PREPARE FOR AMENDMENT

Form C

ADD ADMIN COMMENTS

Admin Only

Permission Level

We set the permission level for issuers and others invited to the Form C so that they can't edit the Form C until an admin deems it okay to edit the form.

admins

Cover Page

Name of Issuer:

Greenlate, Inc

Legal status of issuer:

Form: **Corporation**
Jurisdiction of Incorporation/Organization: DE
Date of organization: 5/23/2014

Physical address of issuer:

2918 Rio Grande Drive Suite 2000
Austin TX 78758

Website of issuer:

http://www.greenlate.com

Name of intermediary through which the offering will be conducted:

Wefunder Portal LLC

CIK number of intermediary:

0001676254

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 ascertainable at the time of the filing, for conducting the offering, including the amount of refund and any other fees associated with the offering:

7.5% of the offering amount upon a successful fundraise, 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:

Simple Agreement for Future Equity (SAFE)

Target number of securities to be offered:

75,000

Price:

$1.00000

Method for determining price:

Pro-rated portion of the total principal value of $75,000; interests will be sold in increments of $1 each investment is convertible to one share of stock as described under Item 13.

Target offering amount:

$75,000.00

Oversubscriptions exceded:

☒ 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):

$75,000.00

Deadline to reach the target offering amount:

1/17/2020

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:

3

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets:	$322,025.00	$243,702.00
Cash & Cash Equivalents:	$10,052.00	$700.00
Accounts Receivable:	$0.00	$0.00
Short-term Debt:	$17,000.00	$103,381.00
Long-term Debt:	$260,016.00	$34,088.00
Revenues/Sales:	$0.00	$0.00
Cost of Goods Sold:	$7,180.00	$7,230.00
Taxes Paid:	$2,550.00	$2,169.00
Net Income:	-$185,400.00	-$612,468.00

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, MS, GU, PR, VI, U.S.

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 come 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:

Greenlate, Inc.

COMPANY ELIGIBILITY

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

- Organized or formed under 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 a person subject to an order of the Commission under Section 4(j)(6) of the Securities Act as a result of a disqualification specified in Rule 506(d) of Regulation Crowdfunding;
- Not a bank, as defined in Commission and precedent to revisions, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement for the 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 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
Javier Castro	CEO	Greenlate	2014

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
Javier Castro	President	2014
Javier Castro	CEO	2014
Javier Castro	Treasurer	2014
Javier Castro	Secretary	2014

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
Javier Castro	2024000.0 Common stock	75.47

INSTRUCTION TO QUESTION 6: Paragraphs (a) and (b) of Rule 13d-3 of the Exchange Act (17 CFR 240.13d-3) shall apply in determining the ownership level. Provide information as of a date that is no more than ten 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 arrangements, such securities are held by a member of the family through corporation or partnership, or otherwise in a manner that would allow a person to direct or control the voting of the securities, or to dispose or direct the disposition of such securities within 60 days, including securities 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 to an investor upon request. Please use your Wefunder profile to supplement the information of Qual Items and "Issuer Info" tabs in an unaligned format, if it makes sense to be transparent.

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 misrepresentations 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.

We operate in a very competitive area and our competitors may be able to call on more resources than the company. We operates in an intensely competitive area, against competitors that are larger than we are. These competitors may be better capitalized than Greenlate, which would give them a significant advantage.

The company's future success depends on the company's ability to raise funds. The company is likely to raise funds again in the future, either by offerings of securities or through borrowing from banks or other sources. The terms of future capital-raising, such as loan agreements, may include covenants that give creditors greater rights over the financial resources of the company.

The company has realized significant operating losses to date and expects to incur losses in the future. The company has operated at a loss since inception, and it has incurred net losses in each subsequent period. We expect to incur losses in the future. Until the company achieves profitability, it will have to seek other sources of capital in order to continue operations.

The company's CPA has issued a "going concern" opinion as part of the reviewed financial statements. The company has negative working capital, has incurred recurring losses and recurring negative cash flow from operating activities, and has an accumulated deficit which raises substantial doubt, in the opinion of the CPA, about the ability to continue as a going concern. See note 6 to the Reviewed financial statements.

