

# Form C

## Cover Page

Name of issuer:

The Coven, Inc.

Legal status of issuer:

Form: Corporation  
Jurisdiction of Incorporation/Organization: DE  
Date of organization: 7/1/2017

Physical address of issuer:

165 Western Ave N  
Suite 9  
St. Paul MN 55102

Website of issuer:

<https://www.thecoven.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 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:

Target number of securities to be offered:

39,386

Price:

\$1,26950

Method for determining price:

Dividing pre-money valuation \$12,500,000 by number of outstanding shares prior to the March-July 2023 offering.

Target offering amount:

\$50,000.53

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):

\$941,984.23

Deadline to reach the target offering amount:

11/27/2023

**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:

10

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets:	\$457,532.00	\$926,527.00
Cash & Cash Equivalents:	\$311,957.00	\$779,384.00
Accounts Receivable:	\$8,300.00	\$2,567.00
Short-term Debt:	\$28,421.00	\$17,352.00
Long-term Debt:	\$2,286,471.00	\$1,945,137.00
Revenues/Sales:	\$809,472.00	\$712,585.00
Cost of Goods Sold:	\$10,001.00	\$56,562.00
Taxes Paid:	\$0.00	\$0.00
Net Income:	(\$821,398.00)	(\$252,266.00)

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, BS, GU, PR, VI, IV

# 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:

The Coven, Inc.

## 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
Elizabeth Giel	Co-founder / Partner	The Coven	2017
Alexandra Steinman	CEO	The Coven	2017
Bethany Iverson	Founder / Partner	The Coven	2017

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
Erin Farrell	Co-Founder/Partner	2017
Elizabeth Giel	Co-Founder	2017
Alexandra Steinman	CEO and Co-Founder/Partner	2017
Bethany Iverson	Co-Founder/Partner	2017

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
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No principal security holders.

**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.**

*This includes not only voting power, but also 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, 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 include 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: WeUnder will provide your company's WeUnder profile as an appendix (Appendix A) to the Form C in PDF format. The submission will include all Q&A icons and "read more" links in an uncollected format. All videos will be transcribed.**

*This means that any information provided in your WeUnder 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 WeUnder 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:

The Coven principally generates revenues through the sale of memberships. The Coven's results of operations could be adversely affected by declines in demand for membership. If we are unable to retain existing members, replace members who may terminate their membership agreements, or are unable to attract new members in sufficient numbers or at sufficient rates.

The Series Seed-1 share price and valuation were arbitrarily determined by the Board and management of The Coven, considering the state of The Coven's business development and the general condition of the industry in which The Coven operates. The offering price doesn't have any direct relationship to the actual value of the assets, net worth, or other objective value criteria of The Coven.

If we do not sell at least \$50,000.53 (the "Target Offering Amount") of Series Seed-1 shares by November 27, 2023 (or by such later date as we may extend the term of this offering) ("Offering Deadline"), we will not be able to close on this offering and will return your money with no interest. 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 this offering, investment commitments will be cancelled and committed funds will be returned. You will not have any use of, and will not earn any interest on, your money in the interim. Investors may cancel their investment commitment until 48 hours prior to the Offering Deadline identified in these offering materials.

In addition, the Company choose to close this offering as soon as the Target Offering Amount is met, which may be sooner than the deadline identified in these offering materials upon notice to investors.

The Series Seed-1 shares sold in this offering will not be registered under any federal or state securities laws and accordingly, investors will not receive any of the benefits that registration would otherwise provide. No governmental agency has reviewed or passed upon this offering, the Company, or any securities issued by the Company, including the Series Seed-1 shares. Therefore, prospective investors must assess the adequacy of disclosure and the fairness of terms of this offering on their own and in conjunction with their legal, tax, and other personal advisors. In addition, the terms of the registration exemption under which the Series Seed-1 shares are being offered provide that the shares may not be resold without registration except in reliance on an exemption from applicable state and federal registration requirements, which exemption prohibits any transfer of your Series Seed-1 shares for a period of one year, subject to limited exceptions. There is no, and there is not expected to be, any market for the sale of the Series Seed-1 shares. As a result, you may not be able to liquidate your investment in the Series Seed-1 shares and therefore, should be prepared to assume the risks of an investment in The Coven for an indefinite period of time.

