

OFFERING MEMO



Crowd Funded Stock Offering

ICWF Marketing, Inc

A Georgia Corporation

Invest Georgia Exemption

Governing Regulation

\$2.00

Share Price

\$200.00

Minimum Investment

Voting Common Stock

Security Type

Residency Requirement

Investor Must Be a Georgia Resident

250,000

Number of Shares Available

\$10,000

Maximum Investment By Unaccredited Investor

The material presented herein is for informational purposes only and is not an offer to sell or a solicitation of an offer to buy any security or to invest in ICWF Marketing, Inc. This material may not be relied upon in connection with the purchase or sale of any security or investment in ICWF Marketing, Inc. Investments will be made only to qualified prospective investors pursuant to the attached Offering Memorandum and in a form acceptable to ICWF Marketing, Inc.

OFFERING MEMORANDUM

ICWF MARKETING, INC.

UP TO 250,000 SHARES \$2.00 PER SHARE COMMON STOCK

ICWF Marketing, Inc., a Georgia corporation (the "Company" or "ICWF"), is offering, to unaccredited and accredited investors, up to 250,000 shares of its common stock, par value \$0.0000001 per share ("Common Stock"), at an offering price of \$2.00 per share (such shares of Common Stock offered hereby are referred to herein as the "Shares") (collectively, the "Offering").

The Offering represented by this memorandum and the exhibits hereto (this "Memorandum"), is made only to the person or entity who meets the requirements of the Invest Georgia Exemption as defined in the Georgia Compiled Rules and Regulations Rule 590-4-2-.08 (the "Invest Georgia Exemption" or the "IGE"), as amended (the "Securities Act"). The terms "we," "us," "our" and the "Company" refer to ICWF, Inc. The terms "you" or "your" refer only to the person who purchases Shares pursuant to this Offering. There is currently no public market for the Shares, and none is expected to develop upon the completion of this offering. No assurance can be given that a public market will ever develop for the Shares and the Company has no obligation to register the Shares under the Securities Act or to create a market for the Shares.

None of the Shares offered hereby have been registered under the Securities Act or the securities laws of any state and are being offered and sold in reliance on exemptions from the registration requirements of the Securities Act and exemptions from registrations requirements of state securities laws. The Shares have not been approved or disapproved by the Securities and Exchange Commission (the "Commission"), any state securities commissions or other regulatory authorities, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy of adequacy of this Memorandum. Any representation to the contrary is unlawful.

AN INVESTMENT IN THE SHARES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PROSPECTIVE INVESTORS WHO CAN AFFORD TO SUSTAIN THE LOSS OF THEIR ENTIRE INVESTMENT.

COMMON STOCK OFFERING

Offering	Number of Shares ¹	Price Per Share	Total Price	Total Net Proceeds ²
Common Stock, par value \$0.0000001 per share	250,000	\$2.00	\$500,000.00	\$450,000.00

- (1) We will offer Shares only to investors on a "best efforts" basis, through the efforts of our executive officers and our directors in those jurisdictions where sales by anofficer or a director of the Company are permitted by law. No selling commissions will be paid with respect to the sale of any of the Shares by any officer or director of the Company.
- (2) Net proceeds reflect deduction of approximately \$50,000 for estimated expenses to complete this Offering.

September 8, 2021

This Memorandum has been prepared in connection with the Invest Georgia Offering of the Shares and does not constitute an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized or in which the making of such an offer or solicitation would be unlawful. This Memorandum constitutes an offer only to proposed investors that meet the requirements listed in the IGE. If a purchaser desires to purchase more than \$10,000 worth of Shares, then the purchaser must be an "accredited investor" as defined by Regulation D promulgated under the Securities Act.

We have not authorized any broker or any other person to give any information or to make any representations other than those contained in this Memorandum. Do not rely on any oral or written information or representations that are not set forth in this Memorandum. By completing the checkout process and submitting payment to purchase the Shares, the investor represents that he or she has relied solely on the disclosures set forth in this Memorandum and not on any other disclosure, whether written or oral. Neither the delivery of this Memorandum, nor any sales made hereunder, shall under any circumstances create an implication that there has been no change in the matters discussed herein since the date of this Memorandum.

Prospective investors are not to construe the contents of this Memorandum as legal or other advice. None of the contents herein have been audited or confirmed by our advisors, accountants or legal counsel, and no opinions, declarations or verifications have been issued with respect to any such contents. Each investor must rely upon his or her own representatives, including his or her own counsel.

