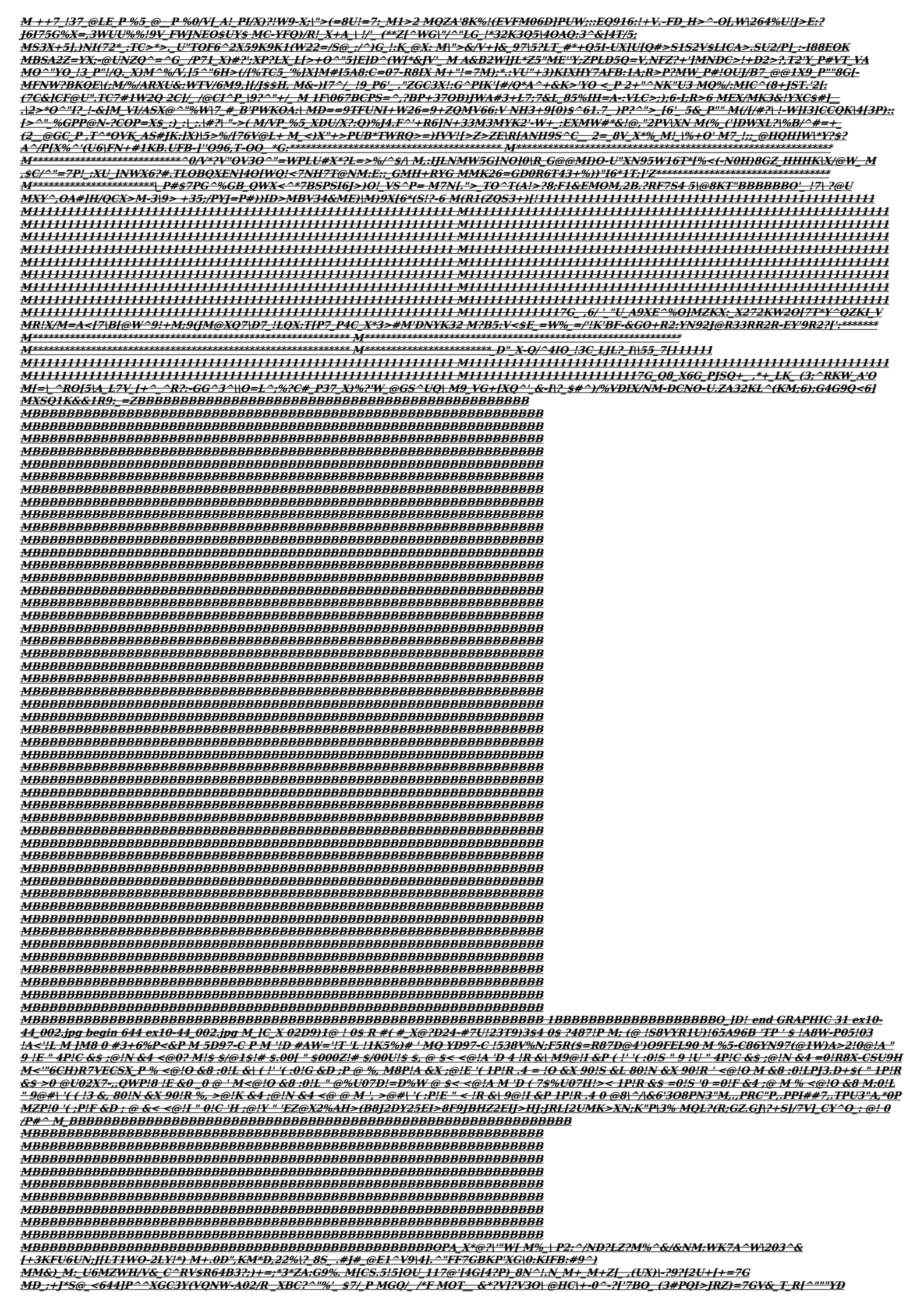

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Â Registration No. 333- Â As filed with the U.S. Securities and Exchange Commission on February 4, 2025 Â Â Â UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549 Â Registration Statement On FORM S-1 REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 Â SAFETY SHOT, INC. (Exact name of registrant as specified in its charter) Â Delaware Â 2844 Â 83-2455880 (State or jurisdiction of Â (Primary Standard Industrial Â (I.R.S. Employer incorporation or organization) Â Classification Code Number) Â Identification No.) Â 1061 E. Indiantown Rd., Ste. 110 Jupiter, FL 33477 (561) 244-7100 (Address, including zip code, and telephone number, including area code of registrantâ€™s principal executive offices) Â Jarrett Boon Chief Executive Officer Safety Shot, Inc. 1061 E. Indiantown Rd., Ste. 110 Jupiter, FL 33477 (561) 244-7100 (Name, address, including zip code, and telephone number, including area code, of agent for service) Â Copies to: Â Arthur S. Marcus, Esq. Sichenzia Ross Ference Carmel LLP 1185 Avenue of the Americas, 31st Floor New York, NY 10036 Telephone: (212) 930-9700 Facsimile: (212) 930-9725 Â Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement. Â If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. â˜ Â If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box. â˜’ Â If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. â˜ Â If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. â˜ Â If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. â˜ Â Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of â€œlarge accelerated filer,â€ â€œaccelerated filerâ€, â€œsmaller reporting companyâ€ and â€œemerging growth companyâ€ in Rule 12b-2 of the Exchange Act. (Check one): Â Large accelerated filer â˜ Accelerated filer â˜ Non-accelerated filer â˜’ Smaller reporting company â˜’ Â Â Emerging growth company â˜’ Â If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. â˜ Â The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to Section 8(a), may determine. Â Â Â Â Â Â THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. THE SELLING SHAREHOLDERS MAY NOT SELL THESE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED. Â Subject to Completion, dated February 4, 2025 Â PROSPECTUS Â SAFETY SHOT, INC. Â 23,985,404 Shares of Common Stock Â This prospectus relates to the resale or other disposition from time to time in one or more offerings of up to 23,985,404 shares of our common stock, par value $0.001, by the Selling Stockholders named herein (the â€œSelling Stockholdersâ€). The shares that may be offered and sold from time to time pursuant to this prospectus include (i) up to 16,624,875 shares of common stock underlying (A) the secured convertible note in the principal amount of $1.75 million maturing on December 31, 2026 (the â€œSecured Convertible Biggar Noteâ€) and (B) the convertible note in the principal amount of $3.5 million maturing June 30, 2025 (the â€œConvertible Biggar Note,â€ and, together with the Secured Convertible Biggar Note, the â€œBiggar Notesâ€) pursuant to that certain Settlement Agreement dated January 20, 2025 between the Company and Biggar Capital (the â€œBiggar Settlement Agreementâ€); (ii) up to 5,332,889 shares of common stock issuable upon the exercise of common stock purchase warrants to purchase shares of common stock of the Company at an exercise price of $0.4348 per share (the â€œBiggar Warrantsâ€); (iii) 1,927,640 shares of common stock issued to Intracoastal Capital, LLC (â€œIntracoastal Capitalâ€) pursuant to that certain Settlement Agreement between the Company and Intracoastal Capital dated January 14, 2025 (the â€œIntracoastal Settlement Agreementâ€). Â The terms of the Biggar Notes and Biggar Warrants are described in greater detail under â€œDescription of Securitiesâ€, beginning on page 61. The terms of the Biggar Settlement Agreement and Intracoastal Settlement Agreement are described in greater detail in â€œProspectus Summary,â€ beginning on page 4. Â We will not receive any proceeds from the sale of shares of common stock by the Selling Stockholders pursuant to this prospectus or the sale of shares of common stock underlying the Note by the Selling Stockholders. However, we will receive proceeds from the exercise of Warrants. Â The Selling Stockholders identified in this prospectus, or its permitted transferees or other successors-in-interest, may offer the shares of our common stock from time to time through public or private transactions at prevailing market prices, at prices related to prevailing market prices, or at privately negotiated prices. We provide additional information about how the Selling Stockholders may sell its shares of common stock in the section entitled â€œPlan of Distributionâ€ in this prospectus. Â Our common stock is listed on the NASDAQ Capital Market under the symbol â€œSHOT.â€ On February 3, 2025, the last reported sale price of our common stock was approximately $0.45 per share. Â Investing in our securities involves a high degree of risk. Before making any investment decision, you should carefully review and consider all the information in this prospectus and the documents incorporated by reference herein, including the risks and uncertainties described under â€œRisk Factorsâ€ beginning on page 15. Â NEITHER THE U.S. SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. Â The date of this prospectus is _____, 2025. Â Â Â Â SAFETY SHOT, INC. Â TABLE OF CONTENTS Â

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Â i Â Â ABOUT THIS PROSPECTUS Â This prospectus is a part of a registration statement that we have filed with the U.S. Securities and Exchange Commission (the â€œSECâ€ or the â€œCommissionâ€), pursuant to which the Selling Stockholders named herein may, from time to time, offer and sell or otherwise dispose of the shares of our common stock covered by this prospectus. Â This prospectus and the documents incorporated by reference into this prospectus include important information about us, the securities being offered and other information you should know before investing in our common stock. Before purchasing any common stock, you should carefully read both this prospectus and any applicable prospectus supplement, together with the additional information described under the heading â€œWhere You Can Find More Informationâ€ and â€œIncorporation of Certain Information by Reference.â€ Â Neither we, nor the Selling Stockholders, have authorized anyone to provide you with any information or to make any representations other than those contained in this prospectus or in any applicable prospectus supplement prepared by or on behalf of us or to which we have referred you. We and the Selling Stockholders take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. The Selling Stockholders will not make an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus and in any applicable prospectus supplement to this prospectus is accurate only as of the date on its respective cover, that the information appearing in any applicable free writing prospectus is accurate only as of the date of that free writing prospectus, and that any information incorporated by reference is accurate only as of the date of the document incorporated by reference, unless we indicate otherwise. Our business, financial condition, results of operations and prospects may have changed since those dates. This prospectus incorporates by reference, and any prospectus supplement or free writing prospectus may contain and incorporate by reference, market data and industry statistics and forecasts that are based on independent industry publications and other publicly available information. Although we believe these sources are reliable, we do not guarantee the accuracy or completeness of this information and we have not independently verified this information. In addition, the market and industry data and forecasts that may be included or incorporated by reference in this prospectus, any prospectus supplement or any applicable free writing prospectus may involve estimates, assumptions and other risks and uncertainties and are subject to change based on various factors, including those discussed under the heading â€œRisk Factorsâ€ contained in this prospectus, the applicable prospectus supplement and any applicable free writing prospectus, and under similar headings in other documents that are incorporated by reference into this prospectus. Accordingly, investors should not place undue reliance on this information. Â All references in this prospectus to the â€œCompanyâ€, â€œweâ€, â€œusâ€, or â€œourâ€, are to Safety Shot, Inc., a Delaware corporation, and its consolidated subsidiaries unless the context dictates otherwise. Â 2 Â Â CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS Â This prospectus includes statements and information that may constitute forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. Statements that are â€œforward-looking statementsâ€ include any projections of earnings, revenue or other financial items, any statements of the plans, strategies or objectives of management for future operations, any statements concerning proposed new projects or other developments, any statements regarding future economic conditions or performance, any statements of managementâ€™s beliefs, goals, strategies, intentions and objectives, any statements concerning potential acquisitions, and any statements of assumptions underlying any of the foregoing. Words such as â€œmay,â€ â€œwill,â€ â€œshould,â€ â€œcould,â€ â€œwould,â€ â€œpredicts,â€ â€œpotential,â€ â€œcontinue,â€ â€œexpects,â€ â€œanticipates,â€ â€œfuture,â€ â€œoutlook,â€ â€œstrategy,â€ â€œpositioned,â€ â€œintends,â€ â€œplans,â€ â€œbelieves,â€ â€œprojects,â€ â€œestimatesâ€ and similar expressions, as well as statements in the future tense, identify forward-looking statements. Â These statements are necessarily subjective and involve known and unknown risks, uncertainties and other important factors that could cause our actual results, performance or achievements, or industry results, to differ materially from any future results, performance or achievements described in or implied by such statements. Actual results may differ materially from expected results described in our forward-looking statements, including with respect to correct measurement and identification of factors affecting our business or the extent of their likely impact, the accuracy and completeness of the publicly available information with respect to the factors upon which our business strategy is based or the success of our business. In addition, even if results are consistent with the forward-looking statements contained in this prospectus, those results may not be indicative of results or developments in subsequent periods. Furthermore, industry forecasts are likely to be inaccurate, especially over long periods of time and in industries particularly sensitive to market conditions, such as the seafood industry. Â Forward- looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of whether, or the times by which, our performance or results may be achieved. Forward-looking statements are based on information available at the time those statements are made and managementâ€™s belief as of that time with respect to future events, and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. Â Should one or more of the risks or uncertainties described above or elsewhere in this prospectus occur, or should underlying assumptions prove incorrect, our actual results and plans could differ materially from those expressed in any forward-looking statements. Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date they are made. Except as required by law, we disclaim all responsibility to publicly update any information contained in a forward-looking statement or any forward-looking statement. Â All forward-looking statements attributable to us or to persons acting on our behalf, including any such forward-looking statements made subsequent to the publication of this prospectus, are expressly qualified in their entirety by this cautionary statement. Â 3 Â Â PROSPECTUS SUMMARY Â This summary highlights information contained elsewhere or incorporated by reference into this prospectus. Because it is a summary, it does not contain all of the information that you should consider before investing in our common stock. You should read this entire prospectus carefully, including the section entitled â€œRisk Factors,â€ any applicable prospectus supplement and the documents that we incorporate by reference into this prospectus and any applicable prospectus supplement, before making an investment decision. Â Overview Â Safety Shot Inc. (NASDAQ: SHOT) was formerly known as Jupiter Wellness Inc. In August 2023, the Company successfully completed the asset purchase of the Safety Shot Dietary Supplement from GBB Drink Lab, Inc. (â€œGBBâ€), thereby gaining ownership of various assets, including the intellectual property, trade secrets, and trademarks associated with its dietary supplement (the â€œSafety Shot Dietary Supplementâ€). Concurrently with the asset purchase, the Company changed its name to Safety Shot, Inc. and changed its NASDAQ trading symbol to SHOT. The Company launched its e-commerce sale of the Safety Shot Dietary Supplement in December 2023. On October 9, 2024, the Company renamed the Safety Shot Dietary Supplement as the â€œSure Shot Dietary Supplement.â€ Â The Sure Shot Dietary Supplement has been formulated to reduce the accumulation of blood alcohol. Noteworthy is the fact that the Sure Shot Dietary Supplement comprises 28 active ingredients, all falling under the Generally Regarded As Safe (GRAS) category. Under sections 201(s) and 409 of the Federal Food, Drug, and Cosmetic Act (the Act), any substance that is intentionally added to food is a dietary supplement, that is subject to premarket review and approval by the FDA, unless the substance is generally recognized, among qualified experts, as having been adequately shown to be safe under the conditions of its intended use, or unless the use of the substance is otherwise excepted from the definition of a dietary supplement. Â Itâ€™s crucial to note that the Sure Shot Dietary Supplement is currently manufactured in a facility adhering to Good Manufacturing Practices (GMP), ensuring the highest standards of quality and safety throughout its production process. The Company currently maintains a workforce comprising eight full-time employees of its own. Â Specializing in Consumer Packaged Goods, our focus centers on the commercialization of a 12-ounce product positioned as a dietary supplement. Beyond our existing product, we are actively pursuing a future product line, including a convenient powdered stick pack version and a 4-ounce version of the Sure Shot Dietary Supplement. Â Â The Company has discontinued the historical product lines of Jupiter Wellness which included a diverse range of products, such as hair loss treatments, vitiligo solutions, and sexual wellness products, that catered to different health and wellness needs and our commitment to supporting health and wellness by developing innovative solutions to a range of conditions. In connection therewith, on September 24, 2024 the Company entered into a Separation and Exchange Agreement with its subsidiary Caring Brands, Inc. whereby Caring Brands will seek to commercialize this product line. Caring Brands will be responsible for all costs associated with the operation of that line of business. The Company will focus its efforts on the commercialization of the Sure Shot Dietary Supplement. The Company will retain ownership of 3,000,000 shares of Caring Brands, Inc. Â The Company entered into a stock exchange agreement (the â€œExchange Agreementâ€) with SRM Entertainment, Inc. (â€œSRMâ€) to govern the separation of SRM and the Company. On May 26, 2023, we amended and restated the Exchange Agreement (the â€œAmended and Restated Exchange Agreementâ€) to include additional information regarding the distribution and the separation of SRM and the Company. The separation as set forth in the Amended and Restated Exchange Agreement with the Company closed August 14, 2023. Pursuant to the Amended and Restated Exchange Agreement, on May 31, 2023, SRM issued to the Company 6,500,000 shares of SRM Common Stock (representing 79.3% of SRMâ€™s outstanding shares of Common Stock) in exchange for 2 ordinary shares of SRM Ltd owned by the Company (representing all of the issued and outstanding ordinary shares of SRM) (the â€œShare Exchangeâ€). On August 14, 2023, SRM consummated its Initial Public Offering (â€œIPOâ€), pursuant to which it sold 1,250,000 shares of its common stock at a price of $5.00 per share. In connection with the Share Exchange and SRMâ€™s IPO, the Company distributed 2,000,000 shares of SRMâ€™s common stock to the Companyâ€™s stockholders and certain warrant holders (out of the 6.5 million shares issued in May 2023) which occurred on the effective date of the Registration Statement but prior to the closing of the IPO. Following such distribution, the Company owns 4.0 million of the 9,450,000 shares of common stock outstanding and SRM is now a minority owned subsidiary of the Company. Â To achieve our mission, we rely on our team of highly skilled and experienced professionals who are committed to advancing our vision of health and wellness. Our team includes individuals with scientific backgrounds, an experienced researcher, product developers, and business experts who collaborate to create new products and enhance existing ones. We also seek to partner with industry leaders and organizations to gain access to the latest technologies and expand our reach. Â The Sure Shot Dietary Supplement is currently sold through e-commerce and in stores such as BevMo!. In addition, we are seeking to collaborate with other companies to license our intellectual property, to create additional revenue streams and expand our global presence. At present, we do not experience concentration risk or dependence on major customers. Â We maintain a diverse network of raw material suppliers integral to our production processes. Acquisition strategies encompass both direct procurement and collaborative efforts with our co-packers. The selection of suppliers is contingent upon various factors, including ingredient specificity, availability, and other essential considerations. Notably, these suppliers coincide with those currently providing materials to other facilities engaged in the manufacturing of drinks, powders, tablets, and capsules. Our roster of suppliers comprises reputable entities such as Jiaherb, Compound Solutions, Kyowa-Hakko, Mitsubishi Ingredients, Nura, Sensapure Flavors, Brenntag, E3 Ingredients, Ingredients Online, among others. This strategic alliance with established industry players underscores our commitment to sourcing high-quality raw materials essential for the production of our innovative product line. Furthermore, our approach to supplier relationships reflects a dedication to maintaining a seamless and reliable supply chain. We believe that this not only ensures the consistency of our current offerings but also positions us favorably for future developments. The Management believes that as we continue to expand our product portfolio, we believe that these partnerships with trusted suppliers play a pivotal role in upholding the standards that we expect of our brand. Â 4 Â Â Products Roadmap Â The Sure Shot Dietary Supplement was launched on our own website and through Amazon in December 2023 and with several Big Box stores. The Company is advancing several product formats and formulations to continue to offer a wide array of products that can be purchased at various locations that coincide with consumer shopping habits. In particular, the Company plans to continue to develop new flavors for each of its current SKUs (12oz., 4 oz. and â€œStick Packâ€. In addition, the current formula will be offered at various dosages and the Company plans to conduct additional research studies as follows: assessing varying dosages of the Sure Shot Dietary Supplement against body weight, gender and age, examining several current and proposed ingredients with respect to their specific role in reducing BAC and how they affect the enzymatic activity associated with the metabolism of alcohol, and finally, examining additional markers with respect to improving post-alcohol consumption symptoms and feelings. Â The Company intends to perform the additional research studies in Q2 and Q3 of 2025. The Company will continue to sponsor the studies and intends to work with the Center for Applied Health Sciences (â€œCAHSâ€) in Canfield, OH. The participants will be selected based upon the parameters of the individual studies and the Company will follow the same protocols employed in the clinical trials at the CAHS described in more detail below in â€œResearch and Development.â€ Â Research and Development Â Our research and development team in continually looking to develop new therapeutic products, while continually improving and enhancing our existing products and product candidates to address customer demands and emerging trends. Â We have conducted extensive informal research and experimentation involving a substantial number of volunteers under the influence of alcohol. Our findings indicate that the Sure Shot Dietary Supplement can reduce a personâ€™s Blood Alcohol Content, as measured by the premier Breathalyzer on the market. We have recently completed our clinical trials of the Sure Shot Dietary Supplement which have shown a statistically significant reduction in the Blood Alcohol Content (â€œBACâ€) of the participants. The observable enhancements in cognitive abilities among the test subjects have been carefully documented. Â Â The clinical trials took place from January 29, 2024, through June 10, 2024, at the CAHS located at 6570 Seville Drive, Canfield, OH 44406. The clinical trials were sponsored and paid for by the Company and consisted of 36 participants with a mean age of 36.3 years that were selected through advertising of the study. The Company did not inquire about the participants typical level of alcohol consumption but each participant had to qualify based upon a complete medical history questionnaire, release from physicians and submitting to a standard bloodwork panel. Each participant consumed exactly 100 mL of alcohol and the BAC of the participants ranged from 0.047 % to 0.068 %. The participants were not employees of the Company nor affiliated with the Company in any way. The clinical trials were a double-blind, randomized, placebo-controlled study that found that within 30 minutes of the consumption of the Sure Shot Dietary Supplement, the monitored participants saw a statistically significant drop of p=.002 in BAC and continued to see measurable drops in successive 30-minute increments. The results were measured by using a DOT-approved BACtrack S80 Breathalyzer on the participants to determine their BAC after ingesting several alcoholic beverages, followed by drinking 12 ounces of the Sure Shot Dietary Supplement and then measuring the participantsâ€™ BAC 30 minutes later. In addition, cognitive responses were measured using the Visual Analogue Scale (â€œVASâ€) and physical function assessed at the same intervals as the blood draws and breathalyzer assessments to correlate to function. The VAS consisted of a 10 cm, straight line with end points that measured from low-to-high for a number of physical feelings and sensations. The participants were asked to mark a point on the line that corresponded with their experience. The distance from the end to the point marked by the participant was then measured in millimeters to quantify their level of sensation. On each visit, participants were asked to perform the VAS tests and the VAS assessed subjective ratings for head discomfort (headache), nausea, fatigue, energy, tiredness, thirst and ability to concentrate. The Company also conducted further physical assessment by monitoring biometric measurements such as blood pressure and heart rate at various intervals. The key assumptions in the study were that the participants would demonstrate a marked decrease in BAC following the consumption of the Sure Shot Dietary Supplement versus that of the placebo. In addition, the study assumed that the participants would feel better and demonstrate marked improvement in cognitive skills and physical function following the consumption of the Sure Shot Dietary Supplement versus that of the placebo. The Company had previously observed in our numerous, pre-clinical tests that participants who consumed significant amounts of alcohol (more than two drinks) experienced marked and rapid reductions in their BAC when measured by BACTrack S80 breathalyzers after consumption of the Sure Shot Dietary Supplement. In addition, the Company observed in the pre-clinical tests that the participants showed significant improvement in motor function and reduction in slurred speech and other markers commonly associated with alcohol consumption. These findings led the Company to continue to develop the Sure Shot Dietary Supplement and commission a clinical study to prove our hypothesis. There were five adverse events amongst the participants in the study. Four of the adverse events were associated with the Sure Shot Dietary Supplement (three felt nauseous and one developed a rash) and none of the adverse events were serious. The final adverse event was associated with congestion of the placebo. Â Since approximately 2010, the Company has performed 100s of pre-clinical tests in an effort to develop and perfect the Sure Shot Dietary Supplement. These informal, pre-clinical tests included friends, family and other volunteers who consumed alcohol at varying levels and then were tested prior to the consumption of the Sure Shot Dietary Supplement. The pre-clinical tests were neither peer reviewed nor were the subjects screened prior to their participation. In addition, the VAS was not used nor were there any placebos or other control measures taken in the pre-clinical tests and as such these tests are considered informal and non-clinical. The participantsâ€™ BAC was measured by using the BacTrack S80 after the consumption of various amounts of alcohol and prior to the consumption of the Sure Shot Dietary Supplement and then at 30 minutes, 45 minutes and one-hour intervals after consumption of the Sure Shot Dietary Supplement so we could assess the efficacy of the Companyâ€™s R&D efforts at that point in time. The Company also observed motor function skills such as walking, balancing and speech at the same intervals following the consumption of 12 ounces of the Sure Shot Dietary Supplement. The Company defined and noted the significant improvement in each area by observing participantsâ€™ walk and whether a participantâ€™s gait was unsteady, or whether their balance was off while standing and whether their speech was clear or slurred. The Company incurred research and development expenses of $100,591 and $1,637,117 for the years ended December 31, 2022, and 2023, respectively. Â Sales and Marketing Â We primarily sell our products through e-commerce websites including Amazon and through retail stores such as BevMo!. To drive loyalty, word-of-mouth marketing, and sustainable growth, we invest in customer experience and customer relationship management. Our marketing investments are directed towards driving profitable growth through advertising, public relations, and brand promotion activities, including digital platforms, sponsorships, collaborations, brand activations, and channel marketing. Additionally, we continue to invest in our marketing and brand development efforts by investing capital expenditures on product displays to support our channel marketing via our retail partners. We launched the Sure Shot Dietary Supplement in stores such as BevMo! in the second quarter of 2024. Â 5 Â Â Manufacturing, Logistics and Fulfillment Â We outsource the manufacturing of our products to contract manufacturers, who produce them according to our formulation specifications. Our products are manufactured by contract manufacturers in India and the US. The majority of our products will then be shipped to third-party warehouses and to our corporate offices, which can either transport them to our distributors, retailers, or directly to our customers. Our third-party warehouses are located in the US. We use a limited number of logistics providers to deliver our products to both distributors and retailers, which allows us to lessen order fulfillment time, cut shipping costs, and improve inventory flexibility. Â Our Competitive Strengths Â We are committed to driving continuous improvement through innovation. Since our inception, we have made significant investments in research and development and have acquired a substantial portfolio of intellectual property, which continues to grow each year. Our commitment to innovation has allowed us to create unique products that address unmet needs in the market, all backed by rigorous clinical research. We believe that our focus on research and development is designed to enable us to stay ahead of the curve and provide our customers with products that are not only effective but also innovative. We take pride in our patent portfolio and the continuous growth we have achieved, as we believe that it showcases our dedication to creating new and unique solutions for our customers. By staying committed to innovation, we are confident in our ability to meet the ever-changing needs of the health and wellness market. We believe that the Sure Shot Dietary Supplement stands as a unique product in the liquid dietary supplement market. Nevertheless, our competitive landscape includes many companies involved in the production of health and welfare products, including beverages. Â Recent Developments Â Settlement Agreement with Biggar Capital Â On January 20, 2025, the Company entered into the Biggar Settlement Agreement. In exchange for a resolution to all issues and claims that relate to the previously filed action against the Company in the Supreme Court of the State of New York, New York County, Index No. 65018/2024. Pursuant to the Biggar Settlement Agreement, the Company agreed to pay or issue to Bigger Capital the following: (i) pay Bigger Capital $375,000; (ii) issue a secured convertible note in the principal amount of $1.75 million maturing on December 31, 2026 (the â€œSecured Convertible Biggar Noteâ€); (iii) a convertible note in the principal amount of $3.5 million maturing June 30, 2025 (the â€œConvertible Biggar Note,â€ and, together with the Secured Convertible Biggar Note, the â€œBiggar Notesâ€); and (iv) 5,332,889 shares of common stock issuable upon the exercise of common stock purchase warrants to purchase shares of common stock of the Company at an exercise price of $0.4348 per share (the â€œBiggar Warrantsâ€). A significant shareholder of the Company and Bigger Capital entered into a voting agreement in favor of Bigger Capital in addition to the Biggar Settlement Agreement. The Biggar Settlement Agreement is filed herein as Exhibit 10.32. The Secured Convertible Biggar Note is filed herein as Exhibit 4.5 and the Convertible Biggar Note is filed herein as Exhibit 4.6. Â The Secured Convertible Biggar Note Â The Secured Convertible Biggar Note accrues interest on the unpaid principal amount therein at the rate of nine percent (9%) per annum from January 20, 2025 until the earlier to occur of (i) the date such unpaid principal amount is paid in full, or (ii) the date such unpaid principal amount is converted into shares of the Companyâ€™s common stock, in accordance with the terms hereof, and shall be computed on the basis of a 360-day year for the actual number of days elapsed. Interest accruing hereunder shall be paid either in cash or in shares of the common stock. Â 6 Â Â At the option of its holder, the holder of the Secured Convertible Biggar Note may convert all or any portion of the outstanding principal amount of the Secured Convertible Biggar Note plus accrued and unpaid interest thereon, for a number of shares of common stock of the Company equal to the quotient obtained by dividing the dollar amount of such outstanding principal amount of the Secured Convertible Biggar Note plus the accrued and unpaid interest thereon being converted by the Secured Convertible Biggar Note Conversion Price (as defined below) as of the applicable conversion date. Â â€œSecured Convertible Biggar Note Conversion Priceâ€ means the lesser of (i) $0.5435 per share and (ii) the closing price of the Companyâ€™s common stock, as reflected on Nasdaq.com, immediately preceding the date of Stockholder Approval (as defined below), subject to adjustment as provided in the Secured Convertible Biggar Note. Â â€œStockholder Approvalâ€ means such approval as may be required by the applicable rules and regulations of the Nasdaq Capital Market (or any successor entity) from the stockholders of the Company with respect to the transactions contemplated under the Secured Convertible Biggar Note and the other Transaction Documents (as defined in the Secured Convertible Biggar Note), including, without limitation, the issuance of all of the shares of common stock issuable thereunder, including in an amount that would, when aggregated with (i) the number of shares issued upon any prior conversions of the Convertible Biggar Note, and (ii) the number of shares issued upon any prior exercises of the Biggar Warrant, exceed 19.99% of the issued and outstanding Common Stock on January 20, 2025, at a price less than the market value of the Companyâ€™s common stock on January 20, 2025. Â The Convertible Biggar Note Â Interest shall accrue on the unpaid principal amount of the Convertible Biggar Note at the rate of nine percent (9%) per annum from January 20, 2025 until the earlier to occur of (i) the date such unpaid principal amount is paid in full, (ii) the date such unpaid principal amount is converted into shares of the Companyâ€™s common stock, in accordance with the terms of the Convertible Biggar Note, or (iii) the date the Company otherwise satisfies its Repayment Obligation (as defined in Convertible Biggar Note) in respect of such outstanding principal amount via an Alternative Payment Method (as defined in Convertible Biggar Note). Â Upon the maturity date of the Convertible Biggar Note, at the Companyâ€™s discretion, the Company will have the option to either (i) repay the Convertible Biggar Note in full including any accrued interest, (ii) issue a $2,000,000 SAFE Note, or (iii) a $4.5 million convertible note bearing a 9% interest rate, maturing on December 31, 2027 (the â€œReplacement Biggar Noteâ€). The form of the Replacement Biggar Note is filed herein as Exhibit 4.8. Â At the option of its holder, the holder of the Convertible Biggar Note may convert all or any portion of the outstanding principal amount of the Convertible Biggar Note plus accrued and unpaid interest thereon, for a number of shares of common stock of the Company equal to the quotient obtained by dividing the dollar amount of such outstanding principal amount of the Convertible Biggar Note plus the accrued and unpaid interest thereon being converted by the Convertible Biggar Note Conversion Price (as defined below) as of the applicable conversion date. Â â€œConvertible Biggar Note Conversion Priceâ€ means $0.5435 per share, subject to adjustment as provided under the Convertible Biggar Note. Â The Biggar Warrants Â Pursuant to the Biggar Settlement Agreement, the Company agreed to exchange the 1,650,050 warrants held by Bigger Capital for a total of 5,332,889 warrants exercisable for $0.43 (the latter warrants, the â€œBiggar Warrantsâ€). The Biggar Warrants contain customary adjustment provisions and representation and warranties. The Biggar Warrants are exercisable for a five year period following their issuance date. The Biggar Warrants are filed herein as Exhibit 4.7. Â 7 Â Â Registration Rights Â Pursuant to the Biggar Settlement Agreement, the Company shall promptly file a registration statement for shares of the Companyâ€™s Common Stock equal to 150% of the shares initially issuable upon exercise of the Biggar Notes (the â€œRegistrable Biggar Securitiesâ€), which filing shall be no later than ten (10) business days after the execution of the Settlement Agreement. The Company shall diligently take all steps necessary for the registration statement to become effective as soon as practicable and shall thereafter maintain the registration statement until the Registrable Biggar Securities are sold. Upon receiving notification from the SEC that either the registration statement relating to the Registrable Biggar Securities have received a â€œno reviewâ€ from the SEC or that the SEC has no additional comments to the registration statement, the Company will take all action necessary to ensure that the registration statement has been declared effective within two business days of either such notification. Â Settlement Agreement with Intracoastal Capital, LLC Â On January 14, 2025, the Company entered into the Intracoastal Settlement Agreement with Intracoastal Capital. In exchange for a resolution to all issues and claims that relate to the previously filed action against the Company in the Supreme Court of the State of New York, New York County, Index No. 655967/2023. Pursuant to the Intracoastal Settlement Agreement, the Company agreed to issue to Intracoastal Capital the following: (i) shares of the Companyâ€™s common stock with a value of $875,000, as set forth below (the â€œIntracoastal Settlement Sharesâ€) and (ii) a settlement payment of $175,000. The number of Intracoastal Settlement Shares shall be the greater of the Initial Share Amount (as defined below) or the Adjusted Share Amount (as defined below). Â â€œAdjusted Share Priceâ€ means the lesser of (i) the volume weighted average price of the Company on the five trading days prior to the day that the registration statement registering the Intracoastal Settlement Shares becomes effective or (ii) the closing price for the Company on the day prior to such registration statement becomes effective. In such event, the Company shall deliver within two (2) business days additional shares of common stock so that Intracoastal Capital receives, in total, an amount equal to 875,000 divided by the Adjusted Share Price. Â â€œInitial Share Amountâ€ means an amount equal to 875,000 divided by the Initial Share Price. The Initial Share Amount shall be subject to adjustment if the Adjusted Share Price is lower than the Initial Share Price. Â â€œInitial Share Priceâ€ means the lesser of the volume weighted average price for the Company, as reported on the Nasdaq, on the five trading days prior to the execution of the Intracoastal Settlement Agreement, or (ii) the closing price of the Company, as reported on the Nasdaq on the day prior to the execution of the Intracoastal Settlement Agreement. Â The Intracoastal Settlement Agreement is filed herein as Exhibit 10.33. Â Consulting Agreement with Blue Capital S.A., LLC Â On January 18, 2025, the Company entered into a Consulting Agreement with Blue Capital S.A., LLC., a United Arab Emirates limited company (â€œBlue Capitalâ€) pursuant to which Blue Capital shall provide the Company with services as stated therein, for a period of five (5) year term commencing on February 1, 2025. The Company shall issue to Blue Capital 4,545,454 options to purchase shares of the Companyâ€™s common stock, par value $0.001 (the â€œCommon Stockâ€) at $0.44 per shares (the â€œBlue Capital Optionsâ€). The Blue Capital Options shall vest in equal quarterly installments such that 2,272,727 Options shall vest on August 1, 2025, and 2,272,727 Blue Capital Options shall vest on February 1, 2026. The Consulting Agreement with Blue Capital is filed as Exhibit 10.34. Â January 2025 PIPE Investment Â On January 17, 2025, the Company entered into a Securities Purchase Agreement with one accredited investor for the purchase of 2,277,389 shares for gross proceeds of $1,000,000 at a price of $0.4391 per share, which reflects a 20% discount from the closing price of the common stock on January 14, 2025. The Securities Purchase Agreement is filed herein as Exhibit 10.35. Â 8 Â Â Notice of Nasdaq Listing Deficiency Â On January 2, 2025, the Company received a notice from The Nasdaq Stock Exchange (â€œNasdaqâ€) that the closing bid price for our common stock had been below $1.00 per share for the previous 30 consecutive days, and that we are therefore not in compliance with the minimum bid price requirement for continued inclusion on The Nasdaq Capital Market under Nasdaq Listing Rule 5550(a)(2) (â€œRule 5550(a)(2)â€). Nasdaqâ€™s notice has no immediate effect on the listing or trading of our common stock on the Nasdaq Capital Market. Â The notice indicates that we will have 180 calendar days, until July 1, 2025, to regain compliance with this requirement. We can regain compliance with the $1.00 minimum bid listing requirement if the closing bid price of our common stock is at least $1.00 per share for a minimum of ten (10) consecutive business days during the 180-day compliance period. Â If the Company does not regain compliance during the initial compliance period, we may be eligible for an additional 180 day period to regain compliance. To qualify, we would be required to meet the continued listing requirement for market value of our publicly held shares and all other Nasdaq initial listing standards, with the exception of the minimum bid price requirement under Rule 5550(a)(2), and we would need to provide written notice to Nasdaq of our intention to cure the deficiency during the second compliance period. If it appears to Nasdaq that we will not be able to cure the deficiency, or if we are otherwise not eligible, we expect that Nasdaq will notify us that our common stock will be subject to delisting. We will have the right to appeal a determination to delist our common stock, and our common stock would remain listed on The Nasdaq Capital Market until the completion of the appeal process. Â We intend to actively monitor the minimum bid price of our common stock and may, as appropriate, consider available options to regain compliance with Rule 5550(a)(2), including undertaking a reverse stock split. However, there can be no assurance that the Company will be able to regain compliance with Rule 5550(a)(2). Â Arrangement Agreement with Yerbae Brands Corp. Â On January 7, 2025, the Company entered into a definitive Arrangement Agreement (the â€œArrangement Agreementâ€) with YerbaÃ© Brands Corp., (â€œYerbaÃ©â€), a corporation organized under the laws of the Province of British Columbia, pursuant to which, among other things, the Company will acquire all of the issued and outstanding common shares of YerbaÃ© (the â€œArrangementâ€). The Arrangement will be implemented by way of a plan of arrangement (the â€œPlan of Arrangementâ€) in accordance with theÂ Business Corporations ActÂ (British Columbia) and is subject to approval by the Supreme Court of British Columbia (theÂ â€œCourtâ€), the stockholders of the Company and the shareholders of YerbaÃ©, among other customary closing conditions for a transaction of this nature and size. Â Consideration Â On the terms and subject to the conditions of the Arrangement Agreement and the Plan of Arrangement, at the effective time of the Arrangement (the â€œEffective Timeâ€) all of the common shares of YerbaÃ© then issued and outstanding immediately prior to the Effective Time (including the common shares of YerbaÃ© to be issued on the settlement of all of the performance share units and restricted share units of YerbaÃ©, which will be settled immediately prior to the Effective Time) will be acquired by the Company in consideration for the right to receive an aggregate of 20,000,000 shares of common stock of the Company (collectively, the â€œConsideration Sharesâ€). Each option (each a â€œReplaced Optionâ€) to purchase common shares of YerbaÃ© outstanding immediately prior to the Effective Time (whether or not vested) will be deemed to be exchanged for an option (â€œReplacement Optionâ€) entitling the holder to purchase shares of common stock of the Company. The number of shares of common stock of the Company underlying each Replacement Option will equal the number of common shares of YerbaÃ© underlying the corresponding Replaced Option multiplied by the exchange ratio. The exercise price of each Replacement Option will equal the exercise price of the corresponding Replaced Option divided by the exchange ratio and each Replacement Option will be fully vested. In accordance with the respective terms of YerbaÃ©â€™s outstanding warrants and debentures, the terms of each warrant and debenture of YerbaÃ© will entitle the holder thereof to receive, upon exercise or conversion, as applicable, in substitution for the number of YerbaÃ© common shares subject to such warrant or debenture, a number of shares of Company common stock. In addition, if the Arrangement is consummated, the Company will pay up to $500,000 of YerbaÃ©â€™s transaction expenses. Â 9 Â Â Representations and Warranties; Covenants Â Pursuant to the Arrangement Agreement, each of the Company and YerbaÃ© made customary representations and warranties for transactions of this type. All of the representations and warranties of the Company and YerbaÃ© will expire and be terminated at the Effective Time. Each of the Company and YerbaÃ© have also agreed to be bound by certain covenants that are customary for transactions of this type, including obligations of the parties during the period between the date of the execution of the Arrangement Agreement and the Effective Time (the â€œInterim Periodâ€) to, in all material respects, conduct their respective businesses in the ordinary course consistent with past practice, and to refrain from taking certain specified actions without the prior written consent of the other party, in each case, subject to certain exceptions and qualifications. The covenants and agreements of the Company and YerbaÃ© that by their terms are to be performed at or after the Effective Time shall, in each case, survive until fully performed. Â Closing Conditions Â The respective obligations of each party to consummate the Arrangement are subject to the satisfaction or waiver of certain customary mutual closing conditions, including (i) the issuance of the interim and final orders by the Court with respect to the Arrangement; (ii) the adoption by the requisite YerbaÃ© shareholders of a resolution approving the Arrangement (the â€œYerbaÃ© Shareholder Approvalâ€); (iii) the approval by the requisite Company stockholders of the issuance of the Consideration Shares and an amended and restated equity incentive plan reserving a number of shares of Company common stock equal to no less than 10% of the fully diluted shares of Company common stock issued and outstanding immediately following the Effective Time (the â€œCompany Stockholder Approvalâ€); (iv) the absence of any law or order prohibiting, rendering illegal or permanently enjoining the consummation of the Arrangement; (v) the obtainment of any regulatory approvals required in connection with the Plan of Arrangement, except for such approvals the failure of which to obtain would not reasonably be expected to have a material adverse effect on the parties or would not materially impede or delay the completion of the Arrangement; (vi) the approval by the TSX Venture Exchange; (vii) the approval of the listing of the Consideration Shares by Nasdaq; (viii) the exemption of the issuance of the Consideration Shares from the registration requirements of the Securities Act, pursuant to Section 3(a)(10) thereof; (ix) that the representations of the other party in the Arrangement Agreement are true and correct as of the date of the Arrangement Agreement and the Effective Time (subject to certain materiality qualifiers) and (x) that the other party will have complied in all material respects with its covenants in the Arrangement Agreement. Â Additionally, the obligation of the Company to consummate the Arrangement is subject to the satisfaction or waiver of the following conditions, among others: (i) that there will not have occurred during the Interim Period any material adverse effect with respect to YerbaÃ©; (ii) that the Company shall have received Support Agreements (as defined below) from certain shareholders of YerbaÃ© representing not less than 40.1% of the issued and outstanding common shares of YerbaÃ© (collectively, the â€œSupporting YerbaÃ© Shareholdersâ€) no later than 30 days following the date of the Arrangement Agreement (and such shareholders shall not have breached their obligations or covenants thereunder in any material respect as of the Effective Time); and (iii) that the YerbaÃ© shareholders shall have not validly exercised and not withdrawn dissent rights with respect to more than 5% of the common shares of YerbaÃ© then outstanding. Â The obligation of YerbaÃ© to consummate the Arrangement is also conditioned upon (i) the Company appointing Todd Gibson to the board of directors of the Company as of the Effective Time and (ii) that there will not have occurred during the Interim Period any material adverse effect with respect to the Company. Â The Arrangement Agreement is filed herein as Exhibit 10.36. Â 10 Â Â Equity Disbursement Agreement with Maxim Group LLC Â On December 6, 2024, the Company entered into an Equity Disbursement Agreement (the â€œSales Agreementâ€) with Maxim Group LLC (the â€œSales Agentâ€) pursuant to which the Company may offer and sell, from time to time, in its sole discretion, shares of its common stock, having an aggregate offering price of up to $5,000,000, subject to certain limitations on the amount of common stock that may be offered and sold by the Company set forth in the Sales Agreement. The Company is not obligated to make any sales of common stock under the Sales Agreement and any determination by the Company to do so will be dependent, among other things, on market conditions and the Companyâ€™s capital raising needs. Â Any shares offered and sold in the at-the-market offering will be issued pursuant to the registration statement on Form S-3 (File No. 333-267644), initially filed by the Company with the Securities and Exchange Commission (the â€œCommissionâ€) under the Securities Act on September 28, 2022, and declared effective on November 9, 2022, and the prospectus supplement relating to the at-the-market offering filed with the SEC on December 6, 2024, and any applicable additional prospectus supplements related to the at-the-market offering that form a part of the registration statement. Â The Sales Agent may sell the shares of common stock by any method deemed to be an â€œat the market offeringâ€ as defined in Rule 415(a)(4) of the Securities Act, including sales made through Nasdaq, or any other trading market for the common stock, sales made to or through a market maker other than on an exchange or through an electronic communications network, or in negotiated transactions pursuant to terms set forth in a placement notice delivered by the Company to the Sales Agent under the Sales Agreement. Upon delivery of a placement notice and subject to the terms and conditions of the Sales Agreement, the Sales Agent will use commercially reasonable efforts, consistent with its normal trading and sales practices, applicable state and federal law, rules and regulations, and the rules of Nasdaq, to sell the shares from time to time based upon the Companyâ€™s instructions, including any price, time or size limits specified by the Company. The Sales Agent is not obligated to purchase any shares of common stock on a principal basis pursuant to the Sales Agreement. Â The Company will pay the Sales Agent a commission equal to 3.0% of the gross sales proceeds of any shares sold through the Sales Agent under the Sales Agreement, and also has provided the Sales Agent with customary indemnification and contribution rights. The Sales Agreement contains customary representations and warranties and conditions to the placements of the shares pursuant thereto, obligations to sell shares under the Sales Agreement are subject to satisfaction of certain conditions, including customary closing conditions. Â The Sales Agreement is filed as Exhibit 10.37. Â Separation and Exchange Agreement with Caring Brands, Inc. Â On September 24, 2024, the Company entered into a Separation and Exchange Agreement (the â€œSeparation Agreementâ€) with Caring Brands, Inc., a Nevada corporation (â€œCB Nevadaâ€), Caring Brands, Inc, a Florida corporation (â€œCB Floridaâ€) and Brian S. John, as the representative of the shareholders of CB Florida (the â€œRepresentativeâ€). The Company, along with the other shareholders of CB, exchanged 100% of the issued and outstanding shares of common stock of CB Florida (the â€œExchangeâ€) for the CB Nevada shares of common stock, including the 3,000,000 shares of CB Nevada common stock received by the Company. Pursuant to the Separation Agreement, the Companyâ€™s business segment that creates and sells innovative wellness consumer products industries (the â€œCB Businessâ€) along with the assets, intellectual property and liabilities related thereto were transferred to CB Nevada. Â The Separation Agreement is filed herein as Exhibit 10.38. Â Consulting Agreement with Core 4 Capital Corp. Â On September 23, 2024, the Company entered into a Consulting Agreement with Core 4 Capital Corp. (â€œCore 4 Consulting Agreementâ€), a New York corporation (â€œCore 4 Capital Corp.â€), pursuant to which Core 4 shall provide the Company with services as stated therein, for a period of six (6) month term commencing on October 1, 2024. The Company shall issue 1,250,000 shares of the Companyâ€™s restricted stock. This stock will vest in equal quarterly installments such that 625,000 shares shall vest on December 31, 2024, and 625,000 shares shall vest on March 31, 2025. Â The Companyâ€™s President, Jordan Schur is a 15% owner of Core 4 Capital Corp. but is not an officer or director of this entity. Other shareholders of Core 4 are also members of Mr. Schurâ€™s immediate family (but not dependents). Â The Core 4 Consulting Agreement is filed as Exhibit 10.39. Â 11 Â Â Core 4 Capital Corp. Stock Purchases Â On August 30, 2024, the Company entered into a Securities Purchase Agreement with Core 4 Capital Corp. for the purchase of (i) 3,370,787 shares of the Companyâ€™s common stock at a price of $0.89 per share which was the closing price on August 29, 2024; and (ii) 3,370,787 warrants to purchase shares of common stock at a price of $0.125 per warrant. These warrants are exercisable for a period of five years from the date of issuance and have an exercise price of $0.89. The Companyâ€™s President, Jordan Schur, is a 15% owner of the Investor, but is not an officer or director of such Investor. Other shareholders of the Investor are also members of Mr. Schurâ€™s immediate family (but not dependents). The Company did not pay any commissions in connection with this offering and expects net proceeds of approximately $3,421,348 from the offering. This Securities Purchase Agreement is filed as Exhibit 10.40. These warrants are filed as Exhibit 10.41. Â On June 27, 2024, the Company entered into a Securities Purchase Agreement with Core 4 Capital Corp. for the purchase of 943,396 shares of common stock of the Company at a price of $1.06 per share, which was the closing price on June 27, 2024). The Company paid no commissions in connection with this securities purchase and the net proceeds were approximately $1,000,000. This Securities Purchase Agreement is filed as Exhibit 10.42. Â On April 4, 2024, the Company entered into a Securities Purchase Agreement with Core 4 Capital Corp. for the purchase of 2,369,668 shares of the Companyâ€™s common stock to Core 4 Capital Corp. at a price of $2.11 per share, which was the closing price on April 4, 2024. The Company paid no commissions in connection with this securities purchase and net proceeds thereto were approximately $4,975,000. This Securities Purchase Agreement is filed as Exhibit 10.43. Â Management Employment Agreements Â John Gulyas Employment Agreement Â On December 16, 2024, the Company entered into an employment agreement (â€œGulyas Agreementâ€) with John Gulyas, pursuant to which Mr. Gulyas will serve as the Companyâ€™s Executive Chairman of the board of directors. The Agreement provides for (A) a $300,000 annual base salary paid in equal installments on the Companyâ€™s regular pay dates no less frequently than bi-monthly, (B) a restricted stock award of 1,000,000 shares of Companyâ€™s common stock fully vested as of the date therein, (C) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $500,000 for Q1 and Q2 of 2025, (D) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $1,000,000 for Q3 and Q4 of 2025, and (E) other customary employee benefits. Â The Gulyas Agreement is filed herein as Exhibit 10.44. Â Jordon Schur Employment Agreement Â On December 16, 2024, the Company entered into an employment agreement with Jordon Schur (the â€œSchur Agreementâ€), pursuant to which Mr. Schur will serve as the Companyâ€™s President. The Agreement provides for (A) a $300,000 annual base salary paid in equal installments on the Companyâ€™s regular pay dates no less frequently than bi-monthly, (B) a restricted stock award of 1,000,000 shares of Companyâ€™s common stock fully vested as of the date therein, (C) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $500,000 for Q1 and Q2 of 2025, (D) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $1,000,000 for Q3 and Q4 of 2025, and (E) other customary employee benefits. The Schur Agreement is filed as Exhibit 10.45. Â Jarrett BoonÂ Employment Agreement Â On December 16, 2024, the Company entered into an employment agreement with Jarrett Boon (the â€œBoon Agreementâ€), pursuant to which Mr. Boon will serve as the Companyâ€™s Chief Executive Officer. Â The Boon Agreement provides for (A) a $300,000 annual base salary paid in equal installments on the Companyâ€™s regular pay dates no less frequently than bi-monthly, (B) a restricted stock award of 1,000,000 shares of Companyâ€™s common stock fully vested as of the date therein, (C) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $500,000 for Q1 and Q2 of 2025, (D) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $1,000,000 for Q3 and Q4 of 2025, and (E) other customary employee benefits. Â The Boon Agreement is filed as Exhibit 10.46. Â Danielle De Rosa Employment Agreement On April 22, 2024, the Company entered into an employment agreement with Danielle De Rosa (the â€œDe Rosa Employment Agreementâ€), pursuant to which Ms. Rosa will serve as the Companyâ€™s Chief Financial Officer. As consideration for her services, the Company will pay Ms. Rosa a salary of $250,000 per annum, which salary is payable bi-monthly. Subject to suitable business conditions, Ms. Rosa may receive a 5% pay increase payable to her at each one-year anniversary from the commencement of the De Rosa Employment Agreement. The Company will also award 200,000 stock options to Ms. Rosa, granted at a strike price equal to the closing market price on the date that Ms. De Rosa first starts to work for the Company as an independent consultant. These stock options will vest on a quarterly basis, in equal installments over three years. The stock options will terminate on the fifth year anniversary of their date of issuance. Â The De Rosa Employment Agreement is filed as Exhibit 10.47. Â January 2023 Pipe Investment Â On January 19, 2023, the Company entered into a Securities Purchase Agreement with certain purchasers, for the issuance of 8,631,574 common stock warrants at a price of $0.125 per warrant, comprised of two common stock warrants (the â€œCommon Warrantsâ€), each to purchase up to one share of Common Stock per Common Warrant with an exercise price of $1.00 per share , with (a) 4,315,787 Common Warrants being immediately exercisable for three years following 6 months from the closing of the PIPE Offering, and (b) 4,315,787 Common Warrants being immediately exercisable for five years following 6 months from the closing of the PIPE Offering. Concurrently to the PIPE Agreement, the Company entered into a Securities Purchase Agreement (the â€œRD Agreementâ€) with certain purchasers, pursuant to which on January 23, 2023, 4,315,787 shares of common stock, par value $0.001 (the â€œCommon Stockâ€), at a price of $0.70 per share were issued to the purchasers (the â€œRD Offeringâ€). The Common Stock was issued pursuant to a Registration Statement on Form S-3 filed by the Company with the Securities and Exchange Commission (the â€œCommissionâ€) on September 28, 2022 (File No. 333-267644) and declared effective on November 9,2022. The aggregate gross proceeds to the Company from both the PIPE Offering and the RD

Offering were approximately $4.1 million, with the purchase price of one share, one 3-year warrant and one 5-year warrant as $0.95. The net proceeds were $3,450,675. Â Asset Purchase Â On July 10, 2023, the Company entered into an asset purchase agreement with GBB Labs, Inc., a Delaware corporation set up as an acquisition company (â€œGBB Labsâ€), GBB Drink Lab Inc., a Florida corporation (â€œGBB Drinkâ€), 2V Consulting LLC, a Florida limited liability company, the Jarrett A Boon Revocable Trust Dated October 22, 2014, Gregory D. Blackman, an individual and Brothers Investment 7777, LLC. Pursuant to this asset purchase agreement, GBB Labs purchased certain assets relating to the Safety Shot Dietary Supplement for a consideration comprising of: (a) the sum of Two Hundred Thousand U.S. Dollars (US $200,000) (the â€œCash Purchase Priceâ€); and (b) 5,000,000 Common Shares (the â€œConsideration Sharesâ€ and together with the Cash Purchase Price, collectively, the â€œPurchase Priceâ€). The asset purchase was closed on August 31, 2023. Â Intellectual Property Â As of the date hereof, the Company owns five patents, including the patent (US 9,186,350 B2) and patent (US 10,028,991 B2) for the composition of the Sure Shot Dietary Supplement used for minimizing the harmful effects associated with alcohol consumption by supporting the metabolism of alcohol. US 9,186,350 B2 (the â€œ350 Patentâ€), relates to an early version of the Sure Shot Dietary Supplement and is owned by the Company. The 350 Patent is a utility patent that covers the United States jurisdiction and expired on December 25, 2023. US 10,028,991 B2 (the â€œ991 Patentâ€) is a continuation of the 350 Patent and relates to the Sure Shot Dietary Supplement and is owned by the Company. The 991 Patent is a utility patent that covers the United States jurisdiction and expires on November 5, 2035. In and around September of 2024, the Company received a Notice of Allowance for a new patent U.S. Patent Application No. 18/395,565 that relates to current version of the Sure Shot Dietary Supplement. This patent will be a utility patent and cover the United States jurisdiction. The Company owns three additional patents that relate to legacy products that the Company neither currently sells nor has any plans to sell in the future. Â 12 Â Â Government Regulation Â The Sure Shot Dietary Supplement: Â The production, distribution and sale in the United States of the Sure Shot Dietary Supplement is subject to various U.S. federal, state and local regulations, including but not limited to: the Federal Food, Drug and Cosmetic Act (â€œFD&C Actâ€); the Occupational Safety and Health Act and various state laws and regulations governing workplace health and safety; various environmental statutes; the Safe Drinking Water and Toxic Enforcement Act of 1986 (â€œCalifornia Proposition 65â€); data privacy and personal data protection laws and regulations, including the California Consumer Privacy Act of 2018 (as modified by the California Privacy Rights Act) and a number of other federal, state and local statutes and regulations applicable to the production, transportation, sale, safety, advertising, marketing, labeling, packaging, and ingredients of the Sure Shot Dietary Supplement. Â We also may in the future be affected by other existing, proposed and potential future regulations or regulatory actions, including those described below, any of which could adversely affect our business, financial condition and results of operations. Â Furthermore, legislation and regulation may be introduced in the United States at the federal, state, municipal and supranational level in respect of each of the subject areas discussed below. Public health officials and health advocates are increasingly focused on the public health consequences associated with obesity and alcohol consumption, especially as they may affect children, and are seeking legislative change to reduce the consumption of sweetened and alcohol beverages. Â We are subject to a number of regulations applicable to the formulation, labeling, packaging, and advertising (including promotional campaigns) of our products. In California, we are subject to California Proposition 65, a law which requires that a specified warning be provided before exposing California consumers to any product that contains in excess of threshold amounts of a substance listed by California as having been found to cause cancer or reproductive toxicity. California Proposition 65 does not require a warning if the manufacturer of a product can demonstrate that the use of the product in question exposes consumers to an average daily quantity of a listed substance that is below that threshold amount, which is determined either by scientific criteria set forth in applicable regulations or via a â€œsafe harborâ€ threshold that may be established by the state, or the substance is naturally occurring, or is subject to another applicable exception. As of the date of this registration statement, we are not required to put a warning label on our product and our products are perfluoroalkyl and polyfluoroalkyl substances (â€œPFASâ€) free. We are unable to predict whether a component found in our product might be added to the California list in the future. Furthermore, we are also unable to predict when or whether the increasing sensitivity of detection methodology may become applicable under this law and related regulations as they currently exist, or as they may be amended. If we are required to add warning labels to any of our products or place warnings in certain locations where our products are sold, it will be difficult to predict whether, or to what extent, such a warning would have an adverse impact on sales of our products in those locations or elsewhere. In addition, there has been increasing regulatory activity globally regarding constituents in packaging materials, including PFAS. Regardless of whether perceived health consequences of these constituents are justified, such regulatory activity could result in additional government regulations that impact the packaging of our beverages. Â In addition, the U.S. Food and Drug Administration (the â€œFDAâ€) has regulations with respect to serving size information and nutrition labeling on food and beverage products, including a requirement to disclose the amount of added sugars in such products and regulations about whether a product qualifies as a drug. Further, the U.S. Department of Agriculture promulgated regulations requiring that, by January 1, 2022, the labels of certain bioengineered foods include a disclosure that the food is bioengineered. These regulations may impact, reduce and/or otherwise affect the purchase and consumption of our products by consumers. Â All ingredients in the Sure Shot Dietary Supplement are deemed Generally Recognized as Safe (GRAS) and align with FDA standards, permitting their inclusion in supplements. In the event that the FDA or any governmental agency identifies an ingredient or aspect of our product as unsafe, we commit to promptly withdrawing that component in accordance with regulatory directives. From a product and sales perspective, there are no impediments or concerns raised by any governmental agency. It is essential to note that the Sure Shot Dietary Supplement is classified as a dietary supplement, exempt from the approval or filing requirements mandated for pharmaceutical drugs by the FDA or other regulatory authorities. Â Employees Â As of this prospectus, we had eight full-time employeesÂ . We believe our relations with our employees to be good. Â Properties Â Currently, we do not own any real property. We rent office space at 1061 E. Indiantown Rd., Ste. 110, Jupiter, FL 33477 for $15,038 per month. The Company entered into the office lease effective July 1, 2021, which has a primary term of the lease of five years with one renewal option for an additional three years. As part of the Separation Agreement, Caring Brands, Inc. has agreed to assume to lease obligations upon it reaching certain milestones. Â 13 Â Â THE RESALE OFFERING Â Common stock outstanding Â 67,858,340 shares. (1) Â Â Â Common stock being offered Â 23,985,404 shares of common stock, in the aggregate, consisting of the shares of common stock underlying the Biggar Notes and Biggar Warrants and stock issued to Intracoastal Capital pursuant to the Intracoastal Settlement Agreement. Â Â Â Use of proceeds Â The gross proceeds if all the Biggar Warrants are exercised warrants will be approximately $2,318,740.14; however, we are unable to predict the timing or amount of potential warrant exercises. All of such proceeds will be used for general working capital. It is possible that some of the Biggar Warrants may expire and never be exercised and it is possible that the Biggar Notes will never be converted. Â Â Â Nasdaq symbols Â Our common stock and warrants are listed on the Nasdaq Capital Market under the symbols â€œSHOTâ€ and â€œSHOTWâ€, respectively. Â Â Â Risk factors Â You should carefully consider the information set forth in this prospectus. Â (1) As of January 30, 2025, this number excludes the approximately 11,981,787 shares of common stock issuable upon exercise of outstanding warrants and options. Â 14 Â Â RISK FACTORS Â Risks Related to Our Business Â If we are unable to keep up with rapid technological changes, our products may become obsolete. Â The market for our products is characterized by significant and rapid change. Although we will continue to expand our product line capabilities to remain competitive, research and discoveries by others may make our processes, products, or brands less attractive or even obsolete. Â Competition could adversely affect our business. Â Our industry in general is competitive. It is possible that future competitors could enter our market, thereby causing us to lose market share and revenues. In addition, some of our current or future competitors may have significantly greater financial, technical, marketing, and other resources than we do or may have more experience or advantages in the markets in which we will compete that will allow them to offer lower prices or higher quality products. If we do not successfully compete with these competitors, we could fail to develop market share and our future business prospects could be adversely affected. Â If we are unable to develop and maintain our brand and reputation for our product offerings, our business and prospects could be materially harmed. Â Our business and prospects depend, in part, on developing and then maintaining and strengthening our brand and reputation in the markets we serve. If problems with our products cause our customers to have a negative experience or failure or delay in the delivery of our products to our customers, our brand and reputation could be diminished. If we fail to develop, promote and maintain our brand and reputation successfully, our business and prospects could be materially harmed. Â We are subject to government regulation, and unfavorable changes could substantially harm our business and results of operations. Â We are subject to general business regulations and laws as well as regulations and laws specifically governing our industries in the U.S. and other countries in which we operate. Uncertainty surrounding existing and future laws and regulations may impede our services and increase the cost of providing such services. These regulations and laws may cover taxation, tariffs, user pricing, distribution, consumer protection and the characteristics and quality of services. Â We depend heavily on key personnel, and turnover of key senior management could harm our business. Â Our future business and results of operations depend in significant part upon the continued contributions of our senior management personnel. If we lose their services or if they fail to perform in their current positions, or if we are not able to attract and retain skilled personnel as needed, our business could suffer. Significant turnover in our senior management could significantly deplete our institutional knowledge held by our existing senior management team. We depend on the skills and abilities of these key personnel in managing the product acquisition, marketing and sales aspects of our business, any part of which could be harmed by turnover in the future. We may not have written employment agreements with all of our senior management. We do not have any key person insurance. Â Our products may not meet health and safety standards or could become contaminated. Â We do not have control over all of the third parties involved in the manufacturing of our products and their compliance with government health and safety standards. Even if our products meet these standards, they could otherwise become contaminated. A failure to meet these standards or contamination could occur in our operations or those of our manufacturers, distributors or suppliers. This could result in expensive production interruptions, recalls and liability claims. Moreover, negative publicity could be generated from false, unfounded or nominal liability claims or limited recalls. Any of these failures or occurrences could negatively affect our business and financial performance. Â The sale of our products involves product liability and related risks that could expose us to significant insurance and loss expenses. Â We face an inherent risk of exposure to product liability claims if the use of our products results in, or is believed to have resulted in, illness or injury. Our products contain combinations of ingredients, and there is little long-term experience with the effect of these combinations. In addition, interactions of these products with other products, prescription medicines and over-the-counter treatments have not been fully explored or understood and may have unintended consequences. Â 15 Â Â Any product liability claim may increase our costs and adversely affect our revenue and operating income. Moreover, liability claims arising from a serious adverse event may increase our costs through higher insurance premiums and deductibles and may make it more difficult to secure adequate insurance coverage in the future. In addition, our product liability insurance may fail to cover future product liability claims, which, if adversely determined, could subject us to substantial monetary damages. Â The success of our business will depend upon our ability to create and expand our brand awareness. Â The markets we compete in, including the wellness and dietary supplement market, we intend to compete in, are highly competitive, with many well-known brands leading the industry. Our ability to compete effectively and generate revenue will be based upon our ability to create and expand awareness of our products distinct from those of our competitors. It is imperative that we are able to convey to consumers the benefits of our products. However, advertising and packaging and labeling of such products will be limited by various regulations. Our success will be dependent upon our ability to convey to consumers that our products are superior to those of our competitors. Â We must develop and introduce new products to succeed. Â Our industry is subject to rapid change. New products are constantly introduced to the market. Our ability to remain competitive depends in part on our ability to enhance existing products, to develop and manufacture new products in a timely and cost-effective manner, to accurately predict market transitions, and to effectively market our products. Our future financial results will depend to a great extent on the successful introduction of several new products. We cannot be certain that we will be successful in selecting, developing, manufacturing and marketing new products or in enhancing existing products. Â Â â— The success of new product introductions depends on various factors, including, without limitation, the following: Successful sales and marketing efforts; Â â— Timely delivery of new products; Â â— Availability of raw materials; Â â— Pricing of raw materials; Â â— Regulatory allowance of the products; and Â â— Customer acceptance of new products. Â Adverse publicity associated with our products or ingredients, or those of similar companies, could adversely affect our sales and revenue. Â Adverse publicity concerning any actual or purported failure by us to comply with applicable laws and regulations regarding any aspect of our business could have an adverse effect on the public perception of us. This, in turn, could negatively affect our ability to obtain financing, endorsers and attract distributors or retailers for our products, which would have a material adverse effect on our ability to generate sales and revenue. Â Our distributorsâ€™ and customersâ€™ perception of the safety and quality of our products or even similar products distributed by others can be significantly influenced by national media attention, publicized scientific research or findings, product liability claims and other publicity concerning our products or similar products distributed by others. Adverse publicity, whether or not accurate, that associates consumption of our products or any similar products with illness or other adverse effects, will likely diminish the publicâ€™s perception of our products. Claims that any products are ineffective, inappropriately labeled or have inaccurate instructions as to their use, could have a material adverse effect on the market demand for our products, including reducing our sales and revenue. Â 16 Â Â If serious adverse or undesirable side effects are identified during the development of our product candidates, we may abandon or limit our development or commercialization of such product candidates. Â If our product candidates are associated with undesirable side effects or have unexpected characteristics, we may need to abandon their development or limit development to certain uses or subpopulations in which the undesirable side effects or other characteristics are less prevalent, less severe or more acceptable from a risk-benefit perspective. Â If we elect or are forced to suspend or terminate any clinical trial with one of our product candidates, the commercial prospects of such product candidate will be harmed, and our ability to generate revenue from such product candidate will be delayed or eliminated. Any of these occurrences may harm our business, financial condition and prospects significantly. Â If we experience delays or difficulties in the enrollment of subjects to our clinical trials, our ability to complete such trials will be adversely affected Â Identifying, screening and enrolling patients to participate in clinical trials of our product candidates is critical to our success, and we may not be able to identify, recruit, enroll and dose a sufficient number of patients with the required or desired characteristics to complete our clinical trials in a timely manner. The timing of our clinical trials depends on our ability to recruit patients to participate as well as to subsequently dose these patients and complete required follow-up periods. In particular, because our planned clinical trials may be focused on indications with relatively small patient populations, our ability to enroll eligible patients may be limited or may result in slower enrollment than we anticipate. Â In addition, we may experience enrollment delays related to increased or unforeseen legal and logistical requirements at certain clinical trial sites. These delays could be caused by reviews by contractual discussions with individual clinical trial sites. Any delays in enrolling and/or dosing patients in our planned clinical trials could result in increased costs, delays in advancing our product candidates, delays in testing the effectiveness of our product candidates or in termination of the clinical trials altogether. Â Participant enrollment may also be affected by other factors, including: Â â— coordination with clinical research organizations to enroll and administer the clinical trials; â— coordination and recruitment of collaborators and investigators at individual sites; â— size of the participant population and process for identifying participants; â— design of the clinical trial protocol; â— eligibility and exclusion criteria; â— perceived risks and benefits of the product candidates under study; â— time of year in which the trials are initiated or conducted; â— ability to obtain and maintain subject consents; â— ability to enroll participants in a timely manner; â— risk that enrolled subjects will drop out before completion of the trials; â— proximity and availability of clinical trial sites for prospective participants; â— ability to monitor subjects adequately during and after treatment. Â It is uncertain whether product liability insurance will be adequate to address product liability claims, or that insurance against such claims will be affordable or available on acceptable terms in the future. Â Clinical research involves the testing of products on human volunteers pursuant to a clinical trial protocol. Such testing involves a risk of liability for personal injury to or death of patients due to, among other causes, adverse side effects, improper administration of the new product, or improper volunteer behavior. Claims may arise from patients, clinical trial volunteers, consumers, physicians, hospitals, companies, institutions, researchers, or others using, selling, or buying our products, as well as from governmental bodies. In addition, product liability and related risks are likely to increase over time, in particular upon the commercialization or marketing of any products by us or parties with which we enter into development, marketing, or distribution collaborations. Although we are contracting for general liability insurance in connection with our ongoing business, there can be no assurance that the amount and scope of such insurance coverage will be appropriate and sufficient in the event any claims arise, that we will be able to secure additional coverage should we attempt to do so, or that our insurers would not contest or refuse any attempt by us to collect on such insurance policies. Furthermore, there can be no assurance that suitable product liability insurance (at the clinical stage and/or commercial stage) will continue to be available on terms acceptable to us or at all, or that, if obtained, the insurance coverage will be appropriate and sufficient to cover any potential claims or liabilities. Â 17 Â Â If we are unable to establish relationships with licensees or collaborators to carry out sales, marketing, and distribution functions or to create effective marketing, sales, and distribution capabilities, we will be unable to market our products successfully. Â Our business strategy may include out-licensing product candidates to or collaborating with larger firms with experience in marketing and selling pharmaceutical products. There can be no assurance that we will successfully be able to establish marketing, sales, or distribution relationships with any third-party, that such relationships, if established, will be successful, or that we will be successful in gaining market acceptance for any products we might develop. To the extent that we enter into any marketing, sales, or distribution arrangements with third parties, our product revenues per unit sold are expected to be lower than if we marketed, sold, and distributed our products directly, and any revenues we receive will depend upon the efforts of such third parties. Â If we are unable to establish such third-party marketing and sales relationships, or choose not to do so, we would have to establish in-house marketing and sales capabilities. To market any products directly, we would have to establish a marketing, sales, and distribution force that has technical expertise and could support a distribution capability. Competition in the dietary supplement industry for technically proficient marketing, sales, and distribution personnel is intense and attracting and retaining such personnel may significantly increase our costs. Â There can be no assurance that we will be able to establish internal marketing, sales, or distribution capabilities or that these capabilities will be sufficient to meet our needs. Â We face business disruption and related risks resulting from the recent pandemic of COVID-19, which could have, and has had, a material adverse effect on our business plan. Â Our supply chain and the development of our product candidates, including that of our subsidiaries, could be, and have been, disrupted and materially adversely affected by the recent outbreak of COVID-19. As a result of measures imposed by the governments in affected regions, businesses and schools have been suspended due to quarantines intended to contain this outbreak. We are still assessing our business plans and the impact COVID-19 may have on our supply chain and ability to conduct our clinical trials, but there can be no assurance that this analysis will enable us to avoid part or all of any impact from the spread of COVID-19 or its consequences, including downturns in business sentiment generally. The extent to which the COVID-19 pandemic and global efforts to contain its spread will impact our operations will depend on future developments, which are highly uncertain and cannot be predicted at this time, and include the duration, severity and scope of the pandemic and the actions taken to contain or treat the COVID-19 pandemic. Â Natural disasters and other events beyond our control could materially adversely affect us. Â Natural disasters or other catastrophic events may cause damage or disruption to our operations, international commerce and the global economy, and thus could have a strong negative effect on us. Our business operations are subject to interruption by natural disasters, fire, power shortages, pandemics and other events beyond our control. Such events could make it difficult or impossible for us to deliver our services to our customers and could decrease demand for our services. The World Health Organization declared the COVID-19 outbreak a pandemic. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, the impact on our customers and employees, all of which are uncertain and cannot be predicted. At this point, the overall extent to which COVID-19 may impact our financial condition or results of operations is uncertain. Â 18 Â Â We have a limited operating history upon which investors can evaluate our future prospects. Â We have a limited operating history upon which an evaluation of its business plan or performance and prospects can be made. The business and prospects of the Company must be considered in the light of the potential problems, delays, uncertainties and complications encountered in connection with a newly established business and new industry. The risks include, but are not limited to, the possibility that we will not be able to develop functional and scalable products and services, or that although functional and scalable, our products and services will not be economical to market; that our competitors hold proprietary rights that preclude us from marketing such products; that our competitors market a superior or equivalent product; that we are not able to upgrade and enhance our technologies and products to accommodate new features and expanded service offerings; or the failure to receive necessary regulatory clearances for our products. To successfully introduce and market our products at a profit, we must establish brand name recognition and competitive advantages for our products. There are no assurances that we can successfully address these challenges. If it is unsuccessful, we and our business, financial condition and operating results could be materially and adversely affected. Â The current and future expense levels are based largely on estimates of planned operations and future revenues rather than experience. It is difficult to accurately forecast future revenues because our business is new and our market has not been developed. If our forecasts prove incorrect, the business, operating results and financial condition of the Company may be materially and adversely affected. Moreover, we may be unable to adjust our spending in a timely manner to compensate for any unanticipated reduction in revenues. As a result, any significant reduction in revenues may immediately and adversely affect our business, financial condition and operating results. Â Our products and manufacturing activities are subject to extensive government regulation, and failure to comply with these laws and regulations, as they currently exist or as modified in the future, may increase our costs, limit or eliminate our ability to sell certain products, subject us or our suppliers to the risk of enforcement action, or otherwise adversely affect our business, results of operations and financial condition. Â The manufacture, packaging, labeling, advertising, promotion, distribution, import, export and sale of our products are subject to regulation by numerous national and local governmental agencies in the United States and other countries, including but not limited to the U.S. Food and Drug Administration (FDA) and the Federal Trade Commission (FTC). Failure to comply with FDA regulatory requirements may result in, among other things, injunctions, product withdrawals, recalls, product seizures, fines, and criminal prosecutions. Any action of this type by the FDA could materially adversely affect our ability to market our products successfully. Â The manufacture of nutritional or dietary supplements and related products in the United States requires compliance with dietary supplement current Good Manufacturing Practice (GMP) regulations, which are based on the food-model GMP regulations, with additional requirements that are specific to dietary supplements. We believe the manufacturing processes for the Safety Shot Dietary Supplement substantially complies with the applicable dietary supplement GMP requirements. Nevertheless, any FDA action determining that such processes do not comply with dietary supplement GMPs could materially adversely affect our ability to manufacture and market the Sure Shot Dietary Supplement in the United States. In addition, the Dietary Supplement & Nonprescription Drug Consumer Protection Act requires dietary supplement manufacturers and distributors to notify the FDA when they receive reports of serious adverse events associated with their products that occur within the United States. Â Individual U.S. states also regulate nutritional supplements. A state may seek to interpret claims or products presumptively valid under federal law as illegal under that stateâ€™s regulations, or otherwise seek to create restrictions to access under state law. For example, during the 204 legislative session, several states are considering bills that would restrict the sale of muscle building and/or weight management supplements to people over the age of 18. Government agencies, as well as legislative bodies, can change existing regulations, or impose new ones, or could take aggressive measures, causing or contributing to a variety of negative consequences, including: Â Â â— requirements for the reformulation of products to meet new standards; Â â— the recall or discontinuance of products; Â â— additional record-keeping requirements; Â â— expanded documentation of the properties of certain or all products; Â â— expanded or different labeling or advertising for products; Â â— expanded adverse event tracking and reporting requirements; and Â â— additional scientific substantiation to support product claims. Â We cannot predict the nature of any future laws, regulations, interpretations, or applications, nor can we determine what effect additional governmental regulations or administrative orders, when and if promulgated, could have on our business, financial condition, or results of operations. Â 19 Â Â We are subject to government regulations of the processing, formulation, packaging, labeling and advertising of our wellness and dietary supplement products. Â Under the Federal Food, Drug, and Cosmetic Act (the FD&C Act), companies that manufacture and distribute functional foods and dietary supplements, such as our Safety Shot Dietary Supplement, are limited in the claims that they are permitted to make about nutritional support on the product label without FDA approval. Any failure by us to adhere to the labeling requirements could lead to the FDA requiring that our products be repackaged and relabeled, which would have a material adverse effect on our business. In addition, companies are responsible for the accuracy and truthfulness of, and must have adequate scientific substantiation for, any nutritional or functional claims. These claims must be truthful and not misleading. Promotional claims about foods and dietary supplements also must not include statements that the product can diagnose, mitigate, treat, cure or prevent a specific disease or class of disease. Â We believe we are able to market our Sure Shot Dietary Supplement product in reliance on the self-affirmed Generally Recognized As Safe (GRAS) status of our formulationâ€™s current ingredients. No governmental agency or other third party has made a determination as to whether or not the Sure Shot Dietary Supplement has achieved GRAS status. We make this determination based on independent scientific opinions that the individual ingredients and formulation as a whole are not harmful under their intended conditions of use. If the FDA, another regulatory authority or other third party denied our self-affirmed GRAS status for the Sure Shot Dietary Supplement, we could face significant penalties or be required to undergo the regulatory approval process in order to market our product, and our business, financial condition and results of operations will be adversely affected. We cannot guarantee that in such a situation the Sure Shot Dietary Supplement would be approved. Â The processing, formulation, packaging, labeling and advertising of our products may also be subject to regulation by the FTC, the Environmental Protection Agency (EPA), and various agencies of the states and localities in which the products are sold. Any changes in the current regulatory environment could impose requirements that would limit our ability to market our supplement products and make bringing new products to market more expensive. In addition, the adoption of new regulations or changes in the interpretation of existing regulations may result in significant compliance costs or discontinuation of product sales and may adversely affect our business, financial condition and results of operations. Â While we have positioned the Sure Shot Dietary Supplement as a dietary supplement, it is possible that the FDA or a state regulatory agency could classify our product as a drug. If the Sure Shot Dietary Supplement is determined to be a drug, we would not be able to market it further without making significant changes to the product and labeling or going through the drug approval process, which would limit our ability to effectively market the product and would adversely affect our financial condition and results of operations. Additional clinical trials may be necessary in order to support any new drug approval for the Sure Shot Dietary Supplement, and clinical trials designed to support drug approval may be time consuming, expensive, and uncertain. If required, such additional studies may take years to complete, and we may never generate the necessary data or results required to obtain marketing authorization of Safety Shot Dietary Supplement as an over-the-counter drug product. Accordingly, there can be no assurances that any such drug approval, if required, could be obtained for the Sure Shot Dietary Supplement. If the FDA or a state regulatory agency ultimately determines the Sure Shot Dietary Supplement is a drug rather than a dietary supplement, the agency could claim that the product is misbranded and require that we recall, repackage and relabel the product and impose civil and/or criminal penalties. Any of these situations could adversely affect our business and operations, and any public actions taken by the FDA or other regulatory agency against us could lead to consumer complaints, civil lawsuits, retail customers terminating any supply agreements we may have with them, and significant reputational harms to the company. Â 20 Â Â Our failure to comply with applicable laws or regulations could result in substantial monetary penalties and could adversely affect our operating results. Â In recent years, the marketing and labeling of functional foods and beverages and dietary supplements has brought increased risk that consumers will bring class action lawsuits and that the FTC and/or state attorneys general will bring legal action concerning the truth and accuracy of the marketing and labeling of such products, seek removal of such products from the marketplace, and/or impose fines and penalties. Our Sure Shot Dietary Supplement product is marketed with express and implied statements relating to the ingredients or health and wellness related attributes, which may increase the potential risk of regulatory scrutiny over such claims. The lack of specific regulations or guidance on common supplement terms and statements used in product labeling has contributed to legal challenges against many supplement companies, and plaintiffs have commenced legal actions against several nutritional supplement companies, asserting false, misleading and deceptive advertising and labeling claims. In addition, the FTC has instituted numerous enforcement actions against dietary supplement companies for failure to have adequate substantiation for claims made in advertising or for the use of false or misleading advertising claims. Our failure to comply with applicable regulations could result insubstantial monetary penalties, which would likely have a material adverse effect on our financial condition or results of operations. Â Even when unmerited, class action lawsuits, action by the FTC or state attorneys general enforcement actions can be expensive to defend against and may adversely affect our reputation with existing and potential customers and consumers and our corporate and brand image, which would likely have a material and adverse effect on our business, financial condition or results of operations. The number of private consumer class actions relating to false or deceptive advertising against nutritional supplement companies has increased in recent years. Â In addition, the FDA has aggressively enforced its regulations with respect to different types of product claims that may or may not be made for food or dietary supplement products. These events could interrupt the marketing and sales of our Sure Shot Dietary Supplement product, severely damage our brand reputation and public image, increase our legal expenses, result in product recalls or litigation, and impede our ability to deliver our products in sufficient quantities or quality, which would likely result in a material adverse effect on our business, financial condition, results of operations and cash flows. Â Congress and/or regulatory agencies may impose additional laws or regulations or change current laws or regulations, and state attorneys general may increase enforcement of existing or new laws, and compliance with new or changed governmental regulations, or any state attorney proceeding, could increase our costs significantly and materially and adversely affect our business, financial condition and results of operations. Â From time to time, Congress, the FDA, the FTC, or other federal, state, local or foreign legislative and regulatory authorities may impose additional laws or regulations that apply to us, repeal laws or regulations that we consider favorable to us or impose more stringent interpretations of current laws or regulations. We are not able to predict the nature of such future laws, regulations, repeals or interpretations or to predict the effect that additional governmental regulation, when and if it occurs, would have on our business in the future. Those developments could require reformulation of certain products to meet new standards, recalls or discontinuance of certain products not able to be reformulated, additional record-keeping requirements, increased documentation of the properties of certain products, additional or different labeling, additional scientific substantiation, adverse event reporting or other new requirements. Â For example, in recent years, the FDA has issued warning letters to several dietary supplement companies alleging improper and unapproved drug claims regarding their products marketed for use as hangover cures or to prevent hangovers. If the FDA determines that we have disseminated inappropriate and unapproved drug claims for our Safety Shot Dietary Supplement, which we are positioning as a dietary supplement, we could receive a warning or untitled letter, be required to modify our product claims or take other actions to satisfy the FDA. Such a public warning or untitled letter from the FDA could harm our reputation and could lead to potential customer or consumer complaints or even civil lawsuits and other financial damages. While we would intend to vigorously defend our company and the Safety Shot product line in such a situation, any developments of this nature could increase our costs significantly and would likely have a material adverse effect on our business, financial condition and results of operations. Â 21 Â Â Our reliance on third parties to manufacture and supply our products, including the Sure Shot Dietary Supplement, may harm our business, financial condition and operating results. Â We contract with third-party suppliers and manufacturers for the production of our products, including the Sure Shot Dietary Supplement. These third-party suppliers and manufacturers produce and, in most cases, pack our products according to formulations and specifications that have been developed by or in conjunction with our in-house product development team. Products manufactured by third-party suppliers at their facilities must also pass through quality control and assurance procedures to ensure they are manufactured in conformance with our specifications. We cannot assure you that our third-party contract manufacturers will continue to reliably supply products to us at the levels of quality, or the quantities, we require, and in compliance with our specifications or applicable laws, including under the FDAâ€™s dietary supplement GMP regulations and the FD&C Actâ€™s food safety provisions. Should our contract manufacturers experience quality issues or supply us with non-conforming products, we may need to terminate relationships or secure alternative suppliers. Identifying and obtaining acceptable replacement manufacturing sources, on a timely basis or at all, for FDA-regulated functional beverages and dietary supplement products is challenging. Additionally, any future need to transfer our third-party manufacturing business to another contract manufacturer could be expensive, time-consuming, result in delays in our production or shipping, reduce our net sales, damage our relationship with customers and damage our reputation in the marketplace. Â We rely on third parties to conduct clinical trials and most nonclinical studies of our products, including the Sure Shot Dietary Supplement. If these third parties do not perform as contractually required, fail to satisfy regulatory or legal requirements or miss expected deadlines, our product development and commercialization efforts could be delayed with material and adverse effects on our business, financial condition, results of operations and prospects. Â While we recently completed a clinical trial for the Safety Shot Dietary Supplement and may sponsor clinical trials in the future for the Sure Shot Dietary Supplement or other products, we do not independently conduct clinical trials or the majority of nonclinical studies involving our products or product candidates. Accordingly, while we perform certain functions internally, we currently rely on third-party contract research organizations (CROs), such as the Center for Applied Health Sciences, as well as laboratories, clinical investigators, clinical data management organizations, and consultants, to help us design, conduct, supervise and monitor research involving our products and human participants. As a result, we have less control over the timing, quality and other aspects of our clinical trials than we would have had we conducted them on our own. There is a limited number of third-party service providers that specialize in the wellness space or have the expertise required to achieve our business objectives. If any of our relationships with these third-party CROs terminate, we may not be able to enter into arrangements with alternative CROs or investigators or to do so on commercially reasonable terms. Further, these laboratories, investigators, CROs and consultants are not our employees and we have limited control over the amount of time and resources that they dedicate to our product development programs. These third parties may have contractual relationships with other entities, some of which may be our competitors, which may draw time and resources from our programs. The third parties with which we contract might not be diligent, careful or timely in conducting our nonclinical studies or clinical trials. If we cannot contract with acceptable third parties on commercially reasonable terms, or at all, or if these third parties do not carry out their contractual duties, satisfy the legal and regulatory requirements for the conduct of nonclinical studies or clinical trials or meet expected deadlines for any reason, our product development efforts could be delayed and otherwise adversely affected. Â In all events, we are responsible for ensuring that each of our nonclinical studies and clinical trials is conducted in accordance with the general investigational plan and protocols for the relevant study or trial. For example, the FDA requires certain nonclinical studies to be conducted in accordance with good laboratory practices and clinical trials to be conducted in accordance with good clinical practices, including practices and requirements for designing, conducting, recording and reporting the results of nonclinical studies and clinical trials to assure that data and reported results are credible and accurate and that the rights, integrity and confidentiality of clinical trial participants are protected. Our reliance on third parties we do not control do not relieve us of these responsibilities and requirements. Any adverse development or delay in our nonclinical studies or clinical trials could have a material and adverse effect on our business, financial condition, results of operations and prospects. Â Further, should the FDA determine that the Sure Shot Dietary Supplement is a drug rather than a dietary supplement and require us to secure new drug approval or another form of marketing authorization for the Sure Shot Dietary Supplement, there can be no assurance that the nonclinical and clinical data we have generated to date would be sufficient to meet applicable regulatory standards for demonstrating substantial evidence of effectiveness. â€œSubstantial evidenceâ€ represents the evidentiary threshold in the FD&C Act for the efficacy of new drugs, and it requires at least one adequate and well-controlled clinical investigation to establish effectiveness. Because we have positioned the Sure Shot Dietary Supplement as a dietary supplement, our recently completed clinical trial may not meet FDAâ€™s expectations for a well-controlled clinical investigation adequate to support a potential drug approval. Â 22 Â Â We may not meet our product development and commercialization milestones. Â We have established milestones, based upon our expectations regarding our technologies at that time, which we use to assess our progress toward developing our products. These milestones relate to technology and design improvements as well as dates for achieving development goals. If our products exhibit technical defects or are unable to meet cost or performance goals, our commercialization schedule could be delayed, and potential purchasers of our initial commercial products may decline to purchase such products or may opt to pursue alternative products. Â We may also experience shortages of equipment due to manufacturing difficulties. Multiple suppliers provide the components used in manufacturing our products. Our manufacturing operations could be disrupted by fire, earthquake or other natural disaster, a labor-related disruption, failure in supply or other logistical channels, electrical outages or other reasons. If there were a disruption to manufacturing facilities, we would be unable to manufacture until we have restored and re-qualified our manufacturing capability or developed alternative manufacturing facilities. Â Our operations in international markets involve inherent risks that we may not be able to control. Â Our business plan includes the marketing and sale of our proposed products in international markets. Accordingly, our results could be materially and adversely affected by a variety of uncontrollable and changing factors relating to international business operations, including: Â Â â— Macroeconomic conditions adversely affecting geographies where we intend to do business; Â â— Foreign currency exchange rates; Â â— Political or social unrest or economic instability in a specific country or region; Â â— Higher costs of doing business in foreign countries; Â â— Infringement claims on foreign patents, copyrights or trademark rights; Â â— Difficulties in staffing and managing operations across disparate geographic areas; Â â— Difficulties associated with enforcing agreements and intellectual property rights through foreign legal systems; Â â— Trade protection measures and other regulatory requirements, which affect our ability to import or export our products from or to various countries; Â â— Adverse tax consequences; Â â— Unexpected changes in legal and regulatory requirements; Â â— Military conflict, terrorist activities, natural disasters and medical epidemics; and Â â— Our ability to recruit and retain channel partners in foreign jurisdictions. Â Compliance with new and existing laws and governmental regulations could increase our costs significantly and adversely affect our results of operations. Â The processing, formulation, safety, manufacturing, packaging, labeling, advertising and distribution of our products are subject to federal laws and regulation by one or more federal agencies, including the FDA, the FTC, the CPSC, the USDA, and the EPA. These activities are also regulated by various state, local and international laws and agencies of the states and localities in which our products are sold. Government regulations may prevent or delay the introduction, or require the reformulation, of our products, which could result in lost revenues and increased costs to us. For instance, the FDA regulates, among other things, the composition, safety, manufacture, labeling and marketing of dietary ingredients and dietary supplements (including vitamins, minerals, herbs, and other dietary ingredients for human use). Dietary supplements and dietary ingredients that do not comply with FDAâ€™s regulations and/or the DSHEA will be deemed adulterated or misbranded. Manufacturers and distributors of dietary supplements and dietary ingredients are prohibited from marketing products that are adulterated or misbranded, and the FDA may take enforcement action against any adulterated or misbranded dietary supplement on the market. The FDA has broad enforcement powers. If we violate applicable regulatory requirements, the FDA may bring enforcement actions against us, which could have a material adverse effect on our business, prospects, financial condition, and results of operations. The FDA may not accept the evidence of safety for any new dietary ingredient that we may wish to market, may determine that a particular dietary supplement or ingredient presents an unacceptable health risk based on the required submission of serious adverse events or other information, and may determine that a particular claim(such as reducing Blood Alcohol Content) or statement of nutritional value that we use to support the marketing of a dietary supplement is an impermissible drug claim or is not substantiated. Any of these actions could prevent us from marketing particular dietary supplement products or making certain claims or statements with respect to those products. The FDA could also require us to remove a particular product from the market. Any future recall or removal would result in additional costs to us, including lost revenues from any products that we are required to remove from the market, any of which could be material. Any product recalls or removals could also lead to an increased risk of litigation and liability, substantial costs, and reduced growth prospects. Â 23 Â Â Additional or more stringent laws and regulations of dietary supplements and other products have been considered from time to time. These developments could require reformulation of some products to meet new standards, recalls or discontinuance of some products not able to be reformulated, additional record-keeping requirements, increased documentation of the properties of some products, additional or different labeling, additional scientific substantiation, or other new requirements. Any of these developments could increase our costs significantly. In addition, regulatorsâ€™ evolving interpretation of existing laws could have similar effects. Â Risks Related to our Financial Position and Capital Needs Â Our accountant has indicated doubt about our ability to continue as a going concern. Â As of December 31, 2023, and 2022, the Company had $3,833,349 and $1,931,068 in cash, accumulated deficit of $65,480,715 and $50,597,674 and cash flow used in operations of $10,515,314 and $6,395,942, respectively. The Company has incurred and expects to continue to incur significant costs in pursuit of its expansion and development plans. These conditions raise doubt about the Companyâ€™s ability to continue as a going concern and accordingly our auditors have included a going concern opinion in our annual report. Â In connection with certain public and private offerings (the â€œFinancingâ€), the Company offered warrants as part of the Financing packages. During the year ended December 31, 2023, the Warrant Holders exercised a total of 10,266,845 warrants for shares of common stock for a total exercise price of $8,887,837. At December 12, 2023, the Company has 15,758,126 warrants outstanding at an average exercise price of $1.45. The Company expects, although there can be no assurance, that a majority of the outstanding warrants will be exercised in the near future. Â The Company also holds 2,623,342 shares of SRM Entertainment, Inc. (Nasdaq: SRM) valued at $0.63 per share (as of December 31, 2024) and these shares are considered trading shares and are held as marketable securities on the balance sheet. These shares are not covered by an effective registration statement but may be sold subject to Rule 144. Â At September 30, 2024, the Company had $1,360,401 in cash and the Company recognizes that it may need to raise additional capital in order to continue to execute its business plan in the future. There is no assurance that the Warrant Holders will exercise their warrants or additional financing will be available if needed or that the Company will be able to obtain financing on terms acceptable to it or whether the Company will become profitable and generate positive operating cash flow. If the Company is unable to obtain revenue producing contracts or financing or if the revenue or financing it does obtain is insufficient to cover any operating losses it may incur, it may be forced to substantially curtail its operations or seek other business opportunities through strategic alliances, acquisitions or other arrangements that may dilute the interests of existing stockholders. Â Raising additional capital may cause dilution to our existing stockholders, restrict our operations or require us to relinquish rights to our technologies or other assets. Â We may seek additional capital through a combination of private and public equity offerings, debt financings, strategic partnerships and alliances and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, existing ownership interests will be diluted and the terms of such financings may include liquidation or other preferences that adversely affect the rights of existing stockholders. Debt financings may be coupled with an equity component, such as warrants to purchase shares, which could also result in dilution of our existing stockholdersâ€™ ownership. The incurrence of indebtedness would result in increased fixed payment obligations and could also result in certain restrictive covenants, such as limitations on our ability to incur additional debt, limitations on our ability to acquire or license intellectual property rights and other operating restrictions that could adversely impact our ability to conduct our business and may result in liens being placed on our assets and intellectual property. If we were to default on such indebtedness, we could lose such assets and intellectual property. Â 24 Â Â Our potential for rapid growth and our entry into new markets make it difficult for us to evaluate our current and future business prospects, and we may be unable to effectively manage any growth associated with these new markets, which may increase the risk of your investment and could harm our business, financial condition, results of operations and cash flow. Â Our proliferation into new markets may place a significant strain on our resources and increase demands on our executive management, personnel and systems, and our operational, administrative and financial resources may be inadequate. We may also not be able to effectively manage any expanded operations or achieve planned growth on a timely or profitable basis, particularly if the number of customers using our technology significantly increases or their demands and needs change as our business expands. If we are unable to manage expanded operations effectively, we may experience operating inefficiencies, the quality of our products and services could deteriorate, and our business and results of operations could be materially adversely affected. Â Changes in tax laws and unanticipated tax liabilities could adversely affect our effective income tax rate and ability to achieve profitability. Â Our effective income tax rate in the future could be adversely affected by a number of factors including changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities and changes in tax laws. We regularly assess all of these matters to determine the adequacy of our tax provision which is subject to discretion. If our assessments are incorrect, it could have an adverse effect on our business and financial condition. There can be no assurance that income tax laws and administrative policies with respect to the income tax consequences generally applicable to us or to our subsidiaries will not be changed in a manner which adversely affects our shareholders. Â Risks Related to our Intellectual Property Â We may incur substantial costs as a result of litigation or other proceedings relating to patent and other intellectual property rights. Â A third party may sue us or one of our strategic collaborators for infringing its intellectual property rights. Likewise, we may need to resort to litigation to enforce licensed rights or to determine the scope and validity of third-party intellectual property rights. Â The cost to us of any litigation or other proceeding relating to intellectual property rights, even if resolved in our favor, could be substantial, and the litigation would divert our efforts. Some of our competitors may be able to sustain the costs of complex patent litigation more effectively than we can because they have substantially greater resources. If we do not prevail in this type of litigation, we or our strategic collaborators may be required to pay monetary damages; stop commercial activities relating to the affected products or services; obtain a license in order to continue manufacturing or marketing the affected products or services; or attempt to compete in the market with a substantially similar product. Â Uncertainties resulting from the initiation and continuation of any litigation could limit our ability to continue some of our operations. In addition, a court may require that we pay expenses or damages, and litigation could disrupt our commercial activities. Â Any inability to protect our intellectual property rights could reduce the value of our products and brands, which could adversely affect our financial condition, results of operations and business. Â Our business is partly dependent upon our trademarks, trade secrets, copyrights and other intellectual property rights. Effective intellectual property rights protection, however, may not be available under the laws of every country in which we and our sub-licensees may operate. There is a risk of certain valuable trade secrets, beyond what is described publicly in patents, being exposed to potential infringers. Regardless of our technology being protected by patents or otherwise, there is a risk that other companies may employ the technology without authorization and without recompensing us. Â The efforts we have taken to protect our proprietary rights may not be sufficient or effective. Any significant impairment of our intellectual property rights could harm our business or our ability to compete. In addition, protecting our intellectual property rights is costly and time consuming. There is a risk that we may have insufficient resources to counter adequately such infringements through negotiation or the use of legal remedies. It may not be practicable or cost effective for us to fully protect our intellectual property rights in some countries or jurisdictions. If we are unable to successfully identify and stop unauthorized use of our intellectual property, we could lose potential revenue and experience increased operational and enforcement costs, which could adversely affect our financial condition, results of operations and business. Â 25 Â Â The intellectual property behind our products may include unpublished know-how as well as existing and pending intellectual property protection. All intellectual property protection eventually expires, and unpublished know-how is dependent on key individuals. Â The commercialization of our licensed products is partially dependent upon know-how and trade secrets held by certain individuals working with and for us. Because the expertise runs deep in these few individuals, if something were to happen to any or all of them, the ability to properly manufacture our products without compromising quality and performance could be diminished greatly. Â Knowledge published in the form of any future intellectual property has finite protection, as all patents and trademarks have a limited life and an expiration date. While continuous efforts will be made to apply for patents and trademarks if appropriate, there is no guarantee that additional patents or trademarks will be granted. The expiration of patents and trademarks relating to our products may hinder our ability to sub-license or sell our products for a long period of time without the development of a more complex licensing strategy. Â If we are not able to adequately protect our intellectual property, then we may not be able to compete effectively, and we may not be profitable. Â Our existing proprietary rights may not afford remedies and protections necessary to prevent infringement, reformulation, theft, misappropriation and other improper use of our products by competitors. We own the formulations contained in our products and we consider these product formulations to be our critical proprietary property, which must be protected from competitors. Although trade secret, trademark, copyright and patent laws generally provide a certain level of protection, and we attempt to protect ourselves through contracts with manufacturers of our products, we may not be successful in enforcing our rights. In addition, enforcement of our proprietary rights may require lengthy and expensive litigation. We have attempted to protect some of the trade names and trademarks used for our products by registering them with the U.S. Patent and Trademark Office, but we must rely on common law trademark rights to protect our unregistered trademarks. Common law trademark rights do not provide the same remedies as are granted to federally registered trademarks, and the rights of a common law trademark are limited to the geographic area in which the trademark is actually used. Our inability to protect our intellectual property could have a material adverse impact on our ability to compete and could make it difficult for us to achieve a profit. Â Risks Related to Our Securities and Other Risks Â We are an â€œemerging growth companyâ€ and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors. Â We are an â€œemerging growth companyâ€ as defined in the JOBS Act, and we intend to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not â€œemerging growth companiesâ€ including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act and reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements. We cannot predict whether investors will find our common stock less attractive if we rely on these exemptions. If some investors find our common stockless attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile. Â 26 Â Â The requirements of being a public company may strain our resources and distract our management, which could make it difficult to manage our business, particularly after we are no longer an â€œemerging growth company.â€ Â We are required to comply with various regulatory and reporting requirements, including those required by the SEC. Complying with these reporting and other regulatory requirements is time-consuming and results in increased costs to us and could have a negative effect on our results of operations, financial condition or business. As a public company, we are subject to the reporting requirements of the Securities Exchange Act of 1934 (as amended, the â€œExchange Actâ€) and the requirements of the Sarbanes-Oxley Act. These requirements may place a strain on our systems and resources. Â The Exchange Act requires that we file annual, quarterly and current reports with respect to our business and financial condition. The Sarbanes-Oxley Act requires that we maintain effective disclosure controls and procedures and internal controls over financial reporting. To maintain and improve the effectiveness of our disclosure controls and procedures, we will need to commit significant resources, hire additional staff and provide additional management oversight. We will be implementing additional procedures and processes for the purpose of addressing the standards and requirements applicable to public companies. Sustaining our growth also will require us to commit additional management, operational and financial resources to identify new professionals to join our firm and to maintain appropriate operational and financial systems to adequately support expansion. These activities may divert managementâ€™s attention from other business concerns, which could have a material adverse effect on our results of operations, financial condition or business. Â As an â€œemerging growth companyâ€ as defined in the JOBS Act, we intend to take advantage of certain temporary exemptions from various reporting requirements including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act and reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements. We may also delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are made applicable to private companies, as permitted by the JOBS Act. Â We have broad discretion in the use of the net proceeds from any offerings and may not use them effectively. Â Our management will have broad discretion in the application of the net proceeds from any offerings and may spend or invest these proceeds in a way with which our stockholders disagree. The failure by our management to apply these funds effectively could harm our business and financial condition. Pending their use, we may invest the net proceeds from any offering in a manner that does not produce income or that loses value. Â Our management has limited experience in managing the day-to-day operations of a public company and, as a result, we may incur additional expenses associated with the management of our Company. Â We only became a public company in October 2020. The management team is responsible for the operations and reporting of the Company. The requirements of operating as a public company are many and sometimes difficult to navigate. This may require us to obtain outside assistance from legal, accounting, investor relations, or other professionals that could be more costly than planned. If we lack cash resources to cover these costs of being a public company in the future, our failure to comply with reporting requirements and other provisions of securities laws could negatively affect our stock price and adversely affect our potential results of operations, cashflow and financial condition after we commence operations. Â Compliance with changing corporate governance regulations and public disclosures may result in additional risks and exposures. Â Changing laws, regulations and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act of 2002 and new regulations from the SEC, have created uncertainty for public companies such as ours. These laws, regulations, and standards are subject to varying interpretations in many cases, and as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. As a result, our efforts to comply with evolving laws, regulations, and standards have resulted in, and are likely to continue to result in, increased expense and significant management time and attention. Â 27 Â Â Certain of our stockholders hold a significant percentage of our outstanding voting securities, which could reduce the ability of minority stockholders to effect certain corporate actions. Â At January 30, 2025, our officers and directors are the beneficial owners of approximately 16.0% our issued and outstanding voting securities. As a result, they possess significant influence over our elections and votes. As a result, their ownership and control may have the effect of facilitating and expediting a future change in control, merger, consolidation, takeover or other business combination, or encouraging a potential acquirer to make a tender offer. Their ownership and control may also have the effect of delaying, impeding, or preventing a future change in control, merger, consolidation, takeover or other business combination, or discouraging a potential acquirer from making a tender offer. Â If securities or industry analysts publish inaccurate or unfavorable research about our business, our stock price could decline. Â The trading market for our common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. Once our common stock is quoted, if one or more of the analysts who cover us downgrade our common stock or publish inaccurate or unfavorable research about our business, our common stock price would likely decline. Â We do not intend to pay dividends for the foreseeable future. Â We currently intend to retain any future earnings to finance the operation and expansion of our business, and we do not expect to declare or pay any dividends on our common stock in the foreseeable future. Â Our Second Amended and Restated Certificate of Incorporation contains an exclusive forum provision for certain claims, which could limit our stockholdersâ€™ ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees. Â Our Second Amended and Restated Certificate of Incorporation provides that, unless we consent in writing to the selection of an alternative forum, New York shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Company, (b) any action asserting a claim for breach of a fiduciary duty owed by any director, officer, employee, or agent of the Company to the Company or the Companyâ€™s shareholders or (c) any action asserting a claim governed by the internal affairs doctrine, in each case subject to said court having personal jurisdiction over the indispensable parties named as defendants therein. This provision may limit a shareholderâ€™s ability to bring a claim in a judicial forum that it finds favorable for disputes with the company and its directors, officers, or other employees and may discourage lawsuits with respect to such claims. This provision does not apply to actions arising under the Exchange Act or Securities Act. Â Our issuance of additional common stock or preferred stock may cause our common stock price to decline, which may negatively impact your investment. Â Issuances of a substantial number of additional shares of our common or preferred stock, or the perception that such issuances could occur, may cause prevailing market prices for our common stock to decline. In addition, our board of directors is authorized to issue additional series of shares of preferred stock without any action on the part of our stockholders. Our board of directors also has the power, without stockholder approval, to set the terms of any such series of shares of preferred stock that may be issued, including voting rights, conversion rights, dividend rights, preferences over our common stock with respect to dividends or if we liquidate, dissolve or wind up our business and other terms. If we issue cumulative preferred stock in the future that has preference over our common stock with respect to the payment of dividends or upon our liquidation, dissolution or winding up, or if we issue preferred stock with voting rights that dilute the voting power of our common stock, the market price of our common stock could decrease. Â 28 Â Â Anti-takeover provisions in the Companyâ€™s charter and bylaws may prevent or frustrate attempts by stockholders to change the board of directors or current management and could make a third-party acquisition of the Company difficult. Â The Companyâ€™s certificate of incorporation and bylaws contain provisions that may discourage, delay or prevent a merger, acquisition or other change in control that stockholders may consider favorable, including transactions in which stockholders might otherwise receive a premium for their shares. Furthermore, the Board of Directors has the ability to increase the size of the Board and fill newly created vacancies without stockholder approval. These provisions could limit the price that investors might be willing to pay in the future for shares of the Companyâ€™s common stock. Â Our common stock may become subject to the SECâ€™s penny stock rules and accordingly, broker-dealers may experience difficulty in completing customer transactions and trading activity in our securities may be adversely affected. Â The SEC has adopted regulations, which generally define â€œpenny stockâ€ to be an equity security that has a market price of less than $5.00 per share, subject to specific exemptions. The market price of our common stock is less than $5.00 per share and therefore would be a â€œpenny stockâ€ according to SEC rules, unless we are listed on a national securities exchange. Under these rules, broker-dealers who recommend such securities to persons other than institutional accredited investors must: Â Â â— Make a special written suitability determination for the purchaser; Â â— Receive the purchaserâ€™s prior written agreement to the transaction; Â â— Provide the purchaser with risk disclosure documents which identify certain risks associated with investing in â€œpenny stocksâ€ and which describe the market for these â€œpenny stocksâ€ as well as a purchaserâ€™s legal remedies; and Â â— Obtain a signed and dated acknowledgment from the purchaser demonstrating that the purchaser has actually received the required risk disclosure document before a transaction in a â€œpenny stockâ€ can be completed. Â Although our common stock is not currently subject to these rules, it were to become subject to such rules, broker-dealers may find it difficult to effectuate customer transactions and trading activity in our securities may be adversely affected. As a result, the market price of our securities may be depressed, and you may find it more difficult to sell your securities. Â USE OF PROCEEDS Â All shares of our common stock offered by this prospectus are being registered for the account of the Selling Stockholders and we will not receive any proceeds from the sale of shares of our common stock by the Selling Stockholders. However, we will receive proceeds from the exercise of the Biggar Warrants. Unless otherwise specified in the applicable prospectus supplement, we intend to use these proceeds, if any, for general working capital purposes. Â DETERMINATION OF OFFERING PRICE Â We cannot currently determine the price or prices at which shares of Common Stock may be sold by the Selling Stockholders under this prospectus. Â DIVIDEND POLICY Â We have not declared or paid any dividends on our capital stock to date.Â We anticipate that we will retain all of our future earnings, if any, for use in the operation and expansion of our business and do not anticipate paying cash dividends in the foreseeable future. Any future determination related to our dividend policy will be made at the discretion of our Board after considering our business prospects, results of operations, financial condition, cash requirements and availability, debt repayment obligations, capital expenditure needs, contractual restrictions, covenants in the agreements governing current and future indebtedness, industry trends, the provisions of Nevada law affecting the payment of dividends and distributions to stockholders and any other factors or considerations the Board deems relevant. Â 29 Â Â MARKET INFORMATION Â Our Common Stock and warrants are currently listed on Nasdaq under the symbols â€œSHOTâ€ and â€œSHOTWâ€, respectively. As of January 31, 2025, there were 43 holders of record of our Common Stock and 14 holders of record of the warrants. The actual number of stockholders of our Common Stock and the actual number of holders of the warrants is greater than the number of record holders and includes holders of our Common Stock or our warrants whose shares of Common Stock or our warrants are held in street name by brokers and other nominees. Â MANAGEMENTâ€™S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS Â FORWARD LOOKING STATEMENTS Â This prospectus contains forward-looking statements. These statements relate to future events or our future financial performance. In some cases, you can identify forward-looking statements by terminology such as â€œmayâ€, â€œshouldâ€, â€œexpectsâ€, â€œplansâ€, â€œanticipatesâ€, â€œbelievesâ€, â€œestimatesâ€, â€œpredictsâ€, â€œpotentialâ€ or â€œcontinueâ€ or the negative of these terms or other comparable terminology. These statements are only predictions and involve known and unknown risks, uncertainties and other factors that may cause our or our industryâ€™s actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements to conform these statements to actual results. Â Our unaudited financial statements are stated in United States Dollars (US$) and are prepared in accordance with United States Generally Accepted Accounting Principles. The following discussion should be read in conjunction with our financial statements and the related notes that appear elsewhere in this prospectus. The following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed below and elsewhere in this prospectus. Â In this section, unless otherwise specified, all dollar amounts are expressed in United States dollars and all references to â€œcommon sharesâ€ refer to the common shares in our capital stock. Â As used in this section and unless otherwise indicated, the terms â€œweâ€, â€œusâ€, â€œourâ€, â€œSHOTâ€ and the â€œCompanyâ€ mean Safety Shot, Inc. Â General Overview Â Safety Shot Inc. (NASDAQ: SHOT) was formerly known as Jupiter Wellness Inc. In August 2023, the Company successfully completed the asset purchase of the Safety Shot Dietary Supplement from GBB Drink Lab, Inc. (â€œGBBâ€), thereby gaining ownership of various assets, including the intellectual property, trade secrets, and trademarks associated with its dietary supplement (the â€œSafety Shot Dietary Supplementâ€). Concurrently with the asset purchase, the Company changed its name to Safety Shot, Inc. and changed its NASDAQ trading symbol to SHOT. The Company launched its e-commerce sale of the Safety Shot Dietary Supplement in December 2023. On October 9, 2024, the Company renamed the Safety Shot Dietary Supplement as the â€œSure Shot Dietary Supplementâ€ Â The Sure Shot Dietary Supplement has been formulated to reduce the accumulation of blood alcohol. Noteworthy is the fact that the Sure Shot Dietary Supplement comprises 28 active ingredients, all falling under the Generally Regarded As Safe (GRAS) category. Under sections 201(s) and 409 of the Federal Food, Drug, and Cosmetic Act (the Act), any substance that is intentionally added to food is a dietary supplement, that is subject to premarket review and approval by the FDA, unless the substance is generally recognized, among qualified experts, as having been adequately shown to be safe under the conditions of its intended use, or unless the use of the substance is otherwise excepted from the definition of a dietary supplement. Â 30 Â Â Itâ€™s crucial to note that the Sure Shot Dietary Supplement is currently manufactured in a facility adhering to Good Manufacturing Practices (GMP), ensuring the highest standards of quality and safety throughout its production process. The Company currently maintains a workforce comprising eight full-time employees of its own. Â Specializing in Consumer Packaged Goods, our focus centers on the commercialization of a 12-ounce product positioned as a dietary supplement. Beyond our existing product, we are actively pursuing a future product line, including a convenient powdered stick pack version and a 4-ounce version of the Sure Shot Dietary Supplement. Â Â The Company has discontinued the historical product lines of Jupiter Wellness which included a diverse range of products, such as hair loss treatments, vitiligo solutions, and sexual wellness products, that catered to different health and wellness needs and our commitment to supporting health and wellness by developing innovative solutions to a range of conditions. In connection therewith, on September 24, 2024 the Company entered into a Separation and Exchange Agreement with its subsidiary Caring Brands, Inc. whereby Caring Brands will seek to commercialize this product line. Caring Brands will be responsible for all costs associated with the operation of that line of business. The Company will focus its efforts on the commercialization of the Sure Shot Dietary Supplement. The Company will retain ownership of 3,000,000 shares of Caring Brands, Inc. Â The Company entered into a stock exchange agreement (the â€œExchange Agreementâ€) with SRM Entertainment, Inc. (â€œSRMâ€) to govern the separation of SRM and the Company. On May 26, 2023, we amended and restated the Exchange Agreement (the â€œAmended and Restated Exchange Agreementâ€) to include additional information regarding the distribution and the separation of SRM and the Company. The separation as set forth in the Amended and Restated Exchange Agreement with the Company closed August 14, 2023. Pursuant to the Amended and Restated Exchange Agreement, on May 31, 2023, SRM issued to the Company 6,500,000 shares of SRM Common Stock (representing 79.3% of SRMâ€™s outstanding shares of Common Stock) in exchange for 2 ordinary shares of SRM Ltd owned by the Company (representing all of the issued and outstanding ordinary shares of SRM) (the â€œShare Exchangeâ€). On August 14, 2023, SRM consummated its initial public offering, pursuant to which it sold 1,250,000 shares of its common stock at a price of $5.00 per share. In connection with the Share Exchange and SRMâ€™s initial public offering, the Company distributed 2,000,000 shares of SRMâ€™s common stock to the Companyâ€™s stockholders and certain warrant holders (out of the 6.5 million shares issued in May 2023) which occurred on the effective date of the Registration Statement but prior to the closing of the initial public offering. Following such distribution, the Company owns 4.0 million of the 9,450,000 shares of common stock outstanding and SRM is now a minority owned subsidiary of the Company. Â To achieve our mission, we rely on our team of highly skilled and experienced professionals who are committed to advancing our vision of health and wellness. Our team includes individuals with scientific backgrounds, an experienced researcher, product developers, and business experts who collaborate to create new products and enhance existing ones. We also seek to partner with industry leaders and organizations to gain access to the latest technologies and expand our reach. Â The Sure Shot Dietary Supplement is currently sold through e-commerce and in stores such as BevMo!. In addition, we are seeking to collaborate with other companies to license our intellectual property, to create additional revenue streams and expand our global presence. At present, we do not experience concentration risk or dependence on major customers. Â We maintain a diverse network of raw material suppliers integral to our production processes. Acquisition strategies encompass both direct procurement and collaborative efforts with our co-packers. The selection of suppliers is contingent upon various factors, including ingredient specificity, availability, and other essential considerations. Notably, these suppliers coincide with those currently providing materials to other facilities engaged in the manufacturing of drinks, powders, tablets, and capsules. Our roster of suppliers comprises reputable entities such as Jiaherb, Compound Solutions, Kyowa-Hakko, Mitsubishi Ingredients, Nura, Sensapure Flavors, Brenntag, E3 Ingredients, Ingredients Online, among others. This strategic alliance with established industry players underscores our commitment to sourcing high-quality raw materials essential for the production of our innovative product line. Furthermore, our approach to supplier relationships reflects a dedication to maintaining a seamless and reliable supply chain. We believe that this not only ensures the consistency of our current offerings but also positions us favorably for future developments. The Management believes that as we continue to expand our product portfolio, we believe that these partnerships with trusted suppliers play a pivotal role in upholding the standards that we expect of our brand. Â 31 Â Â Products Roadmap Â The Sure Shot Dietary Supplement was launched on our own website and through Amazon in December 2023 and with several Big Box stores. The Company is advancing several product formats and formulations to continue to offer a wide array of products that can be purchased at various locations that coincide with consumer shopping habits. In particular, the Company plans to continue to develop new flavors for each of its current SKUs (12oz., 4 oz. and â€œStick Packâ€. In addition, the current formula will be offered at various dosages and the Company plans to conduct additional research studies as follows: assessing varying dosages of the Sure Shot Dietary Supplement against body weight, gender and age, examining several current and proposed ingredients with respect to their specific role in reducing BAC and how they affect the enzymatic activity associated with the metabolism of alcohol, and finally, examining additional markers with respect to improving post-alcohol consumption symptoms and feelings. Â The Company intends to perform the additional research studies in Q2 and Q3 of 2025. The Company will continue to sponsor the studies and intends to work with the Center for Applied Health Sciences (â€œCAHSâ€) in Canfield, OH. The participants will be selected based upon the parameters of the individual studies and the Company will follow the same protocols employed in the clinical trials at the CAHS described in more detail below in â€œResearch and Development.â€ Â Research and Development Â Our research and development team in continually looking to develop new therapeutic products, while continually improving and enhancing our existing products and product candidates to address customer demands and emerging trends. Â We have conducted extensive informal research and experimentation involving a substantial number of volunteers under the influence of alcohol. Our findings indicate that the Sure Shot Dietary Supplement can reduce a personâ€™s Blood Alcohol Content, as measured by the premier Breathalyzer on the market. We have recently completed our clinical trials of the Sure Shot Dietary Supplement which have shown a statistically significant reduction in the Blood Alcohol Content (â€œBACâ€) of the participants. The observable enhancements in cognitive abilities among the test subjects have been carefully documented. Â Â The clinical trials took place from January 29, 2024, through June 10, 2024, at the CAHS located at 6570 Seville Drive, Canfield, OH 44406. The clinical trials were sponsored and paid for by the Company and consisted of 36 participants with a mean age of 36.3 years that were selected through advertising of the study. The Company did not inquire about the participants typical level of alcohol consumption but each participant had to qualify based upon a complete medical history questionnaire, release from physicians and submitting to a standard bloodwork panel. Each participant consumed exactly 100 mL of alcohol and the BAC of the participants ranged from 0.047 % to 0.068 %. The participants were not employees of the Company nor affiliated with the Company in any way. The clinical trials were a double-blind, randomized, placebo-controlled study that found that within 30 minutes of the consumption of the Sure Shot Dietary Supplement, the monitored participants saw a statistically significant drop of p=.002 in BAC and continued to see measurable drops in successive 30-minute increments. The results were measured by using a DOT-approved BACtrack S80 Breathalyzer on the participants to determine their BAC after ingesting several alcoholic beverages, followed by drinking 12 ounces of the Sure Shot Dietary Supplement and then measuring the participantsâ€™ BAC 30 minutes later. In addition, cognitive responses were measured using the Visual Analogue Scale (â€œVASâ€) and physical function assessed at the same intervals as the blood draws and breathalyzer assessments to correlate to function. The VAS consisted of a 10 cm, straight line with end points that measured from low-to-high for a number of physical feelings and sensations. The participants were asked to mark a point on the line that corresponded with their experience. The distance from the end to the point marked by the participant was then measured in millimeters to quantify their level of sensation. On each visit, participants were asked to perform the VAS tests and the VAS assessed subjective ratings for head discomfort (headache), nausea, fatigue, energy, tiredness, thirst and ability to concentrate. The Company also conducted further physical assessment by monitoring biometric measurements such as blood pressure and heart rate at various intervals. The key assumptions in the study were that the participants would demonstrate a marked decrease in BAC following the consumption of the Sure Shot Dietary Supplement versus that of the placebo. In addition, the study assumed that the participants would feel better and demonstrate marked improvement in cognitive skills and physical function following the consumption of the Sure Shot Dietary Supplement versus that of the placebo. The Company had previously observed in our numerous, pre-clinical tests that participants who consumed significant amounts of alcohol (more than two drinks) experienced marked and rapid reductions in their BAC when measured by BACTrack S80 breathalyzers after consumption of the Sure Shot Dietary Supplement. In addition, the Company observed in the pre-clinical tests that the participants showed significant improvement in motor function and reduction in slurred speech and other markers commonly associated with alcohol consumption. These findings led the Company to continue to develop the Sure Shot Dietary Supplement and commission a clinical study to prove our hypothesis. There were five adverse events amongst the participants in the study. Four of the adverse events were associated with the Sure Shot Dietary Supplement (three felt nauseous and one developed a rash) and none of the adverse events were serious. The final adverse event was associated with congestion of the placebo. Â 32 Â Â Since approximately 2010, the Company has performed 100s of pre-clinical tests in an effort to develop and perfect the Sure Shot Dietary Supplement. These informal, pre-clinical tests included friends, family and other volunteers who consumed alcohol at varying levels and then were tested prior to the consumption of the Sure Shot Dietary Supplement. The pre-clinical tests were neither peer reviewed nor were the subjects screened prior to their participation. In addition, the VAS was not used nor were there any placebos or other control measures taken in the pre-clinical tests and as such these tests are considered informal and non-clinical. The participantsâ€™ BAC was measured by using the BacTrack S80 after the consumption of various amounts of alcohol and prior to the consumption of the Sure Shot Dietary Supplement and then at 30 minutes, 45 minutes and one-hour intervals after consumption of the Sure Shot Dietary Supplement so we could assess the efficacy of the Companyâ€™s R&D efforts at that point in time. The Company also observed motor function skills such as walking, balancing and speech at the same intervals following the consumption of 12 ounces of the Sure Shot Dietary Supplement. The Company defined and noted the significant improvement in each area by observing participantsâ€™ walk and whether a participantâ€™s gait was unsteady, or whether their balance was off while standing and whether their speech was clear or slurred. The Company incurred research and development expenses of $100,591 and $1,637,117 for the years ended December 31, 2022, and 2023, respectively. Â Sales and Marketing Â We primarily sell our products through e-commerce websites including Amazon and through retail stores such as BevMo!. To drive loyalty, word-of-mouth marketing, and sustainable growth, we invest in customer experience and customer relationship management. Our marketing investments are directed towards driving profitable growth through advertising, public relations, and brand promotion activities, including digital platforms, sponsorships, collaborations, brand activations, and channel marketing. Additionally, we continue to invest in our marketing and brand development efforts by investing capital expenditures on product displays to support our channel marketing via our retail partners. We launched the Sure Shot Dietary Supplement in stores such as BevMo! in the second quarter of 2024. Â Manufacturing, Logistics and Fulfillment Â We outsource the manufacturing of our products to contract manufacturers, who produce them according to our formulation specifications. Our products are manufactured by contract manufacturers in India and the US. The majority of our products will then be shipped to third-party warehouses and to our corporate offices, which can either transport them to our distributors, retailers, or directly to our customers. Our third-party warehouses are located in the US. We use a limited number of logistics providers to deliver our products to both distributors and retailers, which allows us to lessen order fulfillment time, cut shipping costs, and improve inventory flexibility. Â Our Competitive Strengths Â We are committed to driving continuous improvement through innovation. Since our inception, we have made significant investments in research and development and have acquired a substantial portfolio of intellectual property, which continues to grow each year. Our commitment to innovation has allowed us to create unique products that address unmet needs in the market, all backed by rigorous clinical research. We believe that our focus on research and development is designed to enable us to stay ahead of the curve and provide our customers with products that are not only effective but also innovative. We take pride in our patent portfolio and the continuous growth we have achieved, as we believe that it showcases our dedication to creating new and unique solutions for our customers. By staying committed to innovation, we are confident in our ability to meet the ever-changing needs of the health and wellness market. We believe that the Sure Shot Dietary Supplement stands as a unique product in the liquid dietary supplement market. Nevertheless, our competitive landscape includes many companies involved in the production of health and welfare products, including beverages. Â Basis of Presentation Â The accompanying consolidated financial statements are presented in conformity with accounting principles generally accepted in the United States of America (â€œGAAPâ€) and pursuant to the rules and regulations of US Securities and Exchange Commission (â€œSECâ€). The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries Caring Brands, Inc., a Florida corporation, Jupiter Wellness Investments, Inc., a Florida corporation, All intercompany accounts and transactions have been eliminated. Â 33 Â Â Equity Method for Investments Â Investments in unconsolidated affiliates, which the Company exerts significant influence but does not control or otherwise consolidate, are accounted for using the equity method. Equity method investments are initially recorded at cost. These investments are included in investment in joint ventures in the accompanying consolidated balance sheets. The Companyâ€™s share of the profits and losses from these investments is reported in loss from equity method joint venture in the accompanying consolidated statements of operations. The Company monitors its investments for other-than-temporary impairment by considering factors such as current economic and market conditions and the operating performance of the investees and records reductions in carrying values when necessary. Â Asset Purchases Â The Company accounts for an acquisitive transaction determined to be an asset purchase based on the cost accumulation and allocation method, under which the costs to purchase the asset or set of assets are allocated to the assets acquired. No goodwill is recorded in connection with an asset purchase.Â Â Investments in Marketable Securities Â The Companyâ€™s Marketable Securities are considered Held-For-Trading (â€œHFTâ€) or Trading Assets. HTF- Trading securities are valued at their fair value when purchased/sold, and any unrealized gains or losses are recorded periodically on financial reporting dates as other income or loss. Â Emerging Growth Company Status Â We are an â€œemerging growth company,â€ as defined in Section 2(a) of the Securities Act of 1933, as amended, (the â€œSecurities Actâ€), as modified by the Jumpstart our Business Startups Act of 2012, (the â€œJOBS Actâ€), and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. Â Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. We have elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, we, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of our financial statements with another public company which is neither an emerging growth company nor an emerging growth company which has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used. Â 34 Â Â Significant Accounting Policies and Estimates Â Our managementâ€™s discussion and analysis of our financial condition and results of operations is based on our unaudited financial statements for the nine months ended September 30, 2024 and 2023 and audited financial statements for the year ended December 31, 2023, which have been prepared in accordance with United States generally accepted accounting principles, or U.S. GAAP, and the rules and regulations of the Securities and Exchange Commission. The preparation of the financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements as well as the reported revenue generated, and expenses incurred during the reporting periods. Our estimates are based on our historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions and any such differences may be material. We believe that the accounting policies discussed below are critical to understanding our historical and future performance, as these policies relate to the more significant areas involving managementâ€™s judgments and estimates. Â Cash and Cash Equivalents Â The Company considers all short-term investments with a maturity of three months or less when purchased to be cash and equivalents for purposes of the statement of cash flows. There were no cash equivalents as of September 30, 2024 or December 31, 2023. Â Net Loss per Common Share Â Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. If applicable, diluted earnings per share assume the conversion, exercise or issuance of all common stock instruments such as options, warrants, convertible securities and preferred stock, unless the effect is to reduce a loss or increase earnings per share. As such, options, warrants, convertible securities and preferred stock are not considered in the calculations, as the impact of the potential common shares would be to decrease the loss per share. Â Â Â For the Three Months Ended September 30,Â Â For the Nine Months Ended September 30,Â Â Â 2024Â Â 2023Â Â 2024Â Â 2023Â Numerator:Â Â Â Â Â Â Â Â Â Â Â Â Net (loss)Â Â (11,929,277)Â Â (7,738,301)Â Â (35,878,043)Â Â (9,406,066) Â Â Â -Â Â Â -Â Â Â Â Â Â Â Â Â Denominator:Â Â -Â Â Â -Â Â Â Â Â Â Â Â Â Denominator for basic earnings per share - Weighted-average common shares issued and outstanding during the periodÂ Â 55,930,639Â Â Â 29,836,485Â Â Â 51,713,368Â Â Â 27,370,658Â Denominator for diluted earnings per shareÂ Â 55,930,639Â Â Â 29,836,485Â Â Â 51,713,368Â Â Â 27,370,658Â Basic (loss) per shareÂ Â (0.21)Â Â (0.26)Â Â (0.69)Â Â (0.34) Diluted (loss) per shareÂ Â (0.21)Â Â (0.26)Â Â (0.69)Â Â (0.34) Â Revenue Recognition Â The Company generates its revenue from the sale of its products directly to the end user or distributor (collectively the â€œcustomerâ€). Â 35 Â Â The Company recognizes revenues by applying the following steps in accordance with FASB Accounting Standards Codification 606 â€œRevenue from Contracts with Customersâ€ (â€œASC 606â€). Under ASC 606, revenues are recognized when control of the promised goods or services are transferred to a customer, in an amount that reflects the consideration that the Company expects to receive in exchange for those goods or services. The Company applies the following five steps in order to determine the appropriate amount of revenue to be recognized as it fulfills its obligations under each of its agreements: Â Â â— identify the contract with a customer; Â Â Â Â â— identify the performance obligations in the contract; Â Â Â Â â— determine the transaction price; Â Â Â Â â— allocate the transaction price to performance obligations in the contract; and Â Â Â Â â— recognize revenue as the performance obligation is satisfied. Â The Companyâ€™s performance obligations are satisfied when goods or products are shipped on an FOB shipping point basis as title passes when shipped. Our product is generally paid in advance of shipment or standard net 30 days and we offer no specific right of return, refund or warranty related to our products except for cases of defective products of which there have been none to date. Â Accounts Receivable and Credit Risk Â Accounts receivable are generated from sales of the Companyâ€™s products. The Company provides an allowance for doubtful collections, which is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. As of September 30, 2024 and December 31, 2023, the Company had not recognized an allowance for doubtful collections. Â Inventory Â Inventories are stated at the lower of cost or market. The Company periodically reviews the value of items in inventory and provides write-downs or write-offs of inventory based on its assessment of market conditions. Write-downs and write-offs are charged to cost of goods sold. Inventory is based upon the average cost method of accounting. Â Fair Value of Financial Instruments Â The fair value of our assets and liabilities, which qualify as financial instruments under ASC Topic 820, â€œFair Value Measurements and Disclosures,â€ approximates the carrying amounts represented in the accompanying balance sheet, primarily due to their short-term nature. Â Income Taxes Â We account for income taxes under ASC 740 Income Taxes (â€œASC 740â€). ASC 740 requires the recognition of deferred tax assets and liabilities for both the expected impact of differences between the financial statement and tax basis of assets and liabilities and for the expected future tax benefit to be derived from tax loss and tax credit carry forwards. ASC 740 additionally requires a valuation allowance to be established when it is more likely than not that all or a portion of deferred tax assets will not be realized. Â ASC 740 also clarifies the accounting for uncertainty in income taxes recognized in an enterpriseâ€™s financial statements and prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. ASC 740 also provides guidance on derecognition, classification, interest and penalties, accounting in interim period, disclosure and transition. Based on our evaluation, it has been concluded that there are no significant uncertain tax positions requiring recognition in our financial statements. Since we were incorporated on October 24, 2018, the evaluation was performed for 2018 tax year, which would be the only period subject to examination. We believe that our income tax positions and deductions would be sustained on audit and does not anticipate any adjustments that would result in a material changes to our financial position. Our policy for recording interest and penalties associated with audits is to record such items as a component of income tax expense. Â 36 Â Â The Companyâ€™s deferred tax asset at December 31, 2023 consists of net operating loss carry forwards calculated using federal and state effective tax rates equating to approximately $8,658,484 less a valuation allowance in the amount of approximately $8,658,484. Due to the Companyâ€™s lack of earnings history, the deferred tax asset has been fully offset by a valuation allowance in the year ended December 31, 2023. Â Research and Development Â The Company accounts for research and development costs in accordance with the Accounting Standards Codification subtopic 730-10, Research and Development (â€œASC 730-10â€). Under ASC 730-10, all research and development costs must be charged to expense as incurred. Accordingly, internal research and development costs are expensed as incurred. Third-party research and developments costs are expensed when the contracted work has been performed or as milestone results have been achieved. Company-sponsored research and development costs related to both present and future products are expensed in the period incurred. The Company incurred research and development expenses of $271,719 and $98,091.24 for the nine months ended September 30, 2024 and 2023, respectively. Â Stock Based Compensation Â We recognize compensation costs to employees under FASB Accounting Standards Codification 718 â€œCompensation - Stock Compensationâ€ (â€œASC 718â€). Under ASC 718, companies are required to measure the compensation costs of share-based compensation arrangements based on the grant-date fair value and recognize the costs in the financial statements over the period during which employees are required to provide services. Share based compensation arrangements include stock options and warrants. As such, compensation cost is measured on the date of grant at their fair value. Such compensation amounts, if any, are amortized over the respective vesting periods of the option grant. Â On October 24, 2018, the inception date (â€œInceptionâ€), we adopted ASU No. 2018-07 â€œCompensation - Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting.â€ These amendments expand the scope of Topic 718, Compensation - Stock Compensation (which currently only includes share-based payments to employees) to include share-based payments issued to nonemployees for goods or services. Consequently, the accounting for share-based payments to nonemployees and employees will be substantially aligned. Â Related parties Â The Company follows subtopic 850-10 of the FASB Accounting Standards Codification for the identification of related parties and disclosure of related party transactions. Â Pursuant to Section 850-10-20 the related parties include a. affiliates of the Company; b. Entities for which investments in their equity securities would be required, absent the election of the fair value option under the Fair Value Option Subsection of Section 825â€“10â€“15, to be accounted for by the equity method by the investing entity; c. trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; d. principal owners of the Company; e. management of the Company; f. other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and g. Other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests. Â 37 Â Â The consolidated financial statements shall include disclosures of material related party transactions, other than compensation arrangements, expense allowances, and other similar items in the ordinary course of business. However, disclosure of transactions that are eliminated in the preparation of consolidated or combined financial statements is not required in those statements. The disclosures shall include: a. the nature of the relationship(s) involved; b. a description of the transactions, including transactions to which no amounts or nominal amounts were ascribed, for each of the periods for which income statements are presented, and such other information deemed necessary to an understanding of the effects of the transactions on the financial statements; c. the dollar amounts of transactions for each of the periods for which income statements are presented and the effects of any change in the method of establishing the terms from that used in the preceding period; and d. amounts due from or to related parties as of the date of each balance sheet presented and, if not otherwise apparent, the terms and manner of settlement. Â Recent Accounting Pronouncements Â Management does not believe that any recently issued, but not effective, accounting standards, if currently adopted, would have a material effect on our financial statements. Â Results of Operations Â For the three months ended September 30, 2024 and 2023 Â The following table provides selected financial data about us for the three months ended September 30, 2024 and 2023, respectively. Â Â Â September 30, 2024Â Â September 30, 2023Â SalesÂ $110,213Â Â $11,877Â Cost of SalesÂ Â 402,399Â Â Â 46,438Â Gross Profit (Loss)Â Â (292,186)Â Â (34,561) Total operating expensesÂ Â 11,348,320Â Â Â 4,090,608Â Other income (expense)Â Â 10,413Â Â Â (3,152,437) Net loss from operationsÂ $(11,630,093)Â $(7,277,606) Loss from discontinued operationsÂ Â (299,184)Â Â (460,695) Net lossÂ $(11,929,277)Â $(7,738,301) Â Revenues Â We generated $110,213 in revenues for the three months ended September 30, 2024 compared to $11,877 revenues in the three months ended September 30, 2023. Â Operating Expenses and Other Income (Expense) Â We had total operating expenses of $11,348,320 and other income of $10,413, of other expenses for the three months ended September 30, 2024 compared to $4,090,608 and $3,152,437 of other expenses for the three months ended September 30, 2023. Â Operating expenses for the three months ended September 30, 2024 were in connection with our daily operations as follows: (i) marketing expenses of $2,186,808; (ii) research and development of $10,315; (iii) legal and professional expenses of $2,586,915, consisting of corporate advisory services, annual report preparation fees and general corporate governance fees; (iv) rent and utilities of $93,357; (v) depreciation and amortization of $109,033; (vi) general and administrative expenses of $995,872, consisting of payroll and related taxes, travel, meals and entertainment, office supplies and expense, compensation related to management transition agreements and other normal office and administration expenses; and (vii) stock based compensation of $5,366,021. Other income for the three months ended September 30, 2024 consisted of net interest expense of $57,919 and realized gain on sale of stock of $68,333 Â Operating expenses for the three months ended September 30, 2023 were in connection with our daily operations as follows: (i) marketing expenses of $170,633; (ii) research and development of $61,163; (iii) legal and professional expenses of $1,613,981, consisting of corporate advisory services, annual report preparation fees and general corporate governance fees; (iv) rent and utilities of $59,563; (v) depreciation and amortization of $67,355; (vi) general and administrative expenses of $872,884, consisting of payroll and related taxes, travel, meals and entertainment, office supplies and expense, compensation related to management transition agreements and other normal office and administration expenses; and (vii) stock based compensation of $1,245,029. Other income for the three months ended September 30, 2023 consisted of net interest income of $1,340, unrecognized loss on equity investments of $726,884, and other expenses of $2,426,893. Â 38 Â Â On September 24, 2024, the Company signed a separation agreement with Caring Brands, Inc. Caring Brands, Inc. is no longer a subsidiary of the Company, all operations performed under the Caring Brands product line are considered discontinued operations and no longer reported the Companyâ€™s financials. Â Income/Losses Â Net losses were $11,929,277 and $7,738,301 for the three months ended September 30, 2024 and 2023, respectively. Â For the nine months ended September 30, 2024 and 2023 Â The following table provides selected financial data about us for the nine months ended September 30, 2024 and 2023, respectively. Â Â Â September 30, 2024Â Â September 30, 2023Â SalesÂ $519,793Â Â $69,968Â Cost of SalesÂ Â 2,549,099Â Â Â 97,977Â Gross Profit (Loss)Â Â (2,029,306)Â Â (28,009) Total operating expensesÂ Â 32,923,489Â Â Â 7,040,858Â Other income (expense)Â Â (626,062)Â Â (2,075,671) Net loss from operationsÂ $(35,578,858)Â $(9,144,538) Loss from discontinued operationsÂ Â (299,184)Â Â (261,528) Net lossÂ $(35,878,042)Â $(9,406,066) Â Revenues Â We generated $519,793 in revenues for the nine months ended September 30, 2024 compared to $69,968 revenues in the nine months ended September 30, 2023. The increase is due to the launch of the Safety Shot Dietary Supplement in December 2023. Cost of goods sold increased due to the rebranding costs associated with the launch of the Sure Shot Dietary Supplement. Â Operating Expenses and Other Income (Expense) Â We had total operating expenses of $32,923,489 for the nine months ended September 30, 2024 compared to $7,040,858 for the nine months ended September 30, 2023. Â 39 Â Â Operating expenses for the nine months ended September 30, 2024 were in connection with our daily operations as follows: (i) marketing expenses of $6,230,903; (ii) research and development of $271,719; (iii) legal and professional expenses of 6,839,639, consisting of corporate advisory services, annual report preparation fees and general corporate governance fees; (iv) rent and utilities of 313,598; (v) depreciation and amortization of $318,035; (vi) general and administrative expenses of $2,537,927, consisting of payroll and related taxes, travel, meals and entertainment, office supplies and expense, compensation related to management transition agreements and other normal office and administration expenses; and (vii) stock based compensation of $16,411,690. Â (i) For marketing we have a 360-degree marketing approach that includes digital and retail activations, social media, radio and televised events. (iii) For legal and professional fees consist of corporate advisory services, annual report preparation fees, corporate governance fees, and six litigation matters that are referenced in the â€œLegal Proceedingsâ€ section. (vii) Stock based compensation consists of employees, consultants, board members, influencers, and advisors. Â Other income/expense for the nine months ended September 30, 2024, included: (i) interest income of $40,699; (ii) interest expense of $252,108; (iii) recognized gain on sale of stock of $231,159 and (iv) net loss on sale of marketable securities of $46,658 and other expenses of $599,155. Â Operating expenses for the nine months ended September 30, 2023 were in connection with our daily operations as follows: (i) marketing expenses of $206,047; (ii) research and development of $98,091; (iii) legal and professional expenses of $2,563,047, consisting of corporate advisory services, annual report preparation fees and general corporate governance fees; (iv) rent and utilities of $156,870; (v) depreciation and amortization of $110,674; and (vi) general and administrative expenses of $2,441,100, consisting of payroll and related taxes, travel, meals and entertainment, office supplies and expense, compensation related to management transition agreements and other normal office and administration expenses; and (vii) stock based compensation of $1,465,029. Â The Company had a loss from discontinued operations of $299,184 and $261,528 for the nine months ended September 30, 2024 and September 30, 2023 respectively. Â Other expense for the nine months ended September 30, 2023 included: (i) interest income of $56,802; (ii) interest expense of $168,869; (iii) unrecognized loss on equity investments of $726,884; and (iv) other expenses of $1,236,720. For more information on marketable securities for 2023 see Note 6 - Marketable Securities included in the financial statements. Â Income/Losses Â Net losses were $35,878,042 and $9,406,066 for the nine months ended September 30, 2024 and 2023, respectively. Â 40 Â Â BUSINESS Â Safety Shot Inc. (NASDAQ: SHOT) was formerly known as Jupiter Wellness Inc. In August 2023, the Company successfully completed the asset purchase of the Safety Shot Dietary Supplement from GBB Drink Lab, Inc. (â€œGBBâ€), thereby gaining ownership of various assets, including the intellectual property, trade secrets, and trademarks associated with its dietary supplement (the â€œSafety Shot Dietary Supplementâ€). Concurrently with the asset purchase, the Company changed its name to Safety Shot, Inc. and changed its NASDAQ trading symbol to SHOT. The Company launched its e-commerce sale of the Safety Shot Dietary Supplement in December 2023. On October 9, 2024, the Company renamed the Safety Shot Dietary Supplement as the â€œSure Shot Dietary Supplementâ€. Â The Sure Shot Dietary Supplement has been formulated to reduce the accumulation of blood alcohol. Noteworthy is the fact that the Sure Shot Dietary Supplement comprises 28 active ingredients, all falling under the Generally Regarded As Safe (GRAS) category. Under sections 201(s) and 409 of the Federal Food, Drug, and Cosmetic Act (the Act), any substance that is intentionally added to food is a dietary supplement, that is subject to premarket review and approval by the FDA, unless the substance is generally recognized, among qualified experts, as having been adequately shown to be safe under the conditions of its intended use, or unless the use of the substance is otherwise excepted from the definition of a dietary supplement. Â Itâ€™s crucial to note that the Sure Shot Dietary Supplement is currently manufactured in a facility adhering to Good Manufacturing Practices (GMP), ensuring the highest standards of quality and safety throughout its production process. The Company currently maintains a workforce comprising eight full-time employees of its own. Â Specializing in Consumer Packaged Goods, our focus centers on the commercialization of a 12-ounce product positioned as a dietary supplement. Beyond our existing product, we are actively pursuing a future product line, including a convenient powdered stick pack version and a 4-ounce version of the Sure Shot Dietary Supplement. Â Â The Company has discontinued the historical product lines of Jupiter Wellness which included a diverse range of products, such as hair loss treatments, vitiligo solutions, and sexual wellness products, that catered to different health and wellness needs and our commitment to supporting health and wellness by developing innovative solutions to a range of conditions. In connection therewith, on September 24, 2024 the Company entered into a Separation and Exchange Agreement with its subsidiary Caring Brands, Inc. whereby Caring Brands will seek to commercialize this product line. Caring Brands will be responsible for all costs associated with the operation of that line of business. The Company will focus its efforts on the commercialization of the Sure Shot Dietary Supplement. The Company will retain ownership of 3,000,000 shares of Caring Brands, Inc. Â The Company entered into a stock exchange agreement (the â€œExchange Agreementâ€) with SRM Entertainment, Inc. (â€œSRMâ€) to govern the separation of SRM and the Company. On May 26, 2023, we amended and restated the Exchange Agreement (the â€œAmended and Restated Exchange Agreementâ€) to include additional information regarding the distribution and the separation of SRM and the Company. The separation as set forth in the Amended and Restated Exchange Agreement with the Company closed August 14, 2023. Pursuant to the Amended and Restated Exchange Agreement, on May 31, 2023, SRM issued to the Company 6,500,000 shares of SRM Common Stock (representing 79.3% of SRMâ€™s outstanding shares of Common Stock) in exchange for 2 ordinary shares of SRM Ltd owned by the Company (representing all of the issued and outstanding ordinary shares of SRM) (the â€œShare Exchangeâ€). On August 14, 2023, SRM consummated its initial public offering, pursuant to which it sold 1,250,000 shares of its common stock at a price of $5.00 per share. In connection with the Share Exchange and SRMâ€™s initial public offering, the Company distributed 2,000,000 shares of SRMâ€™s common stock to the Companyâ€™s stockholders and certain warrant holders (out of the 6.5 million shares issued in May 2023) which occurred on the effective date of the Registration Statement but prior to the closing of the initial public offering. Following such distribution, the Company owns 4.0 million of the 9,450,000 shares of common stock outstanding and SRM is now a minority owned subsidiary of the Company. Â To achieve our mission, we rely on our team of highly skilled and experienced professionals who are committed to advancing our vision of health and wellness. Our team includes individuals with scientific backgrounds, an experienced researcher, product developers, and business experts who collaborate to create new products and enhance existing ones. We also seek to partner with industry leaders and organizations to gain access to the latest technologies and expand our reach. Â The Sure Shot Dietary Supplement is currently sold through e-commerce and in stores such as BevMo!. In addition, we are seeking to collaborate with other companies to license our intellectual property, to create additional revenue streams and expand our global presence. At present, we do not experience concentration risk or dependence on major customers. Â We maintain a diverse network of raw material suppliers integral to our production processes. Acquisition strategies encompass both direct procurement and collaborative efforts with our co-packers. The selection of suppliers is contingent upon various factors, including ingredient specificity, availability, and other essential considerations. Notably, these suppliers coincide with those currently providing materials to other facilities engaged in the manufacturing of drinks, powders, tablets, and capsules. Our roster of suppliers comprises reputable entities such as Jiaherb, Compound Solutions, Kyowa-Hakko, Mitsubishi Ingredients, Nura, Sensapure Flavors, Brenntag, E3 Ingredients, Ingredients Online, among others. This strategic alliance with established industry players underscores our commitment to sourcing high-quality raw materials essential for the production of our innovative product line. Furthermore, our approach to supplier relationships reflects a dedication to maintaining a seamless and reliable supply chain. We believe that this not only ensures the consistency of our current offerings but also positions us favorably for future developments. The Management believes that as we continue to expand our product portfolio, we believe that these partnerships with trusted suppliers play a pivotal role in upholding the standards that we expect of our brand. Â Products Roadmap Â The Sure Shot Dietary Supplement was launched on our own website and through Amazon in December 2023 and with several Big Box stores. The Company is advancing several product formats and formulations to continue to offer a wide array of products that can be purchased at various locations that coincide with consumer shopping habits. In particular, the Company plans to continue to develop new flavors for each of its current SKUs (12oz., 4 oz. and â€œStick Packâ€. In addition, the current formula will be offered at various dosages and the Company plans to conduct additional research studies as follows: assessing varying dosages of the Sure Shot Dietary Supplement against body weight, gender and age, examining several current and proposed ingredients with respect to their specific role in reducing BAC and how they affect the enzymatic activity associated with the metabolism of alcohol, and finally, examining additional markers with respect to improving post-alcohol consumption symptoms and feelings. Â The Company intends to perform the additional research studies in Q2 and Q3 of 2025. The Company will continue to sponsor the studies and intends to work with the Center for Applied Health Sciences (â€œCAHSâ€) in Canfield, OH. The participants will be selected based upon the parameters of the individual studies and the Company will follow the same protocols employed in the clinical trials at the CAHS described in more detail below in â€œResearch and Development.â€ Â 41 Â Â Research and Development Â Our research and development team in continually looking to develop new therapeutic products, while continually improving and enhancing our existing products and product candidates to address customer demands and emerging trends. Â We have conducted extensive informal research and experimentation involving a substantial number of volunteers under the influence of alcohol. Our findings indicate that the Sure Shot Dietary Supplement can reduce a personâ€™s Blood Alcohol Content, as measured by the premier Breathalyzer on the market. We have recently completed our clinical trials of the Sure Shot Dietary Supplement which have shown a statistically significant reduction in the Blood Alcohol Content (â€œBACâ€) of the participants. The observable enhancements in cognitive abilities among the test subjects have been carefully documented. Â The clinical trials took place from January 29, 2024, through June 10, 2024, at the CAHS located at 6570 Seville Drive, Canfield, OH 44406. The clinical trials were sponsored and paid for by the Company and consisted of 36 participants with a mean age of 36.3 years that were selected through advertising of the study. The Company did not inquire about the participants typical level of alcohol consumption but each participant had to qualify based upon a complete medical history questionnaire, release from physicians and submitting to a standard bloodwork panel. Each participant consumed exactly 100 mL of alcohol and the BAC of the participants ranged from 0.047 % to 0.068 %. The participants were not employees of the Company nor affiliated with the Company in any way. The clinical trials were a double-blind, randomized, placebo-controlled study that found that within 30 minutes of the consumption of the Sure Shot Dietary Supplement, the monitored participants saw a statistically significant drop of p=.002 in BAC and continued to see measurable drops in successive 30-minute increments. The results were measured by using a DOT-approved BACtrack S80 Breathalyzer on the participants to determine their BAC after ingesting several alcoholic beverages, followed by drinking 12 ounces of the Sure Shot Dietary Supplement and then measuring the participantsâ€™ BAC 30 minutes later. In addition, cognitive responses were measured using the Visual Analogue Scale (â€œVASâ€) and physical function assessed at the same intervals as the blood draws and breathalyzer assessments to correlate to function. The VAS consisted of a 10 cm, straight line with end points that measured from low-to-high for a number of physical feelings and sensations. The participants were asked to mark a point on the line that corresponded with their experience. The distance from the end to the point marked by the participant was then measured in millimeters to quantify their level of sensation. On each visit, participants were asked to perform the VAS tests and the VAS assessed subjective ratings for head discomfort (headache), nausea, fatigue, energy, tiredness, thirst and ability to concentrate. The Company also conducted further physical assessment by monitoring biometric measurements such as blood pressure and heart rate at various intervals. The key assumptions in the study were that the participants would demonstrate a marked decrease in BAC following the consumption of the Sure Shot Dietary Supplement versus that of the placebo. In addition, the study assumed that the participants would feel better and demonstrate marked improvement in cognitive skills and physical function following the consumption of the Sure Shot Dietary Supplement versus that of the placebo. The Company had previously observed in our numerous, pre-clinical tests that participants who consumed significant amounts of alcohol (more than two drinks) experienced marked and rapid reductions in their BAC when measured by BACTrack S80 breathalyzers after consumption of the Sure Shot Dietary Supplement. In addition, the Company observed in the pre-clinical tests that the participants showed significant improvement in motor function and reduction in slurred speech and other markers commonly associated with alcohol consumption. These findings led the Company to continue to develop the Sure Shot Dietary Supplement and commission a clinical study to prove our hypothesis. There were five adverse events amongst the participants in the study. Four of the adverse events were associated with the Sure Shot Dietary Supplement (three felt nauseous and one developed a rash) and none of the adverse events were serious. The final adverse event was associated with congestion of the placebo. Â Since approximately 2010, the Company has performed 100s of pre-clinical tests in an effort to develop and perfect the Sure Shot Dietary Supplement. These informal, pre-clinical tests included friends, family and other volunteers who consumed alcohol at varying levels and then were tested prior to the consumption of the Sure Shot Dietary Supplement. The pre-clinical tests were neither peer reviewed nor were the subjects screened prior to their participation. In addition, the VAS was not used nor were there any placebos or other control measures taken in the pre-clinical tests and as such these tests are considered informal and non-clinical. The participantsâ€™ BAC was measured by using the BacTrack S80 after the consumption of various amounts of alcohol and prior to the consumption of the Sure Shot Dietary Supplement and then at 30 minutes, 45 minutes and one-hour intervals after consumption of the Sure Shot Dietary Supplement so we could assess the efficacy of the Companyâ€™s R&D efforts at that point in time. The Company also observed motor function skills such as walking, balancing and speech at the same intervals following the consumption of 12 ounces of the Sure Shot Dietary Supplement. The Company defined and noted the significant improvement in each area by observing participantsâ€™ walk and whether a participantâ€™s gait was unsteady, or whether their balance was off while standing and whether their speech was clear or slurred. The Company incurred research and development expenses of $100,591 and $1,637,117 for the years ended December 31, 2022, and 2023, respectively. Â Sales and Marketing Â We primarily sell our products through e-commerce websites including Amazon and through retail stores such as BevMo!. To drive loyalty, word-of-mouth marketing, and sustainable growth, we invest in customer experience and customer relationship management. Our marketing investments are directed towards driving profitable growth through advertising, public relations, and brand promotion activities, including digital platforms, sponsorships, collaborations, brand activations, and channel marketing. Additionally, we continue to invest in our marketing and brand development efforts by investing capital expenditures on product displays to support our channel marketing via our retail partners. We launched the Sure Shot