The company is a development-stage company. Greenlate was formed in 2014 and made its first sales in 2016. Accordingly, the company has a limited history upon which an evaluation of its performance and future prospects can be made. Our current plan is to improve the core product to a level where it can scale. This is dependent on raising capital, not just this round, but also the company. Although management has a plan for the future, there can be no assurance those funds for whatever reason, including reasons relating to the company itself or to the broader economy, it may not survive. If the company manages to raise the maximum amount in this offering, it will need to find other sources of funding for some of the plans outlined in "Use of Proceeds."

The Company may never receive a future equity financing or elect to convert the Securities upon such future financing. In addition, the Company may never undergo a liquidity event such as a sale of the Company or an IPO. If neither the conversion of the Securities nor a liquidity event occurs, the Purchasers could be left holding the Securities in perpetuity. The Securities have numerous transfer restrictions and will be illiquid, there is no guarantee that a market will exist 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.

Our future success depends on the efforts of a small management team. The loss of one or more 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.

Greenlate and its providers are vulnerable to hackers and cyber attacks. As an Internet-based business, we may be vulnerable to hackers who may access the data of the individuals and companies that utilize our platform. Following an breach of our or our technology provider's or Greenlate's security, we may be liable for stolen assets or information, repairs of system damage, and incentives to customers or business partners in an effort to maintain relationships after an attack. Increased cybersecurity protection costs (such as the costs of making organizational changes, deploying additional personnel and protection technology, training employees, and engaging third party experts and consultants). An attack may cause us reputational damage that adversely affects customer confidence and could damage the attractiveness of the Greenlate platform to users. We rely on third-party technology to operate our online platform. Further, we rely on a third-party technology provider to provide some of our back-up technology. Any disruptions of services or cyber attacks either on our technology provider or on Greenlate could harm our reputation and materially negatively impact our financial condition and business.

In the future, we may acquire existing companies or applications. The goal of acquisitions would be to enhance the features and functionality of our platform, increase our customer base, and/or increase our revenues and increase benefits of scale. However, acquisitions have risks, including that acquired technologies, products or businesses may not perform as we expect and we may fail to realize anticipated revenue and profits. In addition, our acquisitions may divert management's attention away from our existing business. Moreover, the integration of any acquired company, technology, product or business or assets or businesses are not implemented effectively could result in unanticipated problems, expenses, liabilities and competitive responses. Further, acquisitions may cause us to among other items, issue stock and dilute our current stockholders' ownership and use a substantial portion of our cash resources.

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 disclose the principal risks and uncertainties to the investor as 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 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 no less: **$75,000**

If the raise
size of
Proceeds:
50% Software Development (Paying software developers via Statements of Work), 25% Marketing (Paying for SEO, paid online advertising, sponsoring and attendance of conferences), 15% Leadership Team Salary Pay, 5% Legal and Accounting, 15% Wefunder Fees, 15% Operating Budget

If we raise
size of
Proceeds:
$125,000
50% Software Development (Paying software developers via Statements of Work), 25% Marketing (Paying for SEO, paid online advertising, sponsoring and attendance of conferences), 15% Leadership Team Salary Pay, 5% Legal and Accounting, 15% Wefunder Fees, 15% Operating Budget

If we raise
size of
Proceeds:
$175,000
50% Software Development (Paying software developers via Statements of Work), 25% Marketing (Paying for SEO, paid online advertising, sponsoring and attendance of conferences),15% Leadership Team Salary Pay, 5% Legal and Accounting, 15% Wefunder Fees, 15% Operating Budget

INTRODUCTION TO QUESTION 6: Disclosure 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 each use that is probable or material. Factors the issuer may consider in allocating proceeds among the potential uses, if the issuer will accept proceeds in excess of the minimum offering amount, should be included in the discussion. Such factors include, but are not limited to, contractual obligations, 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 oversubscription. 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 the potential use of offering proceeds.

DELIVERY & CANCELLATIONS

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

If we reach our target offering amount prior to the deadline, we may conduct an initial closing of the offering early. If we provide notice about the new offering deadline at least five business days prior to the new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment), Wefunder will notify investors if we conduct an initial closing. Thereafter, we may conduct additional closings from time to time at our and Wefunder's discretion until the deadline date.

The following describes the process to invest in the Company, including how the Company will complete an investor's transaction and deliver securities to the investor.

