

HARMON

HARMON RETAIL HOLDINGS INC.

PRIVATE PLACEMENT OFFERING

Subscription Booklet

Private Placement of up to 3,000,000 Shares of

Series A Convertible Preferred Stock

\$3,000,000 Offering

The securities offered hereby are speculative and involve a high degree of risk.

Minimum Purchase Price: \$2,500

Accredited Investors Only

August 2025

Legal Disclaimer: Harmon Retail Holdings Inc. (the “Company”) is currently undertaking a private placement offering pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the “Act”), and/or Rule 506 of Regulation D promulgated thereunder. Investors should consider the investment objectives, risks, and investment time horizon of the Company carefully before investing. The Offering Documents relating to the offering of preferred stock by the Company will contain this and other information and should be read carefully before investing. Securities of Harmon Retail Holdings Inc are being offered and sold in reliance on the exemption from registration set forth in Section 506(c) under the Act. In accordance therewith, you should be aware that (i) the securities may be sold only to “accredited investors,” which for natural persons are investors who meet certain minimum annual income or net worth thresholds; (ii) the securities will only be offered in reliance on an exemption from the registration requirements of the Act and will not be required to comply with specific disclosure requirements that apply to registration under the Act; (iii) the Securities and Exchange Commission will not pass upon the merits of or give its approval to the securities, the terms of the offering, or the accuracy or completeness of any offering materials; (iv) the securities will be subject to legal restrictions on transfer and resale and investors should not assume they will be able to resell their securities; investing in securities involves risk, and investors should be able to bear the loss of their investment. The summary may include “forward-looking statements” with the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Exchange Act of 1934 and are intended to be covered by the safe harbor provisions for forward looking statements. This information is supplied from sources we believe to be reliable but we cannot guarantee accuracy. Although we believe our expectations expressed in such forward looking statements are reasonable, we cannot assure you that they will be realized. Investors are cautioned that such forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from the anticipated results. The Company may, in the future, undertake a public offering pursuant to Regulation A under the Act or otherwise. No money or other consideration is being solicited at this time with respect to such an offering, and if sent in response to these materials for such an offering, it will not be accepted. No offer to buy securities can be accepted and no part of the purchase price can be received for an offering under Regulation A until an offering statement is qualified by the U. S. Securities and Exchange Commission, and any such offer may be withdrawn or revoked, without obligation or commitment of any kind, at any time before notice of its acceptance given after the

CONFIDENTIAL

qualification date. An indication of interest made by a prospective investor in a Regulation A offering is non-binding and involves no obligation or commitment of any kind.

INSTRUCTIONS FOR COMPLETION OF SUBSCRIPTION BOOKLET

Prospective investors should read the transaction documents for this proposed investment in Harmon Retail Holdings Inc (the “**Company**”), including the private placement offering memorandum dated as of July [], 2025 (“**PPM**”), Purchase Agreement (the “**Purchase Agreement**”), the certificate of designation of the Series A Preferred Shares, and this Subscription Booklet (collectively, the “**Transaction Documents**”) prior to purchasing any shares in this Offering (as such terms are defined below). In particular, you should not construe the contents of the Transaction Documents as investment or legal advice. You should consult your bankers, counsel, accountants, tax experts and other advisors as to legal, tax, business, financial and related aspects of an investment in the Shares (defined below). No representation or warranty is made as to whether, or the extent to which, the Shares constitute legal investments for investors whose investment authority is subject to legal restrictions. Such investors should consult their legal advisors regarding such matters.

The Company is offering up to a maximum of 3,000,00 shares of Series A Convertible Preferred Stock, par value \$0.001 (the “**Shares**”), on a best-efforts basis (the “**Offering**”), at a price of \$1.00 per Share.

Execution of this Subscription Booklet shall constitute execution of the Purchase Agreement. If you wish to invest in this Offering, this Subscription Booklet and the signature page included herewith must be executed and returned to:

Michael Epstein at: mepstein@digitaloffering.com

You should consult with an attorney, accountant, investment adviser or other adviser regarding an investment in the Company and its suitability for you. Investing in the Shares involves certain investment risks, including the possible loss of all of your investment. All subscription documents must be completed correctly and thoroughly, or they will not be accepted. If you wish to invest, please (a) complete, sign and return this Subscription Booklet and the relevant signature page contained herein.