Dietary Supplement in stores such as BevMo! in the second quarter of 2024. Â 42 Â Â Manufacturing, Logistics and Fulfillment Â We outsource the manufacturing of our products to contract manufacturers, who produce them according to our formulation specifications. Our products are manufactured by contract manufacturers in India and the US. The majority of our products will then be shipped to third-party warehouses and to our corporate offices, which can either transport them to our distributors, retailers, or directly to our customers. Our third-party warehouses are located in the US. We use a limited number of logistics providers to deliver our products to both distributors and retailers, which allows us to lessen order fulfillment time, cut shipping costs, and improve inventory flexibility. Â Our Competitive Strengths Â We are committed to driving continuous improvement through innovation. Since our inception, we have made significant investments in research and development and have acquired a substantial portfolio of intellectual property, which continues to grow each year. Our commitment to innovation has allowed us to create unique products that address unmet needs in the market, all backed by rigorous clinical research. We believe that our focus on research and development is designed to enable us to stay ahead of the curve and provide our customers with products that are not only effective but also innovative. We take pride in our patent portfolio and the continuous growth we have achieved, as we believe that it showcases our dedication to creating new and unique solutions for our customers. By staying committed to innovation, we are confident in our ability to meet the ever-changing needs of the health and wellness market. We believe that the Sure Shot Dietary Supplement stands as a unique product in the liquid dietary supplement market. Nevertheless, our competitive landscape includes many companies involved in the production of health and welfare products, including beverages. Â Recent Developments Â Settlement Agreement with Biggar Capital Â On January 20, 2025, the Company entered into the Biggar Settlement Agreement. In exchange for a resolution to all issues and claims that relate to the previously filed action against the Company in the Supreme Court of the State of New York, New York County, Index No. 65018/2024. Pursuant to the Biggar Settlement Agreement, the Company agreed to pay or issue to Bigger Capital the following: (i) pay Bigger Capital $375,000; (ii) issue the Secured Convertible Biggar Note in the principal amount of $1.75 million maturing on December 31, 2026; (iii) the Convertible Biggar Note in the principal amount of $3.5 million maturing June 30, 2025; and (iv) 5,332,889 shares of common stock issuable upon the exercise of the Biggar Warrants, at an exercise price of $0.4348 per share. A significant shareholder of the Company and Bigger Capital entered into a voting agreement in favor of Bigger Capital in addition to the Biggar Settlement Agreement. The Biggar Settlement Agreement is filed herein as Exhibit 10.32. The Secured Convertible Biggar Note is filed herein as Exhibit 4.5 and the Convertible Biggar Note is filed herein as Exhibit 4.6. Â 43 Â Â The Secured Convertible Biggar NoteÂ The Secured Convertible Biggar Note accrues interest on the unpaid principal amount therein at the rate of nine percent (9%) per annum from January 20, 2025 until the earlier to occur of (i) the date such unpaid principal amount is paid in full, or (ii) the date such unpaid principal amount is converted into shares of the Companyâ€™s common stock, in accordance with the terms hereof, and shall be computed on the basis of a 360-day year for the actual number of days elapsed. Interest accruing hereunder shall be paid either in cash or in shares of the common stock. Â At the option of its holder, the holder of the Secured Convertible Biggar Note may convert all or any portion of the outstanding principal amount of the Secured Convertible Biggar Note plus accrued and unpaid interest thereon, for a number of shares of common stock of the Company equal to the quotient obtained by dividing the dollar amount of such outstanding principal amount of the Secured Convertible Biggar Note plus the accrued and unpaid interest thereon being converted by the Secured Convertible Biggar Note Conversion Price (as defined below) as of the applicable conversion date. Â â€œSecured Convertible Biggar Note Conversion Priceâ€ means the lesser of (i) $0.5435 per share and (ii) the closing price of the Companyâ€™s common stock, as reflected on Nasdaq.com, immediately preceding the date of Stockholder Approval (as defined below), subject to adjustment as provided in the Secured Convertible Biggar Note. Â â€œStockholder Approvalâ€ means such approval as may be required by the applicable rules and regulations of the Nasdaq Capital Market (or any successor entity) from the stockholders of the Company with respect to the transactions contemplated under the Secured Convertible Biggar Note and the other Transaction Documents (as defined in the Secured Convertible Biggar Note), including, without limitation, the issuance of all of the shares of common stock issuable thereunder, including in an amount that would, when aggregated with (i) the number of shares issued upon any prior conversions of the Convertible Biggar Note, and (ii) the number of shares issued upon any prior exercises of the Biggar Warrant, exceed 19.99% of the issued and outstanding Common Stock on January 20, 2025, at a price less than the market value of the Companyâ€™s common stock on January 20, 2025. Â 44 Â Â The Convertible Biggar Note Â Interest shall accrue on the unpaid principal amount of the Convertible Biggar Note at the rate of nine percent (9%) per annum from January 20, 2025 until the earlier to occur of (i) the date such unpaid principal amount is paid in full, (ii) the date such unpaid principal amount is converted into shares of the Companyâ€™s common stock, in accordance with the terms of the Convertible Biggar Note, or (iii) the date the Company otherwise satisfies its Repayment Obligation (as defined in Convertible Biggar Note) in respect of such outstanding principal amount via an Alternative Payment Method (as defined in Convertible Biggar Note). Â Upon the maturity date of the Convertible Biggar Note, at the Companyâ€™s discretion, the Company will have the option to either (i) repay the Convertible Biggar Note in full including any accrued interest, (ii) issue a $2,000,000 SAFE Note, or (iii) the Replacement Biggar Note, a $4.5 million convertible note bearing a 9% interest rate, maturing on December 31, 2027. The form of the Replacement Biggar Note is filed herein as Exhibit 4.8. Â At the option of its holder, the holder of the Convertible Biggar Note may convert all or any portion of the outstanding principal amount of the Convertible Biggar Note plus accrued and unpaid interest thereon, for a number of shares of common stock of the Company equal to the quotient obtained by dividing the dollar amount of such outstanding principal amount of the Convertible Biggar Note plus the accrued and unpaid interest thereon being converted by the Convertible Biggar Note Conversion Price (as defined below) as of the applicable conversion date. Â â€œConvertible Biggar Note Conversion Priceâ€ means $0.5435 per share, subject to adjustment as provided under the Convertible Biggar Note. Â The Biggar Warrants Â Pursuant to the Biggar Settlement Agreement, the Company agreed to exchange the 1,650,050 warrants held by Bigger Capital for a total of 5,332,889 warrants exercisable for $0.43 (the latter warrants, the â€œBiggar Warrantsâ€). The Biggar Warrants contain customary adjustment provisions and representation and warranties. The Biggar Warrants are exercisable for a five year period following their issuance date. The Biggar Warrants are filed herein as Exhibit 4.7. Â Registration Rights Â Pursuant to the Biggar Settlement Agreement, the Company shall promptly file a registration statement for shares of the Companyâ€™s Common Stock equal to 150% of the shares initially issuable upon exercise of the Biggar Notes (the â€œRegistrable Biggar Securitiesâ€), which filing shall be no later than ten (10) business days after the execution of the Settlement Agreement. The Company shall diligently take all steps necessary for the registration statement to become effective as soon as practicable and shall thereafter maintain the registration statement until the Registrable Biggar Securities are sold. Upon receiving notification from the SEC that either the registration statement relating to the Registrable Biggar Securities have received a â€œno reviewâ€ from the SEC or that the SEC has no additional comments to the registration statement, the Company will take all action necessary to ensure that the registration statement has been declared effective within two business days of either such notification. Â Settlement Agreement with Intracoastal Capital, LLC Â On January 14, 2025, the Company entered into the Intracoastal Settlement Agreement with Intracoastal Capital. In exchange for a resolution to all issues and claims that relate to the previously filed action against the Company in the Supreme Court of the State of New York, New York County, Index No. 655967/2023. Pursuant to the Intracoastal Settlement Agreement, the Company agreed to issue to Intracoastal Capital the following: (i) the Intracoastal Settlement Shares and (ii) a settlement payment of $175,000. The number of Intracoastal Settlement Shares shall be the greater of the Initial Share Amount (as defined below) or the Adjusted Share Amount (as defined below). Â â€œAdjusted Share Priceâ€ means the lesser of (i) the volume weighted average price of the Company on the five trading days prior to the day that the registration statement registering the Intracoastal Settlement Shares becomes effective or (ii) the closing price for the Company on the day prior to such registration statement becomes effective. In such event, the Company shall deliver within two (2) business days additional shares of common stock so that Intracoastal Capital receives, in total, an amount equal to 875,000 divided by the Adjusted Share Price. Â â€œInitial Share Amountâ€ means an amount equal to 875,000 divided by the Initial Share Price. The Initial Share Amount shall be subject to adjustment if the Adjusted Share Price is lower than the Initial Share Price. Â 45 Â Â â€œInitial Share Priceâ€ means the lesser of the volume weighted average price for the Company, as reported on the Nasdaq, on the five trading days prior to the execution of the Intracoastal Settlement Agreement, or (ii) the closing price of the Company, as reported on the Nasdaq on the day prior to the execution of the Intracoastal Settlement Agreement. Â The Intracoastal Settlement Agreement is filed herein as Exhibit 10.33. Â Consulting Agreement with Blue Capital S.A., LLC Â On January 18, 2025, the Company entered into a Consulting Agreement with Blue Capital S.A., LLC., a United Arab Emirates limited company (â€œBlue Capitalâ€) pursuant to which Blue Capital shall provide the Company with services as stated therein, for a period of five (5) year term commencing on February 1, 2025. The Company shall issue to Blue Capital 4,545,454 options to purchase shares of the Companyâ€™s common stock, par value $0.001 (the â€œCommon Stockâ€) at $0.44 per shares (the â€œBlue Capital Optionsâ€). The Blue Capital Options shall vest in equal quarterly installments such that 2,272,727 Options shall vest on August 1, 2025, and 2,272,727 Blue Capital Options shall vest on February 1, 2026. The Consulting Agreement with Blue Capital is filed as Exhibit 10.34. Â PIPE Investment Â On January 17, 2025, the Company entered into a Securities Purchase Agreement with one accredited investor for the purchase of 2,277,389 shares for gross proceeds of $1,000,000 at a price of $0.4391 per share, which reflects a 20% discount from the closing price of the common stock on January 14, 2025. The Securities Purchase Agreement is filed herein as Exhibit 10.35. Â Notice of Nasdaq Listing Deficiency Â On January 2, 2025, the Company received a notice from Nasdaq that the closing bid price for our common stock had been below $1.00 per share for the previous 30 consecutive days, and that we are therefore not in compliance with the minimum bid price requirement for continued inclusion on The Nasdaq Capital Market under Nasdaq Listing Rule 5550(a)(2) (â€œRule 5550(a)(2)â€). Nasdaqâ€™s notice has no immediate effect on the listing or trading of our common stock on the Nasdaq Capital Market. Â The notice indicates that we will have 180 calendar days, until July 1, 2025, to regain compliance with this requirement. We can regain compliance with the $1.00 minimum bid listing requirement if the closing bid price of our common stock is at least $1.00 per share for a minimum of ten (10) consecutive business days during the 180-day compliance period. Â If the Company does not regain compliance during the initial compliance period, we may be eligible for an additional 180 day period to regain compliance. To qualify, we would be required to meet the continued listing requirement for market value of our publicly held shares and all other Nasdaq initial listing standards, with the exception of the minimum bid price requirement under Rule 5550(a)(2), and we would need to provide written notice to Nasdaq of our intention to cure the deficiency during the second compliance period. If it appears to Nasdaq that we will not be able to cure the deficiency, or if we are otherwise not eligible, we expect that Nasdaq will notify us that our common stock will be subject to delisting. We will have the right to appeal a determination to delist our common stock, and our common stock would remain listed on The Nasdaq Capital Market until the completion of the appeal process. Â We intend to actively monitor the minimum bid price of our common stock and may, as appropriate, consider available options to regain compliance with Rule 5550(a)(2), including undertaking a reverse stock split. However, there can be no assurance that the Company will be able to regain compliance with Rule 5550(a)(2). Â 46 Â Â Arrangement Agreement with Yerbae Brands Corp. Â On January 7, 2025, the Company entered into a definitive Arrangement Agreement (the â€œArrangement Agreementâ€) with YerbaÃ© Brands Corp., (â€œYerbaÃ©â€), a corporation organized under the laws of the Province of British Columbia, pursuant to which, among other things, the Company will acquire all of the issued and outstanding common shares of YerbaÃ© (the â€œArrangementâ€). The Arrangement will be implemented by way of a plan of arrangement (the â€œPlan of Arrangementâ€) in accordance with the Business Corporations Act (British Columbia) and is subject to approval by the Supreme Court of British Columbia (the â€œCourtâ€), the stockholders of the Company and the shareholders of YerbaÃ©, among other customary closing conditions for a transaction of this nature and size. Â Consideration Â On the terms and subject to the conditions of the Arrangement Agreement and the Plan of Arrangement, at the effective time of the Arrangement (the â€œEffective Timeâ€) all of the common shares of YerbaÃ© then issued and outstanding immediately prior to the Effective Time (including the common shares of YerbaÃ© to be issued on the settlement of all of the performance share units and restricted share units of YerbaÃ©, which will be settled immediately prior to the Effective Time) will be acquired by the Company in consideration for the right to receive an aggregate of 20,000,000 shares of common stock of the Company (collectively, the â€œConsideration Sharesâ€). Each option (each a â€œReplaced Optionâ€) to purchase common shares of YerbaÃ© outstanding immediately prior to the Effective Time (whether or not vested) will be deemed to be exchanged for an option (â€œReplacement Optionâ€) entitling the holder to purchase shares of common stock of the Company. The number of shares of common stock of the Company underlying each Replacement Option will equal the number of common shares of YerbaÃ© underlying the corresponding Replaced Option multiplied by the exchange ratio. The exercise price of each Replacement Option will equal the exercise price of the corresponding Replaced Option divided by the exchange ratio and each Replacement Option will be fully vested. In accordance with the respective terms of YerbaÃ©â€™s outstanding warrants and debentures, the terms of each warrant and debenture of YerbaÃ© will entitle the holder thereof to receive, upon exercise or conversion, as applicable, in substitution for the number of YerbaÃ© common shares subject to such warrant or debenture, a number of shares of Company common stock. In addition, if the Arrangement is consummated, the Company will pay up to $500,000 of YerbaÃ©â€™s transaction expenses. Â Representations and Warranties; Covenants Â Pursuant to the Arrangement Agreement, each of the Company and YerbaÃ© made customary representations and warranties for transactions of this type. All of the representations and warranties of the Company and YerbaÃ© will expire and be terminated at the Effective Time. Each of the Company and YerbaÃ© have also agreed to be bound by certain covenants that are customary for transactions of this type, including obligations of the parties during the period between the date of the execution of the Arrangement Agreement and the Effective Time (the â€œInterim Periodâ€) to, in all material respects, conduct their respective businesses in the ordinary course consistent with past practice, and to refrain from taking certain specified actions without the prior written consent of the other party, in each case, subject to certain exceptions and qualifications. The covenants and agreements of the Company and YerbaÃ© that by their terms are to be performed at or after the Effective Time shall, in each case, survive until fully performed. Â 47 Â Â Closing Conditions Â The respective obligations of each party to consummate the Arrangement are subject to the satisfaction or waiver of certain customary mutual closing conditions, including (i) the issuance of the interim and final orders by the Court with respect to the Arrangement; (ii) the adoption by the requisite YerbaÃ© shareholders of a resolution approving the Arrangement (the â€œYerbaÃ© Shareholder Approvalâ€); (iii) the approval by the requisite Company stockholders of the issuance of the Consideration Shares and an amended and restated equity incentive plan reserving a number of shares of Company common stock equal to no less than 10% of the fully diluted shares of Company common stock issued and outstanding immediately following the Effective Time (the â€œCompany Stockholder Approvalâ€); (iv) the absence of any law or order prohibiting, rendering illegal or permanently enjoining the consummation of the Arrangement; (v) the obtainment of any regulatory approvals required in connection with the Plan of Arrangement, except for such approvals the failure of which to obtain would not reasonably be expected to have a material adverse effect on the parties or would not materially impede or delay the completion of the Arrangement; (vi) the approval by the TSX Venture Exchange; (vii) the approval of the listing of the Consideration Shares by Nasdaq; (viii) the exemption of the issuance of the Consideration Shares from the registration requirements of the Securities Act of 1933, as amended (the â€œSecurities Actâ€), pursuant to Section 3(a)(10) thereof; (ix) that the representations of the other party in the Arrangement Agreement are true and correct as of the date of the Arrangement Agreement and the Effective Time (subject to certain materiality qualifiers) and (x) that the other party will have complied in all material respects with its covenants in the Arrangement Agreement. Â Additionally, the obligation of the Company to consummate the Arrangement is subject to the satisfaction or waiver of the following conditions, among others: (i) that there will not have occurred during the Interim Period any material adverse effect with respect to YerbaÃ©; (ii) that the Company shall have received Support Agreements (as defined below) from certain shareholders of YerbaÃ© representing not less than 40.1% of the issued and outstanding common shares of YerbaÃ© (collectively, the â€œSupporting YerbaÃ© Shareholdersâ€) no later than 30 days following the date of the Arrangement Agreement (and such shareholders shall not have breached their obligations or covenants thereunder in any material respect as of the Effective Time); and (iii) that the YerbaÃ© shareholders shall have not validly exercised and not withdrawn dissent rights with respect to more than 5% of the common shares of YerbaÃ© then outstanding. Â The obligation of YerbaÃ© to consummate the Arrangement is also conditioned upon (i) the Company appointing Todd Gibson to the board of directors of the Company as of the Effective Time and (ii) that there will not have occurred during the Interim Period any material adverse effect with respect to the Company. Â The Arrangement Agreement is filed herein as Exhibit 10.36. Â Equity Disbursement Agreement with Maxim Group LLC Â On December 6, 2024, the Company entered into an Equity Disbursement Agreement (the â€œSales Agreementâ€) with Maxim Group LLC (the â€œSales Agentâ€) pursuant to which the Company may offer and sell, from time to time, in its sole discretion, shares of its common stock, having an aggregate offering price of up to $5,000,000, subject to certain limitations on the amount of common stock that may be offered and sold by the Company set forth in the Sales Agreement. The Company is not obligated to make any sales of common stock under the Sales Agreement and any determination by the Company to do so will be dependent, among other things, on market conditions and the Companyâ€™s capital raising needs. Â Any shares offered and sold in the at-the-market offering will be issued pursuant to the registration statement on Form S-3 (File No. 333-267644), initially filed by the Company with the Securities and Exchange Commission (the â€œCommissionâ€) under the Securities Act on September 28, 2022, and declared effective on November 9, 2022, and the prospectus supplement relating to the at-the-market offering filed with the SEC on December 6, 2024, and any applicable additional prospectus supplements related to the at-the-market offering that form a part of the registration statement. Â The Sales Agent may sell the shares of common stock by any method deemed to be an â€œat the market offeringâ€ as defined in Rule 415(a)(4) of the Securities Act, including sales made through Nasdaq, or any other trading market for the common stock, sales made to or through a market maker other than on an exchange or through an electronic communications network, or in negotiated transactions pursuant to terms set forth in a placement notice delivered by the Company to the Sales Agent under the Sales Agreement. Upon delivery of a placement notice and subject to the terms and conditions of the Sales Agreement, the Sales Agent will use commercially reasonable efforts, consistent with its normal trading and sales practices, applicable state and federal law, rules and regulations, and the rules of Nasdaq, to sell the shares from time to time based upon the Companyâ€™s instructions, including any price, time or size limits specified by the Company. The Sales Agent is not obligated to purchase any shares of common stock on a principal basis pursuant to the Sales Agreement. Â The Company will pay the Sales Agent a commission equal to 3.0% of the gross sales proceeds of any shares sold through the Sales Agent under the Sales Agreement, and also has provided the Sales Agent with customary indemnification and contribution rights. The Sales Agreement contains customary representations and warranties and conditions to the placements of the shares pursuant thereto, obligations to sell shares under the Sales Agreement are subject to satisfaction of certain conditions, including customary closing conditions. Â The Sales Agreement is filed as Exhibit 10.37. Â Separation and Exchange Agreement with Caring Brands, Inc. Â On September 24, 2024, the Company entered into a Separation and Exchange Agreement (the â€œSeparation Agreementâ€) with Caring Brands, Inc., a Nevada corporation (â€œCB Nevadaâ€), Caring Brands, Inc, a Florida corporation (â€œCB Floridaâ€) and Brian S. John, as the representative of the shareholders of CB Florida (the â€œRepresentativeâ€). The Company, along with the other shareholders of CB, exchanged 100% of the issued and outstanding shares of common stock of CB Florida (the â€œExchangeâ€) for the CB Nevada shares of common stock, including the 3,000,000 shares of CB Nevada common stock received by the Company. Pursuant to the Separation Agreement, the Companyâ€™s business segment that creates and sells innovative wellness consumer products industries (the â€œCB Businessâ€) along with the assets, intellectual property and liabilities related thereto were transferred to CB Nevada. Â The Separation Agreement is filed herein as Exhibit 10.38. Â Consulting Agreement with Core 4 Capital Corp. Â On September 23, 2024, the Company entered into a Consulting Agreement with Core 4 Capital Corp. (â€œCore 4 Consulting Agreementâ€), a New York corporation (â€œCore 4â€), pursuant to which Core 4 shall provide the Company with services as stated therein, for a period of six (6) month term commencing on October 1, 2024. The Company shall issue 1,250,000 shares of the Companyâ€™s restricted stock. This stock will vest in equal quarterly installments such that 625,000 shares shall vest on December 31, 2024, and 625,000 shares shall vest on March 31, 2025. Â The Companyâ€™s President, Jordan Schur is a 15% owner of Core 4 but is not an officer or director of this entity. Other shareholders of Core 4 are also members of Mr. Schurâ€™s immediate family (but not dependents). The Core 4 Consulting Agreement is filed as Exhibit 10.39. Â Core 4 Capital Corp. Stock Purchases Â On August 30, 2024, the Company entered into a Securities Purchase Agreement with Core 4 Capital Corp. for the purchase of (i) 3,370,787 shares of the Companyâ€™s common stock at a price of $0.89 per share which was the closing price on August 29, 2024; and (ii) 3,370,787 warrants to purchase shares of common stock at a price of $0.125 per warrant. These warrants are exercisable for a period of five years from the date of issuance and have an exercise price of $0.89. The Companyâ€™s President, Jordan Schur, is a 15% owner of the Investor, but is not an officer or director of such Investor. Other shareholders of the Investor are also members of Mr. Schurâ€™s immediate family (but not dependents). The Company did not pay any commissions in connection with this offering and expects net proceeds of approximately $3,421,348 from the offering. This Securities Purchase Agreement is filed as Exhibit 10.40. The form of these warrants is filed as Exhibit 10.41. Â On June 27, 2024, the Company entered into a Securities Purchase Agreement with Core 4 Capital Corp. for the purchase of 943,396 shares of common stock of the Company at a price of $1.06 per share, which was the closing price on June 27, 2024). The Company paid no commissions in connection with this securities purchase and the net proceeds were approximately $1,000,000. This Securities Purchase Agreement is filed as Exhibit 10.42. Â On April 4, 2024, the Company entered into a Securities Purchase Agreement with Core 4 Capital Corp. for the purchase of 2,369,668 shares of the Companyâ€™s common stock to Core 4 Capital Corp. at a price of $2.11 per share, which was the closing price on April 4, 2024. The Company paid no commissions in connection with this securities purchase and net proceeds thereto were approximately $4,975,000. This Securities Purchase Agreement is filed as Exhibit 10.43. Â Management Employment Agreements Â John Gulyas Employment Agreement Â On December 16, 2024, the Company entered into an employment agreement (â€œGulyas Agreementâ€) with John Gulyas, pursuant to which Mr. Gulyas will serve as the Companyâ€™s Executive Chairman of the board of directors. The Agreement provides for (A) a $300,000 annual base salary paid in equal installments on the Companyâ€™s regular pay dates no less frequently than bi-monthly, (B) a restricted stock award of 1,000,000 shares of Companyâ€™s common stock fully vested as of the date therein, (C) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $500,000 for Q1 and Q2 of 2025, (D) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $1,000,000 for Q3 and Q4 of 2025, and (E) other customary employee benefits. Â The Gulyas Agreement is filed herein as Exhibit 10.44. Â Jordon Schur Employment Agreement Â On December 16, 2024, the Company entered into an employment agreement with Jordon Schur (the â€œSchur Agreementâ€), pursuant to which Mr. Schur will serve as the Companyâ€™s President. The Agreement provides for (A) a $300,000 annual base salary paid in equal installments on the Companyâ€™s regular pay dates no less frequently than bi-monthly, (B) a restricted stock award of 1,000,000 shares of Companyâ€™s common stock fully vested as of the date therein, (C) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $500,000 for Q1 and Q2 of 2025, (D) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $1,000,000 for Q3 and Q4 of 2025, and (E) other customary employee benefits. The Schur Agreement is filed as Exhibit 10.45. Â 48 Â Â Jarrett Boon Employment Agreement Â On December 16, 2024, the Company entered into an employment agreement with Jarrett Boon (the â€œBoon Agreementâ€), pursuant to which Mr. Boon will serve as the Companyâ€™s Chief Executive Officer. The Agreement provides for (A) a $300,000 annual base salary paid in equal installments on the Companyâ€™s regular pay dates no less frequently than bi-monthly, (B) a restricted stock award of 1,000,000 shares of Companyâ€™s common stock fully vested as of the date therein, (C) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $500,000 for Q1 and Q2 of 2025, (D) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $1,000,000 for Q3 and Q4 of 2025, and (E) other customary employee benefits. Â The Boon Agreement is filed as Exhibit 10.46. Â Danielle De Rosa Employment Agreement Â On April 22, 2024, the Company entered into an employment agreement with Danielle De Rosa (the â€œDe Rosa Employment Agreementâ€), pursuant to which Ms. Rosa will serve as the Companyâ€™s Chief Financial Officer. As consideration for her services, the Company will pay Ms. Rosa a salary of $250,000 per annum, which salary is payable bi-monthly. Subject to suitable business conditions, Ms. Rosa may receive a 5% pay increase payable to her at each one-year anniversary from the commencement of the De Rosa Employment Agreement. The Company will also award 200,000 stock options to Ms. Rosa, granted at a strike price equal to the closing market price on the date that Ms. De Rosa first starts to work for the Company as an independent consultant. These stock options will vest on a quarterly basis, in equal installments over three years. The stock options will terminate on the fifth year anniversary of their date of issuance. Â The De Rosa Employment Agreement is filed as Exhibit 10.47. Â January 2023 Pipe Investment Â On January 19, 2023, the Company entered into a Securities Purchase Agreement with certain purchasers, for the issuance of 8,631,574 common stock warrants at a price of $0.125 per warrant, comprised of two common stock warrants (the â€œCommon Warrantsâ€), each to purchase up to one share of Common Stock per Common Warrant with an exercise price of $1.00 per share , with (a) 4,315,787 Common Warrants being immediately exercisable for three years following 6 months from the closing of the PIPE Offering, and (b) 4,315,787 Common Warrants being immediately exercisable for five years following 6 months from the closing of the PIPE Offering. Concurrently to the PIPE Agreement, the Company entered into a Securities Purchase Agreement (the â€œRD Agreementâ€) with certain purchasers, pursuant to which on January 23, 2023, 4,315,787 shares of common stock, par value $0.001 (the â€œCommon Stockâ€), at a price of $0.70 per share were issued to the purchasers (the â€œRD Offeringâ€). The Common Stock was issued pursuant to a Registration Statement on Form S-3 filed by the Company with the Securities and Exchange Commission (the â€œCommissionâ€) on September 28, 2022 (File No. 333-267644) and declared effective on November 9,2022. The aggregate gross proceeds to the Company from both the PIPE Offering and the RD Offering were approximately $4.1 million, with the purchase price of one share, one 3-year warrant and one 5-year warrant as $0.95. The net proceeds were $3,450,675. Â Asset Purchase Â On July 10, 2023, the Company entered into an asset purchase agreement with GBB Labs, Inc., a Delaware corporation set up as an acquisition company (â€œGBB Labsâ€), GBB Drink Lab Inc., a Florida corporation (â€œGBB Drinkâ€), 2V Consulting LLC, a Florida limited liability company, the Jarrett A Boon Revocable Trust Dated October 22, 2014, Gregory D. Blackman, an individual and Brothers Investment 7777, LLC. Pursuant to this asset purchase agreement, GBB Labs purchased certain assets relating to the Safety Shot Dietary Supplement for a consideration comprising of: (a) the sum of Two Hundred Thousand U.S. Dollars (US $200,000) (the â€œCash Purchase Priceâ€); and (b) 5,000,000 Common Shares (the â€œConsideration Sharesâ€ and together with the Cash Purchase Price, collectively, the â€œPurchase Priceâ€). The asset purchase was closed on August 31, 2023. Â Intellectual Property Â As of the date hereof, the Company owns five patents, including the patent (US 9,186,350 B2) and patent (US 10,028,991 B2) for the composition of the Sure Shot Dietary Supplement used for minimizing the harmful effects associated with alcohol consumption by supporting the metabolism of alcohol. US 9,186,350 B2 (the â€œ350 Patentâ€), relates to an early version of the Sure Shot Dietary Supplement and is owned by the Company. The 350 Patent is a utility patent that covers the United States jurisdiction and expired on December 25, 2023. US 10,028,991 B2 (the â€œ991 Patentâ€) is a continuation of the 350 Patent and relates to the Sure Shot Dietary Supplement and is owned by the Company. The 991 Patent is a utility patent that covers the United States jurisdiction and expires on November 5, 2035. In and around September of 2024, the Company received a Notice of Allowance for a new patent U.S. Patent Application No. 18/395,565 that relates to current version of the Sure Shot Dietary Supplement. This patent will be a utility patent and cover the United States jurisdiction. The Company owns three additional patents that relate to legacy products that the Company neither currently sells nor has any plans to sell in the future. Â Government Regulation Â The Sure Shot Dietary Supplement: Â The production, distribution and sale in the United States of the Sure Shot Dietary Supplement is subject to various U.S. federal, state and local regulations, including but not limited to: the Federal Food, Drug and Cosmetic Act (â€œFD&C Actâ€); the Occupational Safety and Health Act and various state laws and regulations governing workplace health and safety; various environmental statutes; the Safe Drinking Water and Toxic Enforcement Act of 1986 (â€œCalifornia Proposition 65â€); data privacy and personal data protection laws and regulations, including the California Consumer Privacy Act of 2018 (as modified by the California Privacy Rights Act) and a number of other federal, state and local statutes and regulations applicable to the production, transportation, sale, safety, advertising, marketing, labeling, packaging, and ingredients of the Sure Shot Dietary Supplement. Â We also may in the future be affected by other existing, proposed and potential future regulations or regulatory actions, including those described below, any of which could adversely affect our business, financial condition and results of operations. Â 49 Â Â Furthermore, legislation and regulation may be introduced in the United States at the federal, state, municipal and supranational level in respect of each of the subject areas discussed below. Public health officials and health advocates are increasingly focused on the public health consequences associated with obesity and alcohol consumption, especially as they may affect children, and are seeking legislative change to reduce the consumption of sweetened and alcohol beverages. Â We are subject to a number of regulations applicable to the formulation, labeling, packaging, and advertising (including promotional campaigns) of our products. In California, we are subject to California Proposition 65, a law which requires that a specified warning be provided before exposing California consumers to any product that contains in excess of threshold amounts of a substance listed by California as having been found to cause cancer or reproductive toxicity. California Proposition 65 does not require a warning if the manufacturer of a product can demonstrate that the use of the product in question exposes consumers to an average daily quantity of a listed substance that is below that threshold amount, which is determined either by scientific criteria set forth in applicable regulations or via a â€œsafe harborâ€ threshold that may be established by the state, or the substance is naturally occurring, or is subject to another applicable exception. As of the date of this registration statement, we are not required to put a warning label on our product and our products are perfluoroalkyl and polyfluoroalkyl substances (â€œPFASâ€) free. We are unable to predict whether a component found in our product might be added to the California list in the future. Furthermore, we are also unable to predict when or whether the increasing sensitivity of detection methodology may become applicable under this law and related regulations as they currently exist, or as they may be amended. If we are required to add warning labels to any of our products or place warnings in certain locations where our products are sold, it will be difficult to predict whether, or to what extent, such a warning would have an adverse impact on sales of our products in those locations or elsewhere. In addition, there has been increasing regulatory activity globally regarding constituents in packaging materials, including PFAS. Regardless of whether perceived health consequences of these constituents are justified, such regulatory activity could result in additional government regulations that impact the packaging of our beverages. Â In addition, the U.S. Food and Drug Administration (the â€œFDAâ€) has regulations with respect to serving size information and nutrition labeling on food and beverage products, including a requirement to disclose the amount of added sugars in such products and regulations about whether a product qualifies as a drug. Further, the U.S. Department of Agriculture promulgated regulations requiring that, by January 1, 2022, the labels of certain bioengineered foods include a disclosure that the food is bioengineered. These regulations may impact, reduce and/or otherwise affect the purchase and consumption of our products by consumers. Â All ingredients in the Sure Shot Dietary Supplement are deemed Generally Recognized as Safe (GRAS) and align with FDA standards, permitting their inclusion in supplements. In the event that the FDA or any governmental agency identifies an ingredient or aspect of our product as unsafe, we commit to promptly withdrawing that component in accordance with regulatory directives. From a product and sales perspective, there are no impediments or concerns raised by any governmental agency. It is essential to note that the Sure Shot Dietary Supplement is classified as a dietary supplement, exempt from the approval or filing requirements mandated for pharmaceutical drugs by the FDA or other regulatory authorities. Â Employees Â As of this prospectus, we had eight full-time employees. We believe our relations with our employees to be good. Â Properties Â Currently, we do not own any real property. We rent office space at 1061 E. Indiantown Rd., Ste. 110, Jupiter, FL 33477 for $15,038 per month. The Company entered into the office lease effective July 1, 2021, which has a primary term of the lease of five years with one renewal option for an additional three years. As part of the Separation Agreement, Caring Brands, Inc. has agreed to assume to lease obligations upon it reaching certain milestones. Â 50 Â Â MANAGEMENT Â Executive Officers and Directors Â Set forth below are the names, ages and positions as of the date hereof of the current executive officers and directors of the Company: Â Name Â AgeÂ Â Position(s) John Gulyas Â 50 Â Chairman and Director Danielle De Rosa Â 48 Â Chief Financial Officer Jarrett Boon Â 55 Â Chief Executive Officer and Director Richard Pascucci Â 49 Â Director Nancy Torres Kaufman Â 41 Â Director Christopher Marc Melton Â 53 Â Director Jordan Schur Â 60 Â Director and President David J. Long Â 48 Â Director David Sandler Â 56 Â Chief Operating Officer Â The following describes the business experience of each of our directors and executive officers, including other directorships held in reporting companies: Â Nancy Torres Kaufman, Director, has served as one of our directors since January 2021. Ms. Kaufman is the Chairman and CEO of Beacon Capital LLC, a New York family office, recently relocated to Jupiter, Florida. Ms. Kaufman officially founded Beacon Capital as her family office and investment platform in 2010 with a focus on investing in life sciences businesses globally. In 2003, Nancy started a mortgage correspondent lending company called Wall St. Mortgage, a first and second lien corresponding lender and brokerage company which book and operations she sold to Countrywide in 2006. In 2004, she joined the investment banking boutique Violy & Co and focused increasingly on her first passion, life sciences. Nancy is a Cuban born and raised entrepreneur focused on bringing venture impact philanthropy into the life science and healthcare space. She left Cuba 1994 for the US unaccompanied as a 14-years old. In 1999, Nancy was awarded a full academic scholarship to the College of St. Elizabeth, consisting of an accelerated medical program with UMDNJ for a Bachelor of Science Major in Biology with a Chemistry minor. Nancy also entered the Womenâ€™s Leadership Program at Yale School of Management in 2020. Â Christopher Marc Melton, Director, has served as one of our directors since August 2019. Mr. Melton has served as director of SG Blocks, Inc. since November of 2011 and currently serves as the Audit Committee Chairman. From 2000 to 2008, Mr. Melton was a Portfolio Manager for Kingdon Capital Management (â€œKingdonâ€) in New York City, where he ran in excess of $1 Billion book in media, telecom, and Japanese investment. Mr. Melton opened Kingdonâ€™s office in Japan, where he set up a Japanese research company. From 1997 to 2000, Mr. Melton served as a Vice President at JPMorgan Investment Management as an equity research analyst, where he helped manage $1 Billion plus in REIT funds under management. Mr. Melton was a Senior Real Estate Equity Analyst at RREEF Funds in Chicago from 1995 to 1997. Mr. Melton is Principal and co-founder of Callegro Investments, a specialist land investor. He currently serves on several Public and Private Boards as well as Chairman of the Audit Committee of a Nasdaq listed company. Â Jarrett Boon, Chief Executive Officer and Director, was the Co-Founder and CEO of GBB Drink Lab, which developed Safety Shot Beverages, the first patented beverage on Earth that helps people feel better faster by reducing blood alcohol content and boosting clarity. Boon has over 30 years of experience building successful businesses from creation to exit. He was one of the original thought leaders and investors in LifeLock, a leading identity protection provider, where he applied his expertise in sales, marketing, and strategic business development to grow LifeLock to $500 million in revenue. LifeLock went public in 2012 and was subsequently acquired by Symantec in 2016 for $2.3 billion. Prior to LifeLock, Boon founded SW Promotions, a marketing and advertising company. SW Promotions and its 400 employees were acquired by one of its publicly traded partners. Â 51 Â Â Richard Pascucci, Director, has over 20 years of experience in the beverage industry. Since May 2018 Mr. Pascucci has been working as the founder and owner of Black Apple Group, LLC, a consulting group specializing in strategy, brand marketing, business intelligence, business insights and category development. Since May 2017, Mr. Pascucci has been working as the Beverage Consultant at Pascucci Enterprise, wherein he is responsible for the companyâ€™s key strategic areas, while identifying and delivering key projects and priorities. Between May 2011 and May 2017, Mr. Pascucci worked as the Chief Growth Officer and the VP of Business Development at Pabst Brewing Company. Mr. Pascucci has bachelors in arts from St. Josephâ€™s University, Philadelphia. Â John Gulyas, Chairman and Director, has owned and operated multiple franchise brands over the last 13 years. Since 2015 John has been the owner and the CEO of 2v consulting LLC. Since February 2020 John has been working as the Founder and President of GBB Drink Lab, who is the worldâ€™s first rapid blood alcohol detoxification drink, and which was recently acquired by the Company. From October 2018 to September 2021, John worked as a vice president of franchise development at Vio Med Spa. He worked as site development coordinator at European Wax Center from June 2007 to March 2017. Â Danielle De Rosa, Chief Financial Officer, has over 25 years of experience in all aspects of financial services and operational functions. Ms. De Rosa served as Chief Financial Officer at Virtra since January 2023. From July 2022 to December 2022, Ms. De Rosa served as the CFO at Common Spirit. From December 2010 to February 2022, Ms. De Rosa served as the Senior Finance Officer at Lorts Manufacturing. Ms. Rosa moved all around the U.S. and has a Master of Business Management and a Bachelor of Science in Accounting. Ms. De Rosa is a Harvard graduate in risk management and financial leadership as well. Â David Long, Director, has over 20 years of experience in leading and increasing growth for companies in the fitness and wellness industries. Since January 2010 Mr. Long has served as the CEO and the Co-Founder of Orangetheory Fitness Corporate. From June 2008 to June 2007 Mr. Long served as the Developer and Owner of European Wax Center. Mr. Long has a Bachelorâ€™s degree in Health Science, Physical Therapy, and International Business from University of Florida and an MBA from University of Florida. Â David Sandler, Chief Operating Officer, has more than 30 yearsâ€™ experience in the nutrition and health industry developing, building and managing high-growth, results-oriented projects. David is the founder of StrengthPro Inc., a consulting firm specializing specific areas of health, fitness, nutrition, and supplement ratio. David has been working as the president of Strengthpro since January 2021. Since May 2019 David has been serving as chief operations officer at Elite Beverage. From October 2016 to October 2019, David served as the chief operations officer at ProSupps USA, LLC. Â Jordan Schur, Director, has worked as the the Chief Executive Officer and Chairman of Suretone Entertainment Group since 2006, as well as the Chief Executive Officer of Mimram Shur Pictures which he founded in 2007. Â Term of Office Â Our Board is elected annually by our stockholders. Each director shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal. Â Family Relationships Â There are no family relationships among and between the issuerâ€™s directors, officers, persons nominated or chosen by the issuer to become directors or officers, or beneficial owners of more than ten percent of any class of the issuerâ€™s equity securities. Â Section 16(a) Beneficial Ownership Reporting Compliance Â Section 16(a) of the Exchange Act requires our directors and officers, and the persons who beneficially own more than 10% of our Common Stock, to file reports of ownership and changes in ownership with the SEC. Copies of all filed reports are required to be furnished to us pursuant to Rule 16a-3 promulgated under the Exchange Act. Based solely on the reports received by us and on the representations of the reporting persons, we believe that these persons have complied with all applicable filing requirements during the year ended December 31, 2022. Â 52 Â Â Board Composition Â Director Independence Â Our business and affairs are managed under the direction of our Board, which consist of seven members. Under Nasdaq rules, independent directors must comprise a majority of a listed companyâ€™s board of directors, subject to certain exceptions. In addition, Nasdaq rules require that each member of a listed companyâ€™s audit, compensation and nominating and governance committees be independent, subject to certain phase-ins for newly-public companies. Under Nasdaq rules, a director will only qualify as an â€œindependent directorâ€ if, in the opinion of that companyâ€™s board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. Â Audit committee members must also satisfy the independence criteria set forth in Rule 10A-3 under the Exchange Act. In order to be considered independent for purposes of Rule 10A-3, a member of an audit committee may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee (1) accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries or (2) be an affiliated person of the listed company or any of its subsidiaries. Â Our Board has undertaken a review of its composition, the composition of its committees and the independence of each director. Based upon information requested from and provided by each director concerning his or her background, employment and affiliations, including family relationships, our Board has determined that Ms. Kaufman and Messrs. Melton, Pascucci and Gulyas do not have any relationships that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is â€œindependentâ€ as that term is defined under the applicable rules and regulations of the SEC and the listing requirements and rules of Nasdaq. In making this determination, our Board considered the current and prior relationships that each non-employee director has with our company and all other facts and circumstances our Board deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director. Â In making this determination, our Board considered the current and prior relationships that each non-employee director has with us and all other facts and circumstances our Board deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director. Â Board Committees Â Our Board has established Audit, Compensation, and Nominating and Corporative Governance Committees. Our Board may establish other committees to facilitate the management of our business. The composition and functions of the audit committee, compensation committee and nominating and corporate governance committee are described below. Members will serve on committees until their resignation or removal from the Board or until otherwise determined by our Board. Â Audit Committee Â Our audit committee consists of Mr. Melton, Mr. Boon and Ms. Kaufman, with Mr. Melton serving as the chairman. Our Board has determined that Mr. Melton is an â€œaudit committee financial expertâ€ within the meaning of the SEC regulations. Our Board has also determined that each member of our audit committee can read and understand fundamental financial statements in accordance with applicable requirements. In arriving at these determinations, the Board has examined each audit committee memberâ€™s scope of experience and the nature of their employment in the corporate finance sector. The functions of this committee include: Â Â â— selecting a qualified firm to serve as the independent registered public accounting firm to audit our financial statements; Â Â Â Â â— helping to ensure the independence and performance of the independent registered public accounting firm; Â Â Â Â â— discussing the scope and results of the audit with the independent registered public accounting firm, and reviewing, with management and the independent accountants, our interim and year-end operating results; Â 53 Â Â Â â— developing procedures for employees to submit concerns anonymously about questionable accounting or audit matters; Â Â Â Â â— reviewing our policies on risk assessment and risk management; Â Â Â Â â— reviewing related party transactions; Â Â Â Â â— obtaining and reviewing a report by the independent registered public accounting firm at least annually, that describes our internal quality-control procedures, any material issues with such procedures, and any steps taken to deal with such issues when required by applicable law; and Â Â Â Â â— approving (or, as permitted, pre-approving) all audit and all permissible non-audit services, other than de minimis non-audit services, to be performed by the independent registered public accounting firm. Â Compensation Committee Â Our compensation committee consists of Messrs. Melton and Boon with Mr. Boon serving as the chairman. The functions of the compensation committee will include: Â Â â— reviewing and approving, or recommending that our Board approve, the compensation of our executive officers; Â Â Â Â â— reviewing and recommending that our Board approve the compensation of our directors; Â Â Â Â â— reviewing and approving, or recommending that our Board approve, the terms of compensatory arrangements with our executive officers; Â Â Â Â â— administering our stock and equity incentive plans; Â Â Â Â â— selecting independent compensation consultants and assessing conflict of interest compensation advisers; Â Â Â Â â— reviewing and approving, or recommending that our Board approve, incentive compensation and equity plans; and Â Â Â Â â— reviewing and establishing general policies relating to compensation and benefits of our employees and reviewing our overall compensation philosophy. Â Nominating and Corporate Governance Committee Â Our nominating and corporate governance committee consists of Messrs. Melton and Boon with Boon serving as the chairman. The functions of the nominating and governance committee will include: Â Â â— identifying and recommending candidates for membership on our Board; Â Â Â Â â— including nominees recommended by stockholders; Â Â Â Â â— reviewing and recommending the composition of our committees; Â Â Â Â â— overseeing our code of business conduct and ethics, corporate governance guidelines and reporting; and Â Â Â Â â— making recommendations to our Board concerning governance matters. Â 54 Â Â The nominating and corporate governance committee also annually reviews the nominating and corporate governance committee charter and the committeeâ€™s performance. Â Board Leadership Structure and Role in Risk Oversight Â Our Board is primarily responsible for overseeing our risk management processes. Our Board receives and reviews periodic reports from management, auditors, legal counsel, and others, as considered appropriate regarding our assessment of risks. Our Board focuses on the most significant risks we face our general risk management strategy, and also ensures that risks we undertake are consistent with our Boardâ€™s appetite for risk. While our Board oversees our risk management, management is responsible for day-to-day risk management processes. We believe this division of responsibilities is the most effective approach for addressing the risks we face and that our Board leadership structure supports this approach. Â Our amended and restated bylaws provide our Board with flexibility in its discretion to combine or separate the positions of Chairman of the Board and Chief Executive Officer. The Board currently separates the roles of Chief Executive Officer and Chairman of the Board in recognition of the differences between the two roles. Our Chief Executive Officer, who is also a member of our Board, is responsible for setting the strategic direction of the Company and the day-to-day leadership and performance of the Company, while the Chairman of the Board provides guidance to the Chief Executive Officer, sets the agenda for the Board meetings, presides over meetings of the Board and tries to reach a consensus on Board decisions. Although these roles are currently separate, the Board believes it should be able to freely select the Chairman of the Board based on criteria that it deems to be in the best interest of the Company and its stockholders, and therefore one person may, in the future, serve as both the Chief Executive Officer and Chairman of the Board. Â Clawback Policy Â On December 1, 2023, the Board adopted the Safety Shot, inc. Clawback Policy (the â€œClawback Policyâ€), effective December 1, 2023, providing for the recovery of certain incentive-based compensation from current and former executive officers of the Company in the event the Company is required to restate any of its financial statements filed with the SEC under the Exchange Act in order to correct an error that is material to the previously-issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period. A copy of the Clawback Policy has been filed herewith, as exhibit 99.1. Â Insider Trading Policies Â We have adopted an insider trading policy governing the purchase, sale, and other dispositions of our securities by directors, senior management, and employees. A copy of the Insider Trading Policy has been filed herewith, as exhibit 99.2. Â Code of Ethics Â We have adopted a code of ethics and conduct applicable to all of our directors, officers, employees and all persons performing similar functions. A copy of that code is attached as Exhibit 14.1 to the registration statement of which this prospectus forms a part thereof. We expect that any amendments to the code, or any waivers of its requirements, will be disclosed in our public filings with the Commission. Â Corporate Governance Guidelines Â We have adopted a corporate governance guidelines that serve as a flexible framework within which our Board and its committees operate. These guidelines cover a number of areas including the size and composition of the Board, Board membership criteria and director qualifications, director responsibilities, Board agenda, roles of the chairman of the Board and Chief Executive Officer and Chief Financial Officer, meetings of independent directors, committee responsibilities and assignments, Board member access to management and independent advisors, director communications with third parties, director compensation, director orientation and continuing education, evaluation of senior management and management succession planning. A copy of our corporate governance guidelines is attached hereto as Exhibit 14.2 to the Registration Statement of which this prospectus forms a part thereof. Â 55 Â Â Involvement in Certain Legal Proceedings Â To our knowledge, except as set forth in the biography of Brian John, our directors and executive officers have not been involved in any of the following events during the past ten years: Â 1. any bankruptcy petition filed by or against such person or any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time; Â 2. any conviction in a criminal proceeding or being subject to a pending criminal proceeding (excluding traffic violations and other minor offenses); Â 3. being subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining him from or otherwise limiting his involvement in any type of business, securities or banking activities or to be associated with any person practicing in banking or securities activities; Â 4. being found by a court of competent jurisdiction in a civil action, the SEC or the Commodity Futures Trading Commission to have violated a Federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated; Â 5. being subject of, or a party to, any Federal or state judicial or administrative order, judgment decree, or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of any Federal or state securities or commodities law or regulation, any law or regulation respecting financial institutions or insurance companies, or any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or Â 6. being subject of or party to any sanction or order, not subsequently reversed, suspended, or vacated, of any self-regulatory organization, any registered entity or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member. Â Section 16(a) Beneficial Ownership Compliance Â Based solely upon a review of copies of such forms filed on Forms 3, 4 and 5, and amendments thereto furnished to us, we believe that as of the date of this Report, our executive officers, directors and greater than 10 percent beneficial owners have complied on a timely basis with all Section 16(a) filing requirements, except Messrs. David Long, Richard Pascu, Danielle De Rosa and David Sandler did not file Form 3s upon their employment or appointment to the Board and the Company, as applicable. Â 56 Â Â EXECUTIVE COMPENSATION Â No compensation was paid to our principal executive officer and our two other most highly compensated executive officers during the fiscal years indicated below. Â Name and Principal PositionÂ YearÂ Salary ($)Â Â Bonus ($)Â Â Stock Awards ($)Â Â Option Awards ($)(2) Â Â All Other Compensation ($)(4)Â Â Total Compensation ($)Â Brian S. John(1) Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Former Chief Executive OfficerÂ 2023Â $298,958Â Â $159,000Â Â $-Â Â $Â Â Â Â Â Â Â Â Â Â Â $25,000Â $477,958Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Jarrett Boon(2) Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Chief Executive OfficerÂ 2024Â $150,000Â Â $-Â Â $-Â Â $-Â Â $-Â Â $150,000Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Jordan Schur(3)Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â PresidentÂ 2024Â $245,000Â Â $-Â Â $-Â Â $-Â Â $-Â Â $245,000Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Dr. Glynn Wilson(4)Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Former Chairman of the Board and Former Chief Science OfficerÂ 2023Â $179,375Â Â $-Â Â $-Â Â $-Â Â $25,000Â Â $204375Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Markita Russell(5) Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Former Chief Financial OfficerÂ 2023Â $93,750Â Â $29.250Â Â $-Â Â $-Â Â $-Â Â $123,000Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Danielle DeRosa(6)(7)Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Chief Financial OfficerÂ 2024Â $145,833Â Â $-Â Â $-Â Â $-Â Â $101,742Â Â $247,576Â Â Â 1. Mr. John was appointed as Chief Executive Officer on October 28, 2018. On February 28, 2024, Mr. John resigned from his positions as Chief Executive Officer and as a member of the Board. Such resignations were not the result of any disagreement with the Company, the Board, or management, or any matter relating to the Companyâ€™s operations, policies or practices. Mr. John resigned from the Board on February 28, 2024. Â 2. In 2024, stock options of 1,250,000 were granted to Mr. Boon with an exercise price of $1.79. Â 3. In 2024, 1,050,000 stock options were granted to Mr. Schur with an exercise price of $1.96. Â 4. Dr. Wilson was appointed as a director in November 2018 and as Chairman on October 15, 2019. On March 1, 2024, Dr. Wilson resigned his position from the Board and his role as Chairman of the Board. Mr. John Gulyas assumed the position of Chairman of the Board. On March 1, 2024, Dr. Wilson resigned from the Board and his position as Chairman of the Board. Â 5. On February 27, 2024, Ms. Russell resigned from her position as Chief Financial Officer of the Company. Â 6. In 2024, 200,000 stock options were granted to Ms. DeRosa with an exercise price of $1.57. Â 7. In 2024, Ms. DeRosa was paid $101,742 on a contractual basis. Â Employment Agreements with Named Officers Â On December 16, 2024, the Company entered into an employment agreement with John Gulyas (â€œGulyas Agreementâ€), pursuant to which Mr. Gulyas will serve as the Companyâ€™s Executive Chairman of the board of directors. The Agreement provides for (A) a $300,000 annual base salary paid in equal installments on the Companyâ€™s regular pay dates no less frequently than bi-monthly, (B) a restricted stock award of 1,000,000 shares of Companyâ€™s common stock fully vested as of the date therein, (C) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $500,000 for Q1 and Q2 of 2025, (D) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $1,000,000 for Q3 and Q4 of 2025, and (E) other customary employee benefits. The Gulyas Agreement is filed herein as Exhibit 10.37. Â On December 16, 2024, the Company entered into an employment agreement with Jordon Schur (the â€œSchur Agreementâ€), pursuant to which Mr. Schur will serve as the Companyâ€™s President. The Agreement provides for (A) a $300,000 annual base salary paid in equal installments on the Companyâ€™s regular pay dates no less frequently than bi-monthly, (B) a restricted stock award of 1,000,000 shares of Companyâ€™s common stock fully vested as of the date therein, (C) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $500,000 for Q1 and Q2 of 2025, (D) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $1,000,000 for Q3 and Q4 of 2025, and (E) other customary employee benefits. The Schur Agreement is filed as Exhibit 10.38. Â On December 16, 2024, the Company entered into an employment agreement with Jarrett Boon (the â€œBoon Agreementâ€), pursuant to which Mr. Boon will serve as the Companyâ€™s Chief Executive Officer. The Agreement provides for (A) a $300,000 annual base salary paid in equal installments on the Companyâ€™s regular pay dates no less frequently than bi-monthly, (B) a restricted stock award of 1,000,000 shares of Companyâ€™s common stock fully vested as of the date therein, (C) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $500,000 for Q1 and Q2 of 2025, (D) an incentive bonus of $100,000 and 500,000 restricted shares of Companyâ€™s common stock if the Company achieves a combined revenue of $1,000,000 for Q3 and Q4 of 2025, and (E) other customary employee benefits. The Boon Agreement is filed as Exhibit 10.39. Â 57 Â Â Stock Incentive Plan Â On October 31, 2023 and December 5, 2023, our Board of Directors and majority shareholders, respectively, approved the Safety Shot, Inc. 2023 Equity Incentive Plan (the â€œ2023 Planâ€), to be administered by our Compensation Committee. Pursuant to the 2023 Plan, we are authorized to grant options and other equity awards to officers, directors, employees and consultants. The purchase price of each share of common stock purchasable under an award issued pursuant to the 2023 Plan, shall be determined by our Compensation Committee, in its sole discretion, at the time of grant, but shall not be less than 100% of the fair market of such share of common stock on the date the award is granted, subject to adjustment. Our Compensation Committee shall also have sole authority to set the terms of all awards at the time of the grant. Pursuant to the 2023 Plan, a maximum of 7,000,000 shares of our common stock shall be set aside and reserved for issuance, subject to adjustments as may be required in accordance with the terms of the 2023 Plan. Â On September 14, 2022, and December 22, 2022, our Board of Directors and majority shareholders, respectively, approved the Safety Shot, Inc. 2022 Equity Incentive Plan (the â€œ2022 Planâ€), to be administered by the our Compensation Committee. Pursuant to the 2022 Plan, we are authorized to grant options and other equity awards to officers, directors, employees and consultants. The purchase price of each share of common stock purchasable under an award issued pursuant to the 2022 Plan, shall be determined by our Compensation Committee, in its sole discretion, at the time of grant, but shall not be less than 100% of the fair market of such share of common stock on the date the award is granted, subject to adjustment. Our Compensation Committee shall also have sole authority to set the terms of all awards at the time of grant. Pursuant to the 2022 Plan, a maximum of 4,000,000 shares of our common stock shall be set aside and reserved for issuance, subject to adjustments as may be required in accordance with the terms of the 2022 Plan. Â On December 30, 2022, the Company, in connection with the 2022 Plan, granted the directors and officers of the Company options to purchase shares of common stock. The table below shows the options granted to each director and officers, and their respective terms. Â NameÂ OptionsÂ Â Exercise PriceÂ Â Term Brian S JohnÂ Â 1,050,000Â Â $0.836Â Â Five years from the grant date Dr. Glynn WilsonÂ Â 1,050,000Â Â $0.7600Â Â Five years from the grant date Doug McKinnonÂ Â 500,000Â Â $0.7600Â Â Five years from the grant date Christopher MeltonÂ Â 50,000Â Â $0.7600Â Â Five years from the grant date Dr. Skander FaniÂ Â 50,000Â Â $0.7600Â Â Five years from the grant date Nancy Torres KauffmanÂ Â 50,000Â Â $0.7600Â Â Five years from the grant date Gary HermannÂ Â 50,000Â Â $0.7600Â Â Five years from the grant date Â In addition to the directors and officers, on December 30, 2022, the Company granted 100,000 options to purchase shares of common stock, at an exercise price of $0.7600 and a five year term, to Mesers. Markita Russell, Paul Jones and Zachary Greave, each. The Company also granted 50,000 options to purchase shares of common stock, at an exercise price of $0.7600 and a five year term, to each of Mesers. Michelle Basantes, George Hall, and Dr. Hector Alia. Â Subsequent to December 31, 2023, Mr. Guylas and Mr. Boon each purchased 1,050,000 of the above referenced options each from Mr. John and Dr. Wilson. Â Outstanding Equity Awards at Fiscal Year-End Â There were no equity awards granted for the years ended December 31, 2023 and 2022. Â 58 Â Â Director Compensation Â The following table sets forth the amounts paid to Directors during the years ended December 31, 2023 and 2022. Â DirectorsÂ 2023Â Â 2022Â Brian JohnÂ $25,000Â Â Â -Â Dr. Skender Fani (former)Â $25,000Â Â Â 20,000Â Glynn Wilson (former)Â $25,000Â Â Â -Â Hector Alila (former)Â $25,000Â Â Â 20,000Â Nancy Torres KaufmanÂ $25,000Â Â Â 20,000Â Christopher MeltonÂ $25,000Â Â Â 20,000Â Gary Herman (former)Â $25,000Â Â Â 20,000Â Â Â $175,000Â Â Â 100,000Â Â Agreements with Directors Â On July 29, 2019 (the â€œMelton Execution Dateâ€), we entered into an independent directorâ€™s agreement with Christopher Melton, pursuant to which Mr. Melton shall serve as one of our directors and our Audit Committee Chairperson (the â€œMelton Agreementâ€). Pursuant to the Melton Agreement, we shall pay Mr. Melton $1,000 per quarter, per annum. Additionally, we shall issue to Mr. Melton an option to purchase 33,000 shares of our common stock on the Melton Execution Date and for each additional year Mr. Melton serves as a director (the â€œMelton Optionsâ€). The Melton Options shall have a three (3) year term and an exercise price of $0.25 per share and shall be issued on each anniversary date of his election. Â On January 20, 2021 (the â€œKaufman Execution Dateâ€), we entered into an independent directorâ€™s agreement with Nancy Torres Kaufman, pursuant to which Ms. Kaufman shall serve as one of our directors and one of our audit committee members (the â€œKaufman Agreementâ€). Pursuant to the Kaufman Agreement, we shall pay to Ms. Kaufman as directorâ€™s fee of $20,000 per annum. Additionally, we issued to Ms. Kaufman an option to purchase 20,000 shares of our common stock on the Kaufman Execution Date and for each additional year she serves as a director (the â€œKaufman Optionsâ€). The Kaufman Options shall have a three (3) year term, an exercise price equal to the current market price of the Companyâ€™s common stock on the date of issuance, and shall be issued on each anniversary date of her election. Â On December 5, 2023, (the â€œPascucci Execution Dateâ€), we entered into an independent directorâ€™s agreement with Richard Pascucci, pursuant to which Mr. Pascucci shall serve as one of our directors (the â€œPascucci Agreementâ€). Pursuant to the Pascucci Agreement, we shall pay Mr. Pascucci $25,000 per annum. Additionally, we shall issue to Mr. Pascucci an option to purchase 20,000 shares of our common stock on the Richard Execution Date and for each additional year Mr. Pascucci serves as a director (the â€œPascucci Optionsâ€). The Pascucci Options shall have a three (3) year term and an exercise price of the closing market price of the date of issuance and shall be issued on the first date of each anniversary. Â On March 7, 2024, the Company entered into a directorâ€™s agreement with Mr. Schur (the â€œJordon Agreementâ€). Pursuant to the Jordon Agreement, Mr. Schur is entitled to an annual salary of $25,000 per-annum, payable bi-monthly, and option to purchase 50,000 shares of common stock for each year he serves as a member of the Board, with an exercise price of the current market price of the Companyâ€™s common stock at time of issuance. The options shall expire 3 years after the date of issuance and shall be subject to the terms and conditions of the stock award agreement to be entered into by and between the Company and Mr. Schur. Â 59 Â Â CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONSÂ Â Fiscal Year Ending on December 31, 2024 Â On September 24, 2024, the Company entered into that certain Separation and Exchange Agreement with Caring Brands, Inc., a Nevada corporation (â€œCB Nevadaâ€), Caring Brands, Inc, a Florida corporation (â€œCB Floridaâ€) and Brian S. John, as the representative of the shareholders of CB Florida (the â€œRepresentativeâ€). The Company, along with the other shareholders of CB, exchanged 100% of the issued and outstanding shares of common stock of CB Florida (the â€œExchangeâ€) for the CB Nevada shares of common stock, including the 3,000,000 shares of CB Nevada common stock received by the Company. Pursuant to the Separation Agreement, the Companyâ€™s business segment that creates and sells innovative wellness consumer products industries (the â€œCB Businessâ€) along with the assets, intellectual property and liabilities related thereto were transferred to CB Nevada. The Separation Agreement is filed herein as Exhibit 10.38. Â Core 4 Capital Corp. Stock Purchases Â On August 30, 2024, the Company entered into a Securities Purchase Agreement with one accredited investor for the purchase of (i) 3,370,787 shares of the Companyâ€™s common stock at a price of $0.89 per share which was the closing price on August 29, 2024; and (ii) 3,370,787 warrants to purchase shares of common stock at a price of $0.125 per warrant. These warrants are exercisable for a period of five years from the date of issuance and have an exercise price of $0.89. The Companyâ€™s President, Jordan Schur, is a 15% owner of the Investor, but is not an officer or director of such Investor. Other shareholders of the Investor are also members of Mr. Schurâ€™s immediate family (but not dependents). The Company did not pay any commissions in connection with this offering and expects net proceeds of approximately $3,421,348 from the offering. Â On June 27, 2024, the Company entered into a Securities Purchase Agreement with Core 4 Capital Corp. for the purchase of 943,396 shares of common stock of the Company at a price of $1.06 per share, which was the closing price on June 27, 2024). The Company paid no commissions in connection with this securities purchase and the net proceeds were approximately $1,000,000. Â On April 4, 2024, the Company entered into a Securities Purchase Agreement with Core 4 Capital Corp. for the purchase of 2,369,668 shares of the Companyâ€™s common stock to Core 4 Capital Corp. at a price of $2.11 per share, which was the closing price on April 4, 2024. The Company paid no commissions in connection with this securities purchase and net proceeds thereto were approximately $4,975,000. Â Fiscal Year Ending on December 31, 2023 Â During the nine months ended September 30, 2023, the Company sold 256,637 ChiJet shares for a realized gain of $216,664. Â At September 30, 2023, the Company held 1,292,297 common shares of Chijet, which were considered trading securities and are categorized as marketable securities on the balance sheet. At September 30, 2023 these shares had a combined fair market value of $2,281,074 and had a combined unrealized loss of $356,359 which is included in other income. Â JWAC filed a Current Report on Form 8-K filed with the Securities Exchange Commission on May 2, 2023. JWACâ€™s stockholders approved JWACâ€™s business combination with Chijet Inc. and its affiliates including Chijet Motor Company Inc. (collectively, â€œChijetâ€), at its Special Meeting of Stockholders held on May 2, 2023 and closed the transaction on June 1, 2023. As a result, on June 27, 2023, the Company received a total of 1,662,434 shares of restricted common stock of Chijet (Nasdaq: CJET) in exchange for its loans. In August 2023, the Company received 96,000 additional shares ChiJet due to downside protection clauses in the business combination agreements. Â In May 2023, the Company purchased 48,000 shares of JWAC (now Chijet) common stock for $508,800 and in September 2023, the Company purchased an additional 10,000, shares for $14,332. Â Fiscal Year Ending on December 31, 2022 Â At December 31, 2022, the Company had invested $2,908,300 in Jupiter Wellness Sponsor LLC (â€œJWSLâ€), a limited liability company formed for the purpose of sponsorship of Jupiter Wellness Acquisition Corp. (â€œJWACâ€), a special purpose acquisition company (â€œSPACâ€) and a unconsolidated subsidiary. Mr. Brian John, then our CEO, was the managing member of JWSL and Chief Executive Officer of JWAC. Â At December 31, 2022, the Company had an outstanding unsecured, non-interest bearing loan receivable balance of $1,482,673 from SRM Entertainment, Ltd, its wholly owned subsidiary. On September 1, 2022, the loan was converted to a six percent (6%) interest-bearing promissory note due on the earlier of: (i) September 30, 2023 or (ii) the date on which the Company consummates an initial public offering of its securities. During the nine months ended September 30, 2023, the Company accrued $55,847 interest expense on this promissory note. The total balance of $1,538,520 ($1,482,673 note and $55,847 interest) due to the Company was paid from proceeds of SRMâ€™s initial public offering on August 14, 2023. Â On December 9, 2022, the Company entered into a stock exchange agreement (the â€œSRM Exchange Agreementâ€) with SRM Entertainment, Inc. (â€œSRMâ€) to govern the separation of SRM from the Company. On May 26, 2023, the Company amended and restated the SRM Exchange Agreement (the â€œAmended and Restated Exchange Agreementâ€) to include additional information regarding the distribution and the separation of SRM the Company. The separation, as set forth in the Amended and Restated Exchange Agreement with Jupiter, closed on August 14, 2023. Pursuant to the Amended and Restated Exchange Agreement, on May 31, 2023, SRM issued to the Company 6,500,000 shares of SRM common stock (representing 79.3% of SRMâ€™s outstanding shares of common stock) in exchange for 2 ordinary shares of SRM Ltd owned by the Company (representing all of the issued and outstanding ordinary shares of SRM) (the â€œShare Exchangeâ€). On August 14, 2023, SRM consummated its initial public offering, pursuant to which SRM sold 1,250,000 shares of its common stock at a price of $5.00 per share. In connection with the Share Exchange and SRMâ€™s initial public offering, the Company distributed 2,000,000 shares of SRMâ€™s common stock to the Companyâ€™s stockholders and certain warrant holders (out of the 6.5 million shares issued in May 2023) which occurred on the effective date of the registration statement for SRMâ€™s initial public offering but prior to the closing of the initial public offering. Following such distribution, the Company owns 4.5 million of the 9,450,000 shares of common stock outstanding and SRM is now a minority owned subsidiary of the Company. Â In connection with the acquisition of the assets related to the Safety Shot Beverage in August 2023, the Company issued GBB Drink Labs, Inc. a total of 5,000,000 shares of its common stock. Messrs. Gulyas and Boon each received 1,657,000 shares based on their respective ownership of GBB Drink Labs, Inc. Mr. Gulyas is now a director and Chairman of the Company and Mr. Boon is a director and Chief Executive Officer. Â PRINCIPAL STOCKHOLDERS Â The following table sets forth information regarding the beneficial ownership of shares of our Common Stock as of January 30, 2025 by: Â â—each person known by us to be the beneficial owner of more than 5% of our Common Stock; Â â—each person who is a named executive officer or director of the Company; and Â â—all executive officers and directors of the Company, as a group. Â Beneficial ownership is determined in accordance with the rules and regulations of the SEC. A person is a â€œbeneficial ownerâ€ of a security if that person has or shares â€œvoting power,â€ which includes the power to vote or to direct the voting of the security, or â€œinvestment power,â€ which includes the power to dispose of or to direct the disposition of the security, or has the right to acquire such powers within 60 days. Â The beneficial ownership of shares of common stock is calculated based on 79,840,127 shares of common stock, which includes 67,858,340 shares of Common Stock issued and outstanding, stock options of 8,611,000 held by beneficial owners and warrants of 3,370,787 held by a beneficial owner as of January 30, 2025. Â Unless otherwise noted in the footnotes to the following table, and subject to applicable community property laws, the persons and entities named in the table have sole voting and investment power with respect to their beneficially owned Common Stock. Â Â Â Shares ofÂ Â % of Shares ofÂ Â Â Common StockÂ Â Common StockÂ Â Â BeneficiallyÂ Â BeneficiallyÂ Name of Beneficial OwnerÂ OwnedÂ Â OwnedÂ Directors and Officers:Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Jordan SchurÂ PresidentÂ Â 1,050,000Â Â Â 1.32% Â Â Â Â Â Â Â Â Â Danielle De RosaÂ Â Â Â Â Â Â Chief Financial OfficerÂ Â 200,000Â Â Â 0.25% Â Â Â Â Â Â Â Â Â Jarrett Boon Â Â Â Â Â Â Â Â Chief Operating OfficerÂ Â 4,917,000Â Â Â 6.16% Â Â Â Â Â Â Â Â Â John Gulyas Â Â Â Â Â Â Â Chairman and DirectorÂ Â 4,867,667Â Â Â 6.1% Â Â Â Â Â Â Â Â Â Richard PascucciÂ Â Â Â Â Â Â DirectorÂ Â 120,000Â Â Â 0.15% Â Â Â Â Â Â Â Â Â David J. LongÂ Â Â Â Â Â Â Â DirectorÂ Â 150,000Â Â Â 0.19% Â Â Â Â Â Â Â Â Â David SandlerÂ Â Â Â Â Â Â Â Chief Operating OfficerÂ Â 750,000Â Â Â 0.98% Â Â Â Â Â Â Â Â Â Christopher MeltonÂ Â Â Â Â Â Â Â DirectorÂ Â 141,000Â Â Â 0.18% Â Â Â Â Â Â Â Â Â All officers and directors (8 persons)Â Â 12,195,667Â Â Â 15.28% Â 60 Â Â SELLING STOCKHOLDERS Â This prospectus relates to the possible resale by the Selling Stockholders from time to time of up to an aggregate of 23,985,404 shares of our common stock. When we refer to the â€œSelling Stockholdersâ€ in this prospectus, we mean the stockholder listed in the table below and the donees, pledgees, transferees, assignees or other successors-in-interest and others who later come to hold any of the Selling Stockholdersâ€™ interest in shares of our common stock covered by this prospectus. Â The following table sets forth, as of the date of this prospectus, the name of the Selling Stockholders and the aggregate amount of shares of common stock that the Selling Stockholders may offer pursuant to this prospectus. Information with respect to beneficial ownership is based on information obtained from such Selling Stockholders and publicly available information. Information with respect to shares beneficially owned after the offering assumes the sale of all of the shares offered and no other purchases or sales of common stock. Â Â Name of Selling StockholdersÂ Number of shares of Common Stock Owned Prior to OfferingÂ Â Maximum Number of shares of Common Stock to be Sold Pursuant to this ProspectusÂ Â Number of shares of Common Stock Owned After OfferingÂ Biggar Capital, LLC(3)Â Â 21,987,971(1)Â Â 21,957,764(2)Â Â 30,207Â Intracoastal Capital, LLC(4)Â Â 1,965,982(5)Â Â 1,927,640Â Â Â 38,342(4) Â (1) Includes shares of common stock underlying the Biggar Notes and issuable upon the exercise of the Biggar Warrants, and shares of common stock beneficially owned by Biggar Capital, LLC prior to this Offering. (2) Includes shares of common stock underlying the Biggar Notes and issuable upon the exercise of the Biggar Warrants. (3) ___ is the principal of Biggar Capital, LLC, has voting control and investment discretion over the securities reported herein that are held by Intracoastal Capital, LLC.Â (4) Mitchell P. Kopin (â€œMr. Kopinâ€) and Daniel B. Asher (â€œMr. Asherâ€), each of whom are managers of Intracoastal Capital LLC, have shared voting control and investment discretion over the securities reported herein that are held by Intracoastal Capital. As a result, each of Mr. Kopin and Mr. Asher may be deemed to have beneficial ownership (as determined under Section 13(d) of the Exchange Act of the securities reported herein that are held by Intracoastal Capital. (5) Includes shares underlying warrants previously issued to Intracoastal Capital. Â DESCRIPTION OF SECURITIES Â The following description of the Companyâ€™s capital stock is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to the Companyâ€™s Amended and Restated Certificate of Incorporation and Amended and Restated By-laws, copies of which are incorporated by reference as exhibits to the registration statement of which this prospectus is a part. Â Authorized Capital Â Our authorized capital stock consists of 250,000,000 shares of common stock, par value $0.001 per share, and 100,000 shares of preferred stock, par value $0.001 per share. Â Common Stock Â Common stock outstanding Â As of January 30, 2025, there were 67,858,340 shares of our common stock outstanding. Â Voting rights Â Subject to the rights granted to holders of any preferred stock issued by us, each share of common stock entitles the holder to one vote, either in person or by proxy, at meetings of stockholders. The holders are not permitted to vote their shares cumulatively. Â 61 Â Â Dividend rights Â Subject to the rights granted to holders of any preferred stock issued by us, holders of common stock are entitled to receive ratably such dividends, if any, as may be declared by the Board out of funds legally available. Â Rights upon liquidation Â Subject to the rights granted to holders of any preferred stock issued by us, upon our liquidation, dissolution or winding up, the holders of our common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities. Â Other rights Â Holders of our common stock do not have any pre-emptive rights or other subscription rights, conversion rights, redemption or sinking fund provisions. Â Preferred Stock Â Under the terms of our second amended and restated certificate of incorporation, our Board is authorized to issue shares of preferred stock in one or more series without stockholder approval. Our Board has the discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred stock. Â The purpose of authorizing our Board to issue preferred stock and determination its rights and preferences is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions, future financings and other corporate purposes, could have the effect of making it more difficult for a third party to acquire, or could discourage a third party from seeking to acquire, a majority of our outstanding voting stock. Â Warrants Â During 2020, the Company issued a total of 1,123,333 warrants, with each warrant to purchase one share of common stock, consisting of 1,073,333 warrants issued in connection with the Companyâ€™s initial public offering at an exercise price of $8.50 per share, expiring in October 2025, and 50,000 warrants issued in connection with the Endorsement Agreement with Tee-2-Green at an exercise price of $3.90, expiring in November 2025. Â During 2021, the Company issued 525,001 warrants in relation to loans amounting to $3,150,000 to the Company issued by the investors. As of the date of this prospectus there are 1,648,334 warrants outstanding. The exercise price of these warrants was later adjusted to $0.93 per share. In addition, the Company issued 11,607,142 warrants to purchase common stock of the under public offering on July 21, 2021. These are the warrants for which the underlying shares are being re-registered hereunder. The exercise price of these warrants was later adjusted to $1.40 per share. Â During the year ended December 31, 2022, the Company issued a total of 2,260,000 warrants with an exercise price of between $1.00 and $2.79 and five year terms in connection with two convertible promissory notes of which 1,200,000 were exercised in September 2023. During 2021 in connection with the issuance of three convertible promissory notes, the Company issued 525,000 warrants with an exercise price of $6.00 and five-year term. The exercise price of all of these warrants was later adjusted to $0.93 per share with the exception of 25,000 warrants which remain at $6.00 per share. Â On January 20, 2025, the Company entered into the Biggar Settlement Agreement, pursuant to which, amongst other things, the Company agreed to exchange the 1,650,050 warrants held by Bigger Capital for a total of 5,332,889 warrants exercisable for $0.43 (the latter warrants, the â€œBiggar Warrantsâ€). The Biggar Warrants contain customary adjustment provisions and representation and warranties. The Biggar Warrants are exercisable for a five year period following their issuance date. The Biggar Warrants are filed herein as Exhibit 4.7. Â 62 Â Â Options Â During 2020, certain Directors and a consultant were granted stock options to purchase a total of 211,330 additional shares of the Companyâ€™s common stock. The options have a three-year term with an exercise price between $0.25 and $4.49. The relative fair value of the 2020 options using the Black-Scholes valuation model totals $251,526. Â During the year ended December 31, 2021, the Company issued a total of 4,383,950 options with an exercise price between $0.25 and $5.59 each with a three-year term to its Officers and Directors. The relative fair value of the 2021 options using the Black-Scholes valuation model totals $5,043,730. Â On December 30, 2022, the Company, in connection with the 2022 Equity Incentive Plan, granted the directors and officers of the Company options to purchase shares of common stock. The table below shows the options granted to each director and officers, and their respective terms. Â NameÂ OptionsÂ Â Exercise PriceÂ Â Term Brian S JohnÂ Â 1,050,000Â Â $0.836Â Â Five years from the grant date Dr. Glynn WilsonÂ Â 1,050,000Â Â $0.7600Â Â Five years from the grant date Doug McKinnonÂ Â 500,000Â Â $0.7600Â Â Five years from the grant date Christopher MeltonÂ Â 50,000Â Â $0.7600Â Â Five years from the grant date Dr. Skander FaniÂ Â 50,000Â Â $0.7600Â Â Five years from the grant date Nancy Torres KauffmanÂ Â 50,000Â Â $0.7600Â Â Five years from the grant date Gary HermannÂ Â 50,000Â Â $0.7600Â Â Five years from the grant date Â In addition to the directors and officers, on December 30, 2022, the Company granted 100,000 options to purchase shares of common stock, at an exercise price of $0.7600 and a five year term, to Mesers. Markita Russell, Paul Jones and Zachary Greave, each. The company also granted 50,000 options to purchase shares of common stock, at an exercise price of $0.7600 and a five year term, to Mesers. Michelle Basantes, George Hall, and Dr. Hector Alia. Â During the year ended December 31, 2022 the Company entered into an Investor Relations Consulting Agreement under the terms of which the Company issued 300,000 two-year options, immediately vested, with an exercise price of $1.00. The Company recorded an expense of $142,169 in connection with this issuance. Â The fair value of these warrants was measured using the Black-Scholes valuation model at the grant date. The table below sets forth the assumptions for Black-Scholes valuation model on the respective reporting date. Â ReportingÂ Number ofÂ Â TermÂ Â ExerciseÂ Â Market Price on GrantÂ Â VolatilityÂ Â FairÂ DateÂ OptionsÂ Â (Years)Â Â PriceÂ Â DateÂ Â PercentageÂ Â ValueÂ 7/10 â€“ 8/1/23Â Â 450,000Â Â Â 3 - 5Â Â $0.46-1.13Â Â $0.46-1.13Â Â Â 158-160%Â $271,547Â 1/17 â€“ 3/27/24Â Â 4,745,000Â Â Â 5 - 10Â Â $2.19-2.37Â Â $2.19-2.37Â Â Â 155-162%Â $10,278,150Â 1/16 â€“ 3/11/24Â Â 5,420,000Â Â Â 2.5Â Â $1.57-1.96Â Â $1.57-1.96Â Â Â 119-121%Â $6,633,848Â 6/14 â€“ 6/14/24Â Â 75,000Â Â Â 5Â Â $1.17Â Â $1.17Â Â Â 155%Â $81,186Â 5/16 â€“ 6/26/24Â Â 135,000Â Â Â 2.5Â Â $1.06-1.44Â Â $1.06-1.44Â Â Â 120%Â $100,765Â 09/10 â€“ 09/1/24Â Â 300,000Â Â Â 5Â Â $1.00Â Â $.928Â Â Â 158%Â $278,526Â Â During the year ended December 31, 2022, the Company cancelled a total of 211,000 options to management and reallocated these to cover shares of the Companyâ€™s stock to be issued under the Companyâ€™s Incentive Stock Plan. Â During the year ended December 31, 2022, the Company recognized $2,048,270 as compensation expense related to the option grants. At December 31, 2022 and 2021, the Company had 8,134,280 and 4,584,280 options outstanding, respectively. Â 63 Â Â During the year ended December 31, 2023, the Company entered into five employment and director agreements under the terms of which the Company issued 400,000 five-year options, with quarterly vesting, with an exercise price between $0.49 and $1.13 and 50,000 three-year options, immediately vesting with an exercise price of $0.46. The total fair value of the options was $202,638. The fair value of the options is being amortized over the vesting period. The Company recognized $39,444 expense for the year ended December 31, 2023. Â Subsequent to December 31, 2023, Mr. Guylas and Mr. Boon each purchased 1,050,000 of the above referenced options each from Mr. John and Dr. Wilson. Â During the nine months ended September 30, 2024, the Company entered into nine consulting agreements under the terms of which the Company issued 5,120,000 options with vesting periods from immediate to one year with an exercise price between $1.00 and $2.37 and terms from five to ten years. The total fair value of the options totals $10,637,862. The Company recognized $6,585,000 expense for the nine months ended September 30, 2024. Â Also during the nine months ended September 30, 2024, the Company granted 5,555,000 options to officers, director and employees of the Company. These options have vesting periods from immediate to three years with an exercise price between $1.06 and $2.01 and terms of five years. The total fair value of the options totals $6,734,614. The Company recognized $6,202,291 expense for the nine months ended September 30, 2024. Â On September 6, 2024, the Company issued entered into a stock option agreement (the â€œWBC Agreementâ€) with Wall and Broad Capital, LLC, a Florida limited liability company (â€œWBCâ€), pursuant to which the Company issued WBC 300,000 options to purchase Companyâ€™s shares of common stock (the â€œOptionsâ€) with an exercise price of $1.00 per share. A copy of the WBC Agreement is filed herein as Exhibit 10.21. Â 2023 Private Placement of Warrants Â On January 19, 2023, the Company entered into the PIPE Agreement with certain purchasers, for the issuance of 8,631,574 common stock warrants comprising of two common stock warrants, each to purchase up to one share of Common Stock per Common Warrant with an exercise price of $1.00 per share, with (a) 4,315,787 warrants being immediately exercisable for two and one-half years following 6 months from the closing of the PIPE Offering, and (b) 4,315,787 warrants being immediately exercisable for four and one-half years following 6 months from the closing of the PIPE Offering. As a result of the spin off of SRM, these exercise price of these warrants adjusted to $0.93 per share and the amount of warrants adjusted to an aggregate of 9,218,521 warrants. Â 64 Â Â Pursuant to the PIPE Agreements, registration rights agreement and the Warrants we agreed to file a registration statement and to cause such registration statement to become effective as promptly as practicable after filing, and are required to cause such registration statement to remain effective until the Common Stock offered hereby have been sold or may be freely sold without limitations or restrictions as to volume or manner of sale pursuant to Rule 144 under the Securities Act. That registration statement became effective on July 3, 2023. Â The entire discussion regarding the securities PIPE Agreements, registration rights agreement and related agreements is qualified in its entirety to the forms of such agreements which have been filed as exhibits to our Current Report on Form 8-K, filed with the SEC on January 25, 2023 which are incorporated by reference into the registration statement to which this prospectus forms a part. Â In addition to the warrants related to the PIPE Agreements, During the year ended December 31, 2023, the Company entered into four Investor Relations Consulting Agreements under the terms of which the Company issued a total of 1,000,000 five-year warrants, with an exercise price between $1.00 and $6.00. Â 2024 Private Placements Â On September 20, 2024, the Company entered into a Securities Purchase Agreement with one accredited investor for the purchase of 448,029 shares of common stock, which resulted in gross proceeds of $500,000 at a price of $1.12 per share, which reflects a 10% discount from the closing price of the common stock on September 20, 2024. Â On August 30, 2024, the Company entered into a Securities Purchase Agreement with one accredited investor for the purchase of (i) 3,370,787 shares at a price of $0.89 per share, which was the closing price on August 29, 2024; and (ii) 3,370,787 warrants to purchase shares of common stock at a price of $0.125 per warrant. These warrants are exercisable for a period of five years from the date of issuance and have an exercise price of $1.25 per share. Â Biggar Warrants Â Pursuant to the Biggar Settlement Agreement, the Company agreed to exchange the 1,650,050 warrants held by Bigger Capital for a total of 5,332,889 warrants exercisable for $0.43 (the latter warrants, the â€œBiggar Warrantsâ€). The Biggar Warrants contain customary adjustment provisions and representation and warranties. The Biggar Warrants are exercisable for a five year period following their issuance date. Â Biggar Notes Â On January 20, 2025, the Company entered into the Biggar Settlement Agreement. In exchange for a resolution to all issues and claims that relate to the previously filed action against the Company in the Supreme Court of the State of New York, New York County, Index No. 65018/2024. Pursuant to the Biggar Settlement Agreement, the Company agreed to pay or issue to Bigger Capital the following: (i) pay Bigger Capital $375,000; (ii) issue a secured convertible note in the principal amount of $1.75 million maturing on December 31, 2026 (the â€œSecured Convertible Biggar Noteâ€); (iii) a convertible note in the principal amount of $3.5 million maturing June 30, 2025 (the â€œConvertible Biggar Note,â€ and, together with the Secured Convertible Biggar Note, the â€œBiggar Notesâ€); and (iv) 5,332,889 shares of common stock issuable upon the exercise of common stock purchase warrants to purchase shares of common stock of the Company at an exercise price of $0.4348 per share (the â€œBiggar Warrantsâ€). A significant shareholder of the Company and Bigger Capital entered into a voting agreement in favor of Bigger Capital in addition to the Biggar Settlement Agreement. The Biggar Settlement Agreement is filed herein as Exhibit 10.32. The Secured Convertible Biggar Note is filed herein as Exhibit 4.5 and the Convertible Biggar Note is filed herein as Exhibit 4.6. Â The Secured Convertible Biggar Note Â The Secured Convertible Biggar Note accrues interest on the unpaid principal amount therein at the rate of nine percent (9%) per annum from January 20, 2025 until the earlier to occur of (i) the date such unpaid principal amount is paid in full, or (ii) the date such unpaid principal amount is converted into shares of the Companyâ€™s common stock, in accordance with the terms hereof, and shall be computed on the basis of a 360-day year for the actual number of days elapsed. Interest accruing hereunder shall be paid either in cash or in shares of the common stock. Â At the option of its holder, the holder of the Secured Convertible Biggar Note may convert all or any portion of the outstanding principal amount of the Secured Convertible Biggar Note plus accrued and unpaid interest thereon, for a number of shares of common stock of the Company equal to the quotient obtained by dividing the dollar amount of such outstanding principal amount of the Secured Convertible Biggar Note plus the accrued and unpaid interest thereon being converted by the Secured Convertible Biggar Note Conversion Price (as defined below) as of the applicable conversion date. Â â€œSecured Convertible Biggar Note Conversion Priceâ€ means the lesser of (i) $0.5435 per share and (ii) the closing price of the Companyâ€™s common stock, as reflected on Nasdaq.com, immediately preceding the date of Stockholder Approval (as defined below), subject to adjustment as provided in the Secured Convertible Biggar Note. Â â€œStockholder Approvalâ€ means such approval as may be required by the applicable rules and regulations of the Nasdaq Capital Market (or any successor entity) from the stockholders of the Company with respect to the transactions contemplated under the Secured Convertible Biggar Note and the other Transaction Documents (as defined in the Secured Convertible Biggar Note), including, without limitation, the issuance of all of the shares of common stock issuable thereunder, including in an amount that would, when aggregated with (i) the number of shares issued upon any prior conversions of the Convertible Biggar Note, and (ii) the number of shares issued upon any prior exercises of the Biggar Warrant, exceed 19.99% of the issued and outstanding Common Stock on January 20, 2025, at a price less than the market value of the Companyâ€™s common stock on January 20, 2025. Â The Convertible Biggar Note Â Interest shall accrue on the unpaid principal amount of the Convertible Biggar Note at the rate of nine percent (9%) per annum from January 20, 2025 until the earlier to occur of (i) the date such unpaid principal amount is paid in full, (ii) the date such unpaid principal amount is converted into shares of the Companyâ€™s common stock, in accordance with the terms of the Convertible Biggar Note, or (iii) the date the Company otherwise satisfies its Repayment Obligation (as defined in Convertible Biggar Note) in respect of such outstanding principal amount via an Alternative Payment Method (as defined in Convertible Biggar Note). Â Upon the maturity date of the Convertible Biggar Note, at the Companyâ€™s discretion, the Company will have the option to either (i) repay the Convertible Biggar Note in full including any accrued interest, (ii) issue a $2,000,000 SAFE Note, or (iii) a $4.5 million convertible note bearing a 9% interest rate, maturing on December 31, 2027. Â At the option of its holder, the holder of the Convertible Biggar Note may convert all or any portion of the outstanding principal amount of the Convertible Biggar Note plus accrued and unpaid interest thereon, for a number of shares of common stock of the Company equal to the quotient obtained by dividing the dollar amount of such outstanding principal amount of the Convertible Biggar Note plus the accrued and unpaid interest thereon being converted by the Convertible Biggar Note Conversion Price (as defined below) as of the applicable conversion date. Â â€œConvertible Biggar Note Conversion Priceâ€ means $0.5435 per share, subject to adjustment as provided under the Convertible Biggar Note. Â The Biggar Warrants Â Pursuant to the Biggar Settlement Agreement, the Company agreed to exchange the 1,650,050 warrants held by Bigger Capital for a total of 5,332,889 warrants exercisable for $0.43 (the latter warrants, the â€œBiggar Warrantsâ€). The Biggar Warrants contain customary adjustment provisions and representation and warranties. The Biggar Warrants are exercisable for a five year period following their issuance date. Â 65 Â Â Registration Rights Â Pursuant to the Biggar Settlement Agreement, the Company shall promptly file a registration statement for shares of the Companyâ€™s Common Stock equal to 150% of the shares initially issuable upon exercise of the Biggar Notes (the â€œRegistrable Biggar Securitiesâ€), which filing shall be no later than ten (10) business days after the execution of the Settlement Agreement. The Company shall diligently take all steps necessary for the registration statement to become effective as soon as practicable and shall thereafter maintain the registration statement until the Registrable Biggar Securities are sold. Upon receiving notification from the SEC that either the registration statement relating to the Registrable Biggar Securities have received a â€œno reviewâ€ from the SEC or that the SEC has no additional comments to the registration statement, the Company will take all action necessary to ensure that the registration statement has been declared effective within two business days of either such notification. Â Anti-Takeover Effects Â Our second amended and restated certificate of incorporation and amended and restated bylaws will include a number of provisions that may have the effect of delaying, deferring or preventing a party from acquiring control of us and encouraging persons considering unsolicited tender offers or other unilateral takeover proposals to negotiate with our Board rather than pursue non-negotiated takeover attempts. The provisions include the items described below. Â Potential Effects of Authorized but Unissued Stock Â We have shares of common stock available for future issuance without stockholder approval. We may utilize these additional shares for a variety of corporate purposes, including future public offerings to raise additional capital, to facilitate corporate acquisitions or payment as a dividend on the capital stock. Â The existence of unissued and unreserved common stock and preferred stock may enable our Board to issue shares to persons friendly to current management or to issue preferred stock with terms that could render more difficult or discourage a third-party attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise, thereby protecting the continuity of our management. In addition, our Board has the discretion to determine designations, rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences of each series of preferred stock, all to the fullest extent permissible under the Delaware General Corporation Law and subject to any limitations set forth in our second amended and restated certificate of incorporation. The purpose of authorizing the Board to issue preferred stock and to determine the rights and preferences applicable to such preferred stock is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of preferred stock, while providing desirable flexibility in connection with possible financings, acquisitions and other corporate purposes, could have the effect of making it more difficult for a third party to acquire, or could discourage a third party from acquiring, a majority of our outstanding voting stock. Â Limitations of Director Liability and Indemnification of Directors, Officers and Employees Â Our second amended and restated certificate of incorporation limits the liability of directors to the maximum extent permitted by Delaware law. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for breach of their fiduciary duties as directors. Â Our amended and restated bylaws provide that we will indemnify our directors and officers to the fullest extent permitted by law, and may indemnify employees and other agents. Our amended and restated bylaws also provide that we are obligated to advance expenses incurred by a director or officer in advance of the final disposition of any action or proceeding. Â We currently do not have a policy of directorsâ€™ and officersâ€™ liability insurance but intend to obtain such a policy in the near future. Â Our amended and restated bylaws, subject to the provisions of Delaware Law, contain provisions which allow the corporation to indemnify any person against liabilities and other expenses incurred as the result of defending or administering any pending or anticipated legal issue in connection with service to us if it is determined that person acted in good faith and in a manner which he or she reasonably believed was in the best interest of the corporation. Insofar as indemnification for liabilities arising under the Securities Act of 1933 as amended, or the Securities Act, may be permitted to our directors, officers and controlling persons, we have been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. Â 66 Â Â The limitation of liability and indemnification provisions in our amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might provide a benefit to us and our stockholders. Our results of operations and financial condition may be harmed to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. Â At present, there is no pending litigation or proceeding involving any of our directors or officers as to which indemnification is required or permitted, and we are not aware of any threatened litigation or proceeding that may result in a claim for indemnification. Â Requirements for Advance Notification of Stockholder Nominations and Proposals Â Our amended and restated bylaws establish advance notice procedures with respect to stockholder proposals and nomination of candidates for election as directors. Â Limits on Special Meetings Â Special meetings may be called for any purpose and at any time by the Chairman of the Board, the President (if there be one) or by any member of the Board. Business transacted at each special meeting shall be confined to the purposes stated in the notice of such meeting. Â Election and Removal of Directors Â Our Board is elected annually by our stockholders. The number of directors that shall constitute the whole Board shall not be less than three (3) nor more than seven (7) directors. Â Directors are elected by a plurality of the votes of shares of our capital stock present in person or represented by proxy at a meeting and entitled to vote in the election of directors. Each director shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal. Â Newly created directorships resulting from any increase in the number of directors or any vacancies in the Board resulting from death, resignation, retirement, disqualification, removal from office or any other cause may be filled, so long as there is at least one remaining director, only by the Board, provided that a quorum is then in office and present, or by a majority of the directors then in office, if less than a quorum is then in office, or by the sole remaining director. Directors elected to fill a newly created directorship or other vacancies shall hold office until such directorâ€™s successor has been duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided. Â Any director may be removed from office at any time for cause, at a meeting called for that purpose, but only by the affirmative vote of the holders of at least 66-2/3% of the voting power of all outstanding shares of our capital stock entitled to vote generally in the election of directors, voting together as a single class. Â Our second amended and restated certificate of incorporation and amended and restated bylaws do not provide for cumulative voting in the election of directors. Â Amendments to Our Governing Documents Â The affirmative vote of the holders of at least 66-2/3% of the voting power of all outstanding shares of our capital stock entitled to vote generally in the election of directors, shall be required to adopt any provision inconsistent with, to amend or repeal any provision of, or to adopt a bylaw inconsistent with, Articles Two, Seven, Eight and Nine of our Second Amended and Restated Certificate of Incorporation. Â 67 Â Â Our amended and restated bylaws may be amended or repealed and new bylaws may be adopted by the stockholders and/or the Board. Any bylaws adopted, amended or repealed by the Board may be amended or repealed by the stockholders. Â Listing Â Our Common Stock and warrants are listed on Nasdaq under the symbols â€œSHOTâ€ and â€œSHOTWâ€, respectively. Â Transfer Agent, Warrant Agent and Registrar Â The transfer agent and registrar for our Common Stock offered in this Offering is ClearTrust, LLC. Â PLAN OF DISTRIBUTION Â The Selling Stockholders may, from time to time, sell any or all of their securities covered hereby on Nasdaq or any other stock exchange, market or trading facility on which the securities are traded or in private transactions. These sales may be at fixed or negotiated prices. The Selling Stockholders may use any one or more of the following methods when selling securities: Â â— ordinary brokerage transactions and transactions in which the broker dealer solicits purchasers; Â Â â— block trades in which the broker dealer will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction; Â Â â— purchases by a broker dealer as principal and resale by the broker dealer for its account; Â Â â— an exchange distribution in accordance with the rules of the applicable exchange; Â Â â— privately negotiated transactions; Â Â â— settlement of short sales; Â Â â— in transactions through broker dealers that agree with the Selling Stockholders to sell a specified number of such securities at a stipulated price per security; Â Â â— through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise; Â Â â— a combination of any such methods of sale; or Â Â â— any other method permitted pursuant to applicable law. Â The Selling Stockholders may also sell securities under Rule 144 or any other exemption from registration under the Securities Act, if available, rather than under this prospectus. Â Broker dealers engaged by the Selling Stockholders may arrange for other brokers dealers to participate in sales. Broker dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker dealer acts as agent for the purchaser of securities, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2121; and in the case of a principal transaction a markup or markdown in compliance with FINRA Rule 2121. Â In connection with the sale of the securities or interests therein, the Selling Stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the securities in the course of hedging the positions they assume. The Selling Stockholders may also sell securities short and deliver these securities to close out their short positions, or loan or pledge the securities to broker-dealers that in turn may sell these securities. The Selling Stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). Â 68 Â Â The Selling Stockholders and any broker-dealers or agents that are involved in selling the securities may be deemed to be â€œunderwritersâ€ within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the securities purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. The Selling Stockholders has informed us that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the securities. Â We are required to pay certain fees and expenses incurred by us incident to the registration of the securities. We have agreed to indemnify the Selling Stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act. Â We agreed to keep this prospectus effective until the earlier of (i) the date on which the securities may be resold by the Selling Stockholders without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for us to be in compliance with the current public information under Rule 144 under the Securities Act or any other rule of similar effect or (ii) all of the securities have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale securities will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale securities covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with. Â Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the resale securities may not simultaneously engage in market making activities with respect to the common stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of the common stock by the Selling Stockholders or any other person. We will make copies of this prospectus available to the Selling Stockholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act). Â LEGAL MATTERS Â Certain legal matters related to the securities offered by this prospectus will be passed upon on our behalf by The Sichenzia Ross Ference Carmel LLP. If legal matters in connection with offerings made pursuant to this prospectus are passed upon by counsel for the underwriters, dealers or agents, if any, such counsel will be named in the prospectus supplement relating to such offering. Â EXPERTS Â The consolidated financial statements of the Company as of December 31, 2023 and 2022 incorporated in this prospectus by reference from the Companyâ€™s Annual Report on Form 10-K for the year ended December 31, 2023 have been audited by M&K CPAS, PLLC, an independent registered public accounting firm, as stated in their report thereon, and have been incorporated by reference in this prospectus and registration statement in reliance upon such report and upon the authority of such firm as experts in accounting and auditing. Â Where you can find more information Â We file annual, quarterly and current reports, proxy statements and other information with the SEC. We have also filed a registration statement on Form S-1, including exhibits, under the Securities Act with respect to the shares of Common Stock offered by this prospectus. This prospectus is part of the registration statement, but does not contain all of the information included in the registration statement or the exhibits. Our SEC filings are available to the public on the internet at a website maintained by the SEC located at http://www.sec.gov. Those filings are also available to the public on, or accessible through, our website under the heading â€œInvestors Relationsâ€ at https://www.cust2mate.com. The information on our web site, however, is not, and should not be deemed to be, a part of this prospectus. Â 69 Â Â Safety Shot, Inc. Â Â Page Â Â Condensed Consolidated Balance Sheets as of September 30, 2024 (Unaudited) and December 31, 2023 (Audited) F-2 Condensed Consolidated Statements of Operations for the Three and Nine Months Ended September 30, 2024 and 2023 (Unaudited) F-3 Condensed Consolidated Statements of Changes in Shareholdersâ€™ Equity for the Three and Nine Months Ended September 30, 2024 and 2023 (Unaudited) F-4 Condensed Consolidated Statements of Cash Flows for the Nine Months Ended September 30, 2024 and 2023 (Unaudited) F-5 Notes to the Consolidated Financial Statements (Unaudited) F-6 Â F-1 Table of Contents Â Safety Shot, Inc. Condensed Consolidated Balance Sheets As of September 30, 2024 and December 31, 2023 Â Â Â Nine Months Ended September 30, 2024 (Unaudited)Â Â Year Ended December 31, 2023 (Audited)Â AssetsÂ Â Â Â Â Â Â Â CashÂ $1,360,401Â Â $3,833,349Â Marketable SecuritiesÂ Â 54,720Â Â Â 842,976Â InventoryÂ Â 523,591Â Â Â 795,824Â Account ReceivableÂ Â 5,231Â Â Â 5,585Â Prepaid expenses and depositsÂ Â 1,029,351Â Â Â 1,469,733Â Investment in SRM & AffiliatesÂ Â 3,000Â Â Â 657,183Â Note ReceivableÂ Â 500,000Â Â Â 86,174Â Total current assetsÂ Â 3,476,294Â Â Â 7,690,824Â Â Â Â Â Â Â Â Â Â Right of Use assetsÂ Â 346,000Â Â Â 479,027Â Intangible assets, net of amortizationÂ Â 4,450,201Â Â Â 4,511,057Â Fixed assets, net of depreciationÂ Â 102,949Â Â Â 28,272Â Total assetsÂ $8,375,444Â Â $12,709,180Â Â Â Â Â Â Â Â Â Â Liabilities and Shareholdersâ€™ EquityÂ Â Â Â Â Â Â Â Accounts payableÂ $1,266,369Â Â $1,493,809Â Convertible notesÂ Â -Â Â Â 1,500,000Â Current portion of lease liabilityÂ Â 207,689Â Â Â 214,752Â Accrued interestÂ Â -Â Â Â 269,152Â Accrued liabilitiesÂ Â 305,179Â Â Â 60,450Â Covid-19 SBA LoanÂ Â 48,181Â Â Â 48,974Â Total current liabilitiesÂ Â 1,827,418Â Â Â 3,587,137Â Â Â Â Â Â Â Â Â Â Long-term portion lease liabilityÂ Â 169,538Â Â Â 304,907Â Total liabilitiesÂ Â 1,996,956Â Â Â 3,892,044Â Â Â Â Â Â Â Â Â Â Preferred stock, $0.001 par value, 100,000 shares authorized, of which none are issued and outstandingÂ Â -Â Â Â -Â Common stock, $0.001 par value, 250,000,000 shares authorized, of which 59,482,554 and 45,634,154 shares were issued and outstanding as of September 30, 2024 and December 31, 2023Â Â 59,483Â Â Â 45,634Â Additional paid-in capitalÂ Â 105,967,868Â Â Â 73,726,987Â Common stock payableÂ Â 1,909,894Â Â Â 725,230Â Accumulated deficitsÂ Â (101,558,757)Â Â (65,680,715) Total Shareholdersâ€™ EquityÂ Â 6,378,488Â Â Â 8,817,136Â Â Â Â Â Â Â Â Â Â Total Liabilities and Shareholdersâ€™ EquityÂ $8,375,444Â Â $12,709,180Â Â The accompanying notes are an integral part of these unaudited financial statements. Â F-2 Table of Contents Â Safety Shot, Inc. Condensed Consolidated Statements of Operations For the Three and Nine Months Ended September 30, 2024 and 2023 (Unaudited) Â Â Â 2024Â Â 2023Â Â 2024Â Â 2023Â Â Â Three Months Ended September 30,Â Â Nine Months Ended September 30,Â Â Â 2024Â Â 2023Â Â 2024Â Â 2023Â RevenueÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â SalesÂ $110,213Â Â $11,877Â Â $519,793Â Â $69,968Â Cost of SalesÂ Â 402,399Â Â Â 46,438Â Â Â 2,549,099Â Â Â 97,977Â Gross profitÂ Â (292,186)Â Â (34,561)Â Â (2,029,306)Â Â (28,009) Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Operating expenseÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â General and administrative expensesÂ Â 11,348,320Â Â Â 4,090,608Â Â Â 32,923,489Â Â Â 7,040,858Â Total operating expensesÂ Â 11,348,320Â Â Â 4,090,608Â Â Â 32,923,489Â Â Â 7,040,858Â Other income / (expense)Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Interest incomeÂ Â 9,484Â Â Â 56,113Â Â Â 40,699Â Â Â 56,802Â Interest expenseÂ Â (67,404)Â Â (54,751)Â Â (252,108)Â Â (168,869) Loss on sale of marketable securitiesÂ Â -Â Â Â -Â Â Â (46,658)Â Â -Â Realized Gain/Loss on sale of stockÂ Â 68,333Â Â Â -Â Â Â 231,159Â Â Â -Â Unrecognized loss of equity investmentÂ Â -Â Â Â (726,884)Â Â -Â Â Â (726,884) Other income (expense)Â Â -Â Â Â (2,426,915)Â Â (599,155)Â Â (1,236,720) Total other income (expense)Â Â 10,413Â Â Â (3,152,437)Â Â (626,062)Â Â (2,075,671) Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Loss from operationsÂ $(11,630,093)Â $(7,277,606)Â $(35,578,858)Â $(9,144,538) Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Loss from discontinued operationsÂ Â (299,184)Â Â (460,695)Â Â (299,184)Â Â (261,528) Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Net income (loss)Â $(11,929,277)Â $(7,738,301)Â $(35,878,042)Â $(9,406,066) Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Net (loss) per share:Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â BasicÂ $(0.21)Â $(0.26)Â $(0.69)Â $(0.34) Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Weighted average number of sharesÂ Â Â Â Â Â Â Â Â Â Â Â BasicÂ Â 55,930,639Â Â Â 29,836,485Â Â Â 51,713,368Â Â Â 27,370,658Â Â The accompanying notes are an integral part of these unaudited financial statements. Â F-3 Table of Contents Â Safety Shot, Inc. Condensed Consolidated Statements of Changes in Shareholdersâ€™ Equity For the Three and Nine Months Ended September 30, 2024 and Years Ended December 31, 2023 (Unaudited) Â Â Â SharesÂ Â AmountÂ Â PayableÂ Â CapitalÂ Â DeficitsÂ Â TotalÂ Â Â Common StockÂ Â Common StockÂ Â Additional Paid inÂ Â AccumulatedÂ Â Â Â Â Â SharesÂ Â AmountÂ Â PayableÂ Â CapitalÂ Â DeficitsÂ Â TotalÂ Balance, December 31, 2022Â Â 22,338,888Â Â $22,339Â Â $477,000Â Â $53,763,929Â Â $(50,597,674)Â $3,665,594Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Shares issued in Public OfferingÂ Â 4,315,787Â Â Â 4,316Â Â Â -Â Â Â 3,446,359Â Â Â -Â Â Â 3,450,675Â Net LossÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â (1,308,174)Â Â (1,308,174) Balance, March 31, 2023Â Â 26,654,675Â Â $26,655Â Â $477,000Â Â $57,210,288Â Â $(51,905,848)Â $5,808,095Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Shares issued for servicesÂ Â 500,000Â Â Â 500Â Â Â -Â Â Â 219,500Â Â Â -Â Â Â 220,000Â Net LossÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â (359,591)Â Â (359,591) Balance, June 30, 2023Â Â 27,154,675Â Â $27,155Â Â $477,000Â Â $57,429,788Â Â $(52,265,439)Â $5,668,504Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Shares used for Stock PayableÂ Â 300,000Â Â Â 300Â Â Â (192,000)Â Â 191,700Â Â Â -Â Â Â -Â Stock payable for servicesÂ Â Â Â Â Â Â Â Â Â 113,500Â Â Â -Â Â Â -Â Â Â 113,500Â Stock payable for inducementÂ Â Â Â Â Â Â Â Â Â 326,730Â Â Â -Â Â Â -Â Â Â 326,730Â Purchase of intangible assetÂ Â 5,000,000Â Â Â 5,000Â Â Â -Â Â Â 2,463,500Â Â Â -Â Â Â 2,468,500Â Stock issued for servicesÂ Â 1,175,000Â Â Â 1,175Â Â Â -Â Â Â 456,750Â Â Â -Â Â Â 457,925Â Warrant ConversionsÂ Â 3,579,084Â Â Â 3,579Â Â Â -Â Â Â 3,332,195Â Â Â -Â Â Â 3,335,774Â Deconsolidation of SRM Entertainment and change to equity method of accountingÂ Â -Â Â Â -Â Â Â -Â Â Â 551,757Â Â Â -Â Â Â 551,757Â Fair value of price reduction on conversion price for notes and warrantsÂ Â -Â Â Â -Â Â Â -Â Â Â 1,120,333Â Â Â -Â Â Â 1,120,333Â Fair value of options granted to employeesÂ Â -Â Â Â -Â Â Â -Â Â Â 39,444Â Â Â -Â Â Â 39,444Â Fair value of warrants granted for servicesÂ Â -Â Â Â -Â Â Â -Â Â Â 364,960Â Â Â -Â Â Â 364,960Â Net lossÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â (7,738,301)Â Â (7,738,301) Balance, September 30, 2023Â Â 37,208,759Â Â Â 37,209Â Â $725,230Â Â $65,950,427Â Â $(60,003,740)Â $6,709,126Â Balance, December 31, 2023Â Â 45,634,154Â Â $45,634Â Â $725,230Â Â $73,726,987Â Â $(65,680,715)Â $8,817,136Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Common Stock issued from stock payable for servicesÂ Â 100,000Â Â Â 100Â Â Â (113,500)Â Â 113,400Â Â Â -Â Â Â -Â Common Stock issued from stock payable on extinguishment of debtÂ Â 262,000Â Â Â 262Â Â Â (245,044)Â Â 244,782Â Â Â -Â Â Â -Â Common Stock due for servicesÂ Â -Â Â Â -Â Â Â 48,400Â Â Â -Â Â Â -Â Â Â 48,400Â Common Stock due on warrant conversionsÂ Â -Â Â Â -Â Â Â 2,800Â Â Â -Â Â Â -Â Â Â 2,800Â Common Stock issued for servicesÂ Â 450,000Â Â Â 450Â Â Â -Â Â Â 614,050Â Â Â -Â Â Â 614,500Â Common Stock issued for warrant conversionsÂ Â 2,774,119Â Â Â 2,774Â Â Â -Â Â Â 3,789,441Â Â Â -Â Â Â 3,792,215Â Fair value of options grantedÂ Â -Â Â Â -Â Â Â -Â Â Â 7,970,134Â Â Â -Â Â Â 7,970,134Â Net loss for the three months ended March 31,2024Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â (15,674,671)Â Â (15,674,671) Balance, March 31, 2024Â Â 49,220,273Â Â $49,220Â Â $417,886Â Â $86,458,794Â Â $(81,355,386)Â $5,570,514Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Shares issued from Stock Payable - services for servicesÂ Â 20,000Â Â Â 20Â Â Â (48,400)Â Â 48,380Â Â Â -Â Â Â -Â Shares issued from Stock Payable - Conv note extinguishmentÂ Â -Â Â Â -Â Â Â 344,196Â Â Â -Â Â Â -Â Â Â 344,196Â Shares due for servicesÂ Â -Â Â Â -Â Â Â -Â Â Â 31,500Â Â Â -Â Â Â 31,500Â Share due on warrant conversionÂ Â Â Â Â Â -Â Â Â (2,800)Â Â -Â Â Â -Â Â Â (2,800) Shares issued for employee bonusÂ Â 250,000Â Â Â 250Â Â Â -Â Â Â 347,250Â Â Â -Â Â Â 347,500Â Shares issued for private placementÂ Â 2,369,668Â Â Â 2,370Â Â Â -Â Â Â 4,997,630Â Â Â -Â Â Â 5,000,000Â Warrant conversionsÂ Â 156,008Â Â Â 156Â Â Â -Â Â Â 153,844Â Â Â -Â Â Â 154,000Â Shareholder InvestmentÂ Â -Â Â Â -Â Â Â 1,000,000Â Â Â -Â Â Â -Â Â Â 1,000,000Â Fair value of options grantedÂ Â -Â Â Â -Â Â Â -Â Â Â 2,298,635Â Â Â -Â Â Â 2,298,635Â Net loss for the three months ended June 30, 2024Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â (8,274,094)Â Â (8,274,094) Balance June 30, 2024Â Â 52,015,949Â Â $52,016Â Â $1,710,882Â Â $94,336,033Â Â $(89,629,480)Â $6,469,451Â BalanceÂ Â 52,015,949Â Â $52,016Â Â $1,710,882Â Â $94,336,033Â Â $(89,629,480)Â $6,469,451Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Shares issued from Stock Payable - services for servicesÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Shares issued from Stock Payable - Conv note extinguishmentÂ Â 330,957Â Â Â 332Â Â Â (344,196)Â Â 343,864Â Â Â Â Â Â Â -Â Shares to be issued from stock payable - Conv note extinguishmentÂ Â Â Â Â Â Â Â Â Â 1,543,208Â Â Â -Â Â Â Â Â Â Â 1,543,208Â Shares due for servicesÂ Â 2,057,436Â Â Â 2,057Â Â Â Â Â Â Â 2,553,343Â Â Â Â Â Â Â 2,555,400Â Shares issued for employee bonusÂ Â 250,000Â Â Â 250Â Â Â Â Â Â Â 347,250Â Â Â Â Â Â Â 347,500Â Shares issued for private placementÂ Â 4,762,212Â Â Â 4,762Â Â Â (1,000,000)Â Â 4,916,587Â Â Â Â Â Â Â 3,921,349Â Warrant conversionsÂ Â 66,000Â Â Â 66Â Â Â Â Â Â Â 16,434Â Â Â Â Â Â Â 16,500Â Deconsolidation from Caring Brands Inc from CompanyÂ Â Â Â Â Â Â Â Â Â Â Â Â Â 935,836Â Â Â Â Â Â Â 935,836Â Fair value of options grantedÂ Â Â Â Â Â Â Â Â Â Â Â Â Â 2,518,521Â Â Â Â Â Â Â 2,518,521Â Net loss for the three months ended Sept. 30, 2024Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â (11,929,277)Â Â (11,929,277) Balance September 30, 2024Â Â 59,482,554Â Â $59,483Â Â $1,909,894Â Â $105,967,868Â Â $(101,558,757)Â $6,378,488Â BalanceÂ Â 59,482,554Â Â $59,483Â Â $1,909,894Â Â $105,967,868Â Â $(101,558,757)Â $6,378,488Â Â The accompanying notes are an integral part of these financial statements. Â F-4 Table of Contents Â Safety Shot, Inc. Condensed Consolidated Statements of Cash Flows For the Nine Months Ended September 30, 2024 and 2023 (Unaudited) Â Â Â 2024Â Â 2023Â Â Â Nine Months Ended September 30,Â Â Â 2024Â Â 2023Â Cash flows from operating activities:Â Â Â Â Â Â Â Â Net (loss) from continued operationsÂ $(35,578,858)Â $(9,144,538) Bad debt expenseÂ Â -Â Â Â 4,816Â Depreciation and Amortization expenseÂ Â 318,035Â Â Â 112,442Â Gain on sale of fixed assetsÂ Â Â Â Â Â (23,308) Fair value of shares issued for services renderedÂ Â 3,249,801Â Â Â 791,425Â Fair value of shares issued for inducementÂ Â Â Â Â Â 326,730Â FV of shares issued for employees bonusÂ Â 695,000Â Â Â -Â Fair value of options issued for servicesÂ Â 12,787,290Â Â Â 39,444Â Fair value of warrants issued for servicesÂ Â -Â Â Â 364,960Â Loss on extinguishmentÂ Â -Â Â Â 1,120,333Â Unrealized gain/loss on equity investmentÂ Â 599,155Â Â Â 726,884Â Gain on sale of SRM StockÂ Â (431,972)Â Â -Â Realized gain/loss on sale of marketable securitiesÂ Â 269,723Â Â Â 356,359Â Unrealized gain/loss on marketable securitiesÂ Â 101,088Â Â Â (216,664) Adjustments to reconcile net income to net cash provided by (used in) operating activitiesÂ Â Â Â Â Â Â Â Prepaid expenses and depositsÂ Â 526,556Â Â Â (181,946) Right of Entry assetÂ Â 133,027Â Â Â 122,458Â Accounts receivableÂ Â 354Â Â Â 371,803Â InventoryÂ Â 272,233Â Â Â 94,157Â Accounts payableÂ Â (227,924)Â Â (59,862) Accrued liabilitiesÂ Â 187,188Â Â Â 130,938Â Lease liabilityÂ Â (142,432)Â Â (118,894) Net cash (used in) continuing operating activitiesÂ $(17,241,736)Â $(5,182,463) Â Â Â Â Â Â Â Â Â Reclassification to discontinued operationsÂ Â Â Â Â Â Â Â Income (loss) from discontinued operationsÂ Â (299,184)Â Â (261,528) Reclassification to assets & liabilities held for saleÂ Â -Â Â Â 863,065Â Net cash (used in) discontinued operationsÂ $(299,184)Â $601,537Â Â Â Â Â Â Â Â Â Â Cash flows from investing activities:Â Â Â Â Â Â Â Â Cash paid for purchase of assetsÂ Â -Â Â Â (200,000) Cash paid for SRM Inc.Â Â -Â Â Â (390,478) Cash received for sales of SRM stockÂ Â 490,000Â Â Â -Â Cash received from SRM Inc.Â Â Â Â Â Â 345,032Â Cash received for sale of marketable securitiesÂ Â 417,445Â Â Â 665,631Â Cash paid for marketable securitiesÂ Â Â Â Â

