursuant to Section 14 hereof, the name change shall be effected as soon as practicable upon the written consent and approval of the majority of shareholders entitled to vote or act. Subject to the foregoing, the name change shall be effective upon the filing with the Secretary of State of the State of Colorado (the “Effective Time”).
4. **Governance and Other Matters Related to HALB Transition Corporation.**
 - a. **Articles of Incorporation.** At the Effective Time, the Corporation shall be named “HALB Transition Corporation”.

- Bylaws. At the Effective Time, the Bylaws of Halberd shall be as adopted by the Board of Directors of
- b. HALB Transition Corporation.
 - c. Directors and Officers. The members of the Board of Directors and the officers of Halberd immediately prior to the Effective Time shall continue in office following the Effective Time as directors and officers of HALB Transition Corporation, respectively, until the expiration of their respective terms of office and until their successors have been qualified and duly elected, or until the earlier of their death, resignation, or removal. After the Effective Time, HALB Transition Corporation and its Board of Directors shall take any necessary actions to cause each of such individuals to be appointed or to confirm such appointments.

5. Effect of the Name Change on the Common and Preferred Stock of Halberd.

- a. Subject to the terms and conditions of this Plan, at the Effective Time, automatically by virtue of the name change and without any further action on the part of Halberd, HALB Transition Corporation, any shareholder or stockholder, either corporation's board of directors, or any officer or director, thereof, respectively, each share of common stock, \$0.0001 par value per share, of Halberd (the "Halberd Common Stock"), shall convert into one validly issued, fully paid, and non-assessable share of common stock, par value \$0.0001 per share, of HALB Transition Corporation (the "HALB Transition Corporation Common Stock").

6. Stock Certificates.

- a. From and after the Effective Time, all of the outstanding certificates that prior to that time represented shares of Halberd Common Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of HALB Transition Corporation Common Stock into which the shares represented by such certificates have been converted as provided herein. The registered owner on the books and records of HALB Transition Corporation or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion (the surrender or conversion of which is not required and not necessary), at the shareholder's expense, or otherwise accounted for to HALB Transition Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of HALB Transition Corporation evidenced by such outstanding certificate as provided above.

Reorganization and Merger and Related Documents

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7. **Employee Benefit and Compensation Plans.** As at the Effective Time, there are no outstanding employee benefit and/or employee, officer, or director compensation plans authorized or existing by Halberd.
 8. **Outstanding Awards.** As at the Effective Time, there are no outstanding stock options, purchase rights, restricted stock awards, or other stock awards relating to the Halberd Common Stock.
 9. **Implementation and Interpretation; Termination and Amendment.** This Plan shall be implemented and interpreted, prior to the Effective Time, by the Board of Directors of Halberd and, upon and after the Effective Time, by the Board of Directors of HALB Transition Corporation, (a) each of which shall have full power and authority to delegate and assign any matters covered hereunder to any other party, including, without limitation, any officers of Halberd or HALB Transition Corporation, as the case may be, and (b) the interpretations and decisions of which shall be final, binding, and conclusive on all parties.
- Third Party Beneficiaries.** This Plan shall not confer any rights or remedies upon any person or entity other
10. than as expressly provided herein or by operation of law.

- 11. Severability.** Whenever possible, each provision of this Plan will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Plan is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Plan. This Plan shall be governed under the laws of the State of Colorado, except for conflicts of laws rules.
- 12. Authorized Representative.** The shareholders and directors of Halberd authorize James Christopher LeDoux to deliver this Plan, to effect the name change, to execute and deliver the Articles of Incorporation of HALB Transition Corporation, as the incorporator, and to execute, deliver, and file all supplement writings required to effectuate the name change and the reorganization.

IN WITNESS WHEREOF, Alaric Corporation, a Colorado corporation, has caused this Plan to be executed by its duly authorized representative as of the date first stated above.

**BY ORDER OF THE BOARD OF DIRECTORS
OF ALARIC CORPORATION (Colorado):**

Dated: March 23, 2020,

ALARIC CORPORATION
a Colorado corporation
(Halberd)

/s/ James Christopher LeDoux

By: James Christopher LeDoux
Its: President

HALB TRANSITION CORPORATION,
a Colorado corporation in-organization
(HALB Transition Corporation)

/s/ James Christopher LeDoux

By: James Christopher LeDoux
Its: President-designate

Reorganization and Merger and Related Documents

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**ARTICLES OF INCORPORATION
OF
HALB TRANSITION CORPORATION**

Pursuant to the applicable provisions of Section 7-102-101 and Section 7-102-102 of the Colorado Revised Statutes (“CRS”), the undersigned incorporator, acting in pursuance of the terms and provisions contained in that certain Plan of Reorganization filed with the Secretary of State of the State of Colorado contemporaneously herewith, adopts these Articles of Incorporation on behalf of HALB Transition Corporation.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, pursuant to the provisions and by virtue of the laws of the State of Colorado Business Corporation Act Section 17-102-101 and Section 7-102-102 and all other acts amendatory thereof and supplemental thereto, and for that purpose does hereby make, subscribe, acknowledge, certify, and set forth as follows:

FIRST: The name of the corporation shall be: “HALB Transition Corporation”.

SECOND: The resident agent is Raul Rodriguez, Rodriguez and Associates, 1011 Pennsylvania St. Unit B, Denver Colorado 80203, but the corporation may maintain offices, agencies, and places of business in any other state or military district in the United States and in foreign countries without restriction as to place, and the corporation may keep such books, papers, and records of the corporation as are not required by law to be kept within the State of Colorado, and as the directors may find convenient in such offices, agencies, and places of business.

- THIRD:** The nature of the business to be transacted and the object and purposes to be promoted and carried on by the corporation shall be to engage in any and all lawful activities.
- FOURTH:** The amount of the authorized capital stock of the corporation is 2,000,000,000 shares of common stock and 25,000,000 shares of preferred stock, with the designations, including par value and voting rights and set forth below in Articles FIFTH and SIXTH.
- FIFTH:** The shares of common stock which this corporation shall have authority to issue shall each have one vote and shall have a par value of \$0.0001 per share.
- SIXTH:** The shares of preferred stock the corporation shall have authority to issue shall have a par value of \$0.0001 per share, with designations for 25,000,000 shares of Series A Preferred. There are no other designations for any shares of Preferred Series. The holder of a share of the Series A Preferred shall be entitled to receive, when and as declared by the Board, out of funds legally available for the payment of dividends, dividends (if any) at the rates fixed by the Board for such series before any cash dividends shall be declared and paid or set apart for payment, on the Common Stock with respect to the same dividend period. The holders of shares of the Preferred Stock of each series shall be entitled, upon liquidation or dissolution or upon the distribution of the assets of the Corporation, to such preferences as provided in the resolution or resolutions creating such series of Preferred Stock, and no more, before any distribution of the assets of the Corporation shall be made to the holders of shares of the Common Stock. Whenever the holders of shares of the Preferred Stock shall have been paid the full amounts to which they shall be entitled, the holders of shares of the Common Stock shall be entitled to share ratably in all remaining assets of the Corporation. Each share of Preferred A Stock is entitled to a number of votes equal to the product of .000001 times the number of shares of common outstanding.

Reorganization and Merger and Related Documents

SEVENTH: Authorized stock may be issued from time to time without action by the stockholders for such consideration as may be fixed from time to time by the board of directors, and shares so issued, the consideration for which have been paid or delivered, shall be deemed fully paid stock and the holder of such shares shall not be liable for any further payment thereon.

The capital stock of this corporation, after the amount of the subscription price or par value has been paid in, shall not be subject to assessment to pay any debts of the corporation and no paid up stock and no stock issued as fully paid shall ever be assessable or assessed and the Articles of Incorporation shall not be amended in this particular.

EIGHTH: The name and address of the sole incorporator signing these Articles of Incorporation is as follows:

NAME	ADDRESS
James Christopher LeDoux	1174 east Kingston square, Lake Charles, Louisiana, 70611

NINTH: The corporation is to have perpetual existence.

TENTH: A director or officer of the corporation shall not be liable to the corporation or its shareholders for damages for breach of fiduciary duty as a director or officer except for liability that, by express provision of the Colorado Business Corporation Act, as amended and in effect in Colorado having similar import and effect, cannot be eliminated.

ELEVENTH: Both stockholders and directors shall have power, if the bylaws so provide, to hold their meetings, and to have one or more offices within or without the State of Colorado, and to keep the books of the

corporation (subject to the requirements of the Colorado Business Corporation Act) outside of the state of Colorado at such places as may from time-to-time be designated by the board of directors.

TWELFTH: In furtherance, and not in limitation of the power conferred by statute, the board of directors is expressly authorized:

Unless otherwise provided for herein, by corporate law or the bylaws, if any, adopted by the stockholders, with or without shareholder approval or shareholder vote, and with or without advance notice to the shareholders, make, alter, amend the articles of incorporation or the bylaws of the corporation, including (a) changing the number of authorized shares; (b) initiating a forward or a reverse split, provided that the majority of each class or series of stock affected by such forward or reverse split entitled to vote, votes in favor of such action, (c) changing the par value of any class or series of stock (d) merger or (e) share exchange;

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To fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed mortgages and liens upon the real and personal property of this corporation;

From time-to-time, to determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of this corporation (other than the original or duplicates stock ledger), or any of them, shall be open to inspection of stockholders, and no stockholder shall have any right of inspection any account, book or document of this corporation except as conferred by statute, unless authorized by a resolution of the stockholders or directors;

To indemnify any person who was or is a party or is threatened to be made a party to any pending or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, except and action by or in the right of the corporation, by reason of the fact the he is or was an officer, director, employee, or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. To indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation (derivative actions) to procure a judgment in its favor by reason of the fact the he is or was an officer, director, employee or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably believed to be in or not opposed to the best interest of the corporation. No officer, director, employee or agent of the corporation may be indemnified in a derivative action for any claim, issue or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to the corporation or for the amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses as the court deems proper;

Determination that indemnification of an officer or director is improper must be made by the shareholders and by majority vote of a quorum of directors who were not parties to the act, suit or proceeding:.

This corporation may, in its bylaws, confer powers upon its directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by statute

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THE UNDERSIGNED, being the sole officer and director of the incorporator hereinabove named for the purpose of forming a corporation to do business both within and without the State of Colorado and in pursuance of the Colorado Business Corporation Act, and the acts amendatory thereof and supplemental thereto, does make and file this certificate, hereby declaring and certifying that the facts herein stated are true.

IN WITNESS WHEREOF, I accordingly have hereunto set my hand and seal March 23, 2020.

Incorporator:

/s/ James Christopher LeDoux

By: James Christopher LeDoux

Its: President

1174 east Kingston square, Lake

Charles, Louisiana, 70611

Telephone: 13378028787

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ARTICLES OF INCORPORATION

**OF
HALBERD CORPORATION**

Pursuant to the applicable provisions of Section 7-102-101 and Section 7-102-102 of the Colorado Revised Statutes ("CRS"), the undersigned incorporator, HALB Transition Corporation, a Colorado corporation, hereby adopts these Articles of Incorporation on behalf of the principal organizers of the corporation, Halberd Corporation.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, pursuant to the provisions and by virtue of the laws of the State of Colorado Business Corporation Act Section 17-102-101 and Section 7-102-102 and all other acts amendatory thereof and supplemental thereto, and for that purpose does hereby make, subscribe, acknowledge, certify, and set forth as follows:

FIRST: The name of the corporation shall be: "Halberd Corporation".

SECOND: The resident agent is Raul Rodriguez, Rodriguez and Associates, 1011 Pennsylvania St. Unit B, Denver Colorado 80203, but the corporation may maintain offices, agencies, and places of business in any other state or military district in the United States and in foreign countries without restriction as to place, and the corporation may keep such books, papers, and records of the corporation as are not required by law to be kept within the State of Colorado, and as the directors may find convenient in such offices, agencies, and places of business.

- THIRD:** The nature of the business to be transacted and the object and purposes to be promoted and carried on by the corporation shall be to engage in any and all lawful activities.
- FOURTH:** The amount of the authorized capital stock of the corporation is 2,000,000,000 shares of common stock and 25,000,000 shares of preferred stock, with the designations, including par value and voting rights and set forth below in Articles FIFTH and SIXTH.
- FIFTH:** The shares of common stock which this corporation shall have authority to issue shall each have one vote and shall have a par value of \$0.0001 per share.
- SIXTH:** The shares of preferred stock the corporation shall have authority to issue shall have a par value of \$0.0001 per share, with designations for 25,000,000 shares of Series A Preferred. There are no other designations for any shares of Preferred Series. The holder of a share of the Series A Preferred shall be entitled to receive, when and as declared by the Board, out of funds legally available for the payment of dividends, dividends (if any) at the rates fixed by the Board for such series before any cash dividends shall be declared and paid or set apart for payment, on the Common Stock with respect to the same dividend period. The holders of shares of the Preferred Stock of each series shall be entitled, upon liquidation or dissolution or upon the distribution of the assets of the Corporation, to such preferences as provided in the resolution or resolutions creating such series of Preferred Stock, and no more, before any distribution of the assets of the Corporation shall be made to the holders of shares of the Common Stock. Whenever the holders of shares of the Preferred Stock shall have been paid the full amounts to which they shall be entitled, the holders of shares of the Common Stock shall be entitled to share ratably in all remaining assets of the Corporation. Each share of Preferred A Stock is entitled to a number of votes equal to the product of .000001 times the number of shares of common outstanding.

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SEVENTH: Authorized stock may be issued from time to time without action by the stockholders for such consideration as may be fixed from time to time by the board of directors, and shares so issued, the consideration for which have been paid or delivered, shall be deemed fully paid stock and the holder of such shares shall not be liable for any further payment thereon.

The capital stock of this corporation, after the amount of the subscription price or par value has been paid in, shall not be subject to assessment to pay any debts of the corporation and no paid up stock and no stock issued as fully paid shall ever be assessable or assessed and the Articles of Incorporation shall not be amended in this particular.

EIGHTH: The name and address of the sole incorporator signing these Articles of Incorporation is as follows:

NAME	ADDRESS
James Christopher LeDoux 11	74 east Kingston square, Lake Charles, Louisiana, 70611

NINTH: The corporation is to have perpetual existence.

TENTH: A director or officer of the corporation shall not be liable to the corporation or its shareholders for damages for breach of fiduciary duty as a director or officer except for liability that, by express provision of the Colorado Business Corporation Act, as amended and in effect in Colorado having similar import and effect, cannot be eliminated.

ELEVENTH: Both stockholders and directors shall have power, if the bylaws so provide, to hold their meetings, and to have one or more offices within or without the State of Colorado, and to keep the books of the

corporation (subject to the requirements of the Colorado Business Corporation Act) outside of the state of Colorado at such places as may from time-to-time be designated by the board of directors.

TWELFTH: In furtherance, and not in limitation of the power conferred by statute, the board of directors is expressly authorized:

Unless otherwise provided for herein, by corporate law or the bylaws, if any, adopted by the stockholders, with or without shareholder approval or shareholder vote, and with or without advance notice to the shareholders, make, alter, amend the articles of incorporation or the bylaws of the corporation, including (a) changing the number of authorized shares; (b) initiating a forward or a reverse split, provided that the majority of each class or series of stock affected by such forward or reverse split entitled to vote, votes in favor of such action, (c) changing the par value of any class or series of stock (d) merger or (e) share exchange;

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To fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed mortgages and liens upon the real and personal property of this corporation;

From time-to-time, to determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of this corporation (other than the original or duplicates stock ledger), or any of them, shall be open to inspection of stockholders, and no stockholder shall have any right of inspection any account, book or document of this corporation except as conferred by statute, unless authorized by a resolution of the stockholders or directors;

To indemnify any person who was or is a party or is threatened to be made a party to any pending or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, except and action by or in the right of the corporation, by reason of the fact the he is or was an officer, director, employee, or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. To indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation (derivative actions) to procure a judgment in its favor by reason of the fact the he is or was an officer, director, employee or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably believed to be in or not opposed to the best interest of the corporation. No officer, director, employee or agent of the corporation may be indemnified in a derivative action for any claim, issue or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to the corporation or for the amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses as the court deems proper;

Determination that indemnification of an officer or director is improper must be made by the shareholders and by majority vote of a quorum of directors who were not parties to the act, suit or proceeding;

This corporation may, in its bylaws, confer powers upon its directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by statute.

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THE UNDERSIGNED, being the sole officer and director of the incorporator, for the purpose of forming a corporation to do business both within and without the State of Colorado and in pursuance of the Colorado Business Corporation Act, and the acts amendatory thereof and supplemental thereto, does make and file this certificate, hereby declaring and certifying that the facts herein stated are true.

IN WITNESS WHEREOF, I, James Christopher LeDoux, authorized and empowered to act on behalf of HALB Transition Corporation, a Colorado corporation, the incorporator of the corporation, Halberd Corporation, have subscribed this document and do hereby affirm, under penalty of perjury, that the statements contained herein have been examined by me and are true and correct as of March 23, 2020.

Incorporator:

/s/ James Christopher LeDoux

By: James Christopher LeDoux

Its: President

1174 east Kingston square, Lake Charles,
Louisiana, 70611

Telephone: 13378028787

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**ARTICLES OF INCORPORATION
OF
ALARIC CORPORATION**

Pursuant to the applicable provisions of Section 7-90-301 et seq., Section 7-110-107, and Section 7-90-304.5 of the Colorado Revised Statutes ("CRS"), the undersigned, Halberd Corporation, a Colorado corporation, hereby adopts these Articles of Incorporation on behalf of the principal organizers of the corporation, Alaric Corporation, as follows:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, pursuant to the provisions and by virtue of the laws of the State of Colorado Business Corporation Act Section 17-102-101 and Section 7-102-102 and all other acts amendatory thereof and supplemental thereto, and for that purpose does hereby make, subscribe, acknowledge, certify, and set forth as follows:

FIRST: The name of the corporation shall be: "Alaric Corporation".

SECOND: The resident agent is Raul Rodriguez, Rodriguez and Associates, 1011 Pennsylvania St. Unit B, Denver Colorado 80203, but the corporation may maintain offices, agencies, and places of business in any other

state or military district in the United States and in foreign countries without restriction as to place, and the corporation may keep such books, papers, and records of the corporation as are not required by law to be kept within the State of Colorado, and as the directors may find convenient in such offices, agencies, and places of business.

THIRD: The nature of the business to be transacted and the object and purposes to be promoted and carried on by the corporation shall be to engage in any and all lawful activities.

FOURTH: The amount of the authorized capital stock of the corporation is 2,000,000,000 shares of common stock and 25,000,000 shares of preferred stock, with the designations, including par value and voting rights and set forth below in Articles FIFTH and SIXTH.

FIFTH: The shares of common stock which this corporation shall have authority to issue shall each have one vote and shall have a par value of \$0.0001 per share.

SIXTH: The shares of preferred stock the corporation shall have authority to issue shall have a par value of \$0.0001 per share, with designations for 25,000,000 shares of Series A Preferred. There are no other designations for any shares of Preferred Series. The holder of a share of the Series A Preferred shall be entitled to receive, when and as declared by the Board, out of funds legally available for the payment of dividends, dividends (if any) at the rates fixed by the Board for such series before any cash dividends shall be declared and paid or set apart for payment, on the Common Stock with respect to the same dividend period. The holders of shares of the Preferred Stock of each series shall be entitled, upon liquidation or dissolution or upon the distribution of the assets of the Corporation, to such preferences as provided in the resolution or resolutions creating such series of Preferred Stock, and no more, before any distribution of the assets of the Corporation shall be made to the holders of shares of the Common Stock. Whenever the holders of shares of the Preferred Stock shall have been paid the full amounts to which they shall be entitled, the holders of shares of the Common Stock shall be entitled to share ratably in all remaining assets of the Corporation. Each share of Preferred A Stock is entitled to a number of votes equal to the product of .000001 times the number of shares of common outstanding.