- ☐ **Form CRS**
- ☐ **Section I** - Important Notices and Certifications
- ☐ **Exhibit A** – Individual/Joint Investor Form(s)
- ☐ **Exhibit B** - Entity Investor Form(s)
- ☐ **Exhibit C** – Accreditation Procedures

The purchase price for the Shares is exclusive of any costs incurred by an investor for legal, tax accounting or financial advice, including fees paid to his, her or its purchaser representative, if any.

Upon completing this Subscription Booklet and executing the signature page contained herein, the subscription made by the investor will be irrevocable and, unless the subscription is rejected, or the Offering is withdrawn, the subscriber will become an investor in this Offering. The Company may reject, in whole or in part, any subscription and at any time, in its absolute discretion for any reason whatsoever, including but not limited to, failure to conform to the requirements of the Offering, insufficient documentation, or oversubscription of the Offering. Investors who participate in this Offering will be required to deposit their funds directly to the Company. There is no minimum in this Offering, so there will be no continuing arrangements to place the funds in an escrow, trust or similar account, and all cleared funds will be available to the Company immediately.

Wiring Instructions:

Wilmington Trust Company

ABA #: 031100092

A/C #: []

A/C Name: Harmon Retail Holdings Escrow [FBO: INVESTOR NAME]

International Wires:

M&T

Buffalo, New York

ABA: 022000046

SWIFT: MANTUS33

Beneficiary Bank: Wilmington Trust

Beneficiary ABA: 031100092

A/C #: []

A/C Name: Harmon Retail Holdings Escrow

Bank Address:

Wilmington Trust Company

Capital Markets and Agency Division

Institutional Custody and Escrow Services

166 Mercer Street, Suite 2R

New York, NY 10012

Phone: 212-941-4416

Company Address:

Harmon Retail Holdings Inc.

2 Manhattanville Rd

Suite 403

Purchase NY 10577



A NEXT GENERATION INVESTMENT BANK
INTRODUCTION

CUSTOMER RELATIONSHIP SUMMARY

Digital Offering LLC ("D.O.") is registered with the Securities & Exchange Commission as a broker-dealer that provides brokerage accounts and services. D.O. is a member of FINRA and SIPC. Brokerage and investment advisory services and fees differ; it is important for you to understand the differences. Free and simple tools are available to research firms and financial professionals at: www.investor.gov/CRS which also provides educational materials about broker-dealers, investment advisers, and investing.

WHAT INVESTMENT SERVICES AND ADVICE CAN YOU PROVIDE ME?

D.O.'s primary business involves Investment Banking and acting as a Managing Broker-dealer. D.O. offers limited brokerage services to retail investors. For some customers, D.O. might act as a placement agent and assist a retail customer with the purchase of a private placement. The available investments might be limited based on account size, account type and/or investment type. Some investments have a minimum investment amount which will be disclosed in the offering documents for each investment. As a placement agent, D.O. might make a recommendation or provide investment advice to a retail investor. The ultimate decision to purchase or sale an investment is the responsibility of the retail investor. D.O. does not open (or hold) accounts for retail investors and does not provide any monitoring of the investment(s).

Conversation Starters. Given my financial situation should I choose a brokerage service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?

WHAT FEES WILL I PAY?

- The fee you pay is based on the specific transaction and not on the value of your account.
- For investments in private placements of securities, the fees paid to D.O. will be deducted from the amount of investment money sent to the issuer of the securities. The Amended and Restated Private Placement Memorandum will contain information for the amount specific to the offering.
- Retail investors might incur additional fees from their own banking and financial institutions as a result of their investment. These fees include, but are not limited to, wire, check and ACH charges involved when purchasing the investment and custody charges depending on where the investment will be custodied.
- The more transactions in your account, the more fees we will charge you. We therefore have an incentive to encourage you to engage in transactions.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

Conversation Starter. Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

WHAT ARE YOUR LEGAL OBLIGATIONS TO ME WHEN PROVIDING RECOMMENDATIONS? HOW ELSE DOES YOUR FIRM MAKE MONEY AND WHAT CONFLICTS OF INTEREST DO YOU HAVE?

When we provide you with a recommendation, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations we provide you. Here are some examples to help you understand what this means.

- Proprietary products are investments that are issued, sponsored, or managed by our firm or affiliates. We and our affiliates make money on proprietary products which may be similar to non-proprietary products which may cost less.
- We can make extra money by selling you certain investments either because they are managed by someone related to our firm or because they are offered by companies that pay our firm to sell their investments. Your financial professional also receives more money if you buy these investments.
- Some investment offerings, such as private placements, provide additional compensation to D.O. in the form of warrants or other non-cash compensation.