Â (14,332) Net change to value of marketable securitiesÂ Â Â Â Â Â 1,534,814Â Cash paid for investmentÂ Â (572,694)Â Â (508,800) Purchase of equipmentÂ Â (87,162)Â Â (108,954) Proceeds from sale of assetsÂ Â -Â Â Â 39,100Â Net cash (used in) investing activitiesÂ $247,589Â Â $1,362,013Â Â Â Â Â Â Â Â Â Â Cash flows from financing activitiesÂ Â Â Â Â Â Â Â Shares issued for cashÂ Â Â Â Â Â 6,786,449Â Shares issued for warrant conversionÂ Â 3,962,715Â Â Â -Â Loans to affiliatesÂ Â Â Â Â Â (699,952) Shares issued for private placementÂ Â 9,921,832Â Â Â -Â Deconsolidation of CBI from SSÂ Â 935,836Â Â Â -Â Borrowings on debtÂ Â Â Â Â Â 199,097Â Payments on debtÂ Â Â Â Â Â (156,436) Net cash (used in) provided by investing activitiesÂ $14,820,383Â Â $6,129,158Â Â Â Â Â Â Â Â Â Â Net (decrease) in cash and cash equivalentsÂ $(2,472,948)Â $2,910,245Â Â Â Â Â Â Â Â Â Â Cash and cash equivalents at the beginning of the periodÂ $3,833,349Â Â $1,477,552Â Â Â Â Â Â Â Â Â Â Cash and cash equivalents at the end of the periodÂ $1,360,401Â Â $4,387,797Â Â Â Â Â Â Â Â Â Â SUPPLEMENTAL CASH FLOW INFORMATION:Â Â Â Â Â Â Â Â Cash paid for interestÂ Â -Â Â Â -Â Cash paid for income taxesÂ Â -Â Â Â -Â Non-cash items:Â Â Â Â Â Â Â Â Reclassification of Held to Maturity investments to Marketable SecuritiesÂ Â -Â Â Â 3,417,100Â Common Stock issued from stock payable on extinguishment of debtÂ Â 245,044Â Â Â -Â Common Stock issued from stock payable on serviceÂ Â 161,900Â Â Â 192,000Â Common Stock issued form stock payable on warrant conversionsÂ Â 2,800Â Â Â -Â Shares issued for GBB asset purchaseÂ Â -Â Â Â 2,468,500Â Reclassification for SRM Ltd deconsolidationÂ Â -Â Â Â 146,800Â Investment in GBB assetÂ Â 175,000Â Â Â Â Â Shares issued for note conversionÂ Â 1,543,208Â Â Â Â Â Â The accompanying notes are an integral part of these unaudited financial statements. Â F-5 Table of Contents Â SAFETY SHOT, INC. Notes to Financial Statements For the Nine Months Ended September 30, 2024 and Year Ended December 31, 2023 (Unaudited) Â Note 1 - Organization and Business Operations Â Safety Shot Inc. (NASDAQ: SHOT) was formerly known as Jupiter Wellness Inc. In August 2023, the Company successfully completed the asset purchase of the functional beverage Safety Shot from GBB Drink Lab, Inc. (â€œGBBâ€), thereby gaining ownership of various assets, including the intellectual property, trade secrets, and trademarks associated with its liquid dietary supplement that can lower blood alcohol content by supporting its metabolism (the â€œSure Shot Dietary Supplementâ€). Concurrently with the purchase, the Company changed its name to Sure Shot, Inc. and changed its NASDAQ trading symbol to SHOT. The Company launched the Sure Shot Dietary Supplement in December 2023. Â The Sure Shot Dietary Supplement has a well-established clinical development infrastructure and fits within the Companyâ€™s existing over-the-counter and health and wellness products. The Company will continue its current products line as an operating division and is committed to supporting health and wellness by developing innovative solutions to a range of conditions. We take pride in our research and development of our products and intellectual property, which aim to address some of the most prevalent health and wellness concerns today. We are dedicated to staying up-to-date with the latest scientific research and technology, ensuring that our products are effective, safe, and meet the highest industry standards. Â To achieve our mission, we rely on a team of highly skilled and experienced professionals who are committed to advancing our vision of health and wellness. Our team includes scientists, researchers, product developers, and business experts who collaborate to create new products and enhance existing ones. We also partner with industry leaders and organizations to leverage the latest technologies and expand our reach. Â We generate revenue through various channels through the sales of our consumer products. Our products are available through various retailers and e-commerce platforms, making them accessible to a broad customer base. Additionally, we collaborate with other companies to license our intellectual property, creating additional revenue streams and expanding our global presence. Â Going Concern Consideration Â As of September 30, 2024, and December 31, 2023, the Company had accumulated deficits of $(101,558,757) and $(65,680,715), respectively, and cash flow used in operations of $17,241,736 and $10,515,314 for the nine months ended September 30, 2024 and year ended December 31, 2023. The Company has incurred and expects to continue to incur significant costs in pursuit of its expansion and development plans. At September 30, 2024 and December 31, 2023, the Company had $1,360,401 and $3,833,349, respectively, in cash and working capital of $1,648,876 and $4,103,687, respectively. These conditions have raised substantial doubt about the Companyâ€™s ability to continue as a going concern as noted by our auditors, M&K CPAS, PLLC. Â Note 2 - Significant Accounting Policies Â Basis of Presentation Â The accompanying consolidated financial statements are presented in conformity with accounting principles generally accepted in the United States of America (â€œGAAPâ€) and pursuant to the rules and regulations of US Securities and Exchange Commission (â€œSECâ€).The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries, Jupiter Wellness Investments, Inc., a Florida corporation. All intercompany accounts and transactions have been eliminated. Â Emerging Growth Company Status Â The Company is an â€œemerging growth company,â€ as defined in Section 2(a) of the Securities Act of 1933, as amended, (the â€œSecurities Actâ€), as modified by the Jumpstart our Business Startups Act of 2012, (the â€œJOBS Actâ€), and it may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. Â Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of the Companyâ€™s financial statements with another public company which is neither an emerging growth company nor an emerging growth company which has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used. Â Use of Estimates Â The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of expenses during the reporting period. Actual results could differ from those estimates. Â F-6 Table of Contents Â Cash and Cash Equivalents Â The Company considers all short-term investments with a maturity of three months or less when purchased to be cash and equivalents for purposes of the statement of cash flows. There were no cash equivalents as of September 30, 2024 or December 31, 2023. Â Inventory Â Inventories are stated at the lower of cost or market. The Company periodically reviews the value of items in inventory and provides write-downs or write- offs of inventory based on its assessment of market conditions. Write-downs and write-offs are charged to cost of goods sold. Inventory is based upon the average cost method of accounting. During the nine months ended September 30, 2024, the Company took a write down of certain raw materials and finished goods totaling $1,902,279, due to rebranding issues. During the corresponding period for 2023, the Company had no write-downs or write-offs. Â Net Loss per Common Share Â Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. If applicable, diluted earnings per share assume the conversion, exercise or issuance of all common stock instruments such as options, warrants, convertible securities and preferred stock, unless the effect is to reduce a loss or increase earnings per share. As such, options, warrants, convertible securities, and preferred stock are not considered in the calculations, as the impact of the potential common shares would be to decrease the loss per share. Schedule of Net Loss Per Common ShareÂ Â Â 2024Â Â 2023Â Â 2024Â Â 2023Â Â Â For the Three Months Ended September 30,Â Â For the Nine Months Ended September 30,Â Â Â 2024Â Â 2023Â Â 2024Â Â 2023Â Numerator:Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Net (loss)Â Â (11,929,277)Â Â (7,738,301)Â Â (35,878,042)Â Â (9,406,066) Â Â Â -Â Â Â -Â Â Â Â Â Â Â Â Â Denominator:Â Â -Â Â Â -Â Â Â Â Â Â Â Â Â Denominator for basic earnings per share - Weighted-average common shares issued and outstanding during the periodÂ Â 55,930,639Â Â Â 29,836,485Â Â Â 51,713,368Â Â Â 27,370,658Â Denominator for diluted earnings per shareÂ Â 55,930,639Â Â Â 29,836,485Â Â Â 51,713,368Â Â Â 27,370,658Â Basic (loss) per shareÂ Â (0.21)Â Â (0.26)Â Â (0.69)Â Â (0.34) Diluted (loss) per shareÂ Â (0.21)Â Â (0.26)Â Â (0.69)Â Â (0.34) Â Fair Value of Financial Instruments Â The fair value of the Companyâ€™s assets and liabilities, which qualify as financial instruments under ASC Topic 820, â€œFair Value Measurements and Disclosures,â€ approximates the carrying amounts represented in the accompanying balance sheet, primarily due to their short-term nature. Â Revenue Recognition Â The Company generates its revenue from the sale of its products directly to the end user or through a distributor (collectively the â€œcustomersâ€). Â The Company recognizes revenues by applying the following steps in accordance with FASB Accounting Standards Codification 606 â€œRevenue from Contracts with Customersâ€ (â€œASC 606â€). Under ASC 606, revenues are recognized when control of the promised goods or services are transferred to a customer, in an amount that reflects the consideration that the Company expects to receive in exchange for those goods or services. The Company applies the following five steps in order to determine the appropriate amount of revenue to be recognized as it fulfills its obligations under each of its agreements: Â Â â— identify the contract with a customer; Â Â Â Â â— identify the performance obligations in the contract; Â Â Â Â â— determine the transaction price; Â Â Â Â â— allocate the transaction price to performance obligations in the contract; and Â Â Â Â â— recognize revenue as the performance obligation is satisfied. Â F-7 Table of Contents Â The Companyâ€™s performance obligations are satisfied when goods or products are shipped on a FOB shipping point basis as title passes when shipped. Our products are generally paid in advance of shipment or standard net 30 days and we offer no specific right of return, refund or warranty related to our products except for cases of defective products of which there have been none to date. Â Accounts Receivable and Credit Risk Â Accounts receivable are generated from sales of the Companyâ€™s products. The Company provides an allowance for doubtful collections, which is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. During the nine months ended September 30, 2024 and year ended December 31, 2023, the Company recognized no allowance for doubtful collections. Â Impairment of Long-Lived Assets Â We evaluate long-lived assets (including intangible assets) for impairment whenever events or changes in circumstances indicate that the carrying amount of a long-lived asset may not be recoverable. An asset is considered impaired if its carrying amount exceeds the undiscounted future net cash flow the asset is expected to generate. Â Intangible Assets Â Intangible assets consist of patents and trademarks, purchased customer contracts, purchased customer and merchant relationships, purchased trade names, purchased technology, and non-compete agreements. Intangible assets are amortized over the period of estimated benefit using the straight-line method and estimated useful lives ranging from one to twenty years. No significant residual value is estimated for intangible assets. We evaluate long-lived assets (including intangible assets) for impairment whenever events or changes in circumstances indicate that the carrying amount of a long-lived asset may not be recoverable. An asset is considered impaired if its carrying amount exceeds the undiscounted future net cash flow the asset is expected to generate. The Companyâ€™s evaluation of its long-lived assets resulted in no impairment during the nine months ended September 30, 2024, or year ended December 31, 2023. Â Research and Development Â The Company accounts for research and development costs in accordance with the Accounting Standards Codification subtopic 730-10, Research and Development (â€œASC 730-10â€). Under ASC 730-10, all research and development costs must be charged to expense as incurred. Accordingly, internal research and development costs are expensed as incurred. Third-party research and developments costs are expensed when the contracted work has been performed or as milestone results have been achieved. Company-sponsored research and development costs related to both present and future products are expensed in the period incurred. The Company incurred research and development expenses of $271,719 and $98,091 for the nine-months ended September 30, 2024, and 2023, respectively. Â Stock Based Compensation Â The Company recognizes compensation costs to employees under FASB Accounting Standards Codification 718 â€œCompensation - Stock Compensationâ€ (â€œASC 718â€). Under ASC 718, companies are required to measure the compensation costs of share-based compensation arrangements based on the grant-date fair value and recognize the costs in the financial statements over the period during which employees are required to provide services. Share based compensation arrangements include stock options and warrants. As such, compensation cost is measured on the date of grant at their fair value. Such compensation amounts, if any, are amortized over the respective vesting periods of the option grant. Â On October 24, 2018, the inception date, the Company adopted ASU No. 2018-07 â€œCompensation - Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting.â€ These amendments expand the scope of Topic 718, Compensation - Stock Compensation (which currently only includes share-based payments to employees) to include share-based payments issued to non-employees for goods or services. Consequently, the accounting for share-based payments to nonemployees and employees will be substantially aligned. Â F-8 Table of Contents Â Income Taxes Â The Company accounts for income taxes under ASC 740 Income Taxes (â€œASC 740â€). ASC 740 requires the recognition of deferred tax assets and liabilities for both the expected impact of differences between the financial statement and tax basis of assets and liabilities and for the expected future tax benefit to be derived from tax loss and tax credit carry forwards. ASC 740 additionally requires a valuation allowance to be established when it is more likely than not that all or a portion of deferred tax assets will not be realized. Â ASC 740 also clarifies the accounting for uncertainty in income taxes recognized in an enterpriseâ€™s financial statements and prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. ASC 740 also provides guidance on derecognition, classification, interest and penalties, accounting in interim period, disclosure and transition. Based on the Companyâ€™s evaluation, it has been concluded that there are no significant uncertain tax positions requiring recognition in the Companyâ€™s financial statements. Since the Company was incorporated on October 24, 2018, the evaluation was performed for 2018 tax year which would be the only period subject to examination. The Company believes that its income tax positions and deductions would be sustained on audit and does not anticipate any adjustments that would result in a material changes to its financial position. The Companyâ€™s policy for recording interest and penalties associated with audits is to record such items as a component of income tax expense. Â The Companyâ€™s deferred tax asset at December 31, 2023 consists of net operating loss carry forwards calculated using federal and state effective tax rates equating to approximately $8,658,484 less a valuation allowance in the amount of $8,658,484. Â Related parties Â The Company follows subtopic 850-10 of the FASB Accounting Standards Codification for the identification of related parties and disclosure of related party transactions. Â Pursuant to Section 850-10-20 the related parties include a. affiliates of the Company; b. entities for which investments in their equity securities would be required, absent the election of the fair value option under the Fair Value Option Subsection of Section 825â€"10â€"15, to be accounted for by the equity method by the investing entity; c. trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; d. principal owners of the Company; e. management of the Company; f. other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and g. other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests. Â The consolidated financial statements shall include disclosures of material related party transactions, other than compensation arrangements, expense allowances, and other similar items in the ordinary course of business. However, disclosure of transactions that are eliminated in the preparation of consolidated or combined financial statements is not required in those statements. The disclosures shall include: a. the nature of the relationship(s) involved; b. a description of the transactions, including transactions to which no amounts or nominal amounts were ascribed, for each of the periods for which income statements are presented, and such other information deemed necessary to an understanding of the effects of the transactions on the financial statements; c. the dollar amounts of transactions for each of the periods for which income statements are presented and the effects of any change in the method of establishing the terms from that used in the preceding period; and d. amounts due from or to related parties as of the date of each balance sheet presented and, if not otherwise apparent, the terms and manner of settlement. Â Recent Accounting Pronouncements Â The company evaluated issued pronouncements and did not identify any recent pronouncements that apply to the Company. Â Note 3 - Accounts Receivable Â At September 30, 2024 and December 31, 2023, the Company had accounts receivable of $5,231 and $5,585, respectively. Â F-9 Table of Contents Â Note 4 - Prepaid Expenses and Deposits Â At September 30, 2024, the Company had prepaid expenses and deposits totaling $1,029,351 consisting of $319,216 of prepaid orders, $270,869 of prepaid insurance, and $439,267 of deposits on raw materials. At December 31, 2023 the Company had prepaid expenses and deposits totaling $1,469,733, consisting of $1,073,823 of deposits on raw materials, prepaid insurance of $56,335, and prepaid orders of $339,575. Â Note 5 - Inventory Â At September 30, 2024, the Company had inventory of $523,591 consisting of $192,032 of raw materials and $331,559 of finished goods. At December 31, 2023, the Company had inventory of $795,824, consisting $746,663 of raw materials and packaging supplies and $49,161 of finished goods. Â Note 6 â€" Marketable Securities Â At December 31, 2022, the Company had invested $2,908,300 in Jupiter Wellness Sponsor LLC (â€œJWSLâ€), a limited liability company formed for the sole purpose of sponsorship of Jupiter Wellness Acquisition Corp. (â€œJWACâ€), a special purpose acquisition company (â€œSPACâ€) and an unconsolidated subsidiary. On May 2, 2023, JWACâ€™s stockholders approved JWACâ€™s business combination with Chijet Inc. and its affiliates including Chijet Motor Company Inc. (collectively â€œChijetâ€), at its Special Meeting of Stockholders and closed the transaction on June 1, 2023. As a result, on June 27, 2023, the Company received a total of 1,662,434 shares of restricted common stock of Chijet (Nasdaq: CJET) in exchange for its Loans. In August 2023, the Company received 96,000 additional shares of ChiJet due to downside protection clauses in the business combination agreements. In May 2023, the Company purchased 48,000 shares of JWAC (now Chijet) common stock for $508,800 and in September and October 2023, the Company purchased an additional 18,200, shares for $36,330. At December 31, 2023 the Company, the Company held 1,200,821 common shares of Chijet (the â€œCJET Sharesâ€) valued at $842,976. These CJET Shares are considered trading securities and are categorized as marketable securities on the balance sheet. During the year ended December 31, 2023 the Company sold 271,679 ChiJet shares for a realized gain of $238,834. Â At the end of September 30, 2024, all of the Companyâ€™s CJET Shares have been sold. During the nine months ended September 30, 2024, the Company realized a $269,723 loss. Â Note 7 â€" Note Receivable Â On September 23, 2024, the Company entered into a loan agreement with Yerbae Brands Corp. (â€œYerbaeâ€) pursuant to which the Company loaned an aggregate of $500,000 to Yerbae. The loan is due 11 months from issuance. The loan has an original issue discount so the amount due is $540,000. The Company has been working on increasing its relationship with Yerbae, whom the Company believes can not only help enhance the Â distribution network for our products but can lead to other synergistic opportunities. Â Note 8 - Intangible Assets Â Safety Shot Acquisition Â On July 10, 2023, the Company entered into an Asset Purchase Agreement (the â€œAPAâ€) with GBB Drink Lab, Inc. (â€œGBBâ€) under the terms of which the Company acquired certain assets of GBB (the â€œPurchased Assetsâ€) which included the patents for a blood alcohol reduction product Safety Shot, an over-the- counter dietary supplement that can lower blood alcohol content by supporting its metabolism. The purchase price was 5,000,000 shares of the Companyâ€™s restricted common stock, valued at $2,468,500, plus $200,000in cash and additional amounts based upon achieving certain benchmarks. At the time of purchase GBB had no employees, no revenues and no operations and reported its only asset was intellectual property. Using guidance provided under the FASB Accounting Standards Update No. 2017-01, Clarifying the Definition of a business, the transaction was accounted for as a single asset purchase and the entire purchase price of $2,668,500 was allocated to the patents. The APA also contains two earn-out provisions that entitle GBB to additional consideration for the Purchased Assets in the maximum amount of $5,500,000 as follows: (i) in the event that during the Earn-Out Period, the Company receives cash proceeds of at least $11,000,000 from exercises of the Companyâ€™s $1.00 Warrants at an exercise price of $1.00 per Common Share (â€œMilestone 1â€), the Company shall pay to the Seller $2,500,000 payable in cash; and (ii) in the event that during the Earn-Out Period, the Company receives cash proceeds of at least $14,000,000 from exercises of the Companyâ€™s outstanding July 2021 Warrants at an exercise price of $1.40 per Common Share (â€œMilestone 2â€ and collectively with Milestone 1, the â€œEarn-Out Milestonesâ€ and individually, an â€œEarn-Out Milestoneâ€), the Company shall pay to the Seller an additional $3,000,000 in cash. In December 2023, the Company paid an additional $2,000,000 under the earn-our provisions which was allocated to the patents. As of September 30, 2024, GBB is entitled to an additional payment of $175,000 under Milestone 2). Â The patents will be amortized over twelve years (the remaining 12-year life of the patents). During the nine months ended September 30, 2024 and year ended December 31, 2023, the Company recognized $305,550 and $157,443 of amortization expense, respectively. Â Summary of Transaction and Carrying Value Purchase Price:Â Â Â Â Allocation of Purchase Price:Â Â Â CashÂ $2,200,000Â Â PatentsÂ Â 4,913,194Â Fair value of stock issuedÂ Â 2,468,500Â Â AmortizationÂ Â (462,993) Addition legal costs for patentÂ $69,694Â Â Â Â Â Â Â Contingent LiabilityÂ Â 175,000Â Â Â Â Â Â Â Â Â $4,913,194Â Â BalanceÂ Â 4,450,201Â Â F-10 Table of Contents Â Note 9 â€" Accrued Liabilities Â At September 30, 2024 and December 31, 2023, the Company had accrued interest on the convertible notes below of $0 and $269,152, respectively. At September 30, 2024 the Company had accrued liabilities totaling $305,178, which included $113,560 of financed insurance premiums, a contingent liability of $175,000, and other liabilities of $16,619. And at December 31, 2023 the Company had financed insurance premiums of $40,681. Â Note 10 - Convertible Notes Payable â€" Related Parties Â On April 20, 2022, the Company entered into a $1,500,000 Loan Agreement and a $500,000 Loan Agreement (collectively the â€œAgreementsâ€). Pursuant to the Agreements, the Company issued two Convertible Promissory Notes in the principal amounts of $1,500,000 and $500,000 (the â€œNotesâ€). In connection with the Notes the Company issued Common Stock Purchase Warrants for 1,100,000 shares and 360,000 shares of the Companyâ€™s common stock (the â€œWarrantsâ€) and issued a total of 250,000 shares of the Companyâ€™s common stock as Origination Shares. The Notes have an original issuance discount of five percent (5%), $10,000 in legal fees, an interest rate of eight percent (8%), and a conversion price of $2.79 per share, subject to an adjustment downward if the Company is in default of the terms of the Notes. The Warrants have a five (5) year term, an exercise price of $2.79 per share, have a cashless conversion feature until such time as the shares underlying the Warrants are included in an effective registration and certain anti-dilution protection. During the year ended December 31, 2023, the Notes were amended to change the conversion price of the Notes and exercise price of all outstanding warrants was reduced to $0.93 pursuant to down round protection provisions in the loan and warrant agreements and to extend the Notes to January 31, 2024. The change on the Notes conversion rate was a change from $2.79 and the change to the outstanding warrants exercise price was on 500,000 warrants with $6.00 price, 1,460,000 at $2.79 and 800,000 at $1.00. The amendment is considered a material modification of the Notes and the Company has used extinguishment accounting to account for the change. The fair value of the additional shares underlying the Note conversion and warrant exercise using the reduced conversion and exercise price was measured using the Black-Scholes valuation model. The fair value of the conversion feature totals $923,603 and the fair value of the warrants totals $196,730. The total loss on extinguishment of $1,120,333 has been included in other gains and losses. In December 2023, $430,331 of the $500,000 Note and accrued interest of $69,669 was converted into 537,634 shares of the Companyâ€™s common stock. On June 28, 2024, the Notes were amended to change the due date to September 30, 2024 and to allow the Company to pay the accrued interest in shares of the Companyâ€™s common stock. In consideration for the extension of the maturity date, the Company agreed to assign 150,000 shares of SRM Entertainment, Inc. common stock held by the Company to the Note Holder. These shares were valued at $189,000 and recorded as interest expense with a corresponding gain, which was valued at market price on the day of the agreement. Additionally, the Company agreed to issue 330,957 shares of its common stock to pay $306,953 of accrued interest, which is valued at $1.04 per share and is the fair market value of the stock on the date of the agreement. On July 1, 2024 330,957 shares were issued against the common stock payable recorded at the end of June 30, 2024. In addition, on September 30, 2024, the note holder exercised its right to convert the full principal amount of $1,500,000 at the stated exercise price on the note of $.932 which resulted in the issuance of 1,655,803 of the Companyâ€™s common stock. Â The following table sets forth a summary of the principal balances of the Companyâ€™s convertible promissory notes activity for the nine months ended September 30, 2024, and years ended December 31, 2023, and 2022: Â Schedule of Convertible Promissory Notes Principal Balance, December 31, 2022Â Â 2,000,000Â Conversion of one of the notesÂ Â (500,000) Principal Balance, December 31, 2023Â Â 1,500,000Â Conversion of one of the notes, paid interest then principal, leaving new balanceÂ Â 69,669Â Principal Balance, June 30, 2024Â Â 1,569,669Â Made a cash payment towards interest and principal balance in fullÂ Â (69,669) Conversion of full principal balance of final noteÂ Â (1,500,000) Principal Balance, September 30, 2024Â Â -Â Â Interest expense related to the above Notes for the nine months ended September 30, 2024, and 2023 was $252,107 and $118,359, respectively. Â Note 11 â€" Covid-19 SBA Loans Â During the year ended December 31, 2020, the Company applied for and received $55,700 under the Economic Injury Disaster Loan Program (â€œEIDLâ€), which is administered through the Small Business Administration (â€œSBAâ€). During 2021, the SBA notified the Company that the terms of the EIDL are a term of 30 years and an interest rate of 3.75%. The balance of the EIDL at September 30, 2024 and December 31, 2023 was $48,181 and $48,974, respectively. Â F-11 Table of Contents Â Note 12 - Capital Structure Â Preferred Stock - The Company is authorized to issue a total of 100,000 shares of preferred stock with par value of $0.001. No shares of preferred stock are issued and outstanding. Â Common Stock - The Company is authorized to issue a total of 250,000,000 shares of common stock with par value of $0.001. As of September 30, 2024 and December 31, 2023, there were 59,482,554 and 45,634,154 shares of common stock issued and outstanding, respectively. Â Year ended December 31, 2023 issuances: Â Shares issued in Public Offering Â Concurrently to the PIPE Agreement and Offering of Stock Warrants (see Note 13 below), the Company entered into a Securities Purchase Agreement (the â€œRD Agreementâ€) with certain purchasers, pursuant to which on January 23, 2023, 4,315,787 shares of common stock, par value $0.001 (the â€œCommon Stockâ€), at a price of $0.70 per share were issued to the purchasers (the â€œRD Offeringâ€). The Common Stock was issued pursuant to a Registration Statement on Form S-3 filed by the Company with the Securities and Exchange Commission (the â€œCommissionâ€) on September 28, 2022 (File No. 333- 267644) and declared effective on November 9, 2022. The aggregate gross proceeds to the Company from both the PIPE Offering and the RD Offering were approximately $4.1 million, with the purchase price of one share, one 3-year warrant and one 5-year warrant as $0.95. The net proceeds were $3,450,675. Â Shares issued for services Â During the year ended December 31, 2023, the Company entered into Consulting Agreements under the terms of which the Company issued 1,675,000 shares of its common stock. The shares were issued at their respective fair value based on the Companyâ€™s Nasdaq closing price of the shares on the date of the issuance of the shares. The Company recognized $677,925 as stock-based compensation in the year ended December 31, 2023. Â Shares issued for stock payable Â During the year ended December 31, 2023, the Company issued 300,000 shares which were included in Common Stock Payable at December 31, 2022 with a fair value of $192,000. In connection with two Consulting Agreements, the Company had not issued 450,000 shares with a fair value of 440,230 which are included in common stock payable. Â Shares issued for purchase of assets Â In July 2023, the Company entered into an Asset Purchase Agreement for the purchase of intellectual property relating to Safety Shot (see Note 9). The purchase price included the issuance of 5,000,000 shares of the Companyâ€™s restricted common stock. Â Shares issued for exercise of warrants related to promissory notes Â In August 2023, the Company issued a total of 1,200,000 shares upon exercise of warrants related to the Promissory Notes described in Note 11. The Company received $1,118,400 for the exercise. Â Shares issued for exercise of warrants related to the Pipe transaction Â Beginning in August 2023, the certain holders of warrants related to the Companyâ€™s IPO and PIPE transaction above, exercised a portion of their warrant holdings and the Company issued a total 10,266,845 shares of its common stock upon exercise. The Company received $8,887,837 for the exercise. Â Shares issued for conversion of promissory note Â In December 2023, a $500,000 convertible promissory note was converted into 537,634 shares of the Companyâ€™s restricted common stock. Â The following table sets forth the issuances of the Companyâ€™s shares of common stock for the year ended December 31, 2023 as follows: Schedule of Stock HoldersÂ Â Â Â Â Â Balance December 31, 2022Â Â 22,338,888Â Public offeringÂ Â 4,315,787Â Shares issued for stock payableÂ Â 300,000Â Shares issued for servicesÂ Â 1,675,000Â Convertible Note ExtinguishmentÂ Â Â Â Shares issued for employee bonusÂ Â Â Â Shares issued for private placementÂ Â Â Â Stock issued for asset purchaseÂ Â 5,000,000Â Stock issued for conversion of warrants related to NotesÂ Â 1,200,000Â Stock issued in connection with note conversionÂ Â 537,634Â Stock issued for conversion of warrants related to IPOÂ Â 10,266,845Â Balance December 31, 2023Â Â 45,634,154Â Â Nine months ended September 30, 2024 issuances: Â Shares issued for services Â During the nine months ended September 30, 2024, the Company issued a total of 3,027,436 shares of common stock for services valued at $3,944,801 based upon the closing market price of the Companyâ€™s stock on the date of the related agreements. Â Shares issued warrant conversions Â During the nine months ended September 30, 2024, the Company issued a total of 2,996,127 shares of common stock for the conversion of warrants for which the Company received a total of $3,962,715 cash. Â Common Stock Payable Â During the nine months ended September 30, 2024, the Company issued a total of 100,000 shares of common stock related to two consulting agreements entered into during 2023 that were recorded as Common Stock Payable at December 31, 2023 and valued at a total of $113,500 and the Company issued 262,000 shares of common stock related to the promissory debt modification and extinguishment recorded as Common Stock Payable at December 31, 2023 and valued at a total of $245,044. In addition, the Company recorded as Common Stock Payable at September 30, 2024, totaling 1,655,803 shares of common stock valued at $1,543,208 as interest payable in stock in lieu of cash for note holder. Â The following table sets forth the issuances of the Companyâ€™s shares of common stock for the nine months ended September 30, 2024 as follows: Â Â Â Â Â Â Balance December 31, 2023Â Â 45,634,154Â Shares issued for stock payableÂ Â 362,000Â Shares issued for servicesÂ Â 2,527,436Â Convertible Note ExtinguishmentÂ Â 330,957Â Shares issued for employee bonusÂ Â 500,000Â Shares issued for private placementÂ Â 7,131,880Â Stock issued for conversion of warrantsÂ Â 2,996,127Â Balance September 30, 2024Â Â 59,482,554Â Â F-12 Table of Contents Â Note 13 - Warrants and Options Â Warrants Â Convertible Note Warrants: During the year ended December 31, 2023, the Company issued a total of 2,260,000 warrants with an exercise price of between $1.00 and $2.79 with five-year terms in connection with two convertible promissory notes (see Note 10). Â Schedule of Fair Value Using Black Scholes Method Â Â Â Â Â Â Â Â Â Â Â MarketÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â PriceÂ Â Â Â Â Â Â ReportingÂ RelativeÂ Â TermÂ Â ExerciseÂ Â on GrantÂ Â VolatilityÂ Â Risk-freeÂ DateÂ Fair ValueÂ Â (Years)Â Â PriceÂ Â DateÂ Â PercentageÂ Â RateÂ 04/20/22Â $706,977Â Â Â 5Â Â $2.79Â Â $1.11Â Â Â 281%Â Â 0.0287Â 11/11/22Â $937,207Â Â Â 5Â Â $1.00Â Â $1.28Â Â Â 211%Â Â 0.0432Â Â PIPE Warrants: On January 19, 2023, in a private placement, the Company entered into a Securities Purchase Agreement (the â€œPIPE Agreementâ€) with certain purchasers, for the issuance of 8,631,574 common stock warrants (the â€œPIPE Offeringâ€) at a price of $0.125 per warrant, comprised of two common stock warrants (the â€œCommon Warrants,â€), each to purchase up to one share of Common Stock per Common Warrant with an exercise price of $1.00 per share, with (a) 4,315,787 Common Warrants being immediately exercisable for three years following 6 months from the closing of the PIPE Offering, and (b) 4,315,787 Common Warrants being immediately exercisable for five years following 6 months from the closing of the PIPE Offering. On February 15, 2023, the Company filed an S-1 Registration Statement (File No. 333-269794) covering the underlying shares of the Warrants. Â Schedule of Fair Value Using Black Scholes Method Â Â Â Â Â Â Â Â Â Â Â MarketÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â PriceÂ Â Â Â Â Â Â ReportingÂ RelativeÂ Â TermÂ Â ExerciseÂ Â on GrantÂ Â VolatilityÂ Â Risk-freeÂ DateÂ Fair ValueÂ Â (Years)Â Â PriceÂ Â DateÂ Â PercentageÂ Â RateÂ 1/23/2023Â $2,311,614Â Â Â 3Â Â $1.00Â Â $0.65Â Â Â 287%Â Â 0.0388Â 1/23/2023Â $2,602,996Â Â Â 5Â Â $1.00Â Â $0.65Â Â Â 371%Â Â 0.0361Â Â During the year ended December 31, 2023, the Company entered into four Investor Relations Consulting Agreements under the terms of which the Company issued a total of 1,000,000 five-year warrants, with an exercise price between $1.00 and $1.40. The Company recorded an expense of $364,960 in connection with this issuance. Â Schedule of Fair Value Using Black Scholes Method Â Â Â Â Â Â Â Â Â Â Â MarketÂ Â Â Â Â Â Â Â Â RelativeÂ Â Â Â Â Â Â Â PriceÂ Â Â Â Â Â Â ReportingÂ FairÂ Â TermÂ Â ExerciseÂ Â on GrantÂ Â VolatilityÂ Â Risk-freeÂ DateÂ ValueÂ Â (Years)Â Â PriceÂ Â DateÂ Â PercentageÂ Â RateÂ 08/10-08/21/23Â $364,960Â Â Â 5Â Â $ 1.00-1.40Â Â $0.87-1.18Â Â Â 151%Â Â 0.0421-0.0465Â 10/05/2023Â $545,703Â Â Â 5Â Â $ 1.00-6.00Â Â $1.05Â Â Â 152%Â Â 0.0468Â Â The following tables summarize all warrants outstanding as of September 30, 2024, and December 31, 2023, and the related changes during the period. Â Exercise price is the weighted average for the respective warrants and end of period. Â Summary of Warrant Outstanding Â Â Number ofÂ Â ExerciseÂ Â Â WarrantsÂ Â PriceÂ Â Â Â Â Â Â Â Balance at December 31, 2022Â Â 15,958,126Â Â $1.74Â Warrants issued in Public OfferingÂ Â 9,260,554Â Â Â 0.093Â Warrants issued for servicesÂ Â 1,000,000Â Â Â 1.23Â Warrants exercised in connection with Convertible notesÂ Â (1,200,000)Â Â 0.093Â Warrants exercised in connection with public offeringÂ Â (10,266,845)Â Â 0.093Â Balance at December 31, 2023Â Â 14,751,835Â Â $2.06Â Â Warrants exercised in connection with public offeringÂ Â (2,950,127)Â Â 1.40Â Balance at September 30, 2024Â Â 11,801,708Â Â $3.46Â Â Â Â Â Â Â Â Â Â Warrants Exercisable at September 30, 2024Â Â 11,801,708Â Â $3.46Â Â Stock Options Â During the year ended December 31, 2023, the Company entered into five employment and director agreements under the terms of which the Company issued 400,000 five-year options, with quarterly vesting, with an exercise price between $0.49 and $1.13 and 50,000 three-year options, immediately vesting with an exercise price of $0.46. The total fair value of the options is $202,638. The fair value of the options is being amortized over the vesting period. The Company recognized $39,444 expense for the year ended December 31, 2023. Â During the nine months ended September 30, 2024, the Company entered into nine consulting agreements under the terms of which the Company issued 5,120,000 options with vesting periods from immediate to one year with an exercise price between $1.00 and $2.37 and terms from five to ten years. The total fair value of the options totals $10,637,862. The Company recognized $6,585,000 expense for the nine months ended September 30, 2024. Â Also during the nine months ended September 30, 2024, the Company granted 5,555,000 options to officers, director and employees of the Company. These options have vesting periods from immediate to three years with an exercise price between $1.06 and $2.01 and terms of five years. The total fair value of the options totals $6,734,614. The Company recognized $6,202,291 expense for the nine months ended September 30, 2024. Â The fair value of these warrants was measured using the Black-Scholes valuation model at the grant date. The table below sets forth the assumptions for Black-Scholes valuation model on the respective reporting date. Schedule of Fair Value Using Black Scholes MethodÂ ReportingÂ Number ofÂ Â TermÂ Â ExerciseÂ Â Market Price on GrantÂ Â VolatilityÂ Â FairÂ DateÂ OptionsÂ Â (Years)Â Â PriceÂ Â DateÂ Â PercentageÂ Â ValueÂ 7/10 â€“ 8/1/23Â Â 450,000Â Â Â 3 - 5Â Â $0.46-1.13Â Â $0.46-1.13Â Â Â 158-160%Â $271,547Â 1/17 â€“ 3/27/24Â Â 4,745,000Â Â Â 5 - 10Â Â $2.19-2.37Â Â $2.19-2.37Â Â Â 155-162%Â $10,278,150Â 1/16 â€“ 3/11/24Â Â 5,420,000Â Â Â 2.5Â Â $1.57-1.96Â Â $1.57-1.96Â Â Â 119-121%Â $6,633,848Â 6/14 â€“ 6/14/24Â Â 75,000Â Â Â 5Â Â $1.17Â Â $1.17Â Â Â 155%Â $81,186Â 5/16 â€“ 6/26/24Â Â 135,000Â Â Â 2.5Â Â $1.06-1.44Â Â $1.06-1.44Â Â Â 120%Â $100,765Â 09/10 â€“ 09/1/24Â Â 300,000Â Â Â 5Â Â $1.00Â Â $.928Â Â Â 158%Â $278,526Â Â F-13 Table of Contents Â Note 14 - Commitments and Contingencies Â The Company entered into a new office lease Effective July 1, 2021. The primary term of the lease is five years with one renewal option for an additional three years. Minimum annual lease payments for the primary term and one renewal are as follows: Â Schedule of Minimum Annual Lease Payments Primary PeriodÂ AmountÂ Â Amount During Renewal PeriodÂ AmountÂ July 1 to June 30, 2022Â $180,456Â Â July 1 to June 30, 2027Â $240,662Â July 1 to June 30, 2023Â $201,260Â Â July 1 to June 30, 2028Â $247,882Â July 1 to June 30, 2024Â $224,330Â Â July 1 to June 30, 2029Â $255,319Â July 1 to June 30, 2025Â $229,312Â Â Â Â Â Â Â July 1 to June 30, 2026Â $233,653Â Â Â Â Â Â Â Â Under the new standard for lease reporting, the Company recorded a Right of Use Asset (â€œROUâ€) and an offsetting lease liability of $870,406 representing the present value of the future payments under the lease calculated using an 8% discount rate (the current borrowing rate of the company). The ROU and lease liability are amortized over the five-year life of the lease. The unamortized balances at September 30, 2024 were ROU asset of $346,000, current portion of the lease liability of $207,689 and non-current portion of lease liability of $169,538. At December 31, 2023, the unamortized balances were ROU asset of $479,027, the current portion of the lease liability was $214,752 and non-current portion of the lease liability was $304,907. Â Additionally, the Company recognized accreted interest expense of $27,443 and $49,010 and rent expense of $203,434 and $231,790 for the lease during the nine months ended September 30, 2024 and year ended December 31, 2023, respectively. Â Legal Proceedings Â The Company may be subject to legal proceedings and claims arising from contracts or other matters from time to time in the ordinary course of business. Management is not aware of any pending or threatened litigation where the ultimate disposition or resolution could have a material adverse effect on its financial position, results of operations or liquidity. Â On November 30, 2023, Intracoastal Capital, LLC (â€œIntracoastalâ€) filed a lawsuit against the Company in the New York County Supreme Court, alleging that (i) the Company is in breach of a common stock warrant issued to Intracoastal on or about July 26, 2021, and (ii) that the Company should be ordered by the court to deliver to Intracoastal 330,619 free trading shares of Company common stock (the â€œIntracoastal Litigationâ€). The Intracoastal Litigation seeks compensatory damages in an amount no less than $2 million, in addition to liquidated damages and attorneyâ€™s fees. On January 14, 2025, the Company settled all issues and claims relating to the Intracoastal Litigation pursuant to the terms of the Intracoastal Settlement Agreement. Under the Intracoastal Settlement Agreement, the Company agreed to issue to Intracoastal Capital the following: (i) the Intracoastal Settlement Shares and (ii) a settlement payment of $175,000. The number of Intracoastal Settlement Shares shall be the greater of the Initial Share Amount or the Adjusted Share Amount. The Intracoastal Settlement Agreement is filed herein as Exhibit 10.33. Â On September 5, 2023, â€œSabbyâ€ Volatility Warrant Master Fund Ltd. filed a lawsuit against the Company in the federal district court for the Southern District of New York case captioned Sabby Volatility Warrant Master Fund Ltd. v. Jupiter Wellness, Inc., No.1:23-cv-07874-KPF (the â€œLitigationâ€). Sabbyâ€™s initial complaint in the Litigation alleges that the Companyâ€™s delayed spin-off and distribution of the common stock of â€œSRMâ€ Entertainment. Inc. give rise to claims of breach-of-contact, promissory estoppel, and negligent misrepresentation. On November 10, 2023, Jupiter sought judicial permission to move to dismiss Sabbyâ€™s complaint, arguing that Sabby had no legal right to the delayed distribution occurring on the original record date, and that regardless, no law requires the Company to compensate Sabby for the costs of covering its short position against the Company. In response, the Court allowed the parties to bypass that dismissal motion briefing so long as Sabby filed an amended complaint by December 15, 2023. Â Sabby seeks compensatory damages estimated to exceed $500,000. The Company has filed a motion to dismiss Sabbyâ€™s amended complaint and is awaiting the Courtâ€™s ruling. The Company intends to vigorously defend itself against Sabbyâ€™s claims and does not believe that the Litigationâ€™s ultimate disposition or resolution will have a material adverse effect on the Companyâ€™s financial position, results of operations or liquidity. The case was dismissed with prejudice by the federal district court for the Southern District of New York on September 23, 2024. On October 10, 2024, Sabby filed an appeal of the Southern Districtâ€™s dismissal to the United States Court of Appeals for the Second Circuit. The Company is awaiting the decision from the Court of Appeals for the Second Circuit. Â On February 9, 2024, â€œSabbyâ€ Volatility Warrant Master Find Ltd. sued the Company in the federal district court for the Southern District of New York, case captioned, Sabby Volatility Warrant Master Fund Ltd. v. Safety Shot, Inc., No. 1:24-cv-920-NRB (the â€œLitigationâ€). Sabbyâ€™s initial complaint alleges that the Company has improperly refused to honor Sabbyâ€™s exercise of a Warrant to acquire 2,105,263 shares of common stock. On March 8, 2024, Sabby filed an amended complaint. The Company has answered the amended complaint is due on March 29, 2024. Sabby seeks â€œliquidated and compensatory damages in an amount to be proven at trial,â€ including compensatory damages â€œestimated to be at least $750,000,â€ liquidated damages â€œestimated to be at least $600,000,â€ specific performance, attorneysâ€ fees, expenses and costs. The Company intends to vigorously defend itself against Sabbyâ€™s claims and does not believe that the Litigationâ€™s ultimate disposition or resolution will have a material adverse effect on the Companyâ€™s financial position, results of operations or liquidity. Â F-14 Table of Contents Â On January 16, 2024, 3i LP (â€œ3iâ€), filed a lawsuit against the Company in the Supreme Court of the State of New York in the County of New York, case captioned, 3i LP v. Safety Shot, Inc. No. 650196/24 (the â€œLitigationâ€). The case stems from the Companyâ€™s alleged denial of 3iâ€™s attempt to exercise certain warrants and states causes of action for actual damages and liquidated damages in an amount of approximately $380,000. The Company filed its answer to the complaint on or about March 7, 2024. The Company intends to defend itself vigorously against Sabbyâ€™s claims and does not believe that the Litigationâ€™s ultimate disposition will have a material adverse effect on the Companyâ€™s financial position, results of operations or liquidity. Â On January 10, 2024, Biggar Capital Fund, L.P. (â€œBiggar Capitalâ€), filed a lawsuit against the Company in the Supreme Court for the State of New York, Case No.

650148/2024 (the â€œBiggar Litigationâ€). The Litigation stemmed from the Companyâ€™s warrant to purchase 1,656,050 shares of Company common stock issued to Biggar Capital on July 20, 2021, and asserts causes of action for Breach of Contract, Specific Performance and Declaratory Relief. Pursuant to the Biggar Litigation, Biggar capital sought compensatory damages of $3 million, liquidated damages in an estimated amount of $4 million, specific performance, attorneyâ€™s fees and declaratory relief. Â On January 20, 2025, the Company entered into the Biggar Settlement Agreement. In exchange for a resolution to all issues and claims that relate to the previously filed action against the Company in the Supreme Court of the State of New York, New York County, Index No. 65018/2024. Pursuant to the Biggar Settlement Agreement, the Company agreed to pay or issue to Bigger Capital the following: (i) pay Bigger Capital $375,000; (ii) issue a secured convertible note in the principal amount of $1.75 million maturing on December 31, 2026 (the â€œSecured Convertible Biggar Noteâ€); (iii) a convertible note in the principal amount of $3.5 million maturing June 30, 2025 (the â€œConvertible Biggar Note,â€ and, together with the Secured Convertible Biggar Note, the â€œBiggar Notesâ€); and (iv) 5,332,889 shares of common stock issuable upon the exercise of common stock purchase warrants to purchase shares of common stock of the Company at an exercise price of $0.4348 per share (the â€œBiggar Warrantsâ€). A significant shareholder of the Company and Bigger Capital entered into a voting agreement in favor of Bigger Capital in addition to the Biggar Settlement Agreement. The Biggar Settlement Agreement is filed herein as Exhibit 10.32. The Secured Convertible Biggar Note is filed herein as Exhibit 4.5 and the Convertible Biggar Note is filed herein as Exhibit 4.6. Â On or about January 18, 2024, Alta Partners, LLC, (â€œAltaâ€) filed a lawsuit against the Company in the federal district court for the Southern District of New York, case captioned, Alta Partners, LLC v. Safety Shot, Inc. No. 24-cv-373 (S.D.N.Y.) (the â€œLitigationâ€). The Litigation stems from the Companyâ€™s warrant to purchase shares of Company common stock and asserts causes of action for Breach of Contract Breach of the Implied Covenant of Good Faith and Fair Dealing (in the alternative) and violation of Section 11 of the Securities Act of 1933. The Litigation seeks compensatory general and liquidated damages in an amount to be proven at trial. The Company intends to defend itself vigorously against Altaâ€™s claims and does not believe that the Litigationâ€™s ultimate disposition or resolution will have a material adverse effect on the Companyâ€™s financial position, results of operations or liquidity. Â The Company may be subject to legal proceedings and claims arising from contracts or other matters from time to time in the ordinary course of business. Management is not aware of any pending or threatened litigation where the ultimate disposition or resolution could have a material adverse effect on its financial position, results of operations or liquidity. Â Note 15 â€“ Investment in SRM Entertainment, Inc. Â Effective August 14, 2023 the Company spun-off 52% of SRM Entertainment Ltd (â€œSRM Ltdâ€) formerly a wholly-owned subsidiary, into a public company in exchange for shares of SRM Entertainment Inc. (â€œSRM Incâ€) common stock. The fair value of the 4,109,166 shares of common stock SRM Inc. received was $1,521,025. As a result, the Company no longer consolidates SRM Ltd in its financial statements and uses the equity method of accounting for its ownership in SRM Inc. The Company recorded $864,418 as its share of SRM losses from the date of separation to December 31, 2023. Â During the nine months ended September 30, 2024, the Company sold 350,000 shares of its holdings in SRM Inc common stock for $490,000 resulting in a gain of $432,548 and transferred 150,000 shares of SRM Incâ€™s common stock to a convertible promissory Note Holder valued at $189,000 as consideration for extending the maturity date of the Note. As of September 30, 2024, the Company holds 3,436,005 shares of SRM Incâ€™s common share. Â Schedule of Equity Method Investment Summary of Changes to Equity Method InvestmentÂ Â Â Â Â Â Â Fair value of ConsiderationÂ $1,521,025Â Equity in SRM Inc lossesÂ Â (864,418) Investment in SRM Inc Balance at December 31, 2023Â $657,183Â Â Â Â Â Â Basis in the 350,000 shares of SRM Inc soldÂ Â (58,028) Equity in SRM Inc losses *Â Â (599,155) Investment in SRM Inc Balance at September 30, 2024Â $-Â Â *Total portion of SRM Incâ€™s for the nine months ended September 30, 2024 was $948,989. The Company has a limitation of $599,155 on the amount of losses it can record (balance cannot be less than zero). Â Note 16 - Subsequent Events Â Subsequent to September 30, 2024, the Company issued a total of 1,655,803 shares of its common stock consisting of: (i) 1,655,803 shares included in Common Stock Payable; (ii) 0 shares issued for a warrant exercise: and (iii) 0 shares issued at market price in a private placement for $0. Â In accordance with ASC Topic 855-10, the Company has analyzed its operations subsequent to September 30, 2024, to the date these financial statements were issued and has determined that it does not have any additional material subsequent events to disclose in these financial statements. Â F-15 Table of Contents Â 23,985,404 Shares of Common Stock Â Safety Shot, Inc. Â PROSPECTUS Â _________________, 2025 Â Â Â Â PART II Â INFORMATION NOT REQUIRED IN PROSPECTUS Â Item 14. Other Expenses of Issuance and Distribution Â The following table sets forth the costs and expenses payable by us in connection with the sale of common stock being registered. All amounts are estimates except for the SEC registration fee. Â SEC registration feeÂ $355Â Legal fees and expensesÂ $25,000Â Accounting fees and expensesÂ $6,000Â Printing and Miscellaneous ExpensesÂ $*Â TotalÂ $*Â Â *To be filed by amendment. Â Item 15. Indemnification of Directors and Officers Â Safety Shot, Inc. is incorporated under the laws of the State of Delaware. Reference is made to Section 102(b)(7) of the General Corporation Law of the State of Delaware, as amended (the â€œDGCLâ€), which enables a corporation in its original certificate of incorporation or an amendment thereto to eliminate or limit the personal liability of a director for violations of the directorâ€™s fiduciary duty, except (1) for any breach of the directorâ€™s duty of loyalty to the corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) pursuant to Section 174 of the DGCL, which provides for liability of directors for unlawful payments of dividends or unlawful stock purchase or redemptions or (4) for any transaction from which the director derived an improper personal benefit. Â Section 145(a) of the DGCL provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), because he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneysâ€™ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Â Section 145(b) of the DGCL provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneysâ€™ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made with respect to any claim, issue or matter as to which he or she shall have been adjudged to be liable to the corporation unless and only to the extent that the adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, he or she is fairly and reasonably entitled to indemnity for such expenses which the adjudicating court shall deem proper. Â Section 145(g) of the DGCL provides, in general, that a corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify the person against such liability under Section 145 of the DGCL. Â II-1 Â Â Our bylaws, subject to the provisions of the DGCL, contain provisions which allow the corporation to indemnify any person against liabilities and other expenses incurred as the result of defending or administering any pending or anticipated legal issue in connection with service to us if it is determined that person acted in good faith and in a manner which he reasonably believed was in the best interest of the corporation. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons, we have been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. Â As permitted by the DGCL, the registrant has entered into separate indemnification agreements with each of the registrantâ€™s directors and certain of the registrantâ€™s officers which require the registrant, among other things, to indemnify them against certain liabilities which may arise by reason of their status as directors, officers or certain other employees. Â The registrant expects to obtain and maintain insurance policies under which its directors and officers are insured, within the limits and subject to the limitations of those policies, against certain expenses in connection with the defense of, and certain liabilities which might be imposed as a result of, actions, suits or proceedings to which they are parties by reason of being or having been directors or officers. The coverage provided by these policies may apply whether or not the registrant would have the power to indemnify such person against such liability under the provisions of the DGCL. Â These indemnification provisions and the indemnification agreements entered into between the registrant and the registrantâ€™s officers and directors may be sufficiently broad to permit indemnification of the registrantâ€™s officers and directors for liabilities (including reimbursement of expenses incurred) arising under the Securities Act of 1933. Â Item 16. Exhibits Â Exhibit No. Â Description Â Â Â (a) Â Exhibits. 1.1 Â Form of Underwriting Agreement, incorporated by reference to Exhibit 1.1 of the Companyâ€™s Registration Statement filed with the SEC on June 17, 2020. 3.1 Â Amended and Restated Certificate of Incorporation, incorporated herein by reference to Exhibit 2.1 to Jupiter Wellness, Inc.â€™s Form 1-A filed with the Securities and Exchange Commission on June 21, 2019. 3.2 Â Bylaws, incorporated herein by reference to Exhibit 2.2 to Jupiter Wellness, Inc.â€™s Form 1-A filed with the Securities and Exchange Commission on June 21, 2019. 3.3 Â Amended and Restated Bylaws, incorporated by reference to Exhibit 3.3 of the Companyâ€™s Registration Statement filed with the SEC on July 14, 2020. 3.4 Â Certificate of Amendment of Certificate of Incorporation, incorporated by reference to Exhibit 3.4 of the Companyâ€™s Registration Statement filed with the SEC on June 17, 2020. 3.5 Â Second Amended and Restated Certificate of Incorporation, incorporated by reference to Exhibit 3.5 of the Companyâ€™s Registration Statement filed with the SEC on June 17, 2020. 4.1 Â Common Stock Purchase Warrant, incorporated by reference to Exhibit 4.1 of the Companyâ€™s Registration Statement filed with the SEC on July 14, 2020. 4.2 Â Representativeâ€™s Warrant, incorporated by reference to Exhibit 4.2 of the Companyâ€™s Registration Statement filed with the SEC on June 17, 2020. 4.3 Â Form of Warrant included in Unit, incorporated by reference to Exhibit 4.3 of the Companyâ€™s Registration Statement filed with the SEC on June 17, 2020. 4.4 Â Form of Warrant Agent Agreement, incorporated by reference to Exhibit 4.4 of the Companyâ€™s Registration Statement filed with the SEC on June 17, 2020. 4.5 Â Form of Secured Convertible Note between the Company and Biggar Capital, LLC 4.6 Â Form of Convertible Note between the Company and Biggar Capital, LLC Â II-2 Â Â 4.7 Â Form of Warrant between the Company and Biggar Capital, LLC 4.8 Â Form of Convertible Note between the Company and Biggar Capital, LLC 5.1* Â Opinion of Sichenzia Ross Ference LLP 10.1 Â Common Stock and Warrant Subscription Agreement, incorporated by reference to Exhibit 10.1 of the Companyâ€™s Registration Statement filed with the SEC on July 14, 2020. 10.2 Â Independent Directorâ€™s Contract between the Company and Dr. Hector Alila, dated February 25, 2019, incorporated by reference to Exhibit 10.2 of the Companyâ€™s Registration Statement filed with the SEC on July 14, 2020. 10.3 Â Independent Directorâ€™s Contract between the Company and Timothy G. Glynn, dated March 13, 2019, incorporated by reference to Exhibit 10.3 of the Companyâ€™s Registration Statement filed with the SEC on July 14, 2020. 10.4 Â Independent Directorâ€™s Contract between the Company and Christopher Melton, dated July 29, 2019, incorporated by reference to Exhibit 10.4 of the Companyâ€™s Registration Statement filed with the SEC on July 14, 2020). 10.5 Â Employment Agreement with Douglas O. McKinnon, dated August 5, 2019, incorporated by reference to Exhibit 10.5 of the Companyâ€™s Registration Statement filed with the SEC on July 14, 2020). 10.6 Â Form of Regulation A Subscription Agreement, incorporated herein by reference to Exhibit 4.1 to Jupiter Wellness, Inc.â€™s Form 1-A/A filed with the Securities and Exchange Commission on August 19, 2019. 10.7 Â Employment Agreement with Dr. Glynn Wilson, dated October 15, 2019, incorporated by reference to Exhibit 10.7 of the Companyâ€™s Registration Statement filed with the SEC on July 14, 2020. 10.8 Â Employment Agreement with Brian John, dated February 1, 2020, incorporated by reference to Exhibit 10.8 of the Companyâ€™s Registration Statement filed with the SEC on June 17, 2020. 10.9 Â Employment Agreement with Richard Miller, dated February 1, 2020, incorporated by reference to Exhibit 10.9 of the Companyâ€™s Registration Statement filed with the SEC on June 17, 2020. 10.10 Â 2020 Equity Incentive Plan, incorporated by reference to Exhibit 10.10 of the Companyâ€™s Registration Statement filed with the SEC on June 17, 2020. 10.11 Â Confidential Membership Interest Purchase Agreement dated February 20, 2020 by and between Jupiter Wellness, Inc., Magical Beasts LLC. and Krista Whitley, incorporated by reference to Exhibit 10.11 of the Companyâ€™s Registration Statement filed with the SEC on June 17, 2020. 10.12 Â Sales Distribution Agreement dated February 20, 2020 between Jupiter Wellness Inc. and Ayako Holdings, Inc., incorporated by reference to Exhibit 10.12 of the Companyâ€™s Registration Statement filed with the SEC on June 17, 2020. 10.13 Â Distribution Agreement, dated November 5, 2020, incorporated by reference to the Companyâ€™s Current Report on Form 8-K, filed with the SEC on November 9, 2020. 10.14 Â Endorsement Agreement, dated November 10, 2020, incorporated by reference to the Companyâ€™s Current Report on Form 8-K, filed with the SEC on November 19, 2020. 10.15 Â Share Exchange Agreement, dated November 30, 2020, incorporated by reference to the Companyâ€™s Current Report on Form 8-K, filed with the SEC on December 3, 2020. 10.16 Â Independent Directorâ€™s Agreement, dated January 20, 2021, incorporated by reference to the

Companyâ€™s Current Report on Form 8-K, filed with the SEC on January 26, 2021. 10.17 Â Omnibus Amendment dated January 25, 2021, incorporated by reference to the Companyâ€™s Current Report on Form 8-K, filed with the SEC on January 29, 2021. 10.18 Â First Amendment to Common Stock Option Agreement dated January 25, 2021, incorporated by reference to the Companyâ€™s Current Report on Form 8-K, filed with the SEC on January 29, 2021. 10.19 Â Employment Agreement dated as of January 20, 2021, incorporated by reference to the Companyâ€™s Current Report on Form 8-K, filed with the SEC on February 3, 2021. 10.20 Â Securities Purchase Agreement dated September 20, 2024, incorporated by reference to the Companyâ€™s Current Report on Form 8-K, filed with SEC on September 24, 2024. 10.21 Â Form of Stock Option Agreement, dated between the Company and Wall and Broad Capital, LLC dated September 6, 2024. 10.22 Â Loan Agreement dated May 11, 2021, by and between the Company and Greentree Financial Group, Inc., incorporated by reference to the Exhibit 10.1 of Companyâ€™s Current Report on Form 8-K, filed with the SEC on May 13, 2021. 10.23 Â Form of Greentree Warrant dated May 10, 2021, incorporated by reference to the Exhibit 10.2 of Companyâ€™s Current Report on Form 8-K, filed with the SEC on May 13, 2021. Â II-3 Â Â 10.24 Â Form of Promissory Note, incorporated by reference to the Exhibit 10.3 of Companyâ€™s Current Report on Form 8-K, filed with the SEC on May 13, 2021. 10.25 Â Loan Agreement between Jupiter Wellness, Inc. and Greentree Financial Group, dated April 20, 2022, incorporated by reference to the Exhibit 10.1 of Companyâ€™s Current Report on Form 8-K, filed with the SEC on April 22, 2022. 10.26 Â Promissory Note between Jupiter Wellness, Inc. and Greentree Financial Group, dated April 20, 2022, incorporated by reference to the Exhibit 10.2 of Companyâ€™s Current Report on Form 8-K, filed with the SEC on April 22, 2022. 10.27 Â Warrant Agreement between Jupiter Wellness, Inc. and Greentree Financial Group, dated April 20, 2022, incorporated by reference to the Exhibit 10.3 of Companyâ€™s Current Report on Form 8-K, filed with the SEC on April 22, 2022. 10.28 Â Form of Greentree - Amendment No. 2 to convertible loan agreement, convertible promissory note, and warrants, incorporated by reference to the Exhibit 10.1 of Companyâ€™s Current Report on Form 8-K, filed with the SEC on September 15, 2023. 10.29 Â Form of L&H - Amendment No. 2 to convertible loan agreement, convertible promissory note, and warrants, incorporated by reference to the Exhibit 10.2 of Companyâ€™s Current Report on Form 8-K, filed with the SEC on September 15, 2023. 10.30 Â Form of L&H Warrant 10.31 Â Form of Greentree Warrant 10.32 Â Form of Settlement Agreement between the Company and Biggar Capital, LLC 10.33 Â Form of Settlement Agreement between the Company and Intracoastal Capital, LLC 10.34 Â Form of Consulting Agreement between the Company and Blue Capital S.A., LLC 10.35 Â Form of Securities Purchase Agreement dated January 17, 2025 10.36 Â Arrangement Agreement between the Company and YerbaÃ© Brands Corp. 10.37 Â Equity Disbursement Agreement between the Company and Maxim Group LLC 10.38 Â Separation and Exchange Agreement between the Company, Caring Brands, Inc., a Nevada corporation, and Caring Brands, Inc, a Florida corporation. 10.39 Â Consulting Agreement between Core 4 Capital Corp. 10.40 Â Form of Securities Purchase Agreement between the Company and Core 4 Capital Corp. dated August 30, 2024. 10.41 Â Form of Warrant between the Company and Core 4 Capital Corp. 10.42 Â Form of Securities Purchase Agreement between the Company and Core 4 Capital Corp. dated June 27, 2024. 10.43 Â Form of Securities Purchase Agreement between the Company and Core 4 Capital Corp. dated April 4, 2024. 10.44 Â Employment Agreement between the Company and John Gulyas 10.45 Â Employment Agreement between the Company and Jordon Schur 10.46 Â Employment Agreement between the Company and Jarrett Boon 10.47 Â Employment Agreement between the Company and Danielle De Rosa 14.1 Â Code of Ethics, incorporated by reference to Exhibit 14.1 of the Companyâ€™s Registration Statement filed with the SEC on July 14, 2020. 14.2 Â Corporate Governance Guidelines, incorporated by reference to Exhibit 14.2 of the Companyâ€™s Registration Statement filed with the SEC on July 14, 2020. 21.1 Â Subsidiaries of the Registrant, incorporated by reference to Exhibit 21.1 of the annual report on Form 10-K, filed with the SEC on April 01, 2024. 23.1 Â Consent of M&K CPAS 23.2* Â Consent of Sichenzia Ross Ference Carmel LLP (included in Exhibit 5.1) 24.1 Â Power of Attorney (included in signature page to this registration statement) 97.1 Â Claw Back Policy, incorporated by reference to Exhibit 99.1 of the annual report on Form 10-K, filed with the SEC on April 01, 2024. 99.1 Â Insider Trading Policy, incorporated by reference to Exhibit 99.2 of the annual report on Form 10-K, filed with the SEC on April 01, 2024. 107 Â Fee table Â * To be filed by amendment. Â Item 17. Undertakings Â The Company hereby undertakes: Â (a)(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement: Â Â i. To include any prospectus required by section 10(a)(3) of the Securities Act of 1933; Â II-4 Â Â Â ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the â€œCalculation of Registration Feeâ€ table in the effective registration statement. Â Â Â Â iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; Â provided, however, that paragraphs (1)(i), (1)(ii), and (1)(iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement. Â (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Â (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering. Â (4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser: Â (i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and Â (ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or date of the first sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date. Â (5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser: Â (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424; Â (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant; Â (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and Â (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser. Â (6) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrantâ€™s annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit planâ€™s annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Â (7) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted against the registrant by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue. Â II-5 Â Â SIGNATURES Â Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Miami, State of Florida on February 4, 2025. Â SAFETY SHOT, INC. Â Â Â Â By: /s/ Jarrett Boon Â Â Jarrett Boon Â Â Chief Executive Officer and Director (Principal Executive Officer) Â Â POWER OF ATTORNEY Â KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Jarrett Boon, as his or her true and lawful attorneys-in-fact, with full power of substitution and re-substitution, for him or her and in his or her name, place and stead, in any and all capacities to sign any and all amendments (including post-effective amendments) to this registration statement and to sign a registration statement pursuant to Section 462(b) of the Securities Act of 1933, as amended, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof. Â Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated. Â Signature Â Title Â Date Â Â Â Â Â /s/ Jarrett Boon Â Director and Chief Executive Officer (principal executive officer) Â February 4, 2025 Jarrett Boon Â Â Â Â Â Â Â Â /s/ Danielle De Rosa Â Chief Financial Officer (principal financial and accounting officer) Â February 4, 2025 Danielle De Rosa Â Â Â Â Â Â Â Â Â /s/ David J. Long Â Director Â February 4, 2025 David J. Long Â Â Â Â Â Â Â Â Â /s/ Jordan Schur Â Director and President Â February 4, 2025 Jordan Schur Â Â Â Â Â Â Â Â Â /s/ Christopher Marc Melton Â Director Â February 4, 2025 Christopher Marc Melton Â Â Â Â Â Â Â Â Â /s/ Richard Pascucci Â Director Â February 4, 2025 Richard Pascucci Â Â Â Â Â Â Â Â Â /s/ John Gulyas Â Director (Chairman) Â February 4, 2025 John Gulyas Â Â Â Â Â Â Â Â Â /s/ Nancy Torres Kaufman Â Director Â February 4, 2025 Nancy Torres Kaufman Â Â Â Â II-6 Â EX-4.5 2 ex4-5.htm Â Exhibit 4.5 Â NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE â€œSECURITIES ACTâ€), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES. Â SECURED CONVERTIBLE NOTE Â U.S. $1,750,000.00 Issue Date: January 20, 2025 Â FOR VALUE RECEIVED, Safety Shot, Inc., a Delaware corporation (the â€œCompanyâ€), hereby promises to pay to Bigger Capital LLC, or its successors and assigns (the â€œHolderâ€), a principal sum of One Million Seven Hundred Fifty Thousand and 00/100 Dollars (U.S. $1,750,000.00), subject to the terms and conditions hereof. The aggregate principal amount outstanding under this Secured Convertible Note (this â€œNoteâ€) will be conclusively evidenced by the schedule annexed as Exhibit C hereto (the â€œLoan Scheduleâ€), up to a maximum principal amount of U.S. $1,750,000.00. The entire principal amount hereunder shall be due and payable in full on December 31, 2026 (the â€œMaturity Dateâ€), or such earlier date as this Note is required or permitted to be repaid as provided hereunder. All payments due hereunder (to the extent not converted into Conversion Shares (as defined below) in accordance with the terms hereof) shall be made in lawful money of the United States of America in accordance with such instructions as the Holder shall provide to the Company by written notice made in accordance with the provisions of this Note. Â 1. Interest; Payments. Interest shall accrue on the unpaid principal amount of this Note at the rate of nine percent (9%) per annum from January 20, 2025 (the â€œIssue Dateâ€) until the earlier to occur of (i) the date such unpaid principal amount is paid in full, or (ii) the date such unpaid principal amount is converted into shares of the Companyâ€™s Common Stock (â€œConversion Sharesâ€), in accordance with the terms hereof, and shall be computed on the basis of a 360-day year for the actual number of days elapsed. Interest accruing hereunder shall be paid either in cash or in Conversion Shares, as determined by the Holder in its sole discretion (provided that all accrued interest shall be paid in cash unless the Holder elects to receive any accrued interest in the form of Conversion Shares pursuant to a Conversion Notice delivered by the Holder pursuant to Section 2), in accordance with the following schedule: Â (a) Interest accrued during the period beginning on and including the Issue Date through and including March 31, 2026 shall be due and payable on April 1, 2026; Â (b) Interest accrued during the period beginning on and including April 1, 2026 and thereafter shall be due and payable quarterly, in arrears, on the first day of each calendar quarter beginning on and including June 1, 2026, for interest accrued through the last day of the prior calendar quarter; and Â (c) The entire outstanding principal amount of this Note shall be due and payable in full (i) on the Maturity Date, together with any outstanding interest accrued as of the Maturity Date or (ii) on such earlier date as the principal amount under this Note becomes due and payable or is converted in accordance with the terms hereof, together with any outstanding interest accrued as of such earlier date. Â Â Â Â Notwithstanding anything to the contrary set forth herein, upon the occurrence and during the continuance of an Event of Default (as defined below), interest shall accrue on the unpaid principal amount this Note at a rate equal to the lesser of fifteen percent (15%) per annum and the maximum rate permitted by applicable law, which shall accrue daily from the date of the occurrence and during the continuance of such Event of Default hereunder through and including the date of actual payment in full. Â 2. Conversion. Â (a) Voluntary Conversion. Subject to the terms and conditions hereof, the Holder, at its sole option, may deliver to the Company a notice in the form attached hereto as Exhibit A (a â€œConversion Noticeâ€) and an updated Loan Schedule, at any time and from time to time after the date hereof and prior to the payment of the principal amount and all accrued interest thereon (the date of the delivery of a Conversion Notice, a â€œConversion Dateâ€), to convert all or any portion of the outstanding principal amount of this Note plus accrued and unpaid interest thereon, for a number of Conversion Shares equal to the quotient obtained by dividing the dollar amount of such outstanding principal amount of this Note plus the accrued and unpaid interest thereon being converted by the Conversion Price as of the applicable Conversion Date. Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Note plus all accrued and unpaid interest thereunder in an amount equal to the applicable conversion, which shall be evidenced by entries set forth in the Conversion Notice and the Loan Schedule. Â (b) Conversion Price. The â€œConversion Priceâ€ shall be the lesser of (i) $0.5435 per share, and (ii) the Nasdaq Official Closing Price of the Common Stock (as reflected on Nasdaq.com) immediately preceding the date Stockholder Approval is obtained, subject to adjustment as provided herein. Â 3. Mechanics of Conversion. Â (a) Delivery of Conversion Shares upon Conversion. Within the earlier of (x) two (2) Trading Days and (y) the number of Trading Days comprising the Standard Settlement Period (as defined below), following any Conversion Date (the â€œDelivery Dateâ€), the Company will (i) cause the applicable Conversion Shares to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holderâ€™s or its designeeâ€™s balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system (â€œDWACâ€) if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Conversion Shares to or resale of the Conversion Shares by the Holder or (B) the Conversion Shares are eligible for resale by the Holder pursuant to Rule 144, and otherwise deliver to the Holder a certificate or certificates representing the number of Conversion Shares to which the Holder is entitled pursuant to the applicable Conversion Notice (subject to the limitations set forth in Section 4 hereof), and (ii) deliver to the Holder an endorsement by the Company of the Loan Schedule acknowledging the remaining outstanding principal amount of this Note plus all accrued and unpaid interest thereon not converted (an â€œEndorsementâ€). The Companyâ€™s delivery to the Holder of stock certificates or the Transfer Agentâ€™s crediting the Holderâ€™s balance account through DWAC in accordance with clause (i) above shall be Companyâ€™s conclusive endorsement of the remaining outstanding principal amount of this Note plus all accrued and unpaid interest thereon not converted as set forth in the Loan Schedule. If the Company fails for any reason to deliver or to cause the Transfer Agent to deliver to the Holder the Conversion Shares subject to a Conversion Notice by the applicable Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Conversion Shares subject to such conversion (based on the VWAP of the Common Stock on the date of the applicable Conversion Notice), $20 per Trading Day (increasing to $40 per Trading Day on the second (2nd) Trading Day after the Delivery Date) for each Trading Day after such Delivery Date until such Conversion Shares are delivered or Holder rescinds such conversion. The Company agrees to maintain a Transfer Agent that is a participant in the FAST program so long as this Note remains outstanding. As used herein, â€œStandard Settlement Periodâ€ means the standard settlement period, expressed in a number of Trading Days, on the Companyâ€™s primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Conversion Notice. Â Â 2Â Â Â (b) Legends. Assuming (i) the Holder is not an Affiliate of the Company, and (ii) all of the applicable conditions of Rule 144 promulgated under the Securities Act with respect to Holder and the Conversion Shares are met, the Company will cause the removal of any restrictive legend from the Conversion Shares (including by delivering an opinion of Companyâ€™s counsel to the Transfer Agent at its own expense to ensure the foregoing), and the Company agrees that the Holder is under no obligation to sell the Conversion Shares issuable upon the conversion of the Note prior to removing the legend. The Company agrees not to take any position contrary to this Section 3(b). Â (c) Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Conversion Shares pursuant to Section 3(a) by the applicable Delivery Date, then the Holder will have the right to rescind such Conversion Notice. Â (d) Compensation for Buy-In on Failure to Timely Deliver Conversion Shares upon Conversion. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Conversion Shares in accordance with the provisions of Section 3(a) above pursuant to a conversion on or before the applicable Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holderâ€™s brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Conversion Shares which the Holder anticipated receiving upon such conversion (a â€œBuy-Inâ€), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holderâ€™s total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Conversion Shares that the Company was required to deliver to the Holder in connection with the conversion at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Note and equivalent number of Conversion Shares for which such conversion was not honored (in which case such conversion shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its conversion and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of the Note with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holderâ€™s right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Companyâ€™s failure to timely deliver shares of Common Stock upon conversion of this Note as required pursuant to the terms hereof. Â (e) No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Note. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share. Â (f) Charges, Taxes and Expenses. Issuance of Conversion Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Conversion Shares, all of which taxes and expenses shall be paid by the Company, and such Conversion Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that, in the event that Conversion Shares are to be issued in a name other than the name of the Holder, this Note when surrendered for conversion shall be accompanied by the Assignment Form attached hereto as Exhibit B duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Conversion Notice and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Conversion Shares. Â Â 3Â Â Â (g) Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely conversion of this Note, pursuant to the terms hereof. Â 4. Certain Conversion Limitations. Â (a) The Company shall not effect any conversion of this Note, and the Holder shall not have the right to convert any portion of this Note, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after conversion as set forth on the applicable Conversion Notice, the Holder (together with the Holderâ€™s Affiliates, and any other Persons acting as a group together with the Holder or any of the Holderâ€™s Affiliates (such Persons, â€œAttribution Partiesâ€)), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of this Note with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) conversion of the remaining portion of this Note beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 4(a), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 4(a) applies, the determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Note is convertible shall be in the sole discretion of the Holder, and the submission of a Conversion Notice shall be deemed to be the Holderâ€™s determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Note is convertible, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 4(a), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Companyâ€™s most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Note, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The â€œBeneficial Ownership Limitationâ€ shall be 4.99% of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of this Note. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 4(a), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Note held by the Holder and the provisions of this Section 4(a) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 4(a) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Note. Â Â 4Â Â Â (b) Resale Eligibility. Notwithstanding anything to the contrary set forth herein, the Holder shall not have the right to convert any portion of this Note until the earlier of (i) the date that a registration statement permitting the resale of the Conversion Shares by the Holder is declared effective by the Commission and (ii) the date the Conversion Shares become eligible for resale by the Holder pursuant to Rule 144. Â (c) Principal Market Regulation; Stockholder Approval. Â (i) Notwithstanding anything to the contrary set forth herein, the Company shall not effect any conversion of this Note, and the Holder shall not have the right to convert any portion of this Note, unless and until the Company has obtained Stockholder Approval. The Company hereby represents and warrants to the Holder that the execution and delivery of this Note by the Company and the performance of its obligations hereunder, do not and will not, conflict with the listing rules of any Trading Market upon which the Common Stock may be listed. Â (ii) The Company covenants and agrees to hold a special meeting of shareholders at the earliest practical date after the Issue Date but in no event later than one hundred (100) days after the Issue Date for the purpose of obtaining Stockholder Approval, with the recommendation of the Companyâ€™s Board of Directors that such proposal be approved, and the Company shall solicit proxies from its shareholders in connection therewith in the same manner as all other management proposals in such proxy statement and all management-appointed proxyholders shall vote their proxies in favor of such proposal. The Company shall use its best efforts to obtain such Stockholder Approval. If the Company does not obtain Stockholder Approval at the first meeting, the Company shall call a meeting every four months thereafter to seek Stockholder Approval until the date Stockholder Approval is obtained. Â 5. Certain Adjustments. Â (a) Stock Dividends and Stock Splits. If the Company, at any time while this Note is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon conversion of this Notes), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Company, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Company) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination, or re-classification. Â Â 5Â Â Â (b) Reserved. Â (c) Subsequent Rights Offerings.Â In addition to any adjustments pursuant to Section 5(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the â€œPurchase Rightsâ€), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holderâ€™s right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation). Â (d) Pro Rata Distributions. During such time as this Note is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a â€œDistributionâ€), at any time after the issuance of this Note, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided,Â however, to the extent that the Holderâ€™s right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation). Â Â 6Â Â Â (e) Fundamental Transactions. If, at any time while this Note is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of fifty percent (50%) or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than fifty percent (50%) of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a â€œFundamental Transactionâ€), then, upon any subsequent conversion of this Note, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the â€œAlternate Considerationâ€) receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Note is convertible immediately prior to such Fundamental Transaction (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash, or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Note following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the â€œSuccessor Entityâ€) to assume in writing all of the obligations of the Company under this Note and any document ancillary hereto, in accordance with the provisions of this Section 5(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Note, deliver to the Holder in exchange for this Note a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Note which is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Note (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation) prior to such Fundamental Transaction, and with a conversion price which applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of this Note immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Note and the other Transaction Documents referring to the â€œCompanyâ€ shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Note and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein. Â (f) Calculations. All calculations under this Section 5 shall be made to the nearest cent or to the nearest 1/100th of a share, as the case may be. Â Â 7Â Â Â (g) Notice to Holder. Â (i) Whenever the Conversion Price is adjusted pursuant to any provision of this Section 5, the Company shall promptly deliver to the Holder by email a notice setting forth the Conversion Price after such adjustment and any resulting adjustment to the number of Conversion Shares and setting forth a brief statement of the facts requiring such adjustment. Â (ii) If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of this Note, and shall cause to be delivered to the Holder at its last address as it shall appear upon this Note Register, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert this Note during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein. Â 6. Authorized Shares. The Company covenants that, during the period the Note is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Conversion Shares upon any conversion of this Note. The Company further covenants that its issuance of this Note shall constitute full authority to its officers who are charged with the duty of issuing the necessary Conversion Shares upon any conversion of this Note. The Company will take all such reasonable action as may be necessary to assure that such Conversion Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Conversion Shares which may be issued upon any conversion this Note will, upon any conversion of this Note in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable (which means that no further sums are required to be paid by the holders thereof in connection with the issue thereof) and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue). Â Â 8Â Â Â Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Note, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Note against impairment. Without limiting the generality of the foregoing, the Company will (i) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Conversion Shares upon the conversion of this Note and (ii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Note. Â Before taking any action that would result in an adjustment in the number of Conversion Shares into which this Note is convertible or in the Conversion Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof. Â 7. Voluntary Prepayment. The Company shall have the right to prepay this Note at any time during the period beginning on the Issue Date through and including July 18, 2025 in whole or in part (â€œOptional Redemptionâ€), by paying to the Holder a sum of money equal to one hundred percent (100%) of the principal amount to be redeemed, together with accrued but unpaid interest thereon and any and all other sums due, accrued or payable to the Holder arising under this Note or any Transaction Document through the Redemption Payment Date as defined below (the â€œRedemption Amountâ€); provided, notwithstanding anything to the contrary set forth herein, the Company shall not be permitted to effect an Optional Redemption hereof until such time as the Company has paid in full all of its outstanding obligations under the Unsecured Note in cash, and, for the avoidance of doubt, in the event that the Company elects to satisfy its obligations under the Unsecured Note via an Alternative Payment Method (as defined in the Unsecured Note), the Company shall not be permitted to effect an Optional Redemption absent the prior written consent of the Holder to be granted in its sole and absolute discretion. The Companyâ€™s election to exercise its right to prepay must be by notice in writing (â€œNotice of Redemptionâ€). The Notice of Redemption shall specify the date for such Optional Redemption (the â€œRedemption Payment Dateâ€), which date shall be ten (10) Trading Days after the date of the Notice of Redemption (the â€œRedemption Periodâ€). A Notice of Redemption shall not be effective with respect to any portion of the Principal Amount for which the Holder has a pending election to convert, or for conversions initiated or made by the Holder during the Redemption Period. On the Redemption Payment Date, the Redemption Amount, less any portion of the Redemption Amount against which the Holder has exercised its conversion rights, shall be paid in good funds to the Holder. If the Company fails to pay the Redemption Amount on the Redemption Payment Date as set forth herein, then such Notice of Redemption will be null and void. Â 8. Negative Covenants. Without the prior written consent of the Holder, the Company shall not and shall not permit any of its Subsidiaries to: Â (a) create, incur, assume or in any manner become liable in respect of, or suffer to exist, any indebtedness other than Permitted Indebtedness; Â (b) pay any principal or other amount on any indebtedness for borrowed money that is contractually subordinated to this Note pursuant to any subordination agreement or intercreditor agreement to which the Company is a party in violation of such subordination or intercreditor agreement, as applicable; Â (c) create, incur, assume or suffer to exist any security interest, lien, mortgage, pledge, charge, or other encumbrance of any nature whatsoever, on any of the Collateral whether now or hereafter owned, other than (i) the security interests and liens in favor of the Holder granted pursuant to this Note and (ii) Permitted Liens; or Â (d) sell, transfer, pledge, hypothecate, liquidate or otherwise dispose of all or substantially all of the equity securities of the Maker, in one or more transactions, or enter into any agreement to do so. Â Â 9Â Â Â 9. Events of Default. Â (a) The occurrence of any one of the following events for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary, or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule, or regulation of any administrative or governmental body) shall constitute an â€œEvent of Defaultâ€: Â (i) any default in the payment of the principal or interest on or other payments owing in respect of this Note as and when the same shall become due and payable (whether on a Conversion Date, the Maturity Date, by acceleration or otherwise); Â (ii) the Company fails for any reason to deliver or to cause the Transfer Agent to deliver to the Holder the Conversion Shares subject to a Conversion Notice by the applicable Delivery Date in accordance with Section 3(a), and such failure shall not have been remedied within three (3) Trading Days after the date on which notice of such failure shall have been given; Â (iii) (x) a registration statement permitting the resale by the Holder of not less than 150% of the aggregate number of shares of Common Stock initially issuable hereunder and under the Unsecured Note (the â€œRegistration Statementâ€) shall not have been declared effective by the Commission by April 5, 2025 or (y) uponÂ receiving notification from the CommissionÂ that either the Registration Statement has received a â€œno reviewâ€ from the Commission or that the Commission has no additional comments to the Registration Statement, the Company shall fail to all action necessary to ensure that the Registration Statement has been declared effective within two Business Days of either suchÂ notification; Â (iv) the Company shall fail to observe or perform any other covenant, agreement or warranty contained in, or otherwise commit any breach of this Note, the Settlement Agreement or any other Transaction Document, and such failure or breach shall not, if subject to the possibility of a cure by the Company, have been remedied within ten (10) Trading Days after the date on which notice of such failure or breach shall have been given; Â (v) the Company or any Subsidiary shall default in any of its obligations under any mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument under which there may be issued, or by which there may be secured or evidenced any indebtedness for borrowed money or money due under any long term leasing or factoring arrangement of the Company in an amount exceeding $150,000, whether such indebtedness now exists or shall hereafter be created and such default shall result in such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable; Â (vi) the Common Stock shall not be eligible for quotation on or quoted for trading on a Trading Market and shall not again be eligible for and quoted or listed for trading thereon within ten (10) Trading Days; Â (vii) a Commission or judicial stop trade order or trading suspension by the primary Trading Market with respect to the Common Stock that lasts for five (5) or more consecutive Trading Days; or Â Â 10Â Â Â (viii) the Company shall commence or there shall be commenced against the Company a case under any applicable bankruptcy or insolvency laws as now or hereafter in effect or any successor thereto, or the Company commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Company or any Subsidiary thereof or there is commenced against the Company or any Subsidiary thereof any such bankruptcy, insolvency or other proceeding which remains undismissed for a period of sixty (60) days; or the Company or any Subsidiary thereof is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the Company or any Subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property which continues undischarged or unstayed for a period of sixty (60) days; or the Company or any Subsidiary thereof shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing; or any corporate or other action is taken by the Company or any Subsidiary thereof for the purpose of effecting any of the foregoing. Â (b) Remedies Upon Event of Default. Subject to the Beneficial Ownership Limitation as set forth in Section 4, if any Event of Default occurs, then the outstanding Principal Amount of this Note, liquidated damages and other amounts owing in respect thereof through the date of acceleration, shall become, at the Holderâ€™s election by written notice to the Company, immediately due and payable, at the Holderâ€™s option, either (i) in cash in the amount of the Mandatory Default Amount or (ii) by delivery to the Holder of a number of shares of Common Stock equal to the Mandatory Default Amount divided by the lesser of (x) the Conversion Price as of the date the Mandatory Default Amount is demanded or otherwise due and (y) the Conversion Price as of the date such shares are delivered to the Holder. Upon the payment in full of the Mandatory Default Amount in cash or in shares of Common Stock, the Holder shall promptly surrender this Note to or as directed by the Company. In connection with such acceleration described herein, the Holder need not provide, and the Company hereby waives, any presentment, demand, protest or other notice of any kind (other than the Holderâ€™s election to declare such acceleration), and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of this Note until such time, if any, as the Holder receives full payment pursuant to this Section 8(b). No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon. Â 10. Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Note. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Note and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate. Â 11. No Waiver of Holderâ€™s Rights, etc. All payments of principal and interest shall be made without setoff, deduction, or counterclaim. No delay or failure on the part of the Holder in exercising any of its options, powers, or rights, nor any partial or single exercise of its options, powers or rights shall constitute a waiver thereof or of any other option, power or right, and no waiver on the part of the Holder of any of its options, powers or rights shall constitute a waiver of any other option, power or right. The Company hereby waives presentment of payment, protest, and notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note. Acceptance by the Holder of less than the full amount due and payable hereunder shall in no way limit the right of the Holder to require full payment of all sums due and payable hereunder in accordance with the terms hereof. Â Â 11Â Â Â 12. Costs and Expenses. If the Holder shall commence an action, suit or proceeding to enforce any provisions of this Note, and provided the Holder prevails in such action, suit or proceeding, the Company shall pay (and shall indemnify and hold harmless the Holder from and against), all reasonable attorneysâ€™ fees and expenses incurred by the Holder in connection with the investigation, preparation and prosecution of such action, suit or proceeding. Â 13. Cumulative Rights and Remedies; Usury. The rights and remedies of the Holder expressed herein are cumulative and not exclusive of any rights and remedies otherwise available. If it shall be found that any interest outstanding hereunder shall violate applicable laws governing usury, the applicable rate of interest outstanding hereunder shall be reduced to the maximum permitted rate of interest under such law. Â 14. Partial Invalidity. In the case any provision of this Note is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that its enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Note will not in any way be affected impaired thereby. Â 15. Amendment; Waiver. No term or provision contained herein may be modified, amended or waived except by written agreement or consent signed by the Company and the Holder. Â 16. Successors and Assigns. This Note shall be binding upon the Company and its successors and shall inure to the benefit of the Holder and its successors and assigns. The term â€œHolderâ€ as used herein, shall also include any endorsee, assignee or other holder of this Note. Â 17. Lost or Stolen Note. If this Note is lost, stolen, mutilated or otherwise destroyed, the Company shall execute and deliver to the Holder a new promissory note containing the same terms, and in the same form, as this Note. In such event, the Company may require the Holder to deliver to the Company an affidavit of lost instrument and customary indemnity in respect thereof as a condition to the delivery of any such new promissory note. Â 18. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day. Â 19. Notices. Any and all notices or other communications or deliveries to be provided by the Holder hereunder including, without limitation, any Conversion Notice, shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service, addressed to the Company, at 1061 E. Indiantown Rd., Ste. 110, Jupiter, FL 33477, Attention: Jarrett Boon, Chief Executive officer, email address: jboon@drinksafetyshot.com, or such other email address or address as the Company may specify for such purposes by notice to the Holder. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service addressed to the Holder, at 11700 West Charleston Blvd. #170-659, Las Vegas, NV 89135, Attention: Michael Bigger, email address: michael@biggercapital.com, or such other email address or address of the Holder as the Holder may specify for such purposes by notice to the Company. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section prior to 5:30Â p.m. (New York City time) on any date, (ii) the next Trading Day after the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30Â p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. Â Â 12Â Â Â 20. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Note (whether brought against a party hereto or their respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Note and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. Notwithstanding the foregoing, nothing in this paragraph shall limit or restrict the federal district court in which a Holder may bring a claim under the federal securities laws. Â 21. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND

UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. Â 22. Security Interest; Collateral Matters. Â (a) To secure payment and performance of all obligations under this Note, the Company hereby grants to Holder a continuing first priority security interest in, a lien upon, and a right of set off against, and hereby collaterally assigns to Holder as security, all of the Companyâ€™s present and after-acquired, personal property, including, but not limited to, all accounts, deposit accounts, chattel paper, instruments, documents, securities, contract rights, rights to payment of money, receivables, equipment, goods, inventory, investment property, goodwill, general intangibles, intellectual property, patents, patent applications, trademarks, trademark applications, trade names, Internet domain names, service marks, trade secrets, know-how, technology, software, hardware, commercial tort claims, furniture, fixtures, warranties and guarantees, and including any products, proceeds, (including insurance proceeds) or income derived therefrom, whether by disposition or otherwise (together with all other collateral security for the obligations hereunder at any time granted to or held or acquired by the Holder, collectively, the â€œCollateralâ€). Â (b) The Company acknowledges and agrees that the Holder shall file Uniform Commercial Code financing statements with the Secretary of State of the State of Delaware for the Collateral in order to perfect the security interests granted herein. Such financing statements may describe the Collateral as â€œall assets of the Debtorâ€ or words of similar effect. The Company represents, warrants and agrees that upon the filing of financing statements relating to the Collateral with the Secretary of State of the State of Delaware, the Holder will have a valid and perfected first priority security interest in the Collateral (to the extent a security interest therein may be perfected by the filing of a financing statement). The Company agrees to take such actions and to execute any instruments, agreements or other documents as Holder may request in order to create, preserve, perfect or validate Holderâ€™s security interest in the Collateral, or to enable Holder to exercise or enforce its rights under this Note with respect to the Collateral. Â Â 13Â Â Â (c) Upon the occurrence and continuance of an Event of Default, and to the extent permitted by the New York Uniform Commercial Code (â€œUCCâ€) and other applicable law: Â (i) Holder shall have and may exercise with reference to the Collateral and the obligations of Holder hereunder any or all of the rights and remedies of a Holder under the UCC, and as otherwise granted herein or under any other applicable law or any other agreement now or hereafter in effect executed by the Company, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, or otherwise utilize the Collateral and any part or parts thereof in any manner authorized or permitted under the UCC or any other applicable law after default by a debtor, and to apply the proceeds in accordance with Section 22(d) hereof. Without limiting the foregoing, Holder shall have the right to take possession of all or any part of the Collateral and of all books, records, papers and documents of the Company or in the Companyâ€™s possession or control relating to the Collateral which are not already in Holderâ€™s possession. In addition, if permitted by applicable law, Holder will be entitled to appoint any Person as receiver or receiver and manager (a â€œReceiverâ€) of all or any part of the Collateral in which the Company has an interest, and any Receiver so appointed will have all the rights and remedies of Holder (except the right to appoint a Receiver). To the extent permitted by law, the Debtors expressly waive any notice of sale or other disposition of the Collateral and all other rights or remedies of the Debtors or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Holder existing after default hereunder; and to the extent any such notice is required and cannot be waived, the Debtors agree that if such notice is given in the manner provided in Section 19 hereof at least five (5) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice. Holder shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Holder may adjourn any public or private sale. Â (ii) Upon notice by Holder to the Company, the Holder or its nominee or nominees shall have the sole and exclusive right to exercise all voting and consensual powers pertaining to the Collateral or any part thereof and may exercise such powers in such manner as Holder may elect. Â (iii) All rights to marshalling of assets of the Company, including any such right with respect to the Collateral are hereby waived by the Company. Â (iv) All recitals in any instrument of assignment or any other instrument executed by the Holder incident to sale, lease, transfer, assignment or other disposition, lease or utilization of the Collateral or any part thereof under this Section 22 shall be full proof of the matters stated therein and no other proof shall be requisite to establish full legal propriety of the sale or other action taken by the Holder or of any fact, condition or thing incident thereto and all prerequisites of such sale or other action or of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred. Â (d) In the event the Holder sells or otherwise disposes of the Collateral in the course of exercising the remedies provided for in this Note, any amounts held, realized or received by the Holder pursuant to the provisions hereof, including the proceeds of the sale of any of the Collateral or any part thereof, shall be applied by the Holder first toward the payment of any costs and expenses incurred by Holder in enforcing this Note, in realizing on or protecting any Collateral and in enforcing or collecting any obligations hereunder, including, without limitation, the actual attorneysâ€™ fees and expenses incurred by Holder, all of which costs and expenses the Company agrees to pay, and then to such other obligations in such order as the Holder may elect. Any amounts and any Collateral remaining after such application and after payment to the Holder of satisfaction of all of outstanding obligations hereunder in full shall be paid or delivered to the Company, its successor or assigns, or as a court of competent jurisdiction may direct. Â Â 14Â Â Â 23. Definitions. As used herein, the following terms shall have the following meanings: Â â€œAffiliateâ€ means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act. Â â€œBoard of Directorsâ€ means the board of directors of the Company. Â â€œBusiness Dayâ€ means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to â€œstay at homeâ€, â€œshelter-in-placeâ€, â€œnon-essential employeeâ€ or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York generally are open for use by customers on such day. Â â€œCommissionâ€ means the United States Securities and Exchange Commission. Â â€œCommon Stockâ€ means the common stock of the Company, $0.001 par value per share, and any other class of securities into which such securities may hereafter be reclassified or changed. Â â€œCommon Stock Equivalentsâ€ means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock. Â â€œExchange Actâ€ means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. Â â€œMandatory Default Amountâ€ means the sum of (i) the greater of (A) 120% of the outstanding principal amount of the Note, and (B) the outstanding principal amount of the Note, divided by the Conversion Price on (x) the date the Mandatory Default Amount is demanded or otherwise due or (y) the date the Mandatory Default Amount is paid in full, whichever is less, multiplied by the VWAP of the Common Stock on (x) the date the Mandatory Default Amount is demanded or otherwise due or (y) the date the Mandatory Default Amount is paid in full, whichever is greater, and (ii) all other amounts, costs, expenses and liquidated damages due hereunder. Â â€œNote Registerâ€ shall mean the register maintained by the Company, which includes a list of the name and address of the Holder, as well as the outstanding principal amount and interest amount owing to such Holder from time to time. Â â€œPermitted Indebtednessâ€ means, (a) any indebtedness and obligations owing under this Note and the other Transaction Documents; (b) trade accounts payable incurred in the ordinary course of business; (c) purchaseÂ money indebtedness incurred in connection with the acquisition of machinery and equipment; (d) the present value of any lease payments not in excess of $100,000 due under leases required to be capitalized in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved (â€œGAAPâ€); and (e) indebtednessÂ for borrowed money that is expressly subordinate and junior in right of payment to this Note pursuant to a written subordination agreement between the Holder and the holders of such indebtedness that is acceptable to the Holder in its sole and absolute discretion, and the holders of which are not granted any security interest. Â Â 15Â Â Â â€œPermitted Liensâ€ means (a) liens for taxes, fees, assessments, or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings (which proceedings have the effect of preventing the enforcement of such lien) for which adequate reserves in accordance with GAAP are being maintained, provided, that the same have no priority over any of the Holderâ€™s security interests in the Collateral except as required pursuant to applicable law; (b) liens of materialmen, mechanics, carriers, or other similar liens arising in the ordinary course of business and securing obligations which are not delinquent or are being contested in good faith by appropriate proceedings (which proceedings have the effect of preventing the enforcement of such lien) for which adequate reserves in accordance with GAAP are being maintained; (c) liens which constitute bankerâ€™s liens, rights of set-off, or similar rights as to deposit accounts or other funds maintained with a bank or other financial institution (but only to the extent such bankerâ€™s liens, rights of set-off or other rights are in respect of customary service charges relative to such deposit accounts and other funds, and not in respect of any loans or other extensions of credit by such bank or other financial institution to the Company); (d) cash deposits or pledges of an aggregate amount not to exceed $10,000 to secure the payment of workerâ€™s compensation, unemployment insurance, or other social security benefits or obligations, public or statutory obligations, surety or appeal bonds, bid or performance bonds, or other obligations of a like nature incurred in the ordinary course of business; and (e) liens incurred in connection with indebtedness permitted to be incurred under clauses (c) and (d) of the definition of â€œPermitted Indebtednessâ€, provided that such liens are not secured by assets of the Company or its Subsidiaries other than the assets so acquired or leased. Â â€œPersonâ€ means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind. Â â€œRule 144â€ means Rule 144 under the Securities Act. Â â€œSettlement Agreementâ€ means that certain Settlement Agreement and Mutual Release dated as of January 20, 2025, by and between the Company and Bigger Capital LLC. Â â€œStockholder Approvalâ€ means such approval as may be required by the applicable rules and regulations of the Nasdaq Capital Market (or any successor entity) from the stockholders of the Company with respect to the transactions contemplated under this Note and the other Transaction Documents, including, without limitation, the issuance of all of the Conversion Shares issuable hereunder including in an amount that would, when aggregated with (i) the number of shares issued upon any prior conversions of the Unsecured Note, and (ii) the number of shares issued upon any prior exercises of the Exchange Warrant, exceed 19.99% of the issued and outstanding Common Stock on the Issue Date, at a price less than the market value of the Common Stock on the Issue Date. Â â€œSubsidiaryâ€ means any subsidiary of the Company and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof. Â â€œTrading Dayâ€ means a day on which the Common Stock is traded on a Trading Market. Â Â 16Â Â Â â€œTrading Marketâ€ means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing). Â â€œTransaction Documentsâ€ means (i) this Note, (ii) the Settlement Agreement, (iii) that certain Convertible Note dated as of January 20, 2025 in the principal amount of $3,500,000 issued by the Company to Bigger Capital LLC (the â€œUnsecured Noteâ€), (iv) that certain Warrant to Purchase Common Stock dated as of January 20, 2025 issued by the Company to Bigger Capital LLC (the â€œExchange Warrantâ€), and any other agreements, instruments or documents delivered in connection with the Settlement Agreement. Â â€œTransfer Agentâ€ means ClearTrust, LLC, the current transfer agent of the Company, with a mailing address of 16540 Pointe Village Dr., Suite 210, Lutz, FL 33558 and an email address of kara@cleartrusttransfer.com, and any successor transfer agent of the Company. Â â€œVWAPâ€ means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30Â a.m. (New York City time) to 4:02Â p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company. Â ******************** Â [Signature Page Follows] Â Â 17Â Â Â IN WITNESS WHEREOF, the Company has caused this Secured Convertible Note to be duly executed and delivered as of the date first set forth above. Â Â SAFETY SHOT, INC. Â Â Â By: Â Name: Â Title: Â Â Â Â Â 18Â Â Â EXHIBIT A NOTICE OF CONVERSION Â The undersigned hereby elects to convert the principal amount and interest indicated below of the attached Secured Convertible Note into shares of common stock, $0.001 par value (the â€œCommon Stockâ€ or â€œConversion Sharesâ€), of Safety Shot, Inc., according to the conditions hereof, as of the date written below. No fee will be charged to the Holder for any conversion. Â Date to Effect Conversion: Â Â Principal Amount and Interest of Â Â Secured Convertible Note to be

Converted: Â Â Applicable Conversion Price: Â Â Â Number of shares of Common Stock to be Issued:Â Â Â Â Please issue said Conversion Shares in the name of the undersigned or in such other name as is specified below: Â _______________________________ Â The Conversion Shares shall be delivered to the following DWAC Account Number: Â _______________________________ Â _______________________________ Â _______________________________ Â Â Â Â Name of Holder (Please Print) Â Â Â Â Â Â Â Signature of Authorized Signatory of Holder Â Â Â Â Â Â Â Name of Authorized Signatory Â Â Â Â Â Â Â Title of Authorized Signatory Â Â Â Â Â Date: Â Â Â Â Â -Exhibit A-Â Â Â EXHIBIT B ASSIGNMENT FORM Â (To assign the foregoing Note, execute this form and supply required information. Do not use this form to convert the Note into Conversion Shares.) Â FOR VALUE RECEIVED, the foregoing Note and all rights evidenced thereby are hereby assigned to: Â Name: Â (Please Print) Â Â Address: Â (Please Print) Â Phone Number: Â Â Email Address: Â Â Dated: Â Â Holderâ€™s Signature: Â Â Holderâ€™s Address: Â Â -Exhibit B-Â Â Â EXHIBIT C LOAN SCHEDULE Â Secured Convertible Note Issued by Safety Shot, Inc. Dated: January 20, 2025 SCHEDULE OF CONVERSIONS AND PAYMENTS OF PRINCIPAL Â Date of Conversion Â Amount of Conversion Â Total Amount Due Subsequent To Conversion Â -Exhibit C-Â Â EX-4.6 3 ex4-6.htm Â Exhibit 4.6 Â NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE â€œSECURITIES ACTâ€), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES. Â CONVERTIBLE NOTE Â U.S. $3,500,000.00 Issue Date: January 20, 2025 Â FOR VALUE RECEIVED, Safety Shot, Inc., a Delaware corporation (the â€œCompanyâ€), hereby promises to pay to Bigger Capital LLC, or its successors and assigns (the â€œHolderâ€), a principal sum of Three Million Five Hundred Thousand and 00/100 Dollars (U.S. $3,500,000.00), subject to the terms and conditions hereof. The aggregate principal amount outstanding under this Convertible Note (this â€œNoteâ€) will be conclusively evidenced by the schedule annexed as Exhibit C hereto (the â€œLoan Scheduleâ€), up to a maximum principal amount of U.S. $3,500,000.00. Â 1. Payment; Maturity Date. The entire principal amount hereunder, including any accrued and unpaid interest thereon shall be due and payable in full on July 21, 2025 (the â€œMaturity Dateâ€), or such earlier date as this Note is required or permitted to be repaid as provided hereunder (the Companyâ€™s â€œRepayment Obligationâ€); provided, notwithstanding the foregoing, that the Company shall be entitled to satisfy its Repayment Obligation on the Maturity Date by any one of the following three methods: (i) paying the Holder the full amount of outstanding principal amount of this Note, together with any accrued and unpaid interest thereon, in cash on the Maturity Date; (ii) paying the Holder $2,000,000 in cash and issuing the Holder a SAFE in the principal amount of $2,000,000 in the form annexed as Exhibit D to the Settlement Agreement (as defined in Section 22 below) on the Maturity Date; or (iii) issuing the Holder a Convertible Note in the principal amount of $4,500,000 in the form annexed as Exhibit E to the Settlement Agreement on the Maturity Date (the delivery by the Company of all items described in either one of the foregoing clauses (ii) or (iii), respectively, shall be referred to herein as an â€œAlternative Payment Methodâ€). All payments due hereunder (to the extent not converted into Conversion Shares (as defined below) in accordance with the terms hereof) shall be made in lawful money of the United States of America in accordance with such instructions as the Holder shall provide to the Company by written notice made in accordance with the provisions of this Note. Â 2. Interest. Interest shall accrue on the unpaid principal amount of this Note at the rate of nine percent (9%) per annum from January 20, 2025 (the â€œIssue Dateâ€) until the earlier to occur of (i) the date such unpaid principal amount is paid in full, (ii) the date such unpaid principal amount is converted into shares of the Companyâ€™s Common Stock (â€œConversion Sharesâ€), in accordance with the terms hereof, or (iii) the date the Company otherwise satisfies its Repayment Obligation in respect of such outstanding principal amount via an Alternative Payment Method. Interest accruing hereunder shall be paid, either in cash at the Maturity Date or on such earlier date as the principal amount under this Note becomes due and payable, or in Conversion Shares on such date as any principal amount under this Note together with interest accrued thereon is converted in accordance with the terms hereof, and shall be computed on the basis of a 360-day year for the actual number of days elapsed. Notwithstanding anything to the contrary set forth herein, upon the occurrence and during the continuance of an Event of Default (as defined below), interest shall accrue on the unpaid principal amount this Note at a rate equal to the lesser of fifteen percent (15%) per annum and the maximum rate permitted by applicable law, which shall accrue daily from the date of the occurrence and during the continuation of such Event of Default hereunder through and including the date of actual payment in full. Â Â Â Â 3. Conversion. Â (a) Voluntary Conversion. Subject to the terms and conditions hereof, the Holder, at its sole option, may deliver to the Company a notice in the form attached hereto as Exhibit A (a â€œConversion Noticeâ€) and an updated Loan Schedule, at any time and from time to time after the date hereof and prior to the payment of the principal amount and all accrued interest thereon (the date of the delivery of a Conversion Notice, a â€œConversion Dateâ€), to convert all or any portion of the outstanding principal amount of this Note plus accrued and unpaid interest thereon, for a number of Conversion Shares equal to the quotient obtained by dividing the dollar amount of such outstanding principal amount of this Note plus the accrued and unpaid interest thereon being converted by the Conversion Price. Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Note plus all accrued and unpaid interest thereunder in an amount equal to the applicable conversion, which shall be evidenced by entries set forth in the Conversion Notice and the Loan Schedule. Â (b) Conversion Price. The â€œConversion Priceâ€ shall be $0.5435 per share, subject to adjustment as provided herein. Â 4. Mechanics of Conversion. Â (a) Delivery of Conversion Shares upon Conversion. Within the earlier of (x) two (2) Trading Days and (y) the number of Trading Days comprising the Standard Settlement Period (as defined below), following any Conversion Date (the â€œDelivery Dateâ€), the Company will (i) cause the applicable Conversion Shares to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holderâ€™s or its designeeâ€™s balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system (â€œDWACâ€) if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Conversion Shares to or resale of the Conversion Shares by the Holder or (B) the Conversion Shares are eligible for resale by the Holder pursuant to Rule 144, and otherwise deliver to the Holder a certificate or certificates representing the number of Conversion Shares to which the Holder is entitled pursuant to the applicable Conversion Notice (subject to the limitations set forth in Section 5 hereof), and (ii) deliver to the Holder an endorsement by the Company of the Loan Schedule acknowledging the remaining outstanding principal amount of this Note plus all accrued and unpaid interest thereon not converted (an â€œEndorsementâ€). The Companyâ€™s delivery to the Holder of stock certificates or the Transfer Agentâ€™s crediting the Holderâ€™s balance account through DWAC in accordance with clause (i) above shall be Companyâ€™s conclusive endorsement of the remaining outstanding principal amount of this Note plus all accrued and unpaid interest thereon not converted as set forth in the Loan Schedule. If the Company fails for any reason to deliver or to cause the Transfer Agent to deliver to the Holder the Conversion Shares subject to a Conversion Notice by the applicable Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Conversion Shares subject to such conversion (based on the VWAP of the Common Stock on the date of the applicable Conversion Notice), $20 per Trading Day (increasing to $40 per Trading Day on the second (2nd) Trading Day after the Delivery Date) for each Trading Day after such Delivery Date until such Conversion Shares are delivered or Holder rescinds such conversion. The Company agrees to maintain a Transfer Agent that is a participant in the FAST program so long as this Note remains outstanding. As used herein, â€œStandard Settlement Periodâ€ means the standard settlement period, expressed in a number of Trading Days, on the Companyâ€™s primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Conversion Notice. Â Â 2Â Â Â (b) Legends. Assuming (i) the Holder is not an Affiliate of the Company, and (ii) all of the applicable conditions of Rule 144 promulgated under the Securities Act with respect to Holder and the Conversion Shares are met, the Company will cause the removal of any restrictive legend from the Conversion Shares (including by delivering an opinion of Companyâ€™s counsel to the Transfer Agent at its own expense to ensure the foregoing), and the Company agrees that the Holder is under no obligation to sell the Conversion Shares issuable upon the conversion of the Note prior to removing the legend. The Company agrees not to take any position contrary to this Section 4(b). Â (c) Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Conversion Shares pursuant to Section 4(a) by the applicable Delivery Date, then the Holder will have the right to rescind such Conversion Notice. Â (d) Compensation for Buy-In on Failure to Timely Deliver Conversion Shares upon Conversion. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Conversion Shares in accordance with the provisions of Section 4(a) above pursuant to a conversion on or before the applicable Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holderâ€™s brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Conversion Shares which the Holder anticipated receiving upon such conversion (a â€œBuy-Inâ€), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holderâ€™s total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Conversion Shares that the Company was required to deliver to the Holder in connection with the conversion at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Note and equivalent number of Conversion Shares for which such conversion was not honored (in which case such conversion shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its conversion and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of the Note with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holderâ€™s right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Companyâ€™s failure to timely deliver shares of Common Stock upon conversion of this Note as required pursuant to the terms hereof. Â (e) No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Note. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share. Â Â 3Â Â Â (f) Charges, Taxes and Expenses. Issuance of Conversion Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Conversion Shares, all of which taxes and expenses shall be paid by the Company, and such Conversion Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that, in the event that Conversion Shares are to be issued in a name other than the name of the Holder, this Note when surrendered for conversion shall be accompanied by the Assignment Form attached hereto as Exhibit B duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Conversion Notice and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Conversion Shares. Â (g) Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely conversion of this Note, pursuant to the terms hereof. Â 5. Certain Conversion Limitations. Â (a) The Company shall not effect any conversion of this Note, and the Holder shall not have the right to convert any portion of this Note, pursuant to Section 3 or otherwise, to the extent that after giving effect to such issuance after conversion as set forth on the applicable Conversion Notice, the Holder (together with the Holderâ€™s Affiliates, and any other Persons acting as a group together with the Holder or any of the Holderâ€™s Affiliates (such Persons, â€œAttribution Partiesâ€)), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of this Note with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) conversion of the remaining portion of this Note beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 5(a), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 5(a) applies, the determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Note is convertible shall be in the sole discretion of the Holder, and the submission of a Conversion Notice shall be deemed to be the Holderâ€™s determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Note is convertible, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 5(a), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Companyâ€™s most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Note, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The â€œBeneficial Ownership Limitationâ€ shall be 4.99% of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of this Note. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 5(a), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Note held by the Holder and the provisions of this Section 5(a) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 5(a) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Note. Â Â 4Â Â Â (b) Resale Eligibility. Notwithstanding anything to the contrary set forth herein, the Holder shall not have the right to convert any portion of this Note until the earlier of (i) the date that a registration statement permitting the resale of the Conversion Shares by the Holder is declared effective by the Commission and (ii) the date the Conversion Shares become eligible for resale by the Holder pursuant to Rule 144. Â (c) Principal Market Regulation; Stockholder Approval. Â (i) Notwithstanding anything to the contrary set forth herein, unless and until the Company has obtained Stockholder Approval, the Company shall not issue upon any conversion of this Note a number of shares of Common Stock which, when aggregated with (i) the number of shares issued upon any prior conversions of this Note, (ii) the number of shares issued upon any prior conversion of the Secured Note, and (iii) the number of shares issued upon any prior exercises of the Exchange Warrant, would exceed 19.99% of the issued and outstanding shares of Common Stock immediately prior to the Issue Date, subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the Issue Date. The Company hereby represents and warrants to the Holder that the execution and delivery of this Note by the Company and the performance of its obligations hereunder, do not and will not, conflict with the listing rules of any Trading Market upon which the Common Stock may be listed. Â (ii) The Company covenants and agrees to hold a special meeting of shareholders at the earliest practical date after the Issue Date but in no event later than one hundred (100) days after the Issue Date for the purpose of obtaining Stockholder Approval, with the recommendation of the Companyâ€™s Board of Directors that such proposal be approved, and the Company shall solicit proxies from its shareholders in connection therewith in the same manner as all other management proposals in such proxy statement and all management-appointed proxyholders shall vote their proxies in favor of such proposal. The Company shall use its best efforts to obtain such Stockholder Approval. If the Company does not obtain Stockholder Approval at the first meeting, the Company shall call a meeting every four months thereafter to seek Stockholder Approval until the date Stockholder Approval is obtained. Â 6. Certain Adjustments. Â (a) Stock Dividends and Stock Splits. If the Company, at any time while this Note is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon conversion of this Notes), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Company, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Company) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination, or re-classification. Â Â 5Â Â Â (b) Reserved. Â (c) Subsequent Rights Offerings.Â In addition to any adjustments pursuant to Section 6(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the â€œPurchase Rightsâ€), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holderâ€™s right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation). Â (d) Pro Rata Distributions. During such time as this Note is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a â€œDistributionâ€), at any time after the issuance of this Note, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided,Â however, to the extent that the Holderâ€™s right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation). Â Â 6Â Â Â (e) Fundamental Transactions. If, at any time while this Note is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of fifty percent (50%) or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than fifty percent (50%) of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a â€œFundamental Transactionâ€), then, upon any subsequent conversion of this Note, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the â€œAlternate Considerationâ€) receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Note is convertible immediately prior to such Fundamental Transaction (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash, or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Note following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the â€œSuccessor Entityâ€) to assume in writing all of the obligations of the Company under this Note and any document ancillary hereto, in accordance with the provisions of this Section 6(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Note, deliver to the Holder in exchange for this Note a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Note which is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Note (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation) prior to such Fundamental Transaction, and with a conversion price which applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of this Note immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Note and the other Transaction Documents referring to the â€œCompanyâ€ shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Note and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein. Â Â 7Â Â Â (f) Calculations. All calculations under this Section 6 shall be made to the nearest cent or to the nearest 1/100th of a share, as the case may be. Â (g) Notice to Holder. Â (i) Whenever the Conversion Price is adjusted pursuant to any provision of this Section 6, the Company shall promptly deliver to the Holder by email a notice setting forth the Conversion Price after such adjustment and any resulting adjustment to the number of Conversion Shares and setting forth a brief statement of the facts requiring such adjustment. Â (ii) If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of this Note, and shall cause to be delivered to the Holder at its last address as it shall appear upon this Note Register, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert this Note during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein. Â Â 8Â Â Â 7. Authorized Shares. The Company covenants that, during the period the Note is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Conversion Shares upon any conversion of this Note. The Company further covenants that its issuance of this Note shall constitute full authority to its officers who are charged with the duty of issuing the necessary Conversion Shares upon any conversion of this Note. The Company will take all such reasonable action as may be necessary to assure that such Conversion Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Conversion Shares which may be issued upon any conversion this Note will, upon any conversion of this Note in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable (which means that no further sums are required to be paid by the holders thereof in connection with the issue thereof) and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue). Â Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Note, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Note against impairment. Without limiting the generality of the foregoing, the Company will (i) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Conversion Shares upon the conversion of this Note and (ii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Note. Â Before taking any action that would result in an adjustment in the number of Conversion Shares into which this Note is convertible or in the Conversion Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof. Â 8. Voluntary Prepayment. The Company shall have the right to prepay this Note at any time prior to the Maturity Date in whole or in part (â€œOptional Redemptionâ€), by paying to the Holder a sum of money equal to one hundred percent (100%) of the principal amount to be redeemed, together with accrued but unpaid interest thereon and any and all other sums due, accrued or payable to the Holder arising under this Note or any Transaction Document through the Redemption Payment Date as defined below (the â€œRedemption Amountâ€). Companyâ€™s election to exercise its right to prepay must be by notice in writing (â€œNotice of Redemptionâ€). The Notice of Redemption shall specify the date for such Optional Redemption (the â€œRedemption Payment Dateâ€), which date shall be ten (10) Trading Days after the date of the Notice of Redemption (the â€œRedemption Periodâ€). A Notice of Redemption shall not be effective with respect to any portion of the Principal Amount for which the Holder has a pending election to convert, or for conversions initiated or made by the Holder during the Redemption Period. On the Redemption Payment Date, the Redemption Amount, less any portion of the Redemption Amount against which the Holder has exercised its conversion rights, shall be paid in good funds to the Holder. If the Company fails to pay the Redemption Amount on the Redemption Payment Date as set forth herein, then such Notice of Redemption will be null and void. Â Â 9Â Â Â 9. Events of Default. Â (a) The occurrence of any one of the following events for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary, or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule, or regulation of any administrative or governmental body) shall constitute an â€œEvent of Defaultâ€: Â (i) any default in the payment of the principal or interest on or other payments owing in respect of this Note as and when the same shall become due and payable (whether on a Conversion Date, the Maturity Date, by acceleration or otherwise); Â (ii) the failure of the Company to satisfy its Repayment Obligation with respect to any principal amount outstanding (including any accrued and unpaid interest thereon) on the Maturity Date, either in cash or via an Alternative Payment Method in accordance with Section 1 hereof; Â (iii) the Company fails for any reason to deliver or to cause the Transfer Agent to deliver to the Holder the Conversion Shares subject to a Conversion Notice by the applicable Delivery Date in accordance with Section 4(a), and such failure shall not have been remedied within three (3) Trading Days after the date on which notice of such failure shall have been given; Â (iv) (x) a registration statement permitting the resale by the Holder of not less than 150% of the aggregate number of shares of Common Stock initially issuable hereunder and under the Secured Note (the â€œRegistration Statementâ€) shall not have been declared effective by the Commission by April 5, 2025 or (y) uponÂ receiving notification from the CommissionÂ that either the Registration Statement has received a â€œno reviewâ€ from the Commission or that the Commission has no additional comments to the Registration Statement, the Company shall fail to all action necessary to ensure that the Registration Statement has been declared effective within two Business Days of either suchÂ notification; Â (v) the Company shall fail to observe or perform any other covenant, agreement or warranty contained in, or otherwise commit any breach of this Note, the Settlement Agreement or any other Transaction Document, and such failure or breach shall not, if subject to the possibility of a cure by the Company, have been remedied within ten (10) Trading Days after the date on which notice of such failure or breach shall have been given; Â (vi) the Company or any Subsidiary shall default in any of its obligations under any mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument under which there may be issued, or by which there may be secured or evidenced any indebtedness for borrowed money or money due under any long term leasing or factoring arrangement of the Company in an amount exceeding $150,000, whether such indebtedness now exists or shall hereafter be created and such default shall result in such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable; Â (vii) the Common Stock shall not be eligible for quotation on or quoted for trading on a Trading Market and shall not again be eligible for and quoted or listed for trading thereon within ten (10) Trading Days; Â (viii) a Commission or judicial stop trade order or trading suspension by the primary Trading Market with respect to the Common Stock that lasts for five (5) or more consecutive Trading Days; or Â Â 10Â Â Â (ix) the Company shall commence or there shall be commenced against the Company a case under any applicable bankruptcy or insolvency laws as now or hereafter in effect or any successor thereto, or the Company commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Company or any Subsidiary thereof or there is commenced against the Company or any Subsidiary thereof any such bankruptcy, insolvency or other proceeding which remains undismissed for a period of sixty (60) days; or the Company or any Subsidiary thereof is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the Company or any Subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property which continues undischarged or unstayed for a period of sixty (60) days; or the Company or any Subsidiary thereof shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing; or any corporate or other action is taken by the Company or any Subsidiary thereof for the purpose of effecting any of the foregoing. Â (b) Remedies Upon Event of Default. Subject to the Beneficial Ownership Limitation as set forth in Section 5, if any Event of Default occurs, then the outstanding Principal Amount of this Note, liquidated damages and other amounts owing in respect thereof through the date of acceleration, shall become, at the Holderâ€™s election by written notice to the Company, immediately due and payable at the Holderâ€™s option, either (i) in cash in the amount of the Mandatory Default Amount, or (ii) by delivery to the Holder of a number of shares of Common Stock equal to the Mandatory Default Amount divided by the Conversion Price. Upon the payment in full of the Mandatory Default Amount in cash or in shares of Common Stock, the Holder shall promptly surrender this Note to or as directed by the Company. In connection with such acceleration described herein, the Holder need not provide, and the Company hereby waives, any presentment, demand, protest or other notice of any kind (other than the Holderâ€™s election to declare such acceleration), and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of this Note until such time, if any, as the Holder receives full payment pursuant to this Section 9(b). No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon. Â 10. Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Note. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Note and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate. Â 11. No Waiver of Holderâ€™s Rights, etc. All payments of principal and interest shall be made without setoff, deduction, or counterclaim. No delay or failure on the part of the Holder in exercising any of its options, powers, or rights, nor any partial or single exercise of its options, powers or rights shall constitute a waiver thereof or of any other option, power or right, and no waiver on the part of the Holder of any of its options, powers or rights shall constitute a waiver of any other option, power or right. The Company hereby waives presentment of payment, protest, and notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note. Acceptance by the Holder of less than the full amount due and payable hereunder shall in no way limit the right of the Holder to require full payment of all sums due and payable hereunder in accordance with the terms hereof. Â 12. Costs and Expenses. If the Holder shall commence an action, suit or proceeding to enforce any provisions of this Note, and provided the Holder prevails in such action, suit or proceeding, the Company shall pay (and shall indemnify and hold harmless the Holder from and against), all reasonable attorneysâ€™ fees and expenses incurred by the Holder in connection with the investigation, preparation and prosecution of such action, suit or proceeding. Â Â 11Â Â Â 13. Cumulative Rights and Remedies; Usury. The rights and remedies of the Holder expressed herein are cumulative and not exclusive of any rights and remedies otherwise available. If it shall be found that any interest outstanding hereunder shall violate applicable laws governing usury, the applicable rate of interest outstanding hereunder shall be reduced to the maximum permitted rate of interest under such law. Â 14. Partial Invalidity. In the case any provision of this Note is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that its enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Note will not in any way be affected impaired thereby. Â 15. Amendment; Waiver. No term or provision contained herein may be modified, amended or waived except by written agreement or consent signed by the Company and the Holder. Â 16. Successors and Assigns. This Note shall be binding upon the Company and its successors and shall inure to the benefit of the Holder and its successors and assigns. The term â€œHolderâ€ as used herein, shall also include any endorsee, assignee or other holder of this Note. Â 17. Lost or Stolen Note. If this Note is lost, stolen, mutilated or otherwise destroyed, the Company shall execute and deliver to the Holder a new promissory note containing the same terms, and in the same form, as this Note. In such event, the Company may require the Holder to deliver to the Company an affidavit of lost instrument and customary indemnity in respect thereof as a condition to the delivery of any such new promissory note. Â 18. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day. Â 19. Notices. Any and all notices or other communications or deliveries to be provided by the Holder hereunder including, without limitation, any Conversion Notice, shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service, addressed to the Company, at 1061 E. Indiantown Rd., Ste. 110, Jupiter, FL 33477, Attention: Jarrett Boon, Chief Executive officer, email address: jboon@drinksafetyshot.com, or such other email address or address as the Company may specify for such purposes by notice to the Holder. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service addressed to the Holder, at 11700 West Charleston Blvd. #170-659, Las Vegas, NV 89135, Attention: Michael Bigger, email address: michael@biggercapital.com, or such other email address or address of the Holder as the Holder may specify for such purposes by notice to the Company. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section prior to 5:30Â p.m. (New York City time) on any date, (ii) the next Trading Day after the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30Â p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. Â Â 12Â Â Â 20. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Note (whether brought against a party hereto or their respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Note and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. Notwithstanding the foregoing, nothing in this paragraph shall limit or restrict the federal district court in which a Holder may bring a claim under the federal securities laws. Â 21. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. Â 22. Definitions. As used herein, the following terms shall have the following meanings: Â â€œAffiliateâ€ means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act. Â â€œBoard of Directorsâ€ means the board of directors of the Company. Â â€œBusiness Dayâ€ means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to â€œstay at homeâ€, â€œshelter-in-placeâ€, â€œnon-essential employeeâ€ or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York generally are open for use by customers on such day. Â â€œCommissionâ€ means the United States Securities and Exchange Commission. Â â€œCommon Stockâ€ means the common stock of the Company, $0.001 par value per share, and any other class of securities into which such securities may hereafter be reclassified or changed. Â â€œCommon Stock Equivalentsâ€ means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock. Â Â 13Â Â Â â€œExchange Actâ€ means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. Â â€œMandatory Default Amountâ€ means, as of any date, 150% of the outstanding principal of this Note, in addition to all other amounts, costs, expenses, and liquidated damages then due in respect of this Note. Â â€œNote Registerâ€ shall mean the register maintained by the Company, which includes a list of the name and address of the Holder, as well as the outstanding principal amount and interest amount owing to such Holder from time to time. Â â€œPersonâ€ means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind. Â â€œRule 144â€ means Rule 144 under the Securities Act. Â â€œSettlement Agreementâ€ means that certain Settlement Agreement and Mutual Release dated as of January 20, 2025, by and between the Company and Bigger Capital LLC. Â â€œStockholder Approvalâ€ means such approval as may be required by the applicable rules and regulations of the Nasdaq Capital Market (or any successor entity) from the stockholders of the Company with respect to the transactions contemplated under this Note and the other Transaction Documents, including, without limitation, the issuance of all of the Conversion Shares issuable hereunder including in an amount that would, when aggregated with (i) the number of shares issued upon any prior conversions of the Secured Note, and (ii) the number of shares issued upon any prior exercises of the Exchange Warrant, exceed 19.99% of the issued and outstanding Common Stock on the Issue Date, at a price less than the market value of the Common Stock on the Issue Date. Â â€œSubsidiaryâ€ means any subsidiary of the Company and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof. Â â€œTrading Dayâ€ means a day on which the Common Stock is traded on a Trading Market. Â â€œTrading Marketâ€ means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing). Â â€œTransaction Documentsâ€ means (i) this Note, (ii) the Settlement Agreement, (iii) that certain Secured Convertible Note dated as of January 20, 2025 in the principal amount of $1,750,000 issued by the Company to Bigger Capital LLC (the â€œSecured Noteâ€), (iv) that certain Warrant to Purchase Common Stock dated as of January 20, 2025 issued by the Company to Bigger Capital LLC (the â€œExchange Warrantâ€), and any other agreements, instruments or documents delivered in connection with the Settlement Agreement. Â â€œTransfer Agentâ€ means ClearTrust, LLC, the current transfer agent of the Company, with a mailing address of 16540 Pointe Village Dr., Suite 210, Lutz, FL 33558 and an email address of kara@cleartrusttransfer.com, and any successor transfer agent of the Company. Â Â 14Â Â Â â€œVWAPâ€ means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30Â a.m. (New York City time) to 4:02Â p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company. Â ******************** Â [Signature Page Follows] Â Â 15Â Â Â IN WITNESS WHEREOF, the Company has caused this Convertible Note to be duly executed and delivered as of the date first set forth above. Â Â SAFETY SHOT, INC. Â Â Â By: Â Name: Â Â Title: Â Â Â 16Â Â Â EXHIBIT A NOTICE OF CONVERSION Â The undersigned hereby elects to convert the principal amount and interest indicated below of the attached Convertible Note into shares of common stock, $0.001 par value (the â€œCommon Stockâ€ or â€œConversion Sharesâ€), of Safety Shot, Inc., according to the conditions hereof, as of the date written below. No fee will be charged to the Holder for any conversion. Â Date to Effect Conversion: Â Â Principal Amount and Interest of Â Â Convertible Note to be Converted: Â Â Applicable Conversion Price: Â Â Â Number of shares of Common Stock to be Issued:Â Â Â Â Please issue said Conversion Shares in the name of the undersigned or in such other name as is specified below: Â ______________________________ Â The Conversion Shares shall be delivered to the following DWAC Account Number: Â ______________________________ Â ______________________________ Â ______________________________Â Â Â Â Name of Holder (Please Print) Â Â Â Â Â Â Â Signature of Authorized Signatory of Holder Â Â Â Â Â Â Â Name of Authorized Signatory Â Â Â Â Â Â Â Title of Authorized Signatory Â Â Â Â Â Date: Â Â Â Â -Exhibit A-Â Â Â EXHIBIT B ASSIGNMENT FORM Â (To assign the foregoing Note, execute this form and supply required information. Do not use this form to convert the Note into Conversion Shares.) Â FOR VALUE RECEIVED, the foregoing Note and all rights evidenced thereby are hereby assigned to: Â Name: Â (Please Print) Â Â Address: Â (Please Print) Â Phone Number: Â Â Email Address: Â Â Dated: Â Â Holderâ€™s Signature: Â Â Holderâ€™s Address: Â Â -Exhibit B-Â Â Â EXHIBIT C LOAN SCHEDULE Â Convertible Note Issued by Safety Shot, Inc. Dated: January 20, 2025 SCHEDULE OF CONVERSIONS AND PAYMENTS OF PRINCIPAL Â Date of Conversion Â Amount of Conversion Â Total Amount Due Subsequent To Conversion Â -Exhibit C-Â Â EX-4.7 4 ex4-7.htm Â Exhibit 4.7 Â EXECUTION VERSION Â NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE â€œSECURITIES ACTâ€), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES. Â WARRANT TO PURCHASE COMMON STOCK SAFETY SHOT, INC. Â Warrant Shares: 5,332,889 Initial Exercise Date: January 20, 2025 Issue Date: January 20, 2025 Â THIS WARRANT TO PURCHASE COMMON STOCK (the â€œWarrantâ€) certifies that, for value received, Bigger Capital LLC or its assigns (the â€œHolderâ€) is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the Initial Exercise Date and on or prior to 5:00 p.m. (New York City time) on January 20, 2030 (the â€œTermination Dateâ€) but not thereafter, to subscribe for and purchase from Safety Shot, Inc., a Delaware corporation (the â€œCompanyâ€), up to 5,332,889 shares (as subject to adjustment hereunder, the â€œWarrant Sharesâ€) of Common Stock. The purchase price of one (1) share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b). This Warrant shall initially be issued and maintained in the form of a security held in book-entry form and the Depository Trust Company or its nominee (â€œDTCâ€) shall initially be the sole registered holder of this Warrant, subject to a Holderâ€™s right to elect to receive a Warrant in certificated form upon its request. Â Section 1. Definitions. In addition to the terms defined elsewhere in this Warrant, the following terms have the meanings indicated in this Section 1: Â â€œAffiliateâ€ means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act. Â â€œBid Priceâ€ means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the bid price of the Common Stock for the time in question (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Warrants then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company. Â Â Â Â â€œBoard of Directorsâ€ means the board of directors of the Company. Â â€œBusiness Dayâ€ means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to â€œstay at homeâ€, â€œshelter-in-placeâ€, â€œnon-essential employeeâ€ or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York generally are open for use by customers on such day. Â â€œCaring Brands Spin-Offâ€ means the spin-off of the Companyâ€™s subsidiary, Caring Brands, Inc., in the previously announced spin-off pursuant to which Caring Brands, Inc. would operate as its own entity. Â â€œCommissionâ€ means the United States Securities and Exchange Commission. Â â€œCommon Stockâ€ means the common stock of the Company, $0.001 par value per share, and any other class of securities into which such securities may hereafter be reclassified or changed. Â â€œCommon Stock Equivalentsâ€ means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock. Â â€œExchange Actâ€ means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. Â â€œPersonâ€ means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind. Â â€œSecurities Actâ€ means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder. Â â€œSubsidiaryâ€ means any subsidiary of the Company and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof. Â â€œTrading Dayâ€ means a day on which the Common Stock is traded on a Trading Market. Â â€œTrading Marketâ€ means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing). Â â€œTransaction Documentsâ€ means this (a) Warrant, (b) the Secured Convertible Note, dated as of the date hereof, in the principal amount of $1,750,000 issued by the Company to the Holder, (c) that certain Settlement Agreement and Mutual Release, dated as of the date hereof (the â€œSettlement Agreementâ€), by and between the Company and the Holder, (d) the Convertible Note, dated as of the date hereof, in the principal amount of $3,500,000 issued by the Company to the Holder, and any other agreements, instruments or documents delivered in connection with the Settlement Agreement. Â 2 Â Â â€œTransfer Agentâ€ means ClearTrust, LLC, the current transfer agent of the Company, with a mailing address of 16540 Pointe Village Dr., Suite 210, Lutz, FL 33558 and an email address of kara@cleartrusttransfer.com, and any successor transfer agent of the Company. Â â€œVWAPâ€ means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the holders of a majority in interest of the Warrants then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company. Â â€œWarrantsâ€ means this Warrant and any other Common Stock purchase warrants issued by the Company pursuant to the Transaction Documents. Â Section 2. Exercise. Â a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise substantially in the form attached hereto as Exhibit A (the â€œNotice of Exerciseâ€). Within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashierâ€™s check drawn on a United States bank unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Trading Day of receipt of such notice. The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof. Â 3 Â Â Notwithstanding the foregoing in this Section 2(a), a holder whose interest in this Warrant is a beneficial interest in certificate(s) representing this Warrant held in book-entry form through DTC (or another established clearing corporation performing similar functions), shall effect exercises made pursuant to this Section 2(a) by delivering to DTC (or such other clearing corporation, as applicable) the appropriate instruction form for exercise, complying with the procedures to effect exercise that are required by DTC (or such other clearing corporation, as applicable), subject to a Holderâ€™s right to elect to receive a Warrant in certificated form upon its request. Â b) Exercise Price. The exercise price per Warrant Share shall be equal to $0.4348, subject to adjustment hereunder (the â€œExercise Priceâ€). The â€œInitial Market Priceâ€, as used herein, means the lower of (x) the Nasdaq Official Closing Price (as reflected on Nasdaq.com) immediately preceding the signing of this Warrant; or (ii) the average Nasdaq Official Closing Price of the common stock (as reflected on Nasdaq.com) for the five trading days immediately preceding the signing of this Warrant. Â c) Cashless Exercise. If at the time of exercise hereof there is no effective registration statement registering, or the prospectus contained therein is not available for the issuance of the Warrant Shares to the Holder or the resale of the Warrant Shares by the Holder, then this Warrant may also be exercised, in whole or in part, at such time by means of a â€œcashless exerciseâ€ in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where: Â Â (A) = as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of â€œregular trading hoursâ€ (as defined in Rule 600(b) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) at the option of the Holder, either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise or (z) the Bid Price of the Common Stock on the principal Trading Market as reported by Bloomberg L.P. as of the time of the Holderâ€™s execution of the applicable Notice of Exercise if such Notice of Exercise is executed during â€œregular trading hoursâ€ on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of â€œregular trading hoursâ€ on a Trading Day) pursuant to Section 2(a) hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of â€œregular trading hoursâ€ on such Trading Day; Â Â Â Â Â (B) = the Exercise Price of this Warrant, as adjusted hereunder; and Â Â Â Â Â (X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise. Â If Warrant Shares are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant Shares shall take on the registered characteristics of the Warrants being exercised, and the holding period of the Warrant Shares being issued may be tacked on to the holding period of this Warrant. Without limiting any other provision in the Transaction Documents, assuming (i) the Holder is not an Affiliate of the Company, and (ii) all of the applicable conditions of Rule 144 promulgated under the Securities Act with respect to Holder and the Warrant Shares are met in the case of such a cashless exercise, the Company agrees that the Company will cause the removal of the legend from such Warrant Shares (including by delivering an opinion of the Companyâ€™s counsel to the Companyâ€™s transfer agent at its own expense to ensure the foregoing), and the Company agrees that the Holder is under no obligation to sell the Warrant Shares issuable upon the exercise of the Warrant prior to removing the legend.. The Company agrees not to take any position contrary to this Section 2(c). Â Notwithstanding anything herein to the contrary, on the Termination Date, this Warrant shall be automatically exercised via cashless exercise pursuant to this Section 2(c). Â 4 Â Â d) Mechanics of Exercise. Â i. Delivery of Warrant Shares upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Transfer Agent to the Holder by crediting the accountof the Holderâ€™s or its designeeâ€™s balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system (â€œDWACâ€) if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144 (assuming cashless exercise of the Warrants), and otherwise by physical delivery of a certificate, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earliest of (i) two (2) Trading Days after the delivery to the Company of the Notice of Exercise, (ii) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company and (iii) the number of Trading Days comprising the Standard Settlement Period after the delivery to the Company of the Notice of Exercise (such date, the â€œWarrant Share Delivery Dateâ€). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period following delivery of the Notice of Exercise. Notwithstanding anything herein to the contrary, upon delivery of the Notice of Exercise, the Holder shall be deemed for purposes of Regulation SHO under the Exchange Act to have become the holder of the Warrant Shares irrespective of the date of delivery of the Warrant Shares. If the Company fails for any reason to deliver to the Holder the Warrant Shares subject to a Notice of Exercise by the Warrant Share Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Warrant Shares subject to such exercise (based on the VWAP of the Common Stock on the date of the applicable Notice of Exercise), $10 per Trading Day (increasing to $20 per Trading Day on the third (3rd) Trading Day after the Warrant Share Delivery Date) for each Trading Day after such Warrant Share Delivery Date until such Warrant Shares are delivered or Holder rescinds such exercise. The Company agrees to maintain a Transfer Agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, â€œStandard Settlement Periodâ€ means the standard settlement period, expressed in a number of Trading Days, on the Companyâ€™s primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Exercise. Notwithstanding the foregoing, with respect to any Notice(s) of Exercise delivered on or prior to 12:00 p.m. (New York City time) on the Initial Exercise Date, which may be delivered at any time after the time of execution of the Transaction Documents, the Company agrees to deliver the Warrant Shares subject to such notice(s) by 4:00 p.m. (New York City time) on the Initial Exercise Date and the Initial Exercise Date shall be the Warrant Share Delivery Date for purposes hereunder, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received by such Warrant Share Delivery Date. Â 5 Â Â ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant. Â iii. Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise. Â iv. Compensation for Buy-In on Failure to Timely Deliver Warrant Shares upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 2(d)(i) above pursuant to an exercise on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holderâ€™s brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a â€œBuy-Inâ€), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holderâ€™s total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored and return any amount received by the Company in respect of the Exercise Price for those Warrant Shares (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holderâ€™s right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Companyâ€™s failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof. Â v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share. Â vi. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that, in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto as Exhibit B duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares. Â 6 Â Â vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof. Â e) Holderâ€™s Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holderâ€™s Affiliates, and any other Persons acting as a group together with the Holder or any of the Holderâ€™s Affiliates (such Persons, â€œAttribution Partiesâ€)), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, unexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holderâ€™s determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Companyâ€™s most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The â€œBeneficial Ownership Limitationâ€ shall be 4.99% (or, upon election by a Holder prior to the issuance of any Warrants, 9.99%) of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. Â 7 Â Â f) Call Provision. Subject to the provisions of Section 2(e) and this Section 2(f), if, after the Initial Exercise Date, (i) the VWAP for each of 10 consecutive Trading Days (the â€œMeasurement Period,â€ which 10 consecutive Trading Day period shall not have commenced until after the Initial Exercise Date) exceeds a price per share equal to three times the Initial Market Price, (ii) the average daily volume for each day in such Measurement Period exceeds 500,000 shares traded per Trading Day (subject to adjustment for forward and reverse stock splits, recapitalizations, stock dividends and the like after the Initial Exercise Date) and (iii) the Holder is not in possession of any information that constitutes, or might constitute, material non-public information which was provided by the Company, any of its Subsidiaries, or any of their officers, directors, employees, agents or Affiliates, then the Company may, within one (1) Trading Day of the end of such Measurement Period, call for cancellation of all or any portion of this Warrant for which a Notice of Exercise has not yet been delivered (such right, a â€œCallâ€) for consideration equal to $0.001 per Warrant Share. To exercise this right, the Company must deliver to the Holder an irrevocable written notice (a â€œCall Noticeâ€), indicating therein the portion of unexercised portion of this Warrant to which such notice applies. If the conditions set forth below for such Call are satisfied from the period from the date of the Call Notice through and including the Call Date (as defined below), then any portion of this Warrant subject to such Call Notice for which a Notice of Exercise shall not have been received by the Call Date will be cancelled at 6:30 p.m. (New York City time) on the tenth (10th) Trading Day after the date the Call Notice is received by the Holder (such date and time, the â€œCall Dateâ€). Any unexercised portion of this Warrant to which the Call Notice does not pertain will be unaffected by such Call Notice. In furtherance thereof, the Company covenants and agrees that it will honor all Notices of Exercise with respect to Warrant Shares subject to a Call Notice that are tendered through 6:30 p.m. (New York City time) on the Call Date. The parties agree that any Notice of Exercise delivered following a Call Notice which calls less than all of the Warrants shall first reduce to zero the number of Warrant Shares subject to such Call Notice prior to reducing the remaining Warrant Shares available for purchase under this Warrant. For example, if (A) this Warrant then permits the Holder to acquire 100 Warrant Shares, (B) a Call Notice pertains to 75 Warrant Shares, and (C) prior to 6:30 p.m. (New York City time) on the Call Date the Holder tenders a Notice of Exercise in respect of 50 Warrant Shares, then (x) on the Call Date the right under this Warrant to acquire 25 Warrant Shares will be automatically cancelled, (y) the Company, in the time and manner required under this Warrant, will have issued and delivered to the Holder 50 Warrant Shares in respect of the exercises following receipt of the Call Notice, and (z) the Holder may, until the Termination Date, exercise this Warrant for 25 Warrant Shares (subject to adjustment as herein provided and subject to subsequent Call Notices). Subject again to the provisions of this Section 2(f), the Company may deliver subsequent Call Notices for any portion of this Warrant for which the Holder shall not have delivered a Notice of Exercise. Notwithstanding anything to the contrary set forth in this Warrant, the Company may not deliver a Call Notice or require the cancellation of this Warrant (and any such Call Notice shall be void), unless, from the beginning of the Measurement Period through the Call Date, (1) the Company shall have honored in accordance with the terms of this Warrant all Notices of Exercise delivered by 6:30 p.m. (New York City time) on the Call Date, and (2) a registration statement shall be effective as to all Warrant Shares and the prospectus thereunder available for use by the Company for the sale of all such Warrant Shares to the Holder, and (3) the Common Stock shall be listed or quoted for trading on the Trading Market, and (4) there is a sufficient number of authorized shares of Common Stock for issuance of all Warrant Shares, and (5) the issuance of all Warrant Shares subject to a Call Notice shall not cause a breach of any provision of Section 2(e) herein. The Companyâ€™s right to call the Warrants under this Section 2(f) shall be exercised ratably among the Holders based on each Holderâ€™s initial purchase of Warrants. Â 8 Â Â Section 3. Certain Adjustments. Â a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant but shall include stock of Caring Brands, Inc. issuable in connection with the Caring Brands Spin-Off), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event (including, in the case of the Caring Brands Spin-Off, the shares of Caring Brands, Inc. issued in connection with the Caring Brands Spin-Off), and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification. Â b) Subsequent Equity Sales. If the Company or any Subsidiary thereof, as applicable, at any time while this Warrant is outstanding, shall sell, enter into an agreement to sell, or grant any option to purchase, or sell, enter into an agreement to sell, or grant any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any shares of Common Stock or Common Stock Equivalents, at an effective price per share less than the Exercise Price then in effect (such lower price, the â€œBase Share Priceâ€ and such issuances collectively, a â€œDilutive Issuanceâ€) (it being understood and agreed that if the holder of the shares of Common Stock or share of Common Stock Equivalents or such other securities so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is less than the Exercise Price, such issuance shall be deemed to have occurred for less than the Exercise Price on such date of the Dilutive Issuance at such effective price), then simultaneously with the consummation (or, if earlier, the announcement (provided such Dilutive Issuance occurs)) of each Dilutive Issuance the Exercise Price shall be reduced and only reduced to equal the Base Share Price, provided that the Base Share Price shall not be less than 20% of the Initial Market Price (the â€œFloor Priceâ€). Notwithstanding the foregoing, no adjustments shall be made, paid or issued under this Section 3(b) in respect of an Exempt Issuance. The Company shall notify the Holder, in writing, no later than the Trading Day following the issuance or deemed issuance of any shares of Common Stock or share of Common Stock Equivalents subject to this Section 3(b), indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price and other pricing terms (such notice, the â€œDilutive Issuance Noticeâ€). For purposes of clarification, whether or not the Company provides a Dilutive Issuance Notice pursuant to this Section 3(b), upon the occurrence of any Dilutive Issuance, the Holder is entitled to receive a number of Warrant Shares based upon the Base Share Price regardless of whether the Holder accurately refers to the Base Share Price in the Notice of Exercise. If the Company enters into a Variable Rate Transaction, the Company shall be deemed to have issued shares of Common Stock or share of Common Stock Equivalents at the lowest possible price, conversion price or exercise price at which such securities may be issued, converted or exercised. Â 9 Â Â c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any share of Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to all (or substantially all) of the record holders of any class of shares of Common Stock (the â€œPurchase Rightsâ€), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such

Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that, to the extent that the Holderâ€™s right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation). This Section shall not be applicable to the Caring Brands Spin-Off. Â d) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to all (or substantially all) holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin-off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a â€œDistributionâ€), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, that, to the extent that the Holderâ€™s right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation). To the extent that this Warrant has not been partially or completely exercised at the time of such Distribution, such portion of the Distribution shall be held in abeyance for the benefit of the Holder until the Holder has exercised this Warrant. This Section shall not be applicable to the Caring Brands Spin-Off. Â 10 Â Â e) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company or any Subsidiary, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock or 50% or more of the voting power of the common equity of the Company, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, merger or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires 50% or more of the outstanding shares of Common Stock or 50% or more of the voting power of the common equity of the Company (each a â€œFundamental Transactionâ€), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the â€œAlternate Considerationâ€) receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Notwithstanding anything to the contrary, in the event of a Fundamental Transaction, the Company or any Successor Entity (as defined below) shall, at the Holderâ€™s option, exercisable at any time concurrently with, or within 30 days after, the consummation of the Fundamental Transaction (or, if later, the date of the public announcement of the applicable Fundamental Transaction), purchase this Warrant from the Holder by paying to the Holder an amount of cash equal to the Black Scholes Value (as defined below) of the remaining unexercised portion of this Warrant on the date of the consummation of such Fundamental Transaction; provided, however, that, if the Fundamental Transaction is not within the Companyâ€™s control, including not approved by the Companyâ€™s Board of Directors, the Holder shall only be entitled to receive from the Company or any Successor Entity the same type or form of consideration (and in the same proportion), at the Black Scholes Value of the unexercised portion of this Warrant, that is being offered and paid to the holders of Common Stock of the Company in connection with the Fundamental Transaction, whether that consideration be in the form of cash, stock or any combination thereof, or whether the holders of Common Stock are given the choice to receive from among alternative forms of consideration in connection with the Fundamental Transaction; provided, further, that if holders of Common Stock of the Company are not offered or paid any consideration in such Fundamental Transaction, such holders of Common Stock will be deemed to have received common stock/shares of the Successor Entity (which Entity may be the Company following such Fundamental Transaction) in such Fundamental Transaction. â€œBlack Scholes Valueâ€ means the value of this Warrant based on the Black-Scholes Option Pricing Model obtained from the â€œOVâ€ function on Bloomberg, L.P. (â€œBloombergâ€) determined as of the day of consummation of the applicable contemplated Fundamental Transaction for pricing purposes and reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable contemplated Fundamental Transaction and the Termination Date, (B) an expected volatility equal to the greater of (1) 100% and (2) the 100 day volatility as obtained from the HVT function on Bloomberg (determined utilizing a 365 day annualization factor) as of the Trading Day immediately following the public announcement of the applicable contemplated Fundamental Transaction, (C) the underlying price per share used in such calculation shall be the greater of (i) the sum of the price per share being offered in cash, if any, plus the value of any non-cash consideration, if any, being offered in such Fundamental Transaction and (ii) the highest VWAP during the period beginning on the Trading Day immediately preceding the public announcement of the applicable contemplated Fundamental Transaction (or the consummation of the applicable Fundamental Transaction, if earlier) and ending on the Trading Day of the Holderâ€™s request pursuant to this Section 3(e) and (D) a remaining option time equal to the time between the date of the public announcement of the applicable contemplated Fundamental Transaction and the Termination Date and (E) a zero cost of borrow. The payment of the Black Scholes Value will be made by wire transfer of immediately available funds (or such other consideration) within the later of (i) five (5) Business Days after the Holderâ€™s election and (ii) the date of consummation of the Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the â€œSuccessor Entityâ€) to assume in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant that is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock prior to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall be added to the term â€œCompanyâ€ under this Warrant (so that from and after the occurrence or consummation of such Fundamental Transaction, each and every provision of this Warrant and the other Transaction Documents referring to the â€œCompanyâ€ shall refer instead to each of the Company and the Successor Entity or Successor Entities, jointly and severally), and the Successor Entity or Successor Entities, jointly and severally with the Company, may exercise every right and power of the Company prior thereto and the Successor Entity or Successor Entities shall assume all of the obligations of the Company prior thereto under this Warrant and the other Transaction Documents with the same effect as if the Company and such Successor Entity or Successor Entities, jointly and severally, had been named as the Company herein. For the avoidance of doubt, the Holder shall be entitled to the benefits of the provisions of this Section 3(e) regardless of (i) whether the Company has sufficient authorized shares of Common Stock for the issuance of Warrant Shares and/or (ii) whether a Fundamental Transaction occurs prior to the Initial Exercise Date. The Caring Brands Spin-Off shall not be deemed a Fundamental Transaction for purposes of this Section. Â 11 Â Â f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding. Â g) Notice to Holder. Â i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment. Â ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company (or any of its Subsidiaries) is a party, any sale or transfer of all or substantially all of its assets, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by email to the Holder at its last email address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein. Â 12 Â Â h) Share Combination Event Adjustment. In addition to the adjustments set forth in Section 3(a) above, if at any time and from time to time on or after the Issuance Date there occurs any share split, share dividend, share combination recapitalization or other similar transaction involving the Common Stock (each, a â€œShare Combination Eventâ€, and such date thereof, the â€œShare Combination Event Dateâ€) and the lowest VWAP during the 5 consecutive Trading Days commencing on the Share Combination Event Date (the â€œEvent Market Priceâ€) (provided if the Share Combination Event is effective after close of Trading on the primary Trading Market, then commencing on the next Trading Day which period shall be the â€œShare Combination Adjustment Periodâ€) is less than the Exercise Price then in effect (after giving effect to the adjustment in clause 3(a) above), then, as permitted by the rules and regulations of the Trading Market, at the close of trading on the primary Trading Market on the last day of the Share Combination Adjustment Period, the Exercise Price then in effect on such fifth (5th) Trading Day shall be reduced (but in no event increased) to the Event Market Price and the number of Warrant Shares issuable hereunder shall be increased such that the aggregate Exercise Price payable hereunder, after taking into account the decrease in the Exercise Price, shall be equal to the aggregate Exercise Price on the Issuance Date. For the avoidance of doubt, if the adjustment in the immediately preceding sentence would otherwise result in an increase in the Exercise Price hereunder, no adjustment shall be made, and if this Warrant is exercised, on any given Exercise Date during the Share Combination Adjustment Period, solely with respect to such portion of this Warrant exercised on such applicable Exercise Date, such applicable Share Combination Adjustment Period shall be deemed to have ended on, and included, the Trading Day immediately prior to such Exercise Date and the Event Market Price on such applicable Exercise Date will be the lowest VWAP of the Common Stock immediately during such the Share Combination Adjustment Period prior to such Exercise Date and ending on, and including the Trading Day immediately prior to such Exercise Date. Â i) Voluntary Adjustment by Company. Subject to the rules and regulations of the Trading Market and the consent of the Holder, the Company may at any time during the term of this Warrant reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the Board of Directors. Â 13 Â Â Section 4. Transfer of Warrant. Â a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Section 4.1 of the Purchase Agreement, this This Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto as Exhibit B duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued. Â b) New Warrants. If this Warrant is not held in global form through DTC (or any successor depositary), this Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issuance date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto. Â c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the â€œWarrant Registerâ€), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary. Â d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of Section 5.7 of the Purchase Agreement. Â e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act. Â 14 Â Â Section 5. Miscellaneous. Â a) No Rights as Stockholder until Exercise; No Settlement in Cash. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3. Without limiting any rights of a Holder to receive Warrant Shares on a â€œcashless exerciseâ€ pursuant to Section 2(c) or to receive cash payments pursuant to Section 2(d)(i) and Section 2(d)(iv) herein, in no event shall the Company be required to net cash settle an exercise of this Warrant. Â b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate. Â c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day. Â d) Authorized Shares. The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable (which means that no further sums are required to be paid by the holders thereof in connection with the issue thereof) and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue). Â Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant. Â 15 Â Â Before taking any action that would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof. Â e) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Warrant (whether brought against a party hereto or their respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action, suit or proceeding to enforce any provisions of this Warrant, the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for their reasonable attorneysâ€™ fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding. Notwithstanding the foregoing, nothing in this paragraph shall limit or restrict the federal district court in which a Holder may bring a claim under the federal securities laws. Â f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws. Â g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holderâ€™s rights, powers or remedies. No provision of this Warrant shall be construed as a waiver by the Holder of any rights which the Holder may have under the federal securities laws and the rules and regulations of the Commission thereunder. Without limiting any other provision of this Warrant or the Purchase Agreement, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneysâ€™ fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder. Â h) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Exercise, shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service, addressed to the Company, at 1061 E. Indiantown Rd., Ste. 110, Jupiter, FL 33477, Attention: Jarrett Boon, Chief Executive Officer, email address: jboon@drinksafetyshot.com, or such other email address or address as the Company may specify for such purposes by notice to the Holders. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service addressed to the Holder, at 11700 West Charleston Blvd. #170-659, Las Vegas, NV 89135, Attention: Michael Bigger, email address: michael@biggercapital.com, or such other email address or address of the Holder as the Holder may specify for such purposes by notice to the Company. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. Â 16 Â Â i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company. Â j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate. Â k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares. Â l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company, on the one hand, and the Holder, on the other hand. Â m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant. Â n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant. Â ******************** Â [Warrant Signature Page Follows] Â 17 Â Â IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated. Â Â SAFETY SHOT, INC. Â Â Â By: Â Name: Jarrett Boon Â Its: Chief Executive Officer Â 18 Â Â Exhibit A Â NOTICE OF EXERCISE Â To: SAFETY SHOT, INC. Â (1) The undersigned hereby elects to purchase ________ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any. Â (2) Payment shall take the form of (check applicable box): Â â˜ in lawful money of the United States; or Â â˜ if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c). Â (3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below: Â Â The Warrant Shares shall be delivered to the following DWAC Account Number: Â Â Â Â Â Â Â (4) The undersigned is an â€œaccredited investorâ€ as defined in Regulation D promulgated under the Securities Act of 1933, as amended. Â Â Â Â Â Â [SIGNATURE OF HOLDER] Â Â Â Â Â Name of Investing Entity Â Â Â Â Â Â Â Signature of Authorized Signatory of Investing Entity Â Â Â Â Â Â Â Name of Authorized Signatory Â Â Â Â Â Â Â Title of Authorized Signatory Â Â Â Â Â Date: Â Â Â Â Â Â Exhibit B Â ASSIGNMENT FORM Â (To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to exercise the Warrant to purchase shares.) Â FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to Â Name: Â (Please Print) Â Address: Â (Please Print) Â Phone Number: Â Email Address: Â Dated: Â Holderâ€™s Signature: Â Holderâ€™s Address: Â Â Â EX-4.8 5 ex4-8.htm Â Exhibit 4.8 Â NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE â€œSECURITIES ACTâ€), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES. Â CONVERTIBLE NOTE Â U.S. $4,500,000.00 Issue Date: July 21, 2025 Â FOR VALUE RECEIVED, Safety Shot, Inc., a Delaware corporation (the â€œCompanyâ€), hereby promises to pay to Bigger Capital LLC, or its successors and assigns (the â€œHolderâ€), a principal sum of Four Million Five Hundred Thousand and 00/100 Dollars (U.S. $4,500,000.00), subject to the terms and conditions hereof. The aggregate principal amount outstanding under this Convertible Note (this â€œNoteâ€) will be conclusively evidenced by the schedule annexed as Exhibit C hereto (the â€œLoan Scheduleâ€), up to a maximum principal amount of U.S. $4,500,000.00. Â 1. Payment; Maturity Date. The entire principal amount hereunder, including any accrued and unpaid interest thereon shall be due and payable in full on December 31, 2027 (the â€œMaturity Dateâ€), or such earlier date as this Note is required or permitted to be repaid as provided hereunder. All payments due hereunder (to the extent not converted into Conversion Shares (as defined below) in accordance with the terms hereof) shall be made in lawful money of the United States of America in accordance with such instructions as the Holder shall provide to the Company by written notice made in accordance with the provisions of this Note. Â 2. Interest. Interest shall accrue on the unpaid principal amount of this Note at the rate of nine percent (9%) per annum from July 21, 2025 (the â€œIssue Dateâ€) until the earlier to occur of (i) the date such unpaid principal amount is paid in full, or (ii) the date such unpaid principal amount is converted into shares of the Companyâ€™s Common Stock (â€œConversion Sharesâ€), in accordance with the terms hereof. Interest accruing hereunder shall be paid, either in cash at the Maturity Date or on such earlier date as the principal amount under this Note becomes due and payable, or in Conversion Shares on such date as any principal amount under this Note together with interest accrued thereon is converted in accordance with the terms hereof, and shall be computed on the basis of a 360-day year for the actual number of days elapsed. Notwithstanding anything to the contrary set forth herein, upon the occurrence and during the continuance of an Event of Default (as defined below), interest shall accrue on the unpaid principal amount this Note at a rate equal to the lesser of fifteen percent (15%) per annum and the maximum rate permitted by applicable law, which shall accrue daily from the date of the occurrence and during the continuance of such Event of Default hereunder through and including the date of actual payment in full. Â Â Â Â 3. Conversion. Â (a) Voluntary Conversion. Subject to the terms and conditions hereof, the Holder, at its sole option, may deliver to the Company a notice in the form attached hereto as Exhibit A (a â€œConversion Noticeâ€) and an updated Loan Schedule, at any time and from time to time after the date hereof and prior to the payment of the principal amount and all accrued interest thereon (the date of the delivery of a Conversion Notice, a â€œConversion Dateâ€), to convert all or any portion of the outstanding principal amount of this Note plus accrued and unpaid interest thereon, for a number of Conversion Shares equal to the quotient obtained by dividing the dollar amount of such outstanding principal amount of this Note plus the accrued and unpaid interest thereon being converted by the Conversion Price as of the applicable Conversion Date. Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Note plus all accrued and unpaid interest thereunder in an amount equal to the applicable conversion, which shall be evidenced by entries set forth in the Conversion Notice and the Loan Schedule. Â (b) Conversion Price; Floor Price. As used herein, the term â€œConversion Priceâ€ means, as of any date of determination, the lesser of (i) [__]1, and (ii) the VWAP of the Common Stock for the Trading Day immediately prior to such date; provided, notwithstanding anything to the contrary set forth herein, the Conversion Price shall not be lower than the Floor Price. Â As used herein, the term â€œFloor Priceâ€ means a price per share of Common Stock equal to 20% of the Initial Market Price. The â€œInitial Market Priceâ€, as used herein, means the lesser of (i) the Nasdaq Official Closing Price of the Common Stock (as reflected on Nasdaq.com) immediately preceding the signing of this Note; or (ii) the average Nasdaq Official Closing Price of the Common Stock (as reflected on Nasdaq.com) for the five Trading Days immediately preceding the signing of this Note. Â 4. Mechanics of Conversion. Â (a) Delivery of Conversion Shares upon Conversion. Within the earlier of (x) two (2) Trading Days and (y) the number of Trading Days comprising the Standard Settlement Period (as defined below), following any Conversion Date (the â€œDelivery Dateâ€), the Company will (i) cause the applicable Conversion Shares to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holderâ€™s or its designeeâ€™s balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system (â€œDWACâ€) if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Conversion Shares to or resale of the Conversion Shares by the Holder or (B) the Conversion Shares are eligible for resale by the Holder pursuant to Rule 144, and otherwise deliver to the Holder a certificate or certificates representing the number of Conversion Shares to which the Holder is entitled pursuant to the applicable Conversion Notice (subject to the limitations set forth in Section 5 hereof), and (ii) deliver to the Holder an endorsement by the Company of the Loan Schedule acknowledging the remaining outstanding principal amount of this Note plus all accrued and unpaid interest thereon not converted (an â€œEndorsementâ€). The Companyâ€™s delivery to the Holder of stock certificates or the Transfer Agentâ€™s crediting the Holderâ€™s balance account through DWAC in accordance with clause (i) above shall be Companyâ€™s conclusive endorsement of the remaining outstanding principal amount of this Note plus all accrued and unpaid interest thereon not converted as set forth in the Loan Schedule. If the Company fails for any reason to deliver or to cause the Transfer Agent to deliver to the Holder the Conversion Shares subject to a Conversion Notice by the applicable Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Conversion Shares subject to such conversion (based on the VWAP of the Common Stock on the date of the applicable Conversion Notice), $20 per Trading Day (increasing to $40 per Trading Day on the second (2nd) Trading Day after the Delivery Date) for each Trading Day after such Delivery Date until such Conversion Shares are delivered or Holder rescinds such conversion. The Company agrees to maintain a Transfer Agent that is a participant in the FAST program so long as this Note remains outstanding. As used herein, â€œStandard Settlement Periodâ€ means the standard settlement period, expressed in a number of Trading Days, on the Companyâ€™s primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Conversion Notice. Â Â 1 Lower of (i) Nasdaq Official Closing Price of the Common Stock (as reflected on Nasdaq.com) immediately prior to Issue Date and (ii) the average Nasdaq Official Closing Price of the Common Stock (as reflected on Nasdaq.com) for the five Trading Days immediately preceding the Issue Date. Â 2 Â Â (b) Legends. Assuming (i) the Holder is not an Affiliate of the Company, and (ii) all of the applicable conditions of Rule 144 promulgated under the Securities Act with respect to Holder and the Conversion Shares are met, the Company will cause the removal of any restrictive legend from the Conversion Shares (including by delivering an opinion of Companyâ€™s counsel to the Transfer Agent at its own expense to ensure the foregoing), and the Company agrees that the Holder is under no obligation to sell the Conversion Shares issuable upon the conversion of the Note prior to removing the legend. The Company agrees not to take any position contrary to this Section 4(b). Â (c) Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Conversion Shares pursuant to Section 4(a) by the applicable Delivery Date, then the Holder will have the right to rescind such Conversion Notice. Â (d) Compensation for Buy-In on Failure to Timely Deliver Conversion Shares upon Conversion. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Conversion Shares in accordance with the provisions of Section 4(a) above pursuant to a conversion on or before the applicable Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holderâ€™s brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Conversion Shares which the Holder anticipated receiving upon such conversion (a â€œBuy-Inâ€), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holderâ€™s total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Conversion Shares that the Company was required to deliver to the Holder in connection with the conversion at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Note and equivalent number of Conversion Shares for which such conversion was not honored (in which case such conversion shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its conversion and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of the Note with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holderâ€™s right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Companyâ€™s failure to timely deliver shares of Common Stock upon conversion of this Note as required pursuant to the terms hereof. Â (e) No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Note. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share. Â 3 Â Â (f) Charges, Taxes and Expenses. Issuance of Conversion Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Conversion Shares, all of which taxes and expenses shall be paid by the Company, and such Conversion Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that, in the event that Conversion Shares are to be issued in a name other than the name of the Holder, this Note when surrendered for conversion shall be accompanied by the Assignment Form attached hereto as Exhibit B duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Conversion Notice and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Conversion Shares. Â (g) Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely conversion of this Note, pursuant to the terms hereof. Â 5. Certain Conversion Limitations. Â (a) The Company shall not effect any conversion of this Note, and the Holder shall not have the right to convert any portion of this Note, pursuant to Section 3 or otherwise, to the extent that after giving effect to such issuance after conversion as set forth on the applicable Conversion Notice, the Holder (together with the Holderâ€™s Affiliates, and any other Persons acting as a group together with the Holder or any of the Holderâ€™s Affiliates (such Persons, â€œAttribution Partiesâ€)), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of this Note with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) conversion of the remaining portion of this Note beneficially owned by the Holder or any of its Affiliates or Attribution

Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 5(a), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 5(a) applies, the determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Note is convertible shall be in the sole discretion of the Holder, and the submission of a Conversion Notice shall be deemed to be the Holderâ€™s determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Note is convertible, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 5(a), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Companyâ€™s most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Note, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The â€œBeneficial Ownership Limitationâ€ shall be 4.99% of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of this Note. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 5(a), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Note held by the Holder and the provisions of this Section 5(a) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 5(a) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Note. Â 4 Â Â (b) Principal Market Regulation; Stockholder Approval. Â (i) Notwithstanding anything to the contrary set forth herein, unless and until the Company has obtained Stockholder Approval, the Company shall not issue upon any conversion of this Note a number of shares of Common Stock which, when aggregated with the number of shares of Common Stock issued upon any prior conversions of this Note, would exceed 19.99% of the issued and outstanding shares of Common Stock immediately prior to the Issue Date, subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the Issue Date. The Company hereby represents and warrants to the Holder that the execution and delivery of this Note by the Company and the performance of its obligations hereunder, do not and will not, conflict with the listing rules of any Trading Market upon which the Common Stock may be listed. Â (ii) The Company covenants and agrees to hold a special meeting of shareholders at the earliest practical date after the Issue Date but in no event later than one hundred (100) days after the Issue Date for the purpose of obtaining Stockholder Approval, with the recommendation of the Companyâ€™s Board of Directors that such proposal be approved, and the Company shall solicit proxies from its shareholders in connection therewith in the same manner as all other management proposals in such proxy statement and all management-appointed proxyholders shall vote their proxies in favor of such proposal. The Company shall use its best efforts to obtain such Stockholder Approval. If the Company does not obtain Stockholder Approval at the first meeting, the Company shall call a meeting every four months thereafter to seek Stockholder Approval until the date Stockholder Approval is obtained. Â 6. Certain Adjustments. Â (a) Stock Dividends and Stock Splits. If the Company, at any time while this Note is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon conversion of this Notes), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Company, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Company) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination, or re-classification. Â 5 Â Â (b) Reserved. Â (c) Subsequent Rights Offerings.Â In addition to any adjustments pursuant to Section 6(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the â€œPurchase Rightsâ€), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holderâ€™s right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation). Â (d) Pro Rata Distributions. During such time as this Note is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a â€œDistributionâ€), at any time after the issuance of this Note, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided,Â however, to the extent that the Holderâ€™s right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation). Â 6 Â Â (e) Fundamental Transactions. If, at any time while this Note is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of fifty percent (50%) or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than fifty percent (50%) of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a â€œFundamental Transactionâ€), then, upon any subsequent conversion of this Note, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the â€œAlternate Considerationâ€) receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Note is convertible immediately prior to such Fundamental Transaction (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash, or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Note following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the â€œSuccessor Entityâ€) to assume in writing all of the obligations of the Company under this Note and any document ancillary hereto, in accordance with the provisions of this Section 6(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Note, deliver to the Holder in exchange for this Note a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Note which is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Note (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation) prior to such Fundamental Transaction, and with a conversion price which applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of this Note immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Note and the other Transaction Documents referring to the â€œCompanyâ€ shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Note and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein. Â (f) Calculations. All calculations under this Section 6 shall be made to the nearest cent or to the nearest 1/100th of a share, as the case may be. Â 7 Â Â (g) Notice to Holder. Â (i) Whenever the Conversion Price is adjusted pursuant to any provision of this Section 6, the Company shall promptly deliver to the Holder by email a notice setting forth the Conversion Price after such adjustment and any resulting adjustment to the number of Conversion Shares and setting forth a brief statement of the facts requiring such adjustment. Â (ii) If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of this Note, and shall cause to be delivered to the Holder at its last address as it shall appear upon this Note Register, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert this Note during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein. Â 7. Authorized Shares. The Company covenants that, during the period the Note is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Conversion Shares upon any conversion of this Note. The Company further covenants that its issuance of this Note shall constitute full authority to its officers who are charged with the duty of issuing the necessary Conversion Shares upon any conversion of this Note. The Company will take all such reasonable action as may be necessary to assure that such Conversion Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Conversion Shares which may be issued upon any conversion this Note will, upon any conversion of this Note in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable (which means that no further sums are required to be paid by the holders thereof in connection with the issue thereof) and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue). Â 8 Â Â Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Note, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Note against impairment. Without limiting the generality of the foregoing, the Company will (i) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Conversion Shares upon the conversion of this Note and (ii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Note. Â Before taking any action that would result in an adjustment in the number of Conversion Shares into which this Note is convertible or in the Conversion Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof. Â 8. Reserved. Â 9. Events of Default. Â (a) The occurrence of any one of the following events for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary, or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule, or regulation of any administrative or governmental body) shall constitute an â€œEvent of Defaultâ€: Â (i) any default in the payment of the principal or interest on or other payments owing in respect of this Note as and when the same shall become due and payable (whether on a Conversion Date, the Maturity Date, by acceleration or otherwise); Â (ii) the Company fails for any reason to deliver or to cause the Transfer Agent to deliver to the Holder the Conversion Shares subject to a Conversion Notice by the applicable Delivery Date in accordance with Section 4(a), and such failure shall not have been remedied within three (3) Trading Days after the date on which notice of such failure shall have been given; Â (iii) the Company shall fail to observe or perform any other covenant, agreement or warranty contained in, or otherwise commit any breach of this Note, the Settlement Agreement or any other Transaction Document, and such failure or breach shall not, if subject to the possibility of a cure by the Company, have been remedied within ten (10) Trading Days after the date on which notice of such failure or breach shall have been given; Â (iv) if, at any time this Note is outstanding, there is not an effective registration statement permitting the resale of the Conversion Shares then issuable hereunder and the Conversion Shares shall not eligible for resale by the Holder pursuant to Rule 144; Â (v) the Company or any Subsidiary shall default in any of its obligations under any mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument under which there may be issued, or by which there may be secured or evidenced any indebtedness for borrowed money or money due under any long term leasing or factoring arrangement of the Company in an amount exceeding $150,000, whether such indebtedness now exists or shall hereafter be created and such default shall result in such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable; Â 9 Â Â (vi) the Common Stock shall not be eligible for quotation on or quoted for trading on a Trading Market and shall not again be eligible for and quoted or listed for trading thereon within ten (10) Trading Days; Â (vii) a Commission or judicial stop trade order or trading suspension by the primary Trading Market with respect to the Common Stock that lasts for five (5) or more consecutive Trading Days; or Â (viii) the Company shall commence or there shall be commenced against the Company a case under any applicable bankruptcy or insolvency laws as now or hereafter in effect or any successor thereto, or the Company commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Company or any Subsidiary thereof or there is commenced against the Company or any Subsidiary thereof any such bankruptcy, insolvency or other proceeding which remains undismissed for a period of sixty (60) days; or the Company or any Subsidiary thereof is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the Company or any Subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property which continues undischarged or unstayed for a period of sixty (60) days; or the Company or any Subsidiary thereof shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing; or any corporate or other action is taken by the Company or any Subsidiary thereof for the purpose of effecting any of the foregoing. Â (b) Remedies Upon Event of Default. Subject to the Beneficial Ownership Limitation as set forth in Section 5, if any Event of Default occurs, then the outstanding Principal Amount of this Note, liquidated damages and other amounts owing in respect thereof through the date of acceleration, shall become, at the Holderâ€™s election by written notice to the Company, immediately due and payable, at the Holderâ€™s option, either (i) in cash in the amount of the Mandatory Default Amount or (ii) by delivery to the Holder of a number of shares of Common Stock equal to the Mandatory Default Amount divided by the lesser of (x) the Conversion Price as of the date the Mandatory Default Amount is demanded or otherwise due and (y) the Conversion Price as of the date such shares are delivered to the Holder. Upon the payment in full of the Mandatory Default Amount in cash or in shares of Common Stock, the Holder shall promptly surrender this Note to or as directed by the Company. In connection with such acceleration described herein, the Holder need not provide, and the Company hereby waives, any presentment, demand, protest or other notice of any kind (other than the Holderâ€™s election to declare such acceleration), and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of this Note until such time, if any, as the Holder receives full payment pursuant to this Section 9(b). No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon. Â 10. Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Note. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Note and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate. Â 10 Â Â 11. No Waiver of Holderâ€™s Rights, etc. All payments of principal and interest shall be made without setoff, deduction, or counterclaim. No delay or failure on the part of the Holder in exercising any of its options, powers, or rights, nor any partial or single exercise of its options, powers or rights shall constitute a waiver thereof or of any other option, power or right, and no waiver on the part of the Holder of any of its options, powers or rights shall constitute a waiver of any other option, power or right. The Company hereby waives presentment of payment, protest, and notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note. Acceptance by the Holder of less than the full amount due and payable hereunder shall in no way limit the right of the Holder to require full payment of all sums due and payable hereunder in accordance with the terms hereof. Â 12. Costs and Expenses. If the Holder shall commence an action, suit or proceeding to enforce any provisions of this Note, and provided the Holder prevails in such action, suit or proceeding, the Company shall pay (and shall indemnify and hold harmless the Holder from and against), all reasonable attorneysâ€™ fees and expenses incurred by the Holder in connection with the investigation, preparation and prosecution of such action, suit or proceeding. Â 13. Cumulative Rights and Remedies; Usury. The rights and remedies of the Holder expressed herein are cumulative and not exclusive of any rights and remedies otherwise available. If it shall be found that any interest outstanding hereunder shall violate applicable laws governing usury, the applicable rate of interest outstanding hereunder shall be reduced to the maximum permitted rate of interest under such law. Â 14. Partial Invalidity. In the case any provision of this Note is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that its enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Note will not in any way be affected impaired thereby. Â 15. Amendment; Waiver. No term or provision contained herein may be modified, amended or waived except by written agreement or consent signed by the Company and the Holder. Â 16. Successors and Assigns. This Note shall be binding upon the Company and its successors and shall inure to the benefit of the Holder and its successors and assigns. The term â€œHolderâ€ as used herein, shall also include any endorsee, assignee or other holder of this Note. Â 17. Lost or Stolen Note. If this Note is lost, stolen, mutilated or otherwise destroyed, the Company shall execute and deliver to the Holder a new promissory note containing the same terms, and in the same form, as this Note. In such event, the Company may require the Holder to deliver to the Company an affidavit of lost instrument and customary indemnity in respect thereof as a condition to the delivery of any such new promissory note. Â 18. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day. Â 11 Â Â 19. Notices. Any and all notices or other communications or deliveries to be provided by the Holder hereunder including, without limitation, any Conversion Notice, shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service, addressed to the Company, at 1061 E. Indiantown Rd., Ste. 110, Jupiter, FL 33477, Attention: Jarrett Boon, Chief Executive officer, email address: jboon@drinksafetyshot.com, or such other email address or address as the Company may specify for such purposes by notice to the Holder. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service addressed to the Holder, at 11700 West Charleston Blvd. #170-659, Las Vegas, NV 89135, Attention: Michael Bigger, email address: michael@biggercapital.com, or such other email address or address of the Holder as the Holder may specify for such purposes by notice to the Company. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section prior to 5:30Â p.m. (New York City time) on any date, (ii) the next Trading Day after the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30Â p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. Â 20. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Note (whether brought against a party hereto or their respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Note and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. Notwithstanding the foregoing, nothing in this paragraph shall limit or restrict the federal district court in which a Holder may bring a claim under the federal securities laws. Â 21. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. Â 12 Â Â 22. Definitions. As used herein, the following terms shall have the following meanings: Â â€œAffiliateâ€ means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act. Â â€œBoard of Directorsâ€ means the board of directors of the Company. Â â€œBusiness Dayâ€ means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to â€œstay at homeâ€, â€œshelter-in-placeâ€, â€œnon-essential employeeâ€ or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York generally are open for use by customers on such day. Â â€œCommissionâ€ means the United States Securities and Exchange Commission. Â â€œCommon Stockâ€ means the common stock of the Company, $0.001 par value per share, and any other class of securities into which such securities may hereafter be reclassified or changed. Â â€œCommon Stock Equivalentsâ€ means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock. Â â€œExchange Actâ€ means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. Â â€œMandatory Default Amountâ€ means the sum of (i) the greater of (A) 120% of the outstanding principal amount of the Note, and (B) the outstanding principal amount of the Note, divided by the Conversion Price on (x) the date the Mandatory Default Amount is demanded or otherwise due or (y) the date the Mandatory Default Amount is paid in full, whichever is less, multiplied by the VWAP of the Common Stock on (x) the date the Mandatory Default Amount is demanded or otherwise due or (y) the date the Mandatory Default Amount is paid in full, whichever is greater, and (ii) all other amounts, costs, expenses and liquidated damages due hereunder. Â â€œNote Registerâ€ shall mean the register maintained by the Company, which includes a list of the name and address of the Holder, as well as the outstanding principal amount and interest amount owing to such Holder from time to time. Â â€œPersonâ€ means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind. Â â€œRule 144â€ means Rule 144 under the Securities Act. Â â€œSettlement Agreementâ€ means that certain Settlement Agreement and Mutual Release dated as of January 20, 2025, by and between the Company and Bigger Capital LLC. Â 13 Â Â â€œStockholder Approvalâ€ means such approval as may be required by the applicable rules and regulations of the Nasdaq Capital Market (or any successor entity) from the stockholders of the Company with respect to the transactions contemplated hereunder, including, without limitation, the issuance of all of the Conversion Shares issuable hereunder in excess of 19.99% of the issued and outstanding Common Stock on the Issue Date, at a price less than the market value of the Common Stock on the Issue Date. Â â€œSubsidiaryâ€ means any subsidiary of the Company and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof. Â â€œTrading Dayâ€ means a day on which the Common Stock is traded on a Trading Market. Â â€œTrading Marketâ€ means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing). Â â€œTransaction Documentsâ€ means (i) this Note, (ii) the Settlement Agreement, (iii) that certain Secured Convertible Note dated as of January 20, 2025 in the principal amount of $1,750,000 issued by the Company to Bigger Capital LLC (the â€œSecured Noteâ€), (iv) that certain Warrant to Purchase Common Stock dated as of January 20, 2025 issued by the Company to Bigger Capital LLC, and any other agreements, instruments or documents delivered in connection with the Settlement Agreement. Â â€œTransfer Agentâ€ means ClearTrust, LLC, the current transfer agent of the Company, with a mailing address of 16540 Pointe Village Dr., Suite 210, Lutz, FL 33558 and an email address of kara@cleartrusttransfer.com, and any successor transfer agent of the Company. Â â€œVWAPâ€ means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30Â a.m. (New York City time) to 4:02Â p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company. Â ******************** Â [Signature Page Follows] Â 14 Â Â IN WITNESS WHEREOF, the Company has caused this Convertible Note to be duly executed and delivered as of the date first set forth above. Â Â SAFETY SHOT, INC. Â Â Â By: Â Name: Â Â Title: Â Â 15 Â Â EXHIBIT A Â NOTICE OF CONVERSION Â The undersigned hereby elects to convert the principal amount and interest indicated below of the attached Convertible Note into shares of common stock, $0.001 par value (the â€œCommon Stockâ€ or â€œConversion Sharesâ€), of Safety Shot, Inc., according to the conditions hereof, as of the date written below. No fee will be charged to the Holder for any conversion. Â Date to Effect Conversion: Â Â Principal Amount and Interest of Convertible Note to be Converted: Â Â Applicable Conversion Price: Â Â Â Number of shares of Common Stock to be Issued: Â Â Â Please issue said Conversion Shares in the name of the undersigned or in such other name as is specified below: Â ______________________________ Â The Conversion Shares shall be delivered to the following DWAC Account Number: Â _________________________________ Â _________________________________ Â _________________________________ Â Â Â Name of Holder (Please Print) Â Â Â Â Â Â Â Signature of Authorized Signatory of Holder Â Â Â Â Â Â Â Name of Authorized Signatory Â Â Â Â Â Â Â Title of Authorized Signatory Â Â Â Â Date: Â Â Â Â -Exhibit A-Â Â Â EXHIBIT B ASSIGNMENT FORM Â (To assign the foregoing Note, execute this form and supply required information. Do not use this form to convert the Note into Conversion Shares.) Â FOR VALUE RECEIVED, the foregoing Note and all rights evidenced thereby are hereby assigned to: Â Name: Â (Please Print) Â Â Address: Â (Please Print) Â Phone Number: Â Â Email Address: Â Â Dated: Â Â Holderâ€™s Signature: Â Â Holderâ€™s Address: Â Â -Exhibit B-Â Â Â EXHIBIT C LOAN SCHEDULE Â Convertible Note Issued by Safety Shot, Inc. Dated: July 21, 2025 SCHEDULE OF CONVERSIONS AND PAYMENTS OF PRINCIPAL Â Date of Conversion Â Amount of Conversion Â Total Amount Due Subsequent To Conversion Â -Exhibit C-Â Â EX-10.32 6 ex10-32.htm Â Exhibit 10.32 Â Execution Version Â SETTLEMENT AGREEMENT AND MUTUAL RELEASE Â WHEREAS, Bigger Capital LLC (â€œBigger Capitalâ€) previously filed an action against Safety Shot, Inc. (â€œSHOTâ€ or the â€œCompanyâ€) in the Supreme Court of the State of New York, New York County, Index No. 65018/2024 (the â€œActionâ€); Â WHEREAS, Bigger Capital and SHOT (the â€œPartiesâ€) desire to fully settle and resolve all issues and claims that relate in any way to the allegations set forth in the Action without the admission of any fault or liability on the part of any of the Parties; Â NOW, THEREFORE, in consideration of and in return for the promises and covenants undertaken by the Parties herein and the releases given herein, the adequacy of which consideration is acknowledged, the Parties agree as follows: Â 1. Settlement Consideration. (a) No later than ten business days following the execution of this Agreement, SHOT shall pay to Bigger Capital in available funds by wire transfer in the aggregate amount of $375,000 (the â€œSettlement Paymentâ€) and (b) simultaneous with the execution of this Agreement, SHOT shall execute and deliver: (i)Â a Secured Note in the principal amount of $1.75 million maturing December 31, 2026 in the form annexed as ExhibitÂ A (the â€œSecured Noteâ€) (ii)Â a Convertible Note in the principal amount of $3.5 million maturing June 30, 2025 in the form annexed as ExhibitÂ B; (the â€œNoteâ€) and (iii)Â Warrants in the form annexed as ExhibitÂ C in an amount computed in accordance with Section 2(a) in exchange for the $1.40 Warrants (as defined below) (the â€œExchange Warrantâ€ and together with the Secured Note, the Note, and the Settlement Payment, the â€œSettlement Considerationâ€). With respect to the Secured Note, the Company and its subsidiaries will enter into a Security Agreement with Bigger Capital in such form as is reasonably requested by Bigger Capital and acknowledges that Bigger Capital will file UCC-1s relating to the perfection of the security interest that Bigger Capital will have in the assets of the Company and its subsidiaries. Both the Secured Note and the Note may be paid back in full by SHOT within the first six months, subject to the terms and conditions set forth therein; provided, that the Secured Note may in no event be voluntarily prepaid in any amount unless and until the Note or the Replacement Note, as the case may be, has been prepaid or otherwise satisfied in full. In addition, Bigger Capital cannot convert either the Secured Note or the Note until the earlier of (x) the effectiveness of the Registration Statement referenced in Section 5 herein, or (y) the first six months after the execution of this Agreement. Â Â Â Â 2. The Warrant Exchange. Â (a) Shot acknowledges and agrees that Bigger Capital currently owns 1,656,050 Warrants issued July 25, 2021, exercisable at $1.40 per share (the â€œ$1.40 Warrantsâ€). In connection with this Agreement, Bigger Capital is exchanging all of the $1.40 Warrants for the Exchange Warrant which will have an exercise price equal to 80% of the lesser of (i) the five day volume weighted average price for Shot on the day before this Agreement is signed or (ii) the closing price for Shot on the day before this Agreement is signed (the â€œExercise Priceâ€) and a share amount equal to 2,318,740 divided by the Exercise Price. In addition, the exercise price of the Exchange Warrants may be further reduced pursuant to the provisions of the Exchange Warrants. SHOT agrees that pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the â€œActâ€), the exchange of Exchange Warrants for $1.40 Warrants is exempt from registration under the Act and that the holding period for the Exchange Warrants commenced as of the date Bigger Capital received the $1.40 Warrants. Accordingly, upon a cashless exercise of the Exchange Warrants, SHOT will provide a legal opinion and all necessary documentation to ensure that Bigger Capital receives unrestricted Company Common Stock in accordance with the amounts set forth in the Notice of Exercise within one day after Bigger Capital delivers the Notice of Exercise and will honor any Notice of Exercise on that basis. SHOT may file a Registration Statement for the resale of the shares issuable upon exercise of the Exchange Warrants if it wishes to do so in order to require a cash exercise. Â Â 2Â Â Â 3. The Note. Â (a) The parties agree that on maturity, SHOT shall be entitled to pay the Note by delivery, in its sole discretion, by any of the following: (i) payment of principal and interest in cash; or (ii) payment of $2 million and a SAFE in the form annexed as ExhibitÂ D in the amount of $2 million; or (iii) delivery of a Convertible Note bearing interest at 9% per annum, maturing December 31, 2027 (the â€œReplacement Noteâ€) in the form annexed as ExhibitÂ E. Â 4. Right of Participation. From the date hereof until the date that is three (3) years after the date hereof, upon any issuance by the Company or any of its subsidiaries of Common Stock or Common Stock Equivalent (as defined below) for cash consideration, indebtedness, or a combination thereof (a â€œSubsequent Financingâ€), Bigger Capital shall have the right, either in its own right or acting through an affiliate, to participate in up to 25% of such Subsequent Financing on the same terms, conditions and price provided for in the Subsequent Financing; provided that Bigger Capital may elect in its sole discretion to apply any outstanding principal amounts under the promissory notes issued to it pursuant to this Agreement to such participation in the Subsequent Financing. â€œCommon Stock Equivalentsâ€, as used herein, means any securities of the Company or its subsidiaries which would entitle the holder thereof to acquire at any time the Companyâ€™s Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock. Â Â 3Â Â Â 5. Registration Rights Agreement. The Company shall promptly file a Registration Statement for shares of the Companyâ€™s Common Stock equal to 150% of the shares initially issuable upon exercise of the Secured Note and the Note (the â€œRegistrable Securitiesâ€), which filing shall be no later than ten (10) business days after the execution of this Agreement. The Company shall diligently take all steps necessary for the Registration Statement to become effective as soon as practicable and shall thereafter maintain the Registration Statement until the Registrable Securities are sold.Â UponÂ receiving notification from the Securities Exchange Commission (the â€œSECâ€)Â that either the Registration Statement relating to the Registrable Securities has received a â€œno reviewâ€ from the SEC or that the SEC has no additional comments to the Registration Statement, the Company will take all action necessary to ensure that the Registration Statement has been declared effective within two business days of either suchÂ notification. The Company shall not file or permit any other registration statement to become effective prior to the time that the Registration Statement for the Registrable Securities becomes effective.Â Â If the Registration Statement covering all of the Registrable Securities is not declared effective within 75 days of the execution date of this Agreement (the â€œEffectiveness Deadlineâ€) or the Company is in violation of its obligations under the previous two sentences of this Agreement, it will be deemed an Event of Default under the Secured Note and the Note. In addition,Â the Company shall be obligated to make payments to Bigger Capital, as liquidated damages and not as a penalty, in an amount equal to 2% of the amount then currently outstanding under the Secured Note and the NoteÂ (including, without limitation, all principal, interest and other payments due thereon) for each 30-day period following the Effectiveness Deadline, and such payments shall be made to Bigger Capital in cash not later than two (2) Trading Days after the end of each 30-day period. Â Â 4Â Â Â 6. Dismissal of the Action With Prejudice. No later than two (2) business days following delivery of the Settlement Consideration, Bigger Capital shall execute a stipulation dismissing the Action with prejudice in the form attached hereto as ExhibitÂ F (the â€œDismissal Stipulationâ€). The Action shall be stayed between the execution of this Agreement and the effective date of the Registration Statement. Â 7. Release of SHOT by Bigger Capital. Effective upon delivery of the Settlement Consideration, Bigger Capital, on behalf of itself, its members, managers, affiliates, agents, subsidiaries, investors, partners, directors, employees, attorneys, representatives, predecessors, successors and assigns, and the executors, administrators, associates, and related or affiliated persons or entities of each of the foregoing (collectively, the â€œBigger Capital Releasorsâ€), being legally competent to contract, automatically, irrevocably, and fully and forever release and discharge SHOT and its respective members, managers, affiliates, agents, subsidiaries, investors, partners, directors, employees, attorneys, representatives, predecessors, successors and assigns, and the executors, administrators, associates, and related or affiliated persons or entities of each of the foregoing (collectively, the â€œReleased Defendantsâ€) from any and all manner of actions, obligations, suits, proceedings, matters, disputes, claims or causes of action, harm, damages or injuries whatsoever (including without limitation arising out of a breach of any duty, law, or rule) known or unknown, suspected or unsuspected, contingent or non-contingent, alleged or not alleged, which now exist, heretofore have existed or come into existence in the future, upon any theory of law or equity, whenever or however arising (whether contractual, common law, statutory, federal, state, local, or otherwise, including but not limited to any claims for compensatory or punitive damages, or for attorneysâ€™ fees, costs or disbursements of any kind), relating to or arising out of Bigger Capitalâ€™s purchase, sale, or trading in SHOT securities, and/or the allegations in the Action from the beginning of time through the date of this Agreement (collectively, the â€œReleased Claimsâ€). Notwithstanding anything herein to the contrary, the Released Claims shall not include any suit, action, or proceeding to enforce the terms of this Agreement. Â Â 5Â Â Â 8. Release of Bigger Capital by SHOT. Upon execution of this Agreement, SHOT on its behalf and on behalf of its members, managers, affiliates, agents, subsidiaries, investors, partners, directors, employees, attorneys, representatives, predecessors, successors and assigns, and the executors, administrators, associates, and related or affiliated persons or entities of each of the foregoing (collectively, the â€œDefendant Releasorsâ€), being legally competent to contract, automatically, irrevocably, and fully and forever release and discharge Bigger Capital and its respective members, managers, affiliates, agents, employees, subsidiaries, investors, partners, directors, attorneys, representatives, predecessors, successors and assigns, and the executors, administrators, associates, and related or affiliated persons or entities of each of the foregoing (collectively, the â€œBigger Capital Released Partiesâ€) from any and all manner of actions, obligations, suits, proceedings, matters, disputes, claims or causes of action, harm, damages or injuries whatsoever (including without limitation arising out of a breach of any duty, law, or rule), known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, heretofore have existed or come into existence in the future, upon any theory of law or equity, whenever or however arising (whether contractual, common law, statutory, federal, state, local, or otherwise, including but not limited to any claims for compensatory or punitive damages, or for attorneysâ€™ fees, costs or disbursements of any kind), relating to or arising out of the Released Claims. Notwithstanding anything herein to the contrary, the Released Claims shall not include any suit, action, or proceeding to enforce the terms of this Agreement. Â Â 6Â Â Â 9. Confidentiality. The Parties agree that the terms and conditions of this Agreement are not confidential and they may disclose the terms to any third parties. The Company shall make timely public disclosure of the material terms of this Agreement on SEC FormÂ 8-K. Â 10. Termination. Bigger Capital may terminate this agreement, in its sole discretion, upon the occurrence of any of the following prior to the delivery of the Settlement Consideration after two business days written notice of its default: (a)Â SHOT does not timely deliver the Settlement Consideration; (b)Â shares of SHOT cease to trade on the Nasdaq CM; (c)Â the closing price of SHOT is less than 0.20 for three consecutive trading days; (d)Â SHOT is in breach of SectionÂ 3 of this Agreement; or (e)Â SHOT announces that it has filed, or is planning to file, for protection under the federal bankruptcy laws. Any termination shall be on written notice to SHOT. In the event of termination, Bigger Capital shall return any securities that it holds and may proceed with the Action. Â 11. Binding Effect. This Agreement binds and inures to the benefit of the Parties and their respective past and present agents, employees, family members (including current and former spouses), assigns, attorneys, representatives, officers, directors, shareholders, successors, assigns, transferees, insurers and sureties, and all of their subsidiaries, parents, predecessors, successors and affiliated companies. Â 12. No Admission. It is understood and agreed that this Agreement is a compromise and settlement of the claims released herein, and it shall not be construed as an admission, concession, or indication of the validity of any claim, defense, liability, obligation, or wrongdoing. Â Â 7Â Â Â 13. Entire Agreement. This Agreement contains the entire agreement among the Parties and shall not be modified in any way except in writing executed by the Party to be bound thereby. No statements, promises, or inducements by any of the signatories or any agent of any of the signatories shall be valid or binding unless they are contained in this Agreement. This Agreement supersedes and replaces any and all alleged or actual prior agreements or understandings. Any antecedent or contemporaneous extrinsic representations and warranties made in the negotiation or preparation of the Agreement are intended to be merged into this Agreement and are of no further force or effect. SHOT acknowledges and agrees that Bigger Capital retains all of its rights with respect to the warrants of SHOT that Bigger Capital now holds, exercisable at $0.93 per share, which were not at issue in the Action, and which appear in the Registration Statement filed by SHOT on November 22, 2023. Â 14. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any of the Parties. This Agreement was prepared jointly by the Parties, and no presumptions or rules of interpretation based upon the identity of the Party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked. Â 15. Governing Law. This Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed in the State of New York, and the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of New York without giving effect to that Stateâ€™s choice of law principles. Bigger Capital and SHOT agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the Supreme Court of New York, New York County and Bigger Capital and SHOT hereby waive any challenge to personal jurisdiction or venue in that court. They also waive trial by jury in any proceeding relating to this Agreement. In the event any proceeding to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees. Â Â 8Â Â Â 16. Authority to Bind. To the extent any person or entity executes this Agreement in a representative capacity for either Party, he or she hereby represents and warrants that he or she is authorized to enter into this Agreement on behalf of that Party, that all necessary authorizations or other resolutions have been passed or obtained, and that this Agreement shall be a legal, valid, and binding obligation on that Party. Â 17. Notices. As to Bigger Capital and SHOT only, any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon delivery, when sent by electronic mail (provided that the sending party does not receive an automated rejection notice); or (iii) one Business Day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same provided a copy is also sent by electronic mail. The addresses and e-mail addresses for such communications shall be: Â If to Bigger Capital: Â Bigger Capital LLCÂ 11700 West Charleston Blvd. #170-659Â Las Vegas, NV 89135Â Attention: Michael BiggerÂ Email: michael@biggercapital.com Â With a copy (for informational purposes only) to: Â Kenneth Schlesinger Olshan Frome Wolosky LLP 1325 Avenue of the Americas New York, New York 10019 Telephone: (212) 451-2300 Email: kschlesinger@olshanlaw.com Â Â 9Â Â Â If to SHOT: Â Safety Shot, Inc. 1061 E. Indiantown Road, Suite 110 Jupiter, Florida 33477 Attention: Jarrett Boon Telephone: (561) 325-0482 Email: jboon@drinksafetyshot.com Â With a copy (for informational purposes only) to: Â Scott P. Barlow, Esq. The Law Officer of Scott P. Barlow 3114 S. Ocean Blvd., Suite 806 Highland Beach, FL 33487 Telephone: 818.554.9239 Email: scott@barlowlegal.net Â 18. Severability. If any provision or provisions contained in this Agreement shall contravene or be invalid under any applicable law, such contravention or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. Â 19. Headings. The section headings contained in each section of this Agreement are intended solely for convenience of reference and shall not limit or expand the express terms of this Agreement or otherwise be used in its construction. Â 20. Counterpart Signature Pages. This Agreement may be executed in one or more counterparts with facsimile, scanned or DocuSign signatures being deemed original, any of which need not contain the signatures of all Parties but all signed counterparts taken together will constitute one and the same agreement. Â 21. Further Assurances. In connection with this Agreement and all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions. Â Â 10Â Â Â IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by themselves or their duly authorized representatives as of January 20, 2025. Â Â Bigger Capital LLC Â Â Â By: Â Â Name: Â Â Title: Â Â Â Safety Shot, Inc. Â Â Â By: Â Â Name: Â Â Title: Â Â Â 11Â Â Â EXHIBIT A Â Secured Note Â (Attached) Â Â Â Â EXHIBIT B Â Note Â (Attached) Â Â Â Â EXHIBIT C Â Exchange Warrant Â (Attached) Â Â Â Â EXHIBIT D Â Form of SAFE Â (Attached) Â Â Â Â EXHIBIT E Â Form of Replacement Note Â (Attached) Â Â Â Â EXHIBIT F Â Dismissal Stipulation Â (Attached) Â Â Â EX-10.33 7 ex10-33.htm Â Exhibit 10.33 Â EX-10.34 8 ex10-34.htm Â Exhibit 10.34 Â SAFETY SHOT, INC. CONSULTING AGREEMENT Â January ___, 2025 Â VIA MAIL Â Mr. Antonis Palikrousis Chairman] Blue Capital Assets, S.A. palicruise@gmail.com Â Dear Mr. Mr. Palikrousis: Â Safety Shot, Inc. (the â€œCompanyâ€) wishes to obtain the services of Blue Capital Assets, S.A. LLC, a United Arab Emirates limited company in Dubai (â€œConsultantâ€, or â€œyouâ€) as a consultant. You and the Company agree with each other that this agreement (the â€œAgreementâ€) contains the terms and conditions relating to the services that you are to provide and the consideration therefor. Â 1. Duties. You agree to diligently perform the services reasonably requested by the Company, including the duties and tasks described on Exhibit A attached hereto (the â€œServicesâ€) as directed by the Chief Executive Officer and Chairman of the Board of the Company. Â 2. Â Term. This Agreement is for a five (5) year term commencing on February 1, 2025 (the â€œEffective Dateâ€) and ending on February 1, 2030 (the â€œTermâ€). Either you or the Company may terminate this Agreement for cause by providing 30-daysâ€™ notice of the breach of the Agreement. The other party shall have thirty (30) days in which to cure the breach. Notwithstanding the foregoing, the provisions of Sections 3-12 shall survive any termination of this Agreement. Â 3. Â Consideration. As full and exclusive consideration for all Services to be rendered and performed under this Agreement, you will receive the consideration specified on Exhibit A. Â 4. Â Expenses. You shall be reimbursed for all reasonable out-of-pocket business expenses incurred on behalf of the Company provided that the expenses are approved in advance by your supervisor, and you submit itemized expense reports in accordance with the Companyâ€™s procedures for reimbursable business expenses. Â 1 Â Â 5. Ownership of Intellectual Property. Â a. Work For Hire: Subject to the terms set forth in Section 5(b), Consultant agrees and acknowledges that all Services provided for and on behalf of the Company, including, without limitation, all ideas, themes, promotional, advertising, work product, releases, marketing materials, designs, and all other materials developed, created and/or provided by Consultant in the furtherance of Services performed on behalf of the Company under this Agreement (collectively, the â€œWorksâ€) shall constitute â€œworks made for hire,â€ and that all right, title, and interest in and to the Works, and any and all derivative works made, or which possibly could be made, therefrom shall solely and exclusively be owned by the Company in perpetuity and throughout the world. In furtherance thereof, except as otherwise set forth in Section 5(b), Consultant shall neither have, nor lay claim to any right, title, or interest in and to any Works created hereunder. Without limiting the foregoing, the Company shall have the unrestricted, perpetual, and worldwide right, but not the obligation, to use, distribute, sell, copy, reproduce, and exploit the Works, and all material contained therein, by any method and by any medium, now known or hereafter created; provided, however, this Section 5(a) shall not apply to any Consultant Intellectual Property (as defined herein). Â b. Consultant Intellectual Property: Notwithstanding the terms set forth in Section 5(a), the Company acknowledges that the Services delivered by Consultant under this Agreement may utilize, incorporate, or otherwise make use of the general know-how, intellectual property, improvements, ideas, inventions, processes, techniques, discoveries, programs, designs, technology, tools, software, documentation, information, trade secrets, business interests, proprietary information, and other materials developed, created or otherwise used by Advisor: (i) prior to the Effective Date, (ii) that are independently developed, created or otherwise used by Consultant outside of the Services contemplated by this Agreement, and/or (iii) that are otherwise not exclusively related to Consultantâ€™s performance of Services on behalf of the Company under this Agreement (collectively, the â€œConsultant Intellectual Propertyâ€). All right, title and interest in and to all Consultant Intellectual Property shall be the sole and exclusive property of Consultant and shall vest and/or continue to vest in Consultant, regardless of whether such Consultant Intellectual Property is used in connection with Consultantâ€™s performance of Services under this Agreement. Consultant shall be and remain the sole owner and/or licensee of the Consultant Intellectual Property; provided, during the Term of this Agreement and thereafter, Consultant hereby grants to the Company a non-exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit all patent, copyright, moral rights, mask works, trade secrets and other intellectual property rights relating to the Consultant Intellectual Property, solely as used in the Works in order for the Company to maintain, update, or otherwise use the Works for its intended purpose. Consultant does not grant to the Company any other license to use, execute, reproduce, display, perform, distribute copies of, or prepare derivative works of the Consultant Intellectual Property and does not authorize any other person or entity to do any or all of the foregoing in connection with the Companyâ€™s use of the Works. Nothing herein shall in any way limit Consultant from using the Consultant Intellectual Property in connection with the provision of services to third parties. Â 2 Â Â 6. Independent Contractor; No Agency. It is agreed that your Services are made available to the Company on the basis that that your relationship with the Company is solely that of an independent consultant or contractor. Accordingly, none of your employees will be eligible for any employee benefits, nor will the Company make any deduction from your fees for taxes, insurance, bonds or any other subscription of any kind. You are not an agent of the Company and do not have the authority to bind the Company, nor will you hold yourself out to third parties as having the authority to bind the Company. Â 7. Confidential Information: For purposes of this Agreement, the term â€œConfidential Informationâ€ shall mean certain valuable information, including without limitation customer information, business plans, marketing, sales and other related information, specifications, drawings, sketches, models, samples, data, financial information, contracts, vendors, employees, officers, directors, shareholders, notes, computer programs, documentation, and other technical and business information, in written, oral, graphic or other tangible form which is disclosed to you in written, graphic, recorded, photographic or any machine readable form or which is orally conveyed to you. You covenant and agree that you will use Confidential Information only for the purposes of your work for the Company and shall not disclose any Confidential Information to any person or persons outside of the Company. You further agree to store and maintain all Confidential Information in a secure place. On the termination of this Agreement, you shall in your discretion either deliver all records, data, information, and any other documents produced or acquired during the performance of this Agreement and all copies thereof to Company or destroy them. Such material shall at all times remain the exclusive property of Company, unless otherwise agreed in writing. Upon termination, you agree to make no further use of any Confidential Information. Â It is expressly understood that you shall not be liable for disclosure of any Confidential Information if the same: (a) was in the public domain at the time it was disclosed to you; (b) is disclosed with the prior written approval of Company; (c) becomes known to you from a source other than the Company without breach of this Agreement by you; or (d) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body. Â 8. Representations and Warranties. Each Party hereby represents, warrants and covenants that such Party is free to enter into this Agreement and perform its respective duties and obligations hereunder. Each Party further represents and warrants that such Partyâ€™s execution, delivery and performance of this Agreement will not result in any default under, conflict with, or constitute a breach of any agreement entered into between such Party and a third party, or violate any law, rule, order, writ, judgment, regulation, award, injunction, or decree binding on or affecting such Party. Â 3 Â Â 9. Indemnification. Â a.Indemnification by Advisor: Consultant agrees to indemnify, defend, and hold harmless the Company and the Companyâ€™s employees, agents, representatives, principals, parents, subsidiaries, affiliates, directors, and officers harmless from and against any and all third party claims, actions, liabilities, damages, and out of pocket fees, costs and expenses (including, without limitation, attorneyâ€™s fees and costs)(each, a â€œClaimâ€) to the extent that such Claim arises out of or relates to Consultantâ€™s breach of any of Consultantâ€™s representations, warranties, covenants or agreements set forth in this Agreement; provided, however, that in no event shall Consultant be required to indemnify the Company in the event that such Claim is the result of the Company and/or the Companyâ€™s designeesâ€™ or other representativesâ€™ willful misconduct, or failure to comply with the terms of any agreement or contract entered into by the Company with any third party. Â Â Â b.Indemnification by The Company: The Company agrees to indemnify, defend, and hold harmless Consultant and Consultantâ€™s employees, agents, representatives, principals, parents, subsidiaries, affiliates, directors and officers from and against any and all third party Claims to the extent that such Claim arises out of or relates to: (i) the infringement, misappropriation or violation of a third partyâ€™s intellectual property rights, to the extent that the infringing materials were: (a) not provided by Consultant, or (b) provided by Consultant, but used in a manner not intended or directed by Consultant; (ii) breach of any of the Companyâ€™s representations, warranties, covenants or agreements set forth in this Agreement; (iii) any Claims arising due to use of any of the Companyâ€™s products or services; or (iv) any violation of law by the Company or the Companyâ€™s representatives. For the avoidance of doubt, the absence of insurance shall not diminish the Companyâ€™s obligations hereunder. Â 10. Relationship of the Parties. The Company hereby engages Consultant strictly as an independent contractor for the purpose of providing the Services. As an independent contractor, Consultant is free to provide similar services to other entities and/or individuals not affiliated with the Company during the Term, and the provision of such services shall not be considered a breach of this Agreement. Consultant shall coordinate the furnishing of the Services pursuant to this Agreement with the Company in such a way as to generally conform to the requests and/or needs of the Company, but the method of performance, time of performance, place of performance, hours utilized in such performance, and other details regarding the manner of performance of Consultantâ€™s Services hereunder shall be within the sole control and discretion of Consultant . Â 11. Dispute Resolution. It is agreed that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be exclusively governed by Florida law without reference to conflict of law provisions. The parties further agree to submit to personal jurisdiction in the courts of the State of Florida, County of Palm Beach as such courts shall serve as the exclusive venue for all dispute resolution. The prevailing party in any suit, action or proceeding arising out of or relating in any way to this Agreement shall be entitled to receive as part of the judgment its reasonable attorneysâ€™ fees, costs and expenses (including reasonable attorneyâ€™s fees) incurred in connection with such suit, action or proceeding. Â 4 Â Â 12. Miscellaneous. Â (a) Section headings set forth in this Agreement are employed in this Agreement for reference purposes only and shall not affect the interpretation or meaning of this Agreement. Any notice or report required or permitted to be given under this Agreement shall be deemed given if delivered by email. If to the Company, email to, Jarrett Boon jboon@drinksafetyshot.com and Scott Barlow, the Companyâ€™s General Counsel at scott@barlowlegal.net. Â (b) This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter contained herein. This Agreement may not be amended in any respect other than by a written instrument signed by both parties. Â (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Â (d) If any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision hereof. Â (e) The Consultant shall not assign this Agreement or delegate any obligation hereunder without the prior written consent of the Company. Â (f) The failure by either party to insist upon strict performance of any of the obligations set forth in any provision of this Agreement on any occasion shall not be deemed a waiver of such partyâ€™s rights under that or any other provision hereof. Â If this Agreement as written is satisfactory to, it is requested that you execute and return the original and one copy to us, retaining the third copy for your file. Â Â Very truly yours, Â Â Â SAFETY SHOT, INC. Â Â Â Â By: Â Name: Jarrett Boon Â Title: CEO Â Dated: Â Â AGREED TO AND ACCEPTED: Â Â Â Â Blue Capital Assets, S.A. LLC Â Â Â Â By: Â Name: Mr. Antonis Palikrousis Â Title: Chairman Â Date: January __, 2025 Â Â 5 Â Â EXHIBIT A Â Scope of Work:Company hereby engages Blue Capital Assets, S.A. LLC (â€œBlue Capitalâ€), and Blue Capital accepts the Companyâ€™s engagement to provide the Company with the Services as directed and at the discretion of Companyâ€™s Chairman and CEO in all areas of investor relations. Â Consideration:In exchange for Blue Capitalâ€™s agreement to perform the Services, Blue Capital shall receive 4,545,454 options to purchase common shares of Safety Shot (the â€œOptionsâ€) at .44 cents per share. The Options shall vest in equal six-month installments such that 2,272,727 Options shall vest on August 1, 2025, and 2,272,727 Options shall vest on February 1, 2026. The Options shall have a five-year term. Â 6 EX-10.35 9 ex10-35.htm Â Exhibit 10.35 Â SECURITIES PURCHASE AGREEMENT Â This Securities Purchase Agreement (this â€œAgreementâ€) is dated as of January 17, 2025, between Safety Shot, Inc., a Delaware corporation (the â€œCompanyâ€), and â€¯(the â€œPurchaserâ€). Â WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to an effective registration statement under the Securities Act of 1933, as amended (the â€œSecurities Actâ€)), and the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company, securities of the Company as more fully described in this Agreement; Â NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows: Â ARTICLE I. DEFINITIONS Â 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1: Â â€œAcquiring Personâ€ shall have the meaning ascribed to such term in Section 4.5. Â â€œActionâ€ shall have the meaning ascribed to such term in Section 3.1(j). Â â€œAffiliateâ€ means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act. Â â€œAgreementâ€ shall have the meaning ascribed to such term in the preamble. Â â€œBHCAâ€ shall have the meaning ascribed to such term in Section 3.1(pp). Â â€œBoard of Directorsâ€ means the board of directors of the Company. Â â€œBusiness Dayâ€ means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to â€œstay at homeâ€, â€œshelter-in-placeâ€, â€œnon-essential employeeâ€ or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York are generally open for use by customers on such day. Â â€œClosingâ€ means the closing of the purchase and sale of the Securities pursuant to Section 2.1. Â â€œClosing Dateâ€ means the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Purchaserâ€™s obligation to pay the Subscription Amount and (ii) the Companyâ€™s obligation to deliver the Securities, in each case, have been satisfied or waived. Â â€œCodeâ€ means the Internal Revenue Code of 1986, as amended. Â â€œCommissionâ€ means the United States Securities and Exchange Commission. Â Â Â Â â€œCommon Stockâ€ means the common stock of the Company, $0.001 par value per share, and any other class of securities into which such securities may hereafter be reclassified or changed. Â â€œCommon Stock Equivalentsâ€ means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock. Â â€œCompanyâ€ shall have the meaning ascribed to such term in the preamble. Â â€œCompany Counselâ€ means with respect to U.S. federal securities law and New York law, Sichenzia Ross Ference Carmel LLP, 1185 Avenue of the Americas, 31st Floor, New York, NY 10036. Â â€œDisclosure Schedulesâ€ means the Disclosure Schedules of the Company delivered concurrently herewith. Â â€œDisclosure Timeâ€ means, (i) if this Agreement is signed on a day that is not a Trading Day or after 9:00 a.m. (New York City time) and before midnight (New York City time) on any Trading Day, 9:01 a.m. (New York City time) on the Trading Day immediately following the date hereof, unless otherwise instructed as to an earlier time by the Purchaser, and (ii) if this Agreement is signed between midnight (New York City time) and 9:00 a.m. (New York City time) on any Trading Day, no later than 9:01 a.m. (New York City time) on the date hereof, unless otherwise instructed as to an earlier time by the Purchaser. Â â€œDisqualification Eventâ€ shall have the meaning ascribed to such term in Section 3.1(rr). Â â€œDVPâ€ shall have the meaning ascribed to such term in Section 2.1. Â â€œEvaluation Dateâ€ shall have the meaning ascribed to such term in Section 3.1(s). Â â€œExchange Actâ€ means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. Â â€œFCPAâ€ means the Foreign Corrupt Practices Act of 1977, as amended. Â â€œFDAâ€ shall have the meaning ascribed to such term in Section 3.1(uu). Â â€œFDCAâ€ shall have the meaning ascribed to such term in Section 3.1(uu). Â â€œFederal Reserveâ€ shall have the meaning ascribed to such term in Section 3.1(pp). Â â€œGAAPâ€ shall have the meaning ascribed to such term in Section 3.1(h). Â â€œIndebtednessâ€ shall have the meaning ascribed to such term in Section 3.1(bb). Â â€œIntellectual Property Rightsâ€ shall have the meaning ascribed to such term in Section 3.1(p). Â â€œIssuer Covered Personâ€ shall have the meaning ascribed to such term in Section 3.1(rr). Â â€œIT Systems and Dataâ€ shall have the meaning ascribed to such term in Section 3.1(vv). Â â€œLiensâ€ means a lien, charge pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction. Â â€œMaterial Adverse Effectâ€ shall have the meaning assigned to such term in Section 3.1(b). Â â€œMaterial Permitsâ€ shall have the meaning ascribed to such term in Section 3.1(n). Â Â Â Â â€œMoney Laundering Lawsâ€ shall have the meaning ascribed to such term in Section 3.1(qq). Â â€œOFACâ€ shall have the meaning ascribed to such term in Section 3.1(nn). Â â€œPersonâ€ means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind. Â â€œPFICâ€ shall have the meaning ascribed to such term in Section 4.18. Â â€œPharmaceutical Productâ€ shall have the meaning ascribed to such term in Section 3.1(uu). Â â€œProceedingâ€ means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened. Â â€œProspectusâ€ means the final base prospectus filed for the Registration Statement, including all information, documents, and exhibits filed with or incorporated by reference into such base prospectus. Â â€œProspectus Supplementâ€ means the supplement to the Prospectus complying with Rule 424(b) of the Securities Act, including all information, documents, and exhibits filed with or incorporated by reference into such Prospectus Supplement, that is filed with the Commission in connection with the offer and sale of the Shares. Â â€œPublic Information Failureâ€ shall have the meaning ascribed to such term in Section 4.2(b). Â â€œPurchaserâ€ shall have the meaning ascribed to such term in the preamble. Â â€œPurchaser Partyâ€ shall have the meaning ascribed to such term in Section 4.8. Â â€œRegistration Statementâ€ means the effective registration statement with Commission File No. 333-267644, including all information, documents, and exhibits filed with or incorporated by reference into such registration statement, which registers the sale of the Shares to the Purchasers. Â â€œRequired Approvalsâ€ shall have the meaning ascribed to such term in Section 3.1(e). Â â€œRule 144â€ means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule. Â â€œRule 424â€ means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule. Â â€œSEC Reportsâ€ shall have the meaning ascribed to such term in Section 3.1(h). Â â€œSecuritiesâ€ means the Shares. Â â€œSecurities Actâ€ means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder. Â â€œShareholder Approvalâ€ means such approval as may be required by the applicable rules and regulations of the Nasdaq Stock Market (or any successor entity) from the shareholders of the Company. Â Â Â Â â€œSharesâ€ means the shares of Common Stock issued or issuable to the Purchaser pursuant to this Agreement. Â â€œShort Salesâ€ means all â€œshort salesâ€ as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include locating and/or borrowing shares of Common Stock). Â â€œSubscription Amountâ€ means, as to the Purchaser, the aggregate amount to be paid for Shares purchased hereunder as specified below the Purchaserâ€™s name on the signature page of this Agreement and next to the heading â€œSubscription Amount,â€ in United States dollars and in immediately available funds. Â â€œSubsidiaryâ€ means any subsidiary of the Company as set forth in the SEC Reports and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof. Â â€œTrading Dayâ€ means a day on which the principal Trading Market is open for trading. Â â€œTrading Marketâ€ means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the OTCQB, OTCQX, Pink Open Market (or any successors to any of the foregoing). Â â€œTransaction Documentsâ€ means this Agreement, and all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder. Â â€œTransfer Agentâ€ means ClearTrust, LLC, the current transfer agent of the Company, with a mailing address of 16540 Pointe Village Dr., Suite 210, Lutz, FL 335588 and an email address of inbox@cleartrusttransfer.com, and any successor transfer agent of the Company. Â ARTICLE II. PURCHASE AND SALE Â 2.1 Closing. On the Closing Date, upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, the Company agrees to sell, and the Purchaser agrees to purchase an aggregate of 2,277,386 shares for a purchase price of $1,000,000 ($0.4391 per share, which is the closing price of the common stock on January 14, 2025, with a 20% discount). The payment of $1,000,000 shall be made within two (2) Business Days of the Closing Date. The Purchaser shall deliver to the Company, via wire transfer or check, immediately available funds across the two payments as described above, in the amounts specified above for each payment, equal to the Purchaserâ€™s Subscription Amount as set forth on the signature page hereto executed by the Purchaser, and the Company shall deliver to the Purchaser its Shares as determined pursuant to Section 2.2(a), and the Company and the Purchaser shall deliver the other items set forth in Section 2.2 deliverable at the Closing. Upon satisfaction of the covenants and conditions set forth in Sections 2.2 and 2.3, the Closing shall occur at the offices of counsel to the Company or such other location (or remotely by electronic means) as the parties shall mutually agree. Unless otherwise directed by the Purchaser, settlement of the Shares shall occur via â€œDelivery Versus Paymentâ€ (â€œDVPâ€) (i.e., on the Closing Date, the Company shall issue the Shares registered in the Purchaserâ€™s name and address and released by the Transfer Agent directly to the account(s) identified by the Purchaser; upon receipt of such Shares, the Company shall promptly electronically deliver such Shares to the Purchaser, and payment therefor shall be made by the Purchaser by wire transfer or check to the Company). Notwithstanding anything herein to the contrary, if at any time on or after the time of execution of this Agreement by the Company and an applicable Purchaser, though, and including the time immediately prior to the Closing (the â€œPre-Settlement Periodâ€), such Purchaser sells to any Person all, or any portion, of the Shares to be issued hereunder to such Purchaser at the Closing (collectively, the â€œPre-Settlement Sharesâ€), such Purchaser shall, automatically hereunder (without any additional required actions by such Purchaser or the Company), be deemed to be unconditionally bound to purchase, such Pre-Settlement Shares at the Closing; provided, that the Company shall not be required to deliver any Pre-Settlement Shares to such Purchaser prior to the Companyâ€™s receipt of the purchase price of such Pre-Settlement Shares hereunder; and provided further that the Company hereby acknowledges and agrees that the forgoing shall not constitute a representation or covenant by such Purchaser as to whether or not during the Pre-Settlement Period such Purchaser shall sell any shares of Common Stock to any Person and that any such decision to sell any shares of Common Stock by such Purchaser shall solely be made at the time such Purchaser elects to effect any such sale, if any. Notwithstanding anything to the contrary herein and the Purchaserâ€™s Subscription Amount set forth on the signature pages attached hereto, the number of Shares purchased by the Purchaser (and its Affiliates) hereunder shall not, when aggregated with all other shares of Common Stock owned by such Purchaser (and its Affiliates) at such time, result in such Purchaser beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act) in excess of 4.99% of the then issued and outstanding Common Stock outstanding at the Closing (the â€œBeneficial Ownership Maximumâ€), and such Purchaserâ€™s Subscription Amount, to the extent it would otherwise exceed the Beneficial Ownership Maximum immediately prior to the Closing, shall be conditioned upon the issuance of Shares at the Closing to the other Purchasers signatory hereto. To the extent that the Purchaserâ€™s beneficial ownership of the Shares would otherwise be deemed to exceed the Beneficial Ownership Maximum, such Purchaserâ€™s Subscription Amount shall automatically be reduced as necessary in order to comply with this paragraph. Â Â Â Â The Securities being offered under this Agreement are registered under the Registration Statement which was declared effective on November 09, 2022, and will be issued free of any restrictions. Â 2.2 Deliveries. Â (a) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to the Purchaser the following: Â (i) on the date hereof, (a) this Agreement duly executed by the Company and (b) a certificate executed by the Chief Financial Officer of the Company in customary form reasonably satisfactory to the Purchaser and its counsel; Â (ii) the Company shall have provided the Purchaser with the Companyâ€™s wire instructions or other payment instructions, on Company letterhead and executed by the Chief Executive Officer or Chief Financial Officer; Â (iii) a duly executed and delivered Officersâ€™ Certificate, in customary form reasonably satisfactory to the Purchaser and its counsel; Â (iv) written irrevocable issuance instructions for the Shares purchased; and Â (vii) the Prospectus and Prospectus Supplement (which may be delivered in accordance with Rule 172 under the Securities Act). Â (b) On or prior to the Closing Date, the Purchaser shall deliver or cause to be delivered to the Company the following: Â (i) this Agreement duly executed by the Purchaser; and Â (ii) the Purchaserâ€™s Subscription Amount in accordance with Section 2.1 of this Agreement by wire transfer or check to the account specified in writing by the Company. Â Â Â 2.3 Closing Conditions. Â (a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met: Â (i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Purchaser contained herein (unless as of a specific date therein in which case they shall be accurate as of such date); Â (ii) all obligations, covenants and agreements of the Purchaser required to be performed at or prior to the Closing Date shall have been performed; and Â (iii) the delivery by the Purchaser of the items set forth in Section 2.2(b) of this Agreement. Â (b) The respective obligations of the Purchaser hereunder in connection with the Closing are subject to the following conditions being met: Â (i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Company contained herein (unless as of a specific date therein in which case they shall be accurate as of such date); Â (ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed; Â (iii) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement; Â (iv) there shall have been no Material Adverse Effect with respect to the Company since the date hereof; and Â (v) from the date hereof to the Closing Date, trading in the Common Stock shall not have been suspended by the Commission or the Companyâ€™s principal Trading Market, and, at any time prior to the Closing Date, trading in securities generally as reported by Bloomberg L.P. shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by such service, or on any Trading Market, nor shall a banking moratorium have been declared either by the United States or New York State authorities nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, in the reasonable judgment of the Purchaser, makes it impracticable or inadvisable to purchase the Securities at the Closing. Â ARTICLE III. REPRESENTATIONS AND WARRANTIES Â 3.1 Representations and Warranties of the Company. The Company hereby makes the following representations and warranties to the Purchaser: Â (a) Subsidiaries. All of the direct and indirect subsidiaries of the Company are set forth on Exhibit 21.1 to the Companyâ€™s annual report on Form 10-K for the year ended December 31, 2023 (the 10-K). Except as set forth in Schedule 3.1 of the Disclosure Schedules, the Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities. Â Â Â Â (b) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Companyâ€™s ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a â€œMaterial Adverse Effectâ€; provided, however, that â€œMaterial Adverse Effectâ€ shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions, (ii) conditions generally affecting the industry in which the Company or any Subsidiary operates, (iii) any changes in financial or securities markets in general, (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof, (v) any pandemic, epidemics or human health crises (including COVID-19), (vi) any changes in applicable laws or accounting rules (including GAAP), (vii) the announcement, pendency or completion of the transactions contemplated by the Transaction Documents, or (viii) any action required or permitted by the Transaction Documents or any action taken (or omitted to be taken) with the written consent of or at the written request of the Purchaser) and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification. Â (c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Companyâ€™s stockholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditorsâ€™ rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law. Â (d) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Companyâ€™s or any Subsidiaryâ€™s certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, anti-dilution or similar adjustments, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect. Â (e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) the filings required pursuant to Section 4.4 of this Agreement, (ii) the filing with the Commission of the Prospectus Supplement, (iii) the notice and/or application(s) to each applicable Trading Market for the issuance and sale of the Securities and the listing of the Shares for trading thereon in the time and manner required thereby, (iv) the filing of Form D with the Commission, if required, and (v) the Shareholder Approval and such other filings as are required to be made under applicable state securities laws (the â€œRequired Approvalsâ€). Â Â Â Â (f) Issuance of the Securities. The Securities are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable (which means that no further sums are required to be paid by the holders thereof in connection with the issue thereof), free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents and applicable law. Subject to the receipt of Stockholder Approval, the Company has reserved from its duly authorized capital stock the maximum number of shares of Common Stock issuable pursuant to this Agreement. The Company has prepared and filed the Registration Statement in conformity with the requirements of the Securities Act, which became effective on November 09, 2022, including the Prospectus, and such amendments and supplements thereto as may have been required to the date of this Agreement. The Registration Statement is effective under the Securities Act and no stop order preventing or suspending the effectiveness of the Registration Statement or suspending or preventing the use of the Prospectus has been issued by the Commission and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are threatened by the Commission. The Company, if required by the rules and regulations of the Commission, shall file the Prospectus Supplement with the Commission pursuant to Rule 424(b). At the time the Registration Statement and any amendments thereto became effective, at the date of this Agreement and at the Closing Date, the Registration Statement and any amendments thereto conformed and will conform in all material respects to the requirements of the Securities Act and did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and the Prospectus and any amendments or supplements thereto, at the time the Prospectus or any amendment or supplement thereto was issued and at the Closing Date, conformed and will conform in all material respects to the requirements of the Securities Act and did not and will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company was at the time of the filing of the Registration Statement eligible to use Form S-3. The Company is eligible to use Form S-3 under the Securities Act and it meets the transaction requirements with respect to the aggregate market value of securities being sold pursuant to this offering and during the twelve (12) months prior to this offering, as set forth in General Instruction I.B.6 of Form S-3. Â (g) Capitalization. The capitalization of the Company as of the date hereof is as set forth in the 10- K. Schedule 3.1(g)(1) of the Disclosure Schedules shall also include the number of shares of Common Stock owned beneficially, and of record, by Affiliates of the Company as of the date hereof. Other than as stated in Schedule 3.1(g)(1) of the Disclosure Schedules, the Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than pursuant to the exercise of employee stock options under the Companyâ€™s stock option plans, the issuance of shares of Common Stock to employees pursuant to the Companyâ€™s employee stock purchase plans No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as set forth in Schedule 3.1(g) of the Disclosure Schedules, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock or the capital stock of any Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents or capital stock of any Subsidiary. The issuance and sale of the Securities will not obligate the Company or any Subsidiary to issue shares of Common Stock or other securities to any Person (other than the Purchaser). Except as set forth in Schedule 3.1(g)(2) of the Disclosure Schedules, there are no outstanding securities or instruments of the Company or any Subsidiary with any provision that adjusts the exercise, conversion, exchange or reset price of such security or instrument upon an issuance of securities by the Company or any Subsidiary. Except as set forth in Schedule 3.1(g)(2) of the Disclosure Schedules, there are no outstanding securities or instruments of the Company or any Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to redeem a security of the Company or such Subsidiary. The Company does not have any stock appreciation rights or â€œphantom stockâ€ plans or agreements or any similar plan or agreement. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Securities. There are no stockholdersâ€™ agreements, voting agreements or other similar agreements with respect to the Companyâ€™s capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Companyâ€™s stockholders. Â Â Â Â (h) SEC Reports; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, together with the Prospectus and the Prospectus Supplement, being collectively referred to herein as the â€œSEC Reportsâ€) on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company is not currently an issuer subject to Rule 144(i) under the Securities Act. The Company has filed Form 10 information at least one year prior to the date hereof. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved (â€œGAAPâ€), except as may be otherwise specified in such financial statements or the notes thereto, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments. Â (i) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the latest audited financial statements included within the SEC Reports, except as set forth on Schedule 3.1(i) of the Disclosure Schedules, (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Companyâ€™s financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Securities contemplated by this Agreement, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective businesses, prospects, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least one (1) Trading Day prior to the date that this representation is made. Â Â Â Â (j) Litigation. Except as set forth in the 10-K and Schedule 3(j), there is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an â€œActionâ€). None of the Actions set forth in the 10-K, (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or (ii) would, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company except in the ordinary course of business that would not have a Material Adverse Effect. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act. Â (k) Labor Relations. No labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which could reasonably be expected to result in a Material Adverse Effect. None of the Companyâ€™s or its Subsidiariesâ€™ employees is a member of a union that relates to such employeeâ€™s relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. To the knowledge of the Company, no executive officer of the Company or any Subsidiary is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Â (l) Compliance. Neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree, or order of any court, arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect. Â (m) Environmental Laws. The Company and its Subsidiaries (i) are in compliance with all federal, state, local and foreign laws relating to pollution or protection of human health or the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), including laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, â€œHazardous Materialsâ€) into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands, or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations, issued, entered, promulgated or approved thereunder (â€œEnvironmental Lawsâ€); (ii) have received all permits licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; and (iii) are in compliance with all terms and conditions of any such permit, license or approval where in each clause (i), (ii) and (iii), the failure to so comply could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. Â Â Â Â (n) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Reports, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect (â€œMaterial Permitsâ€), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit. Â (o) Title to Assets. The Company and the Subsidiaries have good and marketable title in fee simple to, or have valid and marketable rights to lease or otherwise use, all real property and all personal property that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for (i) Liens that do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries and (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made in accordance with GAAP, and the payment of which is neither delinquent nor subject to penalties. Neither the Company nor any of its Subsidiaries has received any written notice of any claim of any sort that has been asserted by anyone adverse to the rights of the Company or its Subsidiaries under any of the leases or subleases or licenses or with respect to the properties mentioned above, or affecting or questioning the rights of the Company or any Subsidiary to the continued possession or use of the leased or subleased or licensed premises or the properties mentioned above, other than such claims which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Â (p) Intellectual Property. The Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or required for use in connection with their respective businesses as described in the SEC Reports and which the failure to so have could have a Material Adverse Effect (collectively, the â€œIntellectual Property Rightsâ€). None of, and neither the Company nor any Subsidiary has received written notice that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the SEC Reports, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as could not have or reasonably be expected to not have a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Â (q) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage in amount deemed prudent by the Company. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost. Â (r) Transactions with Affiliates and Employees. Except as set forth in the 10-K, during the past three fiscal years and the subsequent interim period through the date of this Agreement, none of the officers or directors of the Company or any Subsidiary and, to the knowledge of the Company, none of the employees of the Company or any Subsidiary is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, providing for the borrowing of money from or lending of money to or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee, stockholder, member or partner, in each case in excess of $120,000 other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company. Â Â Â Â (s) Sarbanes-Oxley; Internal Accounting Controls. The Company and the Subsidiaries are in material compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof and as of the Closing Date. Except as disclosed in the Form 10-K, the Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with managementâ€™s general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with managementâ€™s general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company and the Subsidiaries have established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and the Subsidiaries and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commissionâ€™s rules and forms. The Companyâ€™s certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company and the Subsidiaries as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the â€œEvaluation Dateâ€). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) of the Company and its Subsidiaries that have materially affected, or is reasonably likely to materially affect, the internal control over financial reporting of the Company and its Subsidiaries. Â (t) Certain Fees. No brokerage or finderâ€™s fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by the Transaction Documents. Â (u) Private Placement. Assuming the accuracy of the Purchaserâ€™s representations and warranties set forth in Section 3.2, no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Purchaser as contemplated hereby. The issuance and sale of the Securities hereunder does not contravene the rules and regulations of the Trading Market. Â (v) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Securities, will not be or be an Affiliate of, an â€œinvestment companyâ€ within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an â€œinvestment companyâ€ subject to registration under the Investment Company Act of 1940, as amended. Â (w) Registration Rights. Except as disclosed on Schedule 3.1(w) of the Disclosure Schedules and other than to the Purchaser pursuant to this Agreement, no Person has any right to cause the Company or any Subsidiary to effect the registration under the Securities Act of any securities of the Company or any Subsidiary. Â (x) Listing and Maintenance Requirements. Except as disclosed on Schedule 3.1(x) of the Disclosure Schedules, the Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements. The Common Stock is currently eligible for electronic transfer through the Depository Trust Company or another established clearing corporation and the Company is current in payment of the fees to the Depository Trust Company (or such other established clearing corporation) in connection with such electronic transfer. Â Â Â Â (y) Application of Takeover Protections. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Companyâ€™s certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Purchaser as a result of the Purchaser and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation as a result of the Companyâ€™s issuance of the Securities and the Purchaserâ€™s ownership of the Securities. Â (z) Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided the Purchaser or its agents or counsel with any information that it believes constitutes or might constitute material, non-public information which is not otherwise disclosed in the Prospectus Supplement. The Company understands and confirms that the Purchaser will rely on the foregoing representation in effecting transactions in securities of the Company. All of the disclosure furnished by or on behalf of the Company to the Purchaser regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made and when made, not misleading. The Company acknowledges and agrees that the Purchaser does not make and has not made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2 hereof. Â (aa) No Integrated Offering. Assuming the accuracy of the Purchaserâ€™s representations and warranties set forth in Section 3.2, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of (i) the Securities Act which would require the registration of any such securities under the Securities Act, or (ii) any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated. Â (bb) Solvency. Based on the consolidated financial condition of the Company as of the Closing Date, after giving effect to the receipt by the Company of the proceeds from the sale of the Securities hereunder, (i) the fair saleable value of the Companyâ€™s assets exceeds the amount that will be required to be paid on or in respect of the Companyâ€™s existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Companyâ€™s assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, consolidated and projected capital requirements and capital availability thereof, and (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the Closing Date. The 10-K sets forth as of the date hereof all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments. For the purposes of this Agreement, â€œIndebtednessâ€ means (x) any liabilities for borrowed money or amounts owed in excess of $50,000 (other than trade accounts payable incurred in the ordinary course of business), (y) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Companyâ€™s consolidated balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (z) the present value of any lease payments in excess of $50,000 due under leases required to be capitalized in accordance with GAAP. Neither The Company nor any Subsidiary is in default with respect to any Indebtedness. Â Â Â Â (cc) Tax Status. Except as disclosed in Schedule 3.1(cc) of the Disclosure Schedules, the Company and its Subsidiaries each (i) has made or filed all material United States federal, state and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all material taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim. Â (dd) No General Solicitation. Neither the Company nor any Person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchaser. Â (ee) Foreign Corrupt Practices Act. Neither the Company nor any Subsidiary, nor to the knowledge of the Company or any Subsidiary, any agent or other Person acting on behalf of the Company or any Subsidiary, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any Person acting on its behalf of which the Company is aware) which is in violation of law or (iv) violated in any material respect any provision of the FCPA. Â (ff) Accountants. The Companyâ€™s accounting firm is M&K CPAs, PLLC. To the knowledge and belief of the Company, such accounting firm (i) is a registered public accounting firm as required by the Exchange Act and (ii) shall express its opinion with respect to the financial statements to be included in the Companyâ€™s Annual Report for the now current fiscal year. Â (gg) No Disagreements with Accountants and Lawyers. There are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants and lawyers formerly or presently employed by the Company and the Company is current with respect to any fees owed to its accountants and lawyers which could affect the Companyâ€™s ability to perform any of its obligations under any of the Transaction Documents. Â (hh) Acknowledgment Regarding Purchaserâ€™s Purchase of Securities. The Company acknowledges and agrees that the Purchaser is acting solely in the capacity of an armâ€™s length purchaser with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that the Purchaser is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by the Purchaser or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to the Purchaserâ€™s purchase of the Securities. The Company further represents to the Purchaser that the Companyâ€™s decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives. Â Â Â Â (ii) Acknowledgment Regarding Purchaserâ€™s Trading Activity. Anything in this Agreement or elsewhere herein to the contrary notwithstanding (except for Sections 3.2(g) and 4.15 hereof), it is understood and acknowledged by the Company that: (i) the Purchaser has not been asked by the Company to agree, nor has the Purchaser agreed, to desist from purchasing or selling, long and/or short, securities of the Company, or â€œderivativeâ€ securities based on securities issued by the Company or to hold the Securities for any specified term, (ii) past or future open market or other transactions by the Purchaser, specifically including, without limitation, Short Sales or â€œderivativeâ€ transactions, before or after the closing of this or future private placement transactions, may negatively impact the market price of the Companyâ€™s publicly-traded securities, (iii) the Purchaser, and counter-parties in â€œderivativeâ€ transactions to which the Purchaser is a party, directly or indirectly, presently may have a â€œshortâ€ position in the Common Stock and (iv) the Purchaser shall not be deemed to have any affiliation with or control over any armâ€™s length counter-party in any â€œderivativeâ€ transaction. The Company further understands and acknowledges that (y) the Purchaser may engage in hedging activities at various times during the period that the Securities are outstanding, and (z) such hedging activities (if any) could reduce the value of the existing stockholdersâ€™ equity interests in the Company at and after the time that the hedging activities are being conducted. The Company acknowledges that such aforementioned hedging activities do not constitute a breach of any of the Transaction Documents. Â (jj) Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Securities, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company. Â (kk) Officersâ€™ Certificate. Any certificate signed by any duly authorized officer of the Company and delivered to the Purchaser shall be deemed a representation and warranty by the Company to the Purchaser as to the matters covered thereby. Â (mm) Stock Option Plans. Each stock option granted by the Company under the Companyâ€™s stock option plan, if any, was granted (i) in accordance with the terms of the Companyâ€™s stock option plan and (ii) with an exercise price at least equal to the fair market value of the Common Stock on the date such stock option would be considered granted under GAAP and applicable law. No stock option granted under the Companyâ€™s stock option plan has been backdated. The Company has not knowingly granted, and there is no and has been no Company policy or practice to knowingly grant, stock options prior to, or otherwise knowingly coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects. Â (nn) Office of Foreign Assets Control. Neither the Company nor any Subsidiary nor, to the Companyâ€™s knowledge, any director, officer, agent, employee or affiliate of the Company or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (â€œOFACâ€). Â (oo) U.S. Real Property Holding Corporation. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Code, and the Company shall so certify upon Purchaserâ€™s request. Â (pp) Bank Holding Company Act. Neither the Company nor any of its Subsidiaries or Affiliates is subject to the Bank Holding Company Act of 1956, as amended (the â€œBHCAâ€) and to regulation by the Board of Governors of the Federal Reserve System (the â€œFederal Reserveâ€). Neither the Company nor any of its Subsidiaries or Affiliates owns or controls, directly or indirectly, five percent (5%) or more of the outstanding shares of any class of voting securities or twenty-five percent or more of the total equity of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve. Neither the Company nor any of its Subsidiaries or Affiliates exercises a controlling influence over the management or policies of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve. Â Â Â Â (qq) Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the â€œMoney Laundering Lawsâ€), and no Action or Proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened. Â (rr) No Disqualification Events. With respect to the Securities to be offered and sold hereunder in reliance on Rule 506 under the Securities Act, none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Companyâ€™s outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an â€œIssuer Covered Personâ€ and, together, â€œIssuer Covered Personsâ€) is subject to any of the â€œBad Actorâ€ disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a â€œDisqualification Eventâ€), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Purchaser a copy of any disclosures provided thereunder. Â (ss) Other Covered Persons. The Company is not aware of any Person (other than any Issuer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Securities. Â (tt) Notice of Disqualification Events. The Company will notify the Purchaser in writing, prior to the Closing Date of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person. Â (uu) FDA. As to each product subject to the jurisdiction of the U.S. Food and Drug Administration (â€œFDAâ€) under the Federal Food, Drug and Cosmetic Act, as amended, and the regulations thereunder (â€œFDCAâ€) that is manufactured, packaged, labeled, tested, distributed, sold, and/or marketed by the Company or any of its Subsidiaries (each such product, a â€œPharmaceutical Productâ€), such Pharmaceutical Product is being manufactured, packaged, labeled, tested, distributed, sold and/or marketed by the Company in compliance with all applicable requirements under FDCA and similar laws, rules and regulations relating to registration, investigational use, premarket clearance, licensure, or application approval, good manufacturing practices, good laboratory practices, good clinical practices, product listing, quotas, labeling, advertising, record keeping and filing of reports, except where the failure to be in compliance would not have a Material Adverse Effect. There is no pending, completed or, to the Companyâ€™s knowledge, threatened, action (including any lawsuit, arbitration, or legal or administrative or regulatory proceeding, charge, complaint, or investigation) against the Company or any of its Subsidiaries, and none of the Company or any of its Subsidiaries has received any notice, warning letter or other communication from the FDA or any other governmental entity, which (i) contests the premarket clearance, licensure, registration, or approval of, the uses of, the distribution of, the manufacturing or packaging of, the testing of, the sale of, or the labeling and promotion of any Pharmaceutical Product, (ii) withdraws its approval of, requests the recall, suspension, or seizure of, or withdraws or orders the withdrawal of advertising or sales promotional materials relating to, any Pharmaceutical Product, (iii) imposes a clinical hold on any clinical investigation by the Company or any of its Subsidiaries, (iv) enjoins production at any facility of the Company or any of its Subsidiaries, (v) enters or proposes to enter into a consent decree of permanent injunction with the Company or any of its Subsidiaries, or (vi) otherwise alleges any violation of any laws, rules or regulations by the Company or any of its Subsidiaries, and which, either individually or in the aggregate, would have a Material Adverse Effect. The properties, business and operations of the Company have been and are being conducted in all material respects in accordance with all applicable laws, rules and regulations of the FDA. The Company has not been informed by the FDA that the FDA will prohibit the marketing, sale, license or use in the United States of any product proposed to be developed, produced or marketed by the Company nor has the FDA expressed any concern as to approving or clearing for marketing any product being developed or proposed to be developed by the Company. Â Â Â Â (vv) Cybersecurity. (i) (x) There has been no security breach or other compromise of or relating to any of the Companyâ€™s or any Subsidiaryâ€™s information technology and computer systems, networks, hardware, software, data (including the data of its respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of it), equipment or technology (collectively, â€œIT Systems and Dataâ€) and (y) the Company and the Subsidiaries have not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its IT Systems and Data; (ii) the Company and the Subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except, in the case of clauses (i) and (ii) herein, as would not, individually or in the aggregate, have a Material Adverse Effect; (iii) the Company and the Subsidiaries have implemented and maintained commercially reasonable safeguards to maintain and protect its material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and Data; and (iv) the Company and the Subsidiaries have implemented backup and disaster recovery technology consistent with industry standards and practices. Â 3.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows (unless as of a specific date therein, in which case they shall be accurate as of such date): Â (a) Organization; Authority. The Purchaser is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the law of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by the Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of the Purchaser. Each Transaction Document to which it is a party has been duly executed by the Purchaser, and when delivered by the Purchaser in accordance with the terms hereof, will constitute the legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditorsâ€™ rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law. Â (b) Own Account. Such Purchaser is acquiring the Securities as principal for its own account and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities (this representation and warranty not limiting such Purchaserâ€™s right to sell the Securities pursuant to the Registration Statement or otherwise in compliance with applicable federal and state securities laws). Such Purchaser is acquiring the Securities hereunder in the ordinary course of its business. Such Purchaser is acquiring the Securities as principal for his, her or its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting such Purchaserâ€™s right to sell the Securities pursuant to a registration statement or otherwise in compliance with applicable federal and state securities laws). Â (c) Purchaser Status. At the time the Purchaser was offered the Securities, it was, and as of the date hereof it is, either: (i) an â€œaccredited investorâ€ as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9), (a)(12), or (a)(13) under the Securities Act or (ii) a â€œqualified institutional buyerâ€ as defined in Rule 144A(a)(1) under the Securities Act. The Purchaser hereby represents that neither the Purchaser nor any of its Rule 506(d) Related Parties (as defined below) is a â€œbad actorâ€ within the meaning of Rule 506(d) promulgated under the Securities Act. For purposes of this Agreement, â€œRule 506(d) Related Partyâ€ shall mean a Person covered by the â€œBad Actor disqualificationâ€ provision of Rule 506(d) of the Securities Act. Â Â Â Â (d) Experience of the Purchaser. The Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. The Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment. Â (e) General Solicitation. The Purchaser is not, to the Purchaserâ€™s knowledge, purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or, to the knowledge of the Purchaser, any other general solicitation or general advertisement. Â (f) Access to Information. The Purchaser acknowledges that it has had the opportunity to review the Transaction Documents (including all exhibits and schedules thereto) and the SEC Reports and has been afforded (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities and the merits and risks of investing in the Securities; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment. Â (g) Certain Transactions and Confidentiality. Other than consummating the transactions contemplated hereunder, the Purchaser has not, nor has any Person acting on behalf of or pursuant to any understanding with the Purchaser, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that the Purchaser first received a term sheet (written or oral) from the Company or any other Person representing the Company setting forth the material terms of the transactions contemplated hereunder and ending immediately prior to the execution hereof. Notwithstanding the foregoing, in the case of the Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of the Purchaserâ€™s assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of the Purchaserâ€™s assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement. Other than to other Persons party to this Agreement or to the Purchaserâ€™s representatives, including, without limitation, its officers, directors, partners, managers, members, stockholders, legal and other advisors, employees, agents and Affiliates, the Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to locating or borrowing shares in order to effect Short Sales or similar transactions in the future. Â The Company acknowledges and agrees that the representations contained in this Section 3.2 shall not modify, amend or affect the Purchaserâ€™s right to rely on the Companyâ€™s representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby. Notwithstanding the foregoing, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to locating or borrowing shares in order to effect Short Sales or similar transactions in the future. Â Â Â Â ARTICLE IV. OTHER AGREEMENTS OF THE PARTIES Â 4.1 Transfer Restrictions. Â (a) The Shares shall be issued free of legends. (b) The Purchaser agrees with the Company that the Purchaser will sell any Securities pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Securities are sold pursuant to a Registration Statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing Securities as set forth in this Section 4.1 is predicated upon the Companyâ€™s reliance upon this understanding. Â 4.2 Furnishing of Information; Public Information. Â (a) Until the Purchaser no longer owns any Securities, the Company covenants to maintain the effectiveness of the registration of the Common Stock under Section 12(b) or 12(g) of the Exchange Act and to use reasonable best efforts to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act even if the Company is not then subject to the reporting requirements of the Exchange Act. Â (b) At any time during the period commencing from the six (6) month anniversary of the date hereof and ending at such time that all of the Securities may be sold without the requirement for the Company to be in compliance with Rule 144(c)(1) and otherwise without restriction or limitation pursuant to Rule 144, if the Company (i) shall fail for any reason to satisfy the current public information requirement under Rule 144(c) or (ii) has ever been an issuer described in Rule 144(i)(1)(i) or becomes such an issuer in the future, and the Company shall fail to satisfy any condition set forth in Rule 144(i)(2) (a â€œPublic Information Failureâ€) then, in addition to the Purchaserâ€™s other available remedies, the Company shall pay to the Purchaser, in cash, as partial liquidated damages and not as a penalty, by reason of any such delay in or reduction of its ability to sell the Securities, an amount in cash equal to one percent (1.0%) of the aggregate Subscription Amount of the Purchaserâ€™s Securities on the day of a Public Information Failure and on every thirtieth (30th) day (prorated for periods totaling less than thirty days) thereafter until the earlier of (a) the date such Public Information Failure is cured and (b) such time that such public information is no longer required for the Purchaser to transfer the Shares pursuant to Rule 144. The payments to which the Purchaser shall be entitled pursuant to this Section 4.2(b) are referred to herein as â€œPublic Information Failure Payments.â€ Public Information Failure Payments shall be paid on the earlier of (i) the last day of the calendar month during which such Public Information Failure Payments are incurred and (ii) the third (3rd) Business Day after the event or failure giving rise to the Public Information Failure Payments is cured. In the event the Company fails to make Public Information Failure Payments in a timely manner, such Public Information Failure Payments shall bear interest at the rate of 0.5% per month (prorated for partial months) until paid in full. Nothing herein shall limit the Purchaserâ€™s right to pursue actual damages for the Public Information Failure, and the Purchaser shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. Â 4.3 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities or that would be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any Trading Market such that it would require Shareholder Approval prior to the closing of such other transaction unless Shareholder Approval is obtained before the closing of such subsequent transaction. Â Â Â Â 4.4 Securities Laws Disclosure; Publicity. The Company shall (a) by the Disclosure Time, issue a press release disclosing the material terms of the transactions contemplated hereby, and (b) file, within the time required by the Exchange Act, a Current Report on Form 8-K, including the Transaction Documents as exhibits thereto, with the Commission. From and after the issuance of such press release, the Company represents to the Purchaser that it shall have publicly disclosed all material, non-public information delivered to the Purchaser by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. In addition, effective upon the issuance of such press release, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries, or any of their respective officers, directors, agents, and the Purchaser or any of their Affiliates on the other hand, shall terminate and be of no further force or effect. The Company understands and confirms that the Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. The Company and the Purchaser shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor the Purchaser shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of the Purchaser, or without the prior consent of the Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of the Purchaser, or include the name of the Purchaser in any filing with the Commission or any regulatory agency or Trading Market, without the prior written consent of the Purchaser, except (a) to the extent required by federal securities law in connection with (i) any registration statement contemplated by this Agreement and (ii) the filing of final Transaction Documents with the Commission and (b) to the extent such disclosure is required by law or Trading Market regulations, in which such cases the Company shall (x) obtain prior advice of competent counsel that such disclosure is required, (y) provide the Purchaser with prior notice of such disclosure permitted under this Section 4.4 and (z) reasonably cooperate with the Purchaser regarding such disclosure. Â 4.5 Shareholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that the Purchaser is an â€œAcquiring Personâ€ under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that the Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Securities under the Transaction Documents or under any other agreement between the Company and the Purchaser. Â 4.6 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, which shall be disclosed pursuant to Section 4.4, the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide the Purchaser or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto the Purchaser shall have consented in writing to the receipt of such information and agreed in writing with the Company to keep such information confidential. The Company understands and confirms that the Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. To the extent that the Company, any of its Subsidiaries, or any of their respective officers, directors, agents, employees or Affiliates delivers any material, non-public information to the Purchaser without the Purchaserâ€™s consent, the Company hereby covenants and agrees that the Purchaser shall not have any duty of confidentiality to the Company, any of its Subsidiaries, or any of their respective officers, directors, agents, employees or Affiliates, or a duty to the Company, any of its Subsidiaries or any of their respective officers, directors, agents, employees or Affiliates not to trade on the basis of, such material, non-public information, provided that the Purchaser shall remain subject to applicable law. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously with the delivery of such notice file such notice with the Commission pursuant to a Current Report on Form 8-K. The Company understands and confirms that the Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. Â 4.7 Use of Proceeds. Except as set forth in the Prospectus Supplement, the Company shall use the net proceeds from the sale of the Securities hereunder for general corporate purposes (which for the avoidance of doubt may include acquisitions, in the Companyâ€™s discretion), including working capital. Â Â Â Â 4.8 Indemnification of Purchaser. Subject to the provisions of this Section 4.8, the Company will indemnify and hold the Purchaser and its directors, officers, shareholders, members, partners, managers, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls the Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners, managers, or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling Persons (each, a â€œPurchaser Partyâ€) harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneysâ€™ fees and costs of investigation that the Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents, (b) any action instituted against the Purchaser Party in any capacity, or any of them or their respective Affiliates, by any stockholder of the Company who is not an Affiliate of the Purchaser Party, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is solely based upon a material breach of the Purchaser Partyâ€™s representations, warranties or covenants under the Transaction Documents or any agreements or understandings the Purchaser Party may have with any such stockholder or any violations by the Purchaser Party of state or federal securities laws or any conduct by the Purchaser Party which is finally judicially determined to constitute fraud, gross negligence or willful misconduct) or (c) in connection with any registration statement of the Company providing for the resale by the Purchaser of the Shares, the Company will indemnify the Purchaser Party, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneysâ€™ fees) and expenses, as incurred, arising out of or relating to (i) any untrue or alleged untrue statement of a material fact contained in such registration statement, any prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that such untrue statements or omissions are based solely upon information regarding the Purchaser Party furnished in writing to the Company by the Purchaser Party expressly for use therein, or (ii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder in connection therewith). If any action shall be brought against the Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, the Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. The Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of counsel, a material conflict on any material issue between the position of the Company and the position of the Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company will not be liable to the Purchaser Party under this Agreement (y) for any settlement by the Purchaser Party effected without the Companyâ€™s prior written consent, which shall not be unreasonably withheld or delayed; or (z) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to the Purchaser Partyâ€™s breach of any of the representations, warranties, covenants or agreements made by the Purchaser Party in this Agreement or in the other Transaction Documents. The indemnification required by this Section 4.8 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or are incurred. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of the Purchaser Party against the Company or others and any liabilities the Company may be subject to pursuant to law. Â 4.9 Listing of Common Stock. Â (a) The Company hereby agrees to use its best efforts to maintain the listing or quotation of the Common Stock on the Trading Market on which it is currently listed, and concurrently with the Closing, the Company shall apply to list or quote all of the Shares on such Trading Market and promptly secure the listing of all of the Shares on such Trading Market. The Company further agrees, if the Company applies to have the Common Stock traded on any other Trading Market, it will then include in such application all of the Shares, and will take such other action as is necessary to cause all of the Shares to be listed or quoted on such other Trading Market as promptly as possible. The Company will then take all action reasonably necessary to continue the listing and trading of its Common Stock on a Trading Market and will comply in all respects with the Companyâ€™s reporting, filing and other obligations under the bylaws or rules of the Trading Market. The Company agrees to maintain the eligibility of the Common Stock for electronic transfer through the Depository Trust Company or another established clearing corporation, including, without limitation, by timely payment of fees to the Depository Trust Company or such other established clearing corporation in connection with such electronic transfer. Â 4.10 Reserved. Â Â Â Â 4.11 Reserved. Â 4.12 Certain Transactions and Confidentiality. The Purchaser covenants that neither it, nor any Affiliate acting on its behalf or pursuant to any understanding with it will execute any purchases or sales, including Short Sales, of any of the Companyâ€™s securities during the period commencing with the execution of this Agreement and ending at such time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4. The Purchaser covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company pursuant to the initial press release as described in Section 4.4, the Purchaser will maintain the confidentiality of the existence and terms of this transaction. Notwithstanding the foregoing and notwithstanding anything contained in this Agreement to the contrary, the Company expressly acknowledges and agrees that (i) the Purchaser will not make any representation, warranty or covenant hereby that it will not engage in effecting transactions in any securities of the Company after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4, (ii) the Purchaser shall not be restricted or prohibited from effecting any transactions in any securities of the Company in accordance with applicable securities laws from and after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4 and (iii) the Purchaser shall have no duty of confidentiality or duty not to trade in the securities of the Company to the Company, any of its Subsidiaries, or any of their respective officers, directors, employees, agents or Affiliates after the issuance of the initial press release as described in Section 4.4. Notwithstanding the foregoing, in the case of the Purchaser being a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of the Purchaserâ€™s assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of the Purchaserâ€™s assets, the covenant set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement. Â 4.13 Form D; Blue Sky Filings. The Company agrees to timely file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof, promptly upon request of the Purchaser. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Securities for, sale to the Purchaser at the Closing under applicable securities or â€œBlue Skyâ€ laws of the states of the United States, and shall provide evidence of such actions promptly upon request of the Purchaser. Â 4.14 Capital Changes. Until the date that is one hundred and eighty (180) days after the Release Date, not including any days following six (6) months after the Closing Date on which current public information is unavailable in accordance with Rule 144(c)(1), the Company shall not undertake a reverse or forward stock split or reclassification of the Common Stock without the prior written consent of the Purchaser. Â 4.15 Acknowledgment of Dilution. The Company acknowledges that the issuance of the Securities may result in dilution of the outstanding shares of Common Stock, which dilution may be substantial under certain market conditions. The Company further acknowledges that its obligations under the Transaction Documents, including, without limitation, its obligation to issue the Shares pursuant to the Transaction Documents, are unconditional and absolute and not subject to any right of set off, counterclaim, delay or reduction, regardless of the effect of any such dilution or any claim the Company may have against the Purchaser and regardless of the dilutive effect that such issuance may have on the ownership of the other stockholders of the Company. Â 4.16 Reserved. Â 4.17 Reserved. Â 4.18 QEF Election. If the Purchaser so requests in writing for any taxable year of the Company, the Company, after consulting with its outside accounting firm, shall within 15 Business Days notify the Purchaser in writing that either (A) neither the Company nor any of its Subsidiaries was a â€œpassive foreign investment companyâ€ as defined in Section 1297 of the Code (â€œPFICâ€) for such year, or (B) the Company and/or one or more of its Subsidiaries was a PFIC for such year, in which event the Company shall provide to the Purchaser, upon the reasonable written request of the Purchaser, the information reasonably necessary to allow the Purchaser to elect to treat each of the Company and any applicable Subsidiaries (if any), respectively, as a â€œqualified electing fundâ€ (within the meaning of Section 1295 of the Code for such year, including a â€œPFIC Annual Information Statementâ€ as described in Treasury Regulation Section 1.1295-1(g)(1) (or any successor Treasury Regulation). Â Â Â Â 4.19 Reservation of Common Stock. As of the date hereof, the Company has reserved and the Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of shares of Common Stock for the purpose of enabling the Company to issue Shares pursuant to this Agreement. Â ARTICLE V. MISCELLANEOUS Â 5.1 Termination. This Agreement may be terminated by the Purchaser, as to the Purchaserâ€™s obligations hereunder only by written notice to the other parties, if the Closing has not been consummated on or before the fifth (5th) Trading Day following the date hereof; provided, however, that no such termination will affect the right of any party to sue for any breach by any other party (or parties). Â 5.2 Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchaser. Â 5.3 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, the Prospectus and the Prospectus Supplement, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules. Â 5.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the time of transmission, if such notice or communication is delivered via email at the email address as set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the time of transmission, if such notice or communication is delivered via email at the email address as set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the second (2nd) Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. Â 5.5 Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchaser (or, prior to Closing, the Company and the Purchaser) or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought, provided that if any amendment, modification or waiver adversely impacts the Purchaser, the consent of the Purchaser shall also be required. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right. Any proposed amendment or waiver that disproportionately, materially and adversely affects the rights and obligations of the Purchaser shall require the prior written consent of the Purchaser.. Any amendment effected in accordance with this Section 5.5 shall be binding upon the Purchaser and the Company. Â 5.6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. Â Â Â Â 5.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser (other than by merger). The Purchaser may assign any or all of its rights under this Agreement to any Person to whom the Purchaser assigns or transfers any Securities, provided that such transferee agrees in writing to be bound, with respect to the transferred Securities, by the provisions of the Transaction Documents that apply to the â€œPurchaser.â€ Â 5.8 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 4.8 and this Section 5.8. Â 5.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the law of the State of New York. Each party agrees that all legal Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, managers, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City and County of New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Action or Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Action or Proceeding is improper or is an inconvenient venue for such Proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such Action or Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If any party shall commence an Action or Proceeding to enforce any provisions of the Transaction Documents, then, in addition to the obligations of the Company under Section 4.8, the prevailing party in such Action or Proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneysâ€™ fees and other costs and expenses incurred with the investigation, preparation and prosecution of such Action or Proceeding. Â 5.10 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Securities. Â 5.11 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by e-mail delivery of a â€œ.pdfâ€ format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such â€œ.pdfâ€ signature page were an original thereof. Â 5.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable. Â 5.13 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever the Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then the Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights. Â Â Â Â 5.14 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities. Â 5.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, sthe Purchaser and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any Action for specific performance of any such obligation the defense that a remedy at law would be adequate. Â 5.16 Payment Set Aside. To the extent that the Company makes a payment or payments to the Purchaser pursuant to any Transaction Document or the Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred. Â 5.17 Reserved. Â 5.18 Liquidated Damages. The Companyâ€™s obligations to pay any partial liquidated damages or other amounts owing under the Transaction Documents is a continuing obligation of the Company and shall not terminate until all unpaid partial liquidated damages and other amounts have been paid notwithstanding the fact that the instrument or security pursuant to which such partial liquidated damages or other amounts are due and payable shall have been canceled. Â 5.19 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day. Â 5.20 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement. Â 5.21 WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, EACH PARTY KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY. Â (Safety SHOT Securities Purchase Agreement Signature Pages Follow] Â Â Â Â [Safety Shot Securities Purchase Agreement â€“ Company Signature Page] Â IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above. Â SAFETY SHOT, INC. Â Address for Notice: Â Â Â Â By: Â Â Email: jboon@safetyshot.com Name: Jarrett Boon Â Â Title: Chief Executive Officer Â Â Â Â Â Â [Safety Shot Securities Purchase Agreement â€“ Investor Signature Page] Â IN WITNESS WHEREOF, the undersigned has caused this Securities Purchase Agreement to be duly executed by its authorized signatory as of the date first indicated above. Â Name of Purchaser: Â Â Â Â Â Signature of Authorized Signatory of Purchaser: Â Â Â Â Â Name of Authorized Signatory: Â Â Â Â Â Title of Authorized Signatory: Â Â Â Â Â Email Address of Authorized Signatory: Â Â Â Â Â Address for Notice to Purchaser: Â Â Â Â Â Address for Delivery of Securities to Purchaser (if not same as address for notice): Â as previously provided Â Â Â Subscription Amount Â $1,000,000 Â Â Shares: Â 2,277,386 Â Â Employer Identification Number: Â as previously provided Â Â EX-10.36 10 ex10-36.htm Â Exhibit 10.36 Â ARRANGEMENT AGREEMENT Â AMONG Â SAFETY SHOT, INC. Â AND Â YERBAÃ‰ BRANDS CORP. Â DATED AS OF JANUARY 7, 2025 Â Â - i - Â TABLE OF CONTENTS Â ARTICLE 1 INTERPRETATION 1 Â Â Â 1.1 Definitions 1 Â 1.2 Interpretation Not Affected by Headings, etc. 17 Â 1.3 Number and Gender; Derivatives 17 Â 1.4 Date for Any Action 17 Â 1.5 Statute and Agreement References 17 Â 1.6 Currency 18 Â 1.7 Accounting Matters 18 Â 1.8 Interpretation Not Affected by Party Drafting 18 Â 1.9 Knowledge 18 Â 1.10 Disclosure in Writing 18 Â 1.11 Schedules 18 Â Â Â Â ARTICLE 2 THE ARRANGEMENT 18 Â Â Â 2.1 Arrangement 18 Â 2.2 Safety Shot Approval 19 Â 2.3 YerbaÃ© Approval 19 Â 2.4 Interim Order 19 Â 2.5 Safety Shot Stockholder Meeting 20 Â 2.6 YerbaÃ© Shareholder Meeting 21 Â 2.7 Safety Shot Circular 22 Â 2.8 YerbaÃ© Circular 24 Â 2.9 Final Order 25 Â 2.10 Court Proceedings 26 Â 2.11 U.S. Securities Law Matters 26 Â 2.12 Effective Date 27 Â 2.13 Closing 27 Â 2.14 Payment and Allocation of Consideration Shares 28 Â 2.15 Incentive Plan Matters 28 Â 2.16 Convertible Securities 28 Â 2.17 Indemnities and Directorsâ€™ and Officersâ€™ Insurance 28 Â 2.18 Withholding Taxes 29 Â Â Â Â ARTICLE 3 COVENANTS 29 Â Â Â 3.1 Covenants of YerbaÃ© Regarding the Conduct of Business 29 Â 3.2 Covenants of Safety Shot Regarding the Conduct of Business 33 Â 3.3 Covenants of Safety Shot Regarding Blue-Sky Laws 34 Â 3.4 Mutual Covenants Regarding the Arrangement 35 Â 3.5 Covenants of Safety Shot 36 Â 3.6 Covenants of YerbaÃ© Regarding the Arrangement 39 Â 3.7 Mutual Covenants Regarding Regulatory Approvals 43 Â 3.8 Covenants Regarding Provision of Information; Access 44 Â 3.9 Privacy Matters 44 Â 3.10 De-Listing of YerbaÃ© Shares 45 Â 3.11 Control of Safety Shotâ€™s or YerbaÃ©â€™s Operations. 45 Â Â - ii - Â ARTICLE 4 ADDITIONAL COVENANTS REGARDING NON-SOLICITATION 45 Â Â Â 4.1 Non-Solicitation 45 Â 4.2 Notification of Acquisition Proposals 47 Â 4.3 Responding to an Acquisition Proposal 47 Â 4.4 Right to Match 48 Â Â Â Â ARTICLE 5 REPRESENTATIONS AND WARRANTIES 50 Â Â Â 5.1 Representations and Warranties of Safety Shot 50 Â 5.2 Representations and Warranties of YerbaÃ© 57 Â 5.3 Survival of Representations and Warranties 74 Â Â Â Â ARTICLE 6 CONDITIONS PRECEDENT 75 Â Â Â 6.1 Mutual Conditions Precedent 75 Â 6.2 Additional Conditions to Obligations of Safety Shot 75 Â 6.3 Additional Conditions to Obligations of YerbaÃ© 76 Â 6.4 Notice and Effect of Failure to Comply with Conditions 77 Â 6.5 Satisfaction of Conditions 78 Â Â Â Â ARTICLE 7 AMENDMENT 78 Â Â Â 7.1 Amendment 78 Â 7.2 Amendment of Plan of Arrangement 79 Â Â Â Â ARTICLE 8 TERMINATION 79 Â Â Â 8.1 Termination 79 Â 8.2 Expenses and Termination Fee 81 Â Â Â Â ARTICLE 9 NOTICES 84 Â Â Â 9.1 Notices 84 Â Â Â Â ARTICLE 10 GENERAL 85 Â Â Â 10.1 Assignment, Binding Effect and Entire Agreement 85 Â 10.2 Public Communications 85 Â 10.3 Mandatory Reporting Rules 86 Â 10.4 No Liability 86 Â 10.5 Severability 86 Â 10.6 Further Assurances 86 Â 10.7 Time of Essence 87 Â 10.8 Applicable Law and Enforcement 87 Â 10.9 Injunctive Relief 87 Â 10.10 Waiver 87 Â 10.11 Third Party Beneficiaries 87 Â 10.12 Counterparts, Execution 87 Â Â - 1 - Â ARRANGEMENT AGREEMENT Â THIS ARRANGEMENT AGREEMENT is made as of January 7, 2025. Â AMONG: Â SAFETY SHOT, INC., a company existing under the laws of the State of Delaware (â€œSafety Shotâ€) Â AND Â YERBAÃ‰ BRANDS CORP., a corporation existing under the laws of the Province of British Columbia (â€œYerbaÃ©â€) Â WHEREAS: Â A.Safety Shot proposes to acquire all of the issued and outstanding YerbaÃ© Shares; Â Â B.the Parties intend to carry out the transactions contemplated herein by way of an arrangement under the arrangement provisions of Part 9, Division 5 of the BCBCA; and Â Â C.the Parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to such transaction. Â NOW THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties do hereby covenant and agree as follows: Â Article 1 INTERPRETATION Â 1.1Definitions Â In this Agreement, including the recitals hereto, the following defined terms have the meanings hereinafter set forth: Â â€œAcquisition Proposalâ€ means, other than the transactions contemplated by this Agreement and other than any transaction involving only YerbaÃ© and/or one or more of the YerbaÃ© Subsidiaries or between one or more of the YerbaÃ© Subsidiaries, any written offer or proposal from any Person or group of Persons other than Safety Shot (or any of its Affiliates or any Person acting in concert with Safety Shot or any of its Affiliates) relating to (i) any direct or indirect acquisition, purchase, sale or disposition (or any lease, joint venture, royalty, license or other arrangement having the same economic effect as a sale or disposition), in a single transaction or a series of transactions, of (A) assets of YerbaÃ© (including shares of the YerbaÃ© Subsidiaries) and/or one or more of the YerbaÃ© Subsidiaries that, individually or in the aggregate, constitute 20% or more of the consolidated assets of YerbaÃ© and the YerbaÃ© Subsidiaries, taken as a whole, determined based upon the most recent audited annual consolidated financial statements of YerbaÃ© filed as part of the YerbaÃ© Public Record, or contributing 20% or more of the consolidated revenue of YerbaÃ© and the YerbaÃ© Subsidiaries, taken as a whole, determined based upon the most recent audited annual consolidated financial statements of YerbaÃ© filed as part of the YerbaÃ© Public Record, or (B) 20% or more of any class of voting or equity securities of YerbaÃ© or 20% more of any class of voting or equity securities of any one or more of any of the YerbaÃ© Subsidiaries that, individually or in the aggregate, contribute 20% or more of the consolidated revenues, determined based upon the most recent annual audited consolidated financial statements of YerbaÃ© filed as part of the YerbaÃ© Public Record, or constitute 20% or more of the consolidated assets of YerbaÃ© and the YerbaÃ© Subsidiaries, taken as a whole, determined based upon the most recent audited annual consolidated financial statements of YerbaÃ© filed as part of the YerbaÃ© Public Record; (ii) any direct or indirect take-over bid, tender offer, exchange offer, sale or issuance of securities or other transaction that, if consummated, would result in such Person or group of Persons beneficially owning 20% or more of any class of voting or equity securities of YerbaÃ© (including securities convertible into or exercisable or exchangeable for voting or equity securities of YerbaÃ©) then outstanding; (iii) any plan of arrangement, merger, amalgamation, consolidation, share exchange, share reclassification, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or exclusive license involving YerbaÃ© or of the surviving entity or the resulting direct or indirect parent of YerbaÃ© or the surviving entity; or (iv) any other similar transaction or series of transactions involving YerbaÃ© or any of the YerbaÃ© Subsidiaries; Â Â - 2 - Â â€œAffiliateâ€ has the meaning ascribed thereto under the Securities Act; Â â€œAgreementâ€, â€œhereinâ€, â€œhereofâ€, â€œheretoâ€, â€œhereunderâ€ and similar expressions mean and refer to this arrangement agreement (including the schedules hereto) as supplemented, modified or amended, and not to any particular Article, Section, Schedule or other portion hereof; Â â€œAmended and Restated Equity Incentive Planâ€ the amended and restated equity incentive plan of Safety Shot which shall include an initial Safety Shot Share reserve equal to no less than 10% of the fully diluted Safety Shot Shares issued and outstanding immediately following the closing of the Arrangement; Â â€œApplicable Lawâ€ (in the context that refers to one or more Persons) means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise, and including Applicable Securities Laws), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities, as the same may be amended from time to time prior to the Effective Date; Â â€œApplicable Securities Lawsâ€ means, collectively, and as the context may require: (a) the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder; (b) the polices and rules of the NASDAQ; (c) the polices and rules of the TSXV; and (d) U.S. Securities Laws, as the foregoing may be amended from time to time prior to the Effective Date; Â â€œArrangementâ€ means an arrangement under the provisions of Part 9, Division 5 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Article 7 of this Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of YerbaÃ© and Safety Shot, each acting reasonably; Â Â - 3 - Â â€œArrangement Resolutionâ€ means the special resolution to approve the Arrangement to be considered at the YerbaÃ© Meeting by the YerbaÃ© Shareholders substantially in the form attached as Schedule â€œAâ€ hereto; Â â€œAuthorizationâ€ means, with respect to any Person, any authorization, order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, of, from or required by any Governmental Entity having jurisdiction over the Person; Â â€œBCBCAâ€ means the Business Corporations Act (British Columbia), as amended, including the regulations promulgated thereunder; Â â€œBooks and Recordsâ€ means the books and records of a Party and its Subsidiaries, including books of account and Tax records, whether in written or electronic form; Â â€œBusiness Dayâ€ means a day on which banks are generally open for the transaction of commercial business in Vancouver, British Columbia, or Scottsdale, Arizona but does not in any event include a Saturday or Sunday or statutory holiday in British Columbia or Arizona; Â â€œChange in Recommendationâ€ has the meaning ascribed thereto in Section 8.1(a)(vi)(A); Â â€œCompetition Actâ€ means the Competition Act, R.S.C. 1985, c. C 34, as amended, including regulations passed under the Competition Act; Â â€œComputer Systemsâ€ means all software, computer hardware (whether general or special purpose), electronic data processing, record keeping, or telecommunications systems, networks, interfaces, platforms, servers, peripherals, and other computer systems, including any outsourced systems and processes that are owned or used by or for a Party or its Subsidiaries in the conduct of their businesses; Â â€œConfidentiality Agreementâ€ means the mutual confidentiality agreement between Safety Shot and YerbaÃ© dated May 20, 2024; Â â€œConsiderationâ€ means the Consideration Shares; Â â€œConsideration Sharesâ€ means an aggregate number of Safety Shot Shares that is equal to the YerbaÃ© Shares outstanding immediately prior to the Effective Time, multiplied by the Exchange Ratio; Â â€œContractâ€ means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding or other right or obligation (written or oral) to which a Party is a party or by which a Party is bound or to which any of their respective assets are subject; Â â€œConvertible Debenturesâ€ means the 6% unsecured convertible debentures in the aggregate principal amount of $3,277,000 maturing April 30, 2025, issued by YerbaÃ© and which are governed by the Debenture Indenture; Â â€œCourtâ€ means the Supreme Court of British Columbia; Â â€œDamagesâ€ means any and all claims, debts, obligations and other Liabilities (whether absolute, accrued, contingent, fixed or otherwise, or whether known or unknown, or due to become due or otherwise), diminution in value, monetary damages, fines, fees, penalties, interest obligations, deficiencies, losses and expenses (including amounts paid in settlement, interest, court costs, reasonable fees and expenses of attorneys, accountants, financial advisors, investigators, and other experts, and other reasonable expenses of litigation, arbitration or other dispute resolution procedures); Â Â - 4 - Â â€œData Security Requirementsâ€ means, collectively, all of the following to the extent relating to the Processing of Protected Data or otherwise relating to privacy, security, or security breach notification requirements and applicable to a Party or its Subsidiaries, to the conduct of the business, or to any of the Computer Systems: (i) a Partyâ€™s or its Subsidiariesâ€™ own rules, policies, and procedures (including all website privacy policies and internal information security procedures); (ii) all Applicable Law; (iii) industry standards applicable to the industry in which the business operates; and (iv) Contracts into which a Party or its Subsidiaries have entered or by which it is otherwise bound; Â â€œDebenture Indentureâ€ means the convertible debenture indenture dated April 13, 2023 between YerbaÃ© and Odyssey Trust Company; Â â€œDepositaryâ€ means such Person as Safety Shot may appoint to act as depositary for the YerbaÃ© Shares in relation to the Arrangement, with the approval of YerbaÃ©, acting reasonably; Â â€œDissent Rightsâ€ means the rights of dissent granted in favour of registered YerbaÃ© Shareholders in respect of the Arrangement described in the Plan of Arrangement and the Interim Order; Â â€œEconomic Sanctionsâ€ has the meaning ascribed thereto in Section 5.1(u)(iii) and 5.2(gg)(iii); Â â€œEffective Dateâ€ means the date the Arrangement becomes effective pursuant to the BCBCA; Â â€œEffective Timeâ€ means the time at which the Arrangement becomes effective on the Effective Date pursuant to the BCBCA; Â â€œEmployee Plansâ€ means all health, welfare, supplemental unemployment benefit, bonus, profit sharing, option, stock appreciation, savings, insurance, incentive, incentive compensation, deferred compensation, share purchase, share compensation, disability, pension or supplemental retirement plans and other similar or material employee or director compensation or benefit plans, policies, trusts, funds, agreements or arrangements for the benefit of directors or former directors of a Party or any of its Subsidiaries, or such Party or its Subsidiariesâ€™ Employees or former Employees, which are maintained by, contributed to or binding upon a Party or any of its Subsidiaries or in respect of which a Party or any of its Subsidiaries has any actual or potential liability, but excluding any statutory benefit plans that any Party is required to participate in or comply with in accordance with all Applicable Law, including the Canada Pension Plan and plans administered pursuant to applicable health, Tax, workplace safety insurance and employment insurance legislation; Â â€œEmployeesâ€ means, as applicable, all of the employees of: (a) YerbaÃ© or any YerbaÃ© Subsidiary; and (b) Safety Shot or any Safety Shot Subsidiary, as at the Effective Date; Â â€œEnvironmental Lawâ€ means all Applicable Law relating to pollution or the protection or quality of the environment or to the release of hazardous substances to the environment and all Authorizations issued pursuant to such laws; Â â€œExchange Ratioâ€ means 0.2918; Â â€œExpense Reimbursementâ€ has the meaning ascribed thereto in Section 8.2(f); Â Â - 5 - Â â€œFinal Orderâ€ means the final order of the Court approving the Arrangement pursuant to Section 291 of the BCBCA, in a form acceptable to both YerbaÃ© and Safety Shot, each acting reasonably, as such order may be amended by the Court (with the consent of both YerbaÃ© and Safety Shot, each acting reasonably) at any time prior to the Effective Time or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both YerbaÃ© and Safety Shot, each acting reasonably) on appeal; Â â€œGovernmental Entityâ€ means any: (a) national, international, multinational, federal, provincial, state, regional, municipal, local or other government or any governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau ministry or agency, domestic or foreign, including the Securities Authorities; (b) any subdivision, agent, commission, board or authority of any of the foregoing; or (c) any quasi-governmental or private body exercising any regulatory, expropriation or Taxing Authority under or for the account of any of the foregoing (including any stock exchange or interdealer quotation system on which a Partyâ€™s shares are listed); Â â€œGovernmental Licensesâ€ has the meaning specified in Section 5.2(rr); Â â€œIncentive Planâ€ means the equity incentive plan of YerbaÃ©, in effect as at the date hereof; Â â€œIndebtednessâ€ means, with respect to any Person, without duplication: (a) indebtedness of such Person for borrowed money, secured or unsecured; (b) every obligation of such Person evidenced by bonds, debentures, notes, derived obligations or other similar instruments; (c) every obligation of such Person under purchase money mortgages, conditional sale agreements or other similar instruments relating to purchased property or assets; (d) every capitalized or non-consolidated lease obligation of such Person; (e) every obligation of such Person under swaps (valued at the termination value thereof); and (f) every obligation of the type referred to above of any other Person, the payment of which such Person has guaranteed or for which such Person is otherwise responsible or liable; Â â€œIntellectual Propertyâ€ means collectively, all rights in or affecting intellectual or industrial property or other proprietary rights existing in any jurisdiction, including with respect to the following: (a) patents and applications therefor, and patents issuing thereon, including continuations, divisionals, continuations-in-part, reissues, reexaminations, renewals and extensions, and the right to file other or further applications and claim priority thereto; (b) trademarks, service marks, trade names, service names, brand names and trade dress rights, and all applications, registrations and renewals thereof; (c) copyrights and registrations and applications therefor, works of authorship, â€œmoralâ€ rights and mask work rights, writings and other works, whether copyrightable or not in any jurisdiction, and any renewals or extensions thereof; (d) domain names, uniform resource locators and social media accounts or handles, including applications and registrations thereof; (e) telephone numbers; (f) trade secrets, formulae, confidential and proprietary know-how, research records, test information, market surveys, algorithms, procedures, methods, techniques, ideas, research and development, data, specifications, confidential information, processes, inventions (whether or not patentable) and discoveries and any improvements to any of the foregoing; (g) the right to file applications and obtain registrations for any of the foregoing, as applicable; and (h) the goodwill associated with any of the foregoing; Â â€œInterim Orderâ€ means an interim order of the Court concerning the Arrangement pursuant to the BCBCA in a form acceptable to both YerbaÃ© and Safety Shot, each acting reasonably, containing declarations and directions with respect to the Arrangement and the holding of the YerbaÃ© Meeting, as such order may be affirmed, amended or modified by the Court; Â Â - 6 - Â â€œInvestment Canada Actâ€ means the Investment Canada Act, R.S.C. 1985, c.28 (1st Supp.), as amended, including regulations passed under the Investment Canada Act; Â â€œLiabilitiesâ€ means any and all debts, liabilities and obligations of any nature whatsoever, whether accrued or fixed, including those arising under any law, Contract, Permit, license or other undertaking and as a result of any act or omission; Â â€œLienâ€ means any lien, mortgage, pledge, security interest, charge or encumbrance of any kind, whether voluntary or involuntary, (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest but excluding any present or future lease that is or would have been characterized as an operating lease under US GAAP, as in effect on the date hereof); Â â€œMatching Periodâ€ has the meaning specified in Section 4.4(a)(iv); Â â€œMI 61-101â€ means Multilateral Instrument 61-101 â€“ Protection of Minority Security Holders in Special Transactions; Â â€œMisrepresentationâ€, â€œmaterial changeâ€ and â€œmaterial factâ€ have the meanings ascribed thereto under Applicable Securities Laws of Canada; Â â€œNASDAQâ€ means the National Association of Securities Dealers Automated Quotations exchange; Â â€œOFACâ€ has the meaning specified in Section 5.1(u)(iii); Â â€œOptionholdersâ€ means, collectively, the holders of YerbaÃ© Options; Â â€œOrderâ€ means all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations, awards, or decrees of any Governmental Entity (in each case, whether temporary, preliminary or permanent); Â â€œOutside Dateâ€ means July 7, 2025 or such later date as may be agreed to in writing by Safety Shot and YerbaÃ©; Â â€œPartiesâ€ means, collectively, the parties to this Agreement, and â€œPartyâ€ means any one of them; Â â€œPermitâ€ means any license, permit, certificate, franchise, consent, order, grant, easement, covenant, approval, classification, registration or other authorization of and from any Person, including any Governmental Entity; Â â€œPermitted Liensâ€ means: Â (a)Liens for taxes, assessments and governmental charges, the payment of which is not yet due and payable or which are being contested in good faith by, as applicable: (i) YerbaÃ© or a YerbaÃ© Subsidiary and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by US GAAP, shall have been made therefor in the books of account of the applicable Person; and (ii) Safety Shot or a Safety Shot Subsidiary and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by US GAAP, shall have been made therefor in the books of account of the applicable Person; Â Â - 7 - Â (b)Liens imposed by law, such as carrierâ€™s, warehousemenâ€™s, mechanicâ€™s, materialmenâ€™s and other similar Liens securing obligations (other than Indebtedness for borrowed money) that are not due or delinquent or that are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by US GAAP, shall have been made therefor in the books of account of the applicable Person; Â Â Â (c)Liens securing purchase money Indebtedness or of purchase money mortgages and any other Lien on equipment acquired, leased or held with a fair market value less than or equal to $100,000, on an aggregate basis at any time (including equipment held as lessee under a capital lease) in the ordinary course of business to secure the purchase price of or rental payments with respect to such equipment or to secure Indebtedness incurred for the purpose of financing the acquisition (including acquisition as lessee under capital leases), construction or improvement of any such equipment to be subject to such Liens existing on any such equipment at the time of such acquisition, or extensions, renewals or replacements of any of the foregoing for the same or a lesser amount, provided that (x) no such Lien shall extend to or cover any equipment other than the equipment being acquired, constructed or improved, and no such extension, renewal or replacement shall extend to or cover any property not theretofore subject to the Lien being extended, renewed or replaced; and (y) the principal amount of the Indebtedness secured by any such Lien, or any extension, renewal or replacement thereof, shall not exceed the greater of the fair market value or the cost of the property so held or acquired; Â Â Â (d)deposits and pledges of cash or securities securing (i) the performance of bids, tenders, leases, contracts (other than for the payment of money) or statutory obligations that arise in the ordinary course of business or (ii) obligations on surety or appeal or performance bonds, including those to support or secure reclamation in accordance with Applicable Law that are incurred or arise in the ordinary course of business or (iii) obligations incurred in the ordinary course of business that do not involve the incurrence of Indebtedness and, in each case, only to the extent such deposits or pledges secure obligations that are not past due or that are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by US GAAP, shall have been made therefor in the books of account of the applicable Person; Â Â Â (e)pledges, deposits and Liens in connection with workersâ€™ compensation, employment insurance and other similar legislation and deposits securing liability to insurance carriers under insurance or self-insurance arrangements to the extent required by law; Â Â Â (f)rights of set-off or bankersâ€™ Liens upon deposits of cash or brokerâ€™s Liens upon securities in favour of financial institutions, banks or other depositary institutions; Â Â Â (g)survey exceptions, title defects, easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money; or (ii) materially adversely impair the value of such property or its use by YerbaÃ© or any YerbaÃ© Subsidiary in the normal conduct of their business; Â Â - 8 - Â (h)Liens given in the ordinary course of business to a public utility or any municipality or governmental or other public authority when required by such utility or municipality or governmental or other authority in connection with the operations of YerbaÃ© or any YerbaÃ© Subsidiary; Â Â Â (i)with respect to Liens set forth in subsection (c), replacement liens in respect of any refinancing or the replacement of the underlying Indebtedness provided such refinancing or replacement does not increase the then-outstanding principal balance of such Indebtedness being refinanced or replaced; Â Â Â (j)Liens which could not be reasonably expected to cause a YerbaÃ© Material Adverse Effect or Safety Shot Material Adverse Effect, arising or potentially arising under statutory provisions (other than Environmental Laws) which have not at the time been filed or registered in accordance with Applicable Law or of which written notice has not been duly given in accordance with Applicable Law or which, although filed or registered, relate to obligations that are not due or delinquent or that are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by US GAAP, shall have been made therefor in the books of account of the applicable Person; Â Â Â (k)the right reserved to or vested in any government or Governmental Entity by any statutory provision or by the terms of any lease, production sharing contract, licence, franchise, grant or permit of, to terminate any such lease, license, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof; and Â Â Â (l)Liens arising from the right of distress enjoyed by landlords or Liens otherwise granted to landlords, in either case, to secure the payment of arrears of rent in respect of leased properties; Â â€œPersonâ€ includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, limited liability company, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status; Â â€œPersonal Informationâ€ means any data that identifies, relates to, describes, is reasonable capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, including any data that constitutes personal information, personally-identifiable information, or personal data under any agreement, law or privacy policy applicable to a Party or its Subsidiaries; Â â€œPlan of Arrangementâ€ means the plan of arrangement set forth in Schedule â€œBâ€ to this Agreement, as such plan of arrangement may be amended or supplemented from time to time in accordance with the terms thereof and hereof; Â â€œProceedingâ€ means any suit, claim, action, charge, complaint, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination or investigation commenced, brought, conducted or heard by or before, any court or other Governmental Entity; Â Â - 9 - Â â€œProcessâ€ means the access, creation, collection, use, storage, maintenance, processing, recording, sharing, distribution, transfer, transmission, receipt, import, export, protection, safeguarding, disposal or disclosure or other activity regarding data (whether electronically or in any other form or medium); Â â€œProtected Dataâ€ means Personal Information, data subject to the Payment Card Industry Data Security Standard issued by the PCI Security Standards Council, as it may be amended from time to time, and all data and information for which a Party or its Subsidiaries are required by law, rules, regulation, agreement, or privacy policy to safeguard and/or keep confidential or private; Â â€œRecipientâ€ has the meaning ascribed thereto in Section 3.9(a); Â â€œRegistration Statementâ€ has the meaning ascribed thereto in Section 2.11(j); Â â€œRegulatory Approvalsâ€ means, collectively, the following: (a) acceptance of the NASDAQ; (b) the approval of the TSXV; (c) the Final Order; and (d) such other sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under any Applicable Law that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities required in connection with the Plan of Arrangement except for those sanctions, rulings, consents, orders, exemptions, permits and other approvals, the failure of which to obtain individually or in the aggregate, would not reasonably be expected to have a Safety Shot Material Adverse Effect, taken as a whole, or a YerbaÃ© Material Adverse Effect, taken as a whole (either before or after giving effect to the Arrangement) or would not materially impede or delay the completion of the Arrangement; Â â€œRepresentativesâ€ means, with respect to any Person and its Subsidiaries, collectively, the officers, directors, employees, consultants, advisors (including financial advisors and legal counsel), representatives, agents or other parties acting on its behalf; Â â€œSafety Shotâ€ means Safety Shot, Inc., a company existing under the laws of the State of Delaware; Â â€œSafety Shot Boardâ€ means the board of directors of Safety Shot as it may be comprised from time to time, including any duly constituted and acting committee thereof; Â â€œSafety Shot Change in Recommendationâ€ has the meaning set forth in Section 3.5(k). Â â€œSafety Shot Circularâ€ means the notice of the Safety Shot Meeting and accompanying Safety Shot Proxy Statement of Safety Shot, together with all appendices, schedules and exhibits thereto, to be sent by Safety Shot to the Safety Shot Stockholders in connection with the Safety Shot Meeting, as amended, supplemented or otherwise modified, which shall be a joint circular with the YerbaÃ© Circular unless the Parties otherwise agree; Â â€œSafety Shot Circular Disclosureâ€ means all information regarding Safety Shot provided by Safety Shot for inclusion in the YerbaÃ© Circular; Â â€œSafety Shot Disclosure Letterâ€ means the disclosure letter dated as of the date hereof from Safety Shot to YerbaÃ©; Â â€œSafety Shot Fairness Opinionâ€ means the opinion of Newbridge Securities Corporation to the effect that, as of the date of such opinion, the Consideration being offered by Safety Shot to the YerbaÃ© Shareholders pursuant to the Arrangement is fair from a financial point of view to the Safety Shot Stockholders; Â Â - 10 - Â â€œSafety Shot Financial Statementsâ€ has the meaning ascribed thereto in Section 5.1(l)(i); Â â€œSafety Shot Informationâ€ means the information contained in the files, reports, data, documents, agreements and other information relating to Safety Shot and each Safety Shot Subsidiary, as provided by Safety Shot or its Representatives to YerbaÃ© or its Representatives in connection with the transactions contemplated hereby, in writing, including information contained in data rooms or provided in electronic form; Â â€œSafety Shot Material Adverse Changeâ€ or â€œSafety Shot Material Adverse Effectâ€ means any event, change, occurrence, effect or state of facts that, individually or in the aggregate with other events, changes, occurrences, effects or states of facts is, or would reasonably be expected to be, material and adverse to the business, operations, results of operations, capital, property, assets, Liabilities, obligations (whether absolute, accrued, conditional or otherwise) or condition (financial or otherwise) of Safety Shot and the Safety Shot Subsidiaries taken as a whole, except any such event, change, occurrence, effect or state of facts resulting from or arising in connection with: Â (a)any change or development generally affecting the industries in which Safety Shot and the Safety Shot Subsidiaries operate; Â Â Â (b)any change or development in global, national or regional political conditions (including any act of terrorism or any outbreak of hostilities or war or any escalation or worsening thereof) or any natural disaster; Â Â Â (c)any change in general economic, business or regulatory conditions or in global financial, credit, currency or securities markets in Canada or the United States; Â Â Â (d)any adoption, proposed implementation or change in Applicable Law or any interpretation thereof by any Governmental Entity; Â Â Â (e)any change in U.S. GAAP or changes in applicable regulatory accounting requirements applicable to the industries in which it conducts business; Â Â Â (f)changes or developments in or relating to currency exchange or interest rates; Â Â Â (g)the negotiation, execution, announcement, performance or pendency of this Agreement or the consummation of the transactions contemplated herein; Â Â Â (h)actions or inactions expressly required by this Agreement or that are taken with the prior written consent of YerbaÃ©; Â Â Â (i)any change in the market price or trading volume of any securities of Safety Shot (it being understood, without limiting the applicability of subsections (a) through (h), that the causes underlying such changes in market price or trading volume may be taken into account in determining whether a Safety Shot Material Adverse Effect has occurred), or any suspension of trading in securities generally or on any securities exchange on which any securities of Safety Shot trade; or Â Â Â (j)the failure, in and of itself, of Safety Shot to meet any internal or public projections, forecasts or estimates of revenues, earnings or other financial operating metrics before, on or after the date of this Agreement (it being understood, without limiting the applicability of subsections (a) through (h), that the causes underlying such failure may be taken into account in determining whether a Safety Shot Material Adverse Effect has occurred), Â Â - 11 - Â provided, however, that any such event, change, occurrence, effect or state of facts referred to in subsections (a) to and including (f) above does not primarily relate only to (or have the effect of primarily relating only to) Safety Shot and the Safety Shot Subsidiaries taken as a whole, or materially disproportionately affect Safety Shot and the Safety Shot Subsidiaries, taken as a whole, compared to other companies operating in the business or industries in which Safety Shot and the Safety Shot Subsidiaries operate; references in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a Safety Shot Material Adverse Effect has occurred. Notwithstanding any other provision of this definition, no action of any kind taken by a Governmental Entity, nor the commencement by a Governmental Entity of any Proceeding seeking a law or Order which would have the effect of making the Arrangement illegal or otherwise preventing or prohibiting consummation of the Arrangement, will, in any such case, constitute a Safety Shot Material Adverse Effect; Â â€œSafety Shot Meetingâ€ means the special meeting of the Safety Shot Stockholders, including any adjournment or postponement thereof, to be called and held in accordance with this Agreement to consider, among other matters, the Safety Shot Stockholder Matters; Â â€œSafety Shot Proxy Statementâ€ shall mean the proxy or information statement of Safety Shot to be filed with the SEC pursuant to Section 14(a) of the U.S. Exchange Act, in connection with the submission of the Safety Shot Stockholder Matters to the Safety Shot Stockholders, which shall be a joint proxy statement with the YerbaÃ© Proxy Statement unless the Parties otherwise agree; Â â€œSafety Shot Public Recordâ€ means all information filed by Safety Shot with the U.S. Securities and Exchange Commission and made available to the public on the Electronic Data Gathering, Analysis and Retrieval (EDGAR) system; Â â€œSafety Shot Recommendationâ€ has the meaning set forth in Section 3.5(k); Â â€œSafety Shot Sharesâ€ means the shares of common stock in the authorized share capital of Safety Shot; Â â€œSafety Shot Stockholder Approvalâ€ shall mean the approval of the Safety Shot Stockholder Matters by the Safety Shot Stockholders; Â â€œSafety Shot Stockholdersâ€ means the holders of Safety Shot Shares; Â â€œSafety Shot Stockholder Mattersâ€ means the approval and adoption of the Amended and Restated Equity Incentive Plan and the issuance of the Consideration Shares, by the Safety Shot Stockholders and such other matters as are required for the completion of the Arrangement in accordance with Applicable Laws; Â â€œSafety Shot Subsidiariesâ€ means, collectively, Jupiter Wellness Investments, Inc. and Caring Brands, Inc., and â€œSafety Shot Subsidiaryâ€ means any one of them; Â â€œSanctioned Personâ€ has the meaning specified in Section 5.1(u)(iii); Â â€œSECâ€ means the United States Securities and Exchange Commission; Â Â - 12 - Â â€œSecurities Actâ€ means the Securities Act (British Columbia), as amended, and the rules, regulations and published policies made thereunder; Â â€œSecurities Authoritiesâ€ means, collectively, the securities commissions or similar securities regulatory authorities in each of the provinces and territories of Canada and the U.S. Securities Authorities; Â â€œSignificant Shareholderâ€ has the meaning ascribed thereto in Section 5.2(i); Â â€œSubsidiaryâ€ has the meaning ascribed thereto in the Securities Act, which for certainty shall include any indirect subsidiaries and, for certainty, (a) with respect to Safety Shot, includes the Safety Shot Subsidiaries, and (b) with respect to YerbaÃ©, includes the YerbaÃ© Subsidiaries; Â â€œSuperior Proposalâ€ means any unsolicited bona fide written Acquisition Proposal to acquire not less than all of the outstanding YerbaÃ© Shares (other than YerbaÃ© Shares held by the Persons or group of Persons making such Acquisition Proposal) or all or substantially all of the assets of YerbaÃ© on a consolidated basis that: Â (a)was not initiated, solicited, knowingly encouraged or knowingly facilitated by YerbaÃ© or any of the YerbaÃ© Subsidiaries or any of their respective Representatives; Â Â Â (b)did not result from or involve a breach of Article 4; Â Â Â (c)is not subject to any financing contingency, and in respect of which it has been demonstrated to the satisfaction of the YerbaÃ© Board, acting in good faith after consultation with its financial advisor(s) and outside legal counsel, that adequate arrangements have been made in respect of any financing required to complete such Acquisition Proposal; Â Â Â (d)is not subject to a due diligence or access to information condition; and Â Â Â (e)in respect of which the YerbaÃ© Board (or any relevant committee thereof) determines, in its good faith judgment, after consulting with its outside legal counsel and financial advisors: (i) is reasonably capable of being completed, without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the Person or group of Persons making such proposal; and (ii) would, if consummated in accordance with its terms but without assuming away the risk of non-completion, result in a transaction which is more favorable, from a financial point of view, to the YerbaÃ© Shareholders than the Arrangement (including any amendments to the terms and conditions of the Arrangement proposed by Safety Shot pursuant to Section 4.4(b) hereof); Â â€œSuperior Proposal Noticeâ€ has the meaning specified in Section 4.4(a)(iii); Â â€œTaxâ€ or â€œTaxesâ€ means any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever however denominated, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any Taxing Authority, whether computed on a separate, consolidated, unitary, combined or other basis, which taxes will include, without limiting the generality of the foregoing, all income or profits taxes (including, but not limited to, federal income taxes and provincial income taxes), payroll and employee withholding taxes, employment insurance premiums, unemployment insurance, social insurance taxes, Canada Pension Plan contributions, sales and use taxes (including goods and services and provincial sales taxes), value added taxes, excise taxes, fuel taxes, franchise taxes, gross receipts taxes, carbon taxes, capital taxes, production taxes, recapture, withholding taxes, employee health taxes, surtaxes, customs, import and export taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers compensation and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing; Â Â - 13 - Â â€œTax Actâ€ means the