Prospective investors and/or his or her representatives may use the "Questions/Contact" button on the ICWF IGE Offering landing page to ask questions concerning the terms and conditions of this Offering and ICWF.

This Memorandum, including the Executive Summary and Investor Deck attached in connection herewith, includes certain statements and estimates provided by the Company with respect to the anticipated future performance, results of operations and/or business of the Company. Such statements and estimates reflect various assumptions by the Company concerning anticipated results, which assumptions may or may not prove to be correct. No representations are made as to the accuracy of such statements or estimates. Any such persons may use the information contained herein solely for purposes related to the recipient's possible investment in the Company.

FOR RESIDENTS OF THE STATE OF GEORGIA

In making an investment decision, investors must rely on their own examination of the Company and the terms of the offering, including the merits and risks involved. The Shares have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this memorandum. Any representation to the contrary is a criminal offense. The Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Company's Certificate of Incorporation, Bylaws, the Securities Act and applicable state securities laws, pursuant to registration or exemption therefrom. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

SUMMARY OF THE OFFERING

The following summary is qualified in its entirety by more detailed information appearing elsewhere in this Memorandum and in any exhibits hereto. You are urged to read this Memorandum in its entirety and to ask questions and obtain information from the Company prior to subscribing for any Shares.

ICWF MARKETING, INC.

ICWF Marketing, Inc. was incorporated in the State of Georgia on February 13, 2019 ("ICWF"). It is headquartered in Decatur, Georgia.

ICWF is a D2C (direct to consumer) e-Commerce company in the wood-char grilling vertical. The cornerstone product is QuadGrill, a premium-priced char-wood grill. QuadGrill is a multi-patented U.S. produced charcoal fired grill providing hassle-free grilling perfection without electricity, petroleum, cell phones, add-ons, or hacks. It has a full-size cooking surface, its versitile, and carries a lifetime warranty. The QuadGrill cooking style is the "go-to standard" outdoor cooking method throughout the world. QuadGrill is offered only through our online store, along with accourtements and wood-char products.

TERMS OF THE OFFERING APPLICABLE TO THE SHARES

Offering of Shares: The Company is offering up to 250,000 Shares of Common Stock at an offering price of

\$2.00 per Share. The Company reserves the right to increase or decrease the number of

Shares offered in the Offering.

Terms of the Offering of Shares: The Offering is made exclusively to persons who are Georgia residents as defined in the

Invest Georgia Exemption. The Shares are being offered by the Company through its executive officers and the members of its Board of Directors (the "Board") on a "best efforts" basis. The Company reserves the right to terminate or modify the terms of the Offering at any time. The Offering will begin as of the date of this Memorandum and will terminate at 11:59 P.M. Eastern Standard Time on December 31, 2022 (the "Offer Termination Date"), unless the Offer Termination Date is extended by the Company. The Company reserves the right (through the action of its officers or directors) to extend the Offer Termination Date for periods of not more than 3 calendar months each, but in no event beyond May 30, 2023. After receipt of proceeds from this Offering, the Company may conduct one or more closings until the earlier of the Offer Termination Date (or such extended date) or the sale of all the Shares offered hereby. Subscription payments received by the Company will not be placed in escrow and are subject to being accepted by the Company immediately upon their receipt. The Company may accept or reject any offer

to acquire Shares for any reason.

Registration Rights: Investors will have no Registration Rights with respect to the Shares.

TERMS OF THE OFFERING APPLICABLE TO THE SHARES

Use of Proceeds:	Gross proceeds to the Company will be \$500,000.00 assuming that all of the Shares offered by the Company are sold. The Company anticipates that the expenses of the offering will be approximately \$50,000, and that the Company's net proceeds will therefore be approximately \$450,000. The Company intends to use the proceeds of the Offering for working capital and general corporate purposes. If less than all of the Shares offered are sold, the Company may have limited or no working capital. See "Risk Factors - This is a Best Efforts Offering and Early Investors Face Higher Risks if the Maximum Offering is Not Completed."
Stock Ownership of the Company:	See below:

Number of Shares Outstanding

The following table sets forth information regarding beneficial ownership of the company's founders of any class of voting securities as of the date of this Memorandum.

Investor	Fully-Diluted Shares (including Common Stock and Options for Common Stock)	Fully-Diluted Ownership Percentage
Founders	6,200,000	70.0%

After the Offering, if all Shares are sold, 9,068,000 shares of Common Stock will be issued and outstanding, assuming there is no increase in the number of Shares to be offered hereunder.