Conversation Starter. How might your conflicts of interest affect me, and how will you address them?

HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?

Financial professionals receive compensation directly related to investor's investments in the form of commissions. Commissions in private placements of securities can be found in the Private Placement Memorandum associated with the offering which must be provided to you prior to making an investment.

DO YOU OR YOUR FINANCIAL PROFESSIONALS HAVE LEGAL OR DISCIPLINARY HISTORY?

Yes. Visit www.investor.gov/CRS for a free and simple search tool to research us and our financial professionals. For additional information about our brokers and services, visit <https://brokercheck.finra.org/>, and our web site www.digitaloffering.com.

Conversation Starter. As a financial professional, do you have any disciplinary history? For what type of conduct?

ADDITIONAL INFORMATION

- You may find additional information about our brokerage services at our website www.digitaloffering.com.
- You may request a copy of the Form CRS Relationship Summary by contacting your investment professional or our main office at (866) 209-1955.

Conversation Starter. Who is my primary contact person? Is he or she a representative of an investment adviser or broker-dealer? Who can I talk to if I have concerns about how this person is treating me?

SECTION I

IMPORTANT NOTICES AND CERTIFICATIONS

NOTICES

- Your Subscription Booklet is comprised of Exhibits A, B, and C hereto and a signature page is included in this Subscription Booklet as Exhibit A for individual/joint investors or Exhibit B for entities.
- You, as an individual, or you, on behalf of the subscribing entity, are being asked to complete this Subscription Booklet so a determination can be made as to whether or not you or the subscribing entity are qualified to purchase the Shares under applicable federal and state securities laws.
- Your answers to the questions contained herein must be true and correct in all respects, and a false representation by you may give rise to a violation of law for which a claim for damages may be made against you.
- Your answers will be kept strictly confidential; however, by signing this Subscription Booklet, you will be authorizing the Company to present a completed copy of this Subscription Booklet (and any completed questionnaires and related information submitted by you in connection therewith) on a confidential basis to its counsel and such other advisors to the Company as they may deem appropriate in order to determine that the offer and sale of the Shares will not result in a violation of the Securities Act or of the securities laws of any state or of any other jurisdiction.
- **All questions must be answered.** If the appropriate answer is “None” or “Not Applicable,” please state so. Please print or type your answers to all questions and attach additional sheets if necessary, to complete your answers to any item. Please initial any correction.
- You hereby agree that the execution of the signature page set forth herein constitute agreement to be bound by the terms and conditions hereof and all of the other documents constituting the Transaction Documents.

Individual Subscribers:

- If the Shares subscribed for are to be owned by more than one person, you and the other co-subscriber must each complete a separate Subscription Booklet (except if the co-subscriber is your spouse) and sign the signature page to the Shareholders Agreement included with this Subscription Booklet. If your spouse is a co-subscriber, you must indicate his or her name and social security number.

CERTIFICATIONS

- I understand that investment in the Shares is an **illiquid investment**. In particular, I recognize that: (i) I must bear the economic risk of investment in the Shares for an indefinite period of time, since the Shares have not been registered under the Securities Act and therefore cannot be sold unless either they are subsequently registered under the Securities Act or an exemption from such registration is available and, if requested by the Company, an opinion of counsel or other evidence reasonably satisfactory to the Company to that effect is provided; and (ii) no established market will exist and it is possible that no public market for the Shares, or any part thereof or any security underlying any part thereof, will develop. I consent to the affixing by the Company of such legends on certificates representing the Shares (or any part thereof) as any applicable federal or state securities law or any securities law of any other applicable jurisdiction may require from time to time.

_____ **Initial**

- The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the Investor’s investment in the Shares and is able to bear such risks, and has obtained, in the Investor’s judgment, sufficient information from the Company to evaluate the merits and risks of such investment. The Investor has evaluated the risks of investing in the

Shares, understands there are substantial risks of loss incidental to the purchase of the Shares and has determined that the purchase of Shares is a suitable investment for the Investor and that the Investor can sustain a complete loss of the Investor's investment in the Company.