1. Investor Commitment. The investor will submit, through Wefunder Portal, a committed investment amount. When doing so, the investor will also execute an investment contract with the Company ("Investment Agreement"), using the electronic signature process.
2. Acceptance of the Investment. If the Investor Agreement is complete, the investor's commitment will typically be recorded within a few minutes. The Investment Agreement will then be countersigned by the Company and posted on the wefunder.com website. After the offering closes, the contract will be counter-signed by the Company. The executed investment contract will then be made available to you via email, and is also available to download on the "My Investments" screen.
3. Investor Transfer of Funds. Upon receiving confirmation that an investment has been recorded, the investor will wire funds to the escrow account. We will be aware that is accepted by Wefunder Portal into an escrow account held with a third party bank on behalf of issuers offering securities through Wefunder Portal.
4. Progress of the Offering. The investor will receive periodic email updates on the progress of the offering, including total amounts raised at any given time, and the number of days left through the "My Investments" screen when the target offering amount is met.
5. Closing (Initial Deadline). Unless we need the target offering amount early, we typically wait for the initial deadline to close the offering. We will close offering on the deadline date identified in the Cover Page to this Form C and the Company's Wefunder Portal profile.
6. Closing (Reaching Target). If the offering amount is met prior to the original deadline date, we may close the offering earlier but no less than 21 days after we have begun to accept investments. We will notify investors, by email, and post on our Wefunder Portal Profile, We will reschedule the offering deadline to no fewer than five business days from that notification. Investors receive notice of it by email and through the "My Investments" screen. At the time of the new deadline, your funds will be transferred to the Company from the escrow account, provided that the target offering amount is still met after any cancellations.
7. Book Entry. Investments may be in book entry form. This means that the Company uses an electronic recordkeeping rather than issuing paper certificates. Your investment will be recorded in our books and records and will be accepted in each investors' "My Investments" screen. The investor will also be emailed the investment contract, which will be available to download on the "My Investments" screen. At the option of the Company, you may receive an electronic certificate.

6. 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 its 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 canceled and the committed funds will be returned.

Any 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 reconfirm his or her investment commitment within five business days of receipt of the notice. If the investor does not reconfirm his or her investment commitment, depending on how the investment was canceled, 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 a material change to the offering is in effect (whether the cancellation is due to 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 issued, the investment commitments will be canceled and committed funds will be returned.

In addition, we may cap or 450 the total number of investors who will be allowed to invest through the offering that are not "accredited investors," as defined in Rule 501(a) of Regulation D under the Securities Act of 1933. In the event that more than 450 non-accredited investors are initially accepted into an offering in step (2) described in Question 11, the Company may cancel investments based on the order in which payments by investors were received, or other criteria at the discretion of the Company before the offering deadline.

Ownership and Capital Structure

THE OFFERING

10. Describe the terms of the securities being offered.

To view a copy of the SAFE you will purchase, please see
Appendix B, Investor Contracts.
The main terms of the SAFE(s) are provided below.

The SAFEs. We are offering securities in the form of a Simple Agreement for Future Equity ("SAFE"),
which provides investors the right to **preferred stock** in the Company ("**Preferred Stock**")
when and if the Company approves an equity offering that involves **Preferred Stock**,
on the standard terms offered to other investors.

Conversion to Preferred Equity. Based on our SAFEs, when we engage in an offering of equity interests involving
Preferred Stock,
investors will receive a number of shares of Preferred Stock calculated using the method that results in the greater number of **Preferred Stock**:

(1) the total value of the investor's investment, divided by (2) the price of **Preferred Stock** issued to new investors multiplied by (3) the **discount rate** (85%)

(2) if the valuation for the company is more than **$4.5 million** (the "Valuation Cap"), the amount invested by the investor divided by the quotient of (a) the Valuation Cap divided by (b) the total amount of the Company's capitalization at that time.

(3) for investors up to the first **$75,000** of the securities, investors will receive a valuation cap of **$4,500,000** and a discount rate of 50%

Additional Terms of the Valuation Cap.
For purposes of option (2) above, the Company's
capitalization will include all of the
shares of stock outstanding at the time,
not including any SAFE(s) or convertible notes, plus any
common stock reserved and
available for future grant under any equity incentive or similar plan of the
Company or to be created or increased in connection with our equity offering at that time.