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SEVENTH: Authorized stock may be issued from time to time without action by the stockholders for such consideration as may be fixed from time to time by the board of directors, and shares so issued, the consideration for which have been paid or delivered, shall be deemed fully paid stock and the holder of such shares shall not be liable for any further payment thereon.

The capital stock of this corporation, after the amount of the subscription price or par value has been paid in, shall not be subject to assessment to pay any debts of the corporation and no paid up stock and no stock issued as fully paid shall ever be assessable or assessed and the Articles of Incorporation shall not be amended in this particular.

EIGHTH: The name and address of the sole incorporator signing these Articles of Incorporation is as follows:

NAME	ADDRESS
James Christopher LeDoux	1174 east Kingston square, Lake Charles, Louisiana, 70611

NINTH: The corporation is to have perpetual existence.

TENTH: A director or officer of the corporation shall not be liable to the corporation or its shareholders for damages for breach of fiduciary duty as a director or officer except for liability that, by express provision of the Colorado Business Corporation Act, as amended and in effect in Colorado having similar import and effect, cannot be eliminated.

ELEVENTH: Both stockholders and directors shall have power, if the bylaws so provide, to hold their meetings, and to have one or more offices within or without the State of Colorado, and to keep the books of the corporation (subject to the requirements of the Colorado Business Corporation Act) outside of the state of Colorado at such places as may from time-to-time be designated by the board of directors.

TWELFTH: In furtherance, and not in limitation of the power conferred by statute, the board of directors is expressly authorized:

Unless otherwise provided for herein, by corporate law or the bylaws, if any, adopted by the stockholders, with or without shareholder approval or shareholder vote, and with or without advance notice to the shareholders, make, alter, amend the articles of incorporation or the bylaws of the corporation, including (a) changing the number of authorized shares; (b) initiating a forward or a reverse split, provided that the majority of each class or series of stock affected by such forward or reverse split entitled to vote, votes in favor of such action, (c) changing the par value of any class or series of stock (d) merger or (e) share exchange;

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To fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed mortgages and liens upon the real and personal property of this corporation;

From time-to-time, to determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of this corporation (other than the original or duplicates stock ledger), or any of them, shall be open to inspection of stockholders, and no stockholder shall have any right of inspection any account, book or document of this corporation except as conferred by statute, unless authorized by a resolution of the stockholders or directors;

To indemnify any person who was or is a party or is threatened to be made a party to any pending or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, except and action by or in the right of the corporation, by reason of the fact the he is or was an officer, director, employee, or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. To indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation (derivative actions) to procure a judgment in its favor by reason of the fact the he is or was an officer, director, employee or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably believed to be in or not opposed to the best interest of the corporation. No officer, director, employee or agent of the corporation may be indemnified in a derivative action for any claim, issue or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to the corporation or for the amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses as the court deems proper;

Determination that indemnification of an officer or director is improper must be made by the shareholders and by majority vote of a quorum of directors who were not parties to the act, suit or proceeding;

This corporation may, in its bylaws, confer powers upon its directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by statute.

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THE UNDERSIGNED, being the sole officer and director of the incorporator hereinabove named for the purpose of forming a corporation to do business both within and without the State of Colorado and in pursuance of the Colorado Business Corporation Act, and the acts amendatory thereof and supplemental thereto, does make and file this certificate, hereby declaring and certifying that the facts herein stated are true.

IN WITNESS WHEREOF, I, James Christopher LeDoux, acting for and on behalf of Halberd Corporation, a Colorado corporation, which is the incorporator of this corporation, Alaric Corporation, did execute this document and do hereby affirm that the statements contained herein have been examined by me and are, to the best of my knowledge, true and correct as of March 23, 2020.

James Christopher LeDoux
1174 east Kingston square, Lake
Charles, Louisiana, 70611
Telephone: 13378028787

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PLAN OF REORGANIZATION

This **PLAN OF REORGANIZATION** (this “Agreement”) **dated** to become effective **March 23, 2020** (the “Effective Date”), is **between Alaric Corporation**, a Colorado corporation (“Merger Sub”), **and Halberd Corporation**, a Colorado corporation (“Holdco”), a direct, totally held subsidiary of HALB Transition Corporation, a Colorado corporation (the “Company”), and is intended to operate concomitantly with that certain Merger Agreement filed contemporaneously with the Colorado Secretary of State of even date herewith, with reference to the following facts, terms, and provisions (the Company, Holdco and Merger Sub are herein collectively referred to as the “Participating Parties”):

Recitals.

- A. The Company was initially formed and organized as a domestic, for-profit corporation in the State of Colorado on January 26, 2009.
- B. On March 23, 2020, the Company converted to a Colorado corporation. As of the date hereof, the Company is a corporation in good standing under the laws of the State of Colorado.

- C. Upon entering into this Agreement, the Company's Common Stock (as defined below) is quoted to trade over-the-counter in the United States and elsewhere under the symbol "HALB" (US.HALB.PK), and its primary trading venue is over the Link ATS operated by OTC Markets Group, Inc. ("OTC").
- D. The Company's authorized capital stock in the State of Colorado, as well as that of Holdco and of Merger Sub, each being a mirror image of the others, consists of 2,000,000,000 (Two Billion) shares of common stock par value of \$0.0001 per share and Twenty-Five Million (25,000,000) shares of preferred stock par value of \$0.0001 per share.
- E. To effect the overall transaction evidenced by this Agreement, and to qualify as a tax-free reorganization under Section 368, *et seq.* of the Internal Revenue Code of 1986, as amended (the "Code"), as the initial steps, the Company formed Holdco in the State of Colorado on March 23, 2020, and Holdco, as a validly existing Colorado corporation, formed Merger Sub in the State of Colorado on March 23, 2020 (the "Reorganization").
- F. As of the date hereof, Holdco's authorized capital structure is identical to the capital structure of the Company.
- G. As of the date hereof, Merger Sub's authorized capital structure is identical to the capital structure of the Company and Holdco.
- H. The Articles of Incorporation and the Bylaws of the Company immediately after the Effective Time (as hereinafter defined) will contain the provisions relative to shareholders and contained in the Articles of Incorporation and Bylaws of Merger Sub immediately after the Effective Time (to the extent required by Section 7-111-104 of the Colorado Business Corporation Act of the State of Colorado) (hereinafter "CBCA") and the applicable provisions of the Code).
- I. The directors of the Company immediately prior to the Merger (as hereinafter defined) will be the directors of Holdco and will also be the directors of Merger Sub as of the Effective Time.

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- J. The Company desires to create a new holding company structure in accordance with Section 7-111-104 of the CBCA by merging Merger Sub with and into the Company with Merger Sub being the surviving corporation, and converting each outstanding share of Company Common Stock into a like number of shares of Holdco Common Stock, all in accordance with the terms of this Reorganization and that certain Merger Agreement.
- K. As the survivor of the Merger Agreement, Merger Sub desires to issue to Holdco 100 shares of common stock (the "Merger Sub Shares"), par value \$0.0001 per share, in exchange for the constructive issuance by Holdco (the "Exchange Shares"), of shares of its common stock, \$0.0001 par value per share, and shares of its Preferred Stock, \$0.0001 par value per share (collectively, the "Shares"), respectively, constructively replacing the shares currently outstanding, having been previously issued by the Company and outstanding, in substitute therefore, on the terms and subject to the conditions set forth herein (the "Exchange"), and the entry by Holdco and Merger Sub into the overall merger and Reorganization by recognition and acceptance of that certain merger and this Reorganization.
- L. The Boards of Directors of Holdco, Merger Sub and the Company have approved this Agreement and approved the merger of Merger Sub with and into the Company upon the terms and subject to the conditions set forth in that certain Merger Agreement (the "Merger"). No vote or solicitation of votes is required by the Company, Merger Sub, or Holdco, as permitted by applicable provisions and Section 7-111-104(3) of the CBCA, however, certain shareholders acting by written consent approved the Reorganization and the concomitant Merger Agreement.

- M. For U. S. Federal income tax purposes, the Reorganization and concomitant *Merger Agreement* are operative and shall, in every respect, qualify as and is intended to be a reorganization under the applicable provisions of Section 368(a)(1)(B) of the Code.
- N. Following the consummation of the transaction agreed to in this Agreement contemporaneously with the agreement by the parties in and to that certain *Merger Agreement*, Holdco shall succeed as the public company, the Company Common Stock of which is quoted to trade over-the-counter in the United States and elsewhere under the symbol “HALB” (US.HALB.PK), and whose primary trading venue is over the Link operated by OTCMarkets.com.
- O. Certain capitalized terms used but not defined herein shall have the meaning given to such terms in that certain *Merger Agreement*.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Participating Parties hereby agree as follows:

The foregoing recitals are hereby incorporated herein by this reference.

ARTICLE I THE SHARES AND THE EXCHANGE SHARES.

Section 1.1. The Shares. The Shares shall be issued to Holdco, and the Exchange Shares shall be considered as being replaced by the shares of the Company which are currently issued and outstanding issued to Merger Sub, pursuant to Article II hereof.

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ARTICLE II SHARE EXCHANGE/ CONVERSION OF SECURITIES; STOCK CERTIFICATES

Section 2.1 *Conversion of Securities*. At the Effective Time, by virtue of the Merger and without any further action on the part of Merger Sub, the Company, Holdco or any holder of any securities of the foregoing entities:

(a) Each validly issued share (or fraction of share, as applicable) of common stock, par value \$0.0001 per share, Series A Preferred Stock or Series B Preferred Stock or Series C Preferred Stock, as the case may be of the Company (the “Company Stock”), outstanding or held in treasury immediately prior to the Effective Time, shall be automatically converted into one (or equal fraction of one, as applicable) fully paid and nonassessable share of common stock, par value \$0.0001 per share or Series A Preferred Stock or Series B Preferred Stock or Series C Preferred Stock, as the case may be, of Holdco (the “Holdco Stock”) having the same designations, rights, powers and preferences, and the qualifications, limitations and restrictions thereof, as the corresponding share (or fraction of a share) of the Company Stock outstanding at the instant prior to the Agreement and the Merger. Each outstanding right to acquire Company Stock, such as a warrant or an employee stock option, which is fully accrued, matured and without condition precedent (a conversion right in a convertible financial instrument is not defined herein to include such a “right to acquire”), immediately prior to the Effective Time shall be converted into a right to acquire Holdco Stock on the same terms and conditions as the right to acquire Company Stock being converted in the Merger, to the exclusion of any rights or obligations that may be associated with a convertible financial instrument, which such rights shall remain, intact, with respect to the Surviving Entity, and the Surviving Entity shall remain obligated in all respects thereto, including with regard to rights of conversion with respect thereto.

(b) Each share of Holdco Stock issued and outstanding immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor.

(c) Each share of Merger Sub issued and outstanding immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to exist, Shares of common stock, par value \$0.0001 per share, immediately prior to the Effective Time, automatically converting into 100 shares of the Surviving Entity, to be held by Holdco, making the Survivor Entity a wholly-owned subsidiary of Holdco.

(d) Each share of the Company Stock authorized prior to the Effective Time shall automatically be canceled and retired and shall cease to exist.

Section 2.2 *Stock Certificates of the Company Automatically Convert into, and become, Shares of Holdco.* Subject to Section 2.1, from and after the Effective Time, all of the outstanding certificates and book-entries which immediately prior to the Effective Time represented shares of the Company Stock shall be deemed for all purposes to thereafter evidence ownership of, and to represent, shares of Holdco Stock. As provided in this Agreement, the shares of the Company Stock formerly represented by such certificates and book-entries have been converted and transformed, with identical designations, rights, powers and preferences, and qualifications, limitations and restrictions, following the Effective Time, into shares of Holdco Stock. This process of conversion and transformation shall occur without the necessity of exchanging or surrendering any such certificates. Instead, such certificates issued by the Company, shall thereafter constitute certificates of Holdco as though the certificate issued by the Company was surrendered and replaced by a certificate issued by Holdco. The registered owner on the books and records of the Company or its transfer agent of any outstanding stock certificate, shall hereafter be deemed to be, instead, the registered owner of such certificate of Holdco and shall be entitled to exercise any voting and other rights with respect to the applicable shares of Holdco Stock into which the shares of the Company Stock have hereby been converted as provided in this Agreement.

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ARTICLE III REPRESENTATIONS AND WARRANTIES OF EACH PARTICIPANT.

Each of the Participating Parties represents and warrants to the others that as of the date hereof:

Section 3.1 Existence and Power. Each Participating Party represents that it is a corporation, validly existing and in good standing under the laws of the State of Colorado. Each Participating Party represents that it has the requisite corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each jurisdiction in which the nature of the business is conducted or to be conducted by it and that it is legally engaged in such business and that it is not in violation of any law.

Section 3.2 Authorization. Each Participating Party represents that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action on its part, and this Agreement is a valid and binding obligation of it, enforceable against it in accordance with its terms.

Section 3.3 Board Approvals. Each Participating Party represents that the transactions contemplated by this Agreement, including, without limitation, the issuance of the Shares and the compliance with the terms of this Agreement, have been unanimously adopted, approved, and declared advisable by its Board of Directors.

Section 3.4 Non-Contravention. Each Participating Party represents that the execution, delivery, and performance of this Agreement, and the consummation by it of the transactions contemplated hereby, will not conflict with, violate, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both would constitute a default) under, or result in the termination of or accelerate the performance required by, or result in a right of termination or acceleration under, any provision of its Articles of Incorporation, Bylaws, or other governing instrument.

ARTICLE IV GENERAL PROVISIONS

Section 4.1 *Governing Law*. This Agreement shall be governed by and construed and enforced under the laws of the State of Colorado, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

Section 4.2 *Entire Agreement*. This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

Section 4.3 *Further Assurances*. From time to time, and when required by Holdco, the Company and/or Merger Sub shall execute and deliver, or cause to be executed and delivered, such deeds and other instruments, and each Participating Party shall take or cause to be taken such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Entity or the Company, as applicable the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of each Participating Party and otherwise to carry out the purposes of this Agreement, and the officers and directors of each Participating Party are authorized fully in the name and on behalf of such Participating Party, as applicable, or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

Section 4.4 *Counterparts*. This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means (including portable document format) shall be as effective as delivery of a manually executed counterpart of this Agreement.

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Section 4.5 *Severability*. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

Section 4.6 *No Appraisal Rights*. In accordance with applicable law, no appraisal rights shall be available to any holder of shares of any class of stock whatsoever, in connection with the Merger.

Section 4.7 *Amendments*. At any time prior to the Effective Time, this Agreement may be supplemented, amended or modified, whether before or after the adoption of this Agreement by the mutual consent of the parties to this Agreement; No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto.

ARTICLE V MISCELLANEOUS.

Section 5.1. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or seven days after having been sent by certified mail, return receipt requested, postage prepaid, to the parties to this Agreement at the following address or to such other address either party to this Agreement shall specify by notice to the other party:

(a) If to Alaric Corporation, to:

Alaric Corporation
1174 east Kingston square, Lake Charles, Louisiana, 70611

Attention: James Christopher LeDoux,
President

with a copy to:

Randall S. Goulding, Esq.
1333 Sprucewood Lane
Deerfield, Illinois 60015

(b) If to Holdco, to:

Halberd Corporation
1174 east Kingston square, Lake Charles, Louisiana, 70611

Attention: James Christopher LeDoux,
President

with a copy to:

Randall S. Goulding, Esq.
1333 Sprucewood Lane
Deerfield, Illinois 60015.

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(c) If to HALB Transition Corporation, to:

HALB Transition Corporation
1174 east Kingston square, Lake Charles, Louisiana, 70611

Attention: James Christopher LeDoux,
President

with a copy to:

Randall S. Goulding, Esq.
1333 Sprucewood Lane
Deerfield, Illinois 60015.

Section 5.2. Further Assurances. Each party hereto shall do and perform or cause to be done and performed all further acts and shall execute and deliver all other agreements, certificates, instruments, and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby and thereby that certain *Merger Agreement*.

Section 5.3. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is duly executed and delivered by each Participating Party. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 5.4. Fees and Expenses. Each party hereto shall pay all of its own fees and expenses (including attorneys' fees) incurred in connection with this Agreement and the transactions contemplated hereby.

Section 5.5. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided that neither party may assign, delegate, or

otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto, unless as provided under that certain *Merger Agreement* that operates concomitantly herewith.

Section 5.6 Entire Agreement. This Agreement together with that certain *Merger Agreement* constitutes the entire agreement between the parties hereto and thereto with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties and/or their affiliates with respect to the subject matter of this Agreement.

Section 5.7 Effect of Headings. The article and section headings herein are for convenience only and shall not affect the construction hereof.

Section 5.8 Severability. The provisions of this Agreement and in that certain *Merger Agreement* that operates concomitantly herewith, are not severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof and thereof.

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Section 5.9 Counterparts; Third Party Beneficiaries. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

Section 5.10. Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled to seek specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or equity.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

HALB TRANSITION CORPORATION,
a Colorado corporation (the “Company”)

/s/ James Christopher LeDoux

By: James Christopher LeDoux
Its: President

ATTEST:

/s/ James Christopher LeDoux

James Christopher LeDoux
Secretary

HALBERD CORPORATION,
a Colorado corporation (“Holdco”)

/s/ James Christopher LeDoux

By: James Christopher LeDoux
Its: President

ATTEST:

/s/ James Christopher LeDoux

James Christopher LeDoux
Secretary

Alaric Corporation,
a Colorado corporation (“Merger Sub”)

/s/ James Christopher LeDoux

By: James Christopher LeDoux
Its: President

ATTEST:

/s/ James Christopher LeDoux

James Christopher LeDoux
Secretary

Reorganization and Merger and Related Documents

**CERTIFICATE OF THE SECRETARY
OF
HALBERD CORPORATION**

I, James Christopher LeDoux, the Secretary of Halberd Corporation, a Colorado corporation, hereby certify that the Plan of Reorganization to which this certificate is attached has been adopted pursuant to Sections 7-108-202, 7-108-204, 7-111-101, 7-111,102, 7-107-104, 7-111-103, 7-111-105 of the Colorado Business Corporation Act.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of March 23, 2020.

**HALBERD CORPORATION,
a Colorado corporation (“Holdco”)**

/s/ James Christopher LeDoux

By: James Christopher LeDoux

Its: Secretary

Reorganization and Merger and Related Documents

**CERTIFICATE OF THE SECRETARY
OF
HALB TRANSITION CORPORATION**

I, James Christopher LeDoux, the Secretary of HALB Transition Corporation, a Colorado corporation, hereby certify that the Plan of Reorganization to which this certificate is attached has been adopted pursuant to Sections 7-108-202, 7-108-204, 7-111-101, 7-111,102, 7-107-104, 7-111-103, 7-111-105 of the Colorado Business Corporation Act.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of March 23, 2020.

**HALB TRANSITION CORPORATION,
a Colorado corporation (the “Company”)**

/s/ James Christopher LeDoux

By: James Christopher LeDoux

Its: Secretary

Reorganization and Merger and Related Documents

**CERTIFICATE OF THE SECRETARY
OF**

Alaric Corporation

I, James Christopher LeDoux, the Secretary of Alaric Corporation, a Colorado corporation, hereby certify that the Plan of Reorganization to which this certificate is attached has been adopted pursuant to Sections 7-108-202, 7-108-204, 7-111-101, 7-111,102, 7-107-104, 7-111-103, 7-111-105 of the Colorado Business Corporation Act.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of March 23, 2020.