_____ **Initial**

- I represent and warrant to the Company that: (i) the financial information provided in this Subscription Booklet relating to me is complete, true and correct in all material respects; (ii) I and my investment managers, if any, have carefully reviewed and understand the risks of, and other considerations relating to, a purchase of Shares, including, without limitation, the Risk Factors as set forth in the PPM; (iii) I and my investment managers, if any, have been afforded the opportunity to obtain any information necessary to verify the accuracy of any representations or information presented by the Company and have had all inquiries to the Company answered, and have been furnished all requested materials, relating to the Company and the offering and sale of the Shares and anything set forth in the Transaction Documents; (iv) neither I nor my investment managers, if any, have been furnished any offering literature by the Company or any of its affiliates, associates or agents other than the Transaction Documents, and the agreements referenced therein; and (v) I am acquiring the Shares for which I am subscribing for my own account, as principal, for investment and not with a view to the resale or distribution of all or any part of the Shares in violation of federal, state or other applicable securities laws.

_____ **Initial**

- I hereby agree that the Company may deliver all notices, financial statements, and any and all other documents, information and communications concerning the affairs of the Company, including, without limitation, information about my investment, required or permitted to be provided to me hereunder by means of e-mail or by posting on an electronic message board or by other means of electronic communication. By signing this Subscription Booklet, I hereby consent to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating in any way to my rights, obligations or services under the Transaction Documents or as an investor in the Company. In connection with the U.S. Securities and Exchange Commission's electronic delivery of information requirements, I further agree to receive electronic mail for the purpose of recertifying this Certification through negative consent and agree to notify the Company in writing if I no longer agree to receive such communications by electronic means.

_____ **Initial**

- I represent that my investment objective is speculative in that I seek the maximum total return through an investment in a broad spectrum of securities, which involves a higher degree of risk than other investment styles and therefore my risk exposure is also speculative.

_____ **Initial**

- The Shares offered hereby are highly speculative and involve a high degree of risk and I should only purchase these securities if I can afford to lose my entire investment.

_____ **Initial**

- I understand that the purchase price per Share is exclusive of any costs incurred by me for legal, tax, accounting or financial advice, including fees paid to my purchaser representative, if any.

_____ **Initial**

- The undersigned, if a corporation, partnership, trust or other form of business entity, (i) is authorized and otherwise duly qualified to purchase and hold the Shares, (ii) has obtained such additional tax and other advice that it has deemed necessary, (iii) has its principal place of business at its residence address set forth in this Subscription Booklet, and (iv) has not been formed for the specific purpose of acquiring the Shares (although this may not necessarily disqualify the subscriber as a purchaser). The persons executing

the Subscription Booklet, as well as all other Transaction Documents related to the Offering, represent that they are duly authorized to execute all such Transaction Documents on behalf of the entity. (If the undersigned is one of the aforementioned entities, it agrees to supply any additional written information that may be required.)

_____ **Initial**

- All of the information which I have furnished to the Company and which is set forth in the Subscription Booklet is correct and complete in all material respects as of the date of the Subscription Booklet. If any material change in this information should occur prior to my subscription being accepted, I will promptly furnish the revised or corrected information. I further agree to be bound by all of the terms and conditions of the Offering and the Transaction Documents. I agree to indemnify and hold harmless the Company and its officers, directors, employees and affiliates from and against all damages, losses, costs and expenses (including reasonable attorneys' fees and expenses) that they may incur by reason of the failure of the undersigned to fulfill any of the terms or conditions of this Subscription Booklet or by reason of any breach of the representations and warranties made by the undersigned herein or in any agreement provided by the undersigned to the Company. This subscription is not transferable or assignable by me without the written consent of the Company (provided, however, that for the avoidance of doubt, any securities acquired in the Offering are transferrable without the consent of the Company, subject to any restrictions on transfer specified in the other Transaction Documents). If more than one person has signed this Subscription Booklet, the obligations of each such signatory to this Subscription Booklet shall be joint and several and the representations and warranties contained in this Subscription Booklet shall be deemed to be made by, and be binding upon, each of these persons and his or her heirs, executors, administrators, successors and assigns (but, for the avoidance of doubt, such obligations of the persons signing this Subscription Booklet are several, and not joint, with any other investor in the Offering). This subscription, upon acceptance by the Company, shall be binding upon my heirs, executors, administrators, successors and assigns. This Subscription Booklet shall be construed in accordance with and governed in all respects by the internal laws of the State of Delaware.