Investors who receive shares subject to the
Valuation Cap will receive a per share liquidation preference and conversion
price adjustment to provide protection against the price of the
Preferred Stock
being diluted to a value below the price per share at the time they receive
Preferred Stock.
This dilution would
mainly occur due to the issuance of additional stock by the Company.

Investors who receive **Preferred Stock** subject to
the Valuation Cap will also receive dividend rights.

No Voting Rights.
No Voting Rights. Investors (including major investors, will have no voting rights. After the SAFE notes are converted in an equity financing, the Company's CEO will be provided a proxy to vote on the investor's behalf.

Major Investor Threshold.

Major Investor Threshold Definition. A major investor is one who invests a material amount ("Major Investor") or is an "accredited investor" as defined by Rule 501 of Regulation D (17 C.F.R. §230.501(a)).

Execution. Investors who are not major investors will typically not execute transaction documents in order to receive equity at the time of an applicable equity offering. Instead, a "Designated Lead Investor" will execute the documents for them, provided that the documents are consistent with the equity received by new investors in the Company. Modified, if applicable, based on the terms of the SAFE. Unless modified by the Company, the Investment Agreement, issued by the Company, the provisions of the SAFE note (other than the Valuation Cap) can be amended, waived or modified. Provisions (including the Valuation Cap) can be otherwise amended, waived or modified by the written consent of the company and holders of a majority of the purchase amounts of the SAFE notes.

Liquidity Events.

If the Company has an initial public offering or is acquired by, merged with, or otherwise taken over by another company or new owners prior to investors in the SAFE(s) receiving **Preferred Stock**, investors will receive

- shares of common stock equal to the amount invested by the investor in the SAFE(s) divided by the quotient of (a) the Valuation Cap divided by (b) the total amount of the Company's capitalization at that time, not including **Preferred Stock**, but including any shares of **common stock** reserved and available for future grant under any equity incentive or grant, SAFE(s), and/or convertible promissory notes.

Termination of the Company.

If the Company ceases operations, liquidates, dissolves, winds up or has its assets assigned to creditors prior to an issuance of securities involving **Preferred Stock**, the Company will pay first the other holders of existing **Preferred Stock**, based on the terms of the Company's certificate of incorporation, and then holders of the SAFE(s). These payments will occur before any distributions to holders of common stock.
If there are not sufficient Company assets to pay holders of the SAFEs the amount of their investments, as determined by the Company's board of directors, payments will be made on a pro rata basis. In the case, investors may not recoup part or all of their investment from the Company.

Repurchase.
If the Company determines, in its sole discretion, that it is likely that within six months the securities of the Company will be held of record by a number of persons that would require the Company to register a class of its equity securities under Section 12(g) of the Securities Act of 1934, as amended (the "Exchange Act") (12(g) Event), the Company shall have the option to repurchase this instrument from the Investor for the greater of (1) the Purchase Amount and (2) the fair market value of this instrument, as determined by an independent appraiser of securities chosen by the Company.

11. Do the securities offered have voting rights?

☐ Yes
☒ NO

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

☒ Yes: No Voting Rights.
☐ No

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

Any provision of this instrument may be amended, waived or modified as follows:

(1) If the Investor is not a Major Investor, any provision of this instrument (other than the Valuation Cap) may be amended, waived or modified only upon the written consent of the Company and the holders of a majority of the Purchase Amounts (A) the holders of a majority of the Purchase Amounts payable to the Cash-Out Investors; (2) if the Investor is a Major Investor, any provision of this instrument may be amended, waived or modified only (1) upon the written consent of the Company and the holders of a majority of the Purchase Amounts payable to the Cash-Out Investors who are Major Investors; and (2) regardless of whether the Investor is or is not a Major Investor, the Valuation Cap may be amended, waived or modified only (1) upon the written consent of the Company and the holders of a majority of the Purchase Amounts payable to the Cash-Out Investors or (2) as contemplated in the definition of Valuation Cap.

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 circumstances.

