

Form C

Cover Page

Name of issuer:

infiniRel Corporation

Legal status of issuer:

Form: **Corporation**
Jurisdiction of Incorporation/Organization: **TX**
Date of organization: **7/21/2009**

Physical address of issuer:

**101 Cooper St
Santa Cruz CA 95060**

Website of issuer:

<https://www.infinirel.com/>

Name of intermediary through which the offering will be conducted:

Wefunder Portal LLC

CIK number of intermediary:

0001670254

SEC file number of intermediary:

007-00033

CRD number, if applicable, of intermediary:

283503

Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the offering amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the offering, including the amount of referral and any other fees associated with the offering:

6.5% of the offering amount upon a successful fundraiser, and be entitled to reimbursement for out-of-pocket third party expenses it pays or incurs on behalf of the Issuer in connection with the offering.

Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest:

No

Type of security offered:

- Common Stock
- Preferred Stock
- Debt
- Other

If Other, describe the security offered:

Convertible Note

Target number of securities to be offered:

50,000

Price:

\$1.00000

Method for determining price:

Pro-rated portion of the total principal value of \$50,000; interests will be sold in increments of \$1; each investment is convertible to one unit as described under Item 13.

Target offering amount:

\$50,000.00

Oversubscriptions accepted:

- Yes
 No

If yes, disclose how oversubscriptions will be allocated:

- Pro-rata basis
 First-come, first-served basis
 Other

If other, describe how oversubscriptions will be allocated:

As determined by the issuer

Maximum offering amount (if different from target offering amount):

\$1,000,000.00

Deadline to reach the target offering amount:

10/28/2022

NOTE: If the sum of the investment commitments does not equal or exceed the target offering amount at the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

Current number of employees:

2

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets:	\$99,340.00	\$73,160.00
Cash & Cash Equivalents:	\$19,092.00	\$7,363.00
Accounts Receivable:	\$0.00	\$0.00
Short-term Debt:	\$60,428.00	\$74,291.00
Long-term Debt:	\$609,913.00	\$529,943.00
Revenues/Sales:	\$167,500.00	\$69,393.00
Cost of Goods Sold:	\$30,006.00	\$0.00
Taxes Paid:	\$0.00	\$0.00
Net Income:	(\$39,927.00)	(\$57,234.00)

Select the jurisdictions in which the issuer intends to offer the securities:

AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, B5, GU, PR, VI, 1V

Offering Statement

Respond to each question in each paragraph of this part. Set forth each question and any notes, but not any instructions thereto, in their entirety. If disclosure in response to any question is responsive to one or more other questions, it is not necessary to repeat the disclosure. If a question or series of questions is inapplicable or the response is available elsewhere in the Form, either state that it is inapplicable, include a cross-reference to the responsive disclosure, or omit the question or series of questions.

Be very careful and precise in answering all questions. Give full and complete answers so that they are not misleading under the circumstances involved. Do not discuss any future performance or other anticipated event unless you have a reasonable basis to believe that it will actually occur within the foreseeable future. If any answer requiring significant information is materially inaccurate, incomplete or misleading, the Company, its management and principal shareholders may be liable to investors based on that information.

THE COMPANY

1. Name of issuer:

infiniRel Corporation

COMPANY ELIGIBILITY

2. Check this box to certify that all of the following statements are true for the issuer.

- Organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia.
- Not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.
- Not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding.
- Has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement (or for such shorter period that the issuer was required to file such reports).
- Not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.

INSTRUCTION TO QUESTION 2: If any of these statements are not true, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

3. Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding?

Yes No

DIRECTORS OF THE COMPANY

4. Provide the following information about each director (and any persons occupying a similar status or performing a similar function) of the issuer.

Director	Principal Occupation	Main Employer	Year Joined as Director
Norbert Wank	CEO	infiniRel Corporation	2009

For three years of business experience, refer to [Appendix D: Director & Officer Work History](#).

OFFICERS OF THE COMPANY

5. Provide the following information about each officer (and any persons occupying a similar status or performing a similar function) of the issuer.

Officer	Positions Held	Year Joined
Norbert Wank	CEO	2009

For three years of business experience, refer to [Appendix D: Director & Officer Work History](#).

INSTRUCTION TO QUESTION 5: For purposes of this Question 5, the term officer means a president, vice president, secretary, treasurer or principal financial officer, comptroller or principal accounting officer, and any person that routinely performing similar functions.

PRINCIPAL SECURITY HOLDERS

6. Provide the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power.

Name of Holder	No. and Class of Securities Now Held	% of Voting Power Prior to Offering
Norbert Wank	134787.0 Preferred Stock	100.0

INSTRUCTION TO QUESTION 6: The above information must be provided as of a date that is no more than 120 days prior to the date of filing of this offering statement.

To calculate total voting power, include all securities for which the person directly or indirectly has or shares the voting power, which includes the power to vote or to direct the voting of such securities. If the person has the right to acquire voting power of such securities within 60 days, including through the exercise of any option, warrant or right, the conversion of a security, or other arrangement, or if securities are held by a member of the family, through corporations or partnerships, or otherwise in a manner that would allow a person to direct or control the voting of the securities (or share in such direction or control – as, for example, a co-trustee) they should be included as being "beneficially owned." You should include an explanation of these circumstances in a footnote to the "Number of and Class of Securities Now Held." To calculate outstanding voting equity securities, assume all outstanding options are exercised and all outstanding convertible securities converted.

BUSINESS AND ANTICIPATED BUSINESS PLAN

7. Describe in detail the business of the issuer and the anticipated business plan of the issuer.

For a description of our business and our business plan, please refer to the attached [Appendix A, Business Description & Plan](#)

INSTRUCTION TO QUESTION 7: Wefunder will provide your company's Wefunder profile as an appendix (Appendix A) to the Form C in PDF format. The submission will include all Q&A items and "read more" links in an un-collapsed format. All videos will be transcribed.

This means that any information provided in your Wefunder profile will be provided to the SEC in response to this question. As a result, your company will be potentially liable for misstatements and omissions in your profile under the Securities Act of 1933, which requires you to provide material information related to your business and anticipated business plan. Please review your Wefunder profile carefully to ensure it provides all material information, is not false or misleading, and does not omit any information that would cause the information included to be false or misleading.

RISK FACTORS

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

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

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

8. Discuss the material factors that make an investment in the issuer speculative or risky:

Financial risks

Financial risks

The company's cash position is poor and it relies on subsequent funding through grants, competitions, and on its continued ability to defer its debt obligations with its creditors until we are able to support debt payments with initial revenue generated from its services.

The Company may not receive a future equity financing that converts the Security into ownership rights within 24 months, which then forces the conversion at the pre-determined strike price. This strike price may not be reflecting the value of the company at that time, and future equity financing may result in a company value below the strike price. In addition, the Company may never undergo a liquidity event such as a sale of the Company or an IPO. The Purchasers could be left holding the Securities in perpetuity. The Securities have numerous transfer restrictions and will be highly illiquid, with currently no secondary market on which to sell them. The Securities are not equity interests, have no ownership rights, have no rights to the Company's assets or profits and have no voting rights or ability to direct the Company or its actions. Investors may be paid last in a liquidity event or bankruptcy. The Company has no obligation to pay dividends.

Purchasers may not have an ownership claim to the Company or to any of its assets or revenues until the Securities are converted. Except for certain "Major Investors," Purchasers will have no say in whether their securities are converted in any Equity Financing. The Company is under no obligation to convert the Securities. In certain instances, such as a sale of the Company, an IPO or a dissolution or bankruptcy, the Purchasers may only have a right to receive cash, to the extent available, rather than equity in the Company.

In addition to the risks listed above, businesses are often subject to risks not foreseen or fully appreciated by management. It is not possible to foresee all risks that may affect us. Moreover, the Company cannot predict whether the Company will successfully effectuate the Company's current business plan. Each prospective Purchaser is encouraged to carefully analyze the risks and merits of an investment in the Securities and should take into consideration when making such analysis, among other, the Risk Factors discussed above. THE SECURITIES OFFERED INVOLVE A HIGH DEGREE OF RISK AND MAY RESULT IN THE LOSS OF YOUR ENTIRE INVESTMENT. ANY PERSON CONSIDERING THE PURCHASE OF THESE SECURITIES SHOULD BE AWARE OF THESE AND OTHER FACTORS SET FORTH IN THIS FORM C AND SHOULD CONSULT WITH HIS OR HER LEGAL, TAX AND FINANCIAL ADVISORS PRIOR TO MAKING AN INVESTMENT IN THE SECURITIES. THE SECURITIES SHOULD ONLY BE PURCHASED BY PERSONS WHO CAN AFFORD TO LOSE ALL OF THEIR INVESTMENT.

Highly competitive market

New technologies and market entrants could reduce the company's revenue potential.

Risk of loss of key partners supporting our solution through acquisition, bankruptcy, hiring of our partners' key employees, or other market forces.