_____ **Initial**

- I certify that (1) my taxpayer identification number shown in this Subscription Booklet is correct and (2) I am not subject to backup withholding because (a) I have not been notified that I am subject to backup withholding as a result of a failure to report all interest and dividends or (b) the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (If you have been notified that you are subject to backup withholding and the Internal Revenue Service has not advised you that backup withholding has been terminated, strike out item (2) in the sentence directly above.)

_____ **Initial**

- The acceptance of my subscription together with the appropriate remittance will not breach any applicable money laundering rules and regulations and I undertake to provide verification of my identity reasonably satisfactory (on a confidential basis) to the Company promptly on request. I acknowledge that due to money laundering requirements operating within their respective jurisdictions, the Company may require further identification of me/us before applications can be processed. The Company shall be held harmless and indemnified by me against any loss arising from the failure to process this application if such information as has been reasonably required from me has not been provided by me.

_____ **Initial**

- I understand that the Subscription Booklet relating to the Offering will be irrevocable, and unless the subscription is rejected or withdrawn, I will become an investor in this Offering. I understand that the Company may accept any subscription at any time in their sole and absolute discretion. They may reject, in whole or in part, any subscription and at any time, in their absolute discretion for any reason

whatsoever, including but not limited to, failure to conform to the requirements of the Offering, insufficient documentation, or oversubscription of the Offering.

_____ **Initial**

- I understand that the Company has engaged Digital Offering, LLC, as placement agent for the Company in connection with the financing set forth in this Subscription Booklet. The Company has agreed to pay to the Placement Agent or its designees, a cash placement fee (the “**Placement Fee**”) equal to 7.0% of the gross proceeds of the Offering raised by the Company. For all investors directly introduced by the Company that are Company Referrals, the Company agrees to pay Digital Offering, concurrently with each closing of the Offering, a cash placement fee (the “**Placement Fee**”) equal to 3.0% of the gross proceeds of the Offering. I understand that the Company has engaged Digital Offering as one of its financial advisors and will receive, as part of their compensation, equity ownership interests in the Company in the amount of up to 500,000 five year warrants exercisable at \$.75 per share. I recognize that the financial interests of Digital Offering, could create potential or actual conflicts of interest, including an appearance of conflict with respect to the performance of Digital Offering’s obligations to the Company under its engagement agreement with the Company.

_____ **Initial**

- I certify that I have carefully read the Risk Factors set forth in the PPM.

_____ **Initial**

**EXHIBIT A
INDIVIDUAL/JOINT INVESTOR FORM(S)**

ALL INDIVIDUAL/JOINT INVESTORS MUST COMPLETE EXHIBIT A

Name of Investor *(please print or type)*

Social Security Number (Tax I.D. Number)

Amount of Subscription*

* minimum subscription amount is \$2,500 or 2500 Share

Number of Shares Purchased

Type of Investor -

- ☐ Individual
☐ Joint Tenants (with Rights of Survivorship)

Full Mailing Address *(Exactly as it should appear on labels):*

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr. ☐ Other _____

Phone	Cell number
E-mail	Fax number

If different from Full Mailing Address above; please supply a Residence (individual) or Principal Place of Business (entity) address *(no P.O. boxes, please)*:

Phone	Cell number
E-mail	Fax number

ANTI-MONEY LAUNDERING INFORMATION

This Subscription Booklet will not be deemed complete, regardless of whether the subscriber has already wired funds, until all of the required documentation is received.

Identity Document (all investors must attach)

- ☐ **A government issued form of picture identification**
(e.g. a passport, driver's license, other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard).
- ☐ **Proof of Mailing, Residence or Place of Business Address** (e.g., current utility bill).

Payment Source Credit Card

COMPANY IS RESPONSIBLE FOR THE CREDIT CARD PROCESSING FEE OF 4.00% + \$0.30

- (a) Account holder name (if different from Investor, above): _____
- | | YES | NO |
|---|--------------------------|--------------------------|
| (b) Is the Card Holder located in the U.S. or another Approved FATF Country ^{1*} ? | ☐ | ☐ |

Payment Source Information for Wires

- (a) Account holder name (if different from Investor, above): _____
- | | YES | NO |
|---|--------------------------|--------------------------|
| (b) "Wiring Bank" from which payment is being wired: _____ | | |
| (c) Is the Wiring Bank located in the U.S. or another Approved FATF Country ^{2*} ? | ☐ | ☐ |
| If yes, please answer question (d) below. | | |
| (d) Is the Investor an account holder at the Wiring Bank? | ☐ | ☐ |

BROKER-DEALER AFFILIATE STATUS

	YES	NO
Are any investors an affiliate of a broker-dealer?	☐	☐

If yes, do you certify that you bought the Shares in the ordinary course of business, and at the time of purchase, you had no agreements or understandings, directly or indirectly, with any person to distribute the Shares?