While The Coven's Board and management will engage investors on a broad variety of company matters, holders of the Series Seed-1 shares have limited voting rights and will need to rely on The Coven's officers and directors for all decisions relating to the day to day operation of The Coven. In addition, investment in The Coven is structured to be made through a special purpose entity that is managed by a "Lead Investor." Although the Lead Investor is required by law to vote the Series Seed-1 shares in accordance with the directions of the investors, investors will not be able to directly vote their shares in The Coven. Accordingly, you should not invest in this offering unless you are willing to entrust your voting rights to the Lead investor. Investors should also be aware that, pursuant to the terms of the investment agreement under which the Lead Investor purchased its Series Seed-1 Shares, the Lead Investor is required to cast its votes in favor of certain Board designees and to approve certain "Deemed Liquidation Events", as defined in the Company's Certificate of Incorporation.

Although holders of the Series Seed-1 shares are entitled to dividends paid from the Company's net available cash, the declaration and payment of dividends are at the sole discretion of the Company's Board, and may never be paid. The Company is dependent upon revenue received from members to permit the Company to have the profitability to make distributions with respect to the Series Seed-1 shares. The Coven has not made any distributions or declared any dividends, and anticipates that for the foreseeable future, all available cash will be used to fund the capital requirements for operation and expenses of the Company. There is no guarantee that The Coven will make distributions or pay dividends in the future.

The Coven may need to raise additional capital in the future. Subsequent offerings may not be on the same or similar terms as this offering even if they are, said offerings will dilute the ownership percentage and voting power of investors in the current offering. Further, holders of the Series Seed-1 shares do not have the pre-emptive right to participate in such future offerings. Future offerings may provide the new investors with advantages not available to you as a previous investor.

In addition, The Coven may undergo a change to its business, management, facilities, or other aspect of its operations, or alter its corporate structure or capitalization through a merger, acquisition, consolidation, or other restructuring, any of which could have a material impact on your investment.

The income tax aspects of an investment in The Coven are complicated, and each prospective investor is strongly encouraged to review them with his or her own professional advisors familiar with the prospective investor's personal income tax situation and with the income tax laws and regulations applicable to the investor, including under both federal tax laws and the tax laws of the state of the investor's residence or domicile. The Coven cannot assure or advise on any investor's particular tax consequences or outcome.

The use of proceeds described below is an estimate based on the amount of funds received from this offering and is based upon our current business plan. We may, however, find it necessary or advisable to re-allocate portions of the net proceeds of this offering, and management has broad discretion to do so.

Any projections or forward-looking information regarding The Coven's anticipated financial or operational performance are inherently speculative in nature, and are based upon management's best estimate of the probable results of operation. These projections are based on assumptions that management believes are reasonable, but some assumptions invariably will not materialize due to unanticipated events and circumstances beyond management's control. Therefore, actual results of operations may, and likely will, vary from our projections and such variances may be material.

In addition to the risks identified herein, The Coven is subject to the same additional risks to which all companies in its industry, and all companies in the economy, are exposed. These include risks relating to economic downturns, lingering effects of the COVID-19 pandemic, political and economic events, and technological developments. Additionally, early-stage companies are inherently more risky than more developed companies. Prospective investors should consider general risk as well as specific risks when deciding whether to invest in The Coven.

The Company has not yet generated a profit and has suffered losses in each of the last two fiscal years, in part due to factors related to the COVID-19 pandemic. Although the Company has taken steps to reduce its indebtedness, including the 2023 conversion of all of its outstanding convertible notes, there can be no assurance that the Company will operate profitably in the future.

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.

Elizabeth Giel is a part-time officer. As such, it is likely that the company will not make the same progress as it would if that were not the case.

*INSTRUCTION TO QUESTION 8: Avoid generalised 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 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: **\$50,001**

Use of Proceeds: 6.5% towards Wefunder fees in connection with this offering, the balance to support franchise growth, hire additional team members with backgrounds in sales, marketing and finance. Additionally, to support marketing and advertising campaigns in identified expansion markets.