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, 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

14. 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 Stock	3,000,000	0	Yes
Common Stock Incentive Plan	1000000	686,000	Yes
Common stock	8000000	3269682	Yes

Class of Security	Securities Reserved for Issuance upon Exercise or Conversion
Warrants:	
Options:	Common Stock Incentive Plan (1,000,000 authorized, 686,000 issued to date)

Describe any other rights:

Greenlate was formed and authorized both preferred stock and common stock. No preferred shares have been issued to date. Executive has common stockholders (including the founders) who have voting rights. Also, an incentive plan (of common stock) was established in 2016 as well (a large amount awarded already to key contributors and advisors). Note the non-qualified options have no voting rights, and the Incentive Stock Options (ISOs) are voting common stock shares. Also, as shown in the "previous funding rounds" section, there are convertible note holders who do not currently own stock and therefore do not vote (until such time they convert under a qualified financing to equity or get repaid, as detailed in the note and note agreement).

Investors in the SAFE, if converted, will receive preferred stock. Preferred stock has liquidation preference over common stock, however Safe preferred stock will have no voting rights.

15. 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?

Because the Investor holds no voting rights, 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, the majority in interest could elect to change the terms of the agreements governing the Company in a manner that is disadvantageous to investors in additional offerings (including potentially a public offering).

These changes could result in further limitations on the voting rights the Investor has in the Company, including but not limited to, materially diluting these rights or limiting them to certain types of events or concerns.

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 will be diluted. In addition, the percentage of voting rights held by holders 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 future offering of the Company's securities is made, the Company may elect 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.

16. If an Exempt Offering, differences and conflicted interests between the securities being offered and

(2) Describe any other rights of the holders of securities in the issuer's capital, including any rights that are senior to each other class of security of the issuer?

None

20. How could the exercise of rights held by the principal shareholders identified in Question 8 above affect the purchasers of the securities being offered?

As holders of a majority-in-interest of voting rights in the Company, **the shareholders** have the right to vote on certain matters. Their decision-making, or their inactivity, affect the value of the investor's securities in the Company, and the Company may be unable to make decisions that the investor believes are in its best interest. These decisions 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, or approve a merger, sale of assets, or other liquidation of the Company that 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 other holders of securities. The shareholders may also take actions that affect the value 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 be affected by these actions, and their interests may be different from or in 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 inconvenient for the investor, or at a price that, from the investor's perspective, may affect the value of the Company and/or its viability.

In cases where the rights of holders of convertible debt, SAFE's, 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. The Company may issue additional securities in the future that may dilute the investor's securities will dilutions, which could also dilute the investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of the shareholders vote in favor of a future offering of securities 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 assets, earnings, or other indicia of value using accepted valuation criteria. In determining the offering price, the Company did not employ investment banking firms or other outside organizations to make an independent valuation of the securities. The offering price of the securities is not considered to be indicative of the actual value of the securities offered hereby.

The initial amount invested in a SAFE is determined by the investor, and we do not guarantee that the SAFE will be converted into any particular number of securities. Upon the Company's next equity financing or other liquidity event, or a offering of equity interests involving **Preferred Stock**, investors may receive a number of securities based on the terms of the SAFE agreement. The number of securities (rounded to the whole dollar) is determined by the price of the **Preferred Stock** (as pursuant to new investors, or (2) if the valuation for the company is more than the Valuation Cap, then the number of securities shall be equal to the Purchase Price divided by (A) the Valuation Cap divided by (B) the total amount of the Company's capitalization at that time.

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 **Preferred Stock** that investors will receive, and/or the total value of the Company's capitalization, will be determined by the Company's Board of Directors. In addition to the factors in determining the price of **Preferred Stock** are prevailing market conditions, our financial information, market valuations of other companies that we believe to be comparable to our Company, our prospects and development, the present state of our development and other factors deemed relevant.

In the future, we will perform valuations of our **stock (including both common stock and Preferred Stock)** 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 securities;
- 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 merger or acquisition given the prevailing 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;
- 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 or similar industry will generally achieve similar ratios of 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 on the success of the Company's operations. 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 decision to make a follow-on 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 decision to make a follow-on 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 no control over any decision to sell the assets 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 upon the ability 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 of the investor's interest in the Company, will 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 related parties, affiliates, and/or entities in which it has a stake 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	Javier Castro, Doug Kachadorian
Issue date	12/30/19
Amount	$95,075.00
Outstanding principal plus interest	$95,075.00 as of 06/03/19
Interest rate	0.0% per annum
Current with payments	Yes

Related party loan with no set maturity date, the loan is intended to be repaid as the company generates revenue or raises significant capital. $55,000 is due to Javier Castro, $40,075 to Doug Kachadorian

Convertible Note	
Issue date	07/07/18
Amount	$250,000.00
Interest rate	8.0% per annum
Discount rate	20.0%
Valuation cap	$4,000,000.00
Maturity date	06/19/20

The convertible note was conducted on a rolling close, so the maturity date stated above is for the first note issued. Each note has its own 24 month maturity date.