	YES	NO
	☐	☐

Note: If your response to the foregoing question is "no," the SEC's staff has indicated that you may be required to be identified as an underwriter in a future registration statement relating to the Shares or the securities underlying the Shares.

Relationships with the Company

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% or more of the equity securities of the undersigned) has held any position or office or has

^{1*} As of the date hereof, approved countries that are members of the Financial Action Task Force on Money Laundering (each, an "Approved FATF Country") are: Argentina, Australia, Austria, Belgium, Brazil, Canada, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Luxembourg, Mexico, Kingdom of the Netherlands, New Zealand, Norway, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United States.

had any other material relationship with the Company (or its predecessors or affiliates) during the past three years. State any exceptions here:

ACCREDITED INVESTOR

In order to ensure compliance with Rule 506(c) promulgated under Regulation D, the Investor must initial the applicable item below to indicate which method it will use to verify its status as an “accredited investor” as defined in Regulation D, and to make any necessary representations and warranties in connection with the verification of its status as an accredited investor.

FOR INDIVIDUAL ACCOUNTS

(Please initial **ONE** of the following, as appropriate)

 1. The Investor has an individual **net worth** in excess of \$1,000,000 and represents and
Initial warrants that such Investor has considered all liabilities necessary to make a determination
of net worth as detailed in Exhibit C below.

OR

 2. The Investor has **joint net worth** with his or her spouse, in excess of \$1,000,000 and
Initial (a) such Investor represents and warrants that such Investor has considered all
liabilities and/or debts owed by investor necessary to make a determination
of Investor's net worth
please initial here: _____
AND

OR

(b) such Investor's spouse represents and warrants that he/she has considered all
liabilities and/or debts owed by investor necessary to make a determination
of his/her net worth
spouse please initial here: _____

 3. Investor had **individual income** (exclusive of any income attributable to spouse) of more
Initial than \$200,000 in each of the past two years and represents and warrants that such Investor
reasonably expects to reach the same income level in the current year.

OR

 4. The Investor had **joint income** with their spouse of more than \$300,000 in each of the past
Initial two years and
(a) such Investor represents and warrants that he/she has a reasonable expectation
of reaching the joint income level necessary to qualify as an accredited
investor
please initial here: _____
AND
(b) such Investor's spouse represents and warrants that he/she has a reasonable
expectation of reaching the joint income level necessary to qualify as an
accredited investor
spouse please initial here: _____

OR

Initial

5. Investor represents he/she is a natural person who is a “knowledgeable employee,” as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act.

OR

Initial

6. Investor represents that he/she is a “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in paragraph (a)(12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii).

OR

Initial

7. Investor represents that he/she is a natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status.

SIGNATURE PAGE

INDIVIDUAL/JOINT INVESTOR

Individual/Joint Investors must sign this page.

By signing below, Investors agree to be bound by the terms of this Subscription Booklet, the Purchase Agreement, the other Transaction Documents and any certifications contained herein and all other Transaction Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Investor name (please print): _____

Signature: _____ Date: _____

Amount of Subscription*

* minimum subscription amount is \$5,000 or 5000 Share

Number of Shares Purchased

Address:

Phone

Number: _____

—

Cell Number:

Email Address:

COMPANY ACCEPTANCE:

Acceptance Date: _____

Joint Signer (if applicable)

Name: _____

Signature: _____

Date: _____

**HAR
MON
RETA
IL
HOL
DING
S
INC.**

By: __

Name:
Jonah
Raska
s
Title:
CEO

EXHIBIT C

Summary of Process for Verification of Accredited Investor Status

The definition of an individual accredited investor under the Securities Act of 1933, Rule 501(a)³ is that you have (i) gross individual income of \$200,000 – or \$300,000 with your spouse if filing jointly – in both of the previous 2 years with a reasonable expectation that you will attain that level of income in the current year, or; (ii) individual net worth (excluding primary residence) – or joint net worth with a spouse – in excess of \$1,000,000. You may wish to visit the SEC website to learn more, and view their Accredited Investor Information¹. Note that income verification is valid for 12 months from the date we confirm it, while net worth verification is only valid for 3 months from the date we confirm it. Unverified investors will not be permitted to participate in this Offering.