If we raise: **\$941,984**

Use of Proceeds: 6.5% towards Wefunder fees in connection with this offering, the balance to support franchise growth, hire additional team members with backgrounds in sales, marketing and finance. Additionally, to support marketing and advertising campaigns in identified expansion markets.

Raising our maximum target allows us to allocate enough money to paid media and other brand-building efforts so that we can continue to successfully expand The Coven via franchising. Additionally, the funds will allow us to right-size the team with new hires who are experts in franchising, sales, and finance.

*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 over-subscriptions, 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 over-subscriptions. 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.

Priced Round: \$12,500,000 pre-money valuation based on the number of

outstanding shares prior to the March-July 2023 offering.

The exact terms of the Series Seed-1 Preferred Stock are outlined in the Restated Certificate filed with Delaware on February 27, 2023, as attached under Appendix E of this Form C.

See Appendix B, Investor Contracts, for the exact terms of purchase of the Series Seed-1 Preferred Stock.

The Coven, Inc. is offering up to 742,012 shares of Series Seed-1 Preferred Stock, at a price per share of \$1.2695.

The campaign maximum is \$941,984.23 and the campaign minimum is \$50,000.53.

#### 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 is formed concurrently with the filing of the Form C. Given this, the SPV does not have any financials to report. The SPV is managed 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?

In accordance with Delaware law, the terms of the Series Seed-1 shares may be amended only by an amendment to the Company's Certificate of Incorporation, which requires the approval of a majority of the Company's outstanding shares of capital stock. In addition, the Company's Certificate of Incorporation provides that at any time shares of Preferred Stock representing at least 10% of the Company's capital stock remain outstanding, the terms of the Preferred Stock may not be amended in any way that adversely affect the rights of the Preferred Stock without the approval of a majority of the then-outstanding shares of Preferred Stock, voting as a class. The Series Seed Preferred Stock may also be modified to provide equivalent rights as new investors as described in Item 18 below.

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:

1. 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
2. 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
Series Seed-3 Preferred	800,000	694,474	Yes <input type="checkbox"/>
Series Seed-2 Preferred	2,100,000	1,998,975	Yes <input type="checkbox"/>
Series Seed-1 Preferred	2,100,000	1,227,266	Yes <input type="checkbox"/>

Common	15,000,000	6,000,000	Yes
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**Securities Reserved for Issuance upon Exercise or Conversion**

Class of Security  
Warrants: \_\_\_\_\_  
Options: 1,300,000 common shares

Describe any other rights:

The Coven has authorized two classes of stock, Common Stock ("Common Stock") and Preferred Stock ("Preferred Stock"). The Preferred Stock consists of three series: Series Seed-1, Series Seed-2, and Series Seed-3. The terms of the various Series of Preferred Stock (i.e., the Series Seed-1, Series Seed-2, and Series Seed-3) are identical, except for the purchase price at which shares of such Series were issued (the "Original Issue Price"). The Original Issue Price for the Series Seed-1 Preferred Stock offered in this Offering is \$1.2695. The following summarizes the terms of the Company's Common and Preferred Stock.

**Liquidation preference:** Upon any liquidation, dissolution, winding up, or other "Deemed Liquidation Event" (as defined in the Company's Restated Certificate of Incorporation, dated February 27, 2023), each holder of shares Preferred Stock (a "Preferred Holder") are entitled to be paid, prior to any payment to the holders of the Company's Common Stock (each, a "Common Holder"), an amount equal (a) the Original Issue Price paid for such Preferred Holder's shares of Preferred Stock, plus any declared but unpaid dividends, or (b) the amount that would be payable if such Preferred Holder had converted into Common Stock immediately prior to the applicable liquidation or Deemed Liquidation Event. In the event that liquidation proceeds are insufficient to pay the Preferred Holders the full amount to which they are entitled, all assets and funds available for distribution will be paid to the Preferred Holders on a pro rata basis.

After payment to the Preferred Holders as described above, any remaining assets and funds available for distribution will be paid to the Common Holders on a pro rata basis.

**Preferred Holder protections:** At any time that at least 10% of the Company's issued and outstanding shares consist of Preferred Stock, the Company may not effect certain actions without the consent of the holders of a majority of the outstanding Preferred Stock, including any adverse change to the rights of the Preferred Holders, any change to the number of authorized shares of capital stock, the creation of any class or series of stock with rights senior or on a parity with the Preferred Stock, redeem any outstanding stock, pay any dividends, change the size of the Company's Board of Directors, or liquidate or dissolve the Company (including effecting any Deemed Liquidation Event).