**Alaric Corporation,
a Colorado corporation (“Merger Sub”)**

/s/ James Christopher LeDoux

By: James Christopher LeDoux

Its: Secretary

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MERGER AGREEMENT

THIS MERGER AGREEMENT (hereinafter as the “Agreement”), **dated March 23, 2020, is entered into by and between HALB Transition Corporation**, a Colorado corporation (“Company”), **and Alaric Corporation**, a Colorado corporation (“Merger Sub”) a direct, totally held subsidiary of Halberd Corporation, a Colorado corporation (“Holdco”), and is intended to operate concomitantly with that certain *Plan of Reorganization* filed contemporaneously with the Colorado Secretary of State of even date herewith, with reference to the following facts, terms, and provisions (the Company, Holdco and Merger Sub are herein collectively referred to as the “Participating Parties”):

Recitals.

- A. The Company was initially formed and organized as a domestic, for-profit corporation in the State of Colorado on January 26, 2009.
- B. On March 23, 2020, the Company converted to a Colorado corporation. As of the date hereof, the Company is a corporation in good standing under the laws of the State of Colorado.
- C. Upon entering into this Agreement, the Company’s Common Stock (as defined below) is quoted to trade over-the-counter in the United States and elsewhere under the symbol “HALB” (US.HALB.PK), and its primary trading venue is over the Link ATS operated by OTC Markets Group, Inc. (“OTC”).
- D. The Company’s authorized capital stock in the State of Colorado, as well as that of Holdco and of Merger Sub, each being a mirror image of the others, consists of 2,000,000,000 (Two Billion) shares of common stock par value of \$0.0001 per share and Twenty-Five Million (25,000,000) shares of preferred stock par value of \$0.0001 per share.
- E. To effect the overall transaction evidenced by this Agreement, and to qualify as a tax-free reorganization under Section 368, *et seq.* of the Internal Revenue Code of 1986, as amended (the “Code”), the Company formed Holdco in the State of Colorado on March 23, 2020, and Holdco, as a validly existing Colorado corporation, formed Merger Sub in the State of Colorado on March 23, 2020.
- F. As of the date hereof, Holdco’s authorized capital structure is identical to the capital structure of the Company.
- G. As of the date hereof, Merger Sub’s authorized capital structure is identical to the capital structure of the Company and Holdco.

- H. The Articles of Incorporation and the Bylaws of the Company immediately after the Effective Time (as hereinafter defined) will contain the provisions relative to shareholders and contained in the Articles of Incorporation and Bylaws of Merger Sub immediately after the Effective Time (to the extent required by Section 7-111-104 of the Colorado Business Corporation Act of the State of Colorado) (hereinafter “CBCA”) and the applicable provisions of the Code).
- I. The directors of the Company immediately prior to the Merger (as hereinafter defined) will be the directors of Merger Sub as of the Effective Time.

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- J. The Company desires to create a new holding company structure in accordance with Section 7-111-104 of the CBCA by merging Merger Sub with and into the Company with Merger Sub being the surviving corporation, and converting each outstanding share of Company Common Stock into a like number of shares of Holdco Common Stock, all in accordance with the terms of this and that certain *Plan of Reorganization*.
- K. The Boards of Directors of Merger Sub and the Company have approved this Agreement and the merger of Merger Sub with and into the Company upon the terms and subject to the conditions set forth in this Agreement (the “Merger”). No vote or solicitation of votes is required by the Company, Merger Sub, or Holdco, as permitted by applicable provisions and Section 7-111-104(3) of the CBCA, however, certain shareholders acting by written consent approved the Merger and the concomitant *Plan of Reorganization*.
- L. For U. S. Federal income tax purposes, the Merger and concomitant Plan of Reorganization are operative and shall, in every respect, qualify as and is intended to be a reorganization under the applicable provisions of Section 368(a)(1)(B) of the Code.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Participating Parties hereby agree as follows:

The foregoing recitals are hereby incorporated herein by this reference.

ARTICLE I THE MERGER.

- 1.1. The Merger. In accordance with Section 7-111-104 of the CBCA and subject to and upon the terms and conditions of this Agreement, Merger Sub, at the Effective Time (which term is hereinafter defined), shall be merged with and into the Company; the separate corporate existence of the Company shall cease; and Merger Sub shall continue as the surviving corporation. Merger Sub, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the “Surviving Entity”. At the Effective Time, the effect of the Merger shall become effective as provided in Section 7-111-101, et seq., of the CBCA. Following the Merger, the surviving entity will be the wholly-owned subsidiary of Holdco. As provided for in the *Plan of Reorganization*, each outstanding share of what was previously the Company Common Stock, shall instead become, and thereafter constitute, an outstanding share of Holdco Common Stock.
- 1.2. Effective Time. For book-entry and accounting purposes, the Merger shall become effective at 12:01 a.m. Mountain Time on March 23, 2020 (hereinafter the “Effective Time”).
- 1.3. Articles of Incorporation. From and after the Effective Time, the provisions set forth in the Articles of Incorporation of the Company that apply to the rights, preferences, and designations of the holders of Company Common Stock, as in effect immediately prior to the Effective Time, shall be the provisions set forth in the Articles of Incorporation of the Surviving Entity until thereafter amended or as otherwise provided by law.

- 1.4. Powers. The business and affairs of the Surviving Entity shall be managed by, or conducted under the direction of, a board of directors, which shall exercise all the powers of the Surviving Entity except as are by law or by the Articles of Incorporation and/or the Bylaws of the Surviving Entity conferred upon or reserved to the stockholders of the Surviving Entity.
- 1.5. Bylaws. From and after the Effective Time, the Bylaws of the Company, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the Bylaws of the Surviving Entity until thereafter amended or repealed as provided therein.
- 1.6. Directors. The directors of the Company immediately prior to the Effective Time shall be the initial directors of the Surviving Entity and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and/or the Bylaws of the Surviving Entity, or as otherwise provided by law.
- 1.7. Officers. The officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Entity and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and/or the Bylaws of the Surviving Entity or as otherwise provided by law.
- 1.8. Additional Actions. Subject to the terms of this Agreement, the Parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect, or confirm, of record, or otherwise, in the Surviving Entity's right, title, or interest in, to, or under any of the rights, properties, or assets of either of Merger Sub or the Company acquired or to be acquired by the Surviving Entity, as a result of, or in connection with, the Merger, or otherwise, to carry out this Agreement, then, and in such case, the officers and directors of the Surviving Entity shall be authorized to execute and deliver, in the name and on behalf of each or either of Merger Sub and/or the Company, all such deeds, bills of sale, assignments, and assurances and to take and do, in the name and on behalf of each or either of Merger Sub and/or the Company, or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect, or confirm any and all right, title, and interest in, to, and under such rights, properties, or assets in the Surviving Entity, or otherwise, to carry out the intended purpose of this Agreement.

ARTICLE II
ACTIONS TO BE TAKEN IN
CONNECTION WITH THE MERGER.

Section 2.1 *Post-Effective Amendments*. It is the intent of the parties that Holdco, as of the Effective Time, be deemed a “successor issuer” for purposes of continuing offerings, if any, of Alaric Corporation/Merger Sub under the Securities Act of 1933, as amended (the “Securities Act”). As soon as practicable following the Merger, Halberd Corporation/Holdco will file post-effective amendments to Alaric Corporation/Merger Sub's currently effective registration statements, if any, adopting such statements as its own registration statements for all purposes of the Securities Act and the Securities Exchange Act of 1934, as amended, and setting forth any additional information necessary to reflect any material changes made in connection with, or resulting from, the succession or necessary to keep the registration statements from being misleading.

Section 2.2 *Tax Characterization*. Each party hereto shall use its reasonable best efforts to cause the Merger to constitute a tax-free reorganization within the meaning of Section 368 of the Code, and shall not take any actions reasonably likely to cause the Merger not to so qualify, or cause any such actions to be taken.

ARTICLE III CONDITIONS TO MERGER

Section 3.1 *Conditions Precedent*. The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver of the condition that no order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order that is in effect shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby.

ARTICLE IV TERMINATION AND AMENDMENT

Section 4.1 *Termination*. This Agreement may be terminated or the completion of the transactions contemplated herein, including without limitation the Merger, may be deferred at any time prior to the Effective Time by action of the Board of Directors of Halberd Corporation/Holdco, Alaric Corporation/Merger Sub or Merger Sub. In the event of such termination, this Agreement shall become null and void and have no effect, without any liability or obligation on the part of any such participant, by reason of this Agreement.

Section 4.2 *Amendment*. This Agreement may be amended, modified or supplemented at any time by an instrument in writing signed on behalf of each of the parties.

ARTICLE V GENERAL PROVISIONS

Section 5.1 *Governing Law*. This Agreement shall be governed by and construed and enforced under the laws of the State of Colorado, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

Section 5.2 *Entire Agreement*. This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

Section 5.3 *Further Assurances*. From time to time, and when required by any Participating Party the other Participating Parties shall execute and deliver, or cause to be executed and delivered, such deeds and other instruments, and to take or cause to be taken such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform to record or otherwise, as deemed necessary by the requesting party, whether to carry out the purposes of this Agreement or otherwise, and the officers and directors of each participant are authorized fully in the name and on behalf of such participant, as applicable, or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

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Section 5.4 *Counterparts*. This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means (including portable document format) shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 5.5 *Severability*. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

Section 5.6 *No Appraisal Rights*. In accordance with the CBCA, no appraisal rights shall be available to any holder of shares of any class of stock whatsoever, in connection with the Merger or in connection with the Plan of Reorganization.

Section 5.7 *Amendments*. At any time prior to the Effective Time, this Agreement may be supplemented, amended or modified, whether before or after the adoption of this Agreement by the mutual consent of the parties to this Agreement. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto; provided however, that the Surviving Entity may take whatever action may be deemed necessary by the Surviving Entity on behalf of the non-Surviving Entity, which action shall be just as effective as if taken by, or in the case of a document, executed by the non-Surviving Entity.

ARTICLE VI MISCELLANEOUS PROVISIONS.

- 6.1. **Governing Law.** This Agreement shall be governed by and construed and enforced under the laws of the State of Illinois for contracts made and performed in that state, except for conflicts of laws rules.
- 6.2. **Counterparts.** This Agreement may be executed in one or more counterparts each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement, this Agreement.
- 6.3. **Entire Agreement.** This Agreement, including each document and instrument directly associated hereto and referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or between any of them, with respect to the subject matter hereof.
- 6.4. **Severability.** The provisions of this Agreement and in that certain Plan of Reorganization that operate concomitantly herewith, are severable, and in the event that any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof or thereof.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Halberd Corporation
a Colorado corporation (“Company”)

/s/ James Christopher LeDoux
By: James Christopher LeDoux
Its: President

ATTEST:

/s/ James Christopher LeDoux
James Christopher LeDoux
Secretary

HALB TRANSITION CORPORATION,
a Colorado corporation (“Company”)

/s/ James Christopher LeDoux
By: James Christopher LeDoux
Its: President

ATTEST:

/s/ James Christopher LeDoux
James Christopher LeDoux
Secretary

Alaric Corporation,
a Colorado corporation (“Merger Sub”)

ATTEST:

/s/ James Christopher LeDoux

By: James Christopher LeDoux

Its: President

/s/ James Christopher LeDoux

James Christopher LeDoux

Secretary

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EXHIBIT A

CERTIFICATE OF MERGER
Halberd Corporation,
HALB Transition Corporation,
Alaric Corporation

Pursuant to Section 7-111-104 of the Colorado Business Corporation Act (the "CBCA"), Halberd Corporation, a Colorado corporation, in connection with the merger of HALB Transition Corporation, a Colorado corporation, with and into Alaric Corporation (this being hereinafter referred to as the "Merger"), hereby certifies as follows:

FIRST: The names and states of incorporation of the constituent corporations to the Merger are:

Name	State of Incorporation
Halberd Corporation	Colorado
Alaric Corporation	Colorado
HALB Transition Corporation	Colorado

SECOND: An Agreement and Plan of Merger, dated as of March 23, 2020, by and among Halberd Corporation, Alaric Corporation, and HALB Transition Corporation (the "Merger Agreement"), setting forth the terms and conditions of the Merger, has been approved, adopted, executed and acknowledged by each participant to such Merger Agreement, in accordance with Section 7-111-104 of the CBCA, Halberd Corporation not being a party to the merger, but just being the parent company and, separately, involved in a share exchange so as to become the successor issuer and the publicly traded company.

THIRD: The name of the surviving corporation is Alaric Corporation (the "Surviving Corporation"), with HALB Transition Corporation not surviving, with Alaric Corporation continuing in existence as the subsidiary of Halberd Corporation, the successor issuer.

FOURTH: The Merger shall become effective upon filing.

FIFTH: The executed Merger Agreement is on file at the office of the Surviving Corporation located at 1174 east Kingston square, Lake Charles, Louisiana, 70611. A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost to any stockholder of either corporation.

SIXTH: Following the Merger and its effectiveness, Halberd Corporation will become the parent corporation to Alaric Corporation and its sole shareholder, with HALB Transition Corporation ceasing to exist.

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IN WITNESS WHEREOF, this Certificate of Merger has been executed on this March 23, 2020.

Halberd Corporation,
a Colorado corporation

/s/ James Christopher LeDoux
James Christopher LeDoux,
CEO and President

Alaric Corporation,
a Colorado corporation

/s/ James Christopher LeDoux
James Christopher LeDoux,
CEO and President

HALB Transition Corporation,
a Colorado corporation

/s/ James Christopher LeDoux
James Christopher LeDoux,
CEO and President

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**CERTIFICATE OF THE SECRETARY
OF
HALB TRANSITION CORPORATION**

I, James Christopher LeDoux, the Secretary of HALB TRANSITION CORPORATION, a Colorado corporation, hereby certify that the Merger Agreement to which this certificate is attached has been adopted pursuant to Sections 7-108-202, 7-108-204, 7-111-101, 7-111,102, 7-107-104, 7-111-103, 7-111-105 of the Colorado Business Corporation Act.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of March 23, 2020.

**HALB Transition
CORPORATION,
a Colorado corporation (“Company”)**

/s/ James Christopher LeDoux
By: James Christopher LeDoux
Its: Secretary

**CERTIFICATE OF THE SECRETARY
OF
HALBERD CORPORATION**

I, James Christopher LeDoux, the Secretary of HALBERD CORPORATION, a Colorado corporation, hereby certify that the Merger Agreement to which this certificate is attached has been adopted pursuant to Sections 7-108-202, 7-108-204, 7-111-101, 7-111,102, 7-107-104, 7-111-103, 7-111-105 of the Colorado Business Corporation Act.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of March 23, 2020.

HALBERD COPORATION,
a Colorado corporation (“HALBERD”)

/s/ James Christopher LeDoux

By: James Christopher LeDoux
Its: Secretary

**CERTIFICATE OF THE SECRETARY
OF
Alaric Corporation**

I, James Christopher LeDoux, the Secretary of Alaric Corporation, a Colorado corporation, hereby certify that the Merger Agreement to which this certificate is attached has been adopted pursuant to Sections 7-108-202, 7-108-204, 7-111-101, 7-111,102, 7-107-104, 7-111-103, 7-111-105 of the Colorado Business Corporation Act.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of March 23, 2020.

ALARIC CORPORATION,
a Colorado corporation (“Merger Sub”)

/s/ James Christopher LeDoux

By: James Christopher LeDoux
Its: Secretary

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ACTION BY WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF HALB TRANSITION CORPORATION, A COLORADO CORPORATION, CHANGING ITS NAME AND THEN ENGAGING IN A REORGANIZATION AND A MERGER PURSUANT TO THE COLORADO BUSINESS CORPORATION ACT

The undersigned, being all of the Members of the Board of Directors (the “Board”) of **HALB TRANSITION CORPORATION**, a Colorado corporation (the “Corporation”), changing its name from Alaric Corporation, all pursuant to, and in conformity with, The Colorado Business Corporation Act, and merging with the newly created Alaric Corporation, the merger survivor, which became the predecessor issuer, no longer a publicly traded company, the successor issuer being the newly created Halberd Corporation, and in lieu of a meeting of the Board of Directors of the Corporation, do hereby consent to, adopt, ratify, confirm and approve the Resolutions set forth below, effective as of March 23, 2020.

WHEREAS, after significant discussions and consultations with various professionals, and after careful consideration of the alternatives available, including the advantages and disadvantages of a reorganization and merger; and

WHEREAS, by these resolutions, all actions heretofore taken by any director or officer of the Corporation in connection with any matter referred to in the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

Approval of Colorado Reorganization and Merger

BE IT RESOLVED: That the Corporation does hereby fully authorize the actions of the officers and directors to engage in a three-party corporate reorganization, as agreed to in the March 23, 2020 Merger Agreement and the March 23, 2020 Plan of Reorganization, which is pursuant to the Colorado Business Corporation Act, whereby the surviving publicly trading entity is a newly formed Colorado corporation with the name of “Halberd Corporation,” with the predecessor issuer, HALB Transition Corporation, previously Alaric Corporation, being merged out of existence, and the merger successor, Alaric Corporation, becoming the predecessor issuer.

IN WITNESS WHEREOF, the undersigned has caused this action to be effective as of March 23, 2020.

Sole Director:

James Christopher LeDoux

STATE OF _____]
] ss.
CITY OF _____]

Now on _____, 2020, before me personally appeared James Christopher LeDoux to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed for the purposes stated therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

Reorganization and Merger and Related Documents

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ACTION BY WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF HALBERD CORPORATION/HOLDCO INC., ENGAGING IN A REORGANIZATION AND AN INDIRECT PARTY TO A MERGER PURSUANT TO THE COLORADO BUSINESS CORPORATION ACT

The undersigned, being all of the Members of the Board of Directors (the “Board”) of **HALBERD CORPORATION**, formed in Colorado March 23, 2020 (the “Corporation”), all pursuant to, and in conformity with, The Colorado Business Corporation Act, and being a nonparty to a merger between the newly formed Alaric Corporation, the merger survivor, and HALB Transition Corporation, the predecessor issuer, being a public company prior to the merger and reorganization, being merged out of existence, the newly created Halberd Corporation being the successor issuer, and in lieu of a meeting of the Board of Directors of the Corporation, do hereby consent to, adopt, ratify, confirm and approve the Resolutions set forth below, effective as of March 23, 2020.

WHEREAS, after significant discussions and consultations with various professionals, and after careful consideration of the alternatives available, including the advantages and disadvantages of a reorganization and merger; and

WHEREAS, by these resolutions, all actions heretofore taken by any director or officer of the Corporation in connection with any matter referred to in the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

Approval of Colorado Reorganization and Merger

BE IT RESOLVED: That the Corporation does hereby fully authorize the actions of the officers and directors to engage in a three-party corporate reorganization, as agreed to in the March 23, 2020 Merger Agreement and the March 23, 2020 Plan of Reorganization, which is pursuant to the Colorado Business Corporation Act, whereby the surviving publicly trading entity is a newly formed Colorado corporation with the name of “Halberd Corporation,” with the predecessor issuer, HALB Transition Corporation, previously Alaric Corporation, being merged out of existence, and the merger successor, Alaric Corporation, becoming the predecessor issuer.

IN WITNESS WHEREOF, the undersigned has caused this action to be effective as of March 23, 2020.