Business projections may not be reached

Since our formation, we have generated minimal revenues from consulting services, but not based on our planned hardware-enabled service. Accordingly, we have no history upon which an evaluation of our intended business model can

be made.

The technology performance has not been sufficiently tested and quantified yet. The efficacy of machine learning, determining the accuracy of prediction, granularity of system detail that can be uncovered and drive the value the company can extract from its data service may impact revenue generation potential.

Based on modeling assumptions, one cannot predict unexpected circumstances.

Sales and Marketing risks

Stakeholders may be unfavorably incentivized, slowing adoption of our service.

Renewable Energy investors may seek to allocate capital to other assets with higher returns, before we can correct plant under-performances at scale.

Therefore, a decline in future investments into renewable energies may also impact meeting our revenue projections, or stifle our future growth potential.

A limited global customer base with large contract volume potential requires sustaining strong relationships. A market that experiences increasing merger and acquisition activity can change supplier relationships that could materially change revenues to either extreme.

Clients may prefer to offset losses through other business operations, including insurance and warranty schemes, rather than use our service. In a cost-driven growth market, large and well capitalized incumbents may chose to enter this market by inventing around our patent.

The company brand may be damaged by a variety of events:

- Negative press online, in print or on social media,
- Ill behavior of employees or customers,
- Disparagement,
- Inventory recall.

Economic/Demand volatility

Interest rates/economic strength affect demand and customer return-on-investment, which impacts our revenue potential.

Continued innovation will require significant funds.

Reliance on intellectual property rights

It may be difficult to detect, protect, and defend against patent infringements at early funding and revenue levels, which weakens the Company's earning potential.

Failure to agree on terms for technology licensing of key software could delay service introduction, and if no work around is found or financially sustainable, such delays could be indefinite.

Employees may steal trade secrets or start a competing business.

Risk of litigation against company

IP (patent) disputes could tie up key personnel and financial resources. If no work around is found, or legal defense is not timely successful or financially unsustainable, such delays could be indefinite. Although the Company is not aware of any third party rights that are infringed by our existing or contemplated business activities, we have not performed in-depth freedom-to-operate analyses beyond standard searches related to the "Company" trademark and issued patent, and there is no guarantee that we will not be sued for infringement by third parties or that we will not need to modify our brand or products to avoid infringement.

Despite our careful planning of delivering our service by training our clients' technicians, product liability could arise when our client operates our unproven, untested inverter health scanner on client's revenue generating equipment, causing inadvertent loss of revenue, loss of health, or loss of life when working on high-voltage equipment.

Dissatisfied customers may ask for damages arising from poor predictive performance. Unintentional violation of domestic and international laws could lead to substantial costs and delays of projected revenues.

Risk of security breaches

Violation of privacy of clients could adversely impact the brand and expose the company to liabilities arising from such disclosure of sensitive or confidential information. The secure processing, maintenance and transmission of this information is critical to our operations and business strategy. Like others in our industry, we continue to face advanced and persistent attacks on our information infrastructure where we manage and store various proprietary information and sensitive/confidential data relating to our operations. These attacks may include

sophisticated malware (viruses, worms, and other malicious software programs) and phishing emails that attack our products or otherwise exploit any security vulnerabilities. Additionally, sophisticated software and applications that we produce or procure from third-parties may contain defects in design or manufacture, including “bugs” and other problems that could unexpectedly interfere with the operation of the information infrastructure. Despite our security measures, our information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise our networks and the information stored there could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, and regulatory penalties. In addition, any such access, disclosure or other loss of information could disrupt our operations and the products and services we provide to customers, damage our reputation, and cause a loss of confidence in our products and services, which could adversely affect our revenues and competitive position. Ransomware and account take-overs may impact business operations.

Subjection to government regulations

We may be subject to future governmental regulations. Our products and services may be subject to state, local and Federal laws and regulations, taxation laws, and international data protection and privacy laws. As a general rule, companies that are not established in the EU but that are subject to GDPR must designate in writing an EU representative for purposes of GDPR compliance.

Our products may also be subject to significant governmental regulation relating to labor conditions, safety in the workplace, healthcare and other human resource issues. The nature and scope of future legislation, regulations and programs cannot be predicted. While we anticipate that we and our products will be in compliance with all applicable governmental regulations, there still may be risks that such laws and regulations may change with respect to present or future operations. Such additional costs would increase the cost of investments and operations and decrease the demand for products and services. We will be ultimately responsible for compliance with such regulations and for obtaining and maintaining all required permits and licenses, and validate conformance of our supply chain for our sub-systems and components of our products. Such compliance may be time consuming and costly, and such expenses may materially affect our future ability to break even or generate profits.

Operating risks

Operating risks

Competing tax incentives, or lack of tax benefits, can impact business growth.

Unforeseen costs escalation for material and labor could slow down our efforts to scale, changing tariffs may impact our expansion plans and could limit business growth, for example restrict our market to solar plants.

Support costs to deliver the service may experience unforeseen challenges and dependencies, such as network infrastructure reliability or supply chain failure. We will initially rely on third parties to provide machine learning, cloud and data infrastructure. Any interruption in the availability of these web services for hosting and other third party technology vendors, including data security, could have material negative impact on our ability to deliver service to users, as well as the profitability of these operations. Interruptions could occur due to both internet outages as well as policy changes or terms violations according to these third parties.

Our ability to grow our business and customer base will depend upon smoothly functioning relationships with our manufacturing, fulfillment, and channel partners. Our ability to integrate their roles with our engineering, marketing and customer support operations into our business determines our ability to successfully deliver quality product and service to our customer in a timely manner to achieve profitability.

Inventory recall due to supply chain weakness could expose the Company to liability and limit its revenue generation capability.

The life-time of the inverter health scanner has not been tested and may be less than projected. This may cause early replacement, impact cashflow and could lead to an interim loss of revenue generation capability.

Risk of natural disaster, and adverse weather conditions may impact staff, logistics, and delay our ability to perform tests in a timely manner in the field. When our hardware assets are tied-up longer than expected, it reduces our through-put and could lower our achievable growth rate.

As the Covid pandemic has not been fully under control, the efficacy of vaccination is uncertain with future mutants. There are additional risks for our and our clients' staff from becoming infected, and becoming compromised or unavailable to perform the service. As we train our clients to perform the

instrumentation of our health scanning system on their equipment in an outside environment, shelter-in-place orders and unavailability of resources could delay the performance of our service and related revenue generation. There could be additional operational losses including expenses due to any violations of health or safety laws or agreements, losses due to disruption of business processes, expenses related to the cancellation of testing schedules and travel, and additional expenses for shipping logistics and third-party telecommunications and video-conference services.

Recruiting highly skilled employees/contractors

Cost of acquiring and maintaining highly skilled talent in the Bay Area is exceptionally high with short-lived retention.

The cost of operating additional remote design centers may add significant cost and or produce a weak corporate culture, which may impact morale and productivity.

Dependence on Founding/managing team

Our future success depends on the efforts of a small management team. The loss of services of the members of the management team may have an adverse effect on the company. There can be no assurance that we will be successful in attracting and retaining other personnel we require to successfully grow our business.

Any member of the small management team may leave the company or become unable to operate the company temporarily or indefinitely due to unforeseen health issues, or family emergencies.

Investors have limited or no power over company decisions until the successive investments lead to a voting majority.

INSTRUCTION TO QUESTION 8: Avoid generalized statements and include only those factors that are unique to the issuer. Discussion should be tailored to the issuer's business and the offering and should not repeat the factors addressed in the legends set forth above. No specific number of risk factors is required to be identified.

The Offering

USE OF FUNDS

9. What is the purpose of this offering?

The Company intends to use the net proceeds of this offering for working capital and general corporate purposes, which includes the specific items listed in Item 10 below. While the Company expects to use the net proceeds from the Offering in the manner described above, it cannot specify with certainty the particular uses of the net proceeds that it will receive from from this Offering. Accordingly, the Company will have broad discretion in using these proceeds.

10. How does the issuer intend to use the proceeds of this offering?

If we raise: **\$50,000**

Use of Proceeds: 28%: Direct Cost of pilot hardware

17% R&D: patent fees, software

21%: Sales & Marketing, local client visits (include 6.5%: Wefunder fees)

34%: G&A: cost of operations

If we raise: **\$500,000**

Use of Proceeds: 18% Pre-production hardware

R&D: 37% software update, app and UI development, cloud & IT infrastructure.