Income Tax Act, R.S.C. 1985, c. 1 (5th Supp.), as amended, including the regulations promulgated thereunder; Â â€œTax Returnsâ€ means all reports, estimates, elections, notices, filings, designations, forms, declarations of estimated tax, information statements and returns relating to, or required to be supplied to any Taxing Authority in connection with, any Taxes (including any attached schedules, estimated tax returns, withholding tax returns, and information returns and reports); Â â€œTaxing Authorityâ€ means any Governmental Entity responsible for the imposition of any Tax (domestic or foreign); Â â€œTermination Feeâ€ has the meaning ascribed thereto in Section 8.2(b); Â â€œTermination Fee Eventâ€ has the meaning ascribed thereto in Section 8.2(b); Â â€œThird Party Beneficiariesâ€ has the meaning ascribed thereto in Section 10.11; Â â€œTransaction Expensesâ€ means all legal, advisory, accounting fees and expenses of YerbaÃ© arising as a result of the Arrangement that are incurred prior to, and remain unpaid as of, the Effective Time; Â â€œTransaction Personal Informationâ€ has the meaning ascribed thereto in Section 3.9(a); Â â€œTransferorâ€ has the meaning ascribed thereto in Section 3.9(a); Â â€œTSXVâ€ means the TSX Venture Exchange; Â â€œUnited Statesâ€ means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia; Â â€œU.S. Exchange Actâ€ means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder; Â â€œU.S. GAAPâ€ means generally accepted accounting principles in the United States of America in effect from time to time; Â â€œU.S. Securities Actâ€ means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder; Â â€œU.S. Securities Authoritiesâ€ means, collectively, the SEC and securities regulatory authorities in each of the states, territories and possessions of the United States and the District of Columbia; Â â€œU.S. Securities Lawsâ€ means, collectively, the U.S. Securities Act, the U.S. Exchange Act and applicable state securities legislation of the United States and all rules, regulations and orders promulgated thereunder, as amended from time to time; Â Â - 14 - Â â€œYerbaÃ©â€ means YerbaÃ© Brands Corp., a corporation existing under the BCBCA, and where the context permits includes the YerbaÃ© Subsidiaries; Â â€œYerbaÃ© Boardâ€ means the board of directors of YerbaÃ© as it may be comprised from time to time, including any duly constituted and acting committee thereof; Â â€œYerbaÃ© Board Recommendationâ€ has the meaning ascribed thereto in Section 2.8(c); Â â€œYerbaÃ© Circularâ€ means the notice of the YerbaÃ© Meeting and accompanying YerbaÃ© Proxy Statement, together with all appendices, schedules and exhibits thereto, to be sent by YerbaÃ© to the YerbaÃ© Shareholders in connection with the YerbaÃ© Meeting, as amended, supplemented or otherwise modified, which shall be a joint circular with the Safety Shot Circular unless the Parties otherwise agree; Â â€œYerbaÃ© Circular Disclosureâ€ means all information regarding YerbaÃ© provided by YerbaÃ© for inclusion in the Safety Shot Circular; Â â€œYerbaÃ© Disclosure Letterâ€ means the disclosure letter dated as of the date hereof from YerbaÃ© to Safety Shot; Â â€œYerbaÃ© Fairness Opinionâ€ means the opinion of Evans & Evans, Inc. to the effect that, as of the date of such opinion, the Consideration to be received by the YerbaÃ© Shareholders is fair, from a financial point of view, to such YerbaÃ© Shareholders; Â â€œYerbaÃ© Financial Statementsâ€ means, collectively: (i) the audited consolidated financial statements of the YerbaÃ© as at and for the years ended December 31, 2023 and 2022, together with the related auditorsâ€™ report on and notes to such financial statements; and (ii) the unaudited condensed consolidated interim financial statements of YerbaÃ© for the three (3) and nine (9) month period ended September 30, 2024 and 2023, together with the notes to such financial statements; Â â€œYerbaÃ© Informationâ€ means the information contained in the files, reports, data, documents, agreements and other information relating to YerbaÃ© and each YerbaÃ© Subsidiary, as provided by YerbaÃ© or its Representatives to Safety Shot or its Representatives in connection with the transactions contemplated hereby, in writing, including information contained in data rooms or provided in electronic form; Â â€œYerbaÃ© Intellectual Property Rightsâ€ has the meaning ascribed thereto in Section 5.2(t)(iii); Â â€œYerbaÃ© Interested Shareholdersâ€ means, collectively, the YerbaÃ© Shareholders whose votes are required to be excluded from the minority approval vote under Part 8 of MI 61-101 with respect to the Arrangement Resolution; Â â€œYerbaÃ© Material Adverse Changeâ€ or â€œYerbaÃ© Material Adverse Effectâ€ means any event, change, occurrence, effect or state of facts that, individually or in the aggregate with other events, changes, occurrences, effects or states of facts is, or would reasonably be expected to be, material and adverse to the business, operations, results of operations, capital, property, assets, Liabilities, obligations (whether absolute, accrued, conditional or otherwise) or condition (financial or otherwise) of YerbaÃ© and the YerbaÃ© Subsidiaries taken as a whole, except any such event, change, occurrence, effect or state of facts resulting from or arising in connection with: Â (a)any change or development generally affecting the industries in which YerbaÃ© and the YerbaÃ© Subsidiaries operate; Â Â - 15 - Â (b)any change or development in global, national or regional political conditions (including any act of terrorism or any outbreak of hostilities or war or any escalation or worsening thereof) or any natural disaster; Â Â Â (c)any change in general economic, business or regulatory conditions or in global financial, credit, currency or securities markets in Canada or the United States; Â Â Â (d)any adoption, proposed implementation or change in Applicable Law or any interpretation thereof by any Governmental Entity; Â Â Â (e)any change in U.S. GAAP or changes in applicable regulatory accounting requirements applicable to the industries in which it conducts business; Â Â Â (f)changes or developments in or relating to currency exchange or interest rates; Â Â Â (g)the negotiation, execution, announcement, performance or pendency of this Agreement or the consummation of the transactions contemplated herein; Â Â Â (h)actions or inactions expressly required by this Agreement or that are taken with the prior written consent of Safety Shot; Â Â Â (i)any change in the market price or trading volume of any securities of YerbaÃ© (it being understood, without limiting the applicability of subsections (a) through (h), that the causes underlying such changes in market price or trading volume may be taken into account in determining whether a YerbaÃ© Material Adverse Effect has occurred), or any suspension of trading in securities generally or on any securities exchange on which any securities of YerbaÃ© trade; or Â Â Â (j)the failure, in and of itself, of YerbaÃ© to meet any internal or public projections, forecasts or estimates of revenues, earnings or other financial operating metrics before, on or after the date of this Agreement (it being understood, without limiting the applicability of subsections (a) through (i), that the causes underlying such failure may be taken into account in determining whether a YerbaÃ© Material Adverse Effect has occurred), Â provided, however, that any such event, change, occurrence, effect or state of facts referred to in subsections (a) to and including (f) above does not primarily relate only to (or have the effect of primarily relating only to) YerbaÃ© and the YerbaÃ© Subsidiaries taken as a whole, or materially disproportionately affect YerbaÃ© and the YerbaÃ© Subsidiaries, taken as a whole, compared to other companies operating in the business or industries in which YerbaÃ© and the YerbaÃ© Subsidiaries operate; references in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a YerbaÃ© Material Adverse Effect has occurred. Notwithstanding any other provision of this definition, no action of any kind taken by a Governmental Entity, nor the commencement by a Governmental Entity of any Proceeding seeking a law or Order which would have the effect of making the Arrangement illegal or otherwise preventing or prohibiting consummation of the Arrangement, will, in any such case, constitute a YerbaÃ© Material Adverse Effect; Â â€œYerbaÃ© Material Contractâ€ means in respect of YerbaÃ© or any of the YerbaÃ© Subsidiaries, any Contract: Â (a)that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a YerbaÃ© Material Adverse Effect; Â Â - 16 - Â (b)under which YerbaÃ© or any of the YerbaÃ© Subsidiaries has directly or indirectly guaranteed any Liabilities or obligations of a third party in excess of $100,000 in the aggregate; Â Â Â (c)that is a lease, sublease, license or right of way or occupancy agreement for real property which is material to the business of YerbaÃ© and the YerbaÃ© Subsidiaries, taken as a whole; Â Â Â (d)that provides of the establishment of, investment in or formation of any partnership or joint venture with an armâ€™s length Person in which the interest of YerbaÃ© or any of the YerbaÃ© Subsidiaries exceeds book value of $100,000; Â Â Â (e)relating to indebtedness for borrowed money, whether incurred, assumed, guaranteed or secured by any asset, with an outstanding principal amount in excess of $100,000; Â Â Â (f)under which YerbaÃ© or any of the YerbaÃ© Subsidiaries is obligated to make or expects to receive payments in excess of $100,000 over the remaining term of the contract; Â Â Â (g)that limits or restricts YerbaÃ© or any of its Affiliates from engaging in any line of business or in any geographic area; or Â Â Â (h)that is a collective bargaining agreement, a labour union contract or any other memorandum of understanding or other agreement with a union; Â â€œYerbaÃ© Meetingâ€ means the special meeting of the YerbaÃ© Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with this Agreement and the Interim Order to consider, among other matters, the Arrangement Resolution; Â â€œYerbaÃ© Optionsâ€ means the outstanding and unexpired stock options of YerbaÃ©, whether or not vested, to acquire YerbaÃ© Shares from treasury pursuant to the Incentive Plan; Â â€œYerbaÃ© Owned Propertiesâ€ has the meaning ascribed thereto in Section 5.2(r)(i); Â â€œYerbaÃ© Proxy Statementâ€ shall mean the proxy or information statement of YerbaÃ© to be filed with the SEC pursuant to Section 14(a) of the U.S. Exchange Act and, if applicable, the information circular to be filed on SEDAR+ pursuant Applicable Securities Laws, in connection with the YerbaÃ© Meeting, which shall be a joint proxy statement with the Safety Shot Proxy Statement unless the Parties otherwise agree. Â â€œYerbaÃ© PSUsâ€ means any outstanding performance share units of YerbaÃ© issued pursuant to the Incentive Plan or otherwise; Â â€œYerbaÃ© Public Recordâ€ means all documents filed by or on behalf of YerbaÃ© on SEDAR+ under YerbaÃ©â€™s profile; Â â€œYerbaÃ© Registered IPâ€ has the meaning ascribed thereto in Section 5.2(t)(iii); Â â€œYerbaÃ© RSUsâ€ means any outstanding restricted share units of YerbaÃ© issued pursuant to the Incentive Plan or otherwise; Â â€œYerbaÃ© Securitiesâ€ means, collectively, the YerbaÃ© Shares, YerbaÃ© Options, YerbaÃ© RSUs, YerbaÃ© PSUs, YerbaÃ© Warrants and Convertible Debentures; Â Â - 17 - Â â€œYerbaÃ© Shareholder Approvalâ€ shall mean the approval of the Arrangement Resolution by the YerbaÃ© Shareholders; Â â€œYerbaÃ© Shareholder Support Agreementsâ€ means the voting support agreements, in a form acceptable to Safety Shot (acting reasonably), to be entered into between Safety Shot and the YerbaÃ© Supporting Securityholders, in their capacity as holders of YerbaÃ© Securities; Â â€œYerbaÃ© Shareholdersâ€ means the holders of YerbaÃ© Shares; Â â€œYerbaÃ© Sharesâ€ means the common shares in the authorized capital of YerbaÃ©; Â â€œYerbaÃ© Subsidiariesâ€ means, together, YerbaÃ© Brands Co. and YerbaÃ© LLC and â€œYerbaÃ© Subsidiaryâ€ means either one of them; Â â€œYerbaÃ© Supporting Securityholdersâ€ means certain directors, officers and Employees of YerbaÃ©, including, without limitation, Todd Gibson, Karrie Gibson and certain other holders of YerbaÃ© Shares representing not less than 40.1% of the issued and outstanding YerbaÃ© Shares, that enter into YerbaÃ© Shareholder Support Agreements; and Â â€œYerbaÃ© Warrantsâ€ means all outstanding and unexpired warrants to acquire YerbaÃ© Shares. Â 1.2Interpretation Not Affected by Headings, etc. Â The division of this Agreement into Articles, Sections, subsections and other portions and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an â€œArticleâ€, â€œSectionâ€ or â€œsubsectionsâ€ followed by a number and/or a letter refer to the specified Article, Section or subsections of this Agreement. Â 1.3Number and Gender; Derivatives Â Unless the context otherwise requires, in this Agreement, words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders. If a word is defined in this Agreement a grammatical derivative of that word will have a corresponding meaning. The words â€œincludeâ€, â€œincludesâ€ and â€œincludingâ€ shall be deemed to be followed by the words â€œwithout limitationâ€. Â 1.4Date for Any Action Â If any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, such action is required to be taken on the next succeeding day which is a Business Day. Â 1.5Statute and Agreement References Â Any reference in this Agreement to any statute or any Section thereof will, unless otherwise expressly stated, be deemed to be a reference to such statute or Section as amended, restated or re-enacted from time to time. References to any agreement or document will be to such agreement or document (together with all appendices, schedules and exhibits thereto), as it may have been or may hereafter be amended, supplemented, replaced or restated from time to time. Â Â - 18 - Â 1.6Currency Â All sums of money that are referred to in this Agreement are expressed in lawful money of the United States unless otherwise noted. Â 1.7Accounting Matters Â Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under U.S. GAAP and all determinations of an accounting nature required to be made shall be made in accordance with U.S. GAAP consistently applied. Â 1.8Interpretation Not Affected by Party Drafting Â The Parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of this Agreement. Â 1.9Knowledge Â Where any representation or warranty is expressly qualified by reference to the knowledge of a Party, it is deemed to refer to the actual knowledge of the Executive Officers of Safety Shot or YerbaÃ©, as the case may be, after reasonable inquiry. For purposes of this Section 1.9, â€œExecutive Officersâ€ (a) in the case of Safety Shot, means Jarrett Boon, Danielle De Rosa and David Sandler; and (b) in the case of YerbaÃ©, means Todd Gibson and Karrie Gibson. Â 1.10Disclosure in Writing Â References herein to disclosure in writing shall, (a) in the case of disclosure to Safety Shot be references exclusively to the YerbaÃ© Disclosure Letter or this Agreement, and (b) in the case of disclosure to YerbaÃ© be references exclusively to the Safety Shot Disclosure Letter or this Agreement. Â 1.11Schedules Â The following schedules attached hereto are incorporated into and form an integral part of this Agreement: Â Schedule â€œAâ€ â€“ Arrangement Resolution Schedule â€œBâ€ â€“ Plan of Arrangement Â Article 2 THE ARRANGEMENT Â 2.1Arrangement Â YerbaÃ© and Safety Shot agree that the Arrangement will be implemented in accordance with the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement. In the event of any conflict between the terms of this Agreement and the Plan of Arrangement, the Plan of Arrangement shall govern. Â Â - 19 - Â 2.2Safety Shot Approval Â Safety Shot represents and warrants to YerbaÃ© that the Safety Shot Board has unanimously: Â (a)determined that the Arrangement, the Plan of Arrangement, this Agreement and the other transactions contemplated by this Agreement, including the issuance of the Consideration Shares, are fair to and in the best interests of Safety Shot and the Safety Shot Stockholders; Â Â Â (b)approved and declared advisable the Arrangement, the Plan of Arrangement, this Agreement and the other transactions contemplated by this Agreement, including the issuance of the Consideration Shares; and Â Â Â (c)directed that the Arrangement be submitted to the Safety Shot Stockholders and recommended the approval of the issuance of the Consideration Shares, by the Safety Shot Stockholders. Â 2.3YerbaÃ© Approval Â YerbaÃ© represents and warrants to Safety Shot that the YerbaÃ© Board has unanimously determined that: Â (a)the Arrangement is fair to the YerbaÃ© Shareholders from a financial point of view; Â Â Â (b)the Arrangement and entry into this Agreement are, as of the date of this Agreement, in the best interests of YerbaÃ©; and Â Â Â (c)subject to Section 4.4(a), it will unanimously recommend that the YerbaÃ© Shareholders vote in favour of the Arrangement Resolution. Â 2.4Interim Order Â As soon as reasonably practicable following the execution of this Agreement, but in any event no later than April 13, 2025, YerbaÃ© shall apply to the Court in a manner acceptable to Safety Shot, acting reasonably, pursuant to the BCBCA and prepare, file and diligently pursue an application to the Court of the Interim Order, which shall provide, among other things: Â (a)for the class of Persons to whom notice is to be provided in respect of the Arrangement and the YerbaÃ© Meeting and for the manner in which such notice is to be provided; Â Â Â (b)that the requisite approval for the Arrangement Resolution shall be (i) not less than 662/3% of the votes cast on the Arrangement Resolution by YerbaÃ© Shareholders entitled to vote and present in person or by proxy at the YerbaÃ© Meeting voting together as a single classÍ¾ (ii) if required under Applicable Law, a majority of the votes cast on the Arrangement Resolution by YerbaÃ© Shareholders (other than YerbaÃ© Interested Shareholders for the purpose of such vote) entitled to vote and present in person or represented by proxy at the YerbaÃ© Meeting, voting in accordance with Part 8 of MI 61-101Í¾ and (iii) any other shareholder approvals required by the TSXV; Â Â Â (c)that it is the intention of Safety Shot to rely upon Section 3(a)(10) of the U.S. Securities Act in connection with the offer and sale of Consideration Shares, in accordance with the Arrangement, based on the Courtâ€™s approval of the Arrangement, which approval through the issuance of the Final Order will constitute its determination of the fairness of the Arrangement; Â Â - 20 - Â (d)that the YerbaÃ© Meeting may be adjourned or postponed from time to time by the YerbaÃ© Board subject to the terms of this Agreement without the need for additional approval of the Court; Â Â Â (e)that the record date for YerbaÃ© Shareholders entitled to notice of and to vote at the YerbaÃ© Meeting will not change in respect of any adjournment(s) or postponements of the YerbaÃ© Meeting; Â Â Â (f)that, in all other respects, other than as ordered by the Court, the terms, conditions and restrictions of the constating documents of YerbaÃ©, including quorum requirements and other matters, shall apply in respect of the YerbaÃ© Meeting; Â Â Â (g)for the grant of the Dissent Rights to registered holders of YerbaÃ© Shares as set forth in the Plan of Arrangement; Â Â Â (h)for the notice requirements with respect to the presentation of the application to the Court for the Final Order; and Â Â Â (i)for such other matters as Safety Shot may reasonably require, subject to obtaining the prior consent of YerbaÃ©, such consent not to be unreasonably withheld, conditioned or delayed. Â 2.5Safety Shot Stockholder Meeting Â Subject to the terms of this Agreement and receipt of the Interim Order, Safety Shot shall: Â (a)convene and conduct the Safety Shot Meeting in accordance with its constating documents and Applicable Law, as soon as reasonably practicable, and in any event on or before May 20, 2025; Â Â Â (b)in consultation with YerbaÃ©, fix and publish a record date for the purposes of determining Safety Shot Stockholders entitled to receive notice of and vote at the Safety Shot Meeting and give notice to YerbaÃ© of the Safety Shot Meeting; Â Â Â (c)allow YerbaÃ©â€™s Representatives and counsel to attend the Safety Shot Meeting; Â Â Â (d)not adjourn, postpone or cancel (or propose or permit the adjournment, postponement or cancellation of) the Safety Shot Meeting without YerbaÃ©â€™s prior written consent (such consent not be unreasonably withheld, conditioned or delayed), except: Â (i)as required for quorum purposes (in which case the meeting shall be adjourned and not cancelled), by Applicable Law or by a Governmental Entity (including to comply with any comments made by the SEC with respect to the Safety Shot Proxy Statement) or by valid Safety Shot Stockholder action (which action is not solicited or proposed by Safety Shot or the Safety Shot Board); or Â Â Â (ii)as otherwise expressly permitted under this Agreement; Â Â - 21 - Â (e)provide YerbaÃ© with copies of or access to information regarding the Safety Shot Meeting, as requested from time to time by YerbaÃ©, generated by any dealer or proxy solicitation firm engaged by Safety Shot; Â Â Â (f)use commercially reasonable efforts to solicit proxies in favour of the Safety Shot Stockholder Matters; Â Â Â (g)promptly advise YerbaÃ©, at such times as YerbaÃ© may reasonably request, as to the aggregate tally of the proxies received by Safety Shot in respect of the Safety Shot Stockholder Matters; Â Â Â (h)unless otherwise agreed to in writing by YerbaÃ© or this Agreement is terminated in accordance with its terms or except as required by Applicable Law or by a Governmental Entity, Safety Shot shall continue to take all steps reasonably necessary to hold the Safety Shot Meeting and to cause the Safety Shot Stockholder Matters to be voted on at such meeting and shall not propose to adjourn or postpone the YerbaÃ© Meeting other than as contemplated by Section 2.5(d); and Â Â Â (i)not change the record date for the Safety Shot Stockholder entitled to vote at the Safety Shot Meeting in connection with any adjournment or postponement of the Safety Shot Meeting unless required by Applicable Law or by a Governmental Entity (including to comply with any comments made by the Securities Authorities with respect to the YerbaÃ© Proxy Statement) or with the written consent of YerbaÃ©, such consent not to be unreasonably withheld, conditioned or delayed. Â 2.6YerbaÃ© Shareholder Meeting Â Subject to the terms of this Agreement and receipt of the Interim Order, YerbaÃ© shall: Â (a)convene and conduct the YerbaÃ© Meeting in accordance with its constating documents, the Interim Order and Applicable Law, as soon as reasonably practicable, and in any event on or before May 20, 2025; Â Â Â (b)in consultation with Safety Shot, fix and publish a record date for the purposes of determining YerbaÃ© Shareholders entitled to receive notice of and vote at the YerbaÃ© Meeting and give notice to Safety Shot of the YerbaÃ© Meeting; Â Â Â (c)allow Safety Shotâ€™s Representatives and counsel to attend the YerbaÃ© Meeting; Â Â Â (d)not adjourn, postpone or cancel (or propose or permit the adjournment, postponement or cancellation of) the YerbaÃ© Meeting without Safety Shotâ€™s prior written consent (such consent not be unreasonably withheld, conditioned or delayed), except: Â (i)as required for quorum purposes (in which case the meeting shall be adjourned and not cancelled), by Applicable Law or by a Governmental Entity (including to comply with any comments made by the Securities Authorities or the TSXV with respect to the YerbaÃ© Proxy Statement) or by valid YerbaÃ© Shareholder action (which action is not solicited or proposed by YerbaÃ© or the YerbaÃ© Board); or Â Â Â (ii)as otherwise expressly permitted under this Agreement; Â Â - 22 - Â (e)provide Safety Shot with copies of or access to information regarding the YerbaÃ© Meeting, as requested from time to time by Safety Shot, generated by any dealer or proxy solicitation firm engaged by YerbaÃ©; Â Â Â (f)use commercially reasonable efforts to solicit proxies in favour of the Arrangement Resolution; Â Â Â (g)promptly advise Safety Shot, at such times as Safety Shot may reasonably request, as to the aggregate tally of the proxies received by YerbaÃ© in respect of the Arrangement Resolution; Â Â Â (h)promptly advise Safety Shot of any written communication from any YerbaÃ© Shareholder in opposition to the Arrangement, written notice of dissent, purported exercise or withdrawal of Dissent Rights, and written communications sent by or on behalf of YerbaÃ© to any YerbaÃ© Shareholder exercising or purporting to exercise Dissent Rights; Â Â Â (i)not make any payment or settlement offer, or agree to any payment or settlement prior to the Effective Time with respect to Dissent Rights without the prior written consent of Safety Shot; Â Â Â (j)notwithstanding the receipt of an Acquisition Proposal or a Change in Recommendation, unless otherwise agreed to in writing by Safety Shot or this Agreement is terminated in accordance with its terms or except as required by Applicable Law or by a Governmental Entity, YerbaÃ© shall continue to take all steps reasonably necessary to hold the YerbaÃ© Meeting and to cause the Arrangement Resolution to be voted on at such meeting and shall not propose to adjourn or postpone the YerbaÃ© Meeting other than as contemplated by Section 2.6(d); and Â Â Â (k)not change the record date for the YerbaÃ© Shareholders entitled to vote at the YerbaÃ© Meeting in connection with any adjournment or postponement of the YerbaÃ© Meeting unless required by Applicable Law or by a Governmental Entity (including to comply with any comments made by the Securities Authorities with respect to the YerbaÃ© Proxy Statement) or with the written consent of Safety Shot, such consent not to be unreasonably withheld, conditioned or delayed. Â 2.7Safety Shot Circular Â (a)Safety Shot shall as soon as reasonably practicable following the date of this Agreement (but taking into account the need for YerbaÃ© to provide the YerbaÃ© Circular Disclosure) prepare and complete, in consultation with YerbaÃ©, the Safety Shot Circular together with any other documents required by Applicable Law in connection with the Safety Shot Meeting and the Safety Shot Stockholder Matters, including obtaining the Safety Shot Fairness Opinion for inclusion in the Safety Shot Circular, and Safety Shot shall, after receipt of YerbaÃ© of the Interim Order, cause the Safety Shot Circular and such other documents to be sent to each Safety Shot Stockholder (if applicable) and any other Person as required by Applicable Law, in each case so as to permit the Safety Shot Meeting to be held by the date specified in Section 2.5(a). Â Â - 23 - Â (b)On the date of mailing or delivery thereof, Safety Shot shall ensure that the Safety Shot Circular complies in all material respects with all Applicable Laws and, without limiting the generality of the foregoing, shall ensure that the Safety Shot Circular will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading (except that Safety Shot shall not be responsible for the accuracy of any YerbaÃ© Circular Disclosure). Â Â Â (c)The Safety Shot Circular shall contain (i) to the extent required by Applicable Law, a summary and copy of the Safety Shot Fairness Opinion and (ii) a statement that the Safety Shot Board has received the Safety Shot Fairness Opinion and has, after evaluation in consultation with Safety Shotâ€™s management and legal and financial advisors and considering a number of factors, unanimously recommended to Safety Shot Stockholders that they vote in favour of the Safety Shot Stockholder Matters. Â Â Â (d)YerbaÃ© shall provide to Safety Shot in writing the YerbaÃ© Circular Disclosure to be included by Safety Shot in the Safety Shot Circular not less than ten (10) Business Days before the mailing date of the Safety Shot Circular and shall ensure that at the time of the mailing, such information does not contain any misrepresentation and complies in all material respects with Applicable Law. Â Â Â (e)YerbaÃ© hereby indemnifies and saves harmless Safety Shot, the Safety Shot Subsidiaries and their respective Representatives from and against any and all Liabilities, claims, demands, losses, costs, Damages and expenses to which Safety Shot, any Safety Shot Subsidiary or any of their respective Representatives may be subject or may suffer as a result of, or arising from, any misrepresentation or alleged misrepresentation contained in the YerbaÃ© Circular Disclosure included in the Safety Shot Circular that was provided by YerbaÃ© in writing for inclusion in the Safety Shot Circular pursuant to Section (d), including as a result of any order made, or any inquiry, investigation or proceeding instituted by any Securities Authority or other Governmental Entity based on such a misrepresentation or alleged misrepresentation. Â Â Â (f)YerbaÃ© and its legal counsel shall be given a reasonable opportunity to review and comment on drafts of the Safety Shot Circular and related documents prior to the Safety Shot Circular being printed and mailed to the Safety Shot Stockholders, and reasonable consideration shall be given to any comments made by YerbaÃ© and its legal counsel, provided that all information relating solely to YerbaÃ© and its Affiliates included in the Safety Shot Circular shall be in form and content approved in writing by YerbaÃ©, acting reasonably. Safety Shot shall provide YerbaÃ© with final copies of the Safety Shot Circular prior to the mailing to Safety Shot Stockholders. Â Â Â (g)Each Party shall promptly notify the other Party if it becomes aware that the Safety Shot Circular contains a misrepresentation or otherwise requires an amendment or supplement and the Parties shall co-operate in the preparation of any amendment or supplement to the Safety Shot Circular as required or appropriate and Safety Shot shall promptly mail or otherwise publicly disseminate (if required under Applicable Law) any amendment or supplement to the Safety Shot Circular to the Safety Shot Stockholders. Â Â - 24 - Â 2.8YerbaÃ© Circular Â (a)YerbaÃ© shall as soon as reasonably practicable following the date of this Agreement (but taking into account the need for Safety Shot to provide the Safety Shot Circular Disclosure) prepare and complete, in consultation with Safety Shot, the YerbaÃ© Circular together with any other documents required by Applicable Law in connection with the YerbaÃ© Meeting and the Arrangement, including obtaining the YerbaÃ© Fairness Opinion for inclusion in the YerbaÃ© Circular, and YerbaÃ© shall, after obtaining the Interim Order, cause the YerbaÃ© Circular and such other documents to be sent to each YerbaÃ© Shareholder (if applicable) and any other Person as required by the Interim Order and Applicable Law, in each case so as to permit the YerbaÃ© Meeting to be held by the date specified in Section 2.6(a). Â Â Â (b)On the date of mailing or delivery thereof, YerbaÃ© shall ensure that the YerbaÃ© Circular complies in all material respects with all Applicable Law and the Interim Order and shall contain sufficient detail to permit YerbaÃ© Shareholders to form a reasoned judgment concerning the matters to be placed before them at the YerbaÃ© Meeting, and, without limiting the generality of the foregoing, shall ensure that the YerbaÃ© Circular will not contain any misrepresentation (except that YerbaÃ© shall not be responsible for the accuracy of any Safety Shot Circular Disclosure). The YerbaÃ© Circular shall also contain such information as may be required to allow Safety Shot to rely upon the exemption from registration provided under Section 3(a)(10) of the U.S. Securities Act with respect to the offer and sale of the Consideration Shares, pursuant to the Arrangement. Â Â Â (c)The YerbaÃ© Circular shall contain (i) to the extent required by Applicable Law, a summary and copy of the YerbaÃ© Fairness Opinion, (ii) a statement that the YerbaÃ© Board has received the YerbaÃ© Fairness Opinion and has, after receiving legal and financial advice, unanimously determined that the Arrangement is fair to the YerbaÃ© Shareholders and that the Arrangement and entry into this Agreement are in the best interests of YerbaÃ©; and (iii) subject to Section Article 4 and any Change in Recommendation, contain the unanimous recommendation of the YerbaÃ© Board to YerbaÃ© Shareholders that they vote in favour of the Arrangement Resolution (the â€œYerbaÃ© Board Recommendationâ€). Â Â Â (d)Safety Shot shall provide to YerbaÃ© in writing the Safety Shot Circular Disclosure to be included by YerbaÃ© in the YerbaÃ© Circular not less than ten (10) Business Days before the mailing date of the YerbaÃ© Circular and shall ensure that at the time of the mailing, such information does not contain any misrepresentation and complies in all material respects with Applicable Law. Â Â Â (e)Safety Shot hereby indemnifies and saves harmless YerbaÃ©, the YerbaÃ© Subsidiaries and their respective Representatives from and against any and all Liabilities, claims, demands, losses, costs, Damages and expenses to which YerbaÃ©, any YerbaÃ© Subsidiary or any of their respective Representatives may be subject or may suffer as a result of, or arising from, any misrepresentation or alleged misrepresentation contained in the Safety Shot Circular Disclosure included in the YerbaÃ© Circular that was provided by Safety Shot in writing for inclusion in the YerbaÃ© Circular pursuant to Section 2.8(d), including as a result of any order made, or any inquiry, investigation or proceeding instituted by any Securities Authority or other Governmental Entity based on such a misrepresentation or alleged misrepresentation. Â Â - 25 - Â (f)At the reasonable request of Safety Shot from time to time, YerbaÃ© shall, or shall direct its registrar and transfer agent to, provide Safety Shot with a list (in either written or electronic form or both) of: (i) the registered YerbaÃ© Shareholders, together with their addresses and respective holdings of YerbaÃ© Shares; (ii) the names and addresses and holdings of all Persons having rights issued by YerbaÃ© to acquire YerbaÃ© Shares; and (iii) participants and book-based nominee registrants such as CDS & Co., CEDE & Co. and DTC, and nonobjecting beneficial owners of securities in YerbaÃ©, together with their addresses and respective holdings of securities in YerbaÃ©. YerbaÃ© shall from time to time require that its registrar and transfer agent furnish Safety Shot with such additional information, including updated or additional lists of YerbaÃ© Shareholders and lists of holdings and other assistance as Safety Shot may reasonably request. Â Â Â (g)Safety Shot and its legal counsel shall be given a reasonable opportunity to review and comment on drafts of the YerbaÃ© Circular and related documents prior to the YerbaÃ© Circular being printed and mailed to the YerbaÃ© Shareholders, and reasonable consideration shall be given to any comments made by Safety Shot and its legal counsel, provided that all information relating solely to Safety Shot and its Affiliates included in the YerbaÃ© Circular shall be in form and content approved in writing by Safety Shot, acting reasonably. YerbaÃ© shall provide Safety Shot with final copies of the YerbaÃ© Circular prior to the mailing to YerbaÃ© Shareholders. Â Â Â (h)Each Party shall promptly notify the other Party if it becomes aware that the YerbaÃ© Circular contains a misrepresentation or otherwise requires an amendment or supplement and the Parties shall co-operate in the preparation of any amendment or supplement to the YerbaÃ© Circular as required or appropriate and YerbaÃ© shall promptly mail or otherwise publicly disseminate (if required under Applicable Law) any amendment or supplement to the YerbaÃ© Circular to the YerbaÃ© Shareholders. Â 2.9Final Order Â If: (a) the Interim Order is obtained; and (b) the Arrangement Resolution is passed at the YerbaÃ© Meeting by YerbaÃ© Shareholders as provided for in the Interim Order and as required by Applicable Law, subject to the terms of this Agreement, and the Arrangement is approved at the Safety Shot Meeting by Safety Shot Shareholders, YerbaÃ© shall take all steps necessary or desirable to submit the Arrangement to the Court and use commercially reasonable efforts to pursue an application for the Final Order pursuant to the BCBCA as soon as reasonably practicable, but in any event not later than ten (10) Business Days after the YerbaÃ© Shareholder Approval is obtained. Â Â - 26 - Â 2.10Court Proceedings Â Subject to the terms of this Agreement, Safety Shot shall cooperate with and assist YerbaÃ© in seeking the Interim Order and the Final Order, including by providing to YerbaÃ©, on a timely basis, any information reasonably required to be supplied by Safety Shot in connection therewith. YerbaÃ© shall provide Safety Shotâ€™s legal counsel with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, and will give reasonable consideration to all such comments. Subject to Applicable Law, YerbaÃ© shall not file any material with the Court in connection with the Arrangement or serve any such material, and shall not agree to modify or amend materials so filed or served, except as contemplated by this Section 2.10 or with Safety Shotâ€™s prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; provided that, nothing herein shall require Safety Shot to agree or consent to any increase in or variation in the form of Consideration or other modification or amendment to such filed or served materials that expands or increases Safety Shotâ€™s obligations, or diminishes or limits Safety Shotâ€™s rights, set forth in any such filed or served materials or under this Agreement or the Arrangement. YerbaÃ© shall also provide to Safety Shotâ€™s legal counsel on a timely basis, copies of any notice of appearance, evidence or other Court documents served on YerbaÃ© in respect of the application for the Interim Order or the Final Order or any appeal therefrom and of any notice, whether written or oral, received by YerbaÃ© indicating any intention to oppose the granting of the Interim Order or the Final Order or to appeal the Interim Order or the Final Order. YerbaÃ© shall ensure that all materials filed with the Court in connection with the Arrangement are consistent with the terms of this Agreement and the Plan of Arrangement. In addition, YerbaÃ© shall not object to Safety Shotâ€™s legal counsel making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate, provided that YerbaÃ© is advised of the nature of any submissions prior to the hearing and such submissions are consistent in all material respects with this Agreement and the Plan of Arrangement. YerbaÃ© shall also oppose any proposal from any party that the Final Order contain any provision inconsistent with this Agreement, and, if at any time after the issuance of the Final Order and prior to the Effective Date, YerbaÃ© is required by the terms of the Final Order or by Applicable Law to return to Court with respect to the Final Order, it shall do so after notice to, and in consultation and cooperation with, Safety Shot. Â 2.11U.S. Securities Law Matters Â The Parties agree that the Arrangement will be carried out with the intention that all Consideration Shares, issued under the Arrangement, will be offered and sold by Safety Shot in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereunder and exemptions under U.S. Securities Laws of applicable states, territories and possessions of the United States and the District of Columbia. In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act and to facilitate Safety Shotâ€™s compliance with other U.S. Securities Laws, the Parties agree that the Arrangement will be carried out on the following basis: Â (a)the Court will be asked to approve the procedural and substantive fairness of the terms and conditions of the Arrangement; Â Â Â (b)prior to the issuance of the Interim Order, the Court will be advised of the intention of Safety Shot to rely on the exemption provided by Section 3(a)(10) of the U.S. Securities Act with respect to the issuance of Consideration Shares, pursuant to the Arrangement, based on the Courtâ€™s approval of the Arrangement; Â Â Â (c)prior to the issuance of the Interim Order, YerbaÃ© will file with the Court a draft copy of the proposed text of the YerbaÃ© Circular together with any other documents required by Applicable Law in connection with the YerbaÃ© Meeting; Â Â Â (d)the Court will be advised that its approval of the Arrangement will be relied upon as a determination that the Court has satisfied itself as to the procedural and substantive fairness of the terms and conditions of the Arrangement to all Persons who are entitled to receive Consideration Shares pursuant to the Arrangement; Â Â Â (e)YerbaÃ© will ensure that each YerbaÃ© Shareholder and any other Person entitled to receive Consideration Shares, pursuant to the Arrangement, will be given adequate and appropriate notice advising them of their right to attend the hearing of the Court to approve the procedural and substantive fairness of the terms and conditions of the Arrangement and providing them with sufficient information necessary for them to exercise that right; Â Â - 27 - Â (f)the Final Order will expressly state that (i) the terms and conditions of the issuance and exchange of the Consideration Shares is fair, both procedurally and substantively, to those to whom such shares will be issued, (ii) the terms and conditions of such issuance and exchange is approved by the Court, and (iii) the Arrangement is approved by the Court as being procedurally and substantively fair to all Persons entitled to receive Consideration Shares, pursuant to the Arrangement; Â Â Â (g)the Interim Order will specify that each Person entitled to receive Consideration Shares, pursuant to the Arrangement, will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement; Â Â Â (h)the Court will hold a hearing before approving the fairness of the terms and conditions of the Arrangement and issuing the Final Order; Â (i)all Consideration Shares, issued to Persons in the United States, will be registered or qualified under the securities laws of each state, territory or possession of the United States and the District of Columbia in which any Person receiving such securities is located, unless an exemption from such state securities law registration or qualification requirements is available. In addition, the issuer of any Consideration Shares, issued to a Person in any state, territory or possession of the United States and the District of Columbia, shall comply with any issuer broker-dealer registration requirement applicable in that state, territory or possession or the District of Columbia, unless an exemption from such issuer broker-dealer registration requirement is available; and Â (j)With respect to the resale of Consideration Shares issued to YerbaÃ© shareholders that are Affiliates of Safety Shot immediately following the Effective Date, Safety Shot shall file, as applicable, a registration statement on Form S-3 or such other appropriate form with the SEC within sixty (60) days following the Effective Date in order to register under the U.S. Securities Act the resale of such Consideration Shares. With respect to the YerbaÃ© Options being assumed and exchanged by Safety Shot and the Safety Shot Shares issuable upon exercise of the YerbaÃ© Options being assumed and exchanged by Safety Shot, Safety Shot shall use its commercially reasonable efforts to file with the SEC and cause a registration statement on Form S-8 or such other appropriate form to be declared effective as soon as practicable following the Effective Date. Â 2.12Effective Date Â The Arrangement shall become effective at the Effective Time on the Effective Date. The Parties shall use their commercially reasonable efforts to cause the Effective Date to occur on or about June 3, 2025 or as soon thereafter as reasonably practicable and, in any event, by the Outside Date. Â 2.13Closing Â The closing of the Arrangement will take place at the offices of legal counsel to Safety Shot, or at such other location as may be agreed upon by the Parties. Â Â - 28 - Â 2.14Payment and Allocation of Consideration Shares Â Safety Shot will, following receipt by YerbaÃ© of the Final Order and prior to the Effective Time, deposit in escrow with the Depositary (the terms and conditions of such escrow to be satisfactory to the Parties, acting reasonably) the Consideration Shares evidencing Safety Shotâ€™s obligations with respect to the Consideration. In no event shall Safety Shot be required to issue a fractional Consideration Share. Where the aggregate number of Consideration Shares under the Arrangement would result in a fraction of a Consideration Share being issuable, the number of Consideration Shares to be issued shall be rounded to the nearest whole Consideration Share. Â 2.15Incentive Plan Matters Â The YerbaÃ© Board shall exercise its discretion under the Incentive Plan (to the extent permitted thereunder) to accelerate the vesting of all YerbaÃ© Options, YerbaÃ© PSUs, and YerbaÃ© RSUs issued thereunder effective on or prior to the Effective Time. YerbaÃ© shall take all reasonable steps as may be necessary or desirable to facilitate the exchange of all outstanding YerbaÃ© Options in accordance with the terms of the Plan of Arrangement and the Incentive Plan, such that Safety Shot will assume the YerbaÃ© Options on the same terms granted to the YerbaÃ© Optionholders, as adjusted to account for the Exchange Ratio. The Parties acknowledge that the YerbaÃ© Options, YerbaÃ© PSUs and YerbaÃ© RSUs shall be dealt with in the manner set forth in the Plan of Arrangement. Â 2.16Convertible Securities Â The Parties acknowledge that Safety Shot will assume all obligations of YerbaÃ© in connection with all outstanding YerbaÃ© Warrants and the Convertible Debentures. Â 2.17Indemnities and Directorsâ€™ and Officersâ€™ Insurance Â (a)Safety Shot agrees that: (i) after the Effective Time, Safety Shot, YerbaÃ© and any successor to YerbaÃ© will not take any action to terminate or materially adversely affect indemnities provided or available to or in favour of past and present officers and directors of YerbaÃ© and the YerbaÃ© Subsidiaries pursuant to the provisions of the articles, by-laws or other constating documents of YerbaÃ© or any YerbaÃ© Subsidiary, applicable corporate legislation and any written indemnity agreements which have been entered into between YerbaÃ© and past and present officers and directors of YerbaÃ© and the YerbaÃ© Subsidiaries effective on or prior to the date hereof (the forms of which were provided in the YerbaÃ© Information); and (ii) immediately prior to the Effective Time, Safety Shot will make arrangements satisfactory to the YerbaÃ© Board, acting reasonably, to secure the obligations under such written indemnity agreements. Â (b)Prior to the Effective Date, YerbaÃ© will, at the sole expense of Safety Shot, secure â€œrun-offâ€ directorsâ€™ and officersâ€™ liability insurance for the current and former directors and officers of YerbaÃ© and the YerbaÃ© Subsidiaries, covering claims made or reported within six (6) years after the Effective Date, which has a scope and coverage substantially similar in scope and coverage to that provided pursuant to YerbaÃ©â€™s current directors and officers insurance policy, including coverage for any claims arising from completion of the Arrangement and related transactions, and Safety Shot will not take any action, or cause YerbaÃ© to take any action, to adversely affect or terminate such directorsâ€™ and officersâ€™ liability insurance; provided that the cost of such policies shall not exceed 300% of the current annual premium for the YerbaÃ© directors and officers insurance. Â Â - 29 - Â 2.18Withholding Taxes Â Safety Shot, YerbaÃ©, and the Depositary, as applicable, shall be entitled to deduct and withhold, or direct Safety Shot, YerbaÃ©, or the Depositary to deduct and withhold on their behalf, from any consideration otherwise payable or otherwise deliverable to any YerbaÃ© Shareholders under the Plan of Arrangement such amounts as Safety Shot, YerbaÃ©, or the Depositary, as applicable, are required or reasonably believe to be required to deduct and withhold from such consideration under any provision of any Applicable Law in respect of Taxes. Any such amounts will be deducted, withheld and remitted from the consideration payable pursuant to the Plan of Arrangement and shall be treated for all purposes under this Agreement as having been paid to YerbaÃ© Shareholders in respect of which such deduction, withholding and remittance was made. Â Article 3 COVENANTS Â 3.1Covenants of YerbaÃ© Regarding the Conduct of Business Â YerbaÃ© covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except as required or permitted by this Agreement, as required by Applicable Law, Governmental Entity or existing Contract or unless Safety Shot otherwise agrees in writing (such agreement not to be unreasonably withheld, conditioned or delayed): Â (a)other than as set out in Schedule 3.1(a) of the YerbaÃ© Disclosure Letter, YerbaÃ© shall and shall cause each of the YerbaÃ© Subsidiaries to: (i) in all material respects conduct the business of YerbaÃ© and the YerbaÃ© Subsidiaries (taken as a whole) only in, and not take any action except in, the ordinary course of business consistent with past practice; and (ii) use commercially reasonable efforts to preserve intact the present business organization, goodwill, business relationships and assets of YerbaÃ© and the YerbaÃ© Subsidiaries (taken as a whole) and to keep available the services of their officers and Employees as a group; Â (b)without limiting the generality of Section 3.1(a), YerbaÃ© shall not, and shall cause each of the YerbaÃ© Subsidiaries not to, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, directly or indirectly: Â (i)amend or propose to amend its articles, notice of articles or other constating documents, including partnership agreements of the YerbaÃ© Subsidiaries; Â (ii)declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) in respect of any YerbaÃ© Shares; Â (iii)other than as set out in Schedule 3.1(b) of the YerbaÃ© Disclosure Letter, issue, sell, grant, award, pledge, dispose of or otherwise encumber or agree to issue, sell, grant, award, pledge, dispose of or otherwise encumber any YerbaÃ© Shares or other equity or voting interests or any options, stock appreciation rights, warrants, calls, conversion or exchange privileges or rights of any kind to acquire (whether on exchange, exercise, conversion or otherwise) any YerbaÃ© Shares or other equity or voting interests or other securities or any shares of the YerbaÃ© Subsidiaries; Â Â - 30 - Â (iv)split, combine or reclassify any outstanding YerbaÃ© Shares or the securities of any of the YerbaÃ© Subsidiaries; Â (v)redeem, purchase or otherwise acquire or offer to purchase or otherwise acquire YerbaÃ© Shares or other securities of YerbaÃ© or any securities of the YerbaÃ© Subsidiaries; Â (vi)amend the terms of any securities of YerbaÃ© or any of the YerbaÃ© Subsidiaries; Â (vii)adopt or propose a plan of liquidation or resolutions providing for the liquidation or dissolution of YerbaÃ© or any of the YerbaÃ© Subsidiaries; Â (viii)reorganize, amalgamate or merge YerbaÃ© or the YerbaÃ© Subsidiaries with any other Person; Â (ix)sell, pledge, assign, lease, dispose of, mortgage, licence, encumber or otherwise transfer or agree to sell, pledge, assign, lease, dispose of, mortgage, licence, encumber or otherwise transfer or suffer to exist any encumbrance, Lien, or other security agreement or similar arrangement in regards to any assets of YerbaÃ© or any of the YerbaÃ© Subsidiaries or any interest in any assets of YerbaÃ© or any of the YerbaÃ© Subsidiaries, except in the ordinary course of business consistent with past practice and subject to a maximum (in terms of value of such assets or interests therein) of $100,000 (whether individually or in the aggregate); Â (x)acquire (by merger, consolidation, acquisition of stock or assets or otherwise) or agree to acquire, directly or indirectly, in one transaction or in a series of related transactions, any Person, or make any investment or agree to make any investment, directly or indirectly, in one transaction or in a series of related transactions, either by purchase of shares or securities, contributions of capital (other than to wholly-owned Subsidiaries), property transfer or purchase of any property or assets of any other Person, other than pursuant to acquisitions in the ordinary course of business consistent with past practice that do not have a purchase or subscription price greater than $100,000 in the aggregate (including any assumed indebtedness); Â (xi)incur any capital expenditures or enter into any agreement obligating YerbaÃ© or the YerbaÃ© Subsidiaries to provide for future capital expenditures other than budgeted capital expenditures that (A) have been approved by the YerbaÃ© Board prior to the date of this Agreement; or (B) do not exceed $100,000 in the aggregate; Â (xii)make any changes in financial accounting methods, principles, policies or practices, except as required, in each case, by U.S. GAAP or by Applicable Law; Â (xiii)reduce the stated capital of the shares of YerbaÃ© or any of the YerbaÃ© Subsidiaries; Â Â - 31 - Â (xiv)other than in respect of pre-existing indebtedness of any Person acquired by YerbaÃ© in acquisitions permitted by Section 3.1(b)(x) or capital expenditures permitted by Section 3.1(b)(xi), incur, create, assume or otherwise become liable for any indebtedness for borrowed money or any other material liability or obligation or issue any debt securities, or guarantee, endorse or otherwise become responsible for, the obligations of any other Person or make any loans or advances; Â (xv)pay, discharge, settle, satisfy, compromise, waive, assign or release any claims, rights, Liabilities or obligations (including any litigation, proceeding or investigation by any Governmental Entity) other than: Â (A)the payment, discharge or satisfaction, in the ordinary course of business, of Liabilities reflected or reserved against in YerbaÃ©â€™s financial statements (or in those of any of the YerbaÃ© Subsidiaries) or incurred in the ordinary course of business; or Â (B)payment of any fees related to the Arrangement; Â (xvi)amend or modify in any material respect or terminate or waive any material right under any YerbaÃ© Material Contract or enter into any contract or agreement that would be an YerbaÃ© Material Contract if in effect on the date hereof; Â (xvii)enter into or terminate any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or other financial instruments or like transaction, other than in the ordinary course of business consistent with past practice; Â (xviii)materially change the business carried on by YerbaÃ© and the YerbaÃ© Subsidiaries, as a whole; Â (xix)other than as set out in Schedule 3.1(b) of the YerbaÃ© Disclosure Letter, (A) grant, accelerate, or increase any severance, change of control or termination pay to (or amend any existing arrangement relating to the foregoing with) any director, officer or Employee of YerbaÃ© or any of the YerbaÃ© Subsidiaries; (B) grant, accelerate, or increase any payment, award (equity or otherwise) or other benefits payable to, or for the benefit of, any director, officer or Employee of YerbaÃ© or any of the YerbaÃ© Subsidiaries; (C) increase the coverage, contributions, funding requirements or benefits available under any Employee Plan or create any new plan which would be considered to be an Employee Plan once created; (D) increase compensation (in any form), bonus levels or other benefits payable to any director, officer, Employee or consultant of YerbaÃ© or any of the YerbaÃ© Subsidiaries or grant any general increase in the rate of wages, salaries, bonuses or other remuneration, except in the ordinary course of business consistent with past practice; (E) make any material determination under any Employee Plan that is not in the ordinary course of business consistent with past practice; or (F) take or propose any action to effect any of the foregoing; Â Â - 32 - Â (xx)other than as set out in Schedule 3.1(b) of the YerbaÃ© Disclosure Letter, make any bonus or profit sharing distribution or similar payment of any kind; Â (xxi)terminate the employment of any officer or senior executive holding a title of Vice President or above, except for cause; Â (xxii)take any action or fail to take any action which action or failure to act would reasonably be expected to cause any Governmental Entities to institute proceedings for the suspension of, or the revocation or limitation of rights under, any material authorizations necessary to conduct its businesses as now conducted, and use its commercially reasonable efforts to maintain such authorizations; or Â (xxiii)other than as contemplated by this Agreement, take any action or series of actions that cause or would reasonably be expected to cause the YerbaÃ© Shares to cease being traded on the TSXV; Â (c)YerbaÃ© shall use all commercially reasonable efforts to cause its current insurance (or re-insurance) policies maintained by YerbaÃ© or any of the YerbaÃ© Subsidiaries not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and reinsurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect; provided that neither YerbaÃ© nor any of the YerbaÃ© Subsidiaries shall obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months; Â (d)YerbaÃ© and each of the YerbaÃ© Subsidiaries shall: Â (i)not take any action inconsistent with past practice relating to the filing of any Tax Return or the withholding, collecting, remitting and payment of any Tax, except as may be required by Applicable Law; Â (ii)not amend any Tax Return or change any of its methods of reporting income, deductions or accounting for income Tax purposes from those employed in the preparation of its income tax return for the taxation year ended December 31, 2023, except as may be required by Applicable Law; Â (iii)not make or revoke any material election relating to Taxes, other than any election that has yet to be made in respect of any event or circumstance occurring prior to the date of the Agreement; Â (iv)not enter into any Tax sharing, Tax allocation, Tax related waiver or Tax indemnification agreement; Â (v)not settle (or offer to settle) any Tax claim, audit, proceeding or re-assessment that would reasonably be expected to be material to YerbaÃ©; Â (vi)keep Safety Shot reasonably informed, on a current basis, of any events, discussions, notices or changes with respect to any Tax investigation (other than ordinary course communications which could not reasonably be expected to be material to YerbaÃ© and the YerbaÃ© Subsidiaries, taken as a whole); Â Â - 33 - Â (vii)not, and will cause the YerbaÃ© Subsidiaries not to, make any â€œinvestmentsâ€ (as defined for purposes of Section 212.3 of the Tax Act) in any corporation that is a â€œforeign affiliateâ€ (as defined in the Tax Act) of YerbaÃ© and/or any of the YerbaÃ© Subsidiaries; and Â (viii)not undertake or participate in any transaction or series of transactions (other than the implementation and fulfillment of the transactions contemplated in this Agreement and the Plan of Arrangement) that could have the effect of materially reducing or eliminating the amount of the tax cost â€œbumpâ€ pursuant to paragraphs 88(1)(c) and (d) of the Tax Act otherwise available to Safety Shot or its successors or assigns in respect of non-depreciable capital property owned by YerbaÃ© or any YerbaÃ© Subsidiary on the Effective Date; and Â (e)YerbaÃ© shall not authorize, agree to, propose, enter into or modify any contract, agreement, commitment or arrangement, to do any of the matters prohibited by the other subsections of this Section 3.1 or resolve to do so. Â 3.2Covenants of Safety Shot Regarding the Conduct of Business Â Safety Shot covenants and agrees that during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except as required or permitted by this Agreement, as required by Applicable Law, Governmental Entity or existing Contract or unless YerbaÃ© shall otherwise agree in writing (such agreement not to be unreasonably withheld, conditioned or delayed): Â (a)other than as set out in Schedule 3.2(a) of the Safety Shot Disclosure Letter, Safety Shot shall and shall cause each of the Safety Shot Subsidiaries to: (i) in all material respects conduct the business of Safety Shot and the Safety Shot Subsidiaries (taken as a whole) only in, and not take any action except in, the ordinary course of business consistent with past practice; and (ii) use commercially reasonable efforts to preserve intact the present business organization, goodwill, business relationships and assets of Safety Shot and the Safety Shot Subsidiaries (taken as a whole) and to keep available the services of their officers and Employees as a group; Â (b)without limiting the generality of Section 3.2(a), Safety Shot shall not, directly or indirectly: Â (i)amend or propose to amend its articles, by-laws or other constating documents, other than to effect a split or consolidation of the issued and outstanding Safety Shot Shares; Â (ii)other than as set out in Schedule 3.2(b)(ii) of the Safety Shot Disclosure Letter, declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) in respect of any Safety Shot Shares; Â (iii)other than as set out in Schedule 3.2(b)(iii) of the Safety Shot Disclosure Letter, issue, sell, grant, award or pledge or agree to issue, sell, grant, award or pledge any Safety Shot Shares or securities convertible into or exchangeable for Safety Shot Shares, other than in connection with the Arrangement, Safety Shot Shares issuable pursuant to the terms of outstanding options and other convertible securities of Safety Shot, securities granted or issued pursuant to Safety Shotâ€™s equity compensation plans in the ordinary course of business and consistent with past practice and Safety Shot Shares issued as part of the purchase price in connection with the acquisition of shares or assets of another business by Safety Shot, directly or indirectly, by merger or otherwise; Â Â - 34 - Â (iv)redeem, purchase or otherwise acquire or offer to purchase or otherwise acquire Safety Shot Shares or other securities of Safety Shot, other than ordinary course purchases of Safety Shot Shares made in the public markets and at then prevailing market price; Â (v)adopt or propose a plan of liquidation or resolutions providing for the liquidation or dissolution of Safety Shot; Â (vi)merge Safety Shot with any other Person that is not a wholly-owned Subsidiary of Safety Shot; Â (vii)sell, pledge, lease, dispose of, mortgage, licence, encumber or otherwise transfer or agree to sell, pledge, lease, dispose of, mortgage, licence, encumber or otherwise transfer all or substantially all of the assets of Safety Shot and the Safety Shot Subsidiaries (on a consolidated basis); Â (viii)reduce the stated capital of the shares of Safety Shot; Â (ix)materially change the business carried on by Safety Shot and the Safety Shot Subsidiaries, taken as a whole; Â (x)take any action or fail to take any action which action or failure to act would reasonably be expected to cause any Governmental Entities to institute proceedings for the suspension of, or the revocation or limitation of rights under, any material authorizations necessary to conduct its businesses as now conducted, and use its commercially reasonable efforts to maintain such authorizations; or Â (xi)take any action or series of actions that cause or would reasonably be expected to cause the Safety Shot Shares to cease being traded on the NASDAQ; and Â (c)Safety Shot shall not authorize, agree to, propose, enter into or modify any contract, agreement, commitment or arrangement, to do any of the matters prohibited by the other subsections of this Section 3.2 or resolve to do so. Â 3.3Covenants of Safety Shot Regarding Blue-Sky Laws Â Safety Shot shall use its commercially reasonable efforts to ensure that the Consideration Shares to be issued pursuant to the Arrangement shall, at the Effective Time, either be registered or qualified under all applicable U.S. Securities Laws, or exempt from such registration and qualification requirements. Â Â - 35 - Â 3.4Mutual Covenants Regarding the Arrangement Â Each of the Parties covenants and agrees that, subject to the terms and conditions of this Agreement, during that period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms: Â (a)it shall use its commercially reasonable efforts to, and shall cause its Subsidiaries to use all commercially reasonable efforts to, satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder as set forth in Article 6 to the extent the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Law to complete the Arrangement, including using its commercially reasonable efforts to promptly: (i) obtain all necessary and material waivers, consents and approvals required to be obtained by it from parties to any Contracts; (ii) obtain all necessary and material Authorizations as are required to be obtained by it or any of its Subsidiaries under Applicable Law; (iii) fulfill all conditions and satisfy all provisions of this Agreement and the Arrangement; and (iv) co-operate with the other Party in connection with the performance by it and its Subsidiaries of their obligations hereunder; Â (b)it shall not take any action, shall refrain from taking any action, and shall not permit any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to, individually or in the aggregate, materially impede or materially delay the consummation of the Arrangement or the other transactions contemplated herein; Â (c)it shall use commercially reasonable efforts to: (i) defend all lawsuits or other legal, regulatory or other proceedings against itself or any of its Subsidiaries challenging or affecting this Agreement or the consummation of the transactions contemplated hereby; (ii) appeal, overturn or have lifted or rescinded any injunction or restraining order or other order, including orders, relating to itself or any of its Subsidiaries which may materially adversely affect the ability of the Parties to consummate the Arrangement; and (iii) appeal or overturn or otherwise have lifted or rendered non-applicable in respect of the Arrangement, any Applicable Law that makes consummation of the Arrangement illegal or otherwise prohibits or enjoins YerbaÃ© or Safety Shot from consummating the Arrangement; and Â (d)it shall carry out the terms of the Interim Order and Final Order applicable to it and use commercially reasonable efforts to comply promptly with all requirements which Applicable Law may impose on it or its Subsidiaries or Affiliates with respect to the transactions contemplated hereby. Â Each Party will use its commercially reasonable efforts to cooperate with the other in connection with the performance by the other of their obligations under this Section 3.4 and this Agreement including continuing to provide reasonable access to information and to maintain ongoing communications as between officers of each Party, subject in all cases to the Confidentiality Agreement. Â Â - 36 - Â 3.5Covenants of Safety Shot Â Subject to the other provisions of this Agreement, Safety Shot covenants and agrees that, from the date of this Agreement until the Effective Date or termination of this Agreement, except with the prior written consent of YerbaÃ© (such consent not to be unreasonably withheld, conditioned or delayed), and except as otherwise expressly permitted or specifically contemplated by this Agreement (including the Plan of Arrangement) or required by Applicable Law, it will: Â (a)provide YerbaÃ© and its legal counsel with reasonable opportunity to review and comment upon drafts of all of the Safety Shot Circular Disclosure and will give reasonable consideration to the comments of YerbaÃ© and its counsel with respect to any information to be included in such material and any other matters contained therein and ensure that the Safety Shot Circular Disclosure provided by it expressly for inclusion in the YerbaÃ© Circular does not, at the time of the mailing of the YerbaÃ© Circular, contain any misrepresentation; Â (b)use its commercially reasonable efforts to take all such steps as are necessary to set the record date for the Safety Shot Meeting as a date not later than April 20, 2025; Â (c)subject to the terms of this Agreement, use their commercially reasonable efforts to take all such steps as are necessary to convene and hold the Safety Shot Meeting in accordance with Applicable Law not later than May 20, 2025 for the purpose of considering the Safety Shot Stockholder Matters and, unless this Agreement will have been terminated in accordance with Section 8.1(a), Safety Shot will not cancel the Safety Shot Meeting or fail to put the Safety Shot Stockholder Matters before the Safety Shot Stockholders for their consideration without YerbaÃ©â€™s prior written consent, other than as may be required under Applicable Law; and Safety Shot will not propose to adjourn or postpone the Safety Shot Meeting without the prior consent of YerbaÃ© except as required by Applicable Law or by a Governmental Entity and except as permitted under Sections 2.5(d) or 6.4(b); and Safety Shot shall, if requested by YerbaÃ© (acting reasonably), adjourn the Safety Shot Meeting one or more times for the purposes of obtaining any required quorum or attempting to obtain the requisite approval of the Safety Shot Stockholder Matters; Â (d)subject to compliance by YerbaÃ© with its obligations set forth in Section 3.6(i), as soon as practicable after the execution and delivery of this Agreement, prepare the Safety Shot Circular together with any other documents required by Applicable Law in connection with the Safety Shot Meeting required to be filed or prepared by Safety Shot and, subject to Section 3.6(i), as soon as practicable after the execution and delivery of this Agreement, Safety Shot shall, unless otherwise agreed by YerbaÃ©, cause the Safety Shot Circular and other documentation required in connection with the Safety Shot Meeting to be sent to the Safety Shot Stockholders and be filed as required by Applicable Law; Â (e)provide YerbaÃ© and its legal counsel a reasonable opportunity to review and comment on drafts of the Safety Shot Circular and other documents to be sent to the Safety Shot Stockholders in connection with the Safety Shot Meeting, and will give reasonable consideration to any comments made by YerbaÃ© and their counsel, provided that all information included in the Safety Shot Circular and any other documents to be sent to the Safety Shot Stockholders in connection with the Safety Shot Meeting relating to YerbaÃ© will be in form and content satisfactory to YerbaÃ©, acting reasonably; Â Â - 37 - Â (f)ensure that the Safety Shot Circular (other than any YerbaÃ© Circular Disclosure included in the Safety Shot Circular that was provided to Safety Shot by, or approved by, YerbaÃ© expressly for inclusion in the Safety Shot Circular) complies with Applicable Law and, without limiting the generality of the foregoing, that the Safety Shot Circular will not contain a misrepresentation and provides the Safety Shot Stockholders with information in sufficient detail to permit them to form a reasoned judgment concerning the Safety Shot Stockholder Matters and will include: (i) to the extent required by Applicable Law, a summary and copy of the Safety Shot Fairness Opinion; (ii) a statement that the Safety Shot Board has received the Safety Shot Fairness Opinion and has, after receiving legal and financial advice, unanimously recommended to Safety Shot Stockholders that they vote in favour of the Safety Shot Stockholder Matters; (iii) a statement that each director and officer of Safety Shot intends to vote all of such Personâ€™s Safety Shot Shares (including any Safety Shot Shares issued upon exercise or exchange of any securities convertible or exercisable into Safety Shot Shares) in favour of the Safety Shot Stockholder Matters; and (iv) any other disclosure required under Applicable Securities Laws that is required to be included in the Safety Shot Circular; Â (g)ensure that all Safety Shot Circular Disclosure included in the YerbaÃ© Circular that was provided to YerbaÃ© by or approved by Safety Shot or Safety Shot complies with Applicable Law; Â (h)indemnify and save harmless YerbaÃ© and its directors and officers from and against any and all Liabilities, claims, demands, losses, costs, Damages and expenses (excluding any loss of profits or consequential Damages) to which YerbaÃ© or its directors and officers may be subject or which YerbaÃ© or its directors or officers may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of: Â (i)any misrepresentation or alleged misrepresentation contained in: (A) the Safety Shot Circular (other than in respect of YerbaÃ© Circular Disclosure); (B) in any Safety Shot Circular Disclosure included in the YerbaÃ© Circular that was provided to YerbaÃ© by, or approved by, Safety Shot expressly for inclusion in the YerbaÃ© Circular; or (C) any material filed by Safety Shot in connection with the transactions contemplated by this Agreement in compliance or intended compliance with any Applicable Law; Â (ii)any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any Misrepresentation or alleged Misrepresentation contained in: (A) the Safety Shot Circular (other than in respect of YerbaÃ© Circular Disclosure); (B) the Safety Shot Circular Disclosure included in the YerbaÃ© Circular that was provided to YerbaÃ© by, or approved by, Safety Shot expressly for inclusion in the YerbaÃ© Circular; or (C) in any material filed by or on behalf of Safety Shot in compliance or intended compliance with Applicable Securities Laws; and Â (iii)Safety Shot not complying with any requirement of Applicable Law in connection with the transactions contemplated in this Agreement, Â except that Safety Shot will not be liable in any such case to the extent that any such Liabilities, claims, demands, losses, costs, Damages and expenses arise out of: Â Â - 38 - Â (iv)any information contained in the YerbaÃ© Circular other than the Safety Shot Circular Disclosure included in the YerbaÃ© Circular that was provided to YerbaÃ© by, or approved by, Safety Shot expressly for inclusion in the YerbaÃ© Circular; Â (v)any YerbaÃ© Circular Disclosure included in the Safety Shot Circular that was provided to Safety Shot by, or approved by, YerbaÃ© expressly for inclusion in the Safety Shot Circular; or Â (vi)the negligence of YerbaÃ© or the non-compliance by YerbaÃ© with any requirement of Applicable Law in connection with the transactions contemplated by this Agreement; Â (i)provide notice to YerbaÃ© of the Safety Shot Meeting and allow YerbaÃ©â€™s Representatives to attend the Safety Shot Meeting; Â (j)except for proxies and other non-substantive communications with Safety Shot Stockholders and communications that Safety Shot is required to keep confidential pursuant to Applicable Law, furnish promptly to YerbaÃ© or their counsel: (i) a copy of each notice, report, schedule or other document delivered, filed or received by Safety Shot from securityholders or Governmental Entities in connection with the Arrangement or the Safety Shot Meeting; (ii) any filings under Applicable Law in connection with the transactions contemplated hereby; and (iii) any dealings with stock exchanges, regulatory agencies or other Governmental Entities in connection with the transactions contemplated hereby; Â (k)solicit proxies to be voted at the Safety Shot Meeting in favour of the Safety Shot Stockholder Matters (the â€œSafety Shot Recommendationâ€); provided, that, notwithstanding anything to the contrary set forth in this Agreement, prior to the time, but not after, the Safety Shot Stockholder Approval is obtained (i) the Safety Shot Board may withhold, withdraw, qualify or modify the Safety Shot Recommendation if (A) a development or change in circumstances regarding YerbaÃ© or its business occurs or arises after the date of this Agreement that was not known by nor was reasonably foreseeable to the Safety Shot Board as of the date of this Agreement and (B) the Safety Shot Board determines in good faith, after consultation with outside counsel and a financial advisor of nationally recognized reputation, that the failure to take such action would be inconsistent with its fiduciary duties under Applicable Law (a â€œSafety Shot Change in Recommendationâ€, it being understood that a customary â€œstop, look and listenâ€ disclosure in compliance with Rule 14d-9(f) of the U.S. Exchange Act shall not, in and of itself, constitute a Safety Shot Change in Recommendation); provided, that no Safety Shot Change in Recommendation may be made until after at least five (5) Business Days following YerbaÃ©â€™s receipt of written notice from Safety Shot advising that the Safety Shot Board intends to take such action and the basis therefor. After providing such notice and prior to effecting such Safety Shot Change in Recommendation (x) Safety Shot shall, during such five (5) Business Day period, negotiate in good faith with YerbaÃ© and its Representatives, to the extent YerbaÃ© wishes to negotiate, with respect to any revisions to the terms of the transaction contemplated by this Agreement proposed by YerbaÃ©, and (y) in determining whether it may still under the terms of this Agreement make a Change in Recommendation, the Safety Shot Board shall take into account any changes to the terms of this Agreement proposed by YerbaÃ© and any other information provided by YerbaÃ© in response to such notice during such five (5) Business Day period; Â Â - 39 - Â (l)promptly advise YerbaÃ© of the number or amount of Safety Shot Shares for which Safety Shot receives notices of dissent or written objections to the Safety Shot Stockholder Matters and provide YerbaÃ© with copies of such notices and written objections and subject to Applicable Law; Â (m)promptly inform YerbaÃ© of any requests or comments made by Securities Authorities in connection with the Safety Shot Circular and any other required filings under Applicable Law; and each of the Parties will cooperate with the other and will diligently do all such acts and things as may be necessary in the manner contemplated in the context of the preparation of the Safety Shot Circular and any other required filings under Applicable Law and use its commercially reasonable efforts to resolve all requests or comments made by Securities Authorities with respect to the Safety Shot Circular and any other required filings under Applicable Law as promptly as practicable after receipt thereof; Â (n)advise YerbaÃ©, as YerbaÃ© may request, and on a daily basis on each of the last five (5) Business Days prior to the proxy cut-off date for the Safety Shot Meeting, as to the aggregate tally of the proxies received by Safety Shot in respect of the Safety Shot Stockholder Matters and any other matters to be considered at the Safety Shot Meeting, and provide YerbaÃ© with copies of any materials, or grant access to information regarding the Safety Shot Meeting, generated by any proxy solicitation firm; Â (o)to the extent permitted by Applicable Law and confidentiality obligations, keep YerbaÃ© reasonably informed as to discussions between Safety Shot and any Person holding not less than 10% of the voting rights attached to all of the Safety Shot Shares with respect to the Safety Shot Stockholder Matters; Â (p)take or cause to be taken all corporate action to allot and reserve for issuance the Consideration Shares to be issued in exchange for YerbaÃ© Shares; Â (q)take or cause to be taken all corporate action to maintain the listing of the Safety Shot Shares on the NASDAQ as and when contemplated hereunder; Â (r)take or cause to be taken all corporate action, as reasonably requested by YerbaÃ© or its counsel, to assist YerbaÃ© in diligently pursuing the application to the Court for the Final Order; and Â (s)make all necessary filings and applications under Applicable Law, including Applicable Securities Laws, required to be made on the part of Safety Shot in connection with the transactions contemplated herein, including, without limitation, for all Regulatory Approvals, and shall take all commercially reasonable action necessary to be in compliance with such Applicable Law. Â 3.6Covenants of YerbaÃ© Regarding the Arrangement Â Subject to the other provisions of this Agreement, YerbaÃ© covenants and agrees that, from the date of this Agreement until the Effective Date or termination of this Agreement, except with the prior written consent of Safety Shot (such consent not to be unreasonably withheld, conditioned or delayed), and except as otherwise expressly permitted or specifically contemplated by this Agreement (including the Plan of Arrangement) or required by Applicable Law, it will: Â (a)provide Safety Shot and its legal counsel with reasonable opportunity to review and comment upon drafts of all materials to be filed with the Court in connection with the Arrangement, including by providing on a timely basis a description of any information required to be supplied by Safety Shot for inclusion in such material, prior to the service and filing of such material, and will give reasonable consideration to the comments of Safety Shot and its counsel with respect to any information to be included in such material and any other matters contained therein; Â Â - 40 - Â (b)ensure that all material filed with the Court in connection with the Arrangement is consistent in all material respects with the terms of this Agreement and the Plan of Arrangement; Â (c)not object to legal counsel to Safety Shot making such submissions on the application for the Interim Order and the application for the Final Order as such counsel considers appropriate (acting reasonably), provided such submissions are in all material respects consistent with this Agreement and the Plan of Arrangement; Â (d)use its commercially reasonable efforts to take all such steps as are necessary to set the record date for the YerbaÃ© Meeting as a date not later than April 20, 2025; Â (e)subject to the terms of this Agreement and in accordance and compliance with the Interim Order, use its commercially reasonable efforts to take all such steps as are necessary to convene and hold the YerbaÃ© Meeting in accordance with the Interim Order and Applicable Law not later than May 20, 2025 for the purpose of considering the Arrangement Resolution and, unless this Agreement will have been terminated in accordance with Section 8.1(a), YerbaÃ© will not cancel the YerbaÃ© Meeting or fail to put the Arrangement Resolution before the YerbaÃ© Shareholders for their consideration without Safety Shotâ€™s prior written consent, other than as may be required under the Interim Order or Applicable Law and YerbaÃ© will not propose to adjourn or postpone the YerbaÃ© Meeting without the prior consent of Safety Shot except as required by Applicable Law or by a Governmental Entity and except as required under Sections 2.6(d) or 6.4(b); and YerbaÃ© shall, if requested by Safety Shot (acting reasonably), adjourn the YerbaÃ© Meeting one or more times for the purposes of obtaining any required quorum or attempting to obtain the requisite approval of the Arrangement Resolution; Â (f)subject to compliance by Safety Shot with its obligations set forth in Section 3.5(g) as soon as practicable after the execution and delivery of this Agreement, prepare the YerbaÃ© Circular together with any other documents required by Applicable Law in connection with the YerbaÃ© Meeting required to be filed or prepared by YerbaÃ© and, subject to Section 3.5(g), as soon as practicable after the execution and delivery of this Agreement, YerbaÃ© shall, unless otherwise agreed by Safety Shot, cause the YerbaÃ© Circular and other documentation required in connection with the YerbaÃ© Meeting to be sent to the YerbaÃ© Shareholders and be filed as required by the Interim Order and Applicable Law; Â (g)provide Safety Shot and its legal counsel a reasonable opportunity to review and comment on drafts of the YerbaÃ© Circular and other documents to be sent to the YerbaÃ©

Shareholders in connection with the YerbaÃ© Meeting or the Arrangement, and will give reasonable consideration to any comments made by Safety Shot and its counsel, provided that all information included in the YerbaÃ© Circular and any other documents to be sent to the YerbaÃ© Shareholders in connection with the YerbaÃ© Meeting or the Arrangement relating to Safety Shot will be in form and content satisfactory to Safety Shot, acting reasonably; Â Â - 41 - Â (h)ensure that the YerbaÃ© Circular (other than any Safety Shot Circular Disclosure included in the YerbaÃ© Circular that was provided to YerbaÃ© by, or approved by, Safety Shot expressly for inclusion in the YerbaÃ© Circular) complies with Applicable Law and, without limiting the generality of the foregoing, that the YerbaÃ© Circular will not contain a misrepresentation and provides the YerbaÃ© Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them and will include: (i) to the extent required by Applicable Law, a summary and copy of the YerbaÃ© Fairness Opinion, (ii) a statement that the YerbaÃ© Board has received the YerbaÃ© Fairness Opinion and has, after receiving legal and financial advice, unanimously determined that the Arrangement is in the best interests of YerbaÃ©, is fair to the YerbaÃ© Shareholders, and the unanimous recommendation that the YerbaÃ© Shareholders vote in favour of the Arrangement Resolution; (iii) a statement that each director and officer of YerbaÃ© intends to vote all of such Personâ€™s YerbaÃ© Shares (including any YerbaÃ© Shares issued upon exercise or exchange of any YerbaÃ© Options, YerbaÃ© PSUs, YerbaÃ© RSUs or YerbaÃ© Warrants) in favour of the Arrangement Resolution; and (iv) any other disclosure required under Applicable Securities Laws that is required to be included in the YerbaÃ© Circular; Â (i)ensure that all YerbaÃ© Circular Disclosure included in the Safety Shot Circular that was provided to Safety Shot by or approved by YerbaÃ© complies with Applicable Law; Â (j)indemnify and save harmless Safety Shot and its directors and officers from and against any and all Liabilities, claims, demands, losses, costs, Damages and expenses (excluding any loss of profits or consequential Damages) to which Safety Shot or its directors and officers may be subject or which Safety Shot or its directors or officers may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of: Â (i)any misrepresentation or alleged misrepresentation contained in: (A) the YerbaÃ© Circular (other than in respect of the Safety Shot Circular Disclosure); (B) in any YerbaÃ© Circular Disclosure included in the Safety Shot Circular that was provided to Safety Shot by, or approved by, YerbaÃ© expressly for inclusion in the Safety Shot Circular; or (C) any material filed by YerbaÃ© in connection with the transactions contemplated by this Agreement in compliance or intended compliance with any Applicable Law; Â (ii)any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any Misrepresentation or alleged Misrepresentation contained in: (A) the YerbaÃ© Circular (other than in respect of the Safety Shot Circular Disclosure); (B) the YerbaÃ© Circular Disclosure included in the Safety Shot Circular that was provided to Safety Shot by, or approved by, YerbaÃ© expressly for inclusion in the Safety Shot Circular; or (C) in any material filed by or on behalf of YerbaÃ© in compliance or intended compliance with Applicable Securities Laws; and Â (iii)YerbaÃ© not complying with any requirement of Applicable Law in connection with the transactions contemplated in this Agreement, Â Â - 42 - Â except that YerbaÃ© will not be liable in any such case to the extent that any such Liabilities, claims, demands, losses, costs, Damages and expenses arise out of: Â (iv)any information contained in the Safety Shot Circular other than YerbaÃ© Circular Disclosure included in the Safety Shot Circular that was provided to Safety Shot by, or approved by, YerbaÃ© expressly for inclusion in the Safety Shot Circular; Â (v)any Safety Shot Circular Disclosure included in the YerbaÃ© Circular that was provided to YerbaÃ© by, or approved by, Safety Shot expressly for inclusion in the YerbaÃ© Circular; or Â (vi)the negligence of Safety Shot or the non-compliance by Safety Shot with any requirement of Applicable Law in connection with the transactions contemplated by this Agreement; Â (k)provide notice to Safety Shot of the YerbaÃ© Meeting and allow Safety Shotâ€™s Representatives to attend the YerbaÃ© Meeting; Â (l)except for proxies and other non-substantive communications with the holders of YerbaÃ© Shares and communications that YerbaÃ© is required to keep confidential pursuant to Applicable Law, furnish promptly to Safety Shot or its counsel: (i) a copy of each notice, report, schedule or other document delivered, filed or received by YerbaÃ© from securityholders or Governmental Entities in connection with the Arrangement or the YerbaÃ© Meeting; (ii) any filings under Applicable Law in connection with the transactions contemplated hereby; and (iii) any dealings with stock exchanges, regulatory agencies or other Governmental Entities in connection with the transactions contemplated hereby; Â (m)solicit proxies to be voted at the YerbaÃ© Meeting in favour of matters to be considered at the YerbaÃ© Meeting, including the Arrangement Resolution; Â (n)promptly advise Safety Shot of the number or amount of YerbaÃ© Shares for which YerbaÃ© receives notices of dissent or written objections to the Arrangement and provide Safety Shot with copies of such notices and written objections and subject to Applicable Law, will provide Safety Shot with an opportunity to review and comment upon any written communications proposed to be sent by or on behalf of YerbaÃ© to any YerbaÃ© Shareholder exercising or purporting to exercise Dissent Rights in relation to the Arrangement Resolution and reasonable consideration will be given to any comments made by Safety Shot and its counsel prior to sending any such written communications; provided that, YerbaÃ© will not settle any claims with respect to Dissent Rights without the prior written consent of Safety Shot (such consent not to be unreasonably withheld, conditioned or delayed); Â (o)promptly inform Safety Shot of any requests or comments made by Securities Authorities in connection with the YerbaÃ© Circular and any other required filings under Applicable Law; and each of the Parties will cooperate with the other and will diligently do all such acts and things as may be necessary in the manner contemplated in the context of the preparation of the YerbaÃ© Circular and any other required filings under Applicable Law and use its commercially reasonable efforts to resolve all requests or comments made by Securities Authorities with respect to the YerbaÃ© Circular and any other required filings under Applicable Law as promptly as practicable after receipt thereof; Â Â - 43 - Â (p)advise Safety Shot, as Safety Shot may request, and on a daily basis on each of the last five (5) Business Days prior to the proxy cut-off date for the YerbaÃ© Meeting, as to the aggregate tally of the proxies received by YerbaÃ© in respect of the Arrangement Resolution and any other matters to be considered at the YerbaÃ© Meeting, and provide Safety Shot with copies of any materials, or grant access to information regarding the YerbaÃ© Meeting, generated by any proxy solicitation firm; Â (q)subject to obtaining such approvals as are required by the Interim Order, proceed with and diligently pursue the application to the Court for the Final Order; Â (r)provide Safety Shotâ€™s legal counsel, on a timely basis, with copies of any notice and evidence served on YerbaÃ© or its legal counsel in respect of the application for the Final Order or any appeal therefrom; Â (s)keep Safety Shot informed as to discussions with all Significant Shareholders; Â (t)make all necessary filings and applications under Applicable Law, including Applicable Securities Laws, required to be made on the part of YerbaÃ© in connection with the transactions contemplated herein, including, without limitation, for all Regulatory Approvals, and will take all actions necessary to be in compliance with such Applicable Law; and Â (u)use its commercially reasonable efforts to obtain resignations and mutual releases (in a form satisfactory to Safety Shot), to be effective at the Effective Time, from all directors of YerbaÃ© on or prior to the Effective Time. Â 3.7Mutual Covenants Regarding Regulatory Approvals Â (a)Each Party, as applicable to that Party, covenants and agrees with respect to obtaining all Regulatory Approvals that, subject to the terms and conditions of this Agreement, until the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms: Â (i)each Party shall use its commercially reasonable efforts to obtain all Regulatory Approvals and co-operate with the other Party in connection with all Regulatory Approvals sought by the other Party and shall use its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities relating to the Arrangement or this Agreement; Â (ii)each Party shall use commercially reasonable efforts to respond promptly to any request or notice from any Governmental Entity requiring that Party to supply additional information that is relevant to the review of the transactions contemplated by this Agreement in respect of obtaining or concluding the Regulatory Approvals sought by either Party and each Party shall co-operate with the other Party and shall furnish to the other Party such information and assistance as a Party may reasonably request in connection with preparing any submission or responding to such notice from a Governmental Entity; Â Â - 44 - Â (iii)subject to compliance with Applicable Law, each Party shall permit the other Party an opportunity to review in advance any proposed substantive applications, notices, filings, submissions, undertakings, correspondence and communications (including responses to requests for information and inquiries from any Governmental Entity) in respect of obtaining or concluding the Regulatory Approvals and shall provide the other Party with a reasonable opportunity to comment thereon and agree to consider those comments in good faith and each Party shall provide the other Party with any substantive applications, notices, filings, submissions, undertakings or other substantive correspondence provided to a Governmental Entity or any substantive communications received from a Governmental Entity, in respect of obtaining or concluding the Regulatory Approvals; and Â (iv)subject to compliance with Applicable Law, each Party shall keep the other Party reasonably informed on a timely basis of the status of discussions relating to obtaining or concluding the Regulatory Approvals sought by each such Party and, for certainty, no Party shall participate in any substantive meeting (whether in person, by telephone or otherwise) with a Governmental Entity Â in respect of obtaining or concluding the required Regulatory Approvals unless it advises the other Party in advance and gives such other Party an opportunity to attend. Â 3.8Covenants Regarding Provision of Information; Access Â From and after the date hereof, until the Effective Time or termination of this Agreement, each of YerbaÃ© and Safety Shot, to the extent it is not restricted from doing so pursuant to confidentiality or other restrictions (in which circumstances it will use its commercially reasonable efforts to obtain a waiver thereof) shall provide the other Party and its Representatives access, upon reasonable notice, during normal business hours and at such other time or times as such Party may reasonably request, to its and each of its Subsidiaryâ€™s premises, books, contracts, records, Computer Systems, properties, Employees and management personnel and shall furnish promptly to such Party all information concerning its and each of its Subsidiaryâ€™s business, properties and personnel as the requesting Party may reasonably request, which information shall remain subject to the Confidentiality Agreement, including for the purposes to permit Safety Shot and YerbaÃ© to be in a position to expeditiously and efficiently integrate the operations of YerbaÃ© and Safety Shot and to provide an orderly transition of control immediately upon but not prior to the Effective Time. The Parties shall use all commercially reasonable efforts to ensure that they take no actions, through the exchange of confidential information or otherwise, in breach of the Competition Act or any other applicable competition laws, and notwithstanding anything contained in this Agreement, Safety Shot shall not control or materially influence YerbaÃ© until following the Effective Time. The Parties hereby acknowledge and agree that no investigations pursuant to this Section 3.8 shall affect or be deemed to modify any representation or warranty made by any Party herein. Â 3.9Privacy Matters Â (a)For the purposes of this Section 3.9, â€œTransaction Personal Informationâ€ means the Personal Information transferred, disclosed or conveyed to one Party or any of its Representatives or agents (a â€œRecipientâ€) by or on behalf of another Party (a â€œTransferorâ€) as a result of or in conjunction with the Arrangement, and includes all such Personal Information transferred, disclosed or conveyed to the Recipient prior to the execution of this Agreement. Â Â - 45 - Â (b)Each Transferor acknowledges and confirms that the transfer, disclosure, communication or conveyance of Transaction Personal Information is necessary for the purposes of determining if the Parties shall proceed with the Arrangement and, if the determination is made to proceed with the Arrangement, to carry on the business and complete the Arrangement. Â (c)In addition to its other obligations hereunder, the Recipient covenants and agrees to, prior to the completion of the Arrangement: Â (i)collect, use and disclose the Transaction Personal Information solely for the purpose of reviewing, determining whether to proceed with and completing the Arrangement; Â (ii)where required by Applicable Law or Data Security Requirements, not communicate Transaction Personal Information without the consent of the individual concerned, unless authorized to do so by Applicable Law; and Â (iii)protect and safeguard the confidentiality of the Transaction Personal Information using security safeguards appropriate to the sensitivity of the Transaction Personal Information and in accordance with Applicable Law or Data Security Requirements. Â 3.10De-Listing of YerbaÃ© Shares Â Subject to Applicable Law, Safety Shot and YerbaÃ© shall and shall cause their respective Affiliates, as applicable, to cooperate with one another in taking, or causing to be taken, all actions necessary to de-list the YerbaÃ© Shares from the TSXV as promptly as practicable following the Effective Time (including, if requested by Safety Shot, such items as may be necessary to de-list the YerbaÃ© Shares on the Effective Date). Â 3.11Control of Safety Shotâ€™s or YerbaÃ©â€™s Operations. Â Nothing contained in this Agreement shall give Safety Shot or YerbaÃ©, directly or indirectly, rights to control or direct the operations of the other prior to the Effective Time and each of Safety Shot and YerbaÃ© shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision of its operations. Â Article 4 ADDITIONAL COVENANTS REGARDING NON-SOLICITATION Â 4.1Non-Solicitation Â (a)Except as expressly provided in this Article 4, or to the extent Safety Shot has otherwise consented in writing (which consent shall be in Safety Shotâ€™s sole discretion), YerbaÃ© shall not, and shall cause the YerbaÃ© Subsidiaries not to, directly or indirectly, through any of its Representatives (and in so doing shall instruct its and the YerbaÃ© Subsidiariesâ€™ Representatives not to, directly or indirectly): Â (i)solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal; Â Â - 46 - Â (ii)enter into or otherwise engage or participate in any discussions or negotiations with, or disclose any non-public information or data relating to YerbaÃ© or the YerbaÃ© Subsidiaries to, any Person (other than Safety Shot and its Affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal, provided that YerbaÃ© may (i) advise any Person of the restrictions of this Agreement, and (ii) advise any Person making an Acquisition Proposal that the YerbaÃ© Board (or the relevant committee thereof) has determined that their Acquisition Proposal does not constitute a Superior Proposal; Â (iii)make a Change in Recommendation; or Â (iv)accept or enter into or publicly propose to accept or enter into any agreement, understanding, letter of intent, memorandum of understanding, joint venture agreement, or arrangement with any Person (other than Safety Shot or any of its Affiliates) (i) in respect of an Acquisition Proposal or (ii) requiring, intending to cause, or which could reasonably be expected to cause YerbaÃ© to abandon, terminate or fail to consummate the Arrangement or any other transactions contemplated by this Agreement. Â (b)Except as expressly provided in this Article 4, YerbaÃ© shall, and shall cause the YerbaÃ© Subsidiaries and their respective Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities with any Person (other than Safety Shot and its Affiliates) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal, and in connection with such termination shall: Â (i)discontinue access to and disclosure of all information regarding YerbaÃ© or any of the YerbaÃ© Subsidiaries, including any data room, any confidential information, properties, facilities and Books and Records; and Â (ii)promptly (and in any event within two (2) Business Days) request (i) the return or destruction of all copies of any confidential information regarding YerbaÃ© or any of the YerbaÃ© Subsidiaries provided to any Person other than Safety Shot and its Representatives, and (ii) the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding YerbaÃ© or any of the YerbaÃ© Subsidiaries, to the extent that such information has not previously been returned or destroyed, using its commercially reasonable efforts to ensure that such requests are complied with in accordance with the terms of such rights. Â (c)Any violation of the foregoing Sections 4.1(a) or 4.1(b) by any YerbaÃ© Subsidiary or by any Representatives of YerbaÃ© or any YerbaÃ© Subsidiary, whether or not such Representative is so authorized and whether or not such Representative is purporting to act on behalf of YerbaÃ© or any of the YerbaÃ© Subsidiaries or otherwise, shall be deemed to be a breach of this Agreement by YerbaÃ©. Â Â - 47 - Â (d)YerbaÃ© represents and warrants that it has not waived any confidentiality, standstill or similar agreement, restriction or covenant in effect as of the date of this Agreement to which YerbaÃ© or any of the YerbaÃ© Subsidiaries is a party, and YerbaÃ© covenants and agrees that (a) YerbaÃ© shall enforce each confidentiality, standstill or similar agreement, restriction or covenant to which YerbaÃ© or any of the YerbaÃ© Subsidiaries is a party or may hereafter become a party in accordance with Section 4.3, and (b) neither YerbaÃ© nor any of the YerbaÃ© Subsidiaries have released or will, without the prior written consent of Safety Shot (which may be withheld or delayed in Safety Shotâ€™s sole and absolute discretion), release any Person from, or waive, amend, suspend or otherwise modify such Personâ€™s obligations respecting YerbaÃ©, or any of the YerbaÃ© Subsidiaries, under any confidentiality, standstill or similar agreement or restriction to which YerbaÃ© or any of the YerbaÃ© Subsidiaries is a party or may hereafter become a party in accordance with Section 4.3. Â 4.2Notification of Acquisition Proposals Â (a)If YerbaÃ© or any of the YerbaÃ© Subsidiaries or, to the knowledge of YerbaÃ©, any of their respective Representatives, receives or otherwise becomes aware of either: (a) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, or (b) any request for copies of, access to, or disclosure of, confidential information relating to YerbaÃ© or any of the YerbaÃ© Subsidiaries, YerbaÃ© shall promptly notify Safety Shot, at first orally, and then promptly, and in any event within 24 hours, in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request, and copies of material documents, correspondence or other material received in respect of, from or on behalf of any such Person if in writing or electronic form, and if not in writing or electronic form, a description of the material terms of such communication to YerbaÃ© by or on behalf of any such Person. YerbaÃ© agrees that it shall simultaneously provide to Safety Shot any non-public information concerning itself or the YerbaÃ© Subsidiaries provided to any other Person or group in connection with any Acquisition Proposal that was not previously provided to Safety Shot. Â (b)YerbaÃ© shall keep Safety Shot fully informed of the status of developments and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including the identity of the parties and the price involved and any material changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request and shall provide to Safety Shot copies of all material correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the material terms of such correspondence or communication to YerbaÃ© by or on behalf of any Person making such Acquisition Proposal, inquiry, proposal, offer or request. Â 4.3Responding to an Acquisition Proposal Â (a)Notwithstanding Section 4.1 and any other provision of this Agreement, if at any time prior to obtaining the YerbaÃ© Shareholder Approval, YerbaÃ© receives a request for non-public information, or to enter into discussions, from a Person or group of Persons that proposes to YerbaÃ© an unsolicited Acquisition Proposal then YerbaÃ© may (i) provide copies of, access to or disclosure of confidential information, properties, facilities, or Books and Records to such Person or group of Persons and their respective Representatives and/or (ii) enter into, participate, facilitate and maintain discussions or negotiations with, and otherwise cooperate with or assist, the Person or group of Persons making such request, provided that, if and only if: Â (i)the YerbaÃ© Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes, or is reasonably likely to constitute or lead to, a Superior Proposal and has promptly provided Safety Shot with written confirmation thereof; Â Â - 48 - Â (ii)such Person was not restricted from making such Acquisition Proposal pursuant to an existing confidentiality, standstill, non-solicitation or similar agreement with YerbaÃ©; Â (iii)YerbaÃ© has been, and continues to be, in compliance with its obligations under this Article 4 in all respects and such Acquisition Proposal was not initiated, solicited, knowingly encouraged or knowingly facilitated by YerbaÃ© or any of the YerbaÃ© Subsidiaries or any of their respective Representatives; Â (iv)prior to providing any such copies, access, or disclosure, YerbaÃ© enters into a confidentiality and standstill agreement with such Person on terms no less favourable than the Confidentiality Agreement and that does not prohibit compliance by Safety Shot with any of the provisions of this Agreement, a copy of which shall be provided for informational purposes only to Safety Shot; and Â (v)the YerbaÃ© Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that the failure to provide such non-public information or enter into such discussions would be inconsistent with its fiduciary duties under Applicable Law. Â 4.4Right to Match Â (a)If YerbaÃ© receives an Acquisition Proposal that the YerbaÃ© Board determines, in good faith after consultation with its outside financial and legal advisors, constitutes a Superior Proposal prior to obtaining the YerbaÃ© Shareholder Approval, the YerbaÃ© Board may, subject to compliance with Section 8.2, enter into a definitive agreement or make a Change in Recommendation with respect to such Superior Proposal, if and only if: Â (i)YerbaÃ© has been, and continues to be, in compliance with its obligations under this Article 4 in all respects and such Acquisition Proposal was not initiated, solicited, knowingly encouraged or knowingly facilitated by YerbaÃ© or any of the YerbaÃ© Subsidiaries or any of their respective Representatives; Â (ii)the Person making the Acquisition Proposal was not restricted from making such Acquisition Proposal pursuant to an existing confidentiality, standstill, non-solicitation or similar agreement with YerbaÃ©; Â (iii)YerbaÃ© has delivered to Safety Shot a written notice of the determination of the YerbaÃ© Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the YerbaÃ© Board to enter into such definitive agreement with respect to such Superior Proposal and/or withdraw or modify the YerbaÃ© Board Recommendation, which written notice specifies the material terms and conditions of such Superior Proposal and provides the most current version of the proposed agreement under which such Superior Proposal is proposed to be consummated (the â€œSuperior Proposal Noticeâ€); Â Â - 49 - Â (iv)at least ten (10) full Business Days (the â€œMatching Periodâ€) have elapsed from the date on which Safety Shot received the Superior Proposal Notice; Â (v)during any Matching Period, Safety Shot has had the opportunity (but not the obligation), in accordance with Section 4.4(b), to offer to amend this Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal and YerbaÃ© has negotiated, and caused its Representatives to negotiate, in good faith with Safety Shot to the extent Safety Shot wishes to negotiate any revisions to the terms of this Agreement that Safety Shot proposes pursuant to Section 4.4(b); Â (vi)after the Matching Period, the YerbaÃ© Board has determined in good faith, after consultation with its outside legal counsel and financial advisors, that such Acquisition Proposal continues to constitute a Superior Proposal (if applicable, compared to the terms of the Arrangement as proposed to be amended by Safety Shot under Section 4.4(b)); and Â (vii)prior to or concurrently with entering into such definitive agreement or withdrawing or modifying the YerbaÃ© Board Recommendation, YerbaÃ© terminates this Agreement pursuant to Section 8.1(a)(vii)(B) and pays Safety Shot the Termination Fee. Â (b)YerbaÃ© acknowledges and agrees that, during the Matching Period, Safety Shot shall have the opportunity, but not the obligation, to propose to amend the terms of this Agreement, including an increase in, or modification of, the Consideration. During the Matching Period: (a) the YerbaÃ© Board shall review any offer made by Safety Shot under this Section 4.4(b) to amend the terms of this Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (b) YerbaÃ© shall negotiate in good faith with Safety Shot to make such amendments to the terms of this Agreement or the Plan of Arrangement as would enable Safety Shot to proceed with the transactions contemplated by this Agreement on such amended terms. If the YerbaÃ© Board determines that such Acquisition Proposal would cease to be a Superior Proposal, YerbaÃ© shall promptly so advise Safety Shot and YerbaÃ© and Safety Shot shall amend this Agreement to reflect such offer made by Safety Shot, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing. Â (c)Each successive amendment or modification to any Acquisition Proposal that results in an increase in, or modification of, the Consideration (or value of such Consideration) to be received by YerbaÃ© Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of this Section 4.4, and Safety Shot shall be afforded a new Matching Period from the later of the date on which Safety Shot received the Superior Proposal Notice with respect to the new Superior Proposal from YerbaÃ©. Â Â - 50 - Â (d)At the written request of Safety Shot, the YerbaÃ© Board shall promptly reaffirm the YerbaÃ© Board Recommendation by press release after any Acquisition Proposal which the YerbaÃ© Board has determined not to be a Superior Proposal is publicly announced or publicly disclosed or the YerbaÃ© Board determines that a proposed amendment to the terms of this Agreement or the Plan of Arrangement as contemplated under Section 4.4(b) would result in an Acquisition Proposal no longer being a Superior Proposal. YerbaÃ© shall provide Safety Shot and its outside legal counsel with a reasonable opportunity to review and comment on the form and content of any such press release and shall make all reasonable amendments to such press release as requested by Safety Shot and its counsel. Â (e)Nothing in this Agreement shall prohibit the YerbaÃ© Board from responding through a directorsâ€™ circular or otherwise as required by Applicable Securities Laws to an Acquisition Proposal provided that YerbaÃ© shall provide Safety Shot and its counsel with a reasonable opportunity to review the form and content of such disclosure and shall give reasonable consideration to any comments made by Safety Shot and its counsel. Further, nothing in this Agreement shall prevent the YerbaÃ© Board from making any disclosure to the YerbaÃ© Shareholders if the YerbaÃ© Board, acting in good faith and upon the advice of its outside legal and financial advisors, shall have determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the YerbaÃ© Board or such disclosure is otherwise required under Applicable Law; provided, however, that, notwithstanding the YerbaÃ© Board shall be permitted to make such disclosure, the YerbaÃ© Board shall not be permitted to make a Change in Recommendation, other than as permitted by Section 4.4(a) and provided that YerbaÃ© shall provide Safety Shot and its counsel with a reasonable opportunity to review the form and content of such disclosure and shall give reasonable consideration to any comments made by Safety Shot and its counsel. Â (f)Any violation of the restrictions set forth in this Section 4.4 by the YerbaÃ© Subsidiaries or YerbaÃ©â€™s or the YerbaÃ© Subsidiariesâ€™ respective Representatives shall be deemed to be a breach of this Section 4.4 by YerbaÃ©. Furthermore, YerbaÃ© shall be responsible for any breach of this Section 4.4 by the YerbaÃ© Subsidiaries and its and their respective Representatives. Â Article 5 REPRESENTATIONS AND WARRANTIES Â 5.1Representations and Warranties of Safety Shot Â Safety Shot hereby represents and warrants to and in favour of YerbaÃ© and acknowledges that YerbaÃ© is relying upon such representations and warranties in connection with the matters contemplated by this Agreement and the consummation of the Arrangement: Â (a)Organization, Status and Qualification. Safety Shot is duly formed and is validly subsisting, under the laws of its jurisdiction of formation and has the requisite power and authority to own, lease and operate its properties and assets and to conduct its business as now owned and conducted. Safety Shot is duly qualified to carry on business in each jurisdiction in which its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not, individually or in the aggregate, have a Safety Shot Material Adverse Effect. Â Â - 51 - Â (b)Authorization. Safety Shot has all necessary corporate power and authority and has taken all necessary corporate action to authorize the execution and delivery of this Agreement and the Contracts, agreements and instruments required by this Agreement to be delivered by it and the performance of its obligations hereunder and thereunder (subject to approval of the Safety Shot Board of the Safety Shot Circular and matters relating to and to be approved at the Safety Shot Meeting). Â (c)Enforceability. This Agreement has been duly executed and delivered by Safety Shot and (assuming due execution and delivery by YerbaÃ©) is a legal, valid and binding obligation of Safety Shot enforceable against Safety Shot in accordance with its terms, except that enforcement may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Applicable Law of general application relating to or affecting the rights of creditors generally and that equitable remedies, including specific performance, may be granted only in the discretion of a court of competent jurisdiction. Each of the Contracts, agreements and instruments required by this Agreement to be delivered by Safety Shot will, at the Effective Time, have been duly executed and delivered by Safety Shot and (assuming due execution and delivery by YerbaÃ©) will at the Effective Time be enforceable against Safety Shot in accordance with its terms, except that enforcement may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization moratorium and other Applicable Law of general application relating or affecting the rights of creditors generally and that equitable remedies, including specific performance, may be granted only in the discretion of a court of competent jurisdiction. Â (d)No

Violations. Other than as permitted or contemplated under this Agreement, none of the execution and delivery of this Agreement by Safety Shot, the consummation by Safety Shot of the Arrangement or any of the transactions contemplated by this Agreement or compliance by Safety Shot with any of the provisions hereof will: Â (i)violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which with or without notice or lapse of time or both, would constitute a default) under any of the terms, conditions or provisions of its constating or governing documents; Â (ii)other than as set out in Schedule 5.1(d)(ii) of the Safety Shot Disclosure Letter, allow any Person to exercise any rights, require any consent or notice under or other action by any Person, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Safety Shot is entitled (including by triggering any rights of first refusal or first offer or other restrictions or limitations) under any Contract to which it is a party, except as would not reasonably be expected to have, individually or in the aggregate, a Safety Shot Material Adverse Effect or impede the consummation of the Arrangement; Â (iii)subject to obtaining the Regulatory Approvals and Safety Shot Stockholder Approval, violate any Applicable Law; or Â Â - 52 - Â (iv)result in any restriction on Safety Shot from engaging in its business, as now conducted, or from competing with any Person or in any geographical area and does not and will not trigger or cause to arise any rights of any Person under any contract or arrangement to restrict Safety Shot from engaging in its business, as now conducted. Â Other than in connection with obtaining any required Regulatory Approvals, compliance with any Applicable Law, stock exchange rules and policies, the Interim Order and the Final Order, no Authorization of, or other action by or in respect of, or filing, recording, registering or publication with, or notification to, any Governmental Entity is necessary on the part of Safety Shot for the consummation by Safety Shot of its obligations in connection with the Arrangement under this Agreement or for the completion of the Arrangement, except for such Authorizations and filings as to which the failure to obtain or make would not materially impede or delay the ability of Safety Shot to consummate the Arrangement. Â (e)Compliance with Applicable Law; No Orders. Safety Shot and each Safety Shot Subsidiary has complied with all Applicable Law in all material respects and is not in violation of any Applicable Law in any material respect except where the failure to so comply would not reasonably be expected to have a Safety Shot Material Adverse Effect. Â (f)Regulatory Approvals. As at the date of this Agreement, there are no Regulatory Approvals required to be obtained by Safety Shot or any Safety Shot Subsidiary in connection with this Agreement or the Arrangement other than the acceptance of the NASDAQ. Â (g)Capitalization. Â (i)Safety Shot is authorized to issue 100,000 shares of preferred stock and 100,000,000 Safety Shot Shares, of which nil shares of preferred stock and 62,790,314 Safety Shot Shares are outstanding as at the date hereof. Â (ii)The total aggregate number of Consideration Shares issuable hereunder will at the Effective Time have been duly authorized and reserved for issuance and will, on issuance, be validly issued, fully paid and non-assessable. Â (h)Bankruptcy. Neither Safety Shot nor any Safety Shot Subsidiary is an insolvent Person within the meaning of the Bankruptcy and Insolvency Act (Canada) or any other Applicable Law regarding bankruptcy, insolvency or creditorâ€™s rights generally and nor has any such entity made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. Neither Safety Shot nor any Safety Shot Subsidiary has initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of Safety Shot or any Safety Shot Subsidiary or any of the assets of Safety Shot and no execution or distress has been levied on any of the assets of Safety Shot, nor have proceedings been commenced in connection with any of the foregoing. Â Â - 53 - Â (i)Registrant Status and Stock Exchange Compliance. Safety Shot is an SEC registrant. There is no Order delisting, suspending or cease trading any securities of Safety Shot. The Safety Shot Shares are listed and posted for trading on the NASDAQ, and are not listed or quoted on any market other than the NASDAQ, and Safety Shot is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the NASDAQ. No Securities Authority, other competent authority or stock exchange in Canada or the United States has issued any order which is currently outstanding preventing or suspending trading in any securities of Safety Shot, no such proceeding is, to the knowledge of Safety Shot, pending, contemplated or threatened and neither Safety Shot or any Safety Shot Subsidiary is in material default of any requirement of any Applicable Law. Â (j)U.S. Securities Law Matters. Â (i)The Safety Shot Shares are registered pursuant to Section 12(b) of the U.S. Exchange Act and Safety Shot is in compliance with its reporting obligations pursuant to Section 13 of the U.S. Exchange Act. Â (ii)Other than the Safety Shot Shares, Safety Shot does not have, nor is it required to have, any class of securities registered under the U.S. Exchange Act, nor is Safety Shot subject to any reporting obligations (whether active or suspended) pursuant to Section 15(d) of the U.S. Exchange Act. Â (iii)Safety Shot is not an investment company registered or required to be registered under the Investment Company Act of 1940, as amended. Â (k)Reports. Safety Shot has timely filed true and correct copies of documents that Safety Shot is required to file under U.S. Securities Laws, other than such documents that the failure to file would, individually or in the aggregate, not have a Safety Shot Material Adverse Effect. Â (l)Financial Statements. Â (i)The audited consolidated financial statements for Safety Shot as of and for each of the fiscal years ended on December 31, 2023 and 2022 including the notes thereto and the interim consolidated financial statements for the nine (9) month period ended September 30, 2024 including the notes thereto (collectively, the â€œSafety Shot Financial Statementsâ€) have been, and all financial statements of Safety Shot which are publicly disseminated by Safety Shot in respect of any subsequent periods prior to the Effective Date will be, prepared in accordance with U.S. GAAP applied on a basis consistent with prior periods and all Applicable Law and present fairly, in all material respects, the assets, Liabilities (whether accrued, absolute, contingent or otherwise), consolidated financial position and results of operations of Safety Shot and the Safety Shot Subsidiaries as of the respective dates thereof and its results of operations and cash flows for the respective periods covered thereby (except as may be indicated expressly in the notes thereto). Â (ii)As of the date of this Agreement, none of Safety Shot, any of the Safety Shot Subsidiaries or, to Safety Shotâ€™s knowledge, any director, officer, auditor, accountant or representative of Safety Shot or any of the Safety Shot Subsidiaries has received or otherwise obtained knowledge of any complaint, allegation, assertion or claim that Safety Shot or any of the Safety Shot Subsidiaries has engaged in questionable accounting or auditing practices or any expression of concern from its Employees regarding questionable accounting or auditing matters. Â Â - 54 - Â (m)Litigation. To the knowledge of Safety Shot, other than as set out in Schedule 5.1(m) of the Safety Shot Disclosure Letter, there are no investigations by Governmental Entities, actions, suits or proceedings in progress, pending or threatened against Safety Shot or any of the Safety Shot Subsidiaries, which if successful, would reasonably be expected to have a Safety Shot Material Adverse Effect or would significantly impede the ability of Safety Shot to consummate the Arrangement. Â (n)Undisclosed Liabilities. There are no Liabilities or obligations of Safety Shot of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than Liabilities or obligations: (i) disclosed in the Safety Shot Financial Statements; (ii) incurred in the ordinary course of business since September 30, 2024; (iii) incurred in connection with this Agreement; or (iv) that would not be reasonably expected to have, individually or in the aggregate, a Safety Shot Material Adverse Effect. Â (o)No Restrictions on Business. Safety Shot is not a party to or bound or affected by any commitment, agreement, judgment, injunction, order, decree or document binding upon Safety Shot that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing its business, or individually or in the aggregate, having a Safety Shot Material Adverse Effect or containing any covenant expressly prohibiting, restricting or limiting its freedom or ability to: (i) compete in any line of business or geographic region; (ii) transfer or move any of the assets or operations; (iii) conduct any business practice of Safety Shot as now conducted; or (iv) effect any acquisition of property by Safety Shot (including following the transactions contemplated by this Agreement). Â (p)Intellectual Property. Except as would not be reasonably expected to have, individually or in the aggregate, a Safety Shot Material Adverse Effect: (i) Safety Shot and the Safety Shot Subsidiaries, as applicable, own or possess, or have a licence to or otherwise have the right to use, all Intellectual Property which is material and necessary for the conduct of its business as presently conducted; and (ii) to the knowledge of Safety Shot, neither Safety Shot nor any of the Safety Shot Subsidiaries is infringing on any intellectual property right of any third party. Â (q)Public Disclosure. The information and statements set forth in the Safety Shot Public Record were true, correct and complete, and did not contain any misrepresentation, as of the date of such information or statement. Â (r)No Material Change. Since September 30, 2024, other than as disclosed in the Safety Shot Public Record: Â (i)there has not been any Safety Shot Material Adverse Change (on a consolidated basis) and as of the date of this Agreement, there have been no material facts, transactions, events or occurrences which, to the knowledge of Safety Shot, would reasonably be expected to have a Safety Shot Material Adverse Effect (on a consolidated basis); Â Â - 55 - Â (ii)Safety Shot and the Safety Shot Subsidiaries have not issued, sold, transferred, disposed of, acquired, redeemed, granted options or rights to purchase, rights of first refusal or subscription rights, or sold any securities of Safety Shot or the Safety Shot Subsidiaries (or securities convertible into or exchangeable for Safety Shot Shares) or permitted any reclassifications of any securities of Safety Shot or any of the Safety Shot Subsidiaries; Â (iii)Safety Shot and the Safety Shot Subsidiaries have not amended or modified their constating documents; Â (iv)Safety Shot and the Safety Shot Subsidiaries have not declared, paid or otherwise set aside for payment any non-cash dividend or other non-cash distribution with respect to the Safety Shot Shares or any other equity securities; Â (v)Safety Shot and the Safety Shot Subsidiaries have not merged or consolidated with, or acquired all or substantially all the assets of, or otherwise acquired, any business, business organization or division thereof, or any other Person; Â (vi)no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had, or is reasonably likely to have, individually or in the aggregate, a Safety Shot Material Adverse Effect has been incurred; Â (vii)there has not been any material change to the accounting practices used by Safety Shot and the Safety Shot Subsidiaries; Â (viii)no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had, or is reasonably likely to have, individually or in the aggregate, a Safety Shot Material Adverse Effect has been incurred; Â (ix)there has not been any satisfaction or settlement of any material claims or material Liabilities, other than the settlement of claims or Liabilities in the ordinary course of business; and Â (x)Safety Shot and the Safety Shot Subsidiaries have conducted their business only in the ordinary and normal course consistent with past practice, except for the transactions contemplated by this Agreement. Â (s)Taxes. Other than as set out in Schedule 5.1(s) of the Safety Shot Disclosure Letter, Safety Shot and the Safety Shot Subsidiaries have timely filed all material Tax Returns required to be filed in all applicable jurisdictions and such Tax Returns are, in all material respects, true, complete and correct, and have been prepared and filed in all material respects in accordance with Applicable Law. Safety Shot and the Safety Shot Subsidiaries have made and remitted all material amounts of required deductions or withholdings of Taxes, and have paid all Taxes payable by Safety Shot and any of the Safety Shot Subsidiaries as and when due and payable. Â (t)Corporate Records. The corporate records and minute books, books of account and other records of Safety Shot and each Safety Shot Subsidiary have (whether of a financial or accounting nature or otherwise) been maintained in accordance with, in all material respects, all Applicable Law and prudent business practice and are complete and accurate in all material respects. Copies of the constating documents of Safety Shot and each Safety Shot Subsidiary, together with all amendments to date, which are included in the Safety Shot Information, are accurate and complete in all material respects and have not been amended or superseded. Â Â - 56 - Â (u)Anti-Corruption. Â (i)Safety Shot has not, directly or indirectly: (A) made, offered or authorized any contribution, payment, promise, advantage or gift of funds or property to any official, employee or agent of any Governmental Entity of any jurisdiction or any official of any public international organization; or (B) made any contribution to any candidate for public office, in either case where either the payment or the purpose of such contribution, payment, promise, advantage or gift would violate, or was or would be prohibited under, Applicable Law, including the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the Conventionâ€™s Commentaries, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the Corruption of Foreign Public Officials Act (Canada) or the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) or the rules and regulations promulgated thereunder. Â (ii)No action, suit or proceeding by or before any court or Governmental Entity or any arbitrator involving Safety Shot is pending or threatened under any applicable financial recordkeeping and reporting requirements and under all applicable money laundering laws and statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity, whether in Canada, the United States or other jurisdictions. Â (iii)None of Safety Shot nor any director, officer, agent, Employee or any other Person acting on behalf of Safety Shot, has been or is the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (â€œOFACâ€) (including but not limited to the designation as a â€œspecially designated national or blocked personâ€ thereunder), the Government of Canada, Her Majestyâ€™s Treasury, the European Union or any other relevant sanctions authority; and Safety Shot is not in violation of any of the economic sanctions of the United States administered by OFAC or economic sanctions of any other relevant sanctions authority or any law or executive order relating thereto (the â€œEconomic Sanctionsâ€) or is conducting business with any Person subject to any Economic Sanctions (a â€œSanctioned Personâ€); and neither Safety Shot nor any of its Affiliates are owned by or affiliated with a Sanctioned Person. Â (v)Safety Shot Fairness Opinion. The Safety Shot Board has received the Safety Shot Fairness Opinion, the conclusion of which has been communicated to YerbaÃ© and a true and complete copy of which, when executed and delivered in writing, will be made available to YerbaÃ©, and the Safety Shot Fairness Opinion has not been withdrawn or modified. Â (w)Freely Tradeable Shares. The Consideration Shares to be issued pursuant to the Arrangement, shall be registered or qualified for distribution, or exempt from or not subject to any requirement for registration or qualification for distribution, under Applicable Securities Laws. Such securities shall not be â€œrestricted securitiesâ€ within the meaning of Rule 144 under the U.S. Securities Act or under any other U.S. federal or state securities laws. Â Â - 57 - Â (x)Non-Reliance. YerbaÃ©

acknowledges that none of Safety Shot, any Safety Shot Subsidiary, nor any Safety Shot Stockholder makes any representation or warranty with respect to Safety Shot, any Safety Shot Subsidiary or the Arrangement other than those expressly set forth in this Section 5.1 or any other agreement or instrument entered into by Safety Shot pursuant to this Agreement, and YerbaÃ© has not relied on any statement of any Person in entering into this Agreement other than such express representations and warranties. Â 5.2Representations and Warranties of YerbaÃ© Â YerbaÃ© hereby represents and warrants to and in favour of Safety Shot as follows and acknowledges that Safety Shot is relying on these representations and warranties in connection with the matters contemplated by this Agreement and the consummation of the Arrangement: Â (a)Organization, Status and Qualification. Each of YerbaÃ© and each YerbaÃ© Subsidiary is a corporation duly incorporated, amalgamated or continued, or organized, as the case may be, and is validly subsisting, under the laws of the jurisdiction of its formation and has the requisite power and authority to own, lease and operate its respective properties and assets and to conduct its business as now owned and conducted. Each of YerbaÃ© and each YerbaÃ© Subsidiary is duly qualified to carry on business in each jurisdiction in which its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not, individually or in the aggregate, have a YerbaÃ© Material Adverse Effect. Â (b)Authorization. YerbaÃ© has all necessary corporate power and authority and has taken all necessary corporate action to authorize the execution and delivery of this Agreement and the Contracts, agreements and instruments required by this Agreement to be delivered by it and the performance of its obligations hereunder and thereunder (subject to approval of the YerbaÃ© Board of the YerbaÃ© Circular and matters relating to and to be approved at the YerbaÃ© Meeting). Â (c)Enforceability. This Agreement has been duly executed and delivered by YerbaÃ© and (assuming due execution and delivery by Safety Shot) is a legal, valid and binding obligation of YerbaÃ© enforceable against it in accordance with its terms, except that enforcement may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Applicable Law of general application relating to or affecting the rights of creditors generally and that equitable remedies, including specific performance, may be granted only in the discretion of a court of competent jurisdiction. Each of the Contracts, agreements and instruments required by this Agreement to be delivered by it will, at the Effective Time, have been duly executed and delivered by it and (assuming due execution and delivery by the other parties thereto) will at the Effective Time be enforceable against it in accordance with its terms, except that enforcement may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization moratorium and other Applicable Law of general application relating or affecting the rights of creditors generally and that equitable remedies, including specific performance, may be granted only in the discretion of a court of competent jurisdiction. Â Â - 58 - Â (d)No Violations. Other than as permitted or contemplated under this Agreement and subject to obtaining the consents and delivery of the notices set forth in Schedule 4.2(d) of the YerbaÃ© Disclosure Letter, none of the execution and delivery of this Agreement by YerbaÃ©, the consummation by YerbaÃ© of the Arrangement or any of the transactions contemplated by this Agreement or compliance by YerbaÃ© with any of the provisions hereof will: Â (i)violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which with or without notice or lapse of time or both, would constitute a default) under any of the terms, conditions or provisions of its constating or governing documents; Â (ii)allow any Person to exercise any rights, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which YerbaÃ© is entitled (including by triggering any rights of first refusal or first offer or other restrictions or limitations) under any YerbaÃ© Material Contract; Â (iii)subject to obtaining the Regulatory Approvals and the YerbaÃ© Shareholder Approval in respect of the Arrangement, violate any Applicable Law; or Â (iv)result in any restriction on YerbaÃ© or any YerbaÃ© Subsidiary from engaging in its business, as now conduced, or from competing with any Person or in any geographical area and does not and will not trigger or cause to arise any rights of any Person under any contract or arrangement to restrict YerbaÃ© or any YerbaÃ© Subsidiary from engaging in its business, as now conducted. Â Other than in connection with obtaining any required Regulatory Approvals, compliance with any Applicable Law, stock exchange rules and policies, the Interim Order and the Final Order, no Authorization of, or other action by or in respect of, or filing, recording, registering or publication with, or notification to, any Governmental Entity is necessary on the part of YerbaÃ© for the consummation by YerbaÃ© of its obligations in connection with the Arrangement under this Agreement or for the completion of the Arrangement, except for such Authorizations and filings as to which the failure to obtain or make would not materially impede or delay the ability of YerbaÃ© to consummate the Arrangement. Â (e)Subsidiaries. Other than the YerbaÃ© Subsidiaries, YerbaÃ© does not have any material Subsidiaries or own, directly or indirectly, any shares, partnership interest, limited liability company interest or joint venture interest in, or any security issued by, any other Person. All of the issued and outstanding equity interests of the YerbaÃ© Subsidiaries are owned beneficially and of record by YerbaÃ© and are fully paid and non-assessable. Â (f)Compliance with Applicable Law; No Orders. YerbaÃ© and each YerbaÃ© Subsidiary has complied with all Applicable Law in all material respects and is not in violation of any Applicable Law in any material respect except where the failure to so comply would not reasonably be expected to have a YerbaÃ© Material Adverse Effect. Â Â - 59 - Â (g)Regulatory Approvals. As at the date of this Agreement, there are no Regulatory Approvals required to be obtained by YerbaÃ© or the YerbaÃ© Subsidiaries in connection with this Agreement or the Arrangement other than the Interim Order, the Final Order and the approval of the TSXV. Â (h)Authorized and Issued Capital. The authorized capital of YerbaÃ© consists of an unlimited number of YerbaÃ© Shares and 100,000,000 preferred shares. As of the date of this Agreement, there are issued and outstanding 63,085,228 YerbaÃ© Shares and nil YerbaÃ© preferred shares and no other shares are issued and outstanding. Other than: (i) YerbaÃ© Options to acquire up to 2,163,634 YerbaÃ© Shares; (ii) YerbaÃ© Warrants to acquire up to 12,925,405 YerbaÃ© Shares; (iii) $3,277,000 principal amount Convertible Debentures; (iv) YerbaÃ© RSUs to acquire up to 2,602,774 YerbaÃ© Shares; and (v) YerbaÃ© PSUs to acquire up to 1,480,865 YerbaÃ© Shares, there are no options, warrants or other rights, plans, agreements or commitments of any nature whatsoever requiring the issuance, sale or transfer by YerbaÃ© of any securities of YerbaÃ© (including YerbaÃ© Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any securities of YerbaÃ© (including YerbaÃ© Shares). All outstanding YerbaÃ© Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights. Other than the YerbaÃ© Shares, there are no securities of YerbaÃ© outstanding which have the right to vote generally with the YerbaÃ© Shareholders on any matter. Â (i)Significant Shareholders. To the knowledge of YerbaÃ© and other than as disclosed to Safety Shot, no Person beneficially owns, directly or indirectly, or exercises control or direction over, YerbaÃ© Shares representing more than 10% of the issued and outstanding YerbaÃ© Shares (each, a â€œSignificant Shareholderâ€). Â (j)Bankruptcy. Neither YerbaÃ© nor any YerbaÃ© Subsidiary is an insolvent Person within the meaning of the Bankruptcy and Insolvency Act (Canada) or any other Applicable Law regarding bankruptcy, insolvency or creditorâ€™s rights generally and nor has any such entity made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. Neither YerbaÃ© nor any YerbaÃ© Subsidiary has initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of YerbaÃ© or any YerbaÃ© Subsidiary or any of the assets of YerbaÃ© and no execution or distress has been levied on any of the assets of YerbaÃ©, nor have proceedings been commenced in connection with any of the foregoing. Â (k)Securities Laws Matters. Â (i)YerbaÃ© is a reporting issuer under the Applicable Securities Laws in the provinces of British Columbia, and Alberta. The YerbaÃ© Shares are listed and posted for trading on the TSXV and no Order prohibiting the sale or issuance of the YerbaÃ© Shares has been issued and no (formal or informal) proceedings for such purpose are pending or, to the knowledge of YerbaÃ©, have been threatened. YerbaÃ© is not in default under the Applicable Securities Laws or the rules and policies of the TSXV. Â Â - 60 - Â (ii)YerbaÃ© has not taken any action to cease to be a reporting issuer in the provinces of British Columbia or Alberta, nor has YerbaÃ© received notification from any Governmental Entities seeking to revoke the reporting issuer status of YerbaÃ©. No delisting, suspension of trading or cease trade or other Order or restriction with respect to any securities of YerbaÃ© or any YerbaÃ© Subsidiary is pending, in effect, has been threatened, or is expected to be implemented or undertaken, and YerbaÃ© is not subject to any formal or informal review, enquiry, investigation or other proceeding relating to Applicable Securities Laws. Â (iii)YerbaÃ© has timely filed or furnished all of the YerbaÃ© Public Record required to be filed or furnished by YerbaÃ© with any Governmental Entity, except as disclosed to Safety Shot. Each of the filings comprising the YerbaÃ© Public Record, as filed, complied with Applicable Law and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any misrepresentation. Â (iv)YerbaÃ© has not filed any confidential material change report (which at the date of this Agreement remains confidential) or any other confidential filings (including redacted filings) filed with or furnished to any Governmental Entity. There are no outstanding or unresolved comments in comment letters from any Governmental Entity with respect to any of the YerbaÃ© Public Record and, to the knowledge of YerbaÃ©, neither YerbaÃ© nor anything contained in YerbaÃ© Public Record is the subject of an ongoing audit, review, comment or investigation by any Governmental Entity. Â (l)No Collateral Benefit. Except for the persons disclosed in Section 5.2(l) of the YerbaÃ© Disclosure Letter, no related party of YerbaÃ© (within the meaning of MI 61-101), together with its associated entities, beneficially owns or exercises control or direction over 1% or more of the outstanding YerbaÃ© Shares, except for related parties who will not receive a â€œcollateral benefitâ€ (within the meaning of MI 61-101) as a consequence of the transactions contemplated by this Agreement. The YerbaÃ© Disclosure Letter sets forth all YerbaÃ© Shares that are required by MI 61-101 to be excluded from voting on the Arrangement Resolution. Â (m)U.S. Securities Law Matters. Â (i)The YerbaÃ© Shares are registered pursuant to Section 12(g) of the U.S. Exchange Act and YerbaÃ© is in compliance with its reporting obligations pursuant to Section 13 of the U.S. Exchange Act. Â (ii)Other than the YerbaÃ© Shares, YerbaÃ© does not have, nor is it required to have, any class of securities registered under the U.S. Exchange Act, nor is YerbaÃ© subject to any reporting obligations (whether active or suspended) pursuant to Section 15(d) of the U.S. Exchange Act. Â (iii)YerbaÃ© is not an investment company registered or required to be registered under the U.S. Investment Company Act of 1940. Â Â - 61 - Â (iv)YerbaÃ© is not, and on the Effective Date will not be a â€œshell companyâ€ (as defined in Rule 405 under the U.S. Securities Act). Â (n)Financial Statements. Â (i)The YerbaÃ© Financial Statements fairly present, in accordance with U.S. GAAP, consistently applied, the financial position and condition of YerbaÃ© at the dates thereof and the results of the operations of YerbaÃ© for the periods then ended and reflect, in accordance with U.S. GAAP, consistently applied, all material assets, Liabilities or obligations (absolute, accrued, contingent or otherwise) of YerbaÃ©, as at the dates thereof. Â (ii)Neither YerbaÃ© nor, to YerbaÃ©â€™s knowledge, any director, officer, Employee, auditor, accountant or representative of YerbaÃ©, has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion, expression of concern or claim from any source, whether written or oral, regarding the accounting, internal accounting controls or auditing practices, procedures, methodologies or methods of YerbaÃ© or the YerbaÃ© Subsidiaries, including any material complaint, allegation, assertion, expression of concern or claim from any source that YerbaÃ© has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the YerbaÃ© Board. Â (o)Litigation. To the knowledge of YerbaÃ©, there are no investigations by Governmental Entities, actions, suits or proceedings in progress, pending or threatened against YerbaÃ© or any of the YerbaÃ© Subsidiaries, which if successful, would reasonably be expected to have a YerbaÃ© Material Adverse Effect or would significantly impede the ability of YerbaÃ© to consummate the Arrangement. Â (p)Undisclosed Liabilities. There are no Liabilities or obligations of YerbaÃ© of any kind whatsoever whether accrued, contingent, absolute, determined, determinable or otherwise, other than Liabilities or obligations: (i) disclosed in the YerbaÃ© Financial Statements; (ii) incurred in the ordinary course of business since September 30, 2024; (iii) incurred in connection with this Agreement; or (iv) that would not be reasonably expected to have, individually or in the aggregate, a YerbaÃ© Material Adverse Effect. Â (q)No Restrictions on Business. Neither YerbaÃ© nor any YerbaÃ© Subsidiary is a party to or bound or affected by any commitment, agreement, judgment, injunction, order, decree or document binding upon YerbaÃ© or such YerbaÃ© Subsidiary that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing its business, or individually or in the aggregate, having a YerbaÃ© Material Adverse Effect or containing any covenant expressly prohibiting, restricting or limiting its freedom or ability to: (i) compete in any line of business or geographic region; (ii) transfer or move any of the assets or operations; (iii) conduct any business practice of YerbaÃ© or such YerbaÃ© Subsidiary as now conducted; or (iv) effect any acquisition of property by YerbaÃ© or such YerbaÃ© Subsidiary (including following the transactions contemplated by this Agreement). Â (r)Real Property. Â (i)Except as would not be reasonably expected to have, individually or in the aggregate, a YerbaÃ© Material Adverse Effect: (A) YerbaÃ© and the YerbaÃ© Subsidiaries, as applicable, have valid, good and marketable title to all of the real or immovable property owned by them (collectively, the â€œYerbaÃ© Owned Propertiesâ€) free and clear of any Liens, except for Permitted Liens; and (B) there are no outstanding options or rights of first refusal to purchase the YerbaÃ© Owned Properties or any portion thereof or interest therein. Â Â - 62 - Â (ii)Except as would not be reasonably expected to have, individually or in the aggregate, a YerbaÃ© Material Adverse Effect: (A) each lease or sublease for real and immovable property leased or subleased by YerbaÃ© or any YerbaÃ© Subsidiaries creates a good and valid leasehold estate in the premises thereby demised and is in full force and effect; (B) none of YerbaÃ© or any YerbaÃ© Subsidiaries is in breach of, or default under, such lease or sublease and no event has occurred which, with notice, lapse of time or both, would constitute such a breach or default by YerbaÃ© or any YerbaÃ© Subsidiaries or permit termination, modification or acceleration by any third party thereunder; and (C) to the knowledge of YerbaÃ©, no third party has repudiated or has the right to terminate or repudiate any such lease or sublease (except for the normal exercise of remedies in connection with a default thereunder or any termination rights set forth in the lease or sublease) or any provision thereof. Â (s)Personal Property. YerbaÃ© and the YerbaÃ© Subsidiaries have valid, good and marketable title to all personal property owned by them, except as would not, individually or in the aggregate, be reasonably expected to have a YerbaÃ© Material Adverse Effect. Â (t)Intellectual Property. Â (i)Schedule 5.2(t)(i) of the YerbaÃ© Disclosure Letter contains a complete and correct list of all registrations and applications for patents, trademarks, trade names, service marks, service names, brand names, copyrights, know-how and software, and any other material Intellectual Property used or held for use in the operation of YerbaÃ©â€™s business, together with a complete list of all licenses granted by or to YerbaÃ© with respect to any of the foregoing (other than licenses and shrink wrap licenses for commercial off-the-shelf software products with annual fees of less than $50,000). Schedule 5.2(t)(i) of the YerbaÃ© Disclosure Letter also lists for each such item, where applicable, (A) the name of the record owner; (B) the applicable application, registration or serial or other similar identification number; (C) the jurisdiction in which such item has been registered or filed; (D) the date of filing or issuance; and (E) a list of any approvals required with respect to any content incorporated into any item set forth on Schedule 5.2(t)(ii) of the YerbaÃ© Disclosure Letter and, if any such approval is required, the name and contact information associated therewith. Â (ii)Schedule 5.2(t)(ii) of the YerbaÃ© Disclosure Letter contains the following information: (A) a list of any and all domain names associated with YerbaÃ©; (B) contact information for the domain owner responsible for authorizing transfer, unlocking the domain and providing Safety Shot with the domain key; (C) a list of any existing websites social media pages (e.g., Facebook, Twitter, LinkedIn, etc.) and a description of any intranet for YerbaÃ© (if any exist); (D) contact information for the owner of each item included in subsection (C) above and administrative access to the accounts relating thereto (login information); and (E) a list of any approvals required with respect to any content incorporated into any item set forth on Schedule 5.2(t)(ii) of the YerbaÃ© Disclosure Letter and, if any such approval is required, the name and contact information associated therewith. Â Â - 63 - Â (iii)(A) YerbaÃ© and the YerbaÃ© Subsidiaries, as applicable, own or possess, or have an exclusive licence to or otherwise have the exclusive right to use, all Intellectual Property which is material to and necessary for the conduct of its business as presently conducted (collectively, the â€œYerbaÃ© Intellectual Property Rightsâ€) in each case without payment obligations to any third party, free and clear of any Liens as of the Effective Date, and not subject to termination by any third party; (B) all such YerbaÃ© Intellectual Property Rights that are registrations and applications for patents, trademarks, trade names, service marks, service names, brand names, copyrights, know-how and software (collectively, the â€œYerbaÃ© Registered IPâ€) are owned by YerbaÃ© or the YerbaÃ© Subsidiaries and are valid and enforceable; (C) no third party is infringing upon the YerbaÃ© Intellectual Property Rights; (D) there is no pending or threatened, action, suit, proceeding or claim by others challenging YerbaÃ©â€™s or any of the YerbaÃ© Subsidiariesâ€™ rights in or to any YerbaÃ© Intellectual Property Rights, and YerbaÃ© and the YerbaÃ© Subsidiaries are unaware of any facts which would form a reasonable basis for any such claim; (E) the YerbaÃ© Intellectual Property Rights have not been adjudged invalid or unenforceable, in whole or in part, and there is no pending or, threatened action, suit, proceeding or claim by others challenging the validity or scope of any YerbaÃ© Intellectual Property Rights, and YerbaÃ© and the YerbaÃ© Subsidiaries are unaware of any facts which would form a reasonable basis for any such claim; (F) there is no pending or threatened action, suit, proceeding or claim by others that YerbaÃ© or any of the YerbaÃ© Subsidiaries infringes, misappropriates or otherwise violates any Intellectual Property or other proprietary rights of others, neither YerbaÃ© nor any of the YerbaÃ© Subsidiaries has received any written notice of such claim and YerbaÃ© the YerbaÃ© Subsidiaries are unaware of any other facts which would form a reasonable basis for any such claim; and (G) no current or former Employee or contractor of YerbaÃ© or any of the YerbaÃ© Subsidiaries is in or has been in violation of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement or any restrictive covenant to or with a former employer where the basis of such violation relates to such Employee or contractorâ€™s employment with YerbaÃ© or any of the YerbaÃ© Subsidiaries or actions undertaken by the Employee or contractor while employed with YerbaÃ© or any of the YerbaÃ© Subsidiaries. Â (iv)YerbaÃ© and the YerbaÃ© Subsidiaries have taken commercially reasonable steps in accordance with normal industry practice to maintain, protect and enforce their rights in any trade secrets in YerbaÃ©â€™s Intellectual Property, and there has been no unauthorized disclosure to any third party of the same. Â (v)All Persons who have participated in or contributed to the creation, authorship, conception, or development for or on behalf of YerbaÃ© or any of the YerbaÃ© Subsidiaries of any YerbaÃ© Intellectual Property, in whole or in part, have executed and delivered to YerbaÃ© or the applicable YerbaÃ© Subsidiary a Contract (A) restricting the disclosure and use by such Person of any trade secrets in the YerbaÃ© Intellectual Property and (B) providing for the irrevocable and unconditional assignment, using present tense assignment language, by such Person to YerbaÃ© or the applicable YerbaÃ© Subsidiary of all right, title, and interest in and to all YerbaÃ© Intellectual Property Rights arising out of such Personâ€™s employment by, engagement by, or contract with YerbaÃ© or any YerbaÃ© Subsidiary, or where such rights, including moral rights, are incapable of assignment, they have been waived. No funding, facilities or personnel of any Governmental Entities were used by YerbaÃ© to develop any YerbaÃ© Intellectual Property Rights. YerbaÃ© or any of the YerbaÃ© Subsidiaries is not now nor has ever been a member or promoter of, or a contributor to, any industry standards body or any similar organization that would reasonably be expected to require or obligate YerbaÃ© or any of the YerbaÃ© Subsidiaries to grant or offer to any other Person any license or right to any YerbaÃ© Intellectual Property Rights owned by YerbaÃ© or any of the YerbaÃ© Subsidiaries. Â Â - 64 - Â (vi)The consummation of the transactions contemplated by the Arrangement Agreement will not cause a modification, cancellation, termination, suspension or acceleration of any right, obligation or payment with respect to any YerbaÃ© Intellectual Property Rights. Â (u)Employment Matters. Â (i)Section 5.2(u)(i) of the YerbaÃ© Disclosure Letter sets forth a complete and accurate list of all current YerbaÃ© employees and each such Employeeâ€™s (a) classification as exempt or non-exempt from the US Fair Labor Standards Act and applicable state law and, if exempt, the basis for such exemption; (b) rate of hourly pay or annual salary compensation; (c) terms of incentive compensation (including actual or potential bonus payments and the terms of any commission payments or programs); (d) title(s); (e) location of employment; (f) date of hire; (g) annual vacation, sick and other paid time off allowance; (h) amount of accrued vacation, sick and other paid time off and the economic value thereof; (i) description of other fringe benefits; (j) terms of severance benefits; (k) participation in any Employee Plan; and (l) whether the Employee is on a leave of absence, and if the Employee is on a leave, the classification of such leave and the expected date of the Employeeâ€™s return. Â (ii)Other than as disclosed in the YerbaÃ© Disclosure Letter, all Employees of YerbaÃ© are employed at will. No Employee of YerbaÃ© has any agreement as to length of notice or severance payment required to terminate his or her employment other than such as results from Applicable Law from the employment of an employee without an agreement as to notice or severance. Â (iii)Each YerbaÃ© Employee that has been classified as exempt from the Fair Labor Standards Act or any analogous Applicable Law during the three (3) years prior to the date of this Agreement has been properly classified as exempt and has been paid solely as a salaried employee. YerbaÃ© and the YerbaÃ© Subsidiaries have kept and retained accurate time records for the number of hours worked by each YerbaÃ© Employee who is classified as non-exempt from the Fair Labor Standards Act or any analogous Applicable Laws during the three (3) years prior to the date of this Agreement. Â Â - 65 - Â (iv)Other than as disclosed in the YerbaÃ© Disclosure Letter, there are no change of control payments, golden parachutes, severance payments, retention payments, Contracts or other agreements with current or former YerbaÃ© Employees providing for cash or other compensation or benefits upon the consummation of, or relating to, the Arrangement, including a change of control of YerbaÃ© or any of the YerbaÃ© Subsidiaries, including the transaction contemplated by this Agreement. Â (v)YerbaÃ© and the YerbaÃ© Subsidiaries have paid in full, in compliance with their payroll practices and Applicable Law, all amounts due to the YerbaÃ© Employees, including but not limited to any wages, benefits, encashment of leaves, severance and notice pay, and there are no outstanding Liabilities whatsoever, with respect thereto, or any claims with respect thereof. All amounts that YerbaÃ© and the YerbaÃ© Subsidiaries are legally or contractually required to either (a) deduct from the YerbaÃ© Employeesâ€™ salaries and any other compensation or benefit or to transfer to such employees pursuant to an Employee Plan or (b) withhold from the YerbaÃ© Employeesâ€™ salaries and any other compensation or benefits and to pay to any Governmental Entity as required by any Applicable Law, have been duly deducted, transferred, withheld and paid, and YerbaÃ© and the YerbaÃ© Subsidiaries do not have any outstanding obligation to make any such deduction, transfer, withholding or payment (other than routine payments, deductions or withholdings to be timely made in the ordinary course of business and consistent with Applicable Law). Â (vi)YerbaÃ© and the YerbaÃ© Subsidiaries are in material compliance with all terms and conditions of employment and all Applicable Laws respecting employment, including hiring practices, pay equity, wages, hours of work, overtime, vacation, parental and family leave and pay, harassment, discrimination or retaliation, whistleblowing, disability rights or benefits, equal opportunity, employee trainings and notices, workersâ€™ compensation, affirmative action, unemployment insurance and workers compensation. Â (vii)For the three (3) years prior to the date of this Agreement, there have been no charges and no charge is currently pending under applicable occupational health and safety legislation. YerbaÃ© has complied in all material respects with any orders issued under applicable occupational health and safety legislation and there are no appeals of any orders under applicable occupational health and safety legislation currently outstanding. Â (viii)For the three (3) years prior to the date of this Agreement, there have been no YerbaÃ© Employee related claims, complaints, investigations or orders under any Applicable Laws respecting employment and no claim, complaint, investigation or order is now pending or, to the knowledge of YerbaÃ©, threatened against YerbaÃ© and the YerbaÃ© Subsidiaries by or before any Governmental Entity as of the date of this Agreement and, as of the date of this Agreement, no such claims, complaints, investigations or orders could reasonably be expected to have a YerbaÃ© Material Adverse Effect. For the three (3) years prior to the date of this Agreement, YerbaÃ© and the YerbaÃ© Subsidiaries have addressed in all material respects all employment discrimination and sexual harassment allegations by, or against, any YerbaÃ© Employee of which YerbaÃ© has knowledge as required in accordance with applicable policies and procedures and Applicable Law. With respect to each such allegation with potential merit, YerbaÃ© and the YerbaÃ© Subsidiaries have taken prompt corrective actions intended to stop and/or redress the discriminatory or harassing conduct as required in accordance with applicable policies and procedures and Applicable Law. Â Â - 66 - Â (ix)None of YerbaÃ© or the YerbaÃ© Subsidiaries is: (A) a party to any collective bargaining agreement with respect to any YerbaÃ© Employees or any contract with any employee association; or (B) is subject to any application for certification or, to the knowledge of YerbaÃ©, threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement and no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any employees of YerbaÃ© by way of certification, voluntary recognition or succession rights. There is no labour strike, dispute, work slowdown or stoppage pending or involving, or to the knowledge of YerbaÃ© threatened against YerbaÃ© or any of the YerbaÃ© Subsidiaries. For the three (3) years prior to the date of this Agreement, there have not been and to the knowledge of YerbaÃ© there are no threatened charges or complaints before the National Labor Relations Board or analogous state or foreign Governmental Entity. Â (x)Each current YerbaÃ© Employee, consultant or independent contractor who is located in the United States and is not a United States citizen has all approvals necessary to work in the United States in accordance with Applicable Law. YerbaÃ© and the YerbaÃ© Subsidiaries have in their files a Form I-9 that is validly and properly completed in accordance with Applicable Law for each YerbaÃ© Employee, consultant or independent contractor with respect to whom such form is required by Applicable Law. YerbaÃ© and the YerbaÃ© Subsidiaries have verified the eligibility of all individuals employed by any of them within the three (3) years prior to the date of this Agreement through the U.S. Department of Homeland Securityâ€™s e-Verify system. Â (xi)YerbaÃ© has provided a complete and accurate list of all current consultants or independent contractors of YerbaÃ© and the YerbaÃ© Subsidiaries, which consultant or independent contractor is a natural person or is providing services through a personal services company, and provided each such individualâ€™s (a) rate of pay; (b) incentive compensation (including actual or potential bonus payments and the terms of any commission payments or programs); (c) title(s) (if any); (d) location of engagement; (e) date of engagement; and (f) terms under which such individualâ€™s services are terminable. Each person who is or has been classified as an independent contractor, or as any other non-employee category, by YerbaÃ© or the YerbaÃ© Subsidiaries is or has been correctly so classified, is not a common law Employee of YerbaÃ© or the YerbaÃ© Subsidiaries, is not entitled to any compensation or benefits to which regular Employees are or were at the relevant time entitled, and is and has been engaged in accordance with all Applicable Laws. Â Â - 67 - Â (v)Material Contracts and Other Contracts. True and correct copies of all YerbaÃ© Material Contracts entered into by YerbaÃ© and the YerbaÃ© Subsidiaries have been included in the YerbaÃ© Information and: Â (i)such YerbaÃ© Material Contracts are valid and binding obligations of YerbaÃ© or the applicable YerbaÃ© Subsidiary, and YerbaÃ© has no reason to believe that such YerbaÃ© Material Contracts are not, valid and binding obligations of each other party thereto; Â (ii)neither YerbaÃ© nor, to the knowledge of YerbaÃ©, any of the other parties thereto (including any YerbaÃ© Subsidiary), is in breach or violation of, or default under (in each case, with or without notice or lapse of time or both) any such YerbaÃ© Material Contract and YerbaÃ© has not received or given any notice of a default under any such YerbaÃ© Material Contract which remains uncured; and Â (iii)to the knowledge of YerbaÃ©, there exists no state of facts which after notice or lapse of time or both would constitute a default or breach of any YerbaÃ© Material Contract or entitle any party to terminate, accelerate, modify or cause a default under, or trigger any pre-emptive rights or rights of first refusal under, any such YerbaÃ© Material Contracts. Â (w)Public Disclosure. The information and statements set forth in the YerbaÃ© Public Record were true, correct and complete, and did not contain any misrepresentation, as of the date of such information or statement. Â (x)No Material Change. Since the date of the latest YerbaÃ© Financial Statements: Â (i)there has not been any YerbaÃ© Material Adverse Change (on a consolidated basis) and as of the date of this Agreement, there have been no material facts, transactions, events or occurrences which, to the knowledge of YerbaÃ©, would reasonably be expected to have a YerbaÃ© Material Adverse Effect (on a consolidated basis); Â (ii)YerbaÃ© and the YerbaÃ© Subsidiaries have not issued, sold, transferred, disposed of, acquired, redeemed, granted options or rights to purchase, rights of first refusal or subscription rights, or sold any securities of YerbaÃ© or the YerbaÃ© Subsidiaries (or securities convertible into or exchangeable for YerbaÃ© Shares) or permitted any reclassifications of any securities of YerbaÃ© or any of the YerbaÃ© Subsidiaries; Â (iii)YerbaÃ© and the YerbaÃ© Subsidiaries have not amended or modified their constating documents; Â (iv)YerbaÃ© and the YerbaÃ© Subsidiaries have not declared, paid or otherwise set aside for payment any non-cash dividend or other non-cash distribution with respect to the YerbaÃ© Shares or any other equity securities; Â (v)YerbaÃ© and the YerbaÃ© Subsidiaries have not merged or consolidated with, or acquired all or substantially all the assets of, or otherwise acquired, any business, business organization or division thereof, or any other Person; Â Â - 68 - Â (vi)other than as disclosed in the YerbaÃ© Disclosure Letter, there has not been any material increase in the salary, bonus or other remuneration payable by YerbaÃ© or any of the YerbaÃ© Subsidiaries to any of their respective directors, officers, Employees or consultants, and there has not been any amendment or modification to the vesting or exercisability schedule or criteria, including any acceleration, right to accelerate or acceleration event or other entitlement under any stock option, deferred compensation or other compensation award or any grant to such director, officer, Employee or consultant of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement made to, for or with any of such directors, officers, Employees or consultants; Â (vii)no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had, or is reasonably likely to have, individually or in the aggregate, a YerbaÃ© Material Adverse Effect has been incurred; Â (viii)there has not been any material change to the accounting practices used by YerbaÃ© and the YerbaÃ© Subsidiaries; Â (ix)there has not been any entering into, or any amendment of, any YerbaÃ© Material Contract other than in the ordinary course of business consistent with past practice; Â (x)there has not been any satisfaction or settlement of any material claims or material Liabilities, other than the settlement of claims or Liabilities in the ordinary course of business; and Â (xi)YerbaÃ© and the YerbaÃ© Subsidiaries have conducted their business only in the ordinary and normal course consistent with past practice, except for the transactions contemplated by this Agreement. Â (y)Taxes. Â (i)YerbaÃ© and the YerbaÃ© Subsidiaries have timely filed, all material Tax Returns prior to the date hereof, other than those which have been administratively waived, and all such Tax Returns are true, complete and correct and are in accordance with Applicable Law in all material respects; Â (ii)YerbaÃ© and the YerbaÃ© Subsidiaries have paid on a timely basis all Taxes and all assessments and reassessments of Taxes due on or before the date hereof, other than Taxes which are being or have been contested in good faith and for which adequate accruals have been provided in the YerbaÃ© Financial Statements. YerbaÃ© and the YerbaÃ© Subsidiaries have provided adequate accruals in accordance with U.S. GAAP in the most recent YerbaÃ© Financial Statements for any Taxes of YerbaÃ© and each of the YerbaÃ© Subsidiaries for the period covered by such financial statements that have not been paid whether or not shown as being due in any Tax Returns. Since the date of the most recent YerbaÃ© Financial Statements, no material liability in respect of Taxes not reflected in such financial statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business; Â Â - 69 - Â (iii)YerbaÃ© and the YerbaÃ© Subsidiaries have duly and timely withheld, or caused to be withheld, all material amounts of Taxes required by Applicable Law to be withheld by it (including Taxes and other amounts required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account of any Person, including any present or former Employees, officers or directors and any Persons who are non-residents of Canada for the purpose of the Tax Act) and duly and timely remitted, or caused to be remitted, to the appropriate Taxing Authority such Taxes required by Applicable Law to be remitted by it; Â (iv)YerbaÃ© and the YerbaÃ© Subsidiaries have duly and timely collected, or caused to be collected, all material amounts of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by Applicable Law to be collected by it and duly and timely remitted to the appropriate Taxing Authority any such amounts required by Applicable Law to be remitted by it; Â (v)there are no audits or investigations in progress, or to the knowledge of YerbaÃ©, pending or threatened by any Governmental Entity with respect to Taxes against YerbaÃ© or any YerbaÃ© Subsidiary or any of the assets of YerbaÃ© or any YerbaÃ© Subsidiary; and to the knowledge of YerbaÃ©, no deficiencies, litigation, proposed adjustments or matters in controversy with respect to any amount of Taxes of YerbaÃ© or any YerbaÃ© Subsidiary have been asserted or have been raised by any Governmental Entity which remain unresolved at the date hereof, except, in each case, as are being contested in good faith and for which adequate accruals have been provided in the YerbaÃ© Financial Statements; Â (vi)there are no currently effective elections, agreements or waivers extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of any amount of Taxes of, or the filing of any Tax Return or any payment of any amount of Taxes by, YerbaÃ© or any YerbaÃ© Subsidiary; Â (vii)YerbaÃ© is, and has been since incorporation, a â€œtaxable Canadian corporationâ€ as defined in the Tax Act; Â (viii)there are no circumstances existing which could result in additional Taxes owing as a result of the application of Section 17, Section 18(4), Section 78, Section 79, Sections 80 to 80.04 or Section 245 of the Tax Act to each of YerbaÃ© and the YerbaÃ© Subsidiaries; Â (ix)there are no Liens for Taxes upon any of the assets of YerbaÃ© or any of the YerbaÃ© Subsidiaries; Â (x)none of YerbaÃ© or any YerbaÃ© Subsidiaries have engaged in any â€œreportable transactionâ€ as defined in Section 237.3(1) of the Tax Act (or any comparable provision of any other applicable Law, including U.S. Treasury Regulations Section 1.6011-4(b)(1)) or any â€œnotifiable transactionâ€ as defined in Section 237.4(1) of the Tax Act (or any comparable provision of any other Applicable Law); Â Â - 70 - Â (xi)YerbaÃ© and each of the YerbaÃ© Subsidiaries have complied in all material respects with relevant transfer pricing laws (including, Section 247 of the Tax Act), including any documentation and record keeping requirements thereunder; and Â (xii)YerbaÃ© has not either directly or indirectly transferred any property to or supplied any services to or acquired any property or services from a Person with whom it was not dealing at armâ€™s length (for the purposes of the Tax Act) for consideration other than consideration equal to the fair market value of the property or services at the time of the transfer, supply or acquisition of the property or services. Â (z)Corporate Records. The corporate records and minute books, books of account and other records of YerbaÃ© and each YerbaÃ© Subsidiary have (whether of a financial or accounting nature or otherwise) been maintained in accordance with, in all material respects, all Applicable Law and prudent business practice and are complete and accurate in all material respects. Copies of the constating documents of YerbaÃ© and each YerbaÃ© Subsidiary, together with all amendments to date, which are included in the YerbaÃ© Information, are accurate and complete in all material respects and have not been amended or superseded. Â (aa)Insurance. Policies of insurance are in force naming YerbaÃ© as an insured that adequately cover all risks as are customarily covered by businesses in the industry in which YerbaÃ© operates and YerbaÃ© and the YerbaÃ© Subsidiaries are in compliance in all material respects with all requirements with respect to such policies. All such policies shall remain in force and effect (subject to taking into account insurance market conditions and offerings and industry practices) and shall not be cancelled or otherwise terminated as a result of the Arrangement. To the knowledge of YerbaÃ©, each material insurance policy currently in effect that insures the physical properties, business, operations and assets of YerbaÃ© and the YerbaÃ© Subsidiaries is valid and binding and in full force and effect and there is no material claim pending under any such policies as to which coverage has been questioned, denied or disputed. There is no material claim pending under any insurance policy of YerbaÃ© or any Subsidiary that has been denied, rejected, questioned, or disputed by any insurer or as to which any insurer has made any reservation of rights or refused to cover all or any material portion of such claims. Â (bb)Employee Plans. Â (i)Except as would not be reasonably expected to have, individually or in the aggregate, a YerbaÃ© Material Adverse Effect, all of the Employee Plans are and have been established, registered, qualified and administered in accordance with all Applicable Law and in accordance with their terms, the terms of the material documents that support such Employee Plans and the terms of agreements between YerbaÃ© and the YerbaÃ© Subsidiaries and YerbaÃ© Employees (present and former) who are members of, or beneficiaries under, the Employee Plans. To the knowledge of YerbaÃ©, no fact or circumstance exists which could adversely affect the registered status of any such Employee Plan. Neither YerbaÃ© nor, to the knowledge of YerbaÃ©, any of its agents or delegates, has breached any fiduciary obligation with respect to the administration or investment of any Employee Plan. Â Â - 71 - Â (ii)Except as would not be reasonably expected to have, individually or in the aggregate, a YerbaÃ© Material Adverse Effect: (A) all current obligations of YerbaÃ© regarding the Employee Plans have been satisfied; and (B) all contributions, premiums or Taxes required to be made or paid by YerbaÃ© by Applicable Law or under the terms of each Employee Plan have been made in a timely fashion in accordance with Applicable Law and the terms of the applicable Employee Plan. Â (iii)There are no material pension or retirement income plans of YerbaÃ©. Â (iv)To the knowledge of YerbaÃ©, no Employee Plan is subject to any pending investigation, examination, action, claim (including claims for Taxes, interest, penalties or fines) or any other proceeding initiated by any Person (other than routine claims for benefits) which, if adversely determined, would be reasonably expected to have, individually or in the aggregate, a YerbaÃ© Material Adverse Effect and, to the knowledge of YerbaÃ©, there exists no state of facts which could reasonably be expected to give rise to any such investigation, examination, action, claim or other proceeding. Â (v)Except as provided in this Agreement, the execution, delivery and performance of this Agreement and the consummation of the Arrangement will not: (A) result in any material payment (including bonus, golden parachutes, retirement, severance, unemployment compensation or other benefit or enhanced benefit) becoming due or payable to any of the YerbaÃ© Employees (present or former); (B) materially increase the compensation or benefits otherwise payable to any YerbaÃ© Employee (present or former); or (C) result in the acceleration of the time of payment or vesting of any material benefits or entitlements otherwise available pursuant to any Employee Plan. Â (vi)None of the Employee Plans provide for retiree or post-termination benefits or for benefits to retired or terminated Employees or to the beneficiaries or dependants of retired or terminated Employees. Â (vii)All current obligations of YerbaÃ© regarding the Employee Plans have been satisfied, and all contributions, premiums or Taxes required to be made or paid by YerbaÃ© by Applicable Law or under the terms of each Employee Plan have been made in a timely fashion in accordance with Applicable Law and the terms of the applicable Employee Plan. Â (cc)Environmental Matters. Except as would not be reasonably expected to have, individually or in the aggregate, a YerbaÃ© Material Adverse Effect: (i) no written notice, order, complaint or penalty has been received by YerbaÃ© or any of the YerbaÃ© Subsidiaries alleging that YerbaÃ© or any of the YerbaÃ© Subsidiaries is in violation of, or has any liability or potential liability under, any Environmental Laws and there are no judicial, administrative or other actions, suits or proceedings pending or, to the knowledge of YerbaÃ©, threatened against YerbaÃ© or any of the YerbaÃ© Subsidiaries which alleges a violation of, or any liability or potential liability under, any Environmental Laws; (ii) YerbaÃ© and each of the YerbaÃ© Subsidiaries has all environmental permits necessary for the operation of their respective businesses and to comply with all Environmental Laws; and (iii) the operations of YerbaÃ© and each of the YerbaÃ© Subsidiaries are in compliance with Environmental Laws. Â Â - 72 - Â (dd)No Dividends. Since December 31, 2023, YerbaÃ© has not declared, paid or resolved to declare or pay any dividends or distributions. Â (ee)Related Party Transactions. Other than as disclosed in the YerbaÃ© Disclosure Letter, no officer, director or Employee of YerbaÃ©, or any Affiliate of such officer, director or Employee: (i) is a party to any contract or transaction with YerbaÃ© (other than services as Employees, officers or directors); (ii) has any ownership interest in any property, real or personal or mixed, tangible or intangible, used by YerbaÃ© or any YerbaÃ© Subsidiary in its business; or (iii) is indebted to YerbaÃ© or any YerbaÃ© Subsidiary. Â (ff)Brokers. Other than as set out in Schedule 4.2(dd) of the YerbaÃ© Disclosure Letter, no broker, finder or investment banker is entitled to any brokerage, finderâ€™s or other fee or commission from, or to the reimbursement of any of its expenses by, YerbaÃ© in connection with this Agreement or the Arrangement. Â (gg)Anti-Corruption. Â (i)Neither YerbaÃ© nor any YerbaÃ© Subsidiary has, directly or indirectly: (A) made, offered or authorized any contribution, payment, promise, advantage or gift of funds or property to any official, employee or agent of any Governmental Entity of any jurisdiction or any official of any public international organization; or (B) made any contribution to any candidate for public office, in either case where either the payment or the purpose of such contribution, payment, promise, advantage or gift would violate, or was or would be prohibited under, Applicable Law, including the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the Conventionâ€™s Commentaries, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the Corruption of Foreign Public Officials Act (Canada) or the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) or the rules and regulations promulgated thereunder. Â (ii)No action, suit or proceeding by or before any court or Governmental Entity or any arbitrator involving YerbaÃ© or any YerbaÃ© Subsidiary is pending or threatened under any applicable financial recordkeeping and reporting requirements and under all applicable money laundering laws and statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity, whether in Canada or other jurisdictions. Â (iii)None of YerbaÃ©, any YerbaÃ© Subsidiary, nor any director, officer, agent, Employee or any other Person acting on behalf of YerbaÃ©, or any YerbaÃ© Subsidiary has been or is the subject of any sanctions administered by the OFAC (including but not limited to the designation as a â€œspecially designated national or blocked personâ€ thereunder), the Government of Canada, Her Majestyâ€™s Treasury, the European Union or any other relevant sanctions authority; and none of YerbaÃ© or any YerbaÃ© Subsidiary is in violation of any of the economic sanctions of the United States administered by OFAC or Economic Sanctions or is conducting business with any Person subject to any Economic Sanctions. Â Â - 73 - Â (hh)Equity Monetization Plans. Other than as disclosed in the YerbaÃ© Disclosure Letter, there are no outstanding stock appreciation rights, phantom equity, profit sharing plan or similar rights, agreements, arrangements or commitments payable to any