**Voting:** Each holder of the Common Stock (each, a "Common Holder") is entitled to one vote per share on all matters submitted to a vote of the Company's stockholders. Each holder of Preferred Stock (each, a "Preferred Holder") is entitled to the one vote for each share of Common Stock into which such share of Preferred Stock is convertible.

**Conversion:** Shares of Preferred Stock may be converted, at the option of the holder, at any time, into shares of Common Stock on a one-for-one basis (subject to adjustment in the case of certain diluting events, stock splits, or deemed issuances). Shares of Preferred Stock are automatically converted upon the occurrence of an IPO, or the upon the vote of the holders of a majority of the Preferred Stock to so convert.

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?

If the Company issues securities in its next equity financing after the date hereof (the "Next Financing") that:

- (a) have rights, preferences, or privileges that are more favorable than the terms of the shares of Series Seed Preferred Stock, such as price-based anti-dilution protection, or
- (b) provide all such future investors with other contractual terms, such as registration rights.

The Company shall provide substantially equivalent rights to the current holders of Series Seed Preferred Stock. This shall include appropriate adjustments for economic terms relative to the applicable purchase price paid for such Series Seed Preferred Stock or other contractual rights. These rights are subject to the shareholder's execution of any documents, including, if applicable, investor rights, co-sale, voting, and other agreements executed by the investors purchasing securities in the Next Financing (referred to as the "Next Financing Documents").

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?

Holders of a majority-in-interest of the outstanding shares of the Company's capital stock ("Majority Shareholders") will control the majority of voting rights in the Company, and such Majority 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 limited recourse to change these decisions, subject to the terms of the Series Seed-1 Preferred Stock set forth in the Company's Certificate of Incorporation. The Investor's interests may conflict with those of other shareholders, and there is no guarantee that the Company will develop in a way that is optimal for or advantageous to the Investor.

For example, Majority Shareholders may change the terms of the Certificate of Incorporation for the Company or change the terms of securities issued by the Company, provided that without the approval of the holders of a majority of all outstanding classes of the Series Seed Preferred Stock, the Company may not make effect certain actions, as more particularly described in Item 17 above and in the Company's Certificate of Incorporation. However, individual investors purchasing Series Seed-1 Preferred Stock in this Offering will not hold enough voting control to prevent such actions by the Company. In addition, subject to approval rights of the holders of the Preferred Stock, Majority Shareholders may (a) may vote to change the management of the Company, (b) make changes that affect the tax treatment of the Company in ways that are unfavorable to you but favorable to them, or (c) 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. 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 the company and the Majority Shareholder cause the Company to issue additional stock, an Investor's interest will typically also be diluted.

Based on the risks described above, the Investor could lose all or part of his or her investment in the securities in this Offering, and may never see positive returns.

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. Substantiate your response.

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.

In the future, we may perform valuations of our common stock that may take into account factors such as the following:

1. unrelated third party valuations of our common stock;
2. the price at which we sell other securities, such as convertible debt or preferred Stock, in light of the rights, preferences and privileges of our those securities relative to those of our common stock;
3. our results of operations, financial position and capital resources;
4. current business conditions and projections;
5. the lack of marketability of our common stock;
6. the hiring of key personnel and the experience of our management;
7. the introduction of new products;
8. the risk inherent in the development and expansion of our products;
9. our stage of development and material risks related to our business;
10. the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company given the prevailing market conditions and the nature and history of our business;
11. industry trends and competitive environment;
12. trends in consumer spending, including consumer confidence;
13. overall economic indicators, including gross domestic product, employment, inflation and interest rates; and
14. 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 offer 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**

<b>Lender</b>	City of St. Paul
<b>Issue date</b>	11/07/19
<b>Amount</b>	\$75,000.00
<b>Outstanding principal plus interest</b>	\$60,685.00 as of 07/16/23
<b>Interest rate</b>	1.0% per annum
<b>Maturity date</b>	11/08/30
<b>Current with payments</b>	Yes