RISK FACTORS

This offering involves a high degree of risk.

In addition to the other information set forth in this Memorandum, the following risk factors should be considered carefully in evaluating ICWF., our business and the terms of this Offering before purchasing any of the Shares. This Memorandum contains certain forward-looking statements that involve risks and uncertainties, such as statements of our plans, objectives, expectations, and intentions. The cautionary statements made in this Memorandum should be read as being applicable to all forward-looking statements wherever they appear in this Memorandum. Our actual results could differ materially from the results discussed or implied by the discussions set forth in this Memorandum. Factors that could cause or contribute to such differences include those discussed below, as well as those discussed elsewhere in this Memorandum.

We have limited operating history, and our future success will depend in large measure upon our ability to market our products "direct to the consumer" via our eCommerce platform.

There is no public market for our stock, and the stock could be subject to restrictions on transfer.

This is a best efforts offering, and early investors face higher risks if the maximum offering is not completed.

Management may apply the proceeds of this offering at it discretion.

We may not be able to develop customer awareness of our brand name.

We may not be able to attract customers.

We may not be able to effectively manage our expanding operations.

We may face substantial competition.

We may not pay dividends.

Our success depends on hiring and retaining key personnel.

We have agreed to indemnify our directors, and their liability is limited by our Certificate of Incorporation.

Our financial statements and books and records have not yet been audited.

The risks set forth above are not a complete list of the potential risks facing the Company. The Company realizes that significant risks may exist yet to be recognized or encountered to which it may not be able to effectively respond. There can be no assurance that the Company will be successful in addressing the listed risks or future potential risks, and any failure to do so could have a material and adverse effect on the Company's business, financial condition, and results of operations.

CAPITAL AND USE OF PROCEEDS

The Company is raising \$500,000.00 for 2.21% fully-diluted ownership of Common Stock of the Company. The Company has a Promissory Notes outstanding in an amount of \$1,008,652.19. This is not an "all or none" offering. The closing dates on all committed funds will be December 31, 2022, unless extended pursuant to the Company's right under this Offering. Future funding rounds should be expected.

We intend to use the net proceeds of this offering for: general corporate purposes including operating expenses, personnel compensation and related costs, working capital, inventory, systems development, consumer acquisition, contracting fees, , advertising, expansion of our sales and marketing operations, branding, securing intellectual property rights, technology enhancement and expansion of manufacturing infrastructure.

DESCRIPTION OF CAPITAL STOCK

Pursuant to our Certificate of Incorporation, our authorized capital stock consists of 20,000,000 shares of Common Stock, par value \$0.0000001 per share, and 20,000,000 shares of Preferred Stock, par value \$0.0000001 per share. As of the date of this Memorandum, 8,868,000 shares of Common Stock of the Company are issued and outstanding, and no shares of Preferred Stock of the Company are issued and outstanding.

Common Stock

Holders of the shares of Common Stock are entitled to one vote per share for the election of directors and all matters to be submitted to a vote of our stockholders subject to certain voting requirements set forth in the Stockholders' Agreement. The holders of Common Stock are entitled to share ratably in such dividends as may be declared by the Board and paid by us out of funds legally available, therefore. In the event of a dissolution, liquidation or winding-up of the Company, holders of the shares of Common Stock are entitled to share ratably in all assets remaining after payment of all liability. Holders of shares of Common Stock have no preemptive, subscription, redemption, or conversion rights. The shares of Common Stock offered herein are subject to certain restrictions on the transfer of such shares set forth in the Stockholders' Agreement, including without limitation, rights of first-refusal, co-sale rights, and drag-along rights and obligations in connection with the potential sale of the Company. The outstanding shares of Common Stock are, and any Common Stock issued by us upon conversion of Common Stock offered herein will be, duly authorized, validly issued, fully paid and non-assessable. The Company reserves the right, in its sole discretion, to reject any subscription in whole or in part.

Miscellaneous Provisions

No Registration. The purchaser understands that none of the Shares (the "Shares"), have been (nor will they be) registered under: (a) the Federal Securities Act of 1933, as amended (the "1933 Act"), on the grounds that this transaction is exempt from such registration under Section 4 thereof as part of an issue under the provisions of State of Georgia securities laws. The purchaser understands that reliance by the Company on such exemptions is predicated in part on the purchaser's representations contained in this Agreement.

Georgia Resident. Each purchaser of ICWF Common Stock pursuant to this IGE Offering must be a resident of a Georgia, as defined in the IGE.