3 Ways to Get Verified

1. Please have your CPA, attorney, registered investment advisor, or broker-dealer email us a letter on their letterhead, using this template (the pro-letter document provided below), attesting to your status as an accredited investor based upon their knowledge of your income or your net worth. This letter must be dated within the prior 60 days.
2. You may instead send income verification documents (such as IRS Forms 1040 or W-2) for us to review that evidence your income for the prior two years.
3. You may instead send asset verification documents (such as bank or brokerage statements dated within the past 60 days), which we will review.

This Subscription Booklet will not be deemed complete, regardless of whether Investor has already wired funds, until all of the required verification document described above is received by the Company. If the document is not received funds will be returned to the Investor and the subscription will not be accepted.

³ <https://www.sec.gov/fast-answers/answers-accredhtm.html>

[CERTIFIER LETTERHEAD]

Accredited Status Certification Letter

Harmon Retail Holdings Inc.
2 Manhattanville Rd
Suite 403
Purchase NY 10577

Re: Determination of Accredited Investor status

To whom it may concern:

[Client name] ("Client") has asked us to provide **Harmon Retail Holdings Inc.** ("Issuer") with this letter to assist you in your determination of whether Client is an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "Securities Act").

[I/We] hereby certify that [I/we] [am/are], (please check the appropriate box):

- ☐ a registered broker-dealer, as defined in the Securities Exchange Act of 1934;
- ☐ an investment adviser registered with the Securities and Exchange Commission;
- ☐ a licensed attorney in good standing under the laws of the jurisdictions in which I'm admitted to practice law;
- ☐ a certified public accountant in good standing under the laws of the place of my residence or principal office.

We draw your attention to the fact that the determination of whether a person is an accredited investor is a factual question and therefore not susceptible to a legal opinion. Accordingly, this letter is not a legal opinion.

We hereby confirm that the Client is an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act. In connection with this letter, we have examined and relied upon the original or copies of the following documents (the "Client Materials"), please check the appropriate box(es):

☐ Tax returns for the years [] and [] (each, a "Tax Year") filed by Client and [his/her] spouse on **Form 1040** (the "Tax Returns"), accompanied by a certificate of the Client that the copies of the Tax Returns provided were true, correct and complete, filed with the appropriate office of the Internal Revenue Service, prepared in full compliance with applicable law and governmental regulations and have not been amended.

☐ A **certificate** executed by Client [and spouse], addressed to the Issuer or us, stating such persons: (i) have had a **joint income** in excess of \$300,000 in each of the two most-recent years and a **reasonable expectation of joint income** in the current year in excess of \$300,000; or (ii) have a joint "**net worth**" with Client's spouse in excess of \$1,000,000,

☐ A **certificate** executed by Client, addressed to the Issuer or us, stating such person: (i) has had an **individual income** in excess of \$200,000 in each of the two most-recent years and a **reasonable expectation of income** in the current year in excess of \$200,000; or (ii) has an individual "**net worth**" in excess of \$1,000,000.

☐ **Form 1099** filed with the Internal Revenue Service "IRS" by Client [and spouse] for the two most-recent years;

☐ **Schedule K-1 of Form 1065** filed with the IRS by Client [and spouse] for the two most recent-years;

☐ **Form W-2** filed with the IRS and provided to Client by its employer [and spouse] for the two most recent-years;

☐ Other **Internal Revenue Service** documents (please specify): _____.

☐ **Bank, brokerage** and other statements of **securities** holdings, certificates of deposit, tax assessments, or appraisal reports issued by independent third parties to Client, dated within three months of the date of this Letter;

☐ Other documents (please specify): _____.

We have not conducted any other investigation or inquiries of Client and have not determined whether the above documents were accurately prepared, agree with source documents, were properly filed or otherwise.

By rendering this letter, we do not intend to waive any attorney-client privilege, as applicable. This letter is limited to the matters set forth herein and speaks only as of the date hereof. Nothing may be inferred or implied beyond the matters expressly contained herein. This letter may be relied upon by you and only in connection with an offering under Rule 506(c) and only for ninety (90) days from the date of this letter. This letter may not be used, quoted from, referred to or relied upon by you or by any other person for any other purpose, nor may copies be delivered to any other person, without in each instance our express prior written consent. We assume no obligation to update this letter.

CERTIFIER:

By: _____ Name: _____ Title: _____