Sole Director:

James Christopher LeDoux

STATE OF _____]
] ss.
CITY OF _____]

Now on _____, 2020, before me personally appeared James Christopher LeDoux to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed for the purposes stated therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

Reorganization and Merger and Related Documents

Page 36 of 40

**ACTION BY WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF THE NEWLY
CREATED ALARIC CORPORATION, A COLORADO CORPORATION, ENGAGING IN A
REORGANIZATION
AND A MERGER PURSUANT TO THE COLORADO BUSINESS CORPORATION ACT**

The undersigned, being all of the Members of the Board of Directors (the “Board”) of **ALARIC CORPORATION**, formed in Colorado March 23, 2020 (the “Corporation”), all pursuant to, and in conformity with, The Colorado Business Corporation Act, and being the surviving party to a merger between the newly formed Alaric Corporation and HALB Transition Corporation, the predecessor issuer, being a public company prior to the merger and reorganization, being merged out of existence, the newly created Halberd Corporation being the successor issuer, and in lieu of a meeting of the Board of Directors of the Corporation, do hereby consent to, adopt, ratify, confirm and approve the Resolutions set forth below, effective as of March 23, 2020.

WHEREAS, after significant discussions and consultations with various professionals, and after careful consideration of the alternatives available, including the advantages and disadvantages of a reorganization and merger; and

WHEREAS, by these resolutions, all actions heretofore taken by any director or officer of the Corporation in connection with any matter referred to in the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

Approval of Colorado Reorganization and Merger

BE IT RESOLVED: That the Corporation does hereby fully authorize the actions of the officers and directors to engage in a three-party corporate reorganization, as agreed to in the March 23, 2020 Merger Agreement and the March 23, 2020 Plan of Reorganization, which is pursuant to the Colorado Business Corporation Act, whereby the surviving publicly trading entity is a newly formed Colorado corporation with the name of “Halberd Corporation,” with the predecessor issuer, HALB Transition Corporation, previously Alaric Corporation, being merged out of existence, and the merger successor, Alaric Corporation, becoming the predecessor issuer.

IN WITNESS WHEREOF, the undersigned has caused this action to be effective as of March 23, 2020.

Sole Director:

James Christopher LeDoux

STATE OF _____]
] ss.
CITY OF _____]

Now on _____, 2020, before me personally appeared James Christopher LeDoux to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed for the purposes stated therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

Reorganization and Merger and Related Documents

Page 37 of 40

**ACTION BY WRITTEN CONSENT OF THE MAJORITY OF SHAREHOLDERS OF HALB TRANSITION CORPORATION, A COLORADO CORPORATION, CHANGING ITS NAME AND THEN ENGAGING IN
A
REORGANIZATION AND A MERGER PURSUANT TO THE COLORADO BUSINESS CORPORATION ACT**

The undersigned, being the MAJORITY OF SHAREHOLDERS (the “Shareholders”) of **HALB TRANSITION CORPORATION** (the “Corporation”), hereby changing its name from Alaric Corporation, all pursuant to, and in conformity with, The Colorado Business Corporation Act, and merging with Alaric Corporation, the merger survivor, which became the predecessor issuer, no longer a publicly traded company, the successor issuer being the newly created Halberd Corporation, and in lieu of a meeting of the MAJORITY OF SHAREHOLDERS of the Corporation, do hereby consent to, adopt, ratify, confirm and approve the Resolutions set forth below, effective as of March 23, 2020.

WHEREAS, after significant discussions and consultations with various professionals, and after careful consideration of the alternatives available, including the advantages and disadvantages of a reorganization and merger; and

WHEREAS, by these resolutions, all actions heretofore taken by any director or officer of the Corporation in connection with any matter referred to in the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

Approval of Colorado Reorganization and Merger

BE IT RESOLVED: That the Corporation does hereby fully authorize the actions of the officers and directors to engage in a three-party corporate reorganization, as agreed to in the March 23, 2020 Merger Agreement and the March 23, 2020 Plan of Reorganization, which is pursuant to the Colorado Business Corporation Act, whereby the surviving publicly trading entity is a newly formed Colorado corporation with the name of “Halberd Corporation,” with the predecessor issuer, HALB Transition Corporation, being merged out of existence, and the merger successor, Alaric Corporation, becoming the predecessor issuer.

IN WITNESS WHEREOF, the undersigned has caused this action to be effective as of March 23, 2020.

Sole Director:

James Christopher LeDoux

STATE OF _____]
] ss.
CITY OF _____]

Now on _____, 2020, before me personally appeared James Christopher LeDoux to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed for the purposes stated therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

Reorganization and Merger and Related Documents

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ACTION BY WRITTEN CONSENT OF THE MAJORITY OF SHAREHOLDERS OF HALBERD CORPORATION/HOLDCO INC., ENGAGING IN A REORGANIZATION AND AN INDIRECT PARTY TO A MERGER PURSUANT TO THE COLORADO BUSINESS CORPORATION ACT

The undersigned, being the MAJORITY OF SHAREHOLDERS (the “Shareholders”) of **HALBERD CORPORATION**, formed in Colorado March 23, 2020 (the “Corporation”), all pursuant to, and in conformity with, The Colorado Business Corporation Act, and being a nonparty to a merger between the newly formed Alaric Corporation, the merger survivor, and HALB Transition Corporation, the predecessor issuer, being a public company prior to the merger and reorganization, being merged out of existence, the newly created Halberd Corporation being the successor issuer, and in lieu of a meeting of the MAJORITY OF SHAREHOLDERS of the Corporation, do hereby consent to, adopt, ratify, confirm and approve the Resolutions set forth below, effective as of March 23, 2020.

WHEREAS, after significant discussions and consultations with various professionals, and after careful consideration of the alternatives available, including the advantages and disadvantages of a reorganization and merger; and

WHEREAS, by these resolutions, all actions heretofore taken by any director or officer of the Corporation in connection with any matter referred to in the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

Approval of Colorado Reorganization and Merger

BE IT RESOLVED: That the Corporation does hereby fully authorize the actions of the officers and directors to engage in a three-party corporate reorganization, as agreed to in the March 23, 2020 Merger Agreement and the March 23, 2020 Plan of Reorganization, which is pursuant to the Colorado Business Corporation Act, whereby the surviving publicly trading entity, the Corporation, is a newly formed Colorado corporation with the name of “Halberd Corporation,” with the predecessor issuer, HALB Transition Corporation, being merged out of existence, and the merger successor, Alaric Corporation, becoming the predecessor issuer.

IN WITNESS WHEREOF, the undersigned has caused this action to be effective as of March 23, 2020.

Sole Director:

James Christopher LeDoux

STATE OF _____]
] ss.
CITY OF _____]

Now on _____, 2020, before me personally appeared James Christopher LeDoux to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed for the purposes stated therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

Reorganization and Merger and Related Documents

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**ACTION BY WRITTEN CONSENT OF THE MAJORITY OF SHAREHOLDERS OF THE NEWLY
CREATED
ALARIC CORPORATION, A COLORADO CORPORATION, ENGAGING IN A REORGANIZATION
AND A
MERGER PURSUANT TO THE COLORADO BUSINESS CORPORATION ACT**

The undersigned, being the MAJORITY OF SHAREHOLDERS (the "Shareholders") of **ALARIC CORPORATION**, formed in Colorado March 23, 2020 (the "Corporation"), all pursuant to, and in conformity with, The Colorado Business Corporation Act, and being the surviving party to a merger between the newly formed Alaric Corporation and HALB Transition Corporation, the predecessor issuer, being a public company prior to the merger and reorganization, being merged out of existence, the newly created Halberd Corporation being the successor issuer, and in lieu of a meeting of the MAJORITY OF SHAREHOLDERS of the Corporation, do hereby consent to, adopt, ratify, confirm and approve the Resolutions set forth below, effective as of March 23, 2020.

WHEREAS, after significant discussions and consultations with various professionals, and after careful consideration of the alternatives available, including the advantages and disadvantages of a reorganization and merger; and

WHEREAS, by these resolutions, all actions heretofore taken by any director or officer of the Corporation in connection with any matter referred to in the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

Approval of Colorado Reorganization and Merger

BE IT RESOLVED: That the Corporation does hereby fully authorize the actions of the officers and directors to engage in a three-party corporate reorganization, as agreed to in the March 23, 2020 Merger Agreement and the March 23, 2020 Plan of Reorganization, which is pursuant to the Colorado Business Corporation Act, whereby the surviving publicly trading entity is a newly formed Colorado corporation with the name of "Halberd Corporation," with the predecessor issuer, HALB Transition Corporation, being merged out of existence, and the merger successor, Alaric Corporation, becoming the predecessor issuer.

IN WITNESS WHEREOF, the undersigned has caused this action to be effective as of March 23, 2020.

Sole Director:

James Christopher LeDoux

STATE OF _____]
] ss.
CITY OF _____]

Now on _____, 2020, before me personally appeared James Christopher LeDoux to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed for the purposes stated therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

Reorganization and Merger and Related Documents

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AMENDED ARTICLES OF INCORPORATION

OF

HALBERD CORPORATION (20201285635)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, pursuant to the provisions and by virtue of the laws of the State of Colorado Business Corporation Act Section 17-102-101 and Section 7-102-102 and all other acts amendatory thereof and supplemental thereto, and for that purpose does hereby make, subscribe, acknowledge, certify, and set forth as follows:

FIRST: The name of the corporation shall be: “Halberd Corporation”.

SECOND: The resident agent is Raul Rodriguez, Rodriguez and Associates, 1011 Pennsylvania St. Unit B, Denver Colorado 80203, but the corporation may maintain offices, agencies, and places of business in any other state or military district in the United States and in foreign countries without restriction as to place, and the corporation may keep such books, papers, and records of the corporation as are not required by law to be kept within the State of Colorado, and as the directors may find convenient in such offices, agencies, and places of business.

THIRD: The nature of the business to be transacted and the object and purposes to be promoted and carried on by the corporation shall be to engage in any and all lawful activities.

FOURTH: The amount of the authorized capital stock of the corporation is 800,000,000 shares of common stock and 25,000,000 shares of preferred stock, with the designations, including par value and voting rights and set forth below in Articles FIFTH and SIXTH.

FIFTH: The shares of common stock which this corporation shall have authority to issue shall each have one vote and shall have a par value of \$0.0001 per share.

SIXTH: The shares of preferred stock the corporation shall have authority to issue shall have a par value of \$0.0001 per share, with designations for 25,000,000 shares of Series A Preferred. There are no other designations for any shares of Preferred Series. The holder of a share of the Series A Preferred shall be entitled to receive, when and as declared by the Board, out of funds legally available for the payment of dividends, dividends (if any) at the rates fixed by the Board for such series before any cash dividends shall be declared and paid or set apart for payment, on the Common Stock with respect to the same dividend period. The holders of shares of the Preferred Stock of each series shall be entitled, upon liquidation or dissolution or upon the distribution of the assets of the Corporation, to such preferences as provided in the resolution or resolutions creating such series of Preferred Stock, and no more, before any distribution of the assets of the Corporation shall be made to the holders of shares of the Common Stock. Whenever the holders of shares of the Preferred Stock shall have been paid the full amounts to which they shall be entitled, the holders of shares of the Common Stock shall be entitled to share ratably in all remaining assets of the Corporation. Each share of Preferred A Stock is entitled to a number of votes equal to the product of .000001 times the number of shares of common outstanding.

SEVENTH: Authorized stock may be issued from time to time without action by the stockholders for such consideration as may be fixed from time to time by the board of directors, and shares so issued, the consideration for which have been paid or delivered, shall be deemed fully paid stock and the holder of such shares shall not be liable for any further payment thereon.

The capital stock of this corporation, after the amount of the subscription price or par value has been paid in, shall not be subject to assessment to pay any debts of the corporation and no paid up stock and no stock issued as fully paid shall ever be assessable or assessed and the Articles of Incorporation shall not be amended in this particular.

The Corporation shall not issue any convertible promissory notes, convertible preferred stock or other convertible instruments. The Corporation shall be able to issue warrants or options.

EIGHTH: The name and address of the authorized person signing these Articles of Incorporation is as follows:

NAME	ADDRESS
William A. Hartman	PO Box 25 Jackson Center, PA 16133

NINTH: The corporation is to have perpetual existence.

TENTH: A director or officer of the corporation shall not be liable to the corporation or its shareholders for damages for breach of fiduciary duty as a director or officer except for liability that, by express provision of the Colorado Business Corporation Act, as amended and in effect in Colorado having similar import and effect, cannot be eliminated.

ELEVENTH: Both stockholders and directors shall have power, if the bylaws so provide, to hold their meetings, and to have one or more offices within or without the State of Colorado, and to keep the books of the corporation (subject to the requirements of the Colorado Business Corporation Act) outside of the state of Colorado at such places as may from time-to-time be designated by the board of directors.

TWELFTH: In furtherance, and not in limitation of the power conferred by statute, the board of directors is expressly authorized:

Unless otherwise provided for herein, by corporate law or the bylaws, if any, adopted by the stockholders, with or without shareholder approval or shareholder vote, and with or without advance notice to the shareholders, make, alter, amend or amend the articles of incorporation or the bylaws of the corporation, including (a) changing the number of authorized shares; (b) initiating a forward or a reverse split, provided that the majority of each class or series of stock affected by such forward or reverse split entitled to vote, votes in favor of such action, (c) changing the par value of any class or series of stock (d) merger or (e) share exchange;

To fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed mortgages and liens upon the real and personal property of this corporation;

From time-to-time, to determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of this corporation (other than the original or duplicates stock ledger), or any of them, shall be open to inspection of stockholders, and no stockholder shall have any right of inspection any account, book or document of this corporation except as conferred by statute, unless authorized by a resolution of the stockholders or directors;

To indemnify any person who was or is a party or is threatened to be made a party to any pending or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, except and action by or in the right of the corporation, by reason of the fact the he is or was an officer, director, employee, or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with

the action, suit or proceeding if he acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. To indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation (derivative actions) to procure a judgment in its favor by reason of the fact the he is or was an officer, director, employee or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably believed to be in or not opposed to the best interest of the corporation. No officer, director, employee or agent of the corporation may be indemnified in a derivative action for any claim, issue or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to the corporation or for the amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses as the court deems proper;

Determination that indemnification of an officer or director is improper must be made by the shareholders and by majority vote of a quorum of directors who were not parties to the act, suit or proceeding;

3

This corporation may, in its bylaws, confer powers upon its directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by statute.

IN WITNESS WHEREOF, I, William A. Hartman, authorized and empowered to act on behalf of Halberd Corporation, subscribes to this document and does hereby affirm, under penalty of perjury, that the statements contained herein have been examined by me and are true and correct as of July 9, 2020.

/s/ William A. Hartman

By: William A. Hartman

Its: President and CEO

PO Box 25 Jackson Center, PA 16133

Telephone: (814) 786-8849

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THE BYLAWS OF

HALBERD CORPORATION

STATE OF INCORPORATION: COLORADO

ARTICLE I.

CORPORATE OFFICES AND AGENT

1. **REGISTERED OFFICES.** The Corporation's registered office shall be as indicated in the Articles of Incorporation. The Corporation may change its registered office by resolution of the Board of Directors and by filing the appropriate statement with the appropriate agency of the State of Incorporation.

2. **RESIDENT AGENT.** The Corporation's resident agent shall be designated by the Board of Directors and can be an individual resident or designate within the State of Incorporation. The Corporation may remove and change its resident agent by resolution of the Board of Directors and by filing the appropriate statement with the appropriate agency of the State of Incorporation. The resident agent may resign by filing written notice of resignation with the Chief Executive Officer or President of the Corporation and with the appropriate agency of the State of Incorporation. The Corporation shall promptly appoint a successor resident agent upon the resignation of or removal of the registered agent.

ARTICLE II.

SHAREHOLDERS AND SHAREHOLDERS' MEETINGS

1. **SHAREHOLDERS.** The shareholders of the Corporation shall be those individuals, partnerships, domestic or foreign corporations, or any other association, corporation, trust or legal entity appearing as shareholders on the stock transfer books of the Corporation.

2. **MEETINGS.** Any and all duly and properly organized shareholder meetings may be held in or outside of the State of Incorporation at the discretion of the Board of Directors. A shareholder may participate in a shareholder meeting by a conference telephone or by other similar communications equipment through which all persons participating in the meeting may communicate with the other participants. All participants shall be advised of the communications equipment and the names of the participants in the conference shall be divulged to all participants. Participation in a meeting by a conference telephone or by other similar communications equipment constitutes presence in person at the meeting. A shareholder entitled to vote at a shareholder meeting or to express consent or dissent without a meeting may authorize other persons to act for them by proxy at the discretion of the Board of Directors and provided that notice of such proxy is provided to the Board of Directors at least 48 hours in advance of a meeting.

Bylaws

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3. **ANNUAL MEETING.** The shareholder annual meeting for the election of Directors and transacting other business shall be held each year on or before the 15th day of May or within ninety days thereafter as determined by the Board of Directors.

4. **SPECIAL MEETINGS.** A special meeting of the shareholders may be called at any time and place by a majority of the Board of Directors, or as may then be required by the laws of the State of Incorporation.

5. **ACTIONS BY WRITTEN CONSENT.** Provided the Articles of Incorporation permit, any action required or permitted by the laws of the State of Incorporation to be taken at any duly and properly organized shareholder meeting may be taken without a meeting, without prior notice, and without a vote if written consents, setting forth the

action taken, are signed by the shareholders of outstanding shares having not less than the minimum number of votes necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. To be effective, the written consents must be executed and delivered to the Corporation in the manner which may then be required by the laws of the State of Incorporation. Furthermore, any action required or permitted to be taken at any shareholder meeting may be taken without a meeting, without prior notice and without a vote, if before or after the action, all the shareholders entitled to vote consent in writing.

6. **ORDER OF MEETINGS.** Unless otherwise determined by the presiding officer, the order of business at all shareholders' meetings shall be:

- A. Call of the meeting to order.
- B. Roll Call.
- C. Presentation of proof of proper notice of meeting.
- D. Presentations of Proxies, if any.
- E. Determination that a Quorum is present.
- F. Reading and approval of the minutes of the previous meeting.
- G. Reports of Officers.
- H. Reports of committees.
- I. Election of Directors, if the meeting is an annual meeting or a meeting called for that purpose.
- J. Transaction of business as set forth in the Notice.
- K. Transaction of such other business as may properly come before the meeting.
- L. Adjournment.

Bylaws

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7. **NOTICE OF MEETINGS.** Written notice of the time, place, and purposes of every shareholder meeting shall be given either personally or by mail by the Secretary not less than ten nor more than sixty days before the date of the meeting. Any notice that is mailed shall be deemed to be given when deposited in the United States Mail, with postage fully prepaid, addressed to the shareholder at the address appearing on the records of the Corporation.

8. **QUORUM.** The number of shares entitled to cast a majority of the votes at a shareholder meeting constitutes a quorum at the meeting. The shareholders at the meeting may continue to transact business until adjournment, regardless of the withdrawal of enough shareholders to leave less than a quorum.

9. **ADJOURNMENT OF MEETINGS.** Any shareholder meeting may be adjourned to another time or place (the "Adjourned Meeting") by a majority vote of the shares present, regardless of whether a quorum is present. If a meeting is adjourned, notice of the Adjourned Meeting is not required to be given if the time and place of the Adjourned Meeting is announced at the meeting at which the adjournment occurs. The Corporation may transact any business at the Adjourned Meeting which might have been transacted at the original meeting.

10. **WAIVER OF NOTICE.** Any shareholder may waive notice of the time, place and purpose of any meeting by telegram, cablegram, facsimile, computer mail or other writing either before or after such meeting has been held.