14% Sales & Marketing (including 6.5% Wefunder fees)

31%: G&A: cost of operations

If we raise: **\$1,000,000**

Use of Proceeds: 29% Pre-production hardware

32% R&D: sensor and cost reduction R&D, Test&Certification,

12% Sales&Marketing (includes 6.5% Wefunder fees)

27% G&A cost of operations

INSTRUCTION TO QUESTION 10: An issuer must provide a reasonably detailed description of any intended use of proceeds, such that investors are provided with an adequate amount of information to understand how the offering proceeds will be used. If an issuer has identified a range of possible uses, the issuer should identify and describe each probable use and the factors the issuer may consider in allocating proceeds among the potential uses. If the issuer will accept proceeds in excess of the target offering amount, the issuer must describe the purpose, method for allocating oversubscriptions, and intended use of the excess proceeds with similar specificity. Please include all potential uses of the proceeds of the offering, including any that may apply only in the case of oversubscriptions. If you do not do so, you may later be required to amend your Form C. Wefunder is not responsible for any failure by you to describe a potential use of offering proceeds.

DELIVERY & CANCELLATIONS

11. How will the issuer complete the transaction and deliver securities to the investors?

Book Entry and Investment in the Co-Issuer. Investors will make their investments by investing in interests issued by one or more co-issuers, each of which is a special purpose vehicle (“SPV”). The SPV will invest all amounts it receives from investors in securities issued by the Company. Interests issued to investors by the SPV will be in book entry form. This means that the investor will not receive a certificate representing his or her investment. Each investment will be recorded in the books and records of the SPV. In addition, investors’ interests in the investments will be recorded in each investor’s “Portfolio” page on the Wefunder platform. All references in this Form C to an Investor’s investment in the Company (or similar phrases) should be interpreted to include investments in a SPV.

12. How can an investor cancel an investment commitment?

NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.

The intermediary will notify investors when the target offering amount has been met. If the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment).

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

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

An Investor’s right to cancel. An Investor may cancel his or her investment commitment at any time until 48 hours prior to the offering deadline.

If there is a material change to the terms of the offering or the information provided to the Investor about the offering and/or the Company, the Investor will be provided notice of the change and must re-confirm his or her investment commitment within five business days of receipt of the notice. If the Investor does not reconfirm, he or she will receive notifications disclosing that the commitment was cancelled, the reason for the cancellation, and the refund amount that the investor is required to receive. If a material change occurs within five business days of the maximum number of days the offering is to remain open, the offering will be extended to allow for a period of five business days for the investor to reconfirm.

If the Investor cancels his or her investment commitment during the period when cancellation is permissible, or does not reconfirm a commitment in the case of a material change to the investment, or the offering does not close, all of the Investor’s funds will be returned within five business days.

Within five business days of cancellation of an offering by the Company, the Company will give each investor notification of the cancellation, disclose the reason for the cancellation, identify the refund amount the Investor will receive, and refund the Investor’s funds.

The Company’s right to cancel. The Investment Agreement you will execute with us provides the Company the right to cancel for any reason before the offering deadline.

If the sum of the investment commitments from all investors does not equal or exceed the target offering amount at the time of the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

Ownership and Capital Structure

THE OFFERING

13. Describe the terms of the securities being offered.

Convertible note with \$9,000,000.00 valuation cap; 20.000% discount; 6.0% interest. See exact security attached as [Appendix B, Investor Contracts](#).

Type of Security: Convertible Promissory Notes ("Notes").

Amount to be Offered: The goal of the raise is \$50,000.00

Valuation Cap: \$9,000,000.00

Discount Rate: 80%

Maturity Date: 24 months from the Effective Date.

Interest Rate: 6.0%. Interest shall commence with the date of the convertible note and shall continue on the outstanding principal amount until paid in full or converted. Interest shall be computed on the basis of a year of 365 days for the actual number of days elapsed. All unpaid interest and principal shall be due and payable upon request of the Majority Holders on or after the Maturity Date.

Early-Bird: Investors investing in the first \$200,000.00, will receive a valuation cap of \$7,200,000.00 and a discount of 20.000%.

Conversion and Repayment

(a) Conversion Upon Qualified Financing Conversion upon a Qualified Financing. In the event that the Company issues and sells its equity securities to investors (the "Investors") while this Note remains outstanding in an equity financing with total proceeds to the Company of not less than \$1000000 (excluding the conversion of the Notes or other convertible securities issued for capital raising purposes (e.g., Simple Agreements for Future Equity)) (a "Qualified Financing"), then the outstanding principal amount of this Note and any unpaid accrued interest shall automatically convert in whole without any further action by the Holder into Equity Securities sold in the Qualified Financing at a conversion price equal to the lesser of (i) the price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.8, and (ii) the quotient resulting from dividing \$9000000 by the number of outstanding shares of common stock of the Company immediately prior to the Qualified Financing (assuming conversion of all securities convertible into common stock and exercise of all outstanding options and warrants, but excluding the shares of equity securities of the Company issuable upon the conversion of the Notes or other convertible securities issued for capital raising purposes (e.g., Simple Agreements for Future Equity)). The issuance of Equity Securities pursuant to the conversion of this Note shall be upon and subject to the same terms and conditions applicable to Equity Securities sold in the Qualified Financing. Notwithstanding this paragraph, if the conversion price of the Notes as determined pursuant to this paragraph (the "Conversion Price") is less than the price per share at which Equity Securities are issued in the Qualified Financing, the Company may, solely at its option, elect to convert this Note into shares of a newly created series of preferred stock having the identical rights, privileges, preferences and restrictions as Equity Securities issued in the Qualified Financing, and otherwise on the same terms and conditions, other than with respect to (if applicable): (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Conversion Price; and (ii) the per share dividend, which will be the same percentage of the Conversion Price as applied to determine the per share dividends of the Investors in the Qualified Financing relative to the purchase price paid by the Investors.

(b) Conversion upon a Change of Control. If the Company consummates a Change of Control (as defined in the Convertible Note) while this Note remains outstanding, the Company shall repay the Holder in cash in an amount equal to the outstanding principal amount of this Note plus any unpaid accrued interest on the original principal. For purposes of this Note, a "Change of Control" means (i) a consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization continue to represent a majority of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; (ii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; or (iii) the sale or transfer of all or substantially all of the Company's assets, or the exclusive license of all or substantially all of the Company's material intellectual property; provided that a Change of Control shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor, indebtedness of the Company is cancelled or converted or a combination thereof. The Company shall give the Holder notice of a Change of Control not less than 10 days prior to the anticipated date of consummation of the Change of Control. Any repayment pursuant to this paragraph in connection with a Change of Control shall be subject to any required tax withholdings, and may be made by the Company (or any party to such Change of Control or its agent) following the Change of Control in connection with payment procedures established in connection with such Change of Control.

(c) Procedure for Conversion. Procedure for Conversion. In connection with any conversion of this Note into capital stock, the Holder shall surrender this Note to the Company and deliver to the Company any documentation reasonably required by the Company (including, in the case of a Qualified Financing, all financing documents executed by the Investors in connection with such Qualified Financing). The Company shall not be required to issue or deliver the capital stock into which this Note may convert until the Holder has surrendered this Note to the

Company and delivered to the Company any such documentation. Upon the conversion of this Note into capital stock pursuant to the terms hereof, in lieu of any fractional shares to which the Holder would otherwise be entitled, the Company shall pay the Holder cash equal to such fraction multiplied by the price at which this Note converts.

(d) Interest Accrual. If a Change of Control or Qualified Financing is consummated, all interest on this Note shall be deemed to have stopped accruing as of a date selected by the Company that is up to 10 days prior to the signing of the definitive agreement for the Change of Control or Qualified Financing.

Senior Indebtedness

The indebtedness evidenced by this Note is subordinated in right of payment to the prior payment in full of any Senior Indebtedness in existence on the date of this Note or hereafter incurred. "Senior Indebtedness" shall mean, unless expressly subordinated to or made on a parity with the amounts due under this Note, all amounts due in connection with (i) indebtedness of the Company to banks or other lending institutions regularly engaged in the business of lending money (excluding venture capital, investment banking or similar institutions and their affiliates, which sometimes engage in lending activities but which are primarily engaged in investments in equity securities), and (ii) any such indebtedness or any debentures, notes or other evidence of indebtedness issued in exchange for such Senior Indebtedness, or any indebtedness arising from the satisfaction of such Senior Indebtedness by a guarantor.

Securities Issued by the SPV

Instead of issuing its securities directly to investors, the Company has decided to issue its securities to the SPV, which will then issue interests in the SPV to investors. The SPV has been formed by Wefunder Admin, LLC and is a co-issuer with the Company of the securities being offered in this offering. The Company's use of the SPV is intended to allow investors in the SPV to achieve the same economic exposure, voting power, and ability to assert State and Federal law rights, and receive the same disclosures, as if they had invested directly in the Company. The Company's use of the SPV will not result in any additional fees being charged to investors.

The SPV has been organized and will be operated for the sole purpose of directly acquiring, holding and disposing of the Company's securities, will not borrow money and will use all of the proceeds from the sale of its securities solely to purchase a single class of securities of the Company. As a result, an investor investing in the Company through the SPV will have the same relationship to the Company's securities, in terms of number, denomination, type and rights, as if the investor invested directly in the Company.