**Loan**

<b>Lender</b>	SBA
<b>Issue date</b>	08/15/21
<b>Amount</b>	\$149,900.00
<b>Outstanding principal plus interest</b>	\$162,676.00 as of 07/16/23
<b>Interest rate</b>	7.75% per annum

**Maturity date** 08/19/50  
**Current with payments** Yes  
*EIDL Covid-19 loan*

**INSTRUCTION TO QUESTION 24:** *Some 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
12/2022	Section 4(a)(2)	Preferred stock	\$1,560,000	General operations
12/2022	Section 4(a)(2)	Convertible Note	\$1,770,500	General operations
3/2023	Regulation D, Rule 506(b)	Preferred stock	\$1,284,958	General operations
7/2023	Regulation D, Rule 506(b)	Preferred stock	\$273,055	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:

- any director or officer of the issuer;
- 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;
- if the issuer was incorporated or organized within the past three years, any promoter of the issuer;
- or 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** Mary Lynne and Mike Perushek  
**Amount Invested** \$50,000.00  
**Transaction type** Convertible note  
**Issue date** 05/05/19  
**Interest rate** 5.0% per annum  
**Discount rate** 20.0%  
**Maturity date** 04/27/27  
**Converted** Yes  
**Valuation cap** \$6,000,000.00  
**Relationship** Parents of co-founder Erinn Farrell

**Name** Judy and Tom Giel  
**Amount Invested** \$25,000.00  
**Transaction type** Convertible note  
**Issue date** 06/20/19  
**Interest rate** 5.0% per annum  
**Discount rate** 20.0%  
**Maturity date** 04/27/27  
**Converted** Yes  
**Valuation cap** \$6,000,000.00  
**Relationship** Parents of co-founder Liz Giel

**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 form.*

*The term "immediate family" includes any child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spouse 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 "spouse equivalent" means a cohabitant occupying a relationship generally consistent 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, state 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

The Coven is a co-working community designed for belonging. The Company is a network of physical and digital communities centered on the experiences of women, non-binary, and trans folks yet open to all. Formed in 2017, we create the conditions for physical and psychological safety to flourish, increasing our members' biases for action and risk taking along the way. Our business is a catalyst for transformation offering workshops, connections, and coaching online and in person.

#### Milestones

The Coven, Inc. was originally organized as an LLC on July 11, 2017. The company later converted to a Delaware C-Corp in August 2019.

Since then, we have:



- \$65K MRR
- 750+ active paying members
- Signed and opened The Coven's first franchise within 6 months of franchise launch announcement.
- The Coven serves underdog cities in the middle and southern U.S. bursting with pent up demand
- Beyond workspace, we offer a robust set of tools and content designed for professional development
- Featured in Forbes, Fortune, Inc Magazine, Architectural Digest, Business Insider and more.
- Have closed \$1.535M of our current \$2.5M seed round in the last four months.

#### Historical Results of Operations

- **Revenues & Gross Margin.** For the period ended July 31, 2022, the Company had revenues of \$609,472 compared to the year ended July 31, 2021, when the Company had revenues of \$712,585. Our gross margin was 98.76% in fiscal year 2022, compared to 92.06% in 2021.
- **Assets.** As of July 31, 2022, the Company had total assets of \$457,532, including \$31,957 in cash. As of July 31, 2021, the Company had \$926,527 in total assets, including \$779,394 in cash.
- **Net Loss.** The Company has had net losses of \$821,398 and net losses of \$252,266 for the fiscal years ended July 31, 2022 and July 31, 2021, respectively.
- **Liabilities.** The Company's liabilities totaled \$2,314,892 for the fiscal year ended July 31, 2022 and \$1,962,489 for the fiscal year ended July 31, 2021.

#### Liquidity & Capital Resources

To-date, the company has been financed with \$347,261 in debt, \$3,118,013 in equity, and \$1,845,500 in convertibles.

After the conclusion of this Offering, should we hit our minimum funding target, our projected runway is 36 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 36 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

The Coven, Inc. cash in hand is \$933,728, as of July 2023. Over the last three months, revenues have averaged \$87,107/month, cost of goods sold has averaged \$0/month, and operational expenses have averaged \$186,852/month, for an average burn rate of \$99,745 per month. Our intent is to be profitable in 36 months.