11. **ATTENDANCE AT MEETING.** A shareholder's attendance at a shareholder meeting, regardless of participation mechanism or proxy, in any form, shall constitute participation and a waiver of objection to the meeting. Further, the shareholder(s) in attendance waive objection to:

- A. Lack of notice or defective notice of the meeting itself; and,
- B. Consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

12. **SHAREHOLDERS VOTING RIGHTS.** Except as otherwise provided by the Laws of the State of Incorporation, each outstanding share of common stock is entitled to one vote on each matter submitted to a vote. A vote may be cast orally or in writing as determined by the presiding officer of the meeting. Except as otherwise provided by the Articles of Incorporation, these Bylaws or the laws of the State of Incorporation, if an action other than the election of Directors is to be taken by vote of the shareholders, it shall be authorized by a majority in attendance of the votes cast by the holders of shares entitled to vote on the action. Except as otherwise provided by the Articles of Incorporation, Directors shall be elected by a plurality of the votes cast at an election.

Bylaws

Page 3 of 14

13. **LIST OF SHAREHOLDERS.** The secretary or agent having the responsibility of the stock transfer books for shares of the Corporation shall make and certify a complete list of shareholders entitled to vote at a shareholders' meeting or any adjournment thereof. The list shall (1) be arranged alphabetically within each class and series, with the address of, and the number of shares held by each shareholder; (2) be produced at the time and place of the meeting; (3) be subject to inspection by any shareholder during the whole time of the meeting; and (4) be prima facie evidence as to who are the shareholders entitled to examine the list or to vote at the meeting.

14. **INSPECTION OF CORPORATION'S BOOKS AND RECORDS.**

A. **FINANCIAL STATEMENTS.** The Corporation shall furnish to any shareholder upon written request, its balance sheet as of the end of the preceding fiscal year, its statement of income for the fiscal year, and if prepared by the Corporation, its statement of source and application of funds for the fiscal year.

B. **BOOKS AND RECORDS.** Any shareholder of record, in person or by agent, shall have the right during the usual hours of business to inspect for any purpose reasonably related to the shareholder's interest as a shareholder the Corporation's stock ledger, a list of its shareholders and its other books and records, if the shareholder gives the Corporation written demand (at its registered office) describing with reasonable particularity his or her purpose and the records desired to be inspected, and the records sought are directly connected with the purpose.

ARTICLE III.
BOARD OF DIRECTORS

1. **NUMBER, TERM AND ELECTION.** A Board of Directors shall manage the Corporation's business and affairs. The Board of Directors shall consist of not less than one nor more than nine members. The Chairman of the Board of Directors shall be appointed by the shareholder-elected members of the Board of Directors, such appointment shall occur during the annual shareholder meeting and shall be a Non-executive Officer. Except as otherwise provided in the Articles of Incorporation, Directors shall be elected by a plurality of the shareholder votes cast at an election. Each Director shall be elected by the shareholders at each annual meeting and shall hold office until the next annual meeting and his or her successor has been elected and qualified or until his or her resignation or removal.

2. **POWER AND AUTHORITY.** The Board of Directors may exercise any power or authority permitted by the Laws of the State of Incorporation, these Bylaws, or the Articles of Incorporation and which is not directed or required to be exercised by the shareholders.

3. **RESIGNATION.** An elected Director may resign with thirty days written notice to the Chairman of the Board and with copy of the written notice to the CEO of the Corporation. The 30-day notice can be waived by the Chairman at his/her discretion. Any written notice of resignation shall be posted through normal information distribution channels within four business days of receipt by the Chairman and CEO.

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4. **REMOVAL.** Except as otherwise provided in the Articles of Incorporation, any Director or the entire Board of Directors, may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at the annual election of Directors.

5. **VACANCY.** Vacancies within an elected term in the Board of Directors shall be filled by a plurality vote of the members of the Board of Directors within thirty days of notice of vacancy without a shareholder vote. If a plurality vote cannot be achieved within thirty days, the Chairman of the Board of Directors shall appoint a qualified person to the post for the remainder of the term. If the vacancy is the Chairman, the elected members of the Board of Directors shall first appoint a new Chairman from within the existing Directors within ten days of the vacancy. Any appointed member shall only serve until such member is elected by the shareholders at the next annual shareholder meeting.

6. **REGULAR ANNUAL MEETING.** Immediately after each shareholder annual meeting the newly-elected Board of Directors shall convene without notice for purposes of electing corporate officers and to transact any other appropriate business.

7. **SPECIAL MEETINGS.** Special Board of Directors meetings may be held at any time in or outside the State of Incorporation upon notice by the Chairman of the Board or any Director. Written notice of the time and date of such meeting shall be given to each Director either personally or by mail, telegram or facsimile not less than ten nor more than sixty days before the date of the meeting. Any notice that is mailed shall be deemed to be given when deposited in the United States mail, with postage fully prepaid, addressed to the Director at the address appearing on the records of the Corporation. Unless otherwise indicated in the notice, any business may be transacted at the special meeting.

8. **ATTENDANCE AT MEETING.** A Director's attendance at or participation in any Board of Directors meeting waives any required notice to him or her of the meeting unless he or she at the beginning of the meeting, or upon his or her arrival objects to the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. A Director may participate in a Board meeting by means of conference telephone or similar communications equipment through which all Directors participating in a meeting can communicate with the other Directors. Participation in a meeting in this manner constitutes presence in person at the meeting. The business to be transacted at or the purposes of an annual or special meeting does not need to be specified in the notice or waiver of notice of the meeting.

9. **QUORUM.** A quorum of the Board of Directors shall consist of a majority of the Directors then in office. The vote of the majority of members present at a meeting at which a quorum is present constitutes the action of the Board except as otherwise specifically provided by statute, the Articles of Incorporation or these Bylaws.

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10. **APPOINTMENT OF COMMITTEES.** The Board shall have two specific committees: (1) Financial-Audit Committee; and, (2) Officer's Compensation Committee. Further, the Chairman of the Board may designate additional committees; each committee shall be led by a shareholder elected member of the Board and may consist of duly appointed Advisors to the Board as designated by the Chairman of the Board. The Board may designate one or more

directors as alternate members of a committee, who may replace an absent or disqualified member at a meeting of the committee. In the absence or disqualification of a member of a committee, the members thereof present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of such an absent or disqualified member. A majority of the members of a committee of the Board shall constitute a quorum for transaction of business, unless the Board resolution establishing the committee provides for a larger or smaller number. A committee, and each member thereof, shall serve at the pleasure of the Chairman of the Board.

11. **POWERS OF COMMITTEES.** A committee, to the extent provided in the resolution of the Board, may exercise all powers and authority of the Board in management of the business and affairs of the Corporation. However, such a committee does not have power or authority to do any of the following:

- A. Amend the Articles of Incorporation.
- B. Adopt an agreement of merger or consolidation.
- C. Recommend to shareholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets.
- D. Recommend to shareholders dissolution of the Corporation or a revocation of a dissolution.
- E. Amend the Bylaws of the Corporation.
- F. Fill vacancies in the Board of Directors.
- G. Declare a distribution, dividend or to authorize the issuance of stock.

12. **ACTION BY UNANIMOUS WRITTEN CONSENT.** Any action required or permitted to be taken at any Board of Directors meeting or a committee of the Board meeting may be taken without a meeting if, before or after the action, all members of the Board then in office or of the committee consent in writing to the action. The written consent shall be filed with the minutes of the proceedings of the Board or committee. The written consents have the same effect as a vote of the Board or committee.

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ARTICLE IV. OFFICERS

1. **APPOINTMENT.** The Board of Directors shall appoint the officers of the Corporation. The officers shall consist of a Chief Executive Officer, President and Chief Operating Officer, Secretary, and Chief Financial Officer and Treasurer. The Board of Director shall also appoint a Chairman of the Board, and may also appoint Vice-President or other officers and agents as it deems necessary. The terms, powers and duties of such officers and agents shall also be determined by the Board of Directors and/or any committees established by the Board for such purposes. Any two or more offices may be held by the same person. However, an officer shall not execute, acknowledge or verify any instrument in more than one capacity if the instrument is required by law or the Articles of Incorporation to be executed, acknowledged or verified by two or more officers. No officer need be a Director or Shareholder. An officer shall have such authority and shall perform such duties in the management of the corporation as may be provided in these Bylaws, or as may be determined by resolution of the Board of Directors not inconsistent with these Bylaws.

2. **TERM, REMOVAL AND RESIGNATION.** The officers of the Corporation shall hold office until their successors are elected or until their resignation or removal by the Board of Directors. Subject to the terms of an employment agreement or contract, any officer may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors. Subject to the terms of an employment agreement or contract, an officer may resign by written notice to the Corporation. The resignation is effective upon its receipt by the Corporation or at

a subsequent time specified in the notice. If any office becomes vacant for any reason, the vacancy shall be filled by the affirmative vote of a majority of the Board of Directors.

3. **CHAIRMAN OF THE BOARD.** The Board of Directors shall appoint a Chairman of the Board. The Chairman of the Board shall be a Board member already elected at the annual meeting of the Shareholders. The Chairman shall hold office until such time as a successor is elected or until their resignation or removal by the Board of Directors. The Chairman of the Board shall be the presiding officer at all meetings of the shareholders and Board of Directors. The Chairman of the Board shall also: (1) participate as a member in all committees established by the Board; and, (2) shall be the acting Committee Chairperson at any meeting of the Board if the appointed Committee Chairperson is absent.

4. **CHIEF EXECUTIVE OFFICER.** The Chief Executive Officer shall be appointed by the Board of Directors and perform all duties as assigned by the Board of Directors. The Chief Executive Officer shall represent the corporation and/or the Board of Directors at all functions requiring a presence including public and private functions as directed by the Board. Further, the Chief Executive Officer shall be the communication conduit between the Board, the President and the Chief Financial Officer of the Company. The Chief Executive Officer shall, in the absence of a Chairman of the Board, be the presiding officer at all meetings of shareholders and of the Board of Directors.

5. **PRESIDENT.** The President shall be the chief operating officer of the Corporation. In the absence of the Chairman of the Board and the Chief Executive Officer, the President shall be the presiding officer at all meetings of shareholders and of the Board of Directors. The President shall perform all of the duties usually appertaining to the office of President and chief operating officer of a Corporation. The President shall have general charge, subject to the direction of the Chairman of the Board and the Chief Executive Officer, of the daily business affairs of the Corporation. The President shall have such other powers and duties as may be assigned by the Chairman of the Board of Directors and the Chief Executive Officer.

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6. **VICE-PRESIDENT.** In the event the Chief Executive Officer, together with the President of the Corporation shall appoint a Vice-President, the Vice-President shall perform all the duties usually appertaining to that office, subject to the control of the President. The Vice-President shall also exercise the duties of the President in the absence of the President; provided, if there is more than one Vice-President, the Chairman of the Board of Directors, together with the Chief Executive Officer, shall decide who shall exercise the duties of the President in the absence of the President. The Vice-President shall also perform any other duties as assigned by the Board of Directors.

7. **SECRETARY.** The Secretary shall attend and keep the minutes of the shareholders' and Directors' meetings. The Secretary shall have custody of the corporate seal and all records, papers, books and files of the Corporation, except the books of account. The Secretary shall issue notice of all meetings required by the Bylaws, affix the corporate seal to all instruments of the company requiring the same and attest the same by his or her signature whenever such attestation shall be required. The Secretary shall perform all of the duties usually appertaining to the office of Secretary of a Corporation, subject to the control of the President. The Secretary shall also perform any other duties as assigned by the Board of Directors.

8. **ASSISTANT SECRETARY.** In the event the Secretary of the Corporation deems it necessary and with approval of the Chairman of the Board of Directors, the Secretary shall appoint an Assistant Secretary, the Assistant Secretary shall at all times act as an assistant to the Secretary and have such powers and perform such duties as shall be assigned to him by the Secretary or Board of Directors. The Assistant Secretary shall possess the powers and perform the duties of the Secretary in the absence or disability of the Secretary. If the Secretary and Assistant Secretary are at the same time absent or unable to perform their duties, the Board of Directors may appoint a Secretary pro tempore with powers and duties to act as Secretary during the absence and disability of both the Secretary and Assistant Secretary.

9. **TREASURER.** The Treasurer shall be the Chief Financial Officer of the corporation and shall have custody of all corporate funds and securities. The Treasurer shall keep in books belonging to the Corporation, full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all monies, securities and other

valuable effects in the name of the Corporation, in such depositories as may be designated for that purpose by the Board of Directors. The Treasurer shall disburse funds of the Corporation as ordered by the Board, taking vouchers for such disbursements, and shall render to the Chief Executive Officer, Chairman and Directors at the regular meetings of the Board, and whenever requested by them, an account of the Corporation. The Treasurer, subject to the control of the Chief Executive Officer, shall also perform all duties incident to the office of Treasurer and Chief Financial Officer. The Treasurer shall also perform additional powers and duties as may be assigned by the Board of Directors.

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10. **EXECUTION OF INSTRUMENTS.** The Board of Directors shall have the power to designate the officers and agents who shall have the authority to execute any instrument on behalf of the Corporation. When the execution of any contract, conveyance, or other instrument has been authorized without specification of the officers authorized to execute, the Chief Executive Officer or President in combination with the Secretary or Treasurer may execute the same in the name and on behalf of the Corporation and may affix the corporate seal thereto.

ARTICLE V. CAPITAL STOCK

1. **CERTIFICATES.** Except as otherwise provided in the Articles of Incorporation, the Board of Directors may authorize the issuance of some or all of the shares of any or all of its classes or series without certificates. Where the Board has authorized the issuance of some or all of the shares, a shareholder shall be entitled to a stock certificate signed by one of the following: the Chairman of the Board, Chief Executive Officer or President, as well as signed by the Treasurer. The signature of the officers may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation itself or its employees. The Certificate representing shares shall state upon its face that the Corporation is formed under the laws of the State of Incorporation, the name of the person to whom issued, the number and class of shares, and the designation of the series, if any which the certificate represents. In addition, if the Corporation issues more than one class of stock, the certificate shall set forth on its face or back that the Corporation will furnish to a Shareholder upon request and without charge a full statement of the designation, relative rights, preferences, and limitations of the shares of each class authorized to be issued, and if the Corporation is authorized to issue any class of shares in series, the designation, relative rights, preferences and limitations of each series so far as the same have been prescribed at the authority of the Board to designate and prescribe the relative rights, preferences and limitations of other series. Within a reasonable time after the issuance or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the same information as required if shares had been authorized to be issued.

2. **CONSIDERATION FOR SHARES.** Shares of stock may be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including but not limited to cash, promissory notes, services performed, or contracts for services to be performed, or other securities of the Corporation.

3. **TRANSFER OF CERTIFICATES.** Shares will be transferable on the books of the Corporation by the persons named in the certificate or by power of attorney lawfully constituted in writing and upon surrender of the certificate. A record shall be made of every transfer and issue. Whenever any transfer is made for collateral security only and not absolutely, that fact shall be noted in the entry of such transfer.

4. **LOST, STOLEN OR DESTROYED CERTIFICATES.** The Corporation may issue a new certificate for shares in place of any certificate alleged to have been lost or destroyed. The Board of Directors may, at its discretion, require the owner of the lost or destroyed certificates, or his legal representative, to give the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged lost or destroyed certificate or the issuance of the new certificate.

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5. **REGISTERED SHAREHOLDER.** The Corporation shall be entitled to treat the registered holder of any share as the absolute owner thereof, and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Corporation shall receive actual or other notice thereof, except as may be expressly provided by the statutes of the state of incorporation.

6. **RECORD DATES.** The Board of Directors shall set the record dates for the following actions:

A. **VOTING.** For the purposes of determining shareholders entitled to notice of and to vote at shareholders meetings or an adjournment of a meeting, a record date which shall not be less than ten nor more than sixty days before the date of the meeting.

B. **CONSENT RESOLUTIONS.** For the purposes of determining shareholders entitled to express consent or dissent from an action without a meeting, a record date which shall not be more than sixty days before effectuation of the action proposed to be taken or not more than ten days after the Board's resolution.

C. **DISTRIBUTIONS AND OTHER ACTIONS.** For the purpose of determining shareholders entitled to receive payment of a share dividend or distribution, or allotment of a right or for any other action, a record date which shall not be more than sixty days before the payment of the dividend or distribution, or allotment of right or other action.

7. **REGULATIONS.** The Board of Directors shall have power and authority to make such rules and regulations as the Board shall deem expedient regulating the issue, transfer and registration of certificates for shares of stock of this Corporation.

8. **COMMON STOCK.** Except as otherwise expressly provided in the Articles of Incorporation, each share of common stock of the Corporation shall be entitled to equal, proportionate, and identical dividends and distributions (both annual and liquidating) from the Corporation, notwithstanding anything to the contrary which may be contained herein or in any agreement or document to which the Corporation or any shareholder is a party.

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ARTICLE VI.
INDEMNIFICATION

1. **DIRECTORS, OFFICERS AND AGENTS: ACTING IN GOOD FAITH.** Except as otherwise provided in the Articles of Incorporation and subject to all of the other provisions of this Article, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Corporation, by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by them in connection with the action, suit or proceeding, if the person acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Corporation or its shareholders, and regarding a criminal action or proceeding, if the person had no reasonable cause to believe their conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nob contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the Corporation or its shareholders, and regarding a criminal action or proceeding, had reasonable cause to believe that their conduct was unlawful.

2. **DIRECTORS, OFFICERS AND AGENTS: BASED ON COURT ORDER** Except as otherwise provided in the Articles of Incorporation and subject to all of the provisions of this Article, the Corporation shall indemnify any person who was or is a party to or is threatened to be made a party to a threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor or by reason of the fact that they are or were a director, officer, employee or agent of the Corporation, or are or were serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses, including attorneys' fees, and amounts paid in settlement actually and reasonably incurred by them in connection with the action or suit, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Corporation or its shareholders. Indemnification, however, shall not be made for a claim, issue, or matter in which the person has been found liable to the Corporation except to the extent that the director, officer, employee or agent of the Corporation who is a party or threatened to be made a party to an action, suit or proceeding or to another court of competent jurisdiction and on receipt of an application, the court, after giving any notice it considers necessary orders indemnification based on its determination that the person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not they met the applicable standard of conduct set forth in Section I and this Section or was adjudged liable as described in this Section, but if they were adjudged liable, their indemnification is limited to reasonable expenses incurred.

3. **ACTUAL AND REASONABLE EXPENSES TO ENFORCE MANDATORY INDEMNIFICATION.** To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of an action, suit, or proceeding referred to in Sections 1 or 2, or in defense of any claim, issue, or matter in the action, suit, or proceeding, he or she shall be indemnified against actual and reasonable expenses, including attorneys' fees, incurred by them in connection with the action, suit, or proceeding and an action, suit or proceeding brought to enforce the mandatory indemnification provided herein.
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4. **DETERMINATION AND EVALUATION OF PAYMENTS.** Any indemnification under Sections 1 or 2, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because they have met the applicable standard of conduct set forth in Section 1 or 2 and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made in any of the following ways:

- A. By a majority vote of a quorum of the Board consisting of directors who are not parties or threatened to be made parties to the action, suit, or proceeding.
- B. If a quorum cannot be obtained under subsection A, by majority vote of a committee duly designated by the Board and consisting solely of two or more directors not at the time parties or threatened to be made parties to the action, suit, or proceeding.
- C. By independent legal counsel in a written opinion, which counsel shall be selected in one of the following ways:
 1. By the Board or its committee in the manner prescribed in subsection A or B.
 2. If a quorum of the Board cannot be obtained under subsection A and a committee cannot be designated under subsection B, by the Board.
- D. By all independent directors who are not parties or threatened to be made parties to the action, suit, or proceeding.

- E. By the shareholders, but shares held by directors, officers, employees, or agents who are parties or threatened to be made parties to the action, suit, or proceeding may not be voted.

In the designation of a committee under subsection B or in the selection of independent legal counsel under subsection C(2), all directors may participate.