Voting Rights

If the securities offered by the Company and those offered by the SPV have voting rights, those voting rights may be exercised by the investor or his or her proxy. The applicable proxy is the Lead Investor, if the Proxy (described below) is in effect.

Proxy to the Lead Investor

The SPV securities have voting rights. With respect to those voting rights, the investor and his, her, or its transferees or assignees (collectively, the "Investor"), through a power of attorney granted by Investor in the Investor Agreement, has appointed or will appoint the Lead Investor as the Investor's true and lawful proxy and attorney (the "Proxy") with the power to act alone and with full power of substitution, on behalf of the Investor to: (i) vote all securities related to the Company purchased in an offering hosted by Wefunder Portal, and (ii) execute, in connection with such voting power, any instrument or document that the Lead Investor determines is necessary and appropriate in the exercise of his or her authority. Such Proxy will be irrevocable by the Investor unless and until a successor lead investor ("Replacement Lead Investor") takes the place of the Lead Investor. Upon notice that a Replacement Lead Investor has taken the place of the Lead Investor, the Investor will have five (5) calendar days to revoke the Proxy. If the Proxy is not revoked within the 5-day time period, it shall remain in effect.

Restriction on Transferability

The SPV securities are subject to restrictions on transfer, as set forth in the Subscription Agreement and the Limited Liability Company Agreement of Wefunder SPV, LLC, and may not be transferred without the prior approval of the Company, on behalf of the SPV.

14. Do the securities offered have voting rights?

- Yes
 No

15. Are there any limitations on any voting or other rights identified above?

See the above description of the Proxy to the Lead Investor.

16. How may the terms of the securities being offered be modified?

Any term of this Note may be amended or waived with the written consent of the Company and the Holder. In addition, any term of this Note may be amended or waived with the written consent of the Company and the Majority Holders. Upon the effectuation of such waiver or amendment with the consent of the Majority Holders in conformance with this paragraph, such amendment or waiver shall be effective as to, and binding against the holders of, all of the Notes, and the Company shall promptly give written notice thereof to the Holder if the Holder has not previously consented to such amendment or waiver in writing; provided that the failure to give such notice shall not affect the validity of such amendment or waiver.

Pursuant to authorization in the Investor Agreement between each Investor and Wefunder Portal, Wefunder Portal is authorized to take the following actions with respect to the investment contract between the Company and an investor:

- A. Wefunder Portal may amend the terms of an investment contract, provided that the amended terms are more favorable to the investor than the original terms; and
- B. Wefunder Portal may reduce the amount of an investor's investment if the reason for the reduction is that the Company's offering is oversubscribed.

RESTRICTIONS ON TRANSFER OF THE SECURITIES BEING OFFERED:

The securities being offered may not be transferred by any purchaser of such securities during the one year period beginning when the securities were issued, unless such securities are transferred:

1. to the issuer;
2. to an accredited investor;
3. as part of an offering registered with the U.S. Securities and Exchange Commission; or
4. to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

NOTE: The term "accredited investor" means any person who comes within any of the categories set forth in Rule 501(a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person.

The term "member of the family of the purchaser or the equivalent" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the purchaser, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

DESCRIPTION OF ISSUER'S SECURITIES

17. What other securities or classes of securities of the issuer are outstanding? Describe the material terms of any other outstanding securities or classes of securities of the issuer.

Class of Security	Securities (or Amount) Authorized	Securities (or Amount) Outstanding	Voting Rights
Preferred (Series A)	500,000	134,787	Yes <input type="checkbox"/>
Common Stock	500,000	183,078	No <input type="checkbox"/>

Class of Security	Securities Reserved for Issuance upon Exercise or Conversion
Warrants:	3.27%
Options:	None

Describe any other rights:

Series A Preferred has liquidation preferences over Common Stock.

18. How may the rights of the securities being offered be materially limited, diluted or qualified by the rights of any other class of security identified above?

The holders of a majority-in-interest of voting rights in the Company could limit the Investor's rights in a material way. For example, those interest holders could vote to change the terms of the agreements governing the Company's operations or cause the Company to engage in additional offerings (including potentially a public offering). These changes could result in further limitations on the voting rights the Investor will have as an owner of equity in the Company, for example by diluting those rights or limiting them to certain types of events or consents. To the

extent applicable, in cases where the rights of holders of convertible debt, SAFES, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an Investor's interests in the Company may be diluted. This means that the pro-rata portion of the Company represented by the Investor's securities will decrease, which could also diminish the Investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional equity, an Investor's interest will typically also be diluted. Based on the risk that an Investor's rights could be limited, diluted or otherwise qualified, the Investor could lose all or part of his or her investment in the securities in this offering, and may never see positive returns. Additional risks related to the rights of other security holders are discussed below, in Question 20.

19. Are there any differences not reflected above between the securities being offered and each other class of security of the issuer?

No.

20. How could the exercise of rights held by the principal shareholders identified in Question 6 above affect the purchasers of the securities being offered?

As holders of a majority-in-interest of voting rights in the Company, **the shareholders** may make decisions with which the Investor disagrees, or that negatively affect the value of the Investor's securities in the Company, and the Investor will have no recourse to change these decisions. The Investor's interests may conflict with those of other investors, and there is no guarantee that the Company will develop in a way that is optimal for or advantageous to the Investor.

For example, **the shareholders** may change the terms of the articles of incorporation for the company, change the terms of securities issued by the Company, change the management of the Company, and even force out minority holders of securities. **The shareholders** may make changes that affect the tax treatment of the Company in ways that are unfavorable to you but favorable to them. They may also vote to engage in new offerings and/or to register certain of the Company's securities in a way that negatively affects the value of the securities the Investor owns. Other holders of securities of the Company may also have access to more information than the Investor, leaving the Investor at a disadvantage with respect to any decisions regarding the securities he or she owns.

The shareholders have the right to redeem their securities at any time. **Shareholders** could decide to force the Company to redeem their securities at a time that is not favorable to the Investor and is damaging to the Company. Investors' exit may affect the value of the Company and/or its viability.

In cases where the rights of holders of convertible debt, SAFES, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an Investor's interests in the Company may be diluted. This means that the pro-rata portion of the Company represented by the Investor's securities will decrease, which could also diminish the Investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional stock, an Investor's interest will typically also be diluted.

21. How are the securities being offered being valued? Include examples of methods for how such securities may be valued by the issuer in the future, including during subsequent corporate actions.

The offering price for the securities offered pursuant to this Form C has been determined arbitrarily by the Company, and does not necessarily bear any relationship to the Company's book value, assets, earnings or other generally accepted valuation criteria. In determining the offering price, the Company did not employ investment banking firms or other outside organizations to make an independent appraisal or evaluation. Accordingly, the offering price should not be considered to be indicative of the actual value of the securities offered hereby.

The initial amount invested in a Convertible Note is determined by the investor, and we do not guarantee that the Convertible Note will be converted into any particular number of shares. As discussed in Question 13, when we engage in an offering of equity involving Stock, Investors may receive a number of shares of Preferred Stock calculated as either the conversion price equal to the lesser of (i) 80% of the price paid per share for Equity Securities by the Investors in the Qualified Financing or (ii) the price equal to the quotient of the valuation cap of \$9,000,000.00 (the "Valuation Cap") divided by the aggregate number of outstanding shares of the Company's stock as of immediately prior to the initial closing of the Qualified Financing (assuming full conversion or exercise of all convertible and exercisable securities then outstanding, but excluding the shares of equity securities of the Company issuable upon the conversion of the Notes or any other debt). Because there will likely be no public market for our securities prior to an initial public offering or similar liquidity event, the price of the Stock that Investors will receive, and/or the total value of the Company's capitalization, will be determined by our board of directors. Among the factors we may consider in determining the price of Stock are prevailing market conditions, our financial information, market valuations of other companies that we believe to be comparable to us, estimates of our business potential, the present state of our development and other factors deemed relevant. In the future, we will perform valuations of our units that take into account, as applicable, factors such as the following:

- unrelated third party valuations;
- the price at which we sell other securities in light of the relative rights, preferences and privileges of those
- our results of operations, financial position and capital resources;

- our results of operations, financial position and capital resources;
- current business conditions and projections;
- the marketability or lack thereof of the securities;
- the hiring of key personnel and the experience of our management;
- the introduction of new products;
- the risk inherent in the development and expansion of our products;
- our stage of development and material risks related to our business;
- the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company given the
- market conditions and the nature and history of our business;
- industry trends and competitive environment;
- trends in consumer spending, including consumer confidence;
- overall economic indicators, including gross domestic product, employment, inflation and interest rates; and
- the general economic outlook.

We will analyze factors such as those described above using a combination of financial and market-based methodologies to determine our business enterprise value. For example, we may use methodologies that assume that businesses operating in the same industry will share similar characteristics and that the Company's value will correlate to those characteristics, and/or methodologies that compare transactions in similar securities issued by us that were conducted in the market.