2021 and 2022 were materially challenging with regards to the COVID-19 Pandemic. Since the date of our financials, we re-opened our spaces at limited capacity in July 2020; however, continued to see multiple variants in the following 2 years that didn't allow us to get to full capacity until 2023.

The spread of COVID-19 severely impacted many local economies around the globe. In many countries, businesses were forced to cease or limit operations for long or indefinite periods of time. Measures taken to contain the spread of the virus, including travel bans, quarantines, social distancing, and closures of non-essential services triggered significant disruptions to businesses worldwide, resulting in an economic slowdown.

As The Coven was operating a physical coworking space throughout 2021-2022 during the COVID-19 pandemic, we incurred significant losses due to being unable to operate at full capacity and an increase in expenses due to rent back-pay as well as expenses incurred to develop a digital platform to supplement our physical space membership.

We have seen a steady increase in memberships in the wake of the pandemic's easing and an increased focus on a new way of working. The Coven's private offices in existing locations are sold out and team memberships continue to grow as companies look to release traditional leases in favor of flexibility.

We anticipate the next 3 months of revenue to be \$409K. The Coven will be collecting franchise fees from our first two franchisees as well as additional corporate revenue that falls in Q3. Expenses will be at \$542,242 driven by an increased spend in marketing to generate franchise leads.

We are not profitable, but completing the current \$2.5M seed round will give us enough runway to become cashflow positive in the next 36 months. We anticipate consistent cashflow and additional opportunities for corporate and enterprise revenue as we expand nationally with the ramp up of franchisees.

Besides Wefunder, we have closed \$1.558M in the current Seed round of funding and are looking to close \$2-2.5M in total including monies raised via Wefunder. We have enough cash on hand to sustain the business and have started to deploy Seed capital to growth channels like sales, franchise development, marketing, and corporate partnerships.

All 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. Disclose the other available sources of capital to the business, such as lines of credit or required contributions by shareholders. Refer to the issuer in this Question 28 and these disclosures 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, Bethany Iverson, certify that:

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

*Bethany Iverson*  
 Founder / Partner

## 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:

- in connection with the purchase or sale of any security?  Yes  No
- involving the making of any false filing with the Commission?  Yes  No
- 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:

- in connection with the purchase or sale of any security?  Yes  No
- involving the making of any false filing with the Commission?  Yes  No
- 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:

- at the time of the filing of this offering statement bars the person from:
  - association with an entity regulated by such commission, authority, agency or officer?  Yes  No
  - engaging in the business of securities, insurance or banking?  Yes  No
  - engaging in savings association or credit union activities?  Yes  No
- 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(d) or 15B(c) of the Exchange Act or Section 203(a) or (f) of the Investment Advisers Act of 1940 that, at the time of the filing of this offering statement:

- suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, investment adviser or funding portal?  Yes  No
- places limitations on the activities, functions or operations of such person?  Yes  No
- 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:

- 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
- 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)(5) 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 501(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 in the case 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 33. 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:

<https://www.thecoven.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](#)  
[The Coven Subscription Agreement](#)

[Appendix C: Financial Statements](#)

[Financials 1](#)

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

[Alexandra Steinman](#)  
[Bethany Iverson](#)  
[Elizabeth Giel](#)  
[Erinn Farrell](#)

[Appendix E: Supporting Documents](#)

[FILED\\_The\\_Coven\\_Inc\\_-\\_DE\\_Restated\\_and\\_Amended\\_Articles\\_50638884.1\\_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](#)  
[The Coven Subscription Agreement](#)

[Appendix C: Financial Statements](#)

[Financials 1](#)

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

[Alexandra Steinman](#)  
[Bethany Iverson](#)  
[Elizabeth Giel](#)  
[Erinn Farrell](#)

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.

The Coven, Inc.

By

*Bethany Iverson*

Co-founder / Partner

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.

*Elizabeth Giel*

Co-founder / Partner  
7/19/2023

*Erinn Farrell*

Co-founder / Partner  
7/19/2023

*Alexandra Steinman*

Co-founder / Partner  
7/19/2023

*Bethany Iverson*

Co-founder / Partner  
7/19/2023

*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.