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

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

Offering Date	Exemption	Security Type	Amount Sold	Use of Proceeds
12/2018	Section 4(a)(2)	Common stock	$98,176	General operations and business operations
5/2017	Regulation D, Rule 506(b)	Common stock	$335,000	General operations
7/2019	Regulation D, Rule 506(b)	Convertible Note	$330,000	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, in which the amount involved exceeds five percent of the average 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 as specified herein;
3. if the issuer was incorporated or organized within the past three years, any promoter of the issuer;
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	Javier Castro
Amount Invested	$55,075.00
Transaction type	Loan
Issue date	12/30/19
Outstanding principal plus interest	$55,075.00 as of 03/04/19
Interest rate	0.0% per annum
Outstanding	Yes
Current with payments	Yes
Relationship	Founders

Over the course of internal audit, the founders deposited funds for working capital in the amount of $55,075. This amount has been booked as a simple loan due to shareholders as shown in the Financials. $55,075 is due to Javier Castro, $0.00 to Doug Kachadorian

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 90 days prior to the date of filing of this offering statement and using the same calculation described in Question 14 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 aggregate 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 or set forth elsewhere in this offering, including information with respect to our plans and strategies 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

We allow professionals in business, non-profit and higher education to coordinate and organize more effectively so they can achieve success in less time and with less chaos.

We want to be a recognized brand with a thriving user base and substantial revenue. We want to be a highly recommended and prominent software application.

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

Milestones

Streamlate, Inc. was incorporated in the State of Delaware in March 2014.

Since then, we have:

• Launched an MVP+ into the market and acquired initial users and paying customers.

• Through our users and learnings we have formulated an exciting product plan that when implemented, is expected to scale.

• Solidified our team with talented professionals and advisors to grow the business.

Historical Results of Operations

- *Revenues & Cost of Sales.* For the period ended December 31, 2018, the Company had revenues of $0 compared to the year ended December 31, 2017, when the Company had revenues of $0.
- *Assets.* As of December 31, 2018, the Company had total assets of $122,022, including $50,822 in cash. As of December 31, 2017, the Company had $243,702 in total assets, including $700 in cash.
- *Net Loss.* The Company has had net losses of $780,420 and net losses of $92,468 for the fiscal years ended December 31, 2018 and December 31, 2017, respectively.
- *Liabilities.* The Company's liabilities totaled $36,724 for the fiscal year ended December 31, 2018 and $137,433 for the fiscal year ended December 31, 2017.

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 $55,075 in debt, $47,867 in equity, and $250,000 in convertibles.

After the conclusion of this Offering, should we hit our minimum funding target, our projected runway is 5 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 again in 4 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 venture, the Company believes that the net proceeds from the sale of this offering will be sufficient to enable us to implement our strategy. The complexity and uncertainty will be increased if less than the maximum amount of securities offered by the Company 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

Streamlate, Inc. cash in hand is $1,822, as of September 2018. Over the last three months, the company has averaged $0 in cash inflows, cost of goods sold has averaged $1,616/month, and operational expenses have averaged $6,812/month, for an average burn rate of $7,812 per month.

Since the 12/31/2018 reviewed financials we have been able to raise an additional funds under the convertible note, in the amount of $330,000. $199,000 was raised in 2018 under the convertible note, for a total of $250,000. This has allowed us to move the project forward. With additional capital we want to move our software development faster by being able to pay for vendor services.

As mentioned, we are primarily working to advance our product to a more presentable state so we can start selling our software to users. We need to, and will rely on new capital to fund the gap, which is common with software ventures.

We started generating revenue in 2018. It's currently coming from a few paying customers, who we stress with us and then converted to paying customers. We don't yet have a freemium to subscription architecture in place to charge customers more easily. We anticipate creating that in late 2019, early 2020.