If a person is entitled to indemnification under Sections 1 or 2 of these Bylaws for a portion of expenses, including reasonable attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the Corporation may indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

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5. **DISCRETIONARY REIMBURSEMENTS.** The Corporation may pay or reimburse the reasonable expenses incurred by a director, officer, employee, or agent who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply:

A. The person furnishes the Corporation a written affirmation of their good faith belief that they have met the applicable standard of conduct set forth in Sections I and 2.

B. The person furnishes the Corporation a written undertaking, executed personally or on their behalf, to repay the advance if it is ultimately determined that they did not meet the standard of conduct. The undertaking required by this subsection must be an unlimited general obligation of the person but need not be secured.

C. A determination is made that the facts then known to those making the determination would not preclude indemnification under the Michigan Business Corporation Act.

Determinations of payments under this section shall be made in the manner specified in Section 4.

6. **INSURANCE.** The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against them and incurred by them in any such capacity or arising out of his or her status as such, whether or not the Corporation would have power to indemnify them against such liability under this Article.

7. **NON-EXCLUSIVITY OF RIGHTS.** The indemnification or advancement of expenses provided under this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Incorporation, Bylaws, or a contractual agreement.

8. **LIMITATIONS ON INDEMNIFICATION.** The total amount of expenses advanced or indemnified from all sources shall not exceed the actual amount of expenses incurred by the person seeking indemnification or advancement of expenses.

9. **CONTINUATION OF INDEMNIFICATION.** The indemnification provided for in this Article continues as to a person who ceases to be a director, officer, employee or agent and shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

10. **CORPORATION.** For the purposes of this Article, references to the corporation shall include all constituent corporations absorbed in a consolidation or merger and the resulting or surviving corporation, so that a person who is or was a director, officer, employee or agent of the constituent corporation or is or was serving at the request of the constituent corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, shall stand in the

same position under the provisions of this Article regarding the resulting corporation as the person would if they had served the resulting or surviving corporation in the same capacity.

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11. **OTHER DEFINITIONS.** For the purpose of this Article, “other enterprises” shall include employee benefit plans; “fines” shall include any excise taxes assessed on a person pertaining to an employee benefit plan; and “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by the director, officer, employee, or agent with respect to an employee benefit plan, its participants or its beneficiaries; and a person who acted in good faith and in a manner they reasonably believed to be in the interest of the participants and beneficiaries of any employee benefit plan shall be considered to have acted in a manner “not opposed to the best interests of the Corporation or its shareholder or members” as referred to in Article VI, Sections 1 and 2.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

1. **CORPORATION BOOKS AND RECORDS.** The Corporation shall keep books and records of account and minutes of the proceedings of its shareholders, board and executive committee, if any. These books, records, and minutes may be kept outside of Michigan. The Corporation shall keep at its Registered Office or office of its transfer agent the records containing the names and addresses of all shareholders, the number, class and series of shares held by each, and the dates when each became a shareholder of record.

2. **CHECKS.** All checks, drafts, orders for the payment of money, notes or evidences of indebtedness issued in the name of the Corporation shall be signed by such officer, officers, agent or agents of the Corporation, and in such manner, as shall be determined by action of the Board of Directors.

3. **FISCAL YEAR.** The fiscal year of the Corporation shall end on July 31st of each year.

4. **SEAL.** The Board of Directors may, in their discretion, obtain a corporate seal for this Corporation which shall be an impression upon paper or wax of a circular device, within which shall be the words “Corporate Seal” surrounded by the name of the Corporation and the state of incorporation within containing circumferential lines. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed or reproduced.

5. **DIVIDENDS.** Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting pursuant to law. Dividends may be paid in cash, in property or in shares of capital stock.

6. **VOTING STOCK IN OTHER CORPORATIONS.** Unless otherwise voted by the Board of Directors, the Chief Executive Officer shall have full power and authority, on behalf of this Corporation, to attend, to act and to vote at any meetings of stockholders of any corporation in which this Corporation may hold stock, and at any such meeting, shall possess and may exercise any and all rights and powers incident to the ownership of such stock and which, as the owner thereof, the Corporation might have possessed and exercised if present. The Board of Directors, by resolution, may confer like powers upon any other person or persons.

7. **AMENDMENT OF BYLAWS.** These Bylaws may be amended, altered, changed, added to or repealed by the affirmative vote of a majority of shares entitled to vote at any regular or special meeting of the stockholders if notice of the proposed amendment, alteration, change, addition or repeal be contained in the notice of the meeting, or by the affirmative vote of a majority of the Board of Directors at a regular or special meeting of the Board; provided that, any Bylaws made by the affirmative vote of a majority of the Board of Directors as provided herein may be amended, altered changed, added to or repealed by the affirmative vote of a majority of the shares entitled to vote at any regular or special meeting of the stockholders.

Bylaws

AMENDED ARTICLES OF INCORPORATIO

OF

HALBERD CORPORATION (20201285635)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, pursuant to the provisions and by virtue of the laws of the State of Colorado Business Corporation Act Section 17-102-101 and Section 7-102-102 and all other acts amendatory thereof and supplemental thereto, and for that purpose does hereby make, subscribe, acknowledge, certify, and set forth as follows:

FIRST: The name of the corporation shall be: "Halberd Corporation".

SECOND: The resident agent is Raul Rodriguez, Rodriguez and Associates, 1011 Pennsylvania St. Unit B, Denver Colorado 80203, but the corporation may maintain offices, agencies, and places of business in any other state or military district in the United States and in foreign countries without restriction as to place, and the corporation may keep such books, papers, and records of the corporation as are not required by law to be kept within the State of Colorado, and as the directors may find convenient in such offices, agencies, and places of business.

THIRD: The nature of the business to be transacted and the object and purposes to be promoted and carried on by the corporation shall be to engage in any and all lawful activities.

FOURTH: The amount of the authorized capital stock of the corporation is 800,000,000 shares of common stock and 25,000,000 shares of preferred stock, with the designations, including par value and voting rights and set forth below in Articles FIFTH and SIXTH.

FIFTH: The shares of common stock which this corporation shall have authority to issue shall each have one vote and shall have a par value of \$0.0001 per share.

SIXTH: The shares of preferred stock the corporation shall have authority to issue shall have a par value of \$0.0001 per share, with designations for 25,000,000 shares of Series A Preferred. There are no other designations for any shares of Preferred Series. The holder of a share of the Series A Preferred shall be entitled to receive, when and as declared by the Board, out of funds legally available for the payment of dividends, dividends (if any) at the rates fixed by the Board for such series before any cash dividends shall be declared and paid or set apart for payment, on the Common Stock with respect to the same dividend period. The holders of shares of the Preferred Stock of each series shall be entitled, upon liquidation or dissolution or upon the distribution of the assets of the Corporation, to such preferences as provided in the resolution or resolutions creating such series of Preferred Stock, and no more, before any distribution of the assets of the Corporation shall be made to the holders of shares of the Common Stock. Whenever the holders of shares of the Preferred Stock shall have been paid the full amounts to which they shall be entitled, the holders of shares of the Common Stock shall be entitled to share ratably in all remaining assets of the Corporation. Each share of Preferred A Stock is entitled to a number of votes equal to the product of .000001 times the number of shares of common outstanding.

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SEVENTH: Authorized stock may be issued from time to time without action by the stockholders for such consideration as may be fixed from time to time by the board of directors, and shares so issued, the consideration for which have been paid or delivered, shall be deemed fully paid stock and the holder of such shares shall not be liable for any further payment thereon.

The capital stock of this corporation, after the amount of the subscription price or par value has been paid in, shall not be subject to assessment to pay any debts of the corporation and no paid up stock and no stock issued as fully paid shall ever be assessable or assessed and the Articles of Incorporation shall not be amended in this particular.

The Corporation shall not issue any convertible promissory notes, convertible preferred stock or other convertible instruments. The Corporation shall be able to issue warrants or options.

EIGHTH: The name and address of the authorized person signing these Articles of Incorporation is as follows:

NAME	ADDRESS
William A. Hartman	PO Box 25 Jackson Center, PA 16133

NINTH: The corporation is to have perpetual existence.

TENTH: A director or officer of the corporation shall not be liable to the corporation or its shareholders for damages for breach of fiduciary duty as a director or officer except for liability that, by express provision of the Colorado Business Corporation Act, as amended and in effect in Colorado having similar import and effect, cannot be eliminated.

ELEVENTH: Both stockholders and directors shall have power, if the bylaws so provide, to hold their meetings, and to have one or more offices within or without the State of Colorado, and to keep the books of the corporation (subject to the requirements of the Colorado Business Corporation Act) outside of the state of Colorado at such places as may from time-to-time be designated by the board of directors.

TWELFTH: In furtherance, and not in limitation of the power conferred by statute, the board of directors is expressly authorized:

Unless otherwise provided for herein, by corporate law or the bylaws, if any, adopted by the stockholders, with or without shareholder approval or shareholder vote, and with or without advance notice to the shareholders, make, alter, amend or amend the articles of incorporation or the bylaws of the corporation, including (a) changing the number of authorized shares; (b) initiating a forward or a reverse split, provided that the majority of each class or series of stock affected by such forward or reverse split entitled to vote, votes in favor of such action, (c) changing the par value of any class or series of stock (d) merger or (e) share exchange;

To fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed mortgages and liens upon the real and personal property of this corporation;

From time-to-time, to determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of this corporation (other than the original or duplicates stock ledger), or any of them, shall be open to inspection of stockholders, and no stockholder shall have any right of inspection any account, book or document of this corporation except as conferred by statute, unless authorized by a resolution of the stockholders or directors;

To indemnify any person who was or is a party or is threatened to be made a party to any pending or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, except and action by or in the right of the corporation, by reason of the fact the he is or was an officer, director, employee, or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with

the action, suit or proceeding if he acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. To indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation (derivative actions) to procure a judgment in its favor by reason of the fact the he is or was an officer, director, employee or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably believed to be in or not opposed to the best interest of the corporation. No officer, director, employee or agent of the corporation may be indemnified in a derivative action for any claim, issue or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to the corporation or for the amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses as the court deems proper;

Determination that indemnification of an officer or director is improper must be made by the shareholders and by majority vote of a quorum of directors who were not parties to the act, suit or proceeding;

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This corporation may, in its bylaws, confer powers upon its directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by statute.

IN WITNESS WHEREOF, I, William A. Hartman, authorized and empowered to act on behalf of Halberd Corporation, subscribes to this document and does hereby affirm, under penalty of perjury, that the statements contained herein have been examined by me and are true and correct as of July 9, 2020.

/s/ William A. Hartman

By: William A. Hartman

Its: President and CEO

PO Box 25 Jackson Center, PA 16133

Telephone: (814) 786-8849

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INDUSTRY SPONSORED RESEARCH AGREEMENT
FIXED PRICE

ASU Reference No. FP00026198
Sponsor Reference No.

This Sponsored Research Agreement (“Agreement”) is made and entered into by and between:

The Arizona Board of Regents for and on behalf of Arizona State University (“ASU”), an institution of higher learning established by the laws of the State of Arizona, having a place of business at 660 S. Mill Ave., Tempe, AZ 85281, and Halberd Corporation, a publicly traded company, having a place of business at P.O. Box 25, Jackson Center, PA 16133 (“Sponsor”).

Sponsor desires to fund research to be performed by ASU, as described in the scope of work attached hereto and incorporated herein as Exhibit A (the “Project”), and ASU desires to conduct such research, the Project contemplated by this Agreement is of mutual interest to Sponsor and ASU and furthers the educational, scholarship and research objectives of ASU as a nonprofit, tax-exempt, educational institution, and may benefit both Sponsor and ASU through the creation or discovery of new inventions.

Therefore, in reliance on the commitments and obligations set forth herein, and with the intention of being legally bound hereby, the parties agree as follows:

Effective Date. This Agreement will be effective as of the date of the last signature below.

Scope of Work. ASU will use all reasonable efforts to perform the services and deliver any reports or other items specified in Exhibit A.

Key Personnel. ASU will provide Dr. Qiang Chen, as Principal Investigator (“PI”) for work contemplated and performed under this Agreement.

Period of Performance. This Agreement will begin on 1 September 2020 and will terminate on 30 November 2022. This Agreement may be modified or extended at any time by mutual written consent of both parties.

Compensation. Compensation will be on a fixed-price basis. Sponsor will pay ASU in an amount not to exceed \$1,371,782 for ASU’s services hereunder. Sponsor will remit not less than \$21,782 upon execution by both parties of this Agreement, which ASU may hold as a reserve. The balance of the contract price due under this Agreement will be paid according to the following schedule:

Payment Schedule

<i>Date Due:</i>	<i>Description of Deliverable:</i>	<i>Amount Due:</i>
Upon Execution of Agreement	Fully Executed Agreement	\$21,782
30th of each month	Monthly Payment (27 in Total)	\$50,000

Sponsor acknowledges and agrees that ASU is not obligated to commence work until ASU has received the initial payment in the amount of \$21,782. Invoices are due and payable within 30 days.

ASU reserves the right to subject invoices not paid within thirty (30) days of the invoice date to a 1% per month late fee on the unpaid balance for any amounts not in dispute. ASU reserves the right to discontinue the services if Sponsor fails to make payments within 30 days of receipt of invoice.

In the event of non payment, ASU may terminate all further work on the Project and seek full payment from the Sponsor for all work performed and all expenses incurred including allocable costs, pursuant to the termination clause of this Agreement including the collection of payment.

If it becomes necessary for ASU to commence collection proceedings or retain an attorney to enforce any of the terms of this Agreement, the Sponsor will pay the attorneys' fees and the costs of collection incurred by ASU.

Questions regarding payment should be directed to cashmanagement@asu.edu. Invoices will be mailed to the Sponsor Financial Contact at the following address:

Halberd Corporation
Attention: Heidi Carl
Address: P.O. Box 25
Phone: 814-786-8849
Email: HeidiCarl11@aol.com

Publications. Sponsor recognizes that under ASU policy the results of work performed under this Agreement must be publishable and agrees that ASU and its employees and students engaged in work under this Agreement will be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this Agreement. Upon written request by Sponsor, copies of proposed manuscripts will be furnished to Sponsor for review prior to publication. In no event will ASU delay publication for more than thirty (30) days from date of submittal of manuscript for Sponsor review.

Consistent with its disclosure obligations as a public company, Sponsor will be permitted, to identify ASU as the research organization. Sponsor will allow ASU the opportunity for a one business day review of/revision to content of such press releases prior to distribution. Sponsor's press releases will not specifically identify by name any ASU investigators/researchers without the express written permission from ASU.

Notices. All notices under this Agreement given by either party to the other will be in writing and will be sent by U.S. Postal Service, first class, facsimile or e-mail. Addresses are as follows:

For ASU: Office for Research & Sponsored Projects Administration
Arizona State University
P.O. Box 876011

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Tempe, Arizona 85287-6011
[e-mail: asu.awards@asu.edu](mailto:asu.awards@asu.edu)

With copy to:
Office of Industry Research & Collaborations
Arizona State University, SkySong – Suite 200
1475 N. Scottsdale Road
Scottsdale, Arizona 85257-3538
Fax: (480) 884-1984

For Sponsor: Halberd Corporation
William A. Hartman
P.O. Box 25, Jackson Center, PA 16133
814-786-8849
WillialAHartman@aol.com

With copy to:
[Insert Additional Sponsor Contact Information if Applicable]

Confidentiality. The parties may, at their discretion, and in connection with work contemplated or performed under this Agreement, disclose their respective proprietary or confidential information (“Confidential Information”) to each other. To be protected hereunder, Confidential Information must be marked confidential if disclosed in written or other tangible form. If Confidential Information is disclosed orally or visually, Confidential Information must be identified as confidential at the time of disclosure and reduced to writing, marked confidential, and transmitted to the receiving party within thirty (30) days of the initial disclosure.

Nothing in this Agreement will be construed to convey to either party any right, title or interest in any Confidential Information provided by the other party or any right, title or interest in any intellectual property of the parties, including but not limited to, processes, copyrights or patents. No license to the receiving party under any trademark, patent or copyright is either granted or implied by the conveying of Confidential Information to the receiving party.

The receiving party will not use, or disclose to any third party, Confidential Information of the disclosing party in any manner except for the purposes of this Agreement, and will require that its employees and agents (in the case of ASU, including employees of SkySong Innovations (“SI”)) who have access to such information maintain the same in strict confidence subject to the same restrictions. By way of example, but not limitation, the receiving party will not use Confidential Information of the disclosing party in connection with any patent application, for any commercial purpose, or for the benefit of any third party.

The parties will use reasonable efforts to prevent the disclosure to unauthorized third parties of any Confidential Information of the other party and will use such information only for the purposes of this Agreement. The receiving party’s obligations with respect to Confidential Information will survive for three (3) years after the termination of this Agreement; provided that the receiving party’s obligations hereunder will not apply if the receiving party can show, with convincing written evidence, that the Confidential Information of the disclosing party received under this Agreement:

- a) was already known to the receiving party prior to the time of first disclosure; or
- b) at the time of disclosure is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by the receiving party; or
- c) is received in good faith, without any obligation of confidentiality from a third party having a legal right to disclose the same; or
- d) is independently developed by the receiving party by individuals without access to such information; or
- e) is required to be disclosed by the receiving party pursuant to a legally enforceable order, law, subpoena, or other regulation (“Order”), provided, however, that the receiving party promptly notifies the disclosing party in advance of such disclosure and discloses only that Information necessary to comply with said Order.

ASU retains the right to refuse acceptance of any Confidential Information that is not required for the purposes of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, ASU is a public institution, and as such is subject to A.R.S. §§ 39-121 through 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.

Export Control.

Sponsor agrees to give ASU express advance written notice prior to providing ASU any export controlled information, technology, software, equipment or know-how so ASU can take the appropriate measures. All export controlled information, technology, software, equipment or know-how furnished by the Sponsor shall be appropriately marked as “export controlled”. Sponsor agrees to furnish ASU only export controlled information that

ASU needs to complete its work under this Agreement. ASU shall have the right to refuse acceptance of export controlled information.

Intellectual Property.

General. Subject to any obligations to the United States Government pursuant to the provisions of 35 U.S.C. sections 200-212 and applicable regulations of Chapter 37 of the Code of Federal Regulations:

- f) Intellectual Property resulting from the performance of the Project and created solely by legal inventors or authors who are ASU employees will be owned by ASU (“ASU IP”) and managed through SI.
- g) Intellectual Property resulting from the performance of the Project and created solely by legal inventors or authors who are Sponsor’s employees will be owned by Sponsor (“Sponsor IP”).

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- c) Intellectual Property resulting from the performance of the Project and created jointly by legal inventors who are ASU’s employees and Sponsor’s employees will be owned jointly by ASU, managed by SI, and Sponsor (“Joint IP”).
- a) ASU and Sponsor shall retain ownership of all intellectual property and materials owned by each of them prior to the Effective Date.
- d) “Intellectual Property” means any inventions, discoveries, concepts, methods, processes, data, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, or mask works, whether or not patentable, copyrightable or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.

Patent Applications. Patent applications will be filed by SI on behalf of ASU on ASU IP and Joint IP. Sponsor may, at any time, request SI to file a patent application on ASU IP or Joint IP.

- a) If such a request is made, Sponsor agrees to reimburse SI for all patent costs plus a 15% patent administration charge. In addition, Sponsor has the right to review all filings and office actions related to the patent applications, provided, however, that in an emergency when immediate action is needed to protect ASU IP or Joint IP, documents may be filed prior to review by the Sponsor and in such event, telephone or facsimile notice shall be given promptly by SI or SI’s counsel of such action. SI will use reasonable efforts to avoid emergency situations in cases where they have control over the timing of steps involved in protecting ASU IP or Joint IP.