22. What are the risks to purchasers of the securities relating to minority ownership in the issuer?

An Investor in the Company will likely hold a minority position in the Company, and thus be limited as to its ability to control or influence the governance and operations of the Company.

The marketability and value of the Investor's interest in the Company will depend upon many factors outside the control of the Investor. The Company will be managed by its officers and be governed in accordance with the strategic direction and decision-making of its Board Of Directors, and the Investor will have no independent right to name or remove an officer or member of the Board Of Directors of the Company.

Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured.

The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

23. What are the risks to purchasers associated with corporate actions, including additional issuances of securities, issuer repurchases of securities, a sale of the issuer or of assets of the issuer or transactions with related parties?

Additional issuances of securities. Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured. The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

Issuer repurchases of securities. The Company may have authority to repurchase its securities from shareholders, which may serve to decrease any liquidity in the market for such securities, decrease the percentage interests held by other similarly situated investors to the Investor, and create pressure on the Investor to sell its securities to the Company concurrently.

A sale of the issuer or of assets of the issuer. As a minority owner of the Company, the Investor will have limited or no ability to influence a potential sale of the Company or a substantial portion of its assets. Thus, the Investor will rely upon the executive management of the Company and the Board of Directors of the Company to manage the Company so as to maximize value for shareholders. Accordingly, the success of the Investor's investment in the Company will depend in large part upon the skill and expertise of the executive management of the Company and the Board of Directors of the Company. If the Board Of Directors of the Company authorizes a sale of all or a part of the Company, or a disposition of

a substantial portion of the Company's assets, there can be no guarantee that the value received by the Investor, together with the fair market estimate of the value remaining in the Company, will be equal to or exceed the value of the Investor's initial investment in the Company.

Transactions with related parties. The Investor should be aware that there will be occasions when the Company may encounter potential conflicts of interest in its operations. On any issue involving conflicts of interest, the executive management and Board of Directors of the Company will be guided by their good faith judgement as to the Company's best interests. The Company may engage in transactions with affiliates, subsidiaries or other related parties, which may be on terms which are not arm's-length, but will be in all cases consistent with the duties of the management of the Company to its shareholders. By acquiring an interest in the Company, the Investor will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

24. Describe the material terms of any indebtedness of the issuer:

Loan

Lender	NTEC, Inc.
Issue date	05/26/11
Amount	\$29,397.00
Outstanding principal plus interest	\$86,489.63 as of 08/22/21
Interest rate	7.0% per annum
Maturity date	05/27/12
Reason for late payments	Original lender dissolved. This note was combined with several other older notes, hence the current \$78,098 outstanding balance due. No maturity date. There is no one to pay back at this time, so the debt is de facto canceled.

Loan

Lender	Jim Carroll Jones, Jr.
Issue date	06/23/17
Amount	\$1,150.00
Outstanding principal plus interest	\$1,968.00 as of 01/16/22
Interest rate	12.7% per annum
Reason for late payments	accrued interest

no maturity

Loan

Lender	Sail Community Capital
Issue date	01/25/20
Amount	\$6,791.00
Outstanding principal plus interest	\$7,219.32 as of 02/27/22
Interest rate	19.56% per annum
Maturity date	08/10/22
Current with payments	Yes

Repayment agreement with interest.

Loan

Lender	Susan McPeak
Issue date	05/18/21
Amount	\$20,000.00
Outstanding principal plus interest	\$24,403.80 as of 02/27/22
Interest rate	12.7% per annum
Maturity date	05/14/22
Reason for late payments	carried interest

Loan

Lender	Norbert Wank
Issue date	12/29/21
Amount	\$8,350.00
Outstanding principal plus interest	\$8,579.00 as of 02/27/22

Interest rate	6.0% per annum
Maturity date	12/31/22
Reason for late payments	carried interest

Convertible Note

Issue date	01/16/22
Amount	\$37,848.00
Interest rate	6.0% per annum
Discount rate	20.0%
Valuation cap	\$9,000,000.00
Maturity date	01/17/24

Securities sold in the Qualified Financing at a conversion price equal to the lesser of (i) the price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.80, OR (ii) the quotient resulting from dividing \$9,000,000 by the number of outstanding shares of common stock of the Company immediately prior to the Qualified Financing.

On Feb 12, 2022 the Note Holder exchanged a Promissory Note dated January 17, 2022 with total principal amount of Euro 33,320.00 and no interest (0/100 Dollars), for this Promissory Convertible Note ("Exchange Note"), and fully releases the Company of its obligation under the Promissory Note by accepting the exchange to a Convertible Promissory Note 20a with all of its terms and conditions in its entirety.

Convertible Note

Issue date	02/11/22
Amount	\$151,371.00
Interest rate	6.0% per annum
Discount rate	20.0%
Valuation cap	\$9,000,000.00
Maturity date	02/12/24

Qualified Financing at a conversion price equal to the lesser of (i) the price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.80, OR (ii) the quotient resulting from dividing \$9,000,000 by the number of outstanding shares of common stock of the Company immediately prior to the Qualified Financing.

The Note Holder fully releases the Company of its obligation under the Old Notes by accepting the exchange to a new Convertible Promissory Note 05a ("Exchange Note") with all of its terms and conditions in its entirety, and accept the new Principal Amount of \$151,371.52, which is equal the sum of the old principal amount and accrued interest from the execution date of the Old Notes until February 10, 2022.

Convertible Note

Issue date	02/12/22
Amount	\$20,124.00
Interest rate	6.0% per annum
Discount rate	20.0%
Valuation cap	\$9,000,000.00
Maturity date	02/13/24

Securities sold in the Qualified Financing at a conversion price equal to the lesser of (i) the price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.80, OR (ii) the quotient resulting from dividing \$9,000,000 by the number of outstanding shares of common stock of the Company immediately prior to the Qualified Financing.

The Note Holder has invested the total principal amount of \$7,500.00 into infiniRel Corporation in form of Convertible Promissory Note 009 ("Old Note"), which maturity date has passed. The Note Holder fully releases the Company of its obligation under the Old Note by accepting the exchange to a new Convertible Promissory Note 009a ("Exchange Note") with all of its terms and conditions in its entirety, and accept the new Principal Amount of \$20,124.60, which is equal the sum of the old principal amount and accrued interest from the execution date of the Old Note until February 10, 2022.

Convertible Note

Issue date	02/14/22
Amount	\$9,897.00
Interest rate	6.0% per annum
Discount rate	20.0%
Valuation cap	\$9,000,000.00
Maturity date	02/15/24

Discount rate	20.0%
Valuation cap	\$9,000,000.00
Maturity date	02/15/24

Qualified Financing at a conversion price equal to the lesser of (i) the price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.80, OR (ii) the quotient resulting from dividing \$9,000,000 by the number of outstanding shares of common stock of the Company immediately prior to the Qualified Financing.

The Note Holder fully releases the Company of its obligation under the Old Note by accepting the exchange to a new Convertible Promissory Note 04a ("Exchange Note") with all of its terms and conditions in its entirety, and accept the new Principal Amount of \$9,897.16, which is equal the sum of the old principal amount (\$5,000.00) and accrued interest from the execution date of the Old Notes until February 10, 2022.

Convertible Note

Issue date	02/14/22
Amount	\$99,057.00
Interest rate	6.0% per annum
Discount rate	20.0%
Valuation cap	\$9,000,000.00
Maturity date	02/15/24

Equity Securities sold in the Qualified Financing at a conversion price equal to the lesser of (i) the price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.80, OR (ii) the quotient resulting from dividing \$9,000,000 by the number of outstanding shares of common stock of the Company immediately prior to the Qualified Financing

The Note Holder has invested the total principal amount of \$58,853.29 into infiniRel Corporation in form of Convertible Promissory Notes 1, 3, 10-14, 14a-e ("Old Notes"), which maturity date has passed. The Note Holder fully releases the Company of its obligation under the Old Note by accepting the exchange to a new Convertible Promissory Note 1a ("Exchange Note") with all of its terms and conditions in its entirety, and accept the new Principal Amount of \$99,057.91, which is equal the sum of the old principal amount and accrued interest from the execution date of the Old Notes until February 10, 2022.

Convertible Note

Issue date	02/16/22
Amount	\$152,973.00
Interest rate	6.0% per annum
Discount rate	20.0%
Valuation cap	\$9,000,000.00
Maturity date	02/17/24

Qualified Financing at a conversion price equal to the lesser of (i) the price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.80, OR (ii) the quotient resulting from dividing \$9,000,000 by the number of outstanding shares of common stock of the Company immediately prior to the Qualified Financing

The Note Holder fully releases the Company of its obligation under the Old Notes by accepting the exchange to a new Convertible Promissory Note 02a ("Exchange Note") with all of its terms and conditions in its entirety, and accept the new Principal Amount of \$152,973.96, which is equal the sum of the old principal amount and accrued interest from the execution date of the Old Notes until February 10, 2022.