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 any material business developments and any trends affecting the issuer and its subsidiaries. For 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 raising these funds and any other additional funds is necessary to the viability of the issuer, and how quickly the issuer anticipates needing additional funds. If the issuer lacks available sources of capital to the business, such as lines of credit or required contributions by shareholders, disclosure to the effect that the business plan is speculative or that the issuer will be unsuccessful. If any.

FINANCIAL INFORMATION

20. 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

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 any of the issuer, any beneficial owner of 20% 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 or commission 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:

1. in connection with the purchase or sale of any security? ☐ Yes ☒ No
2. involving the making of any false filing with the Commission? ☐ Yes ☒ No
3. 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:

1. in connection with the purchase or sale of any security? ☐ Yes ☒ No
2. in connection with the making of any false filing with the Commission? ☐ Yes ☒ No
3. 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 authority that supervises investment or thrift advisers; or a Commodity Futures Trading Commission, or the National Credit Union Administration that:

1. 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
2. constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten years before 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:

1. suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment adviser? ☐ Yes ☒ No
2. places limitations on the activities, functions or operations of such person? ☐ Yes ☒ No
3. finds such person having associated with an 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:

1. any scienter-based anti-fraud provision of the federal securities laws, including without limiting the foregoing, Section 17(a)(1) of the Securities Act of 1933, Section 10(b) of the 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
2. 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 that within five years before the filing of this offering statement, or thereafter, the securities thereof, 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 that, at the time of the filing of this offering statement, temporarily restrains and enjoins such person from engaging in or participating in the conduct or practice giving rise to the false representation? or any such person, at the time of such filing, is 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 direction or declaratory statement issued by a federal or state agency, described in Rule 506(d)(1)(iii) of Regulation D rendered by such applicable regulatory 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 effective date of this Offering (or with respect to events of the issuer or (b) 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.

All information presented to investors hosted on Wefunder.com is available in Appendix A: Business Description & Plan

INSTRUCTIONS TO QUESTION 31: 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) the manner in which such disclosure is presented; and
(c) the date of dissemination via 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.grassialabs.com/trend

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

- Early Bird SAFE (Simple Agreement for Future Equity)
- SAFE (Simple Agreement for Future Equity)

Appendix C: Financial Statements

- Financials 1

Appendix D: Director & Officer Work History

- Javier Castro
- Javier Castro

Appendix E: Supporting Documents

Add new Form C attachment (admin only)

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 1096.
Offering Statement (this page)
Appendix A: Business Description & Plan
Appendix B: Investor Contracts

- Early Bird SAFE (Simple Agreement for Future Equity)
- SAFE (Simple Agreement for Future Equity)

Appendix C: Financial Statements

- Financials 1

Appendix D: Director & Officer Work History

- Javier Castro
- Javier Castro

Appendix E: Supporting Documents

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.

Grassialab, Inc.

By
Javier Castro
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 has been signed by the following persons in the capacities and on the dates indicated.

Javier Castro
CEO
9/18/2019

Javier Castro
CFO
9/18/2019

SIGNED AUDITOR VERSION TO SEC

This Form C must be signed by the issuer, its principal executive officer or officers, its principal financial officer, its 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.

WEFUNDER READY TO SUBMIT FORM C TO SEC

I MADE A MISTAKE, LET ME EDIT FORM C

About us
Our Profile
Jobs
Press
Blog
Charter

Investors
Getting Started
Risks
Earning Returns
Perks
Good Bird BOGO

Founders
Raise Funding
FAQ
Legal Primer
Stats
Fundraising Playbook

Say Hello
hello@wefunder.com
Twitter
Facebook
Instagram
NYC / Boston

Wefunder (by Loyal Wefunder.com) and its parent company of **Wefunder Advisors LLC** and Wefunder Portal LLC. Wefunder Advisors is an exempt reporting adviser (file number 801-[illegible]). Wefunder Portal is a registered funding portal (file number 666-[illegible]). Securities offered through Wefunder Portal are not FDIC insured, may lose value, and are not bank guaranteed. Wefunder, Inc. (parent company of wefunder.com) does not provide investment advice, is not a registered broker-dealer or investment adviser, and is not a member of FINRA. Investing involves risk. Please read the **Terms of Service**, **Privacy Policy**, **Fee Schedule**, and **Investor Agreement** (if applicable) prior to using this site. **Privacy Notice**