Employee and which are based upon the revenue, value, income or any other attribute of YerbaÃ© or any YerbaÃ© Subsidiary. Â (ii)Rights Plans. YerbaÃ© does not have any similar type of shareholder rights plan. YerbaÃ© will not adopt any shareholder rights plan or any other similar form of plan, agreement, Contract or instrument that will trigger any rights to acquire YerbaÃ© Shares or other securities of YerbaÃ© or any YerbaÃ© Subsidiary upon the entering into of this Agreement or in connection with the Arrangement. Â (jj)Investment Company. None of YerbaÃ© or any YerbaÃ© Subsidiary is registered or required to be registered as an â€œinvestment companyâ€ pursuant to the United States Investment Company Act of 1940, as amended. Â (kk)YerbaÃ© Fairness Opinion. The YerbaÃ© Board has received the YerbaÃ© Fairness Opinion, the conclusion of which has been communicated to Safety Shot and a true and complete copy of which, when executed and delivered in writing, will be made available to Safety Shot, and the YerbaÃ© Fairness Opinion has not been withdrawn or modified. Â (ll)Shareholder Agreements. There are no shareholders agreements, registration rights agreements, voting trusts, proxies or similar agreements, arrangements, or commitments to which YerbaÃ© is a party or, to the knowledge of YerbaÃ©, with respect to any shares or other equity interests of YerbaÃ© or any other Contract relating to disposition, voting or dividends with respect of any equity securities of YerbaÃ©. Â (mm)Competition Act. YerbaÃ©, together with its Affiliates, as such term is defined under the Competition Act, neither have assets in Canada with an aggregate value in excess of CAD$93,000,000 nor aggregate gross revenues from sales in, from or into Canada in excess of CAD$93,000,000, as determined in accordance with the Competition Act. Â (nn)Long-term Debt. Other than as set out in Section 5.2(nn) of the YerbaÃ© Disclosure Letter, as of the Effective Date, YerbaÃ© shall have no long-term Indebtedness outstanding. Â (oo)Transaction Expenses. As of the Effective Date, the outstanding and unpaid Transaction Expenses of YerbaÃ© shall be equal to or less than $500,000. Â Â - 74 - Â (pp)Research Studies. The research studies conducted by or on behalf of, or sponsored by, YerbaÃ© or any YerbaÃ© Subsidiary, or in which YerbaÃ© or any YerbaÃ© Subsidiary have participated, as applicable, were and, if still pending, are being, conducted in all material respects in accordance with applicable experimental protocols, procedures and controls pursuant to, where applicable, accepted professional and scientific standards for products or product candidates comparable to those being developed by YerbaÃ© or any YerbaÃ© Subsidiary and all applicable statutes, rules and regulations to which they are subject, and none of YerbaÃ© or any YerbaÃ© Subsidiary has received any written notices or correspondence from any federal, provincial, state, local or foreign governmental body exercising authority or any institutional review board or comparable authority requiring or threatening the premature termination, suspension, material modification or clinical hold of any research studies conducted by or on behalf of, or sponsored by, YerbaÃ© or any YerbaÃ© Subsidiary or in which YerbaÃ© or any YerbaÃ© Subsidiary has participated, and to YerbaÃ© or any YerbaÃ© Subsidiaryâ€™s knowledge, there are no reasonable grounds for the same. There has not been any violation of Applicable Law or regulation by any of YerbaÃ© or any YerbaÃ© Subsidiary in its product development efforts, submissions or reports to any regulatory authority that could reasonably be expected to require investigation, corrective action or enforcement action, except where such violation would not be reasonably expected to have, individually or in the aggregate, a YerbaÃ© Material Adverse Effect. Â (qq)Suppliers and Distributors. No supplier or distributor has notified YerbaÃ© or any YerbaÃ© Subsidiary, and to the knowledge of YerbaÃ© or any YerbaÃ© Subsidiary, as the case may be, there is no reason to believe that any such supplier or distributor will not continue dealing with YerbaÃ© or any YerbaÃ© Subsidiary on substantially the same terms as presently conducted, subject to changes in pricing and volume in the ordinary course. Â (rr)Governmental Licences. YerbaÃ© and each YerbaÃ© Subsidiary possess or has applied for all Permits, licences, approvals, consents and other Authorizations (collectively, â€œGovernmental Licencesâ€) issued by the appropriate federal, provincial, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by them, except where the failure to hold such Governmental Licences would not, individually or in the aggregate, result in a YerbaÃ© Material Adverse Effect in respect of YerbaÃ© or any YerbaÃ© Subsidiary, as applicable. YerbaÃ© and each YerbaÃ© Subsidiary is in compliance with the terms and conditions of all such Governmental Licences, except where the failure so to comply would not, individually or in the aggregate, result in a YerbaÃ© Material Adverse Effect in respect of YerbaÃ© or any YerbaÃ© Subsidiary, as applicable. Â (ss)Non-Reliance. Safety Shot acknowledges that none of YerbaÃ©, any YerbaÃ© Subsidiary, nor any YerbaÃ© Shareholder makes any representation or warranty with respect to YerbaÃ©, any YerbaÃ© Subsidiary or the Arrangement other than those expressly set forth in this Section 5.2 or any other agreement or instrument entered into by YerbaÃ© pursuant to this Agreement, and Safety Shot has not relied on any statement of any Person in entering into this Agreement other than such express representations and warranties. Â 5.3Survival of Representations and Warranties Â The representations and warranties of YerbaÃ© and Safety Shot contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated at the Effective Time. This Section 5.3 shall not limit any undertaking, obligation, covenant or agreement of whatever nature of YerbaÃ© or Safety Shot which, by its terms, contemplates performance after the Effective Time or date on which this Agreement is terminated, as the case may be. Â Â - 75 - Â Article 6 CONDITIONS PRECEDENT Â 6.1Mutual Conditions Precedent Â The respective obligations of the Parties to complete the Arrangement are subject to the satisfaction or mutual waiver, on or before the Effective Date or such other time specified, of the following conditions: Â (a)the Interim Order will have been granted in form and substance satisfactory to Safety Shot and YerbaÃ©, acting reasonably, and such order will not have been set aside or modified in a manner unacceptable to Safety Shot or YerbaÃ©, each acting reasonably, on appeal or otherwise; Â (b)the Arrangement Resolution will have been passed by the YerbaÃ© Shareholders by the Outside Date in accordance with the Interim Order; Â (c)the Safety Shot Stockholder Matters will have been passed by the Safety Shot Stockholder by the Outside Date; Â (d)the Final Order will have been granted by the Outside Date in form and substance satisfactory to Safety Shot and YerbaÃ©, acting reasonably, and such order will not have been set aside or modified in a manner unacceptable to Safety Shot or YerbaÃ©, each acting reasonably, on appeal or otherwise; Â (e)no Governmental Entity shall have enacted, issued, promulgated, enforced or entered any order or law which is then in effect and has the effect of making the Arrangement illegal or otherwise preventing or prohibiting consummation of the Arrangement; Â (f)all Regulatory Approvals will have been obtained on terms and conditions satisfactory to each of Safety Shot and YerbaÃ©, each acting reasonably; Â (g)the Consideration Shares to be issued upon the exchange of YerbaÃ© Shares, shall, subject to customary conditions, have been approved for listing on the NASDAQ; and Â (h)the Consideration Shares to be issued pursuant to the Arrangement shall be exempt from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof. Â 6.2Additional Conditions to Obligations of Safety Shot Â The obligation of Safety Shot to complete the Arrangement is subject to the fulfillment of each of the following conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of Safety Shot and may be waived by Safety Shot, in whole or in part at any time, in its sole discretion, without prejudice to any other rights which Safety Shot may have): Â (a)the representations and warranties of YerbaÃ© set forth (i) in Section 5.2(a) [Execution and Binding Obligation], Section 5.2(b) [Authorization], Section 5.2(c) [Enforceability], Section 5.2(d) [No Violations], Section 5.2(e) [Subsidiaries], Section 5.2(h) [Authorized and Issued Capital], Section 5.2(ff) [Brokers], Section 5.2(nn) [Long-term Debt] and Section 5.2(oo) [Transaction Expenses] are, as of the date of this Agreement, and will be, as of the Effective Time, true and correct in all respects; and (ii) otherwise in this Agreement (other than those to which clause (i) above applies) are, as of the date of this Agreement, and will be, as of the Effective Time, true and correct, except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, has not had or would not reasonably be expected to have a YerbaÃ© Material Adverse Effect (and, for this purpose, any reference to â€œmaterialâ€, â€œYerbaÃ© Material Adverse Effectâ€ or other concepts of materiality in such representations and warranties shall be ignored), and except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date, and YerbaÃ© will have delivered a certificate confirming same to Safety Shot, executed by two (2) senior officers of YerbaÃ© (in each case without personal liability) addressed to Safety Shot and dated the Effective Date; Â Â - 76 - Â (b)YerbaÃ© will have complied in all material respects with its covenants herein, and YerbaÃ© will have delivered a certificate confirming same to Safety Shot, executed by two (2) senior officers of YerbaÃ© (in each case without personal liability) addressed to Safety Shot and dated the Effective Date; Â (c)there shall be no action or proceeding (whether by a Governmental Entity or any other Person) pending or threatened in any jurisdiction to: Â (i)cease trade, enjoin or prohibit or impose any limitations, Damages or conditions on, Safety Shotâ€™s ability to acquire, hold or exercise full rights of ownership over, any YerbaÃ© Shares, including the right to vote the YerbaÃ© Shares; Â (ii)impose terms or conditions on the completion of the Arrangement or on the ownership or operation by Safety Shot of the business or assets of Safety Shot, YerbaÃ© and any YerbaÃ© Subsidiaries, Affiliates and related entities; or Â (iii)prevent or materially delay the consummation of the Arrangement; Â (d)between the date hereof and the Effective Time, there will not have occurred any YerbaÃ© Material Adverse Effect; Â (e)Safety Shot shall have received the YerbaÃ© Shareholder Support Agreements duly executed by each of the YerbaÃ© Supporting Securityholders no later than 30 days following the date hereof; Â (f)as of the Effective Time, the YerbaÃ© Supporting Securityholders shall not have breached their obligations or covenants under the YerbaÃ© Shareholder Support Agreements in any material respect; and Â (g)YerbaÃ© Shareholders have not validly exercised and not withdrawn Dissent Rights with respect to more than 5% of the YerbaÃ© Shares then outstanding. Â 6.3Additional Conditions to Obligations of YerbaÃ© Â The obligation of YerbaÃ© to complete the Arrangement is subject to the fulfillment of each of the following conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of YerbaÃ© and may be waived by YerbaÃ©, in whole or in part at any time, in its sole discretion, without prejudice to any other rights which YerbaÃ© may have): Â (a)Safety Shot shall have delivered the Consideration Shares in accordance with Section 2.14; Â Â - 77 - Â (b)the representations and warranties of Safety Shot set forth (i) in Section 5.1(a) [Organization, Status and Qualification], Section 5.1(b) [Authorization], Section 5.1(c) [Enforceability], Section 5.1(d) [No Violations], and Section 5.1(g) [Capitalization] are, as of the date of this Agreement, and will be, as of the Effective Time, true and correct in all respects; and (ii) otherwise in this Agreement (other than those to which clause (i) above applies) are, as of the date of this Agreement, and will be, as of the Effective Time, true and correct, except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, has not had or would not reasonably be expected to have a Safety Shot Material Adverse Effect (and, for this purpose, any reference to â€œmaterialâ€, â€œSafety Shot Material Adverse Effectâ€ or other concepts of materiality in such representations and warranties shall be ignored), and except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date, and Safety Shot will have delivered a certificate confirming same to YerbaÃ©, executed by two (2) senior officers of Safety Shot (in each case without personal liability) addressed to YerbaÃ© and dated the Effective Date; Â (c)Safety Shot will have complied in all material respects with its covenants herein, and Safety Shot will have delivered a certificate confirming same to YerbaÃ©, executed by two (2) senior officers of Safety Shot (in each case without personal liability) addressed to YerbaÃ© and dated the Effective Date; Â (d)between the date hereof and the Effective Time, there will not have occurred any Safety Shot Material Adverse Effect; Â (e)there shall be no action or proceeding (whether by a Governmental Entity or any other Person) pending or threatened in any jurisdiction to prevent or materially delay the consummation of the Arrangement; and Â (f)Safety Shot shall have appointed Todd Gibson to the Safety Shot Board, with such appointment to become effective as of the Effective Time. Â 6.4Notice and Effect of Failure to Comply with Conditions Â (a)Each Party shall give prompt notice to the other Parties of the occurrence, or failure to occur, at any time from the date hereof to the Effective Date of any event or state of facts which occurrence or failure would, or would be likely to: (i) cause any of the representations or warranties of any Party contained herein to be untrue or inaccurate in any material respect; or (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder; provided that, that no such notification will affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder. Â Â - 78 - Â (b)If any of the conditions precedents set forth in Sections 6.1, 6.2 or 6.3 hereof shall not be complied with or waived by the Party or Parties for whose benefit such conditions are provided on or before the date required for the performance thereof, then a Party for whose benefit the condition precedent is provided may, in addition to any other remedies they may have at law or equity, rescind and terminate this Agreement provided that the Party intending to rely thereon has delivered a written notice to the other Parties, specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition or the availability of a termination right, as the case may be. If any such notice is delivered, provided that a Party is proceeding diligently to cure any such matter capable of being cured, and that has not occurred as a result of a willful breach, to the satisfaction of the other Parties, acting reasonably, no Party may terminate this Agreement if such matter capable of being cured has been cured to the satisfaction of the Parties seeking termination of this Agreement, acting reasonably, prior to the expiration of a period of ten (10) Business Days from the date of receipt of such notice (provided that no such cure period shall extend beyond the Outside Date and no such cure period shall be provided for a breach which by its nature cannot be cured). More than one such notice may be delivered by a Party. If a Party seeking termination of this Agreement hereunder delivers a notice of such termination within ten (10) Business Days of the scheduled date of the Safety Shot Meeting or YerbaÃ© Meeting, as applicable, unless the Parties agree otherwise and subject to compliance with Applicable Law, the respective Party shall postpone or adjourn its stockholdersâ€™ or shareholdersâ€™ meeting to the earlier of: (i) the date that is ten (10) Business Days from receipt of the termination notice; and (ii) five (5) Business Days prior to the Outside Date. Â 6.5Satisfaction of Conditions Â The conditions set out in this Article 6 are conclusively deemed to have been satisfied, waived or released at the Effective Time. For certainty, and notwithstanding the terms of any escrow arrangement entered into between the Parties and the Depositary, all funds held in escrow by the Depositary pursuant to Section 2.14 hereof shall be released from escrow at the Effective Time without any further act or formality required on the part of any Person. Â Article 7 AMENDMENT Â 7.1Amendment Â This Agreement may at any time and from time to time before or after the holding of the YerbaÃ© Meeting be amended by written agreement of the Parties without, subject to Applicable Law, further notice to or authorization on the part of the YerbaÃ© Shareholders and any such amendment may, without limitation: Â (a)change the time for performance of any of the obligations or acts of the Parties; Â (b)waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto; Â (c)waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or Â Â - 79 - Â (d)waive compliance with or modify any other conditions precedent contained herein, Â provided that no such amendment reduces or materially adversely affects the consideration to be received by YerbaÃ© Shareholders without approval by the affected YerbaÃ© Shareholders given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court. Â 7.2Amendment of Plan of Arrangement Â (a)YerbaÃ© and Safety Shot reserve the right to amend, modify and/or supplement the Plan of Arrangement at any time and from time to time prior to the Effective Time by written agreement of the Parties, provided that any amendment, modification or supplement must be contained in a written document which is: (i) filed with the Court and, if made following the YerbaÃ© Meeting, approved by the Court; and (ii) communicated to YerbaÃ© Shareholders in the manner required by the Court (if so required). Â (b)Other than as may be required under the Interim Order, any amendment, modification or supplement to the Plan of Arrangement may be proposed by YerbaÃ© and Safety Shot (if consented to by each of the Parties, each acting reasonably) at any time prior to or at the YerbaÃ© Meeting with or without any other prior notice or communication and, if so proposed and accepted, in the manner contemplated and to the extent required by this Agreement, by the YerbaÃ© Shareholders, shall become part of the Plan of Arrangement for all purposes. Â (c)Any amendment, modification or supplement to the Plan of Arrangement which is approved or directed by the Court following the YerbaÃ© Meeting shall be effective only: (i) if it is consented to by YerbaÃ© and Safety Shot (each acting reasonably); and (ii) is not adverse to the financial interests of any former holder of YerbaÃ© Shares and, if required by the Court or Applicable Law, it is consented to by the YerbaÃ© Shareholders. Â (d)Any amendment, modification or supplement to this Plan of Arrangement which is approved or directed by the Court following the Effective Time shall be effective only if it is consented to in writing by Safety Shot and YerbaÃ©, and provided that it concerns a matter which, in the reasonable opinion of each of Safety Shot and YerbaÃ©, is of an administrative nature required to better give effect to the implementation of the Plan of Arrangement and is not adverse to the financial interests of any former holder of YerbaÃ© Shares, YerbaÃ© Options or YerbaÃ© Warrants. Â Article 8 TERMINATION Â 8.1Termination Â (a)This Agreement may be terminated at any time prior to the Effective Date: Â (i)by mutual written consent of the Parties; Â (ii)by either Safety Shot or YerbaÃ©, if the Arrangement Resolution shall have failed to receive the YerbaÃ© Shareholder Approval at the YerbaÃ© Meeting (including any adjournment or postponement thereof) in accordance with the Interim Order; Â Â - 80 - Â (iii)by either Safety Shot or YerbaÃ©, if the Safety Shot Stockholder Matters shall have failed to receive the Safety Shot Stockholder Approval at the Safety Shot Meeting (including any adjournment or postponement thereof); Â (iv)by either Safety Shot or YerbaÃ©, if the Effective Time shall not have occurred on or prior to the Outside Date, except that the right to terminate this Agreement under this Section 8.1(a)(iv) shall not be available to any Party whose failure to fulfill any of its obligations has been the cause of, or resulted in, the failure of the Effective Time to occur by such date; Â (v)as provided in Section 6.4; provided that the Party seeking termination is not then in breach of this Agreement so as to cause any of the conditions set forth in Sections 6.1, 6.2 and 6.3, as applicable, not to be satisfied; Â (vi)by Safety Shot if: Â (A)prior to the Effective Time: (1) the YerbaÃ© Board or any committee thereof: (i) fails to recommend or withdraws, amends, modifies or qualifies, in a manner adverse to Safety Shot or fails to reaffirm (without qualification) the YerbaÃ© Board Recommendation, or its recommendation of the Arrangement within five (5) Business Days (and in any case prior to the YerbaÃ© Meeting) after having been requested in writing by Safety Shot to do so (acting reasonably); or (ii) takes no position or a neutral position with respect to an Acquisition Proposal for more than five (5) Business Days after the public announcement of such Acquisition Proposal; or (2) the YerbaÃ© Board or a committee thereof shall have resolved or proposed to take any of the foregoing actions ((1) or (2) each a â€œChange in Recommendationâ€); Â (B)prior to the approval by the YerbaÃ© Shareholders of the Arrangement Resolution, the breach by YerbaÃ©, the YerbaÃ© Subsidiaries or their respective Representatives of any of its obligations under Article 4; Â (C)a breach of any representation or warranty or failure to perform any covenant or agreement on the part of YerbaÃ© set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.2(a), Section 6.2(b) or Section 6.2(e) not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date, as reasonably determined by Safety Shot and provided that Safety Shot is not then in breach of this Agreement so as to cause any condition in Section 6.3(a) or Section 6.3(c) not to be satisfied; or Â (D)there has occurred a YerbaÃ© Material Adverse Effect which is not capable of being cured on or before the Outside Date; and Â (vii)by YerbaÃ© if: Â (A)a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Safety Shot set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.3(a), Section 6.3(b) or Section 6.3(c) not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date, as reasonably determined by YerbaÃ© and provided that YerbaÃ© is not then in breach of this Agreement so as to cause any condition in Section 6.2(a) or Section 6.2(b) not to be satisfied; Â Â - 81 - Â (B)prior to the approval by the YerbaÃ© Shareholders of the Arrangement Resolution, the YerbaÃ© Board authorizes YerbaÃ© to enter into a definitive written agreement with respect to a Superior Proposal (excluding a confidentiality agreement permitted by and in accordance with Section 4.3 [Responding to an Acquisition Proposal]), provided YerbaÃ© is then in compliance with Article 4 and that prior to or concurrent with such termination YerbaÃ© pays the Termination Fee in accordance with the provisions hereof; Â (C)there has occurred a Safety Shot Material Adverse Effect which is not capable of being cured on or before the Outside Date; or Â (D)there has occurred a Safety Shot Change of Recommendation. Â (b)The Party desiring to terminate this Agreement pursuant to this Section 8.1 shall deliver written notice of such termination to the other Parties, specifying in reasonable detail the basis for such Partyâ€™s exercise of its termination right. Â (c)If this Agreement is terminated in accordance with the foregoing provisions of this Section 8.1, this Agreement will forthwith become void and no Party will have any further liability or obligation to the other Parties hereunder except as provided this Section 8.1(b), Section 3.5(h), Section 3.6(j), Section 8.2, and Article 10, which will survive such termination. Notwithstanding the foregoing, nothing contained in this Section 8.1(c) shall relieve any Party from liability for any fraud or wilful or intentional breach of any provision of this Agreement. Â 8.2Expenses and Termination Fee Â (a)Except as expressly otherwise provided in this Agreement, all fees, costs and expenses incurred in connection with this Agreement and the Plan of Arrangement and the transactions contemplated hereunder and thereunder, including all costs, expenses and fees of YerbaÃ© incurred prior to or after the Effective Time in connection with, or incidental to, the Plan of Arrangement, shall be paid by the Party incurring such expenses, whether or not the Arrangement is consummated, provided that in the event that the Arrangement is consummated, Safety Shot shall pay YerbaÃ©â€™s Transaction Expenses, up to a maximum of $500,000. Â (b)For the purposes of this Agreement, â€œTermination Feeâ€ means an amount equal to $1,750,000 plus Transaction Expenses of Safety Shot, which Transaction Expenses shall not exceed $250,000. Â Â - 82 - Â (c)For the purposes of this Agreement, â€œTermination Fee Eventâ€ means the termination of this Agreement: Â (i)by Safety Shot pursuant to Section 8.1(a)(vi)(A) [Change in Recommendation]; Â (ii)by Safety Shot pursuant to Section 8.1(a)(vi)(B) [Breach of Non-Solicit]; Â (iii)by YerbaÃ© pursuant to Section 8.1(a)(vii)(B) [Superior Proposal]; or Â (iv)by YerbaÃ© or Safety Shot pursuant to Section 8.1(a)(ii) [No Required Shareholder Approval], but only if: Â (A)prior to the YerbaÃ© Meeting, a bona fide Acquisition Proposal is made or proposed to YerbaÃ© or publicly announced by any Person other than Safety Shot or any of its Affiliates and such Acquisition Proposal has not been withdrawn; and Â (B)within twelve (12) months following the date of such termination, any Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (i) above) is (A) consummated or effected, or (B) YerbaÃ© and/or any of the YerbaÃ© Subsidiaries, directly or indirectly, in one or more transactions, enters into a definitive agreement (other than a confidentiality agreement permitted by and in accordance with Sections 4.1 or 4.4) in respect of an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (i) above) and such Acquisition Proposal is later consummated or effected (whether or not within twelve (12) months following such termination), Â provided that, for the purposes of this Section 8.2(c)(iv), the term â€œAcquisition Proposalâ€ shall have the meaning assigned to such term in Section 1.1, except that references to â€œ20% or moreâ€ shall be deemed to be references to â€œ50% or more.â€ Â (d)If a Termination Fee Event occurs, YerbaÃ© shall pay the Termination Fee to Safety Shot by wire transfer of immediately available funds, as follows: Â (i)if the Termination Fee is payable pursuant to Sections 8.2(c)(i) or 8.2(c)(ii), the Termination Fee shall be payable within two (2) Business Days following such termination; Â (ii)if the Termination Fee is payable pursuant to Section 8.2(c)(iii), the Termination Fee shall be payable concurrently with such termination; and Â (iii)if the Termination Fee is payable pursuant to Section 8.2(c)(iv), the Termination Fee shall be payable concurrently with the consummation of the Acquisition Proposal referred to in Section 8.2(c)(iv)(B). Â (e)The Termination Fee payable by YerbaÃ© pursuant to this Agreement shall be paid free and clear of and without deduction or withholding for, or on account of, any present or future Taxes, unless such deduction or withholding is required by Applicable Law. If YerbaÃ© is required by Applicable Law to deduct or withhold any Taxes from the payment of the Termination Fee, (i) YerbaÃ© shall make such required deductions or withholdings, (ii) YerbaÃ© shall remit the full amount deducted or withheld to the appropriate Governmental Entity in accordance with Applicable Law and (iii) the amount of the Termination Fee shall be increased as necessary such that the amount received by Safety Shot shall be equal to the amount that would have been received had no such deduction or withholding been made. Â Â - 83 - Â (f)If this Agreement shall have been terminated (i) by Safety Shot pursuant to Section 8.1(a)(vi)(C) [Breach of YerbaÃ© Representations, Warranties or Covenants], or (ii) by YerbaÃ© pursuant to Section 8.1(a)(vii)(A) [Breach of Safety Shot Representations, Warranties or Covenants] or Section 8.1(a)(vi)(C) [Safety Shot Change of Recommendation], the non-terminating Party shall pay, or cause to be paid, to the terminating Party by wire transfer of immediately available funds, an amount, after deduction for any applicable withholding Tax on such payment, equal to $500,000 plus the Transaction Expenses of the terminating Party, but in no event shall such aggregate amount exceed $750,000 (the â€œExpense Reimbursementâ€), such payment to be made within one (1) Business Day of any such termination. YerbaÃ© or Safety Shot shall only be obligated to pay the Expense Reimbursement once pursuant to this Section 8.2(f). No Expense Reimbursement shall be payable pursuant to this Section 8.2(f) if YerbaÃ© has paid the Termination Fee. Â (g)Each Party acknowledges that the payment amounts set forth in this Section 8.2 are an integral part of the transactions contemplated by this Agreement, and that without these agreements the Parties would not enter into this Agreement, and that the payment amounts set forth in this Section 8.2 represent liquidated Damages which are a genuine pre-estimate of the Damages, including opportunity costs, reputational Damages and expenses, which the Party entitled to such Damages will suffer or incur as a result of the event giving rise to such payment and the resultant termination of this Agreement and are not penalties and shall be the sole remedy at law or in equity with respect thereto. YerbaÃ© irrevocably waives any right it may have to raise as a defence that any such liquidated Damages are excessive or punitive. For greater certainty, each Party agrees that, upon any termination of this Agreement under circumstances where a Party is entitled to the applicable Termination Fee or Expense Reimbursement and such amount is paid in full, the Party entitled to such amount shall be precluded from any other remedy against the other Party under Applicable Law or in equity or otherwise (including, without limitation, an order for specific performance), and shall not seek to obtain any recovery, judgment, or Damages of any kind, including consequential, indirect, or punitive Damages, against the other Party or any of its Subsidiaries or any of their respective directors, officers, employees, partners, managers, members, Stockholders or affiliates or their respective representatives in connection with this Agreement or the transactions contemplated hereby. In no event shall a Party be entitled to collect the applicable Termination Fee or Expense Reimbursement on more than one occasion. Â (h)The Parties acknowledge that the agreements contained in Section 8.2 are an integral part of the transactions contemplated by this Agreement, and that without these agreements the Parties would not enter into this Agreement; accordingly, if YerbaÃ© or Safety Shot, as applicable, fails to pay the Termination Fee or Expense Reimbursement when due and, in order to obtain such payment, the other Party commences a suit that results in a judgment against YerbaÃ© or Safety Shot, as applicable, for the Termination Fee or Expense Reimbursement, such breaching Party shall pay to the other Party (a) its costs and expenses (including attorneysâ€™ fees) in connection with such suit; and (b) interest on the Termination Fee or Expense Reimbursement, as applicable, from the date the Termination Fee or Expense Reimbursement, as applicable, becomes due and payable at a rate per annum equal to the prime rate published in the Wall Street Journal, Eastern Edition, in effect on the date of the termination of this Agreement plus five percent (5%). Â Â - 84 - Â Article 9 NOTICES Â 9.1Notices Â All notices that may or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and delivered by personal delivery or delivery by recognized commercial courier, sent by email (with confirmation of transmission) or delivered by registered mail (return receipt requested, postage prepaid), addressed as follows: Â (a)in the case of Safety Shot to: Â Safety Shot, Inc. 1061 E. Indiantown Rd., Ste. 110 Jupiter, FL 33477 Â Attention: Jarrett Boon, Chief Executive Officer Email: jboon@drinksafetyshot.com Â with copies to: Â Law Office of Scott P. Barlow, a Professional Corporation 2745 Allyson Court Westlake Village, CA 91362 Â Attention: Scott P. Barlow Email: scott@barlowlegal.net Â Mintz LLP 200 Bay St., South Tower, Suite 2800 Toronto , Ontario M5J 2J3 Â Attention: Kenneth Koch | Eric Foster | Ivan Presant Email: krkoch@mintz.com | efoster@mintz.com | ijpresant@mintz.com Â (b)in the case of YerbaÃ©, to: Â YerbaÃ© Brands Corp. 18801 N Thompson Peak Pkwy Suite 380 Scottsdale AZ, 85255 Â Attention: Todd Gibson, Chief Executive Officer Email: todd@yerbae.com Â Â - 85 - Â with a copy to: Â Cozen Oâ€™Connor LLP Bentall 5, 550

Burrard St., Suite 2501 Vancouver, BC V6C 2B5 Â Attention: Virgil Hlus | Alex Farkas Email: VHlus@cozen.com | AFarkas@cozen.com Â or at such other address or email of which the addressee may from time to time may notify the addressor. Any notice shall be deemed to have been validly and effectively given and received (a) if sent by personal delivery or by courier on the date of actual receipt by the receiving Party; (b) if sent by email on the date of transmission if a Business Day or if not a Business Day or after 5:00 p.m. (Eastern Standard Time) on the date of transmission, on the next following Business Day; or (c) if sent by certified or registered mail (postage prepaid) on the date indicated in the return receipt. Â Article 10 GENERAL Â 10.1Assignment, Binding Effect and Entire Agreement Â (a)Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned by any of the Parties without the prior written consent of the other Parties. The above notwithstanding, Safety Shot may assign all or any part of its rights or obligations under this Agreement and any agreements ancillary hereto to one or more of Safety Shotâ€™s Affiliates, and provided further that if such assignment takes place, Safety Shot will continue to be fully liable as primary obligor, on a joint and several basis with any such entity, to YerbaÃ© or the YerbaÃ© Shareholders, as applicable, for any default in performance by the assignee of any of Safety Shotâ€™s obligations hereunder. Â (b)This Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns. Â (c)This Agreement (including the schedules attached hereto), the Safety Shot Disclosure Letter, the YerbaÃ© Disclosure Letter and the Confidentiality Agreement constitute the entire agreement with respect to the subject matter hereof, and supersede all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof. Â 10.2Public Communications Â Each Party agrees to consult with the other Parties prior to issuing, or permitting any of its directors, officers, Employees or agents to issue, any press releases or otherwise make public statements with respect to this Agreement or the Arrangement. Without limiting the generality of the foregoing, no Party will issue any press release regarding the Arrangement, this Agreement or any transaction relating to this Agreement without first providing a draft of such press release to the other Parties and reasonable opportunity for comment and obtaining their consent to issue (which consent will not be unreasonably withheld, conditioned or delayed); provided, however, that the foregoing will be subject to each Partyâ€™s overriding obligation to make any such disclosure required in accordance with Applicable Law. If such disclosure is required and the other Party has not reviewed or commented on or consented to the disclosure, the Party making such disclosure will use all commercially reasonable efforts to give prior oral or written notice to the other Party, and if such prior notice is not possible, to give such notice promptly following such disclosure. Â Â - 86 - Â 10.3Mandatory Reporting Rules Â The Parties shall reasonably cooperate in good faith to determine whether any transaction contemplated by this Agreement or the Plan of Arrangement, or any transaction that may be considered to be part of the same series of transactions as the transactions contemplated by this Agreement or the Plan of Arrangement, is a â€œreportable transactionâ€ (as defined in Section 237.3 of the Tax Act), is a â€œnotifiable transactionâ€ (as defined in Section 237.4 of the Tax Act), or is otherwise required to be reported to any applicable Governmental Entity under any analogous provision of any comparable Applicable Law of any province or territory of Canada, including any transaction subject to mandatory disclosure rules under the Taxation Act (QuÃ©bec). If any Party determines that any such transaction is reportable then it shall so notify all other Parties and the Parties shall reasonably cooperate in good faith (including sharing of draft reporting forms) to make any such reporting on a timely basis. Notwithstanding the foregoing and for greater certainty, each Party shall be permitted to report any transaction to an applicable Governmental Entity to the extent that such Party determines, acting reasonably, that such reporting is required by Applicable Law. Â 10.4No Liability Â No director or officer of Safety Shot shall have any personal liability whatsoever to YerbaÃ© under this Agreement, or any other document delivered in connection with the transaction contemplated hereby on behalf of Safety Shot. No director or officer of YerbaÃ© shall have any personal liability whatsoever to Safety Shot under this Agreement, or any other document delivered in connection with the transactions contemplated hereby on behalf of YerbaÃ©. Â 10.5Severability Â If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect, the remaining provisions or parts thereof contained herein will be and will be conclusively deemed to be severable therefrom and the validity, legality or enforceability of such remaining provisions or parts thereof will not in any way be affected or impaired by the severance of the provisions or parts thereof severed. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible. Â 10.6Further Assurances Â Each Party hereto will, from time to time and at all times hereafter, at the request of another Party hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments and provide all such further assurances as may be reasonably required in order to fully perform and carry out the terms and intent hereof. Â Â - 87 - Â 10.7Time of Essence Â Time will be of the essence of this Agreement. Â 10.8Applicable Law and Enforcement Â This Agreement will be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein, and will be construed and treated in all respects as a British Columbia contract. Each of the Parties hereby irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement and the Arrangement. Each Party hereby waives any right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the transactions contemplated hereby or the actions of the Parties in the negotiation, administration, performance and enforcement of this Agreement. Â 10.9Injunctive Relief Â The Parties agree that irreparable harm would occur for which money Damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties will be entitled to equitable remedies, including specific performance, a restraining order and interlocutory, preliminary and permanent injunctive relief and other equitable relief to prevent breaches of this Agreement, any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or equity to each of the Parties. Notwithstanding the foregoing, the payment of a Termination Fee and/or Expense Reimbursement pursuant to Section 8.2 shall be the sole remedy of a Party at law or in equity in the circumstances in which such an amount is payable and is paid. Â 10.10Waiver Â Any Party may, on its own behalf only: (a) extend the time for the performance of any of the obligations or acts of another Party; (b) waive compliance with another Partyâ€™s agreements or the fulfillment of any conditions to its own obligations contained herein; or (c) waive inaccuracies in another Partyâ€™s representations or warranties contained herein or in any document delivered by such other Party; provided, however, that any such extension or waiver (with respect only to the Party delivering such extension or waiver) will be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived. Â 10.11Third Party Beneficiaries Â Except as provided in Section 3.5(h) and Section 3.6(j), and except for the rights of the YerbaÃ© Shareholders to receive the Consideration for their YerbaÃ© Shares pursuant to the Arrangement following the Effective Time, which rights are hereby acknowledged and agreed by Safety Shot to be for the benefit of, and enforceable by, the Third Party Beneficiaries or the YerbaÃ© Shareholders (as applicable), or on their behalf, this Agreement is not intended to confer any rights or remedies upon any Person other than the Parties to this Agreement. The provisions of Section 3.5(h) are intended for the benefit of all present and former directors and officers of YerbaÃ©, as and to the extent applicable in accordance with their terms, and shall be enforceable by each of such Persons and his or her heirs, executors, administrators and other legal representatives, and the provisions of Section 3.6(j) are intended for the benefit of all present and former directors and officers of Safety Shot, as and to the extent applicable in accordance with their terms, and shall be enforceable by each of such Persons and his or her heirs, executors, administrators and other legal representatives (collectively, the â€œThird Party Beneficiariesâ€), and each of Safety Shot and YerbaÃ©, as applicable, shall hold the rights and benefits of Section 3.5(h) and Section 3.6(j) for and on behalf of the Third Party Beneficiaries and each of Safety Shot and YerbaÃ© hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of the Third Party Beneficiaries, and in addition to, and not in substitution for, any other rights that the Third Party Beneficiaries may have by contract or otherwise. Â 10.12Counterparts, Execution Â This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. The Parties will be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy will be legally effective to create a valid and binding agreement between the Parties. Â [Remainder of page left blank intentionally â€“ signatures follow] Â Â Â Â Each of the Parties has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized. Â Â SAFETY SHOT, INC. Â Â Â Per: (signed) â€œJarrett Boonâ€ Â Name:Â Jarrett Boon Â Title: Chief Executive Officer Â Signature Page â€“ Arrangement Agreement Â Â Â Â Â Â YERBAÃ‰ BRANDS CORP. Â Â Â Per: (signed) â€œTodd Gibsonâ€ Â Name:Â Todd Gibson Â Title: Chief Executive Officer Â Signature Page â€“ Arrangement Agreement Â Â - A-1 - Â SCHEDULE â€œAâ€ Â Arrangement Resolution Â BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT: Â 1.The arrangement (the â€œArrangementâ€) under Part 9, Division 5 of the Business Corporations Act (British Columbia) involving YerbaÃ© Brands Corp. (the â€œCompanyâ€) and Safety Shot, Inc. (â€œShotâ€), as more particularly described and set forth in the information circular of the Company dated [â™¦], 2025 accompanying the notice of this meeting, as the Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted. Â Â 2.The plan of arrangement (the â€œPlan of Arrangementâ€) involving the Company, the full text of which is set out as Schedule â€œBâ€ to the arrangement agreement dated January 7, 2025 between the Company and Shot (the â€œArrangement Agreementâ€), as the Plan of Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved, ratified and adopted. Â Â 3.The Arrangement Agreement, all of the transactions contemplated by the Arrangement Agreement, and the Arrangement, the actions of the directors of the Company in approving the Arrangement Agreement and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any amendments thereto in accordance with its terms are hereby, authorized, approved and ratified. Â Â 4.Notwithstanding that this resolution has been passed (and the Plan of Arrangement adopted) by the shareholders of the Company or that the Arrangement has been approved by the Supreme Court of British Columbia (the â€œCourtâ€), the directors of the Company are hereby authorized and empowered without further notice to or approval of the shareholders of the Company (i) to amend the Arrangement Agreement or the Plan of Arrangement, to the extent permitted by the Arrangement Agreement, the Plan of Arrangement and the order of the Court, and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement. Â Â 5.Any one director or officer of the Company be and is hereby authorized and directed for and on behalf of the Company to make an application to the Court for an order approving the Arrangement, to execute, under the corporate seal of the Company or otherwise, and to deliver or file such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement. Â Â 6.Any one director or officer of the Company be and is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed, under the corporate seal of the Company or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such personâ€™s opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing. Â Â - B-1 - Â SCHEDULE â€œBâ€ Â PLAN OF ARRANGEMENT Â PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9 OF THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA) Â Article 1 INTERPRETATION Â Section 1.1 Definitions Â In this Plan of Arrangement, unless there is something in the subject matter or context clearly inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings: Â (1)â€œArrangementâ€ means the arrangement under Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations to the Arrangement made in accordance with the terms of the Arrangement Agreement or â€ŽSection 6.1 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably; Â Â Â (2)â€œArrangement Agreementâ€ means the arrangement agreement dated as of January 7, 2025 between the Purchaser and the Company, including the schedules and exhibits thereto, providing for, among other things, the Arrangement, as the same may be amended, supplemented or restated; Â Â Â (3)â€œArrangement Resolutionâ€ means the special resolution approving the Arrangement, substantially in the form attached as Schedule A to the Arrangement Agreement, passed by the Company Shareholders at the Meeting; Â Â Â (4)â€œBCBCAâ€ means the Business Corporations Act (British Columbia), as amended; Â Â Â (5)â€œBusiness Dayâ€ means any day (other than a Saturday, a Sunday, a Canadian or U.S. statutory or civic holiday) on which commercial banks located in Vancouver, British Columbia, and Scottsdale, Arizona are open for the conduct of business; Â Â Â (6)â€œCodeâ€ means the United States Internal Revenue Code of 1986, as amended; Â Â Â (7)â€œCompanyâ€ means YerbaÃ© Brands Corp., a corporation existing under the BCBCA; Â Â Â (8)â€œCompany Optionsâ€ means the outstanding options, if any, to purchase Company Shares, issued pursuant to the Incentive Plan or otherwise; Â Â Â (9)â€œCompany PSUsâ€ means any outstanding performance share units of the Company issued pursuant to the Incentive Plan or otherwise; Â Â Â (10)â€œCompany RSUsâ€ means any outstanding restricted share units of the

Company issued pursuant to the Incentive Plan or otherwise; Â Â - B-2 - Â (11)â€œCompany Securityholdersâ€ means, collectively, the Company Shareholders, the holders of Company Options, the holders of Company RSUs and the holders of Company PSUs; Â Â Â (12)â€œCompany Shareholdersâ€ means the registered and/or beneficial holders of Company Shares, as the context requires; Â Â Â (13)â€œCompany Sharesâ€ means the common shares in the authorized capital of the Company; Â Â Â (14)â€œConsiderationâ€ means 0.2918 of a Purchaser Share per Company Share; Â Â Â (15)â€œCourtâ€ means the Supreme Court of British Columbia; Â Â Â (16)â€œDepositaryâ€ means ClearTrust, LLC; Â Â Â (17)â€œDissent Rightsâ€ has the meaning ascribed to such term in â€ŽSection 4.1(1); Â Â Â (18)â€œDissent Shareâ€ means a Company Share held by a Dissenting Shareholder who is ultimately determined to be entitled to be paid the fair value of his, her or its Company Shares in respect of which such Dissenting Shareholder has exercised Dissent Rights; Â Â Â (19)â€œDissenting Shareholderâ€ means a registered holder of Company Shares who has duly and validly exercised the Dissent Rights in respect of the Arrangement in strict compliance with the Dissent Rights and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights; Â Â Â (20)â€œDRS Adviceâ€ has the meaning ascribed to such term in â€ŽSection 5.1(1); Â Â Â (21)â€œEffective Dateâ€ means the date designated by the Company and the Purchaser by notice in writing as the effective date of the Arrangement, after all of the conditions to the completion of the Arrangement as set out in the Arrangement Agreement and the Final Order have been satisfied (to the extent capable of being satisfied prior to the Effective Time) or waived; Â Â Â (22)â€œEffective Timeâ€ means 12:01 a.m. (Vancouver time) on the Effective Date, or such other time on the Effective Date as the Parties may agree to in writing before the Effective Date; Â Â Â (23)â€œExchange Ratioâ€ means 0.2918 of a Purchaser Share for each Company Share; Â Â Â (24)â€œFinal Orderâ€ means the final order of the Court approving the Arrangement under subsection 291(4) of the BCBCA, in a form acceptable to the Company and the Purchaser, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal; Â Â - B-3 - Â (25)â€œGovernmental Entityâ€ means any: (a) national, international, multinational, federal, provincial, state, regional, municipal, local or other government or any governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau ministry or agency, domestic or foreign, including the Securities Authorities; (b) any subdivision, agent, commission, board or authority of any of the foregoing; or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing (including any stock exchange or interdealer quotation system on which a Partyâ€™s shares are listed); Â Â Â (26)â€œholderâ€ means, when used with reference to any securities of the Company or the Purchaser, the holder of such securities shown from time to time in the central securities register maintained by or on behalf of the Company or the Purchaser, as applicable, in respect of such securities; Â Â Â (27)â€œIncentive Planâ€ means the equity incentive plan of the Company, as constituted immediately prior to the Effective Time; Â Â Â (28)â€œInterim Orderâ€ means the interim order of the Court pursuant to subsection 291(2) of the BCBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as such order may be amended, modified, supplemented or varied by the Court with the consent of the Company and the Purchaser, each acting reasonably; Â Â Â (29)â€œIn-The-Money Amountâ€ means, in respect of an option at a particular time, the amount, if any, by which the aggregate fair market value at that time of the securities subject to such option exceeds the exercise price of such option; Â Â Â (30)â€œLawâ€ means any and all applicable law (statutory, common or otherwise), statute, by-law, constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended; â€œapplicableâ€ with respect to such Laws and, in the context that refers to any Person, means such Laws as are applicable at the relevant time or times to such Person or its business, undertaking, property or securities and emanate from a Governmental Entity having jurisdiction over such Person or its business, undertaking, property or securities; Â Â Â (31)â€œLetter of Transmittalâ€ means the letter of transmittal to be delivered by the Company Shareholders to the Depositary as described therein; Â Â Â (32)â€œLienâ€ means any mortgage, deed of trust, charge, pledge, hypothec, security interest, prior claim, encroachments, option, easement, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute; Â Â - B-4 - Â (33)â€œMeetingâ€ means the special meeting of the Company Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of considering and, if thought advisable, approving the Arrangement Resolution; Â Â Â (34)â€œpaid-up capitalâ€ shall have the meaning ascribed to such term in the Tax Act; Â Â Â (35)â€œPartiesâ€ means, together, the Company and the Purchaser and â€œPartyâ€ means any one of them; Â Â Â (36)â€œPersonâ€ includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, limited liability company, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status; Â Â Â (37)â€œPlan of Arrangementâ€ means this plan of arrangement, subject to any amendments or variations thereto made in accordance with â€ŽArticle 6 hereof or with the Arrangement Agreement or made at the direction of the Court in the Final Order with the consent of the Company and the Purchaser, each acting reasonably; Â Â Â (38)â€œPurchaserâ€ means Safety Shot Inc., a corporation incorporated under the laws of Delaware; Â Â Â (39)â€œPurchaser Sharesâ€ means the shares of common stock in the authorized share capital of the Purchaser; Â Â Â (40)â€œPSU Agreementâ€ means an agreement evidencing the terms of any Company PSU; Â Â Â (41)â€œRegistrarâ€ means the person appointed as the Registrar of Companies pursuant to section 400 of the BCBCA; Â Â Â (42)â€œReplaced Optionâ€ has the meaning ascribed to such term in â€ŽSection 3.1(4); Â Â Â Â (43)â€œReplacement Optionâ€ has the meaning ascribed to such term in â€ŽSection 3.1(4); Â Â Â (44)â€œReplacement Option Exercise Priceâ€ has the meaning ascribed to such term in â€ŽSection 3.1(4); Â Â Â (45)â€œRSU Agreementâ€ means an agreement evidencing the terms of any Company RSU; Â Â Â (46)â€œSecurities Authoritiesâ€ means, collectively, the securities commissions or similar securities regulatory authorities in each of the provinces and territories of Canada and the U.S. Securities Authorities; Â Â Â (47)â€œTax Actâ€ means the Income Tax Act (Canada) and the regulations thereunder, as amended; Â Â Â (48)â€œU.S. Securities Actâ€ means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder; and Â Â Â (49)â€œU.S. Securities Authoritiesâ€ means, collectively, the United States Securities and Exchange Commission and securities regulatory authorities in each of the states, territories and possessions of the United States and the District of Columbia. Â Â - B-5 - Â Any capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Arrangement Agreement. In addition, words and phrases used herein and defined in the BCBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the BCBCA unless the context otherwise clearly requires. Â Section 1.2 Interpretation Not Affected by Headings Â The division of this Plan of Arrangement into Articles, Sections, paragraphs and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an â€œArticleâ€, â€œSectionâ€ or â€œparagraphâ€ followed by a number and/or a letter refer to the specified Article, Section or paragraph of this Plan of Arrangement. Â Section 1.3 Number, Gender and Persons Â In this Plan of Arrangement, unless the context otherwise clearly requires, words used herein importing the singular include the plural and vice versa; words imparting any gender shall include all genders and the neuter gender; and words imparting persons shall include individuals, partnerships, limited liability companies, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities and other entities. Â Section 1.4 Date of Any Action Â If any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, then such action shall be required to be taken on the next succeeding day which is a Business Day. Â Section 1.5 Time Â Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in the Letter of Transmittal refer to the local time of the Company (being the time in Vancouver, British Columbia) unless otherwise stipulated herein or therein. Â Section 1.6 Statutory References Â Unless otherwise indicated, references in this Plan of Arrangement to any statute include all regulations made pursuant to such statute and the provisions of any statute or regulation which amends, supplements or supersedes any such statute or regulation. Â Section 1.7 Currency Â Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada, and â€œ$â€ refers to Canadian dollars. Â Â - B-6 - Â Article 2 EFFECT OF THE ARRANGEMENT Â Section 2.1 Arrangement Agreement Â This Plan of Arrangement is made pursuant to, is subject to the provisions of, and forms a part of the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein. This Plan of Arrangement constitutes an arrangement as referred to in section 288 of the BCBCA. Â Section 2.2 Binding Effect Â This Plan of Arrangement will become effective commencing at the Effective Time and shall be binding upon the Company, the Purchaser, the Company Securityholders, the Depositary, the transfer agents in respect of the Company Shares and the Purchaser Shares and all other Persons, in each case without any further act or formality required on the part of any Person. Each Company Securityholder shall, in respect of any step in â€ŽSection 3.1 applicable to such Company Securityholder, be deemed, at the time such step occurs, to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to exercise, convert, transfer or exchange (as the case may be) all Company Shares, Company Options, Company PSUs or Company RSUs, as applicable, held by such holder in accordance with such step. Â Section 2.3 Transfers Free and Clear Â Any transfer of securities pursuant to this Plan of Arrangement shall be free and clear of all Liens, claims and encumbrances. Â Section 2.4 Effective Time of Transactions Â The transfers, exchanges, issuances and cancellations provided for in â€ŽSection 3.1 shall occur, and shall be deemed to occur, at the time and in the order specified in â€ŽSection 3.1, notwithstanding that certain of the procedures related thereto may not be completed until after such time. Â Article 3 ARRANGEMENT Â Section 3.1 The Arrangement Â Commencing at the Effective Time, each of the transactions or events set out below shall, unless otherwise specifically provided in this â€ŽSection 3.1, occur and be deemed to occur in the following sequence and immediately following the immediately preceding transaction or event, in each case without any further authorization, act or formality on the part of any Person: Â Â (1) each Dissent Share held by a Dissenting Shareholder shall be, and shall be deemed to be, transferred by the holder thereof, without any further act or formality, to the Purchaser in consideration for the right to receive the consideration in the amount and payable in accordance with â€ŽArticle 4, and upon such transfer: Â Â (a) such Dissenting Shareholder will cease to be the holder of such Dissent Share or to have any rights as a holder in respect of such Dissent Share, other than the right to be paid the fair value of such Dissent Share determined and payable in accordance with â€ŽArticle 4; Â Â - B-7 - Â Â (b) the former holders of such Dissent Shares shall be removed from the Companyâ€™s central securities register for the Company Shares in respect of such Dissent Shares; and Â Â Â Â (c) the Purchaser will be deemed to be the transferee of such Dissent Shares; Â (2)subject to â€ŽSection 5.3, each Company Share (other than (i) any Dissent Share in respect of which a registered Company Shareholder validly exercised his, her or its Dissent Right and (ii) any Company Share held by the Company) outstanding immediately prior to the Effective Time (including any Company Shares issued pursuant to Section 3.1(2)) shall be, and shall be deemed to be, transferred by the holder thereof to the Purchaser in exchange for the issuance by the Purchaser to such holder of the Consideration, and upon such exchange: Â Â (a) the former holder of such exchanged Company Share shall cease to be the holder thereof or to have any rights as a holder thereof, other than the right to receive the Consideration issuable in respect of such Company Share pursuant to this â€ŽSection 3.1(2); Â Â Â Â (b) the former holders of such exchanged Company Shares shall be removed from the Companyâ€™s central securities register for the Company Shares; Â Â Â Â (c) the former holders of such exchanged Company Shares shall be entered in the Purchaserâ€™s central securities register for the Purchaser Shares in respect of the Purchaser Shares issued to such holders pursuant to this â€ŽSection 3.1(2); and Â Â Â Â (d) the Purchaser will be, and will be deemed to be, the legal and beneficial owner of such transferred Company Shares and will be entered in the central securities register of the Company as the sole holder thereof; Â (3)concurrently with the exchange of Company Shares pursuant to â€ŽSection 3.1(2), there shall be added to the capital of the Purchaser Shares, in respect of the Purchaser Shares issued pursuant to â€ŽSection 3.1(2), an amount equal to the product obtained when (i) the paid-up capital of the Company Shares immediately prior to the Effective Time, is multiplied by (ii) a fraction, (A) the numerator of which is the number of Company Shares (excluding any Dissent Shares) outstanding immediately prior to the Effective Time, and (B) the denominator of which is the number of Company Shares (including any Dissent Shares) outstanding immediately prior to the Effective Time; Â Â - B-8 - Â (4)each Company Option that is outstanding immediately prior to the Effective Time, whether vested or unvested (each such Company Option, a â€œReplaced Optionâ€), shall be, and shall be deemed to be, exchanged for an option (each, a â€œReplacement Optionâ€) entitling the holder to purchase that number of Purchaser Shares equal to the product obtained when the number of Company Shares subject to such Replaced Option immediately prior to the Effective Time is multiplied by the Exchange Ratio, which Replacement Option shall (A) be governed by the incentive plan of the Purchaser in place at the Effective Time, (B) be fully vested, (C) have an exercise price for each Purchaser Share that may be purchased under such Replacement Option (the â€œReplacement Option Exercise Priceâ€) equal to the quotient obtained when the exercise price per Company Share under the Replaced Option is divided by the Exchange Ratio (provided that no fractional Purchaser Shares will be issued upon any particular exercise or settlement of Replacement Options, and the aggregate number of Purchaser Shares to be issued upon exercise by a holder of one or more Replacement Options shall be rounded down to the nearest whole number (with all exercises that are effectuated concurrently by a holder of Replacement Options being aggregated before any such reduction is effectuated), and the aggregate exercise price payable on any particular exercise of Replacement Options shall be rounded up to the nearest whole cent (with all exercises that are effectuated concurrently by a holder of Replacement Options being aggregated before any such increase is effectuated)), and (C) otherwise have the same terms and conditions (including exercisability terms and expiry date) as were applicable to such Replaced Option immediately prior to the Effective Time. Notwithstanding the foregoing; Â (a)if necessary to satisfy the requirements of subsection 7(1.4) of the Tax Act in respect of the exchange of a Replaced Option for a Replacement Option pursuant to this Section 3.1(4), the Replacement Option Exercise Price shall automatically be adjusted, effective as of and from the effective time of such exchange, so that the In-The-Money Amount of the Replacement Option (as adjusted) immediately after such exchange does not exceed the In-The-Money Amount of the Replaced Option immediately before such exchange; Â Â Â (b)for any Replaced Option that is intended to qualify as an â€œincentive stock optionâ€ within the meaning of Section 422 of the U.S. Tax Code, it is intended that such adjustment described in Section 3.1(4) will comply with Treasury Regulation Section 1.424(1)(a); Â Â Â (c)for any Replaced Option that is a nonqualified option held by a U.S. taxpayer, it is intended that such adjustment described in Section 3.1(4) will be implemented in a manner intended to comply with Section 409A of the Code; Â (5)each Company PSU, whether vested or unvested, that is outstanding immediately prior to the Effective Time, notwithstanding the terms of the Incentive Plan or any applicable PSU Agreement in relation thereto, shall be, without any further action by or on behalf of the holder of such Company PSU, cancelled and terminated as of the Effective Time and such holder shall receive in consideration for the cancellation and termination of such Company PSU, subject to â€ŽSection 5.8, the Consideration and: (A) the holder thereof shall cease to be the holder of such Company PSU, (B) the holder thereof shall cease to have any rights as a holder in respect of such Company PSU or under the Incentive Plan, other than the right to receive the consideration to which such holder is entitled pursuant to this â€ŽSection 3.1(5), (C) such holderâ€™s name shall be removed from the applicable register, and (D) all agreements, grants and similar instruments relating thereto shall be cancelled; and Â Â Â (6)each Company RSU, whether vested or unvested, that is outstanding immediately prior to the Effective Time, notwithstanding the terms of the Incentive Plan or any applicable RSU Agreement in relation thereto, shall be, without any further action by or on behalf of the holder of such Company RSU, cancelled and terminated as of the Effective Time and such holder shall receive in consideration for the cancellation and termination of such Company RSU, subject to â€ŽSection 5.8, the Consideration and: (A) the holder thereof shall cease to be the holder of such Company RSU, (B) the holder thereof shall cease to have any rights as a holder in respect of such Company RSU or under the Incentive Plan, other than the right to receive the consideration to which such holder is entitled pursuant to this â€ŽSection 3.1(6), (C) such holderâ€™s name shall be removed from the applicable register, and (D) all agreements, grants and similar instruments relating thereto shall be cancelled. Â Â - B-9 - Â Article 4 DISSENT RIGHTS Â Section 4.1 Rights of Dissent Â (1)Registered holders of the Company Shares may exercise rights of dissent in connection with the Arrangement under section 238 of the BCBCA, in the manner set forth in sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Final Order and this â€ŽSection 4.1 (collectively, â€œDissent Rightsâ€); provided that notwithstanding subsection 242(1)(a) of the BCBCA, the written objection to the Arrangement Resolution referred to in subsection 242(1)(a) of the BCBCA must be received by the Company not later than 4:00 p.m. (Vancouver time) two (2) Business Days immediately preceding the date of the Meeting (as it may be adjourned or postponed from time to time). Â Â Â (2)Dissenting Shareholders who are ultimately determined to be entitled to be paid by the Purchaser the fair value for the Company Shares in respect of which they have exercised Dissent Rights will be deemed to have irrevocably transferred such Company Shares to the Purchaser pursuant to â€ŽSection 3.1(1) in consideration of such fair value paid by the Purchaser and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Company Shares. Â Â Â (3)Dissenting Shareholders who are ultimately not entitled, for any reason, to be paid by the Purchaser the fair value for the Company Shares in respect of which they have exercised Dissent Rights will be deemed to have participated in the Arrangement on the same basis as a Company Shareholder who has not exercised Dissent Rights, as at and from the Effective Time and be entitled to receive only the consideration set forth in â€ŽSection 3.1 that such holder would have received if such holder had not exercised Dissent Rights. Â Â Â (4)In no case will the Company or the Purchaser or any other person be required to recognize a Person exercising Dissent Rights as a holder of Company Shares after the Effective Time, and each Dissenting Shareholder will cease to be entitled to the rights of a Company Shareholder in respect of Company Shares in relation to which such Dissenting Shareholder has exercised Dissent Rights and the central securities register of the Company will be amended to reflect that such former holder is no longer the holder of such Company Shares as and from the Effective Time. Â Â Â (5)For greater certainty, in accordance with the BCBCA, none of the following are entitled to exercise Dissent Rights:â€Ž (i) holders of Company Options; (ii) holders of Company RSUs; (iii) holders of Company PSUs; and (iv) holders of Company Shares who vote, or have instructed a proxyholder to vote, in favour of the Arrangement Resolution. Â Â - B-10 - Â Article 5 DELIVERY OF PURCHASER SHARES Â Section 5.1 Delivery of Purchaser Shares Â (1)Upon return to the Depositary of a properly completed Letter of Transmittal by a registered former Company Shareholder together with certificate(s) or a direct registration statement advice (a â€œDRS Adviceâ€) representing one or more Company Shares that such Company Shareholder held immediately before the Effective Time, together with such additional documents and instruments as the Depositary may reasonably require, the Company Shareholder shall be entitled to receive the Purchaser Shares that they are entitled to receive pursuant to â€ŽSection 3.1 in exchange therefor, and the Depositary shall deliver to such holder, following the Effective Time, certificate(s) or DRS Advice recorded on a book-entry basis representing the Purchaser Shares that such holder is entitled to receive pursuant to â€ŽSection 3.1. Â Â Â (2)After the Effective Time and until surrendered for cancellation as contemplated by â€ŽSection 5.1(1), each certificate or DRS Advice that immediately prior to the Effective Time represented one or more Company Shares shall be deemed at all times to represent only the right to receive in exchange therefor the Purchaser Shares that the holder of such certificate or DRS Advice is entitled to receive pursuant to â€ŽSection 3.1. Â Â Â (3)For greater certainty, none of the holders of Company Options, holders of Company PSUs, holders of Company RSUs, or Company Shareholders shall be entitled to receive any consideration with respect to such Company securities other than the consideration such holder is entitled to receive in accordance with â€ŽSection 3.1, and, for greater certainty, no such former holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith. Â Section 5.2 Dividends and Distributions Â No dividends or other distributions declared or made after the Effective Time with respect to Purchaser Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered certificate which immediately prior to the Effective Time represented outstanding Company Shares that were exchanged pursuant to â€ŽSection 3.1 unless and until the holder of record of such certificate shall surrender such certificate (or affidavit in accordance with â€ŽSection 5.6) in accordance with â€ŽSection 5.1(1). Subject to applicable Law, at the time of such surrender of any such certificate (or in the case of subclause (B) below, at the appropriate payment date), there shall be paid to the holder of record of the certificates formerly representing whole Company Shares, without interest, (A) the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to each whole Purchaser Share issued to such holder, and (B) on the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to surrender and a payment date subsequent to surrender payable with respect to such whole Purchaser Share. Â Â - B-11 - Â Section 5.3 Fractional Shares Â In no event shall any fractional Purchaser Shares be issued under this Arrangement. Where the aggregate number of Purchaser Shares to be issued to a holder of Company Shares as consideration under this Arrangement would result in a fraction of a Purchaser Share being issuable, the number of Purchaser Shares to be received by such holder shall be rounded to the nearest whole Purchaser Share. Â Section 5.4 Adjustment to Share Consideration Â THE AMOUNT OF CONSIDERATION, IF ANY, THAT A COMPANY SHAREHOLDER IS ENTITLED TO RECEIVE PURSUANT TO SECTION 3.1 SHALL BE ADJUSTED TO REFLECT FULLY THE EFFECT OF ANY STOCK SPLIT, REVERSE SPLIT OR STOCK DIVIDEND (INCLUDING ANY DIVIDEND OR DISTRIBUTION OF SECURITIES CONVERTIBLE INTO SHARES), CONSOLIDATION, REORGANIZATION, RECAPITALIZATION OR OTHER LIKE CHANGE WITH RESPECT TO PURCHASER SHARES OCCURRING AFTER THE DATE OF THE ARRANGEMENT AGREEMENT AND PRIOR TO THE EFFECTIVE TIME, IN COMPLIANCE WITH SUCH AGREEMENT. Â Section 5.5 Effective Time Procedures Â Following the receipt of the Final Order and prior to the Effective Date, the Purchaser shall arrange to be delivered to the Depositary the Purchaser Shares required to be issued to Company Shareholders in accordance with the provisions of â€ŽSection 3.1, which Purchaser Shares shall be held by the Depositary as agent and nominee for such Company Shareholders for delivery to such Company Shareholders in accordance with the provisions of â€ŽArticle 5. Â Section 5.6 Loss of Certificates Â In the event any certificate which immediately prior to the Effective Time represented any outstanding Company Shares that were acquired by the Purchaser pursuant to â€ŽSection 3.1 has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former holder of such Company Shares, the Depositary will, in exchange for such lost, stolen or destroyed certificate, deliver to such former holder of Company Shares, or make available for pick up at its offices, the Purchaser Shares such former holder is entitled to receive in respect of such Company Shares pursuant to â€ŽSection 3.1 together with any distributions or dividends which such holder is entitled to receive pursuant to â€ŽSection 5.2 and less, in each case, any amounts withheld pursuant to â€ŽSection 5.8. When authorizing such delivery in relation to any lost, stolen or destroyed certificate, the former holder of such Company Shares shall, as a condition precedent to the delivery of Purchaser Shares, give a bond satisfactory to the Purchaser and the Depositary (acting reasonably) in such sum as the Purchaser may direct, or otherwise indemnify the Company, the Purchaser and the Depositary against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed. Â Section 5.7 Extinction of Rights Â Any certificate or book-entry advice statements which immediately prior to the Effective Time represented one or more outstanding Company Shares that were acquired by the Purchaser pursuant to â€ŽSection 3.1 which is not deposited with the Depositary in accordance with the provisions of â€ŽSection 5.1(1) on or before the sixth (6th) anniversary of the Effective Date shall, on the sixth (6th) anniversary of the Effective Date, cease to represent a claim or interest of any kind or nature whatsoever, whether as a securityholder or otherwise and whether against the Company, the Purchaser, the Depositary or any other person. On such date, the consideration such former holder of Company Shares would otherwise have been entitled to receive pursuant to â€ŽSection 3.1, together with any distributions or dividends such holder would otherwise have been entitled to receive pursuant to â€ŽSection 5.2, shall be deemed to have been surrendered for no consideration to the Purchaser. Neither the Company nor the Purchaser will be liable to any person in respect of any cash or securities (including any cash or securities previously held by the Depositary in trust for any such former holder) which is forfeited to the Purchaser or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law. Â Â - B-12 - Â Section 5.8 Withholding Rights Â The Purchaser, the Company and the Depositary, as applicable, shall be entitled to deduct or withhold â€Žâ€Žfrom any consideration payable or otherwise deliverable to any Person, including Company â€ŽShareholders â€Žexercising Dissent Rights, pursuant to the Arrangement and from all dividends, other â€Ždistributions or â€Žother amounts otherwise payable to any former Company Shareholders, such Taxes or â€Žother amounts as â€Žthe Purchaser, the Company or the Depositary are required, entitled or permitted to â€Ždeduct or withhold â€Žwith respect to such payment under the Tax Act, or any other provisions of any â€ŽLaws. To the extent that â€ŽTaxes or other amounts are so deducted or withheld, such deducted or â€Žwithheld Taxes or other amounts â€Žshall be treated for all purposes under this Agreement as having been â€Žpaid to the Person in respect of â€Žwhich such deduction or withholding was made, provided that such â€Ždeducted or withheld Taxes or other â€Žamounts are actually remitted to the appropriate taxing authority. â€ŽEach of the Purchaser, the Company â€Žand the Depositary, as applicable, â€Žis hereby authorized to sell or â€Žâ€Žotherwise dispose of, on behalf of such â€ŽPerson, such portion of â€Žany share or other security deliverable â€Žto â€Žsuch Person as is necessary to provide â€Žsufficient funds â€Žto the Purchaser, the Company or the â€ŽDepositary, â€Žas the case may be, to enable it to â€Žcomply with such â€Ždeduction or withholding requirement â€Žand the â€ŽPurchaser, the Company or the â€ŽDepositary shall notify such â€ŽPerson thereof and remit the â€Žapplicable â€Žportion of the net proceeds of such â€Žsale to the â€Žappropriate taxing authority and, if applicable, â€Žany portion â€Žof such net proceeds that is not â€Žâ€Žrequired to be so remitted shall be paid to such Personâ€Ž. Â Section 5.9 U.S. Securities Laws Exemption Â Notwithstanding any provision herein to the contrary, the Parties each agree that the Plan of Arrangement will be carried out with the intention that all Purchaser Shares to be issued by the Purchaser to Company Shareholders in exchange for their Company Shares pursuant to the Plan of Arrangement will be issued and exchanged in reliance on the exemption from the registration requirements of the U.S. Securities Act as provided by Section 3(a)(10) thereof and applicable state securities laws, and pursuant to the terms, conditions and procedures set forth in the Arrangement Agreement. Â Article 6 AMENDMENTS Â Section 6.1 Amendments to Plan of Arrangement Â (1)The Company and the Purchaser reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be: (i) set out in writing, (ii) approved by the Company and the Purchaser, (iii) filed with the Court and, if made following the Meeting, approved by the Court, and (iv) communicated to or approved by the Company Shareholders if and as required by the Court. Â Â - B-13 - Â (2)Any amendment, modification or supplement to this Plan of Arrangement pursuant to â€ŽSection 6.1(1) may be proposed by the Company at any time prior to the Meeting (provided the

Purchaser shall have consented thereto, such consent not to be unreasonably withheld, conditioned or delayed) with or without any other prior notice or communication and, if so proposed and accepted by the persons voting at the Meeting (other than as may be required under the Interim Order), will become part of this Plan of Arrangement for all purposes. Â Â Â (3)Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Meeting will be effective only if such amendment, modification or supplement: (i) is consented to by each of the Company and the Purchaser, and (ii) if required by the Court or applicable law, is consented to by Company Shareholders voting in the manner directed by the Court. Â Â Â (4)Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by each of the Parties provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of the Company and the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of the Company and the Purchaser or any former Company Securityholder. Â Article 7 TERMINATION Â This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement. Upon the termination of the Arrangement Agreement pursuant to Article 8 of the Arrangement Agreement prior to this Plan of Arrangement becoming effective, no Party shall have any liability or further obligation to any other Party hereunder other than as set out in the Arrangement Agreement. Â Article 8 FURTHER ASSURANCES Â Section 8.1 Further Assurances Â Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties will make, do and execute, or cause to be made, done and executed, any such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein. Â Section 8.2 Paramountcy Â From and after the Effective Time: Â (1)this Plan of Arrangement shall take precedence and priority over any and all rights related to the securities of the Company issued prior to the Effective Time; Â Â Â (2)the rights and obligations of the holders of the securities of the Company and any trustee and transfer agent therefor, shall be solely as provided for in this Plan of Arrangement; and Â Â Â (3)all actions, causes of actions, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to securities of the Company shall be deemed to have been settled, compromised, released and determined without liability except as set forth herein. Â Â EX-10.37 11 ex10-37.htm Â Exhibit 10.37 Â Safety Shot, Inc. Up to $5,000,000 Shares of Common Stock Equity Distribution Agreement Â December 6, 2024 Â Maxim Group LLC 300 Park Avenue, 16th Floor New York, New York 10022 Ladies and Gentlemen: Â Safety Shot, Inc., a Delaware corporation (the â€œCompanyâ€), proposes to issue and sell through Maxim Group LLC (the â€œAgentâ€), as exclusive sales agent, shares of common stock, par value $0.001 per share (â€œCommon Stockâ€), of the Company (the â€œSharesâ€) having an aggregate offering price of up to $5,000,000 on terms set forth herein. The Shares consist entirely of authorized but unissued shares of Common Stock to be issued and sold by the Company. Â The Company hereby confirms its agreement with the Agent (this â€œAgreementâ€) with respect to the sale of the Shares. Â 1.Representations and Warranties of the Company. Â (a) The Company represents and warrants to, and agrees with, the Agent as follows: Â (i) The Company has filed, or shall file, in accordance with the provisions of the Securities Act of 1933, as amended and the rules and regulations thereunder (the â€œRules and Regulationsâ€ and collectively with the Securities Act of 1933, the â€œSecurities Actâ€), with the Securities and Exchange Commission (the â€œCommissionâ€), a registration statement on Form S-3, including a base prospectus, relating to certain securities including the Shares to be issued from time to time by the Company, and which incorporates by reference documents that the Company has filed or will file in accordance with the provisions of the Securities Exchange Act of 1934, as amended and the rules and regulations thereunder (the â€œExchange Actâ€). The Company has prepared a Prospectus Supplement to the Base Prospectus included as part of such registration statement specifically relating to the Shares. The Company will furnish to the Agent, for use by the Agent, copies of the base prospectus included as part of such registration statement, as supplemented by the Prospectus Supplement, relating to the Shares. Except where the context otherwise requires, â€œRegistration Statement,â€ as used herein, means the registration statement referred to herein, as amended at the time of such registration statementâ€™s effectiveness for purposes of Section 11 of the Securities Act, as such section applies to the Agent, including (1) all documents filed as a part thereof or incorporated or deemed to be incorporated by reference therein, (2) any information contained or incorporated by reference in a prospectus filed with the Commission pursuant to Rule 424(b) under the Securities Act, to the extent such information is deemed, pursuant to Rule 430B or Rule 430C under the Securities Act, to be part of the registration statement at such time, and (3) any registration statement filed to register the offer and sale of Shares pursuant to Rule 462(b) under the Securities Act (the â€œ462(b) Registration Statementâ€). Except where the context otherwise requires, â€œBase Prospectus,â€ as used herein, means the base prospectus filed as part of the Registration Statement, together with any amendments or supplements thereto as of the date of this Agreement. Except where the context otherwise requires, â€œProspectus Supplement,â€ as used herein, means the most recent prospectus relating to the Shares, filed or to be filed by the Company with the Commission as part of the Base Prospectus pursuant to Rule 424(b) under the Securities Act and in accordance with the terms of this Agreement. Except where the context otherwise requires, â€œProspectus,â€ as used herein, means the Prospectus Supplement together with the Base Prospectus attached to or used with the Prospectus Supplement, as may be amended or supplemented from time to time. â€œPermitted Free Writing Prospectus,â€ as used herein, means the documents, if any, listed on Schedule A attached hereto and, after the date hereof, any â€œissuer free writing prospectusâ€ as defined in Rule 433 of the Securities Act, that is expressly agreed to by the Company and the Agent in writing to be a Permitted Free Writing Prospectus. Any reference herein to the Registration Statement, the Base Prospectus, the Prospectus Supplement, the Prospectus or any Permitted Free Writing Prospectus shall be deemed to refer to and include the documents, if any, incorporated by reference, or deemed to be incorporated by reference, therein pursuant to Item 12 of Form S-3 (the â€œIncorporated Documentsâ€), including, unless the context otherwise requires, the documents, if any, filed as exhibits to such Incorporated Documents. For purposes of this Agreement, all references to the Registration Statement, the Rule 462(b) Registration Statement, the Base Prospectus, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System (â€œEDGARâ€). All references in this Agreement to financial statements and schedules and other information which is â€œdescribed,â€ â€œcontained,â€ â€œincludedâ€ or â€œstatedâ€ in the Registration Statement, the Base Prospectus, the Prospectus or any Permitted Free Writing Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated by reference in or otherwise deemed by the Rules and Regulations to be a part of or included in the Registration Statement, the Base Prospectus, the Prospectus or Permitted Free Writing Prospectus as the case may be. Any reference herein to the terms â€œamend,â€ â€œamendmentâ€ or â€œsupplementâ€ with respect to the Registration Statement, any Base Prospectus, the Prospectus, the Prospectus Supplement or any Permitted Free Writing Prospectus shall be deemed to refer to and include the filing of any document under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (collectively, the â€œExchange Actâ€) on or after the initial effective date of the Registration Statement, or the date of such Base Prospectus, the Prospectus, the Prospectus Supplement or such Permitted Free Writing Prospectus, if any, as the case may be, and incorporated or deemed to be incorporated therein by reference pursuant to Item 12 of Form S-3. â€œTime of Saleâ€ means each time a Share is purchased pursuant to this Agreement. Â 1 Â Â (ii) (A) The Registration Statement complies as of the date hereof, and will comply upon the effectiveness of the Registration Statement and any amendment thereto and at each Time of Sale and each Settlement Date (as applicable), in all material respects, with the requirements of the Securities Act; at all times during which a prospectus is required by the Securities Act to be delivered (whether physically or through compliance with Rule 172 under the Securities Act or any similar rule) in connection with any sale of Shares (the â€œProspectus Delivery Periodâ€), the Registration Statement, as may be amended, will comply, in all material respects, with the requirements of the Securities Act; the conditions to the use of Form S-3 in connection with the offering and sale of the Shares as contemplated hereby (the â€œOfferingâ€) have been satisfied, subject to the limitations required by General Instruction I.B.6 of Form S-3, if applicable; the Registration Statement meets, and the Offering complies with, the requirements of Rule 415 under the Securities Act (including, without limitation, Rule 415(a)(5)); the Registration Statement did not, as of the date hereof, and will not, as of the effective date of the Registration Statement or any amendment thereto, at each Time of Sale, if any, and at all times during a Prospectus Delivery Period, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. Â (B) The Prospectus, as of the date of the Prospectus Supplement, as of the date hereof (if filed with the Commission on or prior to the date hereof), at each Settlement Date and Time of Sale (as applicable), and at all times during a Prospectus Delivery Period, complied, complies or will comply, in all material respects, with the requirements of the Securities Act; and the Prospectus, and each supplement thereto, as of their respective dates, at each Settlement Date or Time of Sale (as applicable), and at all times during a Prospectus Delivery Period, did not and will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Â (C) Each Permitted Free Writing Prospectus, if any, as of its date and as of each Settlement Date and Time of Sale (as applicable), and at all times during a Prospectus Delivery Period (when taken together with the Prospectus at such time) will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Â The representations and warranties set forth in subparagraphs (A), (B) and (C) above shall not apply to any statement contained in the Registration Statement, the Base Prospectus, the Prospectus or any Permitted Free Writing Prospectus in reliance upon and in conformity with information concerning the Agent that is furnished in writing by or on behalf of the Agent expressly for use in the Registration Statement, the Base Prospectus, the Prospectus or such Permitted Free Writing Prospectus, if any, it being understood and agreed that only such information furnished by the Agent as of the date hereof consists of the information described in Section 5(b)(ii). Â 2 Â Â (iii) Prior to the execution of this Agreement, the Company has not, directly or indirectly, offered or sold any Shares by means of any â€œprospectusâ€ (within the meaning of the Securities Act) or used any â€œprospectusâ€ (within the meaning of the Securities Act) in connection with the Offering, in each case other than the Base Prospectus or any Permitted Free Writing Prospectus; the Company has not, directly or indirectly, prepared, used or referred to any Permitted Free Writing Prospectus except in compliance with Rules 164 and 433 under the Securities Act; assuming that a Permitted Free Writing Prospectus, if any, is sent or given after the Registration Statement was filed with the Commission (and after such Permitted Free Writing Prospectus, if any, was, if required pursuant to Rule 433(d) under the Securities Act, filed with the Commission), the Company will satisfy the provisions of Rule 164 or Rule 433 necessary for the use of a free writing prospectus (as defined in Rule 405) in connection with the Offering; the conditions set forth in one or more of subclauses (i) through (iv), inclusive, of Rule 433(b)(1) under the Securities Act are satisfied, and the Registration Statement, as initially filed with the Commission, includes a prospectus that, other than by reason of Rule 433 or Rule 431 under the Securities Act, satisfies the requirements of Section 10 of the Securities Act; neither the Company nor the Agent is disqualified, by reason of subsection (f) or (g) of Rule 164 under the Securities Act, from using, in connection with the Offering, â€œfree writing prospectusesâ€ (as defined in Rule 405 under the Securities Act) pursuant to Rules 164 and 433 under the Securities Act; the Company is not an â€œineligible issuerâ€ (as defined in Rule 405 under the Securities Act) as of the eligibility determination date for purposes of Rules 164 and 433 under the Securities Act with respect to the offering of the Shares contemplated by the Registration Statement; the parties hereto agree and understand that the content of any and all â€œroad showsâ€ (as defined in Rule 433 under the Securities Act) related to the Offering is solely the property of the Company. Â (iv) Each Permitted Free Writing Prospectus, as of its issue date, each Time of Sale and each Settlement Date occurring after such issue date and at all subsequent times through the Prospectus Delivery Period (as defined below) or until any earlier date that the Company notified or notifies the Agent as described in Section 3(c)(iii), did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement, any Base Prospectus or the Prospectus. The foregoing sentence does not apply to statements in or omissions from any Permitted Free Writing Prospectus based upon and in conformity with written information furnished to the Company by the Agent specifically for use therein, it being understood and agreed that the only such information furnished by the Agent as of the date hereof consists of the information described in Section 5(b) (ii). Â (v) The financial statements, including the notes thereto, and the supporting schedules incorporated by reference in the Registration Statement and the Prospectus comply in all material respects with the requirements of the Securities Act and the Exchange Act, and present fairly in all material respects the financial condition of the Company and its subsidiaries (as identified in the Registration Statement and Prospectus, the â€œSubsidiariesâ€) and financial position as of the dates indicated and the cash flows and results of operations for the periods therein specified. Except as otherwise stated in the Registration Statement and the Prospectus, said financial statements have been prepared in conformity with United States generally accepted accounting principles (â€œGAAPâ€) applied on a consistent basis throughout the periods involved. Any selected financial data and summary financial information included in the documents in the Registration Statement and in the Prospectus constitute or will constitute a fair summary of the information purported to be summarized and have been compiled on a basis consistent with that of the audited financial statements included in the Registration Statement. No other financial statements or supporting schedules are required to be included or incorporated by reference in the Registration Statement or the Prospectus under the Securities Act. All disclosures, if any, contained in the Registration Statement or the

Prospectus or incorporated by reference therein regarding â€œnon-GAAP financial measuresâ€ (as such term is defined by the applicable rules and regulations of the Commission) comply, in all material respects, with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Securities Act to the extent applicable. The other financial information included in the Registration Statement and the Prospectus present fairly the information included therein and have been prepared on a basis consistent with that of the financial statements that are included in the Registration Statement and the Prospectus and the books and records of the Company. Â 3 Â Â (vi) The Company and each of its Subsidiaries has been duly incorporated and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation. The Company and each of its Subsidiaries has all requisite corporate power and authority to own, lease and operate its respective properties and carry on its business as it is currently being conducted and as described in the Registration Statement and the Prospectus. The Company and each of its Subsidiaries is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which the character or location of its properties (owned, leased or licensed) or the nature or conduct of its business makes such qualification necessary, except, in each case, for those failures to be so qualified or in good standing which (individually or in the aggregate) would not reasonably be expected to have a Material Adverse Effect (as defined below). Â (vii) All of the issued shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and nonassessable, have been issued in compliance in all material respects with all applicable federal and state securities laws and none of those shares was issued in violation of any preemptive rights, rights of first refusal or other similar rights to the extent any such rights were not waived; the Shares have been duly authorized and, when issued and delivered against payment therefor as provided in this Agreement, will be validly issued, fully paid and non-assessable, and the issuance of the Shares is not subject to any preemptive rights, rights of first refusal or other similar rights that have not heretofore been waived (with copies of such waivers provided or made available to the Agent). The Shares conform in all material respects to the descriptions thereof contained in the Registration Statement and the Base Prospectus under the heading â€œDescription of Common Stock.â€ Â (viii) M&K CPAS, PLLC (the â€œAuditorâ€), whose reports relating to the Company are incorporated by reference into the Registration Statement and the Prospectus, is an independent registered public accounting firm as required by the Securities Act, the Exchange Act and the PCAOB. To the Companyâ€™s knowledge, the Auditor is not in violation of the auditor independence requirements of the Sarbanes-Oxley Act of 2002 (â€œSarbanes-Oxleyâ€) as such requirements pertain to the Auditorâ€™s relationship with the Company. Except as disclosed in the Registration Statement and the Prospectus, and except for any such non-audit services that were pre-approved by the Audit Committee of the Companyâ€™s Board of Directors in accordance with Sections 10A(h) and (i) of the Exchange Act, the Auditor, during the periods covered by the financial statements included in the Registration Statement and the Prospectus, has not provided to the Company any non-audit services, as such term is used in Section 10A(g) of the Exchange Act. Â (ix) Except as disclosed in the Registration Statement and the Prospectus: (i) the Company (including its Subsidiaries) has not declared, paid or made any dividends or other distributions of any kind on or in respect of its capital stock, and (ii) there has been no material adverse change or, to the Companyâ€™s knowledge, any development which could reasonably be expected to result in a material adverse effect upon the results of operations, business, management, properties, conditions (financial or otherwise) or operations of the Company and its Subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, in or affecting: (A) the business, condition (financial or otherwise), results of operations, stockholdersâ€™ equity, properties or prospects of the Company or its Subsidiaries; (B) the long-term debt or capital stock of the Company or its Subsidiaries; or (C) the Offering or consummation of any of the other transactions contemplated by this Agreement, the Registration Statement and the Prospectus (a â€œMaterial Adverse Effectâ€). Since the date of the latest balance sheet included in the Registration Statement and the Prospectus, the Company (including its Subsidiaries) has not incurred or undertaken any liabilities or obligations, whether direct or indirect, liquidated or contingent, matured or unmatured, or entered into any transactions, including any acquisition or disposition of any business or asset, which are material to the Company and Subsidiaries taken as a whole, except (I) for liabilities, obligations and transactions which are disclosed in the Registration Statement and the Prospectus and (II) as would not be reasonably expected (individually or in the aggregate) to result in a Material Adverse Effect. Â (x) There are no statutes, regulations, contracts or documents that are required to be described in the Registration Statement and the Prospectus or to be filed as exhibits to the Registration Statement by the Securities Act that have not been so described or filed. Â 4 Â Â (xi) Neither the Company nor any of its Subsidiaries is: (i) in violation of its certificate of incorporation or bylaws or other organizational documents, (ii) in default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it is a party or by which it is bound or to which any of its property or assets is subject; and no event has occurred which, with notice or lapse of time or both, would constitute a default under or result in the creation or imposition of any lien, security interest, charge or other encumbrance (a â€œLienâ€) upon any of its property or assets pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it is a party or by which it is bound or to which any of its property or assets is subject, or (iii) in violation in any respect of any applicable law, rule, regulation, ordinance, directive, judgment, decree or order of any judicial, regulatory or other legal or governmental agency or body, foreign or domestic, except, in the case of subsections (ii) and (iii) above, for such violations, defaults or Liens which (individually or in the aggregate) would not reasonably be expected to have a Material Adverse Effect. Â (xii) The Company has all requisite corporate power and authority to execute and deliver this Agreement and all other agreements, documents, certificates and instruments required to be delivered pursuant to this Agreement. The Companyâ€™s execution, delivery and performance under this Agreement and each of the transactions contemplated hereby have been duly authorized by all necessary corporate action. This Agreement has been duly and validly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company and is enforceable against the Company in accordance with its terms, except (i) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditorsâ€™ rights generally; (ii) as enforceability of any indemnification or contribution provision may be limited under federal and state securities laws; and (iii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. Â (xiii) The execution, delivery and performance of this Agreement and all other agreements, documents, certificates and instruments required to be delivered pursuant to this Agreement and the consummation of the transactions contemplated hereby do not and will not: (i) conflict with, require consent under or result in a breach of any of the terms and provisions of, or constitute a default (or an event which with notice or lapse of time, or both, would constitute a default) under, or result in the creation or imposition of any Lien upon any property or assets of the Company pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement, instrument, franchise, license or permit to which the Company is a party or by which the Company or any of its properties, operations or assets may be bound, (ii) violate or conflict with any provision of the certificate of incorporation, bylaws or other organizational documents of the Company, (iii) violate or conflict with any applicable law, rule, regulation, ordinance, directive, judgment, decree or order of any judicial, regulatory or other legal or governmental agency or body, domestic or foreign or (iv) trigger a reset or repricing of any outstanding securities of the Company, except in the case of subsections (i) and (iii) for any default, conflict, violation or Lien for which the Company has received a waiver or that would not reasonably be expected to result in a Material Adverse Effect. Â (xiv) Except as disclosed in the Registration Statement and the Prospectus, the Company and each of its Subsidiaries has all consents, approvals, authorizations, orders, registrations, qualifications, licenses, filings, grants, certificates and permits of, with and from all judicial, regulatory and other legal or governmental agencies, self-regulatory agencies, authorities and bodies and all third parties, foreign and domestic, (collectively, the â€œConsentsâ€), necessary to own, lease and operate its properties and conduct its business as it is now being conducted and as disclosed in the Registration Statement and the Prospectus, and each such Consent is valid and in full force and effect, except which (individually or in the aggregate), in each such case, would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of its Subsidiaries has received notice of any investigation or proceedings which results in or, if decided adversely to the Company or such Subsidiary, could reasonably be expected to result in, the revocation of, or imposition of a restriction on, any Consent, except such restriction or revocation of such Consent which (individually or in the aggregate) would not reasonably be expected to have a Material Adverse Effect. No Consent contains any material restriction not adequately disclosed in the Registration Statement and the Prospectus. Â (xv) The Company and each of its Subsidiaries are in compliance with all applicable laws, rules, regulations, ordinances, directives, judgments, decrees and orders, foreign and domestic, except for any non-compliance the consequences of which would not have a Material Adverse Effect. Â 5 Â Â (xvi) The Company hereby agrees to use reasonable best efforts to obtain approval of the Shares for listing on the NASDAQ Capital Market, subject to official notice of issuance (the â€œExchangeâ€). The Company has taken no action designed to, or likely to have the effect of, delisting the Shares nor, except as disclosed in the Registration Statement and the Prospectus, has the Company received any notification that the Exchange is contemplating terminating such listing. Â (xvii) No consents, approvals, authorizations, orders, registrations, qualifications, licenses, filings, grants, certifications and permits of, with or from any judicial, regulatory or other legal or governmental agency or body or any third party, foreign or domestic is required for the execution, delivery and performance of this Agreement or consummation of each of the transactions contemplated by this Agreement, including the issuance, sale and delivery of the Shares to be issued, sold and delivered hereunder, except (i) such as may have previously been obtained (with copies of such consents provided to the Agent), each of which is in full force and effect as of the date hereof, (ii) the registration under the Securities Act of the Shares, which has become effective and which remains in full force and effect as of the date hereof, (iii) such consents as may be required under state securities or blue sky laws or the bylaws and rules of the Exchange, and (iv) by the Financial Industry Regulatory Authority, Inc. (â€œFINRAâ€) in connection with the purchase and distribution of the Shares by the Agent. Â (xviii) There is no judicial, regulatory, arbitral or other legal or governmental proceeding or other litigation or arbitration, domestic or foreign, pending to which the Company or any of its Subsidiaries is a party or of which any property, operations or assets of the Company or its Subsidiaries is the subject which (i) individually or in the aggregate, if determined adversely to the Company or applicable Subsidiary would reasonably be expected to have a Material Adverse Effect, or (ii) is reasonably likely to materially and adversely affect the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder that are not disclosed in the Prospectus Supplement. To the Companyâ€™s knowledge, no such proceeding, litigation or arbitration is threatened or contemplated against the Company or its Subsidiaries. Â (xix) Any statistical, industry-related and market-related data included in the Registration Statement and the Prospectus are based on or derived from sources which the Company reasonably and in good faith believes are reliable and accurate, and the Company has obtained the written consent to the use of such data from such sources, to the extent required, except for such failures to obtain written consent which (individually or in the aggregate) would not reasonably be expected to have a Material Adverse Effect. Â (xx) Except as disclosed in the Registration Statement and the Prospectus, the Company has established and maintains disclosure controls and procedures over financial reporting (as defined in Rules 13a-15 and 15d-15 under the Exchange Act) and such controls and procedures are designed to ensure that information relating to the Company required to be disclosed in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Companyâ€™s management, including its principal executive and financial officer, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. The Company has utilized such controls and procedures in preparing and evaluating the disclosures in the Registration Statement and in the Prospectus. Â (xxi) Except as disclosed in the Registration Statement and the Prospectus, neither the board of directors nor the audit committee has been informed, nor is the Company aware, of: (i) any significant deficiencies or material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Companyâ€™s ability to record, process, summarize and report financial information; or (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Companyâ€™s internal control over financial reporting. Â (xxii) The Company has not taken, directly or indirectly, any action which constitutes or is designed to cause or result in, or which could reasonably be expected to constitute, cause or result in, the stabilization or manipulation of the price of any security to facilitate the sale or resale of the Shares. Â 6 Â Â (xxiii) Neither the Company nor any of its officers or directors (within the meaning of the Securities Act) has, prior to the date hereof, made any offer or sale of any securities which are required to be â€œintegratedâ€ pursuant to the Securities Act or the Rules and Regulations with the offer and sale of the Shares pursuant to the Registration Statement. Except as disclosed in the Registration Statement and the Prospectus, neither the Company nor any of its officers and directors has sold or issued any securities during the six-month period preceding the date of the Prospectus, including but not limited to any sales pursuant to Rule 144A, Regulation D or Regulation S under the Securities Act, other than shares of Common Stock issued pursuant to equity incentive plans, employee stock purchase plans, employee benefit plans, qualified stock option plans or employee compensation plans or pursuant to outstanding options, convertible notes, convertible preferred stock, rights or warrants to purchase shares of Common Stock. Â (xxiv) To the knowledge of the Company, the biographies of the Companyâ€™s officers and directors incorporated into the Registration Statement are true and correct in all material respects and the Company has not become aware of any information which would cause the information disclosed in the questionnaires previously completed by the directors and officers of the Company to become inaccurate and incorrect in any material respect. Â (xxv) To the knowledge of the Company, no director or officer of the Company is subject to any non-competition agreement or non-solicitation agreement with any employer or prior employer which could materially affect his or her ability to be and act in his or her respective capacity of the Company. Â (xxvi) The Company is not and, at all times up to and including the consummation of the transactions contemplated by this Agreement, and after giving effect to application of the Net Proceeds (as defined below), will not be, subject to registration as an â€œinvestment companyâ€ under the Investment Company Act of 1940, as amended, and is not and will not be an entity â€œcontrolledâ€ by an â€œinvestment companyâ€ within the meaning of such act. Â (xxvii) No relationship, direct or indirect, exists between or among any of the Company or, to the Companyâ€™s knowledge, any Affiliate of the Company, on the one hand, and any director, officer, stockholder, customer or supplier of the Company or, to the Companyâ€™s knowledge, any Affiliate of the Company, on the other hand, which is required by the Securities Act, the Exchange Act or the Rules and Regulations to be described in the Registration Statement or the Prospectus which is not so described as required. There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company to or for the benefit of any of the officers or directors of the Company or any of their respective family members, except as described in the Registration Statement and the Prospectus. The Company has not, in violation of Sarbanes-Oxley, directly or indirectly extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any director or executive officer of the Company. Â (xxviii) Except as disclosed in the Registration Statement and the Prospectus, the Company is in compliance with the rules and regulations promulgated by The NASDAQ Stock Market LLC or any other governmental or self-regulatory entity or agency having jurisdiction over the Company, including any phase-in period rules, except for such failures to be in compliance which (individually or in the aggregate) would not reasonably be expected to have a Material Adverse Effect. Without limiting the generality of the foregoing: (i) all members of the Companyâ€™s board of directors who are required to be â€œindependentâ€ (as that term is defined under the rules of The NASDAQ Stock Market LLC) by The NASDAQ Stock Market LLC on the date hereof, including, without limitation, all members of the audit committee of the Companyâ€™s board of directors, meet the qualifications of independence as set forth under applicable laws, rules and regulations and (ii) the audit committee of the Companyâ€™s board of directors has at least one member who is an â€œaudit committee financial expertâ€ (as that term is defined under applicable laws, rules and regulations). Â (xxix) The Company and each of its Subsidiaries owns or leases all such properties (other than intellectual property, which is covered below) as are necessary to the conduct of its business as presently operated and as described in the Registration Statement and the Prospectus. The Company and each of its Subsidiaries has good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by it, in each case free and clear of all Liens except such as are described in the Registration Statement and the Prospectus or such as would not (individually or in the aggregate) have a Material Adverse Effect. Any real property and buildings held under lease or sublease by the Company or its Subsidiaries are held by it under valid, subsisting and, to the Companyâ€™s knowledge, enforceable leases with such exceptions as are not material to, and do not materially interfere with, the use made and proposed to be made of such property and buildings by the Company or its Subsidiaries. Neither the Company nor its Subsidiaries has received any written notice of any claim adverse to its ownership of any real or material personal property or of any claim against the continued possession of any real property, whether owned or held under lease or sublease by the Company or its Subsidiaries, except for such claims that, if successfully asserted against the Company or its Subsidiaries, would not (individually or in the aggregate) reasonably be expected to have a Material Adverse Effect. Â 7 Â Â (xxx) The Company (including all of its Subsidiaries): (i) owns, possesses or has the right to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses, formulae, customer lists and know-how and other intellectual property (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures, â€œIntellectual Propertyâ€) necessary for the conduct of its businesses as being conducted and as described in the Registration Statement and the Prospectus, except as disclosed in the Registration Statement or the Prospectus, and (ii) has no knowledge that the conduct of its business conflicts or will conflict with the rights of others, and it has not received any written notice of any claim of conflict with, any right of others. To the Companyâ€™s knowledge, there is no infringement by third parties of any such Intellectual Property. There is no pending or, to the Companyâ€™s knowledge, threatened, action, suit, proceeding or claim by others challenging the Companyâ€™s rights in or to any such Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such claim; and there is no pending or, to the Companyâ€™s knowledge, threatened, action, suit, proceeding or claim by others that the Company infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of others, and the Company is unaware of any other fact which would form a reasonable basis for any such claim. Except as set forth in the Registration Statement and the Prospectus, the Company has not received any claim for royalties or other compensation from any person, including any employee of the Company who made inventive contributions to Companyâ€™s technology or products that are pending or unsettled, and except as set forth in the Registration Statement and the Prospectus the Company does not and will not have any obligation to pay royalties or other compensation to any person on account of inventive contributions. Â (xxxi) The agreements and documents described in the Registration Statement and the Prospectus conform in all material respects to the descriptions thereof contained therein and there are no agreements or other documents required by the applicable provisions of the Securities Act to be described in the Registration Statement or the Prospectus or to be filed with the Commission as exhibits to the Registration Statement, that have not been so described or filed. Each agreement or other instrument (however characterized or described) to which the Company (or its Subsidiaries) is a party or by which its property or business is or may be bound or affected and (i) that is referred to in the Registration Statement or the Prospectus or attached as an exhibit thereto, or (ii) is material to the Companyâ€™s business, has been duly and validly executed by the Company, is in full force and effect in all material respects and is enforceable against the Company in accordance with its terms, except (x) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditorsâ€™ rights generally, (y) as enforceability of any indemnification or contribution provision may be limited under the foreign, federal and state securities laws, and (z) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought, and none of such agreements or instruments has been assigned by the Company (including any Subsidiaries), and neither the Company nor, to the Companyâ€™s knowledge, any other party is in material breach or default thereunder and, to the Companyâ€™s knowledge, no event has occurred that, with the lapse of time or the giving of notice, or both, would constitute a breach or default thereunder, in any such case, which would result in a Material Adverse Effect. Â (xxxii) The disclosures in the Registration Statement and the Prospectus concerning the effects of foreign, federal, state and local regulation on the Companyâ€™s business as currently contemplated are correct in all material respects. Â 8 Â Â (xxxiii) The Company has accurately prepared and filed all federal, state, foreign and other tax returns that are required to be filed by it through the date hereof, or has received timely extensions thereof, except where the failure to so file would not (individually or in the aggregate) reasonably be expected to have a Material Adverse Effect, and has paid or made provision for the payment of all material taxes, assessments, governmental or other similar charges, including without limitation, all sales and use taxes and all taxes which the Company is obligated to withhold from amounts owing to employees, creditors and third parties, with respect to the periods covered by such tax returns, whether or not such amounts are shown as due on any tax return (except as currently being contested in good faith and for which reserves required by GAAP have been created in the financial statements of the Company) and except for such taxes, assessments, governmental or other similar charges the nonpayment of which would not (individually or in the aggregate) reasonably be expected to have a Material Adverse Effect. The Company is not current in all of its tax filings. However, as of December 31, 2023, the Company had net operating loss carryforwards of $43,416,341 and deferred tax assets of $9,117,432 and does not believe that they owe any taxes. No deficiency assessment with respect to a proposed adjustment of the Companyâ€™s federal, state, local or foreign taxes is pending or, to the Companyâ€™s knowledge, threatened. The accruals and reserves on the books and records of the Company in respect of tax liabilities for any taxable period not finally determined are adequate to meet any assessments and related liabilities for any such period and, since the date of the Companyâ€™s most recent audited financial statements, the Company has not incurred any material liability for taxes other than in the ordinary course of its business. There is no tax lien, whether imposed by any federal, state, foreign or other taxing authority, outstanding against the assets, properties or business of the Company. Â (xxxiv) No labor disturbance or dispute by or with the employees of the Company which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect, currently exists or, to the Companyâ€™s knowledge, is threatened. The Company is in compliance in all material respects with the labor and employment laws and collective bargaining agreements and extension orders applicable to employees of the Company. Â (xxxv) Except as would not be reasonably expected, individually or in the aggregate, to have a Material Adverse Effect, the Company (and its Subsidiaries) is in compliance with all material Environmental Laws (as hereinafter defined), and, to the Companyâ€™s knowledge, no future material expenditures are or will be required in order to comply therewith. The Company has not received any written notice or communication that relates to or alleges any actual or potential violation or failure to comply with any Environmental Laws that would, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect. As used herein, the term â€œEnvironmental Lawsâ€ means all applicable laws and regulations, including any licensing, permits or reporting requirements, and any action by a federal, state or local government entity, pertaining to the protection of the environment, protection of public health, protection of worker health and safety, or the handling of hazardous materials, including without limitation, the Clean Air Act, 42 U.S.C. Â§ 7401, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Â§ 9601, et seq., the Federal Water Pollution Control Act, 33 U.S.C. Â§ 1321, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Â§ 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Â§ 690-1, et seq., and the Toxic Substances Control Act, 15 U.S.C. Â§ 2601, et seq. Â (xxxvi) Except as would not result in a Material Adverse Effect, the Company (including its Subsidiaries) has not failed to file with the applicable regulatory authorities any filing, declaration, listing, registration, report or submission that is required to be so filed for the Companyâ€™s business operation as currently conducted. All such filings were in material compliance with applicable laws when filed and no material deficiencies have been asserted in writing by any applicable regulatory authority with respect to any such filings, declarations, listings, registrations, reports or submissions. Â (xxxvii) The Registration Statement and the Prospectus identify each employment, severance or other similar agreement, arrangement or policy and each material arrangement providing for insurance coverage, benefits, bonuses, stock options or other forms of incentive compensation, or post-retirement insurance, compensation or benefits which: (i) is entered into, maintained or contributed to, as the case may be, by the Company and (ii) covers any officer or director or former officer or former director of the Company, in each case to the extent required by the Rules and Regulations. These contracts, plans and arrangements are referred to collectively in this Agreement as the â€œBenefit Arrangements.â€ Each Benefit Arrangement has been maintained in material compliance with its terms and with requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to that Benefit Arrangement in each case except where the failure to comply is not reasonably likely to have a Material Adverse Effect. Â 9 Â Â (xxxviii) The Registration Statement and the Prospectus describes all employment contracts and Executive compensation required to be described therein by the Securities Act and Exchange Act. Â (xxxix) The conditions for use of Form S-3 to register the Offering under the Securities Act, as set forth in the General Instructions to such Form, have been satisfied. Â (xl) Except as disclosed in the Registration Statement and the Prospectus, neither the execution of this Agreement nor the consummation of the Offering, constitutes a triggering event under any Benefit Arrangement or any other employment contract, whether or not legally enforceable, which (either alone or upon the occurrence of any additional or subsequent event) will or may result in any payment (of severance pay or otherwise), acceleration, increase in vesting or increase in benefits to any current or former participant, employee or director of the Company other than an event that is not material to the financial condition or business of the Company. Â (xli) Neither the Company nor, to the Companyâ€™s knowledge, any of its employees or agents, has at any time during the last three (3) years: (i) made any unlawful contribution to any candidate for foreign office, or failed to disclose fully any contribution in violation of law, or (ii) made any payment to any federal or state governmental officer or official or other person charged with similar public or quasi-public duties in the United States, other than payments that are not prohibited by the laws of the United States or any jurisdiction thereof. Â (xlii) The Company has not offered, or caused the Agent to offer, any Shares to any person or entity with the intention of unlawfully influencing: (i) a supplier of the Company to alter the supplierâ€™s level or type of business with the Company or (ii) a journalist or publication to write or publish favorable information about the Company. Â (xliii) The operations of the Company are and have been conducted at all times in compliance in all material respects with applicable financial record keeping and reporting requirements and money laundering statutes of the United States and, to the Companyâ€™s knowledge, all other applicable jurisdictions to which the Company is subject, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable governmental agency (collectively, the â€œMoney Laundering Lawsâ€), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to the Money Laundering Laws is pending or, to the Companyâ€™s knowledge, threatened. Â (xliv) Neither the Company nor, to the Companyâ€™s knowledge, any director, officer, agent, employee or Affiliate of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (â€œOFACâ€); and the Company will not directly or indirectly use the proceeds of the Offering, or lend, contribute or otherwise make available such proceeds to any joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by