Option. In consideration of Sponsor’s support of this Project and to the extent that SI has a right to grant such license, Sponsor shall be entitled to an option to negotiate a royalty-bearing license to ASU IP and/or ASU’s interest in Joint IP, so long as Sponsor agrees to reimburse SI for all patent costs plus a 15% patent administration charge during the term of the option. Failure to reimburse SI’s patent costs plus a 15% patent administration charge will result in termination of the option.

- b) Sponsor must exercise the option in writing to SI within thirty (30) days of SI’s notification to Sponsor of any invention/discovery or within thirty (30) days of the termination of the Project, whichever occurs sooner.
- c) A license must be negotiated in good faith within three (3) months of Sponsor’s written notification that it wishes to exercise the option. Said license shall contain reasonable terms that are standard in the industry for the ASU IP and/or ASU’s interest in Joint IP, shall require diligent performance by Sponsor for the timely commercial development and marketing of such ASU IP and/or ASU’s interest in Joint IP, and shall include Sponsor’s obligation to reimburse SI’s patent costs plus a 15% patent administration charge for all inventions subject to the license.

Disclosure. Sponsor shall retain all invention disclosures submitted by ASU or SI in confidence and use its best efforts to prevent disclosure to third parties. Sponsor shall be relieved of this obligation only when this information becomes publicly available through no fault of Sponsor.

Entire Agreement; Amendments; Counterparts. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof, and supersedes any other agreement or understanding between the parties. No amendment or modification to this Agreement will be valid or binding upon the parties unless made in writing and signed by each party. This Agreement may be executed in counterparts, each of which will be deemed an original. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement will remain in full force and effect and will be binding upon the parties. Facsimile transmitted and imaged copy signatures will be fully binding and effective for all purposes.

Waivers. No waiver of this Agreement will be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party will not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

Assignment. Neither party may assign any rights hereunder without the express, written, prior consent of both parties.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona. In addition, ASU's obligations hereunder are subject to the laws of the State of Arizona and the policies of the Arizona Board of Regents.

Cancellation for Nonappropriations. In accordance with A.R.S. § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance or reduces ASU's appropriation during the fiscal year, then ASU may provide written notice of this to Sponsor and reduce the scope of this Agreement or cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

Conflict of Interest. In accordance with A.R.S. § 38-511, ASU may cancel this Agreement within three years after the execution of this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of ASU, at any time while this Agreement or any extension thereof is in effect, becomes an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

Independent Contractor. ASU is an independent contractor and will be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. ASU employees will not be considered employees of Sponsor, and neither ASU nor Sponsor personnel will, by virtue of this Agreement, be entitled or eligible, to participate in any benefits or privileges given or extended by the other party to its employees.

Termination. Either party may at any time terminate this Agreement by giving the other party not less than thirty (30) days prior written notice. In the event this Agreement is canceled by Sponsor, Sponsor will remain responsible for payment to ASU for all work performed through the date of termination and for reimbursement to ASU of all non-cancelable commitments incurred in the conduct of the research. Non-cancelable commitments will include employment commitments to ASU personnel through the end of the semester following any such termination

by Sponsor. In the event ASU terminates this Agreement any unused funds from the advance will be returned.

Force Majeure.

With the exception of a party's payment obligations, no liability shall result from the delay in performance or nonperformance caused by force majeure or circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, substantial snowstorm or other weather condition, war, terrorism, embargo, any United States or foreign government regulation, direction or request, accident, disease, pandemic or epidemic, strike or other labor dispute or labor trouble, civil unrest, or any failure or delay of any transportation, power, equipment or communications system, other emergencies that disrupt a party's operations, or any other or similar cause beyond that party's reasonable control.

The party which is so prevented from performing shall give prompt notice to the other party of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. This Agreement may be terminated by either party by written notice upon the occurrence of such event of force majeure which results in a delay of performance hereunder exceeding thirty (30) days.

Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto will use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. The Parties acknowledge that disputes arising from this Agreement may be subject to non-binding arbitration in accordance with applicable state law and court rules.

Insurance. ASU maintains general liability insurance and worker's compensation coverage as required by state law and pertinent federal laws and regulations under the State of Arizona Risk Management Plan.

Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Advertising, Publicity, Names And Marks. Sponsor will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement, except for documents used for internal consumption by

Sponsor; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.

** * * Signature Page to Follow * * **

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

By: 

Name: Kristy Macdonald

Title: Assistant Director

Date: August 27, 2020

By: 

Name: William A. Hartman

Title: Chairman, President & CEO

Date: August 23, 2020

INDUSTRY SPONSORED RESEARCH AGREEMENT
FIXED PRICE

Exhibit A: Scope of Work

University Project Description

Possible project(s) with the University Partner. The specific project could be delineated after a series of meetings and discussions. All of these projects are based upon the Marv IP-two granted patents and three provisional patent applications.

The University project for a rapid test to identify Covid-19 infection, from a sample such as saliva, mucus, blood and CSF will be based upon the following two IP applications: Method for Treating and Curing Covid-19 Infection , and Method for the Rapid Identification of Covid-19 Infection.

The prerequisites for the project would be:

1. The Principle Investigator agrees with the viability of the project
2. A patent attorney agrees with the potentiality for obtaining patentability of the developed IP
3. A Ph.D. in pharmacology agrees with the viability of any therapeutic modality

The targeted antigen(s)/TA(s) of Covid-19 which will be the focus of the project : Covid-19 spike glycoprotein, Covid-19 M-Protein, Covid-19 Hemagglutinin-esterase dimer, Covid-19 Envelope, Covid-19 E-Protein, Covid-19 N-Protein, nsp (non-structural protein) 12 RNA-dependent RNA polymerase (nsp 12), nsp (non-structural protein) 7, nsp 8, nsp 14, nsp 12-nsp 7-nsp 8 complex, nsp7-nsp8 complex, nsp10-nsp14 complex, and nsp10-nsp16 complex.

There will be a focus on one or more of the following Projects, possibly in combination, in order to achieve a successful methodology for identifying a positive Covid-19 sample, with a high degree of certainty, and as rapidly as possible:

4. Creation of a unique Covid-19 fluorescent antibody which contains an albumin moiety and targets the rapid identification of the Covid-19 target antigens
5. The investigation of a method using dialysis, or a variant of dialysis, to remove the fluorescent antibody-antigen complex, for the rapid identification of a Covid-19 sample

6. The investigation of a method utilizing a designer fluorescent antibody with an attached macromolecular moiety. The macromolecular moiety, attached to the antibody, would be 1.000 mm to 0.00001 mm in diameter. The antibody-macromolecular moiety-targeted antigen complex would then be blocked for analysis, by using a series of microscreens which contain openings with a diameter 50.00000% to 99.99999% less than the diameter of the designer antibody-macromolecular moiety.

4. The investigation of a methodology comprising the removal of the targeted antigen(s)/TA(s) by using a designer fluorescent antibody containing an iron (Fe) moiety. This will then create an Fe-fluorescent Antibody-Antigen (Covid-19/virion) complex. This iron containing complex would then be efficaciously removed using a strong, localized magnetic force field, which could easily be identified as positive.
7. The investigation of a variant of gel filtration chromatography, which would be utilized for the rapid identification of Covid-19. The fluorescent antibody-target antigen would be used to transport the sample through a size exclusion column that would be used to separate the fluorescent antibody-target antigen by size and molecular weight.
8. The investigation of a methodology which would utilize a molecular weight cut-off filtration. Molecular weight cut-off filtration refers to the molecular weight at which at least 80% of the target antigen(s)/TA(s) is prohibited from membrane diffusion.
9. There would be the investigation of a removal methodology for the fluorescent antibody-target antigen(s). The removal methodology would be selected from a group comprising a mechanical filter, a chemical filter, a dialysis machine, a molecular filter, molecular adsorbent recirculating system (MARS), a plasmapheresis unit, or combinations thereof.

At the conclusion of each project, ASU and Sponsor will meet to review results and mutually agree on next step/phase/project direction, or termination of future projects.

Molecular adsorbents recirculating system (MARS), may be compatible and/or synergistic with dialysis equipment. MARS technology may be used to remove small to average sized molecules from the sample. The removal methodology will be any device capable of removing the fluorescent antibody-antigen complex for analysis.

Additional embodiments to be considered in this methodology would include continuous renal replacement therapy (CRRT) which can remove filterable molecules from the sample. CRRT would be particularly useful for molecular compounds that are not strongly bound to plasma proteins. Categories of CRRT include continuous arteriovenous hemofiltration, continuous venovenous hemofiltration, continuous arteriovenous hemodiafiltration, slow continuous filtration, continuous arteriovenous high-flux hemodialysis, and continuous venovenous high flux hemodialysis. The removal module is selected from a group comprising a mechanical filter, a chemical filter, a dialysis machine, a molecular filter, molecular adsorbent recirculating system (MARS), a plasmapheresis unit, or combinations thereof.

I. Antibodies for targeted antigens:

- a) Spike (S) protein, N protein.

- b) Other antigens: E, M, NSPs need longer time to develop as it takes more times to produce and purify these antigens

II. Projects in Dr. Hartman's Project Scope that are feasible at ASU are listed below. If specific supports are needed to accomplish a project, they are described after that project.

Projects

10. #1

11. #3: need a detailed method to attached the macromolecular moiety to the designer fluorescent antibody

12. #4: need a detailed method to attached the iron moiety to the designer fluorescent antibody

13. #5

14. #6

Project #2 and #7 are not feasible at ASU, as we do not have the equipment or expertise in using the dialysis machine.

III. Project stage and timeline:

1. Generate antigens: 1 or 4 months

- a) 1 month (if only S and N)
- b) or 4 months (if E, M and one NSP antigen)

2. generate mAbs from antigens: 6 months

- c) hybridoma generation
- d) hybridoma screen
- e) sequence hybridoma
- f) recombinant mAb expression
- g) recombinant mAb purification

3. in vitro mAb characterization: 2 months

4. create an fluorescent antibody with an albumin moiety: 3 months

- h) molecular construction: 1 month
- i) expression and purification: 1 month
- j) characterize the fluorescent antibody: 1 month

5. project 3: 3 months

6. project 4: 3 months

7. Project 5: 3 months

8. Project 6: 3 months

Projects in 5-8 can be done sequentially by the current personnel or in parallel if more scientists are hired.

IV. Personnel: Dr. Shawn Chen, Dr. Adrian Esqueda, Collin Jugler, Dr. Haiyan Sun,

V. Budget: \$29K direct cost (Personnel, Material and supplies, Animal charge, Service) + \$21K indirect cost = \$50 K per month

MASTER AGREEMENT

NO. 020821

THIS MASTER AGREEMENT (“Agreement”) is made and entered into by and between Halberd Corporation, a publicly traded company, having a place of business at P.O. Box 25, Jackson Center, PA 16133 (“Sponsor”), and the Greenbio AZ Inc (GREENBIO), an affiliate of Arizona State University (ASU), whose principal location is Chandler, Arizona.

This Master Agreement specifies the mutual understanding of the parties with regards to Sponsor engaging GREENBIO to perform research projects within the General Scope of Work set forth in Exhibit A hereto. Individual research projects (“IRP”), (e.g. IRP020821-1 in Exhibit B), shall be authorized via separate Scopes of Work issued by the Sponsor to GREENBIO under this Agreement. The terms and conditions of each IRP issued under this Agreement shall be agreed upon by the parties. This Master Agreement is in addition to, supplemental to, and to be worked under the auspices of, and in coordination with, the August 27, 2020 Sponsored Research Agreement between the Sponsor and Arizona State University, ASU Reference No. FP00026198 (the “ASU Agreement”). Nothing in this Agreement is in conflict with, or otherwise violative of, the ASU Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. SCOPE OF WORK. GREENBIO shall use all reasonable efforts to perform the research and deliver any reports or other items specified in each IRP issued under this Agreement. The research will be performed at the facilities of and under the auspices of, and with full disclosure to, ASU.

ARTICLE II. PRINCIPAL INVESTIGATOR. GREENBIO shall identify for each IRP a Principal Investigator for that specific project. That Principal Investigator shall work in coordination with Dr. Qiang “Shawn” Chen, Ph.D. and his efforts pursuant to the ASU Agreement.

ARTICLE III. AGREEMENT TERM. This Agreement shall be effective on the date of the last signature hereto, and terminate on June 30, 2021. Any IRP issued under this Agreement during the term shall be effective for the period set forth in the IRP even if said period extends beyond the term of this Agreement. This Agreement term may be modified or extended at any time by mutual written consent of both parties.

ARTICLE IV. SPECIAL PROVISIONS.

1. Compensation. Compensation for each IRP issued by Sponsor to GREENBIO hereunder shall be on a fixed price basis and specified in each IRP. Sponsor shall remit one hundred percent (100%) of the total IRP amount upon agreement by both parties on each IRP.

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GREENBIO reserves the right to discontinue the Services under an IRP if Sponsor fails to make payments within ten (10) days of the starting date of an IRP .

In the event of non-payment, GREENBIO may terminate all further work on an IRP and seek full payment from the Sponsor for all work performed and all expenses incurred including allocable costs, pursuant to the termination clause of this agreement including the collection of payment.

Should it become necessary for GREENBIO to commence collection proceedings or retain an attorney to enforce any of the terms of this Agreement, the Sponsor shall pay attorneys’ fees and the costs of collection incurred by GREENBIO.

Please send checks or paper remittance advices to:

GreenBio AZ INC
123 Drummond Farms Ln
Newark, DE 19711

Wire transfers should be
sent to:

Account #:
ACH (Within USA only) Routing #:
Swift Code:
Bank Name:
Acct Name:

Questions should be directed to the person issuing the invoice or to
greenbioaz.acctg@gmail.com

2. Publications. Sponsor recognizes that under GREENBIO policy the results of work performed under this Agreement must be publishable and agrees that GREENBIO and its employees engaged in work under this Agreement shall be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this Agreement. Upon written request by Sponsor, copies of proposed manuscripts will be furnished to Sponsor for review prior to publication. Sponsor reserves the right to request removal of any material that includes Confidential Information of Sponsor. In no event will GREENBIO delay publication for more than thirty (30) days from date of submittal of manuscript for Sponsor review.

3. Notices. All official notices, by either party, required or permitted under this Agreement will be in writing and will be given by personal delivery against receipt (including private courier such as FedEx), email with "Read Receipt" or certified U.S. Mail, return receipt requested. All notices will be sent to the addresses below or such other addresses as the parties may specify in the same manner. Notices will be deemed to have been given and received on the date of actual receipt or on the date receipt was refused. Courtesy email copy of any notice is requested to be sent to the PI. Addresses are as follows:

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GreenBio AZ INC
123 Drummond Farms Ln
P.O. Box 876011
Newark DE 19711
greenbioaz.acctg@gmail.com
(302) 763-2646

For Sponsor:
William A. Hartman
Halberd Corporation
P.O. Box 25
Jackson Center, PA 16133
WillialAHartman@aol.com
(814)-786-8849

cc: PI email address: Shawn.q.chen@gmail.com

4. Intellectual Property.

- a) a) Intellectual Property resulting from the performance of IRPs under this Agreement and created solely by legal inventors or authors who are GREENBIO employees will be owned by GREENBIO ("GREENBIO IP"), the financial benefits for which shall accrue to the Sponsor but subject to a 5% royalty to GREENBIO or its designees, as in the case of the ASU Master Agreement. Intellectual Property resulting from the performance of IRPs under this Agreement and created solely by legal inventors or authors who are Sponsor's employees will be owned by Sponsor ("Sponsor IP"), but subject to a 5% royalty to GREENBIO or its designees, as in the case of the ASU Master Agreement.

- b) Intellectual Property resulting from the performance of IRPs under this Agreement and created jointly by legal inventors who are GREENBIO's employees and Sponsor's employees will be owned jointly by GREENBIO, and Sponsor ("Joint IP").
 - d) GREENBIO and Sponsor shall retain ownership of all intellectual property and materials owned by each of them prior to the date hereof.
 - e) "Intellectual Property" shall mean any inventions, discoveries, concepts, methods, processes, data, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, or mask works, whether or not patentable, copyrightable or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.
- 2) **PATENT APPLICATIONS.** Patent applications will be filed by GREENBIO on GREENBIO IP and Joint IP. Sponsor may, at any time, request to file a patent application on GREENBIO IP or Joint IP. In either case, the parties shall jointly participate in that process.

- 3) **OPTION.** In consideration of Sponsor's support of this Project, Sponsor shall be entitled to an option to negotiate a royalty-bearing license of 5% to GREENBIO IP and/or GREENBIO's interest in Joint IP, so long as Sponsor agrees to reimburse GREENBIO for all patent costs plus a 15% patent administration charge during the term of the option. Failure to reimburse patent costs plus a 15% patent administration charge will result in termination of this option.
- a) Sponsor must exercise the option in writing to GREENBIO within thirty (30) days of GREENBIO's notification to Sponsor of any invention/discovery or within thirty (30) days of the termination of the Project, whichever occurs sooner.
 - b) Aside from the rate itself, the specific terms of any license must be negotiated in good faith within three (3) months of Sponsor's written notification that it wishes to exercise the option. Said license shall contain reasonable terms that are standard in the industry for the GREENBIO IP and/or GREENBIO's interest in Joint IP, shall require diligent performance by Sponsor for the timely commercial development and marketing of such GREENBIO IP and/or GREENBIO's interest in Joint IP, and shall include Sponsor's obligation to reimburse GREENBIO's patent costs plus a 15% patent administration charge for all inventions subject to the license.
- 4) **DISCLOSURE.** Sponsor shall retain all invention disclosures submitted by GREENBIO in confidence and use its best efforts to prevent disclosure to third parties. Sponsor shall be relieved of this obligation only when this information becomes publicly available through no fault of Sponsor. Consistent with its duties as a public company, Sponsor will issue press releases and engage in social media.

5. Confidentiality. The parties may, at their discretion, and in connection with work contemplated or performed under this Agreement, disclose their respective proprietary or confidential information ("Confidential Information") to each other. To be protected hereunder, Confidential Information must be marked confidential if disclosed in written or other tangible form. If Confidential Information is disclosed orally or visually, Confidential Information must be identified as confidential at the time of disclosure and reduced to writing, marked confidential, and transmitted to the receiving party within thirty (30) days of the initial disclosure.

Nothing in this Agreement will be construed to convey to either party any right, title or interest in any Confidential Information provided by the other party or any right, title or interest in any intellectual property of the parties, including but not limited to, processes, copyrights or patents. No license to the receiving party under any trademark, patent or copyright is either granted or implied by the conveying of Confidential Information to the receiving party.

The receiving party will not use, or disclose to any third party, Confidential Information of the disclosing party in any manner except for the purposes of this Agreement, and will require that its employees and agents who have access to such information maintain the same in strict confidence subject to the same restrictions. By way of example, but

not limitation, the receiving party will not use Confidential Information of the disclosing party in connection with any patent application, for any commercial purpose, or for the benefit of any third party.

The parties will use reasonable efforts to prevent the disclosure to unauthorized third parties of any Confidential Information of the other party and will use such information only for the purposes of this Agreement. The receiving party's obligations with respect to Confidential Information will survive for three (3) years after the termination of this Agreement; provided that the receiving party's obligations hereunder will not apply if the receiving party can show, with convincing written evidence that the Confidential Information of the disclosing party received under this Agreement:

- a) was already known to the receiving party prior to the time of first disclosure; or
- b) at the time of disclosure is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by the receiving party; or
- c) is received in good faith, without any obligation of confidentiality from a third party having a legal right to disclose the same; or
- d) is independently developed by the receiving party by individuals without access to such information; or
- e) is required to be disclosed by the receiving party pursuant to a legally enforceable order, law, subpoena, or other regulation ("Order"), provided, however, that the receiving party promptly notifies the disclosing party in advance of such disclosure and discloses only that Information necessary to comply with said Order.