Convertible Note

Issue date	02/16/22
Amount	\$71,008.00
Interest rate	6.0% per annum
Discount rate	20.0%
Valuation cap	\$9,000,000.00
Maturity date	02/17/24

Equity Securities sold in the Qualified Financing at a conversion price equal to the lesser of (i) the price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.80, OR (ii) the quotient resulting from dividing \$9,000,000 by the number of outstanding shares of common stock of the Company immediately prior to the Qualified Financing.

The Note Holder has invested the total principal amount of \$25,000.00 into infiniRel

Corporation in form of Convertible Promissory Note 008 ("Old Note"), which maturity date has passed. The Note Holder fully releases the Company of its obligation under the Old Note by accepting the exchange to a new Convertible Promissory Note 008a ("Exchange Note") with all of its terms and conditions in its entirety, and accept the new Principal Amount of \$71,008.14, which is equal the sum of the old principal amount and accrued interest from the execution date of the Old Note until February 10, 2022.

Convertible Note

Issue date	02/16/22
Amount	\$71,008.00
Interest rate	6.0% per annum
Discount rate	20.0%
Valuation cap	\$9,000,000.00
Maturity date	02/17/24

Equity Securities sold in the Qualified Financing at a conversion price equal to the lesser of (i) the price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.80, OR (ii) the quotient resulting from dividing \$9,000,000 by the number of outstanding shares of common stock of the Company immediately prior to the Qualified Financing.

The Note Holder has invested the total principal amount of \$25,000.00 into infiniRel Corporation in form of Convertible Promissory Note 008 ("Old Note"), which maturity date has passed. The Note Holder fully releases the Company of its obligation under the Old Note by accepting the exchange to a new Convertible Promissory Note 008a ("Exchange Note") with all of its terms and conditions in its entirety, and accept the new Principal Amount of \$71,008.14, which is equal the sum of the old principal amount and accrued interest from the execution date of the Old Note until February 10, 2022.

Convertible Note

Issue date	02/16/22
Amount	\$66,865.00
Interest rate	6.0% per annum
Discount rate	20.0%
Valuation cap	\$9,000,000.00
Maturity date	02/17/24

Equity Securities sold in the Qualified Financing at a conversion price equal to the lesser of (i) the price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.80, OR (ii) the quotient resulting from dividing \$9,000,000 by the number of outstanding shares of common stock of the Company immediately prior to the Qualified Financing.

The Note Holder has invested the total principal amount of \$50,000.00 into infiniRel Corporation in form of Convertible Promissory Note 19 and 19a ("Old Notes"), which maturity date has passed. The Note Holder fully releases the Company of its obligation under the Old Note by accepting the exchange to a new Convertible Promissory Note 19b ("Exchange Note") with all of its terms and conditions in its entirety, and accept the new Principal Amount of \$66,865.76, which is equal the sum of the old principal amount and accrued interest from the execution date of the Old Notes until February 10, 2022.

Convertible Note

Issue date	02/20/22
Amount	\$8,289.00
Interest rate	6.0% per annum
Discount rate	20.0%
Valuation cap	\$9,000,000.00
Maturity date	02/21/24

The Note Holder fully releases the Company of its obligation under the Old Note by accepting the exchange to a new Convertible Promissory Note 18d ("Exchange Note") with all of its terms and conditions in its entirety, and accept the new Principal Amount of \$8,289.79, which is equal the sum of the old principal amount and accrued interest from the execution date of the Old Notes until February 10, 2022.

Securities sold in the Qualified Financing at a conversion price equal to the lesser of (i) the price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.80, OR (ii) the quotient resulting from dividing \$9,000,000 by the number of outstanding shares of common stock of the Company immediately prior to the Qualified Financing.

Convertible Note

Convertible Note

Issue date	03/01/22
Amount	\$2,870.00
Interest rate	6.0% per annum
Discount rate	20.0%
Valuation cap	\$9,000,000.00
Maturity date	03/02/24

The Note Holder fully releases the Company of its obligation under the Old Note by accepting the exchange to a new Convertible Promissory Note 015b ("Exchange Note") with all of its terms and conditions in its entirety, and accept the new Principal Amount of \$2,870.15, which is equal the sum of the old principal amount and accrued interest from the execution date of the Old Notes until February 10, 2022.

Securities sold in the Qualified Financing at a conversion price equal to the lesser of (i) the price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.80, OR (ii) the quotient resulting from dividing \$9,000,000 by the number of outstanding shares of common stock of the Company immediately prior to the Qualified Financing

None.

INSTRUCTION TO QUESTION 24: name the creditor, amount owed, interest rate, maturity date, and any other material terms.

25. What other exempt offerings has the issuer conducted within the past three years?

Offering Date	Exemption	Security Type	Amount Sold	Use of Proceeds
3/2020	Section 4(a)(2)		\$50,000	General operations
6/2020	Section 4(a)(2)		\$10,000	General operations
7/2020	Section 4(a)(2)		\$100,000	General operations
7/2020	Section 4(a)(2)		\$75,000	General operations
12/2020	Section 4(a)(2)		\$150,000	General operations
10/2021	Section 4(a)(2)		\$5,000	General operations
1/2022	Regulation D, Rule 506(c)	Convertible Note	\$37,848	General operations
2/2022	Regulation D, Rule 506(c)	Convertible Note	\$151,371	General operations
2/2022	Regulation D, Rule 506(c)	Convertible Note	\$20,124	General operations
2/2022	Regulation D, Rule 506(b)	Convertible Note	\$99,057	General operations
2/2022	Regulation D, Rule 506(c)	Convertible Note	\$9,897	General operations
2/2022	Regulation D, Rule 506(c)	Convertible Note	\$66,865	General operations
2/2022	Regulation D, Rule 506(c)	Convertible Note	\$71,008	General operations
2/2022	Regulation D, Rule 506(c)	Convertible Note	\$71,008	General operations
2/2022	Regulation D, Rule 506(c)	Convertible Note	\$152,973	General operations
2/2022	Regulation D, Rule 506(c)	Convertible Note	\$8,289	General operations
3/2022	Regulation D, Rule 506(c)	Convertible Note	\$2,870	General operations

26. Was or is the issuer or any entities controlled by or under common control with the issuer a party to any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, where the amount involved exceeds five percent of the aggregate amount of capital raised by the issuer in reliance on Section 4(a)(6) of the Securities Act during the preceding 12- month period, including the amount the issuer seeks to raise in the current offering, in which any of the following persons had or is to have a direct or indirect material interest:

1. any director or officer of the issuer;
2. any person who is, as of the most recent practicable date, the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power;
3. if the issuer was incorporated or organized within the past three years, any promoter of the issuer;

4. or (4) any immediate family member of any of the foregoing persons.

- Yes
 No

For each transaction specify the person, relationship to issuer, nature of interest in transaction, and amount of interest.

Name NTEC, Inc.
Amount Invested \$29,397.00
Transaction type Loan
Issue date 05/26/11
Outstanding principal plus interest \$86,489.63 as of 08/22/21
Interest rate 7.0% per annum
Maturity date 05/27/12
Relationship incubator

Name Jim Carroll Jones, Jr.
Amount Invested \$1,150.00
Transaction type Loan
Issue date 06/23/17
Outstanding principal plus interest \$1,968.00 as of 01/16/22
Interest rate 12.7% per annum
Relationship landlord

Name Sail Community Capital
Amount Invested \$6,791.00
Transaction type Loan
Issue date 01/25/20
Outstanding principal plus interest \$7,219.32 as of 02/27/22
Interest rate 19.56% per annum
Maturity date 08/10/22
Current with payments Yes
Relationship promoter

Name Susan McPeak
Amount Invested \$20,000.00
Transaction type Loan
Issue date 05/18/21
Outstanding principal plus interest \$24,403.80 as of 02/27/22
Interest rate 12.7% per annum
Maturity date 05/14/22
Relationship landlord

Name Norbert Wank
Amount Invested \$8,350.00
Transaction type Loan
Issue date 12/29/21
Outstanding principal plus interest \$8,579.00 as of 02/27/22
Interest rate 6.0% per annum
Maturity date 12/31/22
Relationship CEO

Name Andreas Schneider
Amount Invested \$37,848.00
Transaction type Convertible note
Issue date 01/16/22
Interest rate 6.0% per annum
Discount rate 20.0%
Maturity date 01/17/24
Valuation cap \$9,000,000.00
Relationship Advisor CMO

Name Doug Knabe
Amount Invested \$9,897.00
Transaction type Convertible note

Issue date 02/14/22
Interest rate 6.0% per annum
Discount rate 20.0%
Maturity date 02/15/24
Valuation cap \$9,000,000.00
Relationship former employee

Name Norbert Wank
Amount Invested \$99,057.00
Transaction type Convertible note
Issue date 02/14/22
Interest rate 6.0% per annum
Discount rate 20.0%
Maturity date 02/15/24
Valuation cap \$9,000,000.00
Relationship CEO

Name William H. Allen
Amount Invested \$8,289.00
Transaction type Convertible note
Issue date 02/20/22
Interest rate 6.0% per annum
Discount rate 20.0%
Maturity date 02/21/24
Valuation cap \$9,000,000.00
Relationship VP Operations

INSTRUCTIONS TO QUESTION 26: The term transaction includes, but is not limited to, any financial transaction, arrangement or relationship (including any indebtedness or guarantee of indebtedness) or any series of similar transactions, arrangements or relationships.