<u>Purchaser's Representations and Warranties</u>. In order to induce the Company to accept this purchase, the purchaser represents, warrants, covenants and agrees as follows, acknowledging that the Company is relying of the accuracy and completeness of these representations and agreements in complying with its obligations under applicable securities laws.

(a) <u>Investment Intent</u>. The purchaser is acquiring the Shares, for the purchaser's own account, with the intention of holding such Shares for investment and not with the intention of participating, directly or indirectly, in any resale or distribution of the Shares.

- (b) <u>Limitations on Resale</u>. The purchaser understands that the Shares are subject to transfer restrictions included and proscribed by (i) the Offering Memorandum, (ii) the Company's Certificate of Incorporation, (iii) the Company's Bylaws, and (iv) securities laws. The purchaser understands that the Company is under no obligation to register the Shares and Shares under the 1933 Act or any state securities act. Further, the purchaser acknowledges that the Company has made no agreement to register the Shares and Shares under any such laws or to take action to provide for the future availability of any exemption thereunder. The purchaser understands that, consequently, the purchaser must bear the economic risk of the investment for an indefinite period of time.
- (c) <u>Stop Transfer Instructions; Legends</u>. The purchaser understands and agrees that the Shares are subject to transfer restrictions and agrees that stop-transfer instructions may be noted on the appropriate records of the Company, and that, if any are issued, there will be placed on the certificates for the Shares, or any substitutions therefor, a legend stating in substance:
- (d) Risk Factors. The purchaser acknowledges that it has read and understands the risk factors and other descriptions set forth in the Offering Memorandum, including but not limited to, the risks that (i) the Shares are not readily marketable, (ii) the Company has limited operating history and cannot give any assurance that it will operate profitably, and (iii) there is a significant degree of risk in investing in the Shares. The purchaser is able to bear the economic risk of the loss of the purchaser's entire investment in the Shares.
- (e) Authorization; Knowledge and Experience; Financial Capability and Net Worth. (i) The purchaser is an individual resident of the State of Georgia, has the full legal power and capacity to execute and deliver this Agreement, and, once executed by the purchaser, this Agreement shall constitute a valid and binding obligation of the purchaser, enforceable against the purchaser in accordance with its terms; (ii) the purchaser has such knowledge and experience in financial and business matters that the purchaser is capable of evaluating the merits and risks of the investment in the Shares; (iii) the purchaser has sufficient net worth and income to bear the economic risk of this investment; (iv) the purchaser has no need for liquidity of the investment and no reason to anticipate any change in the purchaser's financial circumstances which may cause or require any sale, transfer or other distribution of the Shares; (v) the purchaser has received and read a copy of the Offering Memorandum and has been offered the opportunity to ask such questions and obtain such additional information concerning the Company and its business and affairs as it deems necessary, so as to understand the nature of the investment in the Shares and to verify the accuracy of the information obtained as a result of investigation, and has chosen to request no additional information; (vi) the purchaser has been advised to consult with the purchaser's own legal counsel and tax advisors regarding legal matters and tax consequences of investing in the Company; (vii) other than as expressly set forth in this Agreement or the Offering Memorandum, neither the Company nor any other person has made any representation or warranty of any kind to the purchaser respecting the Company, its business and affairs; and (viii) the purchaser's decision to purchase the Shares has been made solely on the basis of the information obtained pursuant to the inspection, review, examination and inquiry referred to in this paragraph and has not been based on any other info
- (f) Accuracy of Information. All information which the purchaser has provided to the Company concerning the purchaser, the purchaser's financial position and the purchaser's knowledge of financial and business matters, including all information contained herein, is correct and complete as of the date hereof and if there should be any adverse change in such information prior to this subscription being accepted, the purchaser will immediately provide the Company with such information. The purchaser recognizes that the sale of the Shares to the purchaser will be based upon the purchaser's representations, warranties and statements set forth herein and hereby agrees to indemnify the Company and each officer, director or other controlling person thereof, for any liability or expense, including costs and reasonable attorneys' fees, which they may incur by reason of, or in connection with, any misrepresentation made by the purchaser in this Agreement, any breach of the purchaser's warranties and/or failure by the purchaser to fulfill any of the purchaser's covenants or agreements set forth herein or the sale or distribution of any Shares by the purchaser in violation of the 1933 Act or any other applicable state or federal securities laws.

Miscellaneous. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

<u>Arbitration</u>. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by Arbitration in accordance with the state of Georgia's Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.