GREENBIO retains the right to refuse acceptance of any Confidential Information that is not required for the purposes of this Agreement.

ARTICLE V. GENERAL PROVISIONS.

1. **Entire Agreement; Amendments; Counterparts.** This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties. This Agreement may be executed in counterparts, each of which will be deemed an original. Electronically transmitted and imaged copy signatures will be fully binding and effective for all purposes.

2. **Waivers.** No waiver, amendment or modification of this Agreement shall be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

3. **Assignment.** Neither party may transfer or assign this Agreement or any of other party's rights or obligations hereunder, directly or indirectly, or by operation of law, without that party's prior written consent, and any attempt to the contrary will be void.

4. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may have to venue or convenience of forum.

5. Independent Contractor. GREENBIO is an independent contractor and will be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. GREENBIO employees will not be considered employees of Sponsor, and neither GREENBIO nor Sponsor personnel will, by virtue of this Agreement, be entitled or eligible, to participate in any benefits or privileges given or extended by the other party to its employees.

6. Termination. Either party may at any time terminate this Agreement by giving the other party not less than thirty (30) days prior written notice. In the event this Agreement is canceled by Sponsor, Sponsor will remain responsible for payment to GREENBIO for all work performed through the date of termination and for reimbursement to GREENBIO of all non-cancelable commitments incurred in the conduct of the research. Non-cancelable commitments will include employment commitments to GREENBIO personnel through the end of the semester following any such termination by Sponsor. In the event GREENBIO terminates this Agreement any unused funds from the reserve will be returned.

7. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto will use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**** Signature Page Follows ****


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives on the respective dates entered below.

GREENBIO

Sponsor: Halberd Corporation

By: _____
Name: Hong Hou
Title: President
Date: _____

By: 
Name: William Hartman
Title: President, CEO
Date: February 12, 2021

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EXHIBIT A
to GREENBIO Agreement No. 020821

Scope of Work

1. Producing metal-labelled monoclonal antibody (mAb) against SARS-CoV-2.
2. Testing the efficacy of metal-labelled mAb in eliminating SARS-CoV-2 by particular radio frequency.

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EXHIBIT B

to Master Agreement No. 020821

Individual Research Project (IRP) No. 020821-1
under
Master Agreement No. 020821
Between
The GREENBIO
And

Halberd Corporation

Per the Master Agreement effective MM/DD/YYYY, this IRP, as specified in IRP Scope of Work attached hereto, is hereby authorized. The terms and conditions specific to this IRP are as follows:

1. Funding total \$ 40,000(does not include cost associated with purchasing radio frequency (RF) equipment), payable \$20,000 prior to the March 1, 2021 commencement and \$20,000 on or before April 1, 2021.
2. Period of Performance is from 03/01/2021 through 05/31/2021
3. Scope of work
 - a) Modify and activate iron-based nanoshell
 - b) Conjugte monoclonal antibody against E. coli to activate nanoshell
 - c) Characterize iron-labelled monoclonal antibody
 - d) Halberd will provide the RF equipment. Setup and calibrate RF system for biological samples.
 - e) Test the efficacy of iron-labelled monoclonal antibody in killing E. coli in solution by various radio frequencies

All other provisions set forth in the aforementioned Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have caused this IRP to be executed by their duly authorized representatives. IRP effective the date of last signature by the authorized representatives.

Halberd Corporation

**ARIZONA BOARD OF REGENTS
For and on behalf of
ARIZONA STATE UNIVERSITY**

NAME
Title
Date: _____

NAME
Title
Date: _____

MASTER AGREEMENT

NO. 020821

THIS MASTER AGREEMENT (“Agreement”) is made and entered into by and between Halberd Corporation, a publicly traded company, having a place of business at P.O. Box 25, Jackson Center, PA 16133 (“Sponsor”), and the Greenbio AZ Inc (GREENBIO), an affiliate of Arizona State University (ASU), whose principal location is Chandler, Arizona.

This Master Agreement specifies the mutual understanding of the parties with regards to Sponsor engaging GREENBIO to perform research projects within the General Scope of Work set forth in Exhibit A hereto. Individual research projects (“IRP”), (e.g. IRP020821-1 in Exhibit B), shall be authorized via separate Scopes of Work issued by the Sponsor to GREENBIO under this Agreement. The terms and conditions of each IRP issued under this Agreement shall be agreed upon by the parties. This Master Agreement is in addition to, supplemental to, and to be worked under the auspices of, and in coordination with, the August 27, 2020 Sponsored Research Agreement between the Sponsor and Arizona State University, ASU Reference No. FP00026198 (the “ASU Agreement”). Nothing in this Agreement is in conflict with, or otherwise violative of, the ASU Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. SCOPE OF WORK. GREENBIO shall use all reasonable efforts to perform the research and deliver any reports or other items specified in each IRP issued under this Agreement.

ARTICLE II. PRINCIPAL INVESTIGATOR. GREENBIO shall identify for each IRP a Principal Investigator for that specific project. That Principal Investigator shall work in coordination with Dr. Qiang “Shawn” Chen, Ph.D. and his efforts pursuant to the ASU Agreement.

ARTICLE III. AGREEMENT TERM. This Agreement shall be effective on the date of the last signature hereto, and terminate on September 30, 2021. Any IRP issued under this Agreement during the term shall be effective for the period set forth in the IRP even if said period extends beyond the term of this Agreement. This Agreement term may be modified or extended at any time by mutual written consent of both parties.

ARTICLE IV. SPECIAL PROVISIONS.

1. Compensation. Compensation for each IRP issued by Sponsor to GREENBIO hereunder shall be on a fixed price basis and specified in each IRP. Sponsor shall remit one hundred percent (100%) of the total IRP amount upon agreement by both parties on each IRP.

GREENBIO reserves the right to discontinue the Services under an IRP if Sponsor fails to make payments within ten (10) days of the starting date of an IRP .

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In the event of non-payment, GREENBIO may terminate all further work on an IRP and seek full payment from the Sponsor for all work performed and all expenses incurred including allocable costs, pursuant to the termination clause of this agreement including the collection of payment.

Should it become necessary for GREENBIO to commence collection proceedings or retain an attorney to enforce any of the terms of this Agreement, the Sponsor shall pay attorneys’ fees and the costs of collection incurred by GREENBIO.

Please send checks or paper remittance advices to:

GreenBio AZ INC
123 Drummond Farms Ln
Newark, DE 19711

Wire transfers should be sent to:

Account
#:

ACH (Within USA only) Routing #:

Swift
Code:
Bank
Name:
Acct
Name:

Questions should be directed to the person issuing the invoice or to
greenbioaz.acctg@gmail.com

2. Publications. Sponsor recognizes that under GREENBIO policy the results of work performed under this Agreement must be publishable and agrees that GREENBIO and its employees engaged in work under this Agreement shall be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this Agreement. Upon written request by Sponsor, copies of proposed manuscripts will be furnished to Sponsor for review prior to publication. Sponsor reserves the right to request removal of any material that includes Confidential Information of Sponsor. In no event will GREENBIO delay publication for more than thirty (30) days from date of submittal of manuscript for Sponsor review.

3. Notices. All official notices, by either party, required or permitted under this Agreement will be in writing and will be given by personal delivery against receipt (including private courier such as FedEx), email with "Read Receipt" or certified U.S. Mail, return receipt requested. All notices will be sent to the addresses below or such other addresses as the parties may specify in the same manner. Notices will be deemed to have been given and received on the date of actual receipt or on the date receipt was refused. Courtesy email copy of any notice is requested to be sent to the PI. Addresses are as follows:

Page 2

GreenBio AZ INC
123 Drummond Farms Ln
P.O. Box 876011
Newark DE 19711
greenbioaz.acctg@gmail.com
(302) 763-2646

For Sponsor:
William A. Hartman
Halberd Corporation
P.O. Box 25
Jackson Center, PA 16133
WillialAHartman@aol.com
(814)-786-8849

cc: PI email address: Shawn.q.chen@gmail.com

4. Intellectual Property.

- a) Intellectual Property resulting from the performance of IRPs under this Agreement paid for by Sponsor will be owned by Sponsor ("Sponsor IP"), but subject to a 5% royalty to GREENBIO or its designees, as in the case of the ASU Master Agreement.

- d) GREENBIO and Sponsor shall separately retain ownership of all intellectual property and materials owned by such party, prior to the date hereof.
- e) “Intellectual Property” shall mean any inventions, discoveries, concepts, methods, processes, data, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, or mask works, whether or not patentable, copyrightable or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.

2) **PATENT APPLICATIONS.** Patent applications will be filed by GREENBIO on GREENBIO IP and Joint IP. Sponsor may, at any time, request to file a patent application on GREENBIO IP or Joint IP. In either case, the parties shall jointly participate in that process.

3) **OPTION.** In consideration of Sponsor’s support of this Project, Sponsor shall be entitled to an option to negotiate a royalty-bearing license of 5% to GREENBIO IP and/or GREENBIO’s interest in Joint IP, so long as Sponsor agrees to reimburse GREENBIO for all patent costs plus a 15% patent administration charge during the term of the option. Failure to reimburse patent costs plus a 15% patent administration charge will result in termination of this option.

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- a) Sponsor must exercise the option in writing to GREENBIO within thirty (30) days of GREENBIO’s notification to Sponsor of any invention/discovery or within thirty (30) days of the termination of the Project, whichever occurs sooner.
- b) Aside from the rate itself, the specific terms of any license must be negotiated in good faith within three (3) months of Sponsor’s written notification that it wishes to exercise the option. Said license shall contain reasonable terms that are standard in the industry for the GREENBIO IP and/or GREENBIO’s interest in Joint IP, shall require diligent performance by Sponsor for the timely commercial development and marketing of such GREENBIO IP and/or GREENBIO’s interest in Joint IP, and shall include Sponsor’s obligation to reimburse GREENBIO’s patent costs plus a 15% patent administration charge for all inventions subject to the license.

4) **DISCLOSURE.** Sponsor shall retain all invention disclosures submitted by GREENBIO in confidence and use its best efforts to prevent disclosure to third parties. Sponsor shall be relieved of this obligation only when this information becomes publicly available through no fault of Sponsor. Consistent with its duties as a public company, Sponsor will issue press releases and engage in social media.

5. **Confidentiality.** The parties may, at their discretion, and in connection with work contemplated or performed under this Agreement, disclose their respective proprietary or confidential information (“Confidential Information”) to each other. To be protected hereunder, Confidential Information must be marked confidential if disclosed in written or other tangible form. If Confidential Information is disclosed orally or visually, Confidential Information must be identified as confidential at the time of disclosure and reduced to writing, marked confidential, and transmitted to the receiving party within thirty (30) days of the initial disclosure.

Nothing in this Agreement will be construed to convey to either party any right, title or interest in any Confidential Information provided by the other party or any right, title or interest in any intellectual property of the parties, including but not limited to, processes, copyrights or patents. No license to the receiving party under any trademark, patent or copyright is either granted or implied by the conveying of Confidential Information to the receiving party.

The receiving party will not use, or disclose to any third party, Confidential Information of the disclosing party in any manner except for the purposes of this Agreement, and will require that its employees and agents who have access to such information maintain the same in strict confidence subject to the same restrictions. By way of example, but not limitation, the receiving party will not use Confidential Information of the disclosing party in connection with any patent application, for any commercial purpose, or for the benefit of any third party.

The parties will use reasonable efforts to prevent the disclosure to unauthorized third parties of any Confidential Information of the other party and will use such information only for the purposes of this Agreement. The receiving party's obligations with respect to Confidential Information will survive for three (3) years after the termination of this Agreement; provided that the receiving party's obligations hereunder will not apply if the receiving party can show, with convincing written evidence that the Confidential Information of the disclosing party received under this Agreement:

- a) was already known to the receiving party prior to the time of first disclosure; or
- b) at the time of disclosure is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by the receiving party; or
- c) is received in good faith, without any obligation of confidentiality from a third party having a legal right to disclose the same; or
- d) is independently developed by the receiving party by individuals without access to such information; or
- e) is required to be disclosed by the receiving party pursuant to a legally enforceable order, law, subpoena, or other regulation ("Order"), provided, however, that the receiving party promptly notifies the disclosing party in advance of such disclosure and discloses only that Information necessary to comply with said Order.

GREENBIO retains the right to refuse acceptance of any Confidential Information that is not required for the purposes of this Agreement.

ARTICLE V. GENERAL PROVISIONS.

1. **Entire Agreement; Amendments; Counterparts.** This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties. This Agreement may be executed in counterparts, each of which will be deemed an original. Electronically transmitted and imaged copy signatures will be fully binding and effective for all purposes.

2. **Waivers.** No waiver, amendment or modification of this Agreement shall be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

3. **Assignment.** Neither party may transfer or assign this Agreement or any of other party's rights or obligations hereunder, directly or indirectly, or by operation of law, without that party's prior written consent, and any attempt to the contrary will be void.

4. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may have to venue or convenience of forum.

5. **Independent Contractor.** GREENBIO is an independent contractor and will be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. GREENBIO employees will not be considered employees of Sponsor, and neither GREENBIO nor Sponsor personnel will, by virtue of this Agreement, be entitled or eligible, to participate in any benefits or privileges given or extended by the other party to its employees.

6. **Termination.** Either party may at any time terminate this Agreement by giving the other party not less than thirty (30) days prior written notice. In the event this Agreement is canceled by Sponsor, Sponsor will remain responsible for payment to GREENBIO for all work performed through the date of termination and for reimbursement to GREENBIO of all non-cancelable commitments incurred in the conduct of the research. Non-cancelable commitments will include employment commitments to GREENBIO personnel through the end of the semester following any such termination by Sponsor. In the event GREENBIO terminates this Agreement any unused funds from the reserve will be returned.

7. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto will use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**** Signature Page Follows ****

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives on the respective dates entered below.

GREENBIO	Sponsor: _____
By: _____	By: _____
Name: <u>Hong Hou</u>	Name: _____
Title: <u>President</u>	Title: _____
Date: _____	Date: _____

EXTENSION EXHIBIT A
to GREENBIO Agreement No. 020821-1

Scope of Work

1. Producing metal-conjugated Alzheimer’s Disease related antibodies against tau, phosphorylated tau, beta amyloid, and/or other identified antigens agreed to between the parties.
2. Testing the efficacy of metal-conjugated mAb in eliminating Alzheimer’s Disease associated antigens by particular radio frequency and/or laser exposure.

EXTENSION EXHIBIT B
to Master Agreement No. 020821-1

Individual Research Project (IRP) No. 020821-2

under
Master Agreement No. 020821-1
Between
The GREENBIO
And
Halberd Corporation

Per the Master Agreement effective MM/DD/YYYY, this IRP, as specified in IRP Scope of Work attached hereto, is hereby authorized. The terms and conditions specific to this IRP are as follows:

1. Funding total \$ 60,000(does not include cost associated with purchasing radio frequency (RF) equipment), payable \$30,000 prior to the June 7, 2021 commencement and \$30,000 on or before July 1, 2021.
2. Period of Performance is from 06/07/2021 through 08/31/2021
3. Scope of work
 - a) Modify and activate gold-coated iron nanoparticles
 - b) Conjugate monoclonal antibodies against Alzheimer's Disease antigens
 - c) Characterize gold-coated iron monoclonal antibody
 - d) Halberd will provide the RF equipment. Setup and calibrate RF system for biological samples.
 - e) Test the efficacy of metallic-labelled monoclonal antibody in killing Alzheimer's Disease antigens in solution by various radio frequencies.
 - f) Set up and calibrate laser for biological samples.
 - g) Test efficacy of metallic labelled monoclonal antibody in killing Alzheimer's Disease antigens in solution by laser emissive energy.

All other provisions set forth in the aforementioned Agreement shall remain the same.

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IN WITNESS WHEREOF, the parties have caused this IRP to be executed by their duly authorized representatives. IRP effective the date of last signature by the authorized representatives.

Halberd Corporation

/s/ William A Hartman

NAME

Title CEO

Date: 06/07/2021

GREENBIO

/s/ Hong Hou

NAME

Title CEO

Date: 06/07/2021

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Marv Enterprises, LLC Patent Application Filings on Related Subject Matter

#	Title	Patent/ Application No.	Filing Date	Status
1.	*Method for Treating and Curing Covid-19 Infection	US 62/989981	03/16/2020	Application
2.		PCT/US21/22541	03/16/2021	International PCT
3.	*Method for Treating Covid-19 Inflammatory Cytokine Storm for the Reduction of Morbidity and Mortality in Covid-19 Patients	US 63/007207	04/08/2020	Provisional
4.	Covid-19 Inflammatory Cytokine Storm Treatment	PCT/US21/26386	04/08/2021	International PCT
5.	*Method for Treating and Curing Covid-19 Infection by Utilizing a Laser to Eradicate the Virus	US 63/013104	04/21/2020	Provisional
6.	Treating and Curing Covid-19 Infection Utilizing a Laser	PCT/US21/28368	04/21/2021	International PCT
7.	*Method For The Rapid Identification Of Covid-19 Infection	US 63/049441	07/08/2020	Provisional
		17370514	07/08/2021	Utility Patent Application
8.	*Nasal Spray To Prevent The Transmission Of Covid-19 Between Humans	US 63/080735 17/478,302	09/20/2020	Provisional; Utility Patent Application
9.	*Nasal Spray To Prevent The Transmission Of The Covid-19 Virus	US 63/108301	10/31/2020	Provisional Utility Patent Application
10.	*Method For Treating And Curing Covid-19 Infection By Utilizing Radiofrequency Extracorporeally To Eradicate The Virus	US 63/111043	11/08/2020	Provisional
			11/05/2021	Utility Patent Application
11.	*Monoclonal Antibody For Sars-Cov-2 Spike Protein	US 63/116561 17/528,891	11/20/2020	Provisional; Utility Patent Application
12.	*Medication For The Reduction Of Morbidity And Mortality In Persons Infected By Sars-Cov-2 (Covid-19 Virus)	US 63/135695	01/10/2021	Provisional
13.	*Humanized Antibody For Sars-Cov-2 Spike Protein Infusion	US 63/173763	4/12/2021	Provisional Utility Patent Application
14.	*Antibody Assay For Sars-Cov-2	US 63/178354	4/22/2021	Provisional Utility Patent Application
15.	*Antibody Conjugated Nanoparticle Assay And Treatment For Sars-Cov-2	US 63/190398	5/19/2021	Provisional
16.	*Extracorporeal Treatment For Aging	US 63/193880	05/27/2021	Provisional
17.	*Treating Alzheimer's Disease Utilizing Extracorporeal Radio Frequency	US 63/231986	07/22/2021	Provisional
18.	*Treating Alzheimer's Disease Utilizing a Laser	US 63/231929	08/11/2021	Provisional
19.	*Treating Morbid Obesity Extracorporeally	US 63/270387	10/21/2021	Provisional

20.	*Antibody Coated Surface for Disease Treatment	US 63/290693	12/17/2021	Provisional
	Utilization of Stents for the Treatment of Blood Borne Carcinomas	US 13/128870	11/11/2009	Issued Patent US 8,758,287
	Sequential Extracorporeal Treatment of Bodily Fluids	US 13/254855	3/16/2010	Issued Patent US 9,216,386
	Novel Treatment Method for Cockayne Syndrome	US 16/7824486	2/05/2020	Issued Patent US 11,186,629 B2

* - indicates provisional application.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation in this Registration Statement on Form 10 of our report dated May 10, 2022, relating to the consolidated financial statements of Halberd Corporation as of July 31, 2021 and 2020 and to all references to our firm included in this Registration Statement.

B F Baym CPA PC

Certified Public Accountants
Lakewood, CO
May 10, 2022