Beneficial ownership for purposes of paragraph (2) shall be determined as of a date that is no more than 120 days prior to the date of filing of this offering statement and using the same calculation described in Question 6 of this Question and Answer format.

The term "member of the family" includes any child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the person, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

Compute the amount of a related party's interest in any transaction without regard to the amount of the profit or loss involved in the transaction. Where it is not practicable to state the approximate amount of the interest, disclose the approximate amount involved in the transaction.

FINANCIAL CONDITION OF THE ISSUER

27. Does the issuer have an operating history?

- Yes
 No

28. Describe the financial condition of the issuer, including, to the extent material, liquidity, capital resources and historical results of operations.

Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and the related notes and other financial information included elsewhere in this offering. Some of the information contained in this discussion and analysis, including information regarding the strategy and plans for our business, includes forward-looking statements that involve risks and uncertainties. You should review the "Risk Factors" section for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

infiniRel improves uptime and the bottom line for solar and other renewable energy producers with a patented, award-winning tool that improves the effectiveness of energy systems.

infiniRel's technology will be required for operators that are at utility-scale for their critical power electronics in solar and energy storage systems. We will maintain a double-digit share of the solar market, and achieve triple-digit revenues. In Year 5 we will be proven and validated, ready to integrate into EVs on the road and in the sky. Forward-looking projections cannot be guaranteed.

Given the Company's limited operating history, the Company cannot reliably estimate how much revenue it will receive in the future, if any.

Milestones

infiniRel Corporation was incorporated in the State of Texas in July 2009.

Since then, we have:

- \$400K+ in prizes & vouchers from U.S. Department of Energy & California Energy Commission.
- Patents granted for U.S. & key European markets.
- Projected revenue from multi-year service contracts by 2026: \$160 million.
- First customer signed. Three customer LOIs.
- Team of global renewable energy industry veterans with strong track records.
- infiniRel technology increases clean energy reliability, stability & affordability.
- Saves consumers money & decreases CO2 emissions from fossil fuels.

Historical Results of Operations

- *Revenues & Gross Margin.* For the period ended June 30, 2021, the Company had revenues of \$167,500 compared to the year ended June 30, 2020, when the Company had revenues of \$69,393. Our gross margin was 82.09% in fiscal year 2021, compared to 100.0% in 2020.
- *Assets.* As of June 30, 2021, the Company had total assets of \$99,340, including \$19,092 in cash. As of June 30, 2020, the Company had \$73,160 in total assets, including \$7,363 in cash.
- *Net Loss.* The Company has had net losses of \$39,927 and net losses of \$57,234 for the fiscal years ended June 30, 2021 and June 30, 2020, respectively.
- *Liabilities.* The Company's liabilities totaled \$670,342 for the fiscal year ended June 30, 2021 and \$604,234 for the fiscal year ended June 30, 2020.

Related Party Transaction

Refer to Question 26 of this Form C for disclosure of all related party transactions.

Liquidity & Capital Resources

To-date, the company has been financed with \$65,688 in debt and \$691,310 in convertibles.

After the conclusion of this Offering, should we hit our minimum funding target, our projected runway is 12 months before we need to raise further capital.

We plan to use the proceeds as set forth in this Form C under "Use of Funds". We don't have any other sources of capital in the immediate future.

We will likely require additional financing in excess of the proceeds from the Offering in order to perform operations over the lifetime of the Company. We plan to raise capital in 6 months. Except as otherwise described in this Form C, we do not have additional sources of capital other than the proceeds from the offering. Because of the complexities and uncertainties in establishing a new business strategy, it is not possible to adequately project whether the proceeds of this offering will be sufficient to enable us to implement our strategy. This complexity and uncertainty will be increased if less than the maximum amount of securities offered in this offering is sold. The Company intends to raise additional capital in the future from investors. Although capital may be available for early-stage companies, there is no guarantee that the Company will receive any investments from investors.

Runway & Short/Mid Term Expenses

infiniRel Corporation cash in hand is \$2,553.52, as of February 2022. Over the last three months, revenues have averaged \$0/month, cost of goods sold has averaged \$0/month, and operational expenses have averaged \$1,636/month, for an average burn rate of \$1,636 per month. Our intent is to be profitable in 40 months.

Since June 30, 2021, the company has taken \$2,035 in convertible debt from our advisor and acting CMO, \$8,350 as a promissory note from its CEO, and \$2,000 as a promissory note from another advisor, as the company has been developing its

a promissory note from another advisor, as the company has been depleting its cash reserves and is relying on additional funding from inside and outside sources to maintain operational. Both promissory and convertible promissory notes carry 6% p.a. interest. As of February 28, 2022, the company has a total of \$31,093 in accrued interest for promissory notes, out of which \$25,351 are not payable because the lender has seized operations without successor, but carried on the books.

Invoices from its advisor and acting CMO of 33,320 Euro have been converted from Accounts Payable to a Promissory Note, which was exchanged on 2/13/2022 it into a Convertible Promissory Note. Similarly, we have exchanged all external prior defaulted convertible notes, of which multiple notes were issued to the same holder at different times, with a single new convertible note for each convertible note holders on record, and exchanged all but one convertible note of holder who were former employees, except one non-responsive note holder. Per paragraph 4. (c)ii of each former note, there is no legal basis for any action against the company, as Majority Holders have agreed to the new terms of the Exchange Note.

The company has recently delivered its milestones M3 and M4 under the CalSEED grant agreement and has received confirmation of a schedule of payment of \$75,000 within 30-45 days for M3, which is allowing it to pay-off accounts or make payment arrangements with its creditors. Additional payment for M4 of \$7,500 is expected to be received within 90 days.

The company has identified one immediate client, which it can sell some of its existing data and some data and consulting services to within the next three months, potentially with no additional investment.

We need to raise \$200,000 to be able to build three field-deployable inverter health scanners and the cloud infrastructure to demonstrate the benefits and performance of our solution to our pilot test agreement partner on a small portion of its target solar plant, which will let us start generating revenue. A successful demonstration will start the negotiation of the services fees for our long-term service agreement with the client within six months.

We will also convert additional three Letters-of-Intent to revenue contracts, and proceed with the solicitation of our service and inclusion into microgrid projects with two independent microgrid project developers the company has developed business discussions. These projects may include an upfront payment to infiniRel upon our client's successful project financing. Upfront payments will finance the required health scanner hardware, to be built during the microgrid project construction phase, but are contingent on our client closing their Power Purchase Agreements (PPAs) with their clients, and our successful negotiation of our Service Level Agreements.

The company needs to raise \$13.6M in additional institutional capital to scale the business to profitability within 40 months after reaching its funding goals. This is also contingent on meeting its revenue objectives. We believe we can accomplish this in our 40 month target.

Outside of funds raised through Wefunder, the company is actively pursuing to sell its data and consulting services to remain operational, and has identified two near term potential clients. In parallel, we will consider to offer a Reg 506c investment opportunity to accredited investors, and pursue technology out-licensing of our patent(s) to non-core markets that would benefit from our technology, for example in aerospace, space, or similar markets which demand high reliability or have a high cost of failure. Additionally, we will apply to incubation and accelerator programs such as Rocketfund in March and CalTestBed in Q2/22. There are no other current sources of funding to cover short term burn.

Any projections in the above narrative are forward-looking and not guaranteed.

INSTRUCTIONS TO QUESTION 28: The discussion must cover each year for which financial statements are provided. For issuers with no prior operating history, the discussion should focus on financial milestones and operational, liquidity and other challenges. For issuers with an operating history, the discussion should focus on whether historical results and cash flows are representative of what investors should expect in the future. Take into account the proceeds of the offering and any other known or pending sources of capital. Discuss how the proceeds from the offering will affect liquidity, whether receiving these funds and any other additional funds is necessary to the viability of the business, and how quickly the issuer anticipates using its available cash. Describe the other available sources of capital to the business, such as lines of credit or required contributions by shareholders. References to the issuer in this Question 28 and these instructions refer to the issuer and its predecessors, if any.

FINANCIAL INFORMATION

29. Include financial statements covering the two most recently completed fiscal years or the period(s) since inception, if shorter:

Refer to [Appendix C, Financial Statements](#)

I, Norbert Wank, certify that:

- (1) the financial statements of inifiniRel Corporation included in this Form are true and complete in all material respects ; and
- (2) the tax return information of inifiniRel Corporation included in this Form reflects accurately the information reported on the tax return for inifiniRel Corporation filed for the most recently completed fiscal year.

Norbert Wank
CEO

STAKEHOLDER ELIGIBILITY

30. With respect to the issuer, any predecessor of the issuer, any affiliated issuer, any director, officer, general partner or managing member of the issuer, any beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, any promoter connected with the issuer in any capacity at the time of such sale, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities, or any general partner, director, officer or managing member of any such solicitor, prior to May 16, 2016:

(1) Has any such person been convicted, within 10 years (or five years, in the case of issuers, their predecessors and affiliated issuers) before the filing of this offering statement, of any felony or misdemeanor:

- i. in connection with the purchase or sale of any security? Yes No
- ii. involving the making of any false filing with the Commission? Yes No
- iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? Yes No

(2) Is any such person subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the filing of the information required by Section 4A(b) of the Securities Act that, at the time of filing of this offering statement, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

- i. in connection with the purchase or sale of any security? Yes No
- ii. involving the making of any false filing with the Commission? Yes No
- iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? Yes No

(3) Is any such person subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

- i. at the time of the filing of this offering statement bars the person from:
 - A. association with an entity regulated by such commission, authority, agency or officer? Yes No
 - B. engaging in the business of securities, insurance or banking? Yes No
 - C. engaging in savings association or credit union activities? Yes No
- ii. constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct and for which the order was entered within the 10-year period ending on the date of the filing of this offering statement? Yes No

(4) Is any such person subject to an order of the Commission entered pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the filing of this offering statement:

- i. suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, investment adviser or funding portal? Yes No
- ii. places limitations on the activities, functions or operations of such person? Yes No
- iii. bars such person from being associated with any entity or from participating in the offering of any penny stock? Yes No

(5) Is any such person subject to any order of the Commission entered within five years before the filing of this offering statement that, at the time of the filing of this offering statement, orders the person to cease and desist from committing or causing a violation or future violation of:

- i. any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Investment Advisers Act of 1940 or any other rule or regulation thereunder? Yes No
- ii. Section 5 of the Securities Act? Yes No

(6) Is any such person suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?

Yes No

(7) Has any such person filed (as a registrant or issuer), or was any such person or was any such person named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before the filing of this offering statement, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is any such person, at the time of such filing, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?

Yes No

(8) Is any such person subject to a United States Postal Service false representation order entered within five years before the filing of the information required by Section 4A(b) of the Securities Act, or is any such person, at the time of filing of this offering statement, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?

Yes No

If you would have answered "Yes" to any of these questions had the conviction, order, judgment, decree, suspension, expulsion or bar occurred or been issued after May 16, 2016, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

INSTRUCTIONS TO QUESTION 30: Final order means a written directive or declaratory statement issued by a federal or state agency, described in Rule 503(a)(3) of Regulation Crowdfunding, under applicable statutory authority that provides for notice and an opportunity for hearing, which constitutes a final disposition or action by that federal or state agency.

No matters are required to be disclosed with respect to events relating to any affiliated issuer that occurred before the affiliation arose if the affiliated entity is not (i) in control of the issuer or (ii) under common control with the issuer by a third party that was in control of the affiliated entity at the time of such events.

OTHER MATERIAL INFORMATION

31. In addition to the information expressly required to be included in this Form, include:

- (1) any other material information presented to investors; and
- (2) such further material information, if any, as may be necessary to make the required statements, in the light of the circumstances under which they are made, not misleading.

The Lead Investor. As described above, each Investor that has entered into the Investor Agreement will grant a power of attorney to make voting decisions on behalf of that Investor to the Lead Investor (the "Proxy"). The Proxy is irrevocable unless and until a Successor Lead Investor takes the place of the Lead Investor, in which case, the Investor has a five (5) calendar day period to revoke the Proxy. Pursuant to the Proxy, the Lead Investor or his or her successor will make voting decisions and take any other actions in connection with the voting on Investors' behalf.

The Lead Investor is an experienced investor that is chosen to act in the role of Lead Investor on behalf of Investors that have a Proxy in effect. The Lead Investor will be chosen by the Company and approved by Wefunder Inc. and the identity of the initial Lead Investor will be disclosed to Investors before Investors make a final investment decision to purchase the securities related to the Company.

The Lead Investor can quit at any time or can be removed by Wefunder Inc. for cause or pursuant to a vote of investors as detailed in the Lead Investor Agreement. In the event the Lead Investor quits or is removed, the Company will choose a Successor Lead Investor who must be approved by Wefunder Inc. The identity of the Successor Lead Investor will be disclosed to Investors, and those that have a Proxy in effect can choose to either leave such Proxy in place or revoke such Proxy during a 5-day period beginning with notice of the replacement of the Lead Investor.

The Lead Investor will not receive any compensation for his or her services to the SPV. The Lead Investor may receive compensation if, in the future, Wefunder Advisors LLC forms a fund ("Fund") for accredited investors for the purpose of investing in a non-Regulation Crowdfunding offering of the Company. In such as circumstance, the Lead Investor may act as a portfolio manager for that Fund (and as a supervised person of Wefunder Advisors) and may be compensated through that role.

Although the Lead Investor may act in multiple roles with respect to the Company's offerings and may potentially be compensated for some of its services, the Lead Investor's goal is to maximize the value of the Company and therefore maximize the value of securities issued by or related to the Company. As a result, the Lead Investor's interests should always be aligned with those of Investors. It is, however, possible that in some limited circumstances the Lead Investor's interests could diverge from the interests of Investors, as discussed in section 8 above.

Investors that wish to purchase securities related to the Company through

Wefunder Portal must agree to give the Proxy described above to the Lead Investor, provided that if the Lead Investor is replaced, the Investor will have a 5-day period during which he or she may revoke the Proxy. If the Proxy is not revoked during this 5-day period, it will remain in effect.

Tax Filings. In order to complete necessary tax filings, the SPV is required to include information about each investor who holds an interest in the SPV, including each investor's taxpayer identification number ("TIN") (e.g., social security number or employer identification number). To the extent they have not already done so, each investor will be required to provide their TIN within the earlier of (i) two (2) years of making their investment or (ii) twenty (20) days prior to the date of any distribution from the SPV. If an investor does not provide their TIN within this time, the SPV reserves the right to withhold from any proceeds otherwise payable to the Investor an amount necessary for the SPV to satisfy its tax withholding obligations as well as the SPV's reasonable estimation of any penalties that may be charged by the IRS or other relevant authority as a result of the investor's failure to provide their TIN. Investors should carefully review the terms of the SPV Subscription Agreement for additional information about tax filings.

INSTRUCTIONS TO QUESTION 30: If information is presented to investors in a format, media or other means not able to be reflected in text or portable document format, the issuer should include:
(a) a description of the material content of such information;
(b) a description of the format in which such disclosure is presented; and
(c) in the case of disclosure in video, audio or other dynamic media or format, a transcript or description of such disclosure.

ONGOING REPORTING

32. The issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than:

120 days after the end of each fiscal year covered by the report.

33. Once posted, the annual report may be found on the issuer's website at:

<http://www.infinirel.com/invest>

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

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

APPENDICES

[Appendix A: Business Description & Plan](#)

Appendix B: Investor Contracts

[SPV Subscription Agreement - Early Bird](#)

[Early Bird Infinirel Sub Agreement](#)

[SPV Subscription Agreement](#)

[Infinirel Sub Agreement](#)

Appendix C: Financial Statements

[Financials 1](#)

[Financials 2](#)

Appendix D: Director & Officer Work History

[Norbert Wank](#)

[Norbert Wank](#)

Appendix E: Supporting Documents

[ttw_communications_85983_232646.pdf](#)

Signatures

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

The following documents will be filed with the SEC:

[Cover Page XML](#)

[Offering Statement \(this page\)](#)

[Appendix A: Business Description & Plan](#)

[Appendix B: Investor Contracts](#)

[SPV Subscription Agreement - Early Bird](#)

[Early Bird Infinirel Sub Agreement](#)

[SPV Subscription Agreement](#)

[Infinirel Sub Agreement](#)

[Appendix C: Financial Statements](#)

[Financials 1](#)

[Financials 2](#)

[Appendix D: Director & Officer Work History](#)

[Norbert Wank](#)

[Norbert Wank](#)

[Appendix E: Supporting Documents](#)

[ttw_communications_85983_232646.pdf](#)

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

infinirel Corporation

By

Bert Wank

Founder & CEO

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

Bert Wank

Founder & CEO

3/4/2022

The Form C must be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.

I authorize Wefunder Portal to submit a Form C to the SEC based on the information I provided through this online form and my company's Wefunder profile.

As an authorized representative of the company, I appoint Wefunder Portal as the company's true and lawful representative and attorney-in-fact, in the company's name, place and stead to make, execute, sign, acknowledge, swear to and file a Form C on the company's behalf. This power of attorney is coupled with an interest and is irrevocable. The company hereby waives any and all defenses that may be available to contest, negate or disaffirm the actions of Wefunder Portal taken in good faith under or in reliance upon this power of attorney.