OFAC. Â (xlv) To the knowledge of the Company, there has been no security breach or other compromise of or relating to any of the Companyâ€™s or any Subsidiaryâ€™s information technology and computer systems, networks, hardware, software, data (including the data of its respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of it), equipment or technology (collectively, â€œIT Systems and Dataâ€), except as would not have a Material Adverse Effect and (y) the Company and the Subsidiaries have not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its IT Systems and Data, except as would not have a Material Adverse Effect; (ii) the Company and the Subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except as would not, individually or in the aggregate, have a Material Adverse Effect. Â 10 Â Â (xlvi) None of the Company, its directors or officers or, to the Companyâ€™s knowledge, any agent, employee, affiliate or other person acting on behalf of the Company has engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act of 1996, the National Defense Authorization Act for Fiscal Year 2012, the Iran Threat Reduction and Syria Human Rights Act of 2012 or any Executive Order relating to any of the foregoing (collectively, and as each may be amended from time to time, the â€œIran Sanctionsâ€); and the Company will not directly or indirectly use the proceeds of the Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of engaging in any activities sanctionable under the Iran Sanctions. Â Except as described in the Registration Statement and the Prospectus, there are no claims, payments, arrangements, agreements or understandings relating to the payment of a finderâ€™s, consulting or origination fee by the Company or any officer, director or stockholder of the Company (each, an â€œInsiderâ€) with respect to the sale of the Shares hereunder or any other arrangements, agreements or understandings of the Company or, to the Companyâ€™s knowledge, any of its stockholders that may affect the Agentâ€™s compensation, as determined by FINRA. Except as described in the Registration Statement and the Prospectus, the Company has not made any direct or indirect payments (in cash, securities or otherwise) to: (i) any person, as a finderâ€™s fee, consulting fee or otherwise, in consideration of such person raising capital for the Company or introducing to the Company persons who raised or provided capital to the Company; (ii) to any FINRA member participating in the offering as defined in FINRA Rule 5110 (a â€œParticipating Memberâ€); or (iii) to any person or entity that has any direct or indirect affiliation or association with any Participating Member, within the 180 days prior to the commencement of sales of this offering. None of the Net Proceeds will be paid by the Company to any Participating Member or its affiliates, except as specifically authorized herein. No officer, director or, to the Companyâ€™s knowledge, any beneficial owner of 10% or more of the Companyâ€™s securities (whether debt or equity, registered or unregistered, regardless of the time acquired or the source from which derived) (any such individual or entity, a â€œCompany Affiliateâ€) has any direct or indirect affiliation or association with any Participating Member (as determined in accordance with the rules and regulations of FINRA); no Company Affiliate is an owner of stock or other securities of any Participating Member (other than securities purchased on the open market); no Company Affiliate has made a subordinated loan to any Participating Member; and no Net Proceeds from the sale of the Shares will be paid to any Participating Member, or any persons associated with or affiliated with any Participating Member. Except as disclosed in the Registration Statement and the Prospectus, the Company has not issued any warrants or other securities or granted any options, directly or indirectly, to any Participating Member within the 180-day period prior to the initial filing date of the Registration Statement; no person to whom securities of the Company have been privately issued within the 180-day period prior to the initial filing date of the Registration Statement has any relationship or affiliation or association with any Participating Member; and no Participating Member in the offering has a conflict of interest with the Company. For this purpose, a â€œconflict of interestâ€ has the meaning ascribed to such term in FINRA Rule 5121(f)(5). (l) The Company has not distributed and will not distribute any prospectus or other offering material in connection with the Offering other than the Registration Statement and the Prospectus or other materials permitted by the Securities Act to be distributed by the Company; provided, however, that the Company has not made and will not make any offer relating to the Shares that would constitute a â€œfree writing prospectusâ€ as defined in Rule 405 under the Securities Act, except any Permitted Free Writing Prospectus. Â (b) Any certificate signed by any officer of the Company and delivered to the Agent or the Agentâ€™s counsel shall be deemed a representation and warranty by the Company to Agent as to the matters covered thereby. Â (c) At the effective date of the Registration Statement, each Bringdown Date (as hereinafter defined) and each Time of Sale, the Company shall be deemed to have affirmed each representation and warranty contained in or made pursuant to this Agreement as of such date as though made at and as of such date (except that such representations and warranties shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented relating to such Shares on such date). Â 11 Â Â (d) As used in this Agreement, references to matters being â€œmaterialâ€ with respect to the Company shall mean a material event, change, condition, status or effect related to the condition (financial or otherwise), properties, assets (including intangible assets), liabilities, business, prospects, operations or results of operations of the Company, either individually or taken as a whole, as the context requires. Â (e) As used in this Agreement, the term â€œto the Companyâ€™s knowledgeâ€ (or similar language) shall mean the knowledge of the executive officers and directors of the Company who are named in the Prospectus, with the assumption that such executive officers and directors shall have made reasonable and diligent inquiry of the matters presented (with reference to what is customary and prudent for the applicable individuals in connection with the discharge by the applicable individuals of their duties as executive officers or directors of the Company). Â 2.Purchase, Sale and Delivery of Shares. Â (a) At the Market Sales. On the basis of the representations, warranties and agreements herein the Company agrees that, from time to time after the effective date of the Registration Statement on the terms and subject to the conditions set forth herein, it may issue and sell through the Agent, acting as sales agent, Shares having an aggregate offering price of up to $5,000,000 (the â€œOffering Sizeâ€); provided, however, that in no event shall the Company issue or sell through the Agent such number of Shares that (a) exceeds the number or dollar amount of shares of Common Stock registered on the Registration Statement pursuant to which the Offering is being made, (b) exceeds the number of authorized but unissued shares of Common Stock under the Companyâ€™s Amended and Restated Certificate of Incorporation, as amended or (c) would cause the Company or the Offering to not satisfy the eligibility and transaction requirements for use of Form S-3 (including, if then applicable, General Instruction I.B.6 of Form S-3) (the lesser of (a), (b) and (c), the â€œMaximum Amountâ€). Notwithstanding anything to the contrary contained herein, the parties hereto agree that compliance with the limitations set forth in this Section 2(a) on the number and aggregate sales price of Shares issued and sold under this Agreement shall be the sole responsibility of the Company and the Agent shall have no obligation in connection with such compliance. Notwithstanding the foregoing, the Company agrees that it will provide the Agent with written notice of the Maximum Amount available for sale of the Shares no less than one (1) Business Day prior to the date on which it makes the initial sale of Shares under this Agreement. â€œBusiness Dayâ€, as used herein, shall mean any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided that banks shall not be deemed to be authorized or obligated to be closed due to a â€œshelter in place,â€ â€œnon-essential employeeâ€ or similar closure of physical branch locations at the direction of any governmental authority if such banksâ€™ electronic funds transfer systems (including for wire transfers) are open for use by customers on such day. Â (i) For purposes of selling the Shares through the Agent, the Company hereby appoints the Agent as exclusive agent of the Company (including in the event the Company increases the Offering Size) for the purpose of soliciting purchases of the Shares from the Company pursuant to this Agreement and the Agent agrees to use its commercially reasonable efforts to sell the Shares on the terms and subject to the conditions stated herein. Â (ii) Each time the Company wishes to issue and sell the Shares hereunder (each, a â€œTransactionâ€), it will notify the Agent by telephone (confirmed promptly by e-mail to the appropriate individual listed on Schedule D hereto, using a form substantially similar to that set forth on Schedule C hereto) (a â€œTransaction Noticeâ€) as to the maximum number of Shares to be sold by the Agent on such day and in any event not in excess of the amount available for issuance under the Prospectus and the currently effective Registration Statement, the time period during which sales are requested to be made, any limitation on the number of shares that may be sold in any one Trading Day (as defined below), and any minimum price below which sales may not be made. The Transaction Notice shall originate from any of the individuals from the Company set forth on Schedule B (with a copy to each of the other individuals from the Company listed on such Schedule), and shall be addressed to each of the individuals from the Agent set forth on Schedule D, as such Schedule D may be amended from time to time. Subject to the terms and conditions hereof and unless the sale of the Shares described therein has been declined, suspended, or otherwise terminated in accordance with the terms of this Agreement, the Agent shall promptly acknowledge the Transaction Notice by e-mail (or by some other method mutually agreed to in writing by the parties) and shall use its commercially reasonable efforts to sell all of the Shares so designated by the Company in the Transaction Notice and in accordance with the terms set forth herein; provided, however, that any obligation of the Agent to use such commercially reasonable efforts shall be subject to the continuing accuracy of the representations and warranties of the Company herein, to the performance by the Company of its obligations hereunder and to the continuing satisfaction of the additional conditions specified in Section 4 of this Agreement. The gross sales price of the Shares sold under this Section 2(a) shall be equal to the market price for the Common Stock sold by the Agent under this Section 2(a) on the NASDAQ Capital Market at the time of such sale. For the purposes hereof, â€œTrading Dayâ€ means any day on which shares of Common Stock are purchased and sold on the principal market on which the Common Stock is listed or quoted. Â 12 Â Â (iii) The Company or the Agent may, upon notice to the other party hereto by telephone (confirmed promptly by e-mail to the respective individuals of the other party set forth on Schedule D hereto, which confirmation shall be promptly acknowledged by the other party), suspend the Offering for any reason and at any time, whereupon the Agent shall so suspend the offering of Shares until further notice is provided by the other party to the contrary; provided, however, that such suspension or termination shall not affect or impair the partiesâ€™ respective obligations with respect to the Shares sold hereunder prior to the receipt by the Agent of such notice. Each of the parties agrees that no such notice under this Section 2(a)(iii) shall be effective against the other unless it is made to one of the individuals named on Schedule D hereto, as such Schedule may be amended from time to time. Notwithstanding the foregoing, if the Agent suspends the Offering for any three (3) consecutive Business Days or on more than three (3) separate occasions (in each instance other than as a result of the Companyâ€™s breach of its obligations hereunder), the Company, in its sole discretion, may elect to terminate this Agreement. Â (iv) The Company acknowledges and agrees that (A) there can be no assurance that the Agent will be successful in selling the Shares, (B) the Agent will incur no liability or obligation to the Company or any other person or entity if it does not sell Shares for any reason other than a failure by the Agent to use its commercially reasonable efforts consistent with its normal trading and sales practices and applicable law and regulations to sell such Shares as required under this Agreement, and (C) the Agent shall be under no obligation to purchase shares on a principal basis pursuant to this Agreement. Â (v) The Agent may sell Shares by any method permitted by law to be an â€œat-the-market offeringâ€ as defined in Rule 415 of the Securities Act including without limitation sales made directly on the NASDAQ Capital Market, on any other existing trading market for the Common Stock or to or through a market maker. With the prior written consent of the Company, which may be provided in a Transaction Notice, the Agent may also sell Shares in privately negotiated transactions. Â (vi) The compensation to the Agent for sales of the Shares, as an agent of the Company, shall be three percent (3.0%) (the â€œTransaction Feeâ€) of the gross sales price of all of Shares sold pursuant to this Section 2(a). The remaining proceeds, after further deduction for any transaction or other fees imposed by any governmental or self-regulatory organization in respect of such sales, shall constitute the net proceeds to the Company for such Shares (the â€œNet Proceedsâ€). The Agent shall notify the Company as promptly as practicable if any deduction referenced in the preceding sentence will be required. Â (vii) The Agent shall provide written confirmation to the Company following the close of trading on the NASDAQ Capital Market each day in which the Shares are sold under this Section 2(a) setting forth the number of the Shares sold on such day, the aggregate gross sale proceeds, the Net Proceeds to the Company, and the compensation payable by the Company to the Agent with respect to such sales. Â (viii) All Shares sold pursuant to this Section 2(a) will be delivered by the Company to Agent for the accounts of the Agent on the first full Business Day following the date on which such Shares are sold, or at such other time and date as Agent and the Company determine pursuant to Rule 15c6-1(a) under the Exchange Act, each such time and date of delivery being herein referred to as a â€œSettlement Date.â€ On each Settlement Date, the Shares sold through the Agent for settlement on such date shall be issued and delivered by the Company to the Agent against payment of the Net Proceeds from the sale of such Shares. Settlement for all such Shares shall be effected by free delivery of the Shares by the Company or its transfer agent (i) to the Agent or its designeeâ€™s account (provided the Agent shall have given the Company written notice of such designee prior to the Settlement Date) at The Depository Trust Company (â€œDTCâ€) or (ii) by such other means of delivery as may be mutually agreed upon by the parties hereto, which in all cases shall be freely tradable, transferable, registered shares in good deliverable form, in return for payment in same day funds delivered to an account designated by the Company. If the Company or its transfer agent (if applicable) shall default on its obligation to deliver the Shares on any Settlement Date, the Company shall (A) indemnify and hold the Agent harmless against any loss, claim or damage arising from or as a result of such default by the Company and (B) pay the Agent any commission to which it would otherwise be entitled absent such default. If the Agent breaches this Agreement by failing to deliver the Net Proceeds on any Settlement Date for the shares delivered by the Company, the

Agent will pay the Company interest based on the effective prime rate until such proceeds, together with such interest, have been fully paid. Â 13 Â Â (ix) Under no circumstances shall the Company cause or request the offer or sale of any Shares if, after giving effect to the sale of such Shares, the aggregate gross sales proceeds sold pursuant to this Agreement would exceed the lesser of (A) together with all sales of Shares under this Agreement, the Maximum Amount, (B) the amount available for offer and sale under the currently effective Registration Statement and (C) the amount authorized from time to time to be issued and sold under this Agreement by the Companyâ€™s board of directors, a duly authorized committee thereof or a duly authorized executive committee, and notified to the Agent in writing. Under no circumstances shall the Company cause or request the offer or sale of any Shares at a price lower than the minimum price authorized from time to time by the Companyâ€™s board of directors, duly authorized committee thereof or a duly authorized executive committee, and notified to the Agent in writing. Further, under no circumstances shall the aggregate offering amount of Shares sold pursuant to this Agreement, including any separate underwriting or similar agreement covering principal transactions, exceed the Maximum Amount. Â (x) The Company agrees that any offer to sell, any solicitation of an offer to buy, or any sales of Shares in the Offering shall only be effected by or through the Agent. Â (b) Nothing herein contained shall constitute the Agent an unincorporated association or partner with the Company. Under no circumstances shall any Shares be sold pursuant to this Agreement after the date which is three years after the Registration Statement was first declared effective by the Commission. Â (c) Notwithstanding any other provisions of this Agreement, the Company agrees that no sale of Shares shall take place, and the Company shall not request the sale of any Shares, and the Agent shall not be obligated to sell, during any period in which the Company is, or could be deemed to be, in possession of material non-public information. Â (d) Unless the exceptive provisions set forth in Rule 101(c)(1) of Regulation M under the Exchange Act are satisfied with respect to the Shares, the Company shall give the Agent at least one Business Dayâ€™s prior notice of its intent to sell any Shares in order to allow the Agent time to comply with Regulation M. Â 3.Covenants. The Company covenants and agrees with the Agent as follows: Â (a) After the date hereof and through any Prospectus Delivery Period, prior to amending or supplementing the Registration Statement (including any Rule 462(b) Registration Statement), Base Prospectus, the Prospectus or any Permitted Free Writing Prospectus, the Company shall furnish to the Agent for review a copy of each such proposed amendment or supplement, allow the Agent a reasonable amount of time to review and comment on such proposed amendment or supplement, and the Company shall not file any such proposed amendment or supplement to which the Agent or counsel to the Agent reasonably object; provided that the foregoing shall not apply with regards to the filing by the Company of any Form 10-K, 10-Q, 8-K, proxy statement or other Incorporated Document. Subject to this Section 3(a), immediately following execution of this Agreement, if not previously prepared, the Company will prepare a prospectus supplement describing the selling terms of the Shares hereunder, the plan of distribution thereof and such other information as may be required by the Securities Act or the Rules and Regulations or as the Agent and the Company may deem appropriate, and if requested by the Agent, a Permitted Free Writing Prospectus containing the selling terms of the Shares hereunder and such other information as the Company and the Agent may deem appropriate, and will file or transmit for filing with the Commission, in accordance with Rule 424(b) or Rule 433, as the case may be, copies of the Prospectus as supplemented and each such Permitted Free Writing Prospectus. Â 14 Â Â (b) After the date of this Agreement, the Company shall promptly advise the Agent in writing (i) of the receipt of any comments of, or requests for additional or supplemental information from, the Commission (including, for the avoidance of doubt, as it relates to the effectiveness of the Registration Statement) or for any amendments or supplements to the Registration Statement, the Base Prospectus, the Prospectus or any Permitted Free Writing Prospectus (excluding any Incorporated Documents), (ii) of the time and date of any filing of any post-effective amendment to the Registration Statement or any amendment or supplement to any Base Prospectus, the Prospectus or any Permitted Free Writing Prospectus (excluding any Incorporated Documents), (iii) of the time and date that any post-effective amendment to the Registration Statement becomes effective, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto or of any order preventing or suspending its use or the use of any Base Prospectus, the Prospectus or any Permitted Free Writing Prospectus, or (v) of any proceedings to remove, suspend or terminate from listing or quotation the Common Stock from any securities exchange upon which it is listed for trading or included or designated for quotation, or of the threatening or initiation of any proceedings for any of such purposes. If the Commission shall enter any such stop order at any time, the Company will use all commercially reasonable efforts to obtain the lifting of such orders at the earliest possible time. Additionally, the Company agrees that it shall comply with the provisions of Rules 424(b), 430B and 430C, as applicable, under the Securities Act and will use its reasonable efforts to confirm that any filings made by the Company under Rule 424(b), Rule 433 or Rule 462 were received in a timely manner by the Commission (without reliance on Rule 424(b)(8) or Rule 164(b)). Â (c) From the date hereof through the later of (A) the termination of this Agreement and (B) the end of any applicable Prospectus Delivery Period, the Company will comply in all material respects with all requirements imposed upon it by the Securities Act, as now and hereafter amended, and by the Rules and Regulations, as from time to time in force, and by the Exchange Act so far as necessary to permit the continuance of sales of or dealings in the Shares as contemplated by the provisions hereof, the Base Prospectus, the Prospectus and any Permitted Free Writing Prospectus. If during any applicable Prospectus Delivery Period any event occurs as a result of which the Base Prospectus, the Prospectus, or any Permitted Free Writing Prospectus would include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances then existing, not misleading, or if during any applicable Prospectus Delivery Period it is necessary or appropriate in the opinion of the Company or its counsel or in the reasonable opinion of the Agent or counsel to the Agent to amend the Registration Statement or supplement the Base Prospectus, the Prospectus or any Permitted Free Writing Prospectus, to comply with the Securities Act or to file under the Exchange Act any document which would be deemed to be incorporated by reference in the Prospectus in order to comply with the Securities Act or the Exchange Act, the Company will promptly notify Agent (or the Agent will notify the Company, as applicable), and the Agent shall suspend the offering and sale of any such Shares, and the Company will amend the Registration Statement or supplement the Base Prospectus, the Prospectus or any Permitted Free Writing Prospectus or file such document (at the expense of the Company) so as to correct such statement or omission or effect such compliance within the time period prescribed by the Securities Act or the Exchange Act. Â (i) In case the Agent is required to deliver (whether physically or through compliance with Rule 172 under the Securities Act or any similar rule), in connection with the sale of the Shares, a Prospectus after the nine-month period referred to in Section 10(a)(3) of the Securities Act, or after the time a post-effective amendment to the Registration Statement is required pursuant to Item 512(a) of Regulation S-K under the Securities Act, the Company will prepare, at its expense, promptly upon request such amendment or amendments to the Registration Statement and the Prospectus as may be necessary to permit compliance with the requirements of Section 10(a)(3) of the Securities Act or Item 512(a) of Regulation S-K under the Securities Act, as the case may be. The Company shall cause each amendment or supplement to any Base Prospectus or the Prospectus to be filed with the Commission as required pursuant to the applicable paragraph of Rule 424(b) of the Securities Act or, in the case of any document which would be deemed to be incorporated by reference therein, to be filed with the Commission as required pursuant to the Exchange Act, within the time period prescribed. The Company shall promptly notify the Agent if any Material Contract is terminated or if the other party thereto gives written notice of its intent to terminate any such Material Contract. Â 15 Â Â (ii) If at any time following issuance of a Permitted Free Writing Prospectus there occurs an event or development as a result of which such Permitted Free Writing Prospectus would conflict with the information contained in the Registration Statement, the Base Prospectus or the Prospectus, or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances prevailing at that subsequent time, not misleading, the Company promptly will notify the Agent and will promptly amend or supplement, at its own expense, such Permitted Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission. Â (d) The Company shall use commercially reasonable efforts to take or cause to be taken all necessary action to qualify the Shares for sale under the securities laws of such jurisdictions as Agent reasonably designates and to continue such qualifications in effect so long as required for the distribution of the Shares, except that the Company shall not be required in connection therewith to qualify as a foreign corporation or to execute a general consent to service of process in any state. The Company shall promptly advise the Agent of the receipt by the Company of any notification with respect to the suspension of the qualification of the Shares for offer or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose. Â (e) The Company will furnish to the Agent and counsel for the Agent, to the extent requested, copies of the Registration Statement, the Base Prospectus, the Prospectus, any Permitted Free Writing Prospectus, and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Agent may from time to time reasonably request. Â (f) The Company will make generally available to its security holders as soon as practicable an earnings statement (which need not be audited) covering a 12-month period that shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 of the Rules and Regulations. If the Company makes any public announcement or release disclosing its results of operations or financial condition for a completed quarterly or annual fiscal period (each, an â€œEarnings Releaseâ€) and the Company has not yet filed an Annual Report on Form 10-K or a Quarterly Report on Form 10-Q or a Form 8-K with respect to such information, as applicable, then, prior to any sale of Shares, the Company shall be obligated to (x) file a prospectus supplement with the Commission under the applicable paragraph of Rule 424(b), which prospectus supplement shall include the applicable financial information or (y) file a Report on Form 8-K, which Form 8-K shall include the applicable financial information. Â (g) The Company, whether or not the transactions contemplated hereunder are consummated or this Agreement is terminated, will pay or cause to be paid (i) all expenses (including stock or transfer taxes and stamp or similar duties allocated to the respective transferees) incurred in connection with the registration, issue, sale and delivery of the Shares, (ii) all reasonable expenses and fees (including, without limitation, fees and expenses of the Companyâ€™s accountants and counsel) in connection with the preparation, printing, filing, delivery, and shipping of the Registration Statement (including the financial statements therein and all amendments, schedules, and exhibits thereto), the Base Prospectus, each Prospectus, any Permitted Free Writing Prospectus, and any amendment thereof or supplement thereto, and the producing, word-processing, printing, delivery, and shipping of this Agreement and other closing documents, including blue sky memoranda (covering the states and other applicable jurisdictions) and including the cost to furnish copies of each thereof to the Agent, (iii) all filing fees, (iv) listing fees, if any, and (v) all other costs and expenses of the Company incident to the performance of its obligations hereunder that are not otherwise specifically provided for herein (including the costs and expenses related to any investor presentations or â€œroadshowâ€ undertaken in connection with marketing of the Shares as agreed to by the Company and expenses and disbursements relating to background checks of the Companyâ€™s officers and directors). The Company shall reimburse the Agent upon request for its actual, reasonable and documented costs and out-of-pocket expenses incurred in connection with this Agreement, whether or not the transactions contemplated hereunder are consummated or this Agreement is terminated, including the actual, reasonable and documented fees and out-of-pocket expenses of its legal counsel, up to $50,000 (inclusive of an advance to be paid by the Company to the Agent in the amount of $25,000 (the â€œAdvanceâ€), which amount shall be returned to the Company in the event the Offering is terminated and the Advance has not been used for accountable expenses). In addition, the Company shall pay the Agent $7,500 on a quarterly basis thereafter for so long as this Agreement remains in effect. Â 16 Â Â (h) The Company will apply the net proceeds from the sale of the Shares in the manner set forth under the caption â€œUse of Proceedsâ€ in the Base Prospectus, the Prospectus, and any Permitted Free Writing Prospectus. Â (i) The Company will not, without (1) giving the Agent at least three (3) Business Daysâ€™ prior written notice specifying the nature of the proposed sale and the date of such proposed sale, and (2) the Agent suspending activity under this Agreement for such period of time as requested by the Company or as reasonably deemed appropriate by the Agent in light of the proposed sale, offer for sale, sell, contract to sell, pledge, grant any option for the sale of, enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any Subsidiary, or otherwise issue or dispose of, directly or indirectly (or publicly disclose the intention to make any such offer, sale, pledge, grant, issuance or other disposition), of any Common Stock or any securities convertible into or exchangeable for, or any options or rights to purchase or acquire, Common Stock, or permit the registration under the Securities Act of any Common Stock, such securities, options or rights, except for (i) the registration of the Shares and the sales through the Agent pursuant to this Agreement, (ii) the issuance of securities issuable upon exercise or conversion of any options, convertible preferred stock, convertible notes and warrants that are outstanding as of the date of this Agreement and described in the Registration Statement and the Prospectus, and (iii) the issuance of securities pursuant to any employee stock incentive plan, stock ownership plan or employee stock purchase plan of the Company in effect at the time of this Agreement or any compensatory inducement grants made by the Company and approved by the Board consistent with past practice (collectively, the â€œExempt Issuancesâ€). Â (j) The Company shall not, at any time at or after the execution of this Agreement, offer or sell any of the Shares by means of any â€œprospectusâ€ (within the meaning of the Securities Act), or use any â€œprospectusâ€ (within the meaning of the Securities Act) in connection with the offer or sale of the Shares, in each case other than the Prospectus or any Permitted Free Writing Prospectus. Â (k) The Company has not taken and will not take, directly or indirectly, any action designed to or which might reasonably be expected to cause or result in, or which has constituted, (i) the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares or (ii) a violation of Regulation M. The Company shall notify the Agent of any violation of Regulation M by the Company or any of its officers or directors promptly after the Company has received notice or obtained knowledge of any such violation. Â (l) The Company will not incur any liability for any finderâ€™s or brokerâ€™s fee or agentâ€™s commission in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby or thereby, except as contemplated herein. Â (m) During any applicable Prospectus Delivery Period, the Company will file on a timely basis with the Commission such periodic and current reports as required by the Rules and Regulations. Â (n) The Company has maintained, and will maintain, such controls and procedures, including without limitation those required by Sections 302 and 906 of Sarbanes-Oxley and the applicable regulations thereunder, that are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commissionâ€™s rules and forms, including without limitation, controls and procedures designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Companyâ€™s management, including its principal executive officer and its principal financial officer, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure, to ensure that material information relating to Company is made known to them by others within those entities. Â (o) Intentionally omitted. Â (p) Each of the Company and Agent hereby represent and agree that, neither the Company nor the Agent has made and will make any offer relating to the Shares that would constitute an â€œissuer free writing prospectus,â€ as defined in Rule 433 under the Securities Act, or that would otherwise constitute a â€œfree writing prospectus,â€ as defined in Rule 405 under the Securities Act, required to be filed with the Commission other than a Permitted Free Writing Prospectus. The Company represents that it has treated or agrees that it will treat each Permitted Free Writing Prospectus as an â€œissuer free writing prospectus,â€ as defined in Rule 433, and has complied and will comply with the requirements of Rule 433 applicable to any Permitted Free Writing Prospectus, including timely Commission filing where required, legending and record keeping. Â 17 Â Â (q) (1) On or prior to the delivery of the first Transaction Notice issued hereunder, the Company shall cause (A) Sichenzia Ross Ference Carmel LLP, counsel for the Company, to furnish to the Agent its written opinion and negative assurance letter, in form and substance reasonably acceptable to the Agent. Â (2) After the effective date of the Registration Statement, on each date that the Company (i) amends or supplements the Registration Statement or the Prospectus (other than by means of incorporation by reference); (ii) files an annual report on Form 10-K under the Exchange Act; (iii) files its quarterly reports on Form 10-Q under the Exchange Act; (iv) files a report under Item 4.02 of Form 8-K under the Exchange Act containing amended financial information; or (v) otherwise after each reasonable request by Agent (each of such date referred to herein as a â€œBringdown Dateâ€), the Company shall cause (X) Sichenzia Ross Ference Carmel LLP, counsel for the Company, to furnish to the Agent its negative assurance letter, in form and substance reasonably acceptable to the Agentâ€™s counsel, dated as of a date within ten (10) days after the applicable Bringdown Date, addressed to the Agent and modified as necessary to relate to the Registration Statement and the Prospectus as amended and supplemented to the time of delivery of such opinions. With respect to this Section 3(q)(2), in lieu of delivering such opinions or letters for Bringdown Dates subsequent to the date of effectiveness of the Registration Statement, such counsel may furnish agent with a letter (a â€œReliance Letterâ€) to the effect that Agent may rely upon a prior opinion or letter delivered under Section 3(q)(1) or this Section 3(q)(2) to the same extent as if it were dated the date of such letter (except that statements in such prior opinion shall be deemed to relate to the Registration Statement and the Prospectus as amended or supplemented as of the date of Reliance Letter). Provided, however, the requirement to provide opinions and letters under this Section 3(q)(2) is hereby waived for any Bringdown Date occurring at a time at which no Transaction Notice is pending, which waiver shall continue until the earlier to occur of the date the Company delivers a Transaction Notice hereunder and the next occurring Bringdown Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Shares following a Bringdown Date when the Company relied on such waiver and did not provide Agent with opinions and letters under this Section 3(q)(2), then before the Company delivers the Transaction Notice or Agent sells any Shares, the Company shall cause Sichenzia Ross Ference Carmel LLP to furnish to the Agent a written opinion and negative assurance letter dated the date of the Transaction Notice. Â (r) On or prior to the delivery of the first Transaction Notice issued hereunder and within three (3) days after each Bringdown Date, the Company shall cause the Auditor to deliver to the Agent (x) a customary comfort letter (the initial letter, the â€œInitial Comfort Letter,â€ and each subsequent letter, a â€œBringdown Comfort Letterâ€) addressed to Agent, in form and substance satisfactory to Agent, confirming that they are independent public accountants within the meaning of the Securities Act and are in compliance with the applicable requirements relating to the qualifications of accountants under Rule 2-01 of Regulation S-X of the Commission, and stating the conclusions and findings of said firm with respect to the financial information and other matters and (y) a letter updating the Initial Comfort Letter with any information that would have been included in the Initial Comfort Letter had it been given on such date and as modified as necessary to relate to the date of such letter. Provided, however, the requirement to provide a Bringdown Comfort Letter under this Section 3(r) is hereby waived for any Bringdown Date occurring at a time at which no Transaction Notice is pending, which waiver shall continue until the earlier to occur of the date the Company delivers a Transaction Notice hereunder and the next occurring Bringdown Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Shares following a Bringdown Date when the Company relied on such waiver and did not provide Agent with a Bringdown Comfort Letter under this Section 3(r), then before the Company delivers the Transaction Notice or Agent sells any Shares, the Company shall cause the Auditor, or other independent accountants satisfactory to the Agent, to deliver to the Agent a Bringdown Comfort Letter dated the date of the Transaction Notice. Â (s) On the date hereof and each Bringdown Date, the Company shall furnish to the Agent an officerâ€™s certificate, dated as of a date within three (3) days after the applicable Bringdown Date and addressed to Agent, signed by the chief executive officer and by the chief financial officer of the Company, to the effect that: Â (i) The representations and warranties of the Company in this Agreement are true and correct in all material respects as if made at and as of the date of the certificate, and the Company has complied in all material respects with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date of the certificate; Â 18 Â Â (ii) No stop order or other order suspending the effectiveness of the Registration Statement or any part thereof or any amendment thereof or the qualification of the Shares for offering or sale or notice that would prevent use of the Registration Statement, nor suspending or preventing the use of the Base Prospectus, the Prospectus or any Permitted Free Writing Prospectus, has been issued, and no proceeding for that purpose has been instituted or, to the best of their knowledge, is contemplated by the Commission or any state or regulatory body; Â (iii) The Shares to be sold on that date have been duly and validly authorized by the Company and all corporate action required to be taken for the authorization, issuance and sale of the Shares on that date has been validly and sufficiently taken; Â (iv) Subsequent to the respective dates as of which information is given in the Base Prospectus, the Prospectus or any Permitted Free Writing Prospectus, as amended and supplemented, and except for pending transactions disclosed therein, the Company has not incurred any material liabilities or obligations, direct or contingent, or entered into any material transactions, not in the ordinary course of business, or declared or paid any dividends or made any distribution of any kind with respect to its capital stock, and there has not been any change in the capital stock or any issuance of options, warrants, convertible securities or other rights to purchase the capital stock (other than as a result of Exempt Issuances), or any material change in the short-term or long-term debt, of the Company, or any Material Adverse Effect or any development that would reasonably be likely to result in a Material Adverse Effect (whether or not arising in the ordinary course of business), or any material loss by strike, fire, flood, earthquake, accident or other calamity, whether or not covered by insurance, incurred by the Company; and Â (v) Except as stated in the Prospectus and any Permitted Free Writing Prospectus, as amended and supplemented, there is not pending, or, to the knowledge of the Company, threatened or contemplated, any action, suit or proceeding to which the Company is a party before or by any court or governmental agency, authority or body, or any arbitrator, which would reasonably be likely to result in any Material Adverse Effect; Â provided, however, the requirement to provide a certificate under this Section 3(s) is hereby waived for any Bringdown Date occurring at a time at which no Transaction Notice is pending, which waiver shall continue until the earlier to occur of the date the Company delivers a Transaction Notice hereunder and the next occurring Bringdown Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Shares following a Bringdown Date when the Company relied on such waiver and did not provide Agent with a certificate under this Section 3(s), then before the Company delivers the Transaction Notice or Agent sells any Shares, the Company shall provide Agent with a certificate dated the date of the Transaction Notice. Â (t) On the date hereof and each Bringdown Date, the Company shall furnish to the Agent a certificate from the Companyâ€™s corporate secretary, dated as of a date within three (3) days after the applicable Bringdown Date and addressed to Agent, certifying: (i) that each of the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws is true and complete, has not been modified and is in full force and effect; (ii) that the resolutions of the Board relating to the Offering are in full force and effect and have not been modified; (iii) the good standing of the Company; and (iv) as to the incumbency of the officers of the Company. The documents referred to in such certificate shall be attached to such certificate. Â (u) A reasonable time prior to each Bringdown Date, the Company, if so requested by the Agent, shall conduct a due diligence session, in form and substance, satisfactory to the Agent, which shall include representatives of the management and the accountants of the Company. Â 19 Â Â (v) The Company shall disclose in its annual report on Form 10-K and its quarterly reports on Form 10-Q the number of Shares sold through the Agent under this Agreement, the Net Proceeds to the Company and the compensation paid by the Company with respect to sales of the Shares pursuant to this Agreement. Â (w) The Company shall ensure that there are at all times sufficient shares of Common Stock to provide for the issuance, free of any preemptive rights, out of its authorized but unissued Common Stock, of the maximum aggregate number of Shares authorized for issuance by the Board pursuant to the terms of this Agreement. The Company will use its reasonable best efforts to cause the Shares to be listed on the NASDAQ Capital Market, and to maintain such listing. The Company shall cooperate with Agent and use its reasonable efforts to permit Shares to be eligible for clearance and settlement through the facilities of DTC. Â (x) At any time during the term of this Agreement, the Company will advise the Agent promptly after it receives notice or obtains knowledge of any information or fact that would alter or affect any opinion, certificate, letter and other document provided to the Agent pursuant to Section 3. Â (y) Subject to compliance with any applicable requirements of Regulation M under the Exchange Act and compliance with applicable securities laws, the Company consents to the Agent trading in the Common Stock for the Agentâ€™s own account and for the account of its clients (in compliance with all applicable laws) at the same time as sales of the Shares occur pursuant to this Agreement. Â (z) If to the knowledge of the Company, any condition set forth in Section 4 shall not have been satisfied on the applicable Settlement Date or will not be satisfied on or prior to the date required by this Agreement, the Company will offer to any person who has agreed to purchase the Shares on such Settlement Date from the Company as the result of an offer to purchase solicited by the Agent the right to refuse to purchase and pay for such Shares. Â (aa) Each acceptance by the Company of an offer to purchase the Shares hereunder shall be deemed to be an affirmation to the Agent that the representations and warranties of the Company contained in or made pursuant to this Agreement are true and correct as of the date of such acceptance as though made at and as of such date, and an undertaking that such representations and warranties will be true and correct as of the Settlement Date for the Shares relating to such acceptance, as though made at and as of such date (except that such representations and warranties shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented relating to such Shares). Â (bb) During any period when the delivery of a prospectus relating to the Shares is required (including in circumstances where such requirement may be satisfied pursuant to Rule 172, 173 or any similar rule) to be delivered under the Securities Act, the Company will file all documents required to be filed with the Commission pursuant to the Exchange Act within the time periods required by the Exchange Act and the regulations thereunder. Â (cc) The Company shall cooperate with Agent and use its reasonable efforts to permit the Shares to be eligible for clearance and settlement through the facilities of DTC. Â (dd) The Company will apply the Net Proceeds from the sale of the Shares in the manner set forth in the Prospectus. Â (ee) To the extent that the Registration Statement is not available for the sales of the Shares as contemplated by this Agreement, the Company shall file a new registration statement with respect to any additional shares of Common Stock necessary to complete such sales of the Shares and shall cause such registration statement to become effective as promptly as practicable. After the effectiveness of any such registration statement, all references to â€œRegistration Statementâ€ included in this Agreement shall be deemed to include such new registration statement, including all documents incorporated by reference therein pursuant to Item 12 of Form S-3, and all references to â€œBase Prospectusâ€ included in this Agreement shall be deemed to include the final form of prospectus, including all documents incorporated therein by reference, included in any such registration statement at the time such registration statement became effective. Â 20 Â Â (ff) During the term of the Agreement, the Company will provide the Agent with prompt notice of any planned offering of its equity, equity linked or debt securities, specifying the nature and date of such proposed transaction, to permit the Agent to determine if and when sales under the Agreement must be suspended. The Agent shall use its best efforts to provide consent to such planned offering as soon as reasonably possible, but in no event later than one (1) business day after receipt of such notice. The Company covenants and agrees that until the Agent has provided consent, the Company shall not commence any such planned offering, provided that after such one (1) business day period the Company may proceed with such offering without the Agentâ€™s consent. Notwithstanding the foregoing, the Company shall not be required to provide notice to the Agent with respect to its entry into a line of credit, provided, however, the Company shall still be required to comply with all the terms and conditions of this Agreement. Â (gg) Upon the Settlement Date of the first Transaction of the Offering and for a period of twelve

(12) months from termination of this Agreement pursuant to Section 7 herein, the Company grants the Agent the right of first refusal to act as sole managing underwriter and sole book runner, sole placement agent, or sole sales agent, for any and all future public or private equity, equity-linked or debt (excluding commercial bank debt) offerings for which the Company retains the service of an underwriter, agent, advisor, finder or other person or entity in connection with such offering during such period of the Company, or any successor to or any subsidiary of the Company. The Company shall not offer to retain any entity or person in connection with any such offering on terms more favorable than terms on which it offers to retain the Agent. Such offer shall be made in writing in order to be effective. The Agent shall notify the Company within ten (10) business days of its receipt of the written offer contemplated above as to whether or not it agrees to accept such retention. If the Agent should decline such retention, the Company shall have no further obligations to the Agent with respect to the offering for which it has offered to retain the Agent, except as otherwise provided for herein. The provision in this Section 3(gg) is subject to FINRA Rule 5110(g)(5)(B), pursuant to which the Company has a right of termination for cause, which shall include the Sales Agentâ€™s material failure to provide the services contemplated herein, and the Companyâ€™s exercise of its right of termination for cause eliminates any obligations with respect to any provision of any right of first refusal. Â 4.Conditions of Agentâ€™s Obligations. The obligations of the Agent hereunder are subject to (i) the accuracy of, as of the date hereof, each Bringdown Date, and each Time of Sale (in each case, as if made at such date), and compliance with, all representations, warranties and agreements of the Company contained herein, (ii) the performance by the Company of its obligations hereunder and (iii) the following additional conditions: Â (a)If filing of the Prospectus, or any amendment or supplement thereto, or any Permitted Free Writing Prospectus, is required under the Securities Act or the Rules and Regulations, the Company shall have filed the Prospectus (or such amendment or supplement) or such Permitted Free Writing Prospectus with the Commission in the manner and within the time period so required (without reliance on Rule 424(b)(8) or Rule 164(b)); the Registration Statement shall remain effective; no stop order suspending the effectiveness of the Registration Statement or any part thereof, any Rule 462(b) Registration Statement, or any amendment thereof, nor suspending or preventing the use of the Base Prospectus, the Prospectus or any Permitted Free Writing Prospectus shall have been issued; no proceedings for the issuance of such an order shall have been initiated or threatened; and any request of the Commission for additional information (to be included in the Registration Statement, the Base Prospectus, the Prospectus, any Permitted Free Writing Prospectus or otherwise) shall have been complied with to the Agentâ€™s satisfaction. Â Â Â (b)The Agent shall not have advised the Company that the Registration Statement, the Base Prospectus, the Prospectus, or any amendment or supplement thereto, or any Permitted Free Writing Prospectus, contains an untrue statement of fact which, in the Agentâ€™s opinion, is material, or omits to state a fact which, in the Agentâ€™s opinion, is material and is required to be stated therein or is necessary to make the statements therein (i) with respect to the Registration Statement, not misleading and (ii) with respect to the Base Prospectus, the Prospectus or any Permitted Free Writing Prospectus, in light of the circumstances under which they were made, not misleading. Â Â Â (c)Except as set forth or contemplated in the Prospectus and any Permitted Free Writing Prospectus, subsequent to the respective dates as of which information is given therein, the Company shall not have incurred any material liabilities or obligations, direct or contingent, or entered into any material transactions, or declared or paid any dividends or made any distribution of any kind with respect to its capital stock and there shall not have been any change in the capital stock, or any issuance of options, warrants, convertible securities or other rights to purchase the capital stock (other than as a result of Exempt Issuances), or any material change in the short-term or long-term debt, of the Company, or any Material Adverse Effect or any development that would be reasonably likely to result in a Material Adverse Effect (whether or not arising in the ordinary course of business), or any material loss by strike, fire, flood, earthquake, accident or other calamity, whether or not covered by insurance, incurred by the Company, the effect of which, in any such case described above, in the Agentâ€™s judgment, makes it impractical or inadvisable to offer or deliver the Shares. Â 21 Â Â (d)The Company shall have performed each of its obligations under Section 3(q). Â Â Â (e)The Company shall have performed each of its obligations under Section 3(r). Â Â Â (f)The Company shall have performed each of its obligations under Section 3(s). Â Â Â (g)The Company shall have performed each of its obligations under Section 3(t). Â Â Â (h)FINRA shall have raised no objection to the fairness and reasonableness of the underwriting terms and arrangements. Â Â Â (i)All filings with the Commission required by Rule 424 under the Securities Act to have been filed by the Settlement Date shall have been made within the applicable time period prescribed for such filing by Rule 424. Â Â Â (j)The Company shall have furnished to Agent and the Agentâ€™s counsel such additional documents, certificates and evidence as they may have reasonably requested. Â Â Â (k)Trading in the Common Stock shall not have been suspended on the NASDAQ Capital Market. Â All such opinions, certificates, letters and other documents will be in compliance with the provisions hereof only if they are reasonably satisfactory in form and substance to Agent and the Agentâ€™s counsel. The Company will furnish Agent with such conformed copies of such opinions, certificates, letters and other documents as Agent shall reasonably request. Â 5.Indemnification and Contribution. Â (a)The Company agrees to indemnify and hold harmless the Agent and each of the other Indemnified Parties (as defined below) from and against any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses and disbursements, and any and all actions suits proceedings and investigations in respect thereof and any and all legal and other costs, expenses and disbursements in giving testimony or furnishing documents in response to subpoena or otherwise (including, without limitation, the costs, expenses and disbursements, as and when incurred, of investigating, preparing, pursuing or defending any such action, suit, proceeding or investigation (whether or not in connection with litigation in which any Indemnified Party is a party)) (collectively, â€œLossesâ€), directly or indirectly, caused by, relating to, based upon, arising out of, or in connection with this Agreement, including, without limitation, any act or omission by the Agent in connection with its acceptance of or the performance or non-performance of its obligations under the Agreement, any breach by the Company of any representation, warranty, covenant or agreement contained in the Agreement (or in any instrument, document or agreement relating thereto, including any agency agreement), or the enforcement by the Agent of its rights under the Agreement or these indemnification provisions, except to the extent that any such Losses are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the gross negligence or willful misconduct of the Indemnified Party seeking indemnification hereunder. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with this Agreement for any other reason, except to the extent that any such liability is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Partyâ€™s gross negligence or willful misconduct This indemnity agreement will be in addition to any liability that the Company otherwise might have. Â 22 Â Â (i) These indemnification provisions shall extend to the following persons (collectively, the â€œIndemnified Partiesâ€): the Agent, its present and former affiliated entities, managers, members, officers, employees, legal counsel, agents and controlling persons (within the meaning of the federal securities laws), and the officers, directors, partners, stockholders, members, managers, employees, legal counsel, agents and controlling persons of any of them. These indemnification provisions shall be in addition to any liability which the Company may otherwise have to any Indemnified Party; Â (ii) If any action, suit, proceeding or investigation is commenced, as to which an Indemnified Party proposes to demand indemnification, it shall notify the Company with reasonable promptness; provided, however, that any failure by an Indemnified Party to notify the Company shall not relieve the Company from its obligations hereunder except to the extent that the Company is actually and materially prejudiced by such failure to notify. An Indemnified Party shall have the right to retain counsel of its own choice to represent it, and the fees, expenses and disbursements of such counsel shall be borne by the Company. Any such counsel shall, to the extent consistent with its professional responsibilities, cooperate with the Company and any counsel designated by the Company. The Company shall be liable for any settlement of any claim against any Indemnified Party made with the Companyâ€™s written consent. The Company shall not, without the prior written consent of the Agent, settle or compromise any claim, or permit a default or consent to the entry of any judgment in respect thereof, unless such settlement, compromise or consent (i) includes, as an unconditional term thereof, the giving by the claimant to all of the Indemnified Parties of an unconditional release from all liability in respect of such claim, and (ii) does not contain any factual or legal admission by or with respect to an Indemnified Party or an adverse statement with respect to the character, professionalism, expertise or reputation of any Indemnified Party or any action or inaction of any Indemnified Party. Â (iii) In order to provide for just and equitable contribution, if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification in such case, then the Company shall contribute to the Losses to which any Indemnified Party may be subject (i) in accordance with the relative benefits received by the Company and its stockholders, Subsidiaries and affiliates, on the one hand, and the Indemnified Party, on the other hand, and (ii) if (and only if) the allocation provided in clause (i) of this sentence is not permitted by applicable law, in such proportion as to reflect not only the relative benefits, but also the relative fault of the Company, on the one hand, and the Indemnified Party, on the other hand, in connection with the statements, acts or omissions which resulted in such Losses as well as any relevant equitable considerations. No person found liable for a fraudulent misrepresentation shall be entitled to contribution from any person who is not also found liable for fraudulent misrepresentation. The relative benefits received (or anticipated to be received) by the Company and its stockholders, Subsidiaries and affiliates shall be deemed to be equal to the aggregate consideration payable or receivable by such parties in connection with the transaction or transactions to which the Agreement relates relative to the amount of fees actually received by the Agent in connection with such transaction or transactions. Notwithstanding the foregoing, in no event shall the amount contributed by all Indemnified Parties exceed the amount of fees previously received by the Agent pursuant to the Agreement. Â (b)(i) The Agent will indemnify and hold harmless the Company and its affiliates and directors and each officer of the Company who signed the Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (the â€œCompany Indemnified Partiesâ€) from and against any Losses to which the Company or the Company Indemnified Parties may become subject, under the Securities Act or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Agent), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or omission or alleged untrue statement or omission of a material fact contained in the Registration Statement, any Base Prospectus, the Prospectus, or any amendment or supplement thereto or any Permitted Free Writing Prospectus, to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Base Prospectus, the Prospectus, or any amendment or supplement thereto, or any Permitted Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by Agent expressly for use in the preparation thereof, it being understood and agreed that the only information furnished by the Agent consists of the information described as such in Section 5(b)(ii), by the Company in connection with investigating or defending against any such loss, claim, damage, liability or action. (ii) The Agent confirms and the Company acknowledges that as of the date hereof no information has been furnished in writing to the Company by or on behalf of the Agent specifically for inclusion in the Registration Statement, any Base Prospectus, the Prospectus or any Permitted Free Writing Prospectus, other than information about the Agent included in the Prospectus Supplement under the heading â€œPlan of Distributionâ€. Â 23 Â Â (c)If the indemnification provided for in this Section 5 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Agent on the other from the Offering or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Agent on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Agent on the other shall be deemed to be in the same proportion as the total net proceeds from the Offering (before deducting expenses) received by the Company and the total compensation received by the Agent, bear to the total public offering price of the Shares. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Agent and the partiesâ€™ relevant intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Agent agree that it would not be just and equitable if contributions pursuant to this subsection (c) were to be determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the first sentence of this subsection (c). The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (c) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending against any action or claim which is the subject of this subsection (c). Notwithstanding the provisions of this subsection (c), the Agent shall not be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that the Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution

from any person who was not guilty of such fraudulent misrepresentation. Â (d)Neither the termination of this Agreement nor completion of the Offering shall affect these indemnification provisions, which shall remain operative and in full force and effect. The indemnification provisions shall be binding upon the Company and the Agent and their respective successors and assigns and shall inure to the benefit of the Indemnified Parties and the Company Indemnified Parties and their respective successors, assigns, heirs and personal representatives. Â 6.Representations and Agreements to Survive Delivery. All representations and warranties of the Company herein or in certificates delivered pursuant hereto, and agreements of the Agent and the Company herein, including but not limited to the agreements of the Agent and the Company contained in Section 5, shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Agent or any controlling person thereof, or the Company or any of its officers, directors, or controlling persons, and shall survive delivery of, and payment for, the Shares to and by the Agent hereunder. Â Â 7.Termination of this Agreement. The term of this Agreement shall begin on the date hereof, and shall continue until the earlier of (i) the sale of Shares having an aggregate offering price of $5,000,000, or (ii) the termination by either the Agent or the Company upon the provision of fifteen (15) days written notice. Any such termination by mutual agreement shall in all cases be deemed to provide that Section 3(g), Section 5 and Section 6 shall remain in full force and effect. Notwithstanding the foregoing, the Agent shall have the right, in its sole discretion, to terminate this Agreement if at any time from the date of this Agreement to the effectiveness of the Registration Statement, the Agent is not fully satisfied, in its sole discretion, with the results of its and its representativesâ€™ review of the Company and the Companyâ€™s business. Â 24 Â Â 8. Default by the Company. If the Company shall fail at any Settlement Date to sell and deliver the number of Shares which it is obligated to sell hereunder, then this Agreement shall terminate without any liability on the part of the Agent or, except as provided in Section 3(g), any non-defaulting party. No action taken pursuant to this Section 8 shall relieve the Company from liability, if any, in respect of such default, and the Company shall (A) hold the Agent harmless against any loss, claim or damage arising from or as a result of such default by the Company and (B) pay the Agent any commission to which it would otherwise be entitled absent such default. Â Â 9. Notices. Except as otherwise provided herein, all communications under this Agreement shall be in writing and, if to the Agent, shall be mailed, delivered or telecopied to Maxim Group LLC, 300 Park Avenue, 16th Floor, New York, New York 10022, Attention: James Siegel, with a required copy (which shall not constitute notice) to The Crone Law Group, P.C., counsel for the Agent, at 420 Lexington Avenue, Suite 2446, New York, New York 10170 Attention: Liang Shih, Esq. (lshih@cronelawgroup.com). Notices to the Company shall be given to it at 1061 E. Indiantown Road, Suite 110, Jupiter, Florida 33477 Attention: John Gulyas, with required copies (which shall not constitute notice) to Sichenzia Ross Ference Carmel LLP, 1185 Avenue of the Americas, 31st Floor, New York, New York 10036 Attention: Arthur Marcus, Esq. (amarcus@srfc.law). Any party to this Agreement may change such address for notices by sending to the parties to this Agreement written notice of a new address for such purpose. Â Â 10. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and the controlling persons, officers and directors referred to in Section 5. Nothing in this Agreement is intended or shall be construed to give to any other person, firm or corporation any legal or equitable remedy or claim under or in respect of this Agreement or any provision herein contained. The term â€œsuccessors and assignsâ€ as herein used shall not include any purchaser, as such purchaser, of any of the Shares from the Agent. Â Â 11. Absence of Fiduciary Relationship. The Company acknowledges and agrees that: (a) the Agent has been retained solely to act as an sales agent and/or principal in connection with the sale of the Shares and that no fiduciary, advisory or agency relationship between the Company and the Agent has been created in respect of any of the transactions contemplated by this Agreement, irrespective of whether the Agent has advised or are advising the Company on other matters; (b) the price and other terms of the Shares set forth in this Agreement were established by the Company following discussions and arms-length negotiations with the Agent and the Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement; (c) it has been advised that the Agent and its affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Company and that the Agent has no obligation to disclose such interest and transactions to the Company by virtue of any fiduciary, advisory or agency relationship; (d) it has been advised that the Agent is acting, in respect of the transactions contemplated by this Agreement, solely for the benefit of the Agent, and not on behalf of the Company; and (e) it waives to the fullest extent permitted by law, any claims it may have against the Agent for breach of fiduciary duty or alleged breach of fiduciary duty in respect of any of the transactions contemplated by this Agreement and agrees that the Agent shall have no liability (whether direct or indirect) to the Company in respect of such a fiduciary duty claim on behalf of or in right of the Company, including stockholders, employees or creditors of the Company. Â Â 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, including Section 5-1401 of the General Obligations Law of the State of New York, but otherwise without regard to conflict of laws rules that would apply the laws of any other jurisdiction. Â Â 13. Counterparts. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original and all such counterparts shall together constitute one and the same instrument. Â 25 Â Â 14. Adjustments for Stock Splits. The parties acknowledge and agree that all share-related numbers contained in this Agreement shall be adjusted to take into account any stock split, stock dividend or similar event effected with respect to the Shares. Â Â 15. Entire Agreement; Amendment; Severability; Headings. This Agreement (including all schedules and exhibits attached hereto and transaction notices issued pursuant hereto), together with the Engagement Letter constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. Neither this Agreement nor any term hereof may be amended except pursuant to a written instrument executed by the Company and the Agent. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable as written by a court of competent jurisdiction, then such provision shall be given full force and effect to the fullest possible extent that it is valid, legal and enforceable, and the remainder of the terms and provisions herein shall be construed as if such invalid, illegal or unenforceable term or provision was not contained herein, but only to the extent that giving effect to such provision and the remainder of the terms and provisions hereof shall be in accordance with the intent of the parties as reflected in this Agreement. The section headings used in this Agreement are for convenience only and shall not affect the construction hereof. Â Â 16. Waiver of Jury Trial. Each of the Company and the Agent hereby waives any right it may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or the transactions contemplated hereby. Â 26 Â Â Please sign and return to the Company the enclosed duplicates of this letter whereupon this letter will become a binding agreement between the Company and the Agent in accordance with its terms. Â Very truly yours, Â Â Â Â Â Â SAFETY SHOT, INC. Â Â Â Â By: Â Â Name: Â Â Title: Â Â Â Â MAXIM GROUP LLC Â Â Â Â By: Â Â Name: Â Â Title: Â Â Â [Signature page â€“ Equity Distribution Agreement] Â Â Â Schedule A Â Permitted Free Writing Prospectus Â [NONE] Â Â Â Â Schedule B Â Individuals Permitted to Authorize Sale of Shares Â John Gulyas Â jgulyas@drinksafetyshot.com Â Â Â Â Schedule C Â Form of E-mail or Telecopy Confirmation Â [COMPANY LETTERHEAD] Â Date: _______________ Â Bill Vitale, Head of Equity Trading Maxim Group LLC 300 Park Ave, 16th Floor New York, NY 10022 Â RE: E-mail Confirmation to Sell Stock Utilizing the Equity Distribution Agreement Â Bill Vitale and Maxim Equity Trading Team: Â Pursuant to the terms and subject to the conditions contained in the Equity Distribution Agreement between Safety Shot, Inc. (the â€œCompanyâ€) and Maxim Group LLC (â€œMaximâ€) dated [Â Â] __, 2024 (the â€œAgreementâ€), we hereby confirm our request by e-mail transmission on behalf of the Company that Maxim is authorized to sell for a period of up to _________ business days, up to _______________ shares of the Companyâ€™s Common Stock at a minimum market price of $________ per share. Â Thanks for all your help and please contact us with any questions, Â Sincerely, Â Safety Shot, Inc . Â Â Â Â By: Â Â Name: John Gulyas Â Â Â Â Schedule D Â Individuals to Which Notice Can Be Given Â For Maxim Group LLC: Â Bill Vitale Office: (212) 895-3623 Fax: (212) 895-3783 bvitalie@maximgrp.com Â Robert Sayegh Office: (212) 895-3560 Fax: (212) 895-3783 rsayegh@maximgrp.com Â For Safety Shot, Inc.: Â John Gulyas Â jgulyas@drinksafetyshot.com Â Â Â EX-10.38 12 ex10-38.htm Â Exhibit 10.38 Â Â Â SEPARATION AND EXCHANGE AGREEMENT Â Â Â between Â SAFETY SHOT, INC., a Delaware corporation Â CARING BRANDS, INC., a Florida corporation Â CARING BRANDS, INC., a Nevada corporation Â and Â Brian S. John, the representative Â Dated as of September 24, 2024 Â Â Â Â SEPARATION AND EXCHANGE AGREEMENT, dated as of September 24, 2024 between Safety Shot, Inc., a Delaware corporation (the â€œCompanyâ€), Caring Brands, Inc., a Nevada corporation (â€œCBâ€), Caring Brands, Inc, a Florida corporation (â€œCB Floridaâ€) and Brian S. John as the representative of the shareholders of CB Florida and CB (the â€œRepresentativeâ€) (the Company, CB, CB Florida and the Representative each a â€œPartyâ€ and together, the â€œPartiesâ€). Â WHEREAS, the Company is a publicly held corporation organized under the laws of the State of Delaware and its shares of common stock are listed and traded on the Nasdaq Stock Market LLC under the symbol SHOT; Â WHEREAS, Brian S. John is acting as the representative of the shareholders of CB Florida and CB, as specified in the Schedule I herein; Â WHEREAS, the Company along with the other shareholders of CB (collectively the â€œTransferorsâ€), own 100% of the issued and outstanding shares of common stock of CB Florida, which currently operates the Companyâ€™s business segment that creates and sells innovative wellness consumer products industries (the â€œCB Businessâ€), and owns all of the assets, intellectual property and liabilities related thereto; Â WHEREAS, the Parties have determined to effect a separation of the CB Business from the Company (the â€œSeparationâ€) whereby the CB Business will be contributed to CB and all expenses related thereto shall be the responsibility of CB, in each case, on the terms and subject to the conditions set forth herein; Â WHEREAS, to effect the Separation, the assumption of the expenses related to the CB Business shall be in exchange for all of the issued and outstanding shares of common stock of CB Florida, owned by the Transferors (the â€œCB Florida Sharesâ€); and Â WHEREAS, CB intends to file with the Securities and Exchange Commission (â€œSECâ€) a draft Registration Statement on Form S-1 (the â€œIPO Registration Statementâ€) to register certain shares of common stock, par value $0.001 (the â€œCB Common Stockâ€) to be sold in an initial public offering of CB (the â€œCB IPOâ€) and to be distributed to stockholders of the Company as of a record date (the â€œRecord Dateâ€) to be determined by the Company (the â€œDistributionâ€), drafts of which will first be confidentially submitted to the SEC. Â NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Parties hereby agree as follows: Â ARTICLE I Share Exchange Â 1.01. Share Exchange. Â (a)Share Exchange. On the terms and subject to the conditions set forth in this Agreement, within five (5) business days of the date hereof (the â€œEffective Timeâ€) the Transferors shall contribute, convey, transfer, assign and deliver to CB, as a contribution, all of their right, title and interest in and to the CB Florida Shares, free and clear of all liens and encumbrances, and in exchange therefor, CB hereby accepts and agrees to assume all obligations with respect to such CB Florida Shares, if any, from and after the Effective Time (the â€œShare Exchangeâ€). Â (b)Separation. At the Effective Time, the Company will transfer to CB all CB Assets including but not limited to the intellectual property described on Schedule 1,01 hereto. Â 2 Â Â (c) Costs and Expenses for Transfer of Assets and Liabilities. Any costs and expenses incurred to effect any assignment, transfer, conveyance and delivery contemplated by this Section 1.01 shall, except as set forth herein, be the responsibility of the Company. Other than costs and expenses incurred in accordance with the foregoing, nothing in this Section 1.01(b) shall require any Party to incur any material obligation or grant any material concession for the benefit of any member of the other Party in order to effect any transaction contemplated by this Section 1.01. Notwithstanding anything to the contrary in this Agreement, CB shall be liable for the rent of the office space located at 1061 E. Indiantown Rd., Ste. 110, Jupiter, FL 33477, upon CB raising a minimum of $4,000,000 in any public or private offering following the date hereof.. Â (c) In the event that at any time after the Effective Time, a Party becomes aware that a CB Asset (as defined below) has not been transferred pursuant to Section 1.01(a), the Parties shall cause the prompt transfer of such CB Asset; and Â (d) On May 7, 2024 CB paid back a note payable in the amount of $300,000 owed to the Company by CB and any other advances to CB by the Company shall be waived as part of the Share Exchange. Â 1.02. Licenses, Intellectual Property and other Contracts. Â All current contracts and agreements, licenses and intellectual property (the â€œAssetsâ€) pertaining to the CB Business are in the name of CB Florida. In the event that any Assets necessary to operate the business of CB are in the Companyâ€™s name, the Company shall obtain the necessary consents to transfer such Assets to CB. Â ARTICLE II THE CB IPO Â 2.01. Sole and Absolute Discretion; Cooperation. Â The Company and CB shall mutually determine the terms of the CB IPO, including the form, structure and terms of any transaction(s) and/or offering(s) to effect the CB IPO and the timing and conditions to the consummation of the CB IPO. CB shall use its reasonable best efforts to accomplish the CB IPO and shall promptly take any and all actions necessary or desirable to effect the CB IPO, including, without limitation, the registration under the Securities Act of 1933, as amended (the Securities Actâ€), of shares of CB Common Stock on an appropriate registration form or forms. Â 2.02. Actions Prior to the CB IPO. Â (a) Subject to the conditions specified in this Section 2.02, CB shall use its reasonable best efforts to consummate the CB IPO. Such actions shall include, but not necessarily be limited to, those specified in this Section 2.02. Â (b) Registration Statements. CB shall prepare and file the IPO Registration Statement, and shall file such amendments or supplements thereto, and shall use its reasonable best efforts to cause the same to become and remain effective as required by law, including, but not limited to, filing such amendments to the IPO Registration Statement as may be required the SEC or federal, state or foreign securities laws. The IPO Registration Statement and any preliminary, final or supplemental prospectus forming a part of the Registration Statement (each, a â€œProspectusâ€) shall contain such information as is required under the Securities Act. The Company and CB shall also cooperate in preparing, filing with the SEC and causing to become effective a registration statement registering the CB Common Stock under the Securities Exchange Act of 1934, as amended (the â€œExchange Actâ€). Â (c) Company Shares. The Company shall retain 3,000,000 shares of common stock of CB. Â (d) CB IPO Consultation. The Company and CB shall consult with each other regarding the timing, pricing and other material matters with respect to the CB IPO. Â 3 Â Â (e) Nasdaq Listing. CB shall prepare, file and use its reasonable best efforts to have the CB Common Stock approved for listing on Nasdaq Capital Markets (â€œNasdaqâ€), subject to official notice of issuance. Â (f) Reserved. Â (g) CB IPO Costs. CB shall pay all third-party costs, fees and expenses relating to the CB IPO, all of the costs of producing, printing, mailing and otherwise distributing the Prospectus. Â (h) CB Directors and Officers. On or prior to the Effective Time, the Company and CB shall take all necessary actions so that, as of such time, the directors and executive officers of CB shall be those set forth in the IPO Registration Statement. Â 2.03. Conditions Precedent to Consummation of the CB IPO. Â (a) Subject to Section 2.01, as soon as practicable after the date of this Agreement, the Parties hereto shall use their reasonable best efforts to satisfy the conditions to the consummation of the CB IPO set forth in this Section 2.03: Â (i) The Share Exchange shall have occurred as contemplated by Section 1.01 so that by operation of law CB owns all of the CB Assets or has licenses to any assets necessary to operate the CB Business as conducted by the Company and CB Florida immediately prior to the Effective Time. Â (ii) The IPO Registration Statement shall have been filed with the SEC, and there shall be no stop-order in effect with respect thereto, and no proceeding for that purpose shall have been instituted by the SEC. Â (iii) The shares of CB Common Stock shall have been approved for listing on Nasdaq, subject to official notice of issuance. Â (iv) Reserved. Â (viii) No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Separation or the CB IPO or any of the other transactions contemplated by this Agreement shall be in effect. Â (ix) Such other actions as the parties hereto may, based upon the advice of counsel, reasonably requested to be taken prior to the Separation in order to assure the successful completion of the Separation and the other transactions contemplated by this Agreement shall have been taken. Â (x) This Agreement shall not have been terminated. Â (xi) No event or development shall have occurred or exist or be expected to occur that, in the judgment of the Companyâ€™s Board of Directors, in its sole discretion, makes it inadvisable to effect the Share Exchange. Â (xii) The $300,000 note payable from CB to the Company has been paid back in full as per Section 1.01(d). Â (b) The foregoing conditions are for the sole benefit of the Company and shall not give rise to or create any duty on the part of the Company to waive or not waive such conditions or in any way limit the Companyâ€™s right to terminate this Agreement or alter the consequences of any such termination from those specified in such Article. This Agreement may only be terminated in accordance with Section 9.01. Â 4 Â Â ARTICLE III THE DISTRIBUTION Â 3.01. Sole and Absolute Discretion; Cooperation. Â (a) The Company shall effect the Distribution as promptly as possible following the Effective Time; provided, however, that prior to the Effective Time, the Company and CB may mutually determine whether to proceed with, the Distribution. The Company shall have the sole discretion to determine the declaration and payment dates of the Distribution at any time prior to the Effective Time, and the payment date as so determined by the Company is referred to herein as the â€œDistribution Date.â€ The Distribution will not take place unless the IPO Registration Statement is declared effective by the SEC. Â (b) CB shall cooperate with the Company to accomplish the Distribution and shall, at the Companyâ€™s direction, promptly take any and all actions necessary or desirable to effect the Distribution. Â 3.02. Actions Prior to the Distribution. Â Prior to the Distribution Date and subject to the terms and conditions set forth herein, the Parties shall take, or cause to be taken, the following actions in connection with the Distribution: Â (a) Securities Law Matters. The Company and CB shall prepare, prior to the Distribution, for the holders of shares of common stock of the Company, such information concerning CB, its business, operations and management, the Distribution and such other matters as the Company shall reasonably determine and as may be required by law. The Company and CB will prepare and file with the SEC any such documentation, which the Company and CB determine to be necessary or desirable to effectuate the Distribution, and the Company and CB shall each use its reasonable best efforts to obtain all necessary approvals from the SEC with respect thereto as soon as practicable. The IPO Registration Statement, being confidentially submitted, shall serve to have satisfied this requirement. Â (b) The Distribution Agent. The Company shall enter into an agreement with ClearTrust, the Companyâ€™s transfer agent (the â€œAgentâ€), or otherwise provide instructions to the Agent regarding the Distribution. Â 3.03 Conditions to the Distribution. Â (a) The consummation of the Distribution will be subject to the satisfaction, or waiver by the Company in its sole and absolute discretion, of the following conditions: Â (i) The actions and filings necessary or appropriate under applicable U.S. federal, U.S. state or other securities laws, including, but not limited to the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder, in connection with the Distribution shall have been taken or made, and, where applicable, have become effective or been accepted by the applicable governmental authority. Â (ii) No order, injunction or decree issued by any governmental authority of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Distribution or any of the transactions related thereto shall be in effect, and no other event outside the control of the Company shall have occurred or failed to occur that prevents the consummation of the Distribution or any related transactions. Â (iii) The shares of CB Common Stock shall have been approved for listing on Nasdaq, subject to official notice of issuance. Â (b) The foregoing conditions are for the sole benefit of the Company and shall not give rise to or create any duty on the part of the Company or the Companyâ€™s board to waive or not waive any such condition or in any way limit the Companyâ€™s right to terminate this Agreement or alter the consequences of any such termination from those specified herein. Any determination made by the Companyâ€™s board prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in Section 2.03(a) shall be conclusive and binding on the Parties. The Companyâ€™s ability to terminate this Agreement shall cease upon the effectiveness of the IPO Registration Statement. Â 5 Â Â 3.04. The Distribution. Â (a) Subject to Section 2.03, on or prior to the Distribution Date, the Company will instruct the Agent to transfer 2,000,000 of the shares of CB Common Stock for the benefit of holders of shares of common stock of the Company on a record date to be determined by the Company (the â€œRecord Dateâ€) to effect the Distribution, and shall cause the Agent to distribute, as of the Distribution Date, the appropriate number of whole shares of CB Common Stock to each such holder (the â€œRecord Holderâ€) or designated transferee or transferees of any Record Holder by way of direct registration in book-entry form. The Distribution shall be effective as of the Distribution Date. Â (b) Each Record Holder will be entitled to receive in the Distribution a number of whole shares of CB Common Stock equal to the number of shares of common stock of the Company held by such Record Holder on the Record Date multiplied by the distribution ratio to be determined by the Company, rounded up to the nearest whole number. Â (c) Until the shares of CB Common Stock are duly transferred in accordance with this Section 3.04 and applicable law, from and after the Distribution Date, CB will regard the individuals or entities entitled to receive such shares of CB Common Stock in accordance with this Section 3.04 as record holders of shares of CB Common Stock in accordance with the terms of the Distribution without requiring any action on the part of such individuals or entities. CB agrees that, subject to any transfers of such shares, from and after the Distribution Date, (i) each such holder will be entitled to receive all dividends, if any, payable on, and exercise voting rights and all other rights and privileges with respect to, the shares of CB Common Stock then held by such holder, and (ii) each such holder will be entitled, without any action on the part of such holder, to receive evidence of ownership of the shares of CB Common Stock then held by such holder. Â ARTICLE IV COMPANY RELEASE; INDEMNIFICATION Â 4.01. Release of Pre-Separation Claims. Â (a) Company Release of CB. Effective as of the Effective Time, the Company does hereby, for itself and each of its subsidiaries and their respective successors and assigns, and, to the extent permitted by law, all individuals who at any time prior to the Effective Time have been stockholders, directors, officers, agents or employees of the Company (in each case, in their respective capacities as such), remise, release and forever discharge (i) CB and their respective successors and assigns, including CB Florida, and (ii) all stockholders, directors, officers, agents or employees of CB or CB Florida other than the Company (such persons released in this Section 4.01(a) shall be referred to as the â€œCB Personsâ€, in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from (A) all of the liabilities of the Company, (B) all liabilities arising from or in connection with the transactions and all other activities to implement the Separation, the Share Exchange, the CB IPO and the Distribution and (C) all damages arising from or in connection with actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to or following the Effective Time (whether or not such labilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case to the extent relating to, arising out of or resulting from the business of the Company or any liability of the Company (the â€œCompany Liabilitiesâ€). To avoid ambiguity, the Company agrees that in the event that an action is brought against the Company related to the Separation, the Share Exchange, the CB IPO or the Distribution, the Company agrees not to bring any claim against CB or any CB Person. Â (b) No Claims. The Company shall not make any claim or demand, or commence any judicial proceeding asserting any claim or demand, including any claim of contribution or any indemnification, against CB, or any other CB Person released pursuant to Section 4.01(b), with respect to any CB Liabilities (as defined below) released pursuant to Section 4.01(b). Â 6 Â Â 4.02. Indemnification by CB. Â Except as otherwise specifically set forth in this Agreement, to the fullest extent permitted by Law, CB shall, indemnify, defend and hold harmless the Company and each stockholder, director, officer, agent or employees of the Company, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the â€œCompany Indemniteesâ€), from and against any and all liabilities of the Company Indemnitees relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication): Â (a) any CB Business or CB Assets; Â (b) any CB Liability; Â (c) any failure of CB to pay, perform or otherwise promptly discharge any CB Liability in accordance with their terms, whether prior to, on or after the Effective Time; and Â (d) any material breach by CB of this Agreement. Â 4.03. Indemnification by the Company. Â Except as otherwise specifically set forth in this Agreement, to the fullest extent permitted by law, the Company shall, and shall cause the other members of the Company to, indemnify, defend and hold harmless CB and each CB Person or their respective past, present and future directors, officers, employees or agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the â€œCB Indemniteesâ€), from and against any and all liabilities of the CB Indemnitees relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication): Â (a) any Company Liability or the Companyâ€™s assets or business other than the CB Business or the CB Assets; Â (b) any failure of the Company to pay, perform or otherwise promptly discharge any of the Company Liabilities in accordance with their terms, whether prior to, on or after the Effective Time; Â (c) any breach by the Company of this Agreement; Â (e) Company Taxes (as defined below); Â (f) any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information (i) contained in the IPO Registration Statement or any Prospectus (including in any amendments or supplements thereto), (ii) contained in any public filings made by the Company with the SEC following the date of the CB IPO, or (iii) provided by the Company to CB specifically for inclusion in CBâ€™s annual or quarterly or current reports following the date of the CB IPO; and Â (g) any action brought against CB relating to the CB IPO, the Separation, the Share Exchange or the Distribution. Â 4.04. Indemnification Obligations Net of Insurance Proceeds and Other Amounts. Â (a) The Parties intend that any liability subject to indemnification (an â€œIndemnified Liabilityâ€), contribution or reimbursement pursuant to this Article IV will be net of any insurance proceeds or other amounts actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any individual or entity by or on behalf of the Indemnitee (as defined below) in respect of any Indemnifiable Liability pursuant to an insurance policy (an â€œInsurance Policyâ€). Accordingly, the amount which either Party (an â€œIndemnifying Partyâ€) is required to pay to any person entitled to indemnification or contribution hereunder (an â€œIndemniteeâ€) will be reduced by any insurance proceeds or other amounts actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any person by or on behalf of the Indemnitee in respect of the related Indemnified Liability. If an Indemnitee receives a payment (an â€œIndemnity Paymentâ€) required by this Agreement from an Indemnifying Party in respect of any Indemnified Liability and subsequently receives any insurance proceeds or any other amounts in respect of such Indemnified Liability, then within ten (10) calendar days of receipt of such insurance proceeds, the Indemnitee will pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the insurance proceeds or such other amounts (net of any out-of-pocket costs or expenses incurred in the collection thereof) had been received, realized or recovered before the Indemnity Payment was made. Â 7 Â Â (b) The Parties agree that it is their intent that an insurer that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of any provision contained in this Agreement , have any subrogation rights with respect thereto, it being understood that no insurer or any other Indemnified Party shall be entitled to a â€œwindfallâ€ (i.e., a benefit they would not be entitled to receive in the absence of the indemnification provisions) by virtue of the indemnification and contribution provisions hereof. Each Party shall use commercially reasonable efforts (taking into account the probability of success on the merits and the cost of expending such efforts, including attorneysâ€™ fees and expenses) to collect or recover any Insurance Proceeds that may be collectible or recoverable respecting the Indemnified Liabilities for which indemnification or contribution may be available under this Article IV. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any action to collect or recover insurance proceeds, and an Indemnitee need not attempt to collect any insurance proceeds prior to making a claim for indemnification or contribution or receiving any Indemnity Payment otherwise owed to it under this Agreement. Â 4.05. Procedures for Indemnification of Third-Party Claims. Â (a) Notice of Claims. If, at or following the Effective Time, an

Indemnitee shall receive notice or otherwise learn of the assertion by an individual or entity who is not themselves an Indemnified Party (including any federal, state or foreign government of government agency (a â€œGovernmental Authorityâ€) who is not a subsidiary of the Company of any claim or of the commencement by any such person of any action (collectively, a â€œThird-Party Claimâ€) with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnitee pursuant to Section 4.02 or 4.03, or any other Section of this Agreement, such Indemnitee shall give such Indemnifying Party written notice thereof as soon as practicable, but in any event within fourteen (14) days (or sooner if the nature of the Third-Party Claim so requires) after becoming aware of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail, including the facts and circumstances giving rise to such claim for indemnification, and include copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim. Notwithstanding the foregoing, the failure of an Indemnitee to provide notice in accordance with this Section 4.05(a) shall not relieve an Indemnifying Party of its indemnification obligations under this Agreement, except to the extent to which the Indemnifying Party is actually prejudiced by the Indemniteeâ€™s failure to provide notice in accordance with this Section 4.05(a). Â (b) Control of Defense. Subject to any insurerâ€™s rights pursuant to an Insurance Policy of either Party, an Indemnifying Party may elect to defend (and seek to settle or compromise), at its own expense and with its own counsel, any Third-Party Claim; provided, that, prior to the Indemnifying Party assuming and controlling defense of such Third-Party Claim, it shall first confirm to the Indemnitee in writing that, assuming the facts presented to the Indemnifying Party by the Indemnitee being true, the Indemnifying Party shall indemnify the Indemnitee for any such damages to the extent resulting from, or arising out of, such Third-Party Claim. Notwithstanding the foregoing, if the Indemnifying Party assumes such defense and, in the course of defending such Third-Party Claim, (i) the Indemnifying Party discovers that the facts presented at the time the Indemnifying Party acknowledged its indemnification obligation in respect of such Third-Party Claim were not true in all material respects and (ii) such untruth provides a reasonable basis for asserting that the Indemnifying Party does not have an indemnification obligation in respect of such Third-Party Claim, then (A) the Indemnifying Party shall not be bound by such acknowledgment, (B) the Indemnifying Party shall promptly thereafter provide the Indemnitee written notice of its assertion that it does not have an indemnification obligation in respect of such Third-Party Claim and (C) the Indemnitee shall have the right to assume the defense of such Third-Party Claim. Within thirty (30) days after the receipt of a notice from an Indemnitee in accordance with Section 4.5(a) (or sooner, if the nature of the Third-Party Claim so requires), the Indemnifying Party shall provide written notice to the Indemnitee indicating whether the Indemnifying Party shall assume responsibility for defending the Third-Party Claim and specifying any reservations or exceptions to its defense. If an Indemnifying Party elects not to assume responsibility for defending any Third-Party Claim as provided in this Section 4.5(b) or fails to notify an Indemnitee of its election within thirty (30) days after receipt of the notice from an Indemnitee as provided in Section 4.5(a), then the Indemnitee that is the subject of such Third-Party Claim shall be entitled to continue to conduct and control the defense of such Third-Party Claim. Notwithstanding anything herein to the contrary, to the extent a Third-Party Claim involves or would reasonably be expected to involve both an CB Liability and the Company Liability (collectively, a â€œShared Third-Party Claimâ€), the Company shall have the sole right to defend and control such portion of any Action relating to such Third-Party Claim to the extent it relates to a the Company Liability, and CB shall have the sole right to defend and control such portion of any Action relating to such Third-Party Claim to the extent it relates to an CB Liability. Â 8 Â Â (c) Allocation of Defense Costs. If an Indemnifying Party has elected to assume the defense of a Third-Party Claim, whether with or without any reservations or exceptions with respect to such defense, then such Indemnifying Party shall be solely liable for all fees and expenses incurred by it in connection with the defense of such Third-Party Claim and shall not be entitled to seek any indemnification or reimbursement from the Indemnitee for any such fees or expenses incurred by the Indemnifying Party during the course of the defense of such Third-Party Claim by such Indemnifying Party, regardless of any subsequent decision by the Indemnifying Party to reject or otherwise abandon its assumption of such defense. If an Indemnifying Party elects not to assume responsibility for defending any Third-Party Claim or fails to notify an Indemnitee of its election within thirty (30) days after receipt of a notice from an Indemnitee as provided in Section 4.05(a), and the Indemnitee conducts and controls the defense of such Third-Party Claim and the Indemnifying Party has an indemnification obligation with respect to such Third-Party Claim, then the Indemnifying Party shall be liable for all reasonable fees and expenses incurred by the Indemnitee in connection with the defense of such Third-Party Claim. In the event of a Shared Third-Party Claim, each Party shall be liable for the portion of the fees and expenses incurred by such Party in connection with the defense of such Shared Third-Party Claim that is equal to the relative portion of such Partyâ€™s Liability in respect of such Shared Third-Party Claim, and shall be entitled to seek any indemnification or reimbursement from the other Party for any fees or expenses incurred by such Party during the course of the defense of such Shared Third-Party Claim in excess of such fees and expenses that are the responsibility of such Party pursuant to this Agreement. Â (d) No Settlement. Neither Party may settle or compromise any Third-Party Claim for which either Party is seeking to be indemnified hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld, unless such settlement or compromise is solely for monetary damages that are fully payable by the settling or compromising Party, does not involve any admission, finding or determination of wrongdoing or violation of Law or the Indemnitee and provides for a full, unconditional and irrevocable release of the other Party and the Indemnitee(s) from all Liability in connection with the Third-Party Claim. The Parties hereby agree that if a Party presents the other Party with a written notice containing a proposal to settle or compromise a Third-Party Claim for which either Party is seeking to be indemnified hereunder and the Party receiving such proposal does not respond in any manner to the Party presenting such proposal within thirty (30) days (or within any such shorter time period that may be required by applicable Law or court order) of receipt of such proposal, then the Party receiving such proposal shall be deemed to have consented to the terms of such proposal. Â 4.06. Right of Contribution. Â (a) Contribution. If any right of indemnification contained in Section 4.02 or Section 4.03 is held unenforceable or is unavailable for any reason, or is insufficient to hold harmless an Indemnitee in respect of any Indemnified Liability for which such Indemnitee is entitled to indemnification hereunder, then the Indemnifying Party shall contribute to the amounts paid or payable by the Indemnitees as a result of such Indemnified Liability (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and the Indemnitee. Â 9 Â Â 4.07. Limitation of an Indemnified Liability. Â The indemnification includes all liabilities and expenses incurred in connection with a matter resulting in the right to indemnification, including without limitation, any reasonable fees for independent legal counsel and accountants. No Indemnitee shall be entitled to indemnification for any special, punitive or exemplary damages, except to the extent such damages are finally awarded and actually paid by the Indemnitee to a third party in connection with a Third Party Claim. Â 4.08. Survival of Indemnification. Â The indemnification provisions in this Article IV shall survive until the expiration of the applicable statute of limitations, plus sixty days. The right to indemnification with respect to claims of which notice was given prior to the expiration of the applicable survival period shall survive such expiration until such claim is finally resolved and any obligations with respect thereto are fully satisfied. Â ARTICLE V ACCESS TO INFORMATION; PRIVILEGE Â Section 5.01. Financial Statements and Accounting. Â (a) Each of CB and the Company agrees to provide the other Party and its auditors reasonable assistance and reasonable access to the properties, books and records, other information and personnel of each Party or any of its subsidiaries set forth in this Section 5.01, from the Effective Time until the completion of each Partyâ€™s respective audit for the fiscal year ending December 31, 2024, (i) in connection with the preparation and audit of each Partyâ€™s respective quarterly and annual financial statements for the fiscal year ended December 31, 2024, and (ii) to the extent reasonably necessary to respond (and for the limited purpose of responding) to any written request or official comment from a Governmental Authority; Â (b) CB shall authorize and request its auditors to make reasonably available to the Companyâ€™s auditors the personnel performing its annual audits and work papers related thereto (subject to the execution of any reasonable and customary access letters that such partyâ€™s auditors may require in connection with such review of such work papers), in all cases within a reasonable time prior to the Companyâ€™s auditorsâ€™ opinion date, so that the Companyâ€™s auditors are able to perform the procedures they reasonably consider necessary to take responsibility for the work of CBâ€™s auditors as it relates to the Companyâ€™s auditorsâ€™ report on CBâ€™s financial statements, all within sufficient time to enable the Company to meet its timetable for the filing of its annual financial statements. Â Section 5.02. Ownership of Information. Â Any information owned by one Party or any of its subsidiaries that is provided to a requesting Party pursuant to this Article V shall be deemed to remain the property of the providing Party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information. Â Section 5.03. Confidentiality. Â Notwithstanding any termination of this Agreement, the Parties shall hold, and shall each cause its and their other respective officers, directors, accountants, agents or attorneys (â€œRepresentativesâ€) to hold, in strict confidence, and not to disclose or release or use, without the prior written consent of the other Party, any and all non-public information (â€œConfidential Informationâ€) concerning the other Party; provided that the Parties may disclose, or may permit disclosure of, Confidential Information (i) to their respective auditors, attorneys, financial advisors, bankers and other appropriate consultants and advisors who have a need to know such information and are informed of their obligation to hold such information confidential to the same extent as is applicable to the Parties and in respect of whose failure to comply with such obligations, the applicable Party will be responsible, (ii) if the Parties are required or compelled to disclose any such Confidential Information by judicial or administrative process or by other requirements of law or stock exchange rule, (iii) as required in connection with any legal or other proceeding by one Party against the other Party, or (iv) as necessary in order to permit a Party to prepare and disclose its financial statements, tax returns or other disclosures required by applicable law, including the rules and regulations of any securities exchange such Partyâ€™s securities are traded on. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made pursuant to clause (ii) above, each Party, shall promptly notify the other of the existence of such request or demand and shall provide the other a reasonable opportunity to seek an appropriate protective order or other remedy, which such Parties will cooperate in obtaining. In the event that such appropriate protective order or other remedy is not obtained, the Party whose Confidential Information is required to be disclosed shall or shall cause the other Party to furnish, or cause to be furnished, only that portion of the Confidential Information that is legally required to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded such information. Â 10 Â Â Section 5.04. Limitation of Liability. Â IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR ANY OF ITS SUBSIDIARIES FOR PUNITIVE, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING LOSS OF FUTURE PROFITS, REVENUE OR INCOME, DIMINUTION IN VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) ARISING IN ANY WAY OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT AWARDED BY A COURT OF COMPETENT JURISDICTION IN CONNECTION WITH A THIRD-PARTY CLAIM. Â Section 5.05 Liability for Information Provided. Â No Party shall have any Liability to the other Party in the event that any information exchanged or provided pursuant to this Article V is found to be inaccurate, in the absence of intentional misconduct by the Party providing such information. Â ARTICLE VI CERTAIN OTHER MATTERS Â Section 6.01. Insurance. Â (a) The Company and CB agree that from and after the Effective Date they shall maintain their own insurance policies, except that the Companyâ€™s general liability policy shall cover CB to the extent that they share premises. Â (b) CB shall notify the Company, as promptly as practicable, of any claim made by CB pursuant to this Section 6.01. Â (c) Except as provided in Section 6.01(a), from and after the Effective Date, CB shall not have any rights to or under any of the Policies of the Company. Â (d) This Agreement shall not be considered as an attempted assignment of any policy shared by and between the Company and CB or CB Florida or as a contract of insurance and shall not be construed to waive any right or remedy of the Company in respect of any policy shared by and between the Company and CB or CB Florida. Â Section 6.02. Bulk Sales Laws. Â Each Party hereby waives compliance with the requirements and provisions of the â€œbulk-saleâ€ or â€œbulk-transferâ€ Laws of any jurisdiction that may otherwise be applicable with respect to any of the transactions contemplated in this Agreement. Â Section 6.03. Shared Employees and Premises. Â (a) Reserved. Â 11 Â Â (b) Office and Facilities. Currently both the Company and CB share the same office premises and related facilities. The Company agrees that CB may maintain its presence at the current office location until such time as it is mutually agreed that CB requires its own office and facilities, or the Parties agree on a monthly sub-lease arrangement. Â Section 6.04. Further Actions. Â (a) Except as otherwise provided in this Agreement, the Parties shall use their commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable under applicable Law to execute and deliver the this Agreement, and such other documents and other papers as may be required to carry out the provisions of this Agreement and to consummate and make effective the transactions contemplated by this Agreement (the â€œTransaction Documentsâ€). Â (b) From time to time after the Effective Time, without additional consideration, each Party shall execute and deliver such further instruments and take such other action as may be necessary or is reasonably requested by the other Party to make effective the transactions contemplated by this Agreement and the other Transaction Documents. Without limiting the foregoing, upon reasonable request of a Party, the other Party shall execute, acknowledge and deliver all such further assurances, deeds, assignments, consequences, powers of attorney and other instruments and papers as may be required for the transfer of direct or indirect ownership of the applicable Transferred Assets, as contemplated by this Agreement. Â ARTICLE VII REPRESENTATIONS AND WARRANTIES Â Section 7.01 Mutual Representations. Â Each party hereto represents and warrants to the other that (i) it is duly authorized to enter into and perform this Agreement and has duly executed and delivered this Agreement, (ii) the execution, delivery and performance of its obligations under this Agreement will not conflict with or result in a breach of or default under or a violation of its or its subsidiariesâ€™ organizational documents, any material contract to which it is a party or by which any of its assets or subsidiaries are bound or any order, judgment, decree, permit, statute, law, rule or regulation to which it or any of its subsidiaries is subject, and (iii) this Agreement constitutes its valid and binding obligation, enforceable in accordance with its terms, subject to (A) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement generally of creditorsâ€™ rights and remedies, (B) general principles of equity (regardless of whether considered in a proceeding at law or in equity), including the discretion of any court of competent jurisdiction in granting specific performance or other equitable relief, and (C) an implied duty to take action and make determinations on a reasonable basis and in good faith. Â Section 7.02 Company Representations and Warranties. Â The Company represents and warrants to CB that (i) the assets and intellectual property of CB Florida include all tangible and intangible assets currently used in and necessary to conduct the CB Business as conducted by the Company and CB Florida immediately prior to the Effective Time (the â€œCB Assetsâ€), including those assets accounted for in CB Floridaâ€™s audited balance sheet for the year ended December 31, 2023 (the â€œBalance Sheetâ€) as included in the IPO Registration Statement, and none of such CB Assets are owned by any other person, and (ii) the liabilities of CB Florida only consist of the liabilities exclusively related to the CB Business (the â€œCB Liabilitiesâ€) and such liabilities are all accounted for in the Balance Sheet and will be repaid in the normal course of business of CB. From and after the date of the Balance Sheet, CB Florida has not incurred any liabilities not in the ordinary course of the CB Business or unrelated to the CB Business. The IPO Registration Statement shall include all material changes in the CB Assets or CB Liabilities since the date of the Balance Sheet through the date of the prospectus included therein. Â 12 Â Â ARTICLE VIII TAX MATTERS Â Section 8.01. Tax Indemnification. Â The Company shall be liable for, and shall indemnify and hold CB harmless from and against, any liability for taxes on the Company or imposed with respect to the income, receipts, property, profits, wages, capital, net worth, employees or operations of the Company attributable to any period prior to the Effective Time (the â€œPre-Separation Tax Periodâ€) (including, for the avoidance of doubt, any withholding taxes imposed on payments made by CB to the Company) (the â€œCompany Taxesâ€). CB shall be liable for, and shall indemnify and hold harmless the Company from and against, any liability for taxes imposed on CB or imposed with respect to the income, receipts, property, profits, wages, capital, net worth, employees or operations of CB attributable to any period after the Separation, inclusive of the date of the Effective Time (the â€œPost-Separation Tax Periodâ€) (including, for the avoidance of doubt, any withholding taxes) (the â€œCB Taxesâ€). Â Section 8.02. Tax Contests. Â Each Party shall promptly notify the other Party in writing upon receipt by such Party or any of its officers or directors of a written communication from any governmental authority responsible for the collection of taxes (a â€œTaxing Authorityâ€) with respect to any pending or threatened audit, claim, dispute, suit, action, proposed assessment or other proceeding (a â€œTax Contestâ€) concerning any taxes for which the other Party may be liable pursuant to this Agreement. In the case of any Tax Contest relating to the Company Taxes that is undertaken against CB, CB shall (i) use reasonable best efforts to keep the Company informed regarding the progress and substantive aspects of such Tax Contest, (ii) offer the Company a reasonable opportunity to comment before submitting to any Taxing Authority any written materials prepared or furnished in connection with such Tax Contest, and allow the Company to participate in any related meeting or telephonic conference with the applicable Taxing Authority and (iii) not settle or otherwise dispose of any item subject to such Tax Contest that could reasonably be expected to adversely affect the Company without obtaining the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. In the case of any Tax Contest relating to CB Taxes that is undertaken against the Company, the Company shall (i) use reasonable best efforts to keep CB informed regarding the progress and substantive aspects of such Tax Contest, (ii) offer CB a reasonable opportunity to comment before submitting to any Taxing Authority any written materials prepared or furnished in connection with such Tax Contest, and allow CB to participate in any related meeting or telephonic conference with the applicable Taxing Authority and (iii) not settle or otherwise dispose of any item subject to such Tax Contest that could reasonably be expected to adversely affect CB without obtaining the prior written consent of CB, which consent shall not be unreasonably withheld, conditioned or delayed. Â Section 8.03. Cooperation. Â The Parties shall cooperate (and cause their respective Affiliates to cooperate) with each other and with each otherâ€™s agents, including accounting firms and legal counsel, in connection with Tax matters relating to the Parties and their Affiliates, including (i) preparation and filing of Tax returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any refund of Taxes, (iii) examinations of Tax returns, and (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed. Such cooperation shall include making all information and documents in their possession relating to the other Party and its Affiliates reasonably available to such other Party. Each Party shall also make available to the other Party, as reasonably requested and available, personnel (including officers, directors, employees and agents of the Parties or their respective Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes. Any information or documents provided under this Section 8.03 shall be kept confidential by the Party receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax returns or in connection with any administrative or judicial proceedings relating to Taxes. In addition, in the event that a Party determines that the provision of any information or documents to the other Party could be commercially detrimental, violates any law or agreement or waive any Privilege, the Parties shall use commercially reasonable efforts to permit each otherâ€™s compliance with its obligations under this Section 8.03 in a manner that avoids any such harm or consequence. Â 13 Â Â ARTICLE IX GENERAL PROVISIONS Â Section 9.01. Termination. Â This Agreement may be terminated and the Separation and the Distribution may be abandoned at any time prior to the Effective Time by and in the sole discretion of the Company; provided, however, that this Agreement and the Separation and the Distribution may not be terminated or abandoned following the effectiveness of the Registration Statement. Â Section 9.02. Survival of Covenants. Â Except as expressly set forth in this Agreement or any other Transaction Document, all covenants and agreements contained in this Agreement and each of the other Transaction Documents shall survive the Distribution and remain in full force and effect in accordance with their applicable terms. Â Section 9.03. Expenses. Â Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be borne by the Party incurring such costs and expenses. Â Section 9.04. Notices. Â All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective parties or delivery by electronic mail transmission (providing confirmation of transmission) to the respective Parties. Any notice sent by electronic mail transmission shall be deemed to have been given and received at the time of confirmation of transmission. However, if such electronic mail transmission is sent after 5:00 pm, Eastern Time, notice shall be deemed to have been given on the next business day. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address or email address for a Party as shall be specified in a notice given in accordance with this Section 9.04: Â (a) if to the Company: Safety Shot, Inc. 1061 E. Indiantown Rd., Suite 110 Jupiter, FL 33477 Email: jboon@drinksafetyshot.com Attention: Jarrett Boon Â (b) if to CB or CB Florida: Caring Brands, Inc. 1061 E. Indiantown Rd., Suite 110 Jupiter, FL 33477 Email: drwilson@caringbrands.com Attention: Glynn Wilson Â with a copy to (which shall not constitute notice): Sichenzia Ross Ference Carmel LLP 1185 Avenue of the Americas, 31st Floor New York, NY 10036 USA Email: amarcus@srfc.law Attention: Arthur Marcus Â 14 Â Â Section 9.05. Public Announcements. Â From and after the Effective Time, the Parties shall consult with each other before issuing, and give each other the opportunity to review and comment upon, that portion of any press release or other public statements that relates to the transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except: (a) as may be required by applicable law or applicable stock exchange regulation, in which case the Party that is so required shall, to the extent legally permissible, consult with the other Party before issuing such press release or making such public statement; (b) for disclosures made that are substantially consistent with disclosure contained in the IPO Registration Statement or related prospectus or any press release or public statement previously issued with the prior written consent of the other Party; or (c) as may pertain to disputes between CB, on one hand, and the Company on the other hand. Â Section 9.06. Severability. Â If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under any applicable law, then such contravention or invalidity shall not invalidate the entire Agreement. Such provision shall be deemed to be modified to the extent necessary to render it legal, valid and enforceable, and if no such modification shall render it legal, valid and enforceable, then this Agreement shall be construed as if not containing the provision held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. Â Section 9.07. Entire Agreement; Construction. Â This Agreement constitutes the entire agreement of the Parties and their Affiliates (as defined below) with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof and thereof, including, but not limited to, the Original Agreement. Â Section 9.08. Assignment. Â This Agreement may not be assigned by a Party without the consent of the other Party; provided that a Party may assign this Agreement or any of its rights and obligations hereunder to an entity that controls, is controlled by, or is under common control with such Party (an â€œAffiliateâ€) without the consent of the other Party provided that (a) no such assignment shall relieve the assignor of any of its obligations hereunder and (b) such rights shall be assigned back to the assigning Party if such Affiliate ceases to be an Affiliate of the assigning Party; provided, however, that this Agreement may not be assigned following the pricing of the CB IPO. Any attempted assignment that is not in accordance with this Section 9.08 shall be null and void. Â Section 9.09. Amendment. Â This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, each Party that expressly references the Section of this Agreement to be amended or (b) by a waiver in accordance with Section 9.10. Â 15 Â Â Section 9.10. Waiver. Â Any Party may (a) extend the time for the performance of any of the obligations or other acts of the other Party; (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant to this Agreement; or (c) waive compliance with any of the agreements of the other Party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Notwithstanding the foregoing, no failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. Any waiver of any term or condition hereof shall not be construed as a waiver of any subsequent breach or as a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. Â Section 9.11. Specific Performance. Â The Parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Each Party agrees that, in the event of any breach or threatened breach by the other Party of any obligation contained in this Agreement, the non-breaching Party shall be entitled to (a) an order of specific performance to enforce the observance and performance of such obligation and (b) an injunction restraining such breach or threatened breach. Each Party further agrees that the non-breaching Party shall not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 9.11, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. Â Section 9.12. Governing Law. Â This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any applicable principles of conflict of laws that would cause the laws of another state to otherwise govern this Agreement. Â Section 9.13. Waiver of Jury Trial. Â EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION AMONG THE PARTIES DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THAT FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.13. Â Section 9.14. No Duplication; No Double Recovery. Â Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of or resulting from the same facts and circumstances (including with respect to the rights, entitlements, obligations and recoveries that may arise out of Article IV). Â Section 9.15. Mutual Drafting. Â The Parties have participated jointly in the negotiation and drafting of this Agreement with the assistance of counsel and other advisors and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement or interim drafts of this Agreement. Â Section 9.16. Counterparts. Â This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Â 16 Â Â IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first written above by its respective officers thereunto duly authorized. Â Â SAFETY SHOT, INC. (Delaware Corporation) Â Â Â Â By: /s/ Jarrett Boon Â Name: Jarrett Boon Â Title: Chief Executive Officer Â Â Â Â CARING BRANDS, INC (Nevada Corporation) Â Â Â Â By: /s/ Glynn Wilson Â Name: Glynn Wilson Â Title: Chief Executive Officer Â Â CARING BRANDS, INC (Florida Corporation) Â Â Â Â By: /s/ Â Name: Â Â Title: Chief Executive Officer Â Â Shareholder Representative Â Â Â Â By: /s/ Brian S. John Â Name: Brian S. John Â [Signature Page to Stock Exchange Agreement] Â 17 Â Â SCHEDULE I CB Florida Shareholders Â Name Â Number of Shares Â EX-10.39 13 ex10-39.htm Â Exhibit 10.39 Â SAFETY SHOT, INC. CONSULTING AGREEMENT Â September 23, 2024 Â VIA MAIL Â Mr. Joel Schur Core 4 Capital Corp. sjoelschur@gmail.com Â Dear Mr. Schur: Â Safety Shot, Inc. (the â€œCompanyâ€) wishes to obtain the services of Core 4 Capital Corp., a New York corporation (â€œConsultantâ€, or â€œyouâ€) as a consultant. You and the Company agree with each other that this agreement (the â€œAgreementâ€) contains the terms and conditions relating to the services that you are to provide and the consideration therefor. Â 1. Duties. You agree to diligently perform the services reasonably requested by the Company, including the duties and tasks described on Exhibit A attached hereto (the â€œServicesâ€) as directed by the Chief Executive Officer and Chairman of the Board of the Company. Â 2. Term. This Agreement is for a six (6) month term commencing on October 1, 2024 (the â€œEffective Dateâ€) and ending on March 31, 2025 (the â€œTermâ€). Either you or the Company may terminate this Agreement at any time for any reason or no reason, by providing thirty (30) days written notice. The partes intend to renew this Agreement for an additional six (6) month term at the end of the Term subject to further discussion and agreement amongst the Parties and approval by Companyâ€™s Compensation Committee. Notwithstanding the foregoing, the provisions of Sections 3-12 shall survive any termination of this Agreement. Â 3. Consideration. As full and exclusive consideration for all Services to be rendered and performed under this Agreement, you will receive the consideration specified on Exhibit A. Â 4. Expenses. You shall be reimbursed for all reasonable out-of-pocket business expenses incurred on behalf of the Company provided that the expenses are approved in advance by your supervisor, and you submit itemized expense reports in accordance with the Companyâ€™s procedures for reimbursable business expenses. Â 1 Â 5. Ownership of Intellectual Property. Â a. Work For Hire: Subject to the terms set forth in Section 5(b), Consultant agrees and acknowledges that all Services provided for and on behalf of the Company, including, without limitation, all ideas, themes, promotional, advertising, work product, releases, marketing materials, designs, and all other materials developed, created and/or provided by Consultant in the furtherance of Services performed on behalf of the Company under this Agreement (collectively, the â€œWorksâ€) shall constitute â€œworks made for hire,â€ and that all right, title, and interest in and to the Works, and any and all derivative works made, or which possibly could be made, therefrom shall solely and exclusively be owned by the Company in perpetuity and throughout the world. In furtherance thereof, except as otherwise set forth in Section 5(b), Consultant shall neither have, nor lay claim to any right, title, or interest in and to any Works created hereunder. Without limiting the foregoing, the Company shall have the unrestricted, perpetual, and worldwide right, but not the obligation, to use, distribute, sell, copy, reproduce, and exploit the Works, and all material contained therein, by any method and by any medium, now known or hereafter created; provided, however, this Section 5(a) shall not apply to any Consultant Intellectual Property (as defined herein). Â b. Consultant Intellectual Property: Notwithstanding the terms set forth in Section 5(a), the Company acknowledges that the Services delivered by Consultant under this Agreement may utilize, incorporate, or otherwise make use of the general know-how, intellectual property, improvements, ideas, inventions, processes, techniques, discoveries, programs, designs, technology, tools, software, documentation, information, trade secrets, business interests, proprietary information, and other materials developed, created or otherwise used by Advisor: (i) prior to the Effective Date, (ii) that are independently developed, created or otherwise used by Consultant outside of the Services contemplated by this Agreement, and/or (iii) that are otherwise not exclusively related to Consultantâ€™s performance of Services on behalf of the Company under this Agreement (collectively, the â€œConsultant Intellectual Propertyâ€). All right, title and interest in and to all Consultant Intellectual Property shall be the sole and exclusive property of Consultant and shall vest and/or continue to vest in Consultant, regardless of whether such Consultant Intellectual Property is used in connection with Consultantâ€™s performance of Services under this Agreement. Consultant shall be and remain the sole owner and/or licensee of the Consultant Intellectual Property; provided, during the Term of this Agreement and thereafter, Consultant hereby grants to the Company a non-exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit all patent, copyright, moral rights, mask works, trade secrets and other intellectual property rights relating to the Consultant Intellectual Property, solely as used in the Works in order for the Company to maintain, update, or otherwise use the Works for its intended purpose. Consultant does not grant to the Company any other license to use, execute, reproduce, display, perform, distribute copies of, or prepare derivative works of the Consultant Intellectual Property and does not authorize any other person or entity to do any or all of the foregoing in connection with the Companyâ€™s use of the Works. Nothing herein shall in any way limit Consultant from using the Consultant Intellectual Property in connection with the provision of services to third parties. Â 2 Â Â 6. Independent Contractor; No Agency. It is agreed that your Services are made available to the Company on the basis that that your relationship with the Company is solely that of an independent consultant or contractor. Accordingly, none of your employees will be eligible for any employee benefits, nor will the Company make any deduction from your fees for taxes, insurance, bonds or any other subscription of any kind. You are not an agent of the Company and do not have the authority to bind the Company, nor will you hold yourself out to third parties as having the authority to bind the Company. Â 7. Confidential Information: For purposes of this Agreement, the term â€œConfidential Informationâ€ shall mean certain valuable information, including without limitation customer information, business plans, marketing, sales and other related information, specifications, drawings, sketches, models, samples, data, financial information, contracts, vendors, employees, officers, directors, shareholders, notes, computer programs, documentation, and other technical and business information, in written, oral, graphic or other tangible form which is disclosed to you in written, graphic, recorded, photographic or any machine readable form or which is orally conveyed to you. You covenant and agree that you will use Confidential Information only for the purposes of your work for the Company and shall not disclose any Confidential Information to any person or persons outside of the Company. You further agree to store and maintain all Confidential Information in a secure place. On the termination of this Agreement, you shall in your discretion either deliver all records, data, information, and any other documents produced or acquired during the performance of this Agreement and all copies thereof to Company or destroy them. Such material shall at all times remain the exclusive property of Company, unless otherwise agreed in writing. Upon termination, you agree to make no further use of any Confidential Information. Â It is expressly understood that you shall not be liable for disclosure of any Confidential Information if the same: (a) was in the public domain at the time it was disclosed to you; (b) is disclosed with the prior written approval of Company; (c) becomes known to you from a source other than the Company without breach of this Agreement by you; or (d) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body. Â 8. Representations and Warranties. Each Party hereby represents, warrants and covenants that such Party is free to enter into this Agreement and perform its respective duties and obligations hereunder. Each Party further represents and warrants that such Partyâ€™s execution, delivery and performance of this Agreement will not result in any default under, conflict with, or constitute a breach of any agreement entered into between such Party and a third party, or violate any law, rule, order, writ, judgment, regulation, award, injunction, or decree binding on or affecting such Party. Â 3 Â Â 9. Indemnification. Â a.Indemnification by Advisor: Consultant agrees to indemnify, defend, and hold harmless the Company and the Companyâ€™s employees, agents, representatives, principals, parents, subsidiaries, affiliates, directors, and officers harmless from and against any and all third party claims, actions, liabilities, damages, and out of pocket fees, costs and expenses (including, without limitation, attorneyâ€™s fees and costs)(each, a â€œClaimâ€) to the extent that such Claim arises out of or relates to Consultantâ€™s breach of any of Consultantâ€™s representations, warranties, covenants or agreements set forth in this Agreement; provided, however, that in no event shall Consultant be required to indemnify the Company in the event that such Claim is the result of the Company and/or the Companyâ€™s designeesâ€™ or other representativesâ€™ willful misconduct, or failure to comply with the terms of any agreement or contract entered into by the Company with any third party. Â b.Indemnification by The Company: The Company agrees to indemnify, defend, and hold harmless Consultant and Consultantâ€™s employees, agents, representatives, principals, parents, subsidiaries, affiliates, directors and officers from and against any and all third party Claims to the extent that such Claim arises out of or relates to: (i) the infringement, misappropriation or violation of a third partyâ€™s intellectual property rights, to the extent that the infringing materials were: (a) not provided by Consultant, or (b) provided by Consultant, but used in a manner not intended or directed by Consultant; (ii) breach of any of the Companyâ€™s representations, warranties, covenants or agreements set forth in this Agreement; (iii) any Claims arising due to use of any of the Companyâ€™s products or services; or (iv) any violation of law by the Company or the Companyâ€™s representatives. For the avoidance of doubt, the absence of insurance shall not diminish the Companyâ€™s obligations hereunder. Â 10. Relationship of the Parties. The Company hereby engages Consultant strictly as an independent contractor for the purpose of providing the Services. As an independent contractor, Consultant is free to provide similar services to other entities and/or individuals not affiliated with the Company during the Term, and the provision of such services shall not be considered a breach of this Agreement. Consultant shall coordinate the furnishing of the Services pursuant to this Agreement with the Company in such a way as to generally conform to the requests and/or needs of the Company, but the method of performance, time of performance, place of performance, hours utilized in such performance, and other details regarding the manner of performance of Consultantâ€™s Services hereunder shall be within the sole control and discretion of Consultant . Â 11. Dispute Resolution. It is agreed that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be exclusively governed by Florida law without reference to conflict of law provisions. The parties further agree to submit to personal jurisdiction in the courts of the State of Florida, County of Palm Beach as such courts shall serve as the exclusive venue for all dispute resolution. The prevailing party in any suit, action or proceeding arising out of or relating in any way to this Agreement shall be entitled to receive as part of the judgment its reasonable attorneysâ€™ fees, costs and expenses (including reasonable attorneyâ€™s fees) incurred in connection with such suit, action or proceeding. Â 4 Â Â 12. Miscellaneous. Â (a) Section headings set forth in this Agreement are employed in this Agreement for reference purposes only and shall not affect the interpretation or meaning of this Agreement. Any notice or report required or permitted to be given under this Agreement shall be deemed given if delivered by email. If to the Company, email to, Jarrett Boon at jschur@drinksafetyshot.com and Scott Barlow, the Companyâ€™s General Counsel at scott@barlowlegal.net. Â (b) This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter contained herein. This Agreement may not be amended in any respect other than by a written instrument signed by both parties. Â (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Â (d) If any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision hereof. Â (e) The Consultant shall not assign this Agreement or delegate any obligation hereunder without the prior written consent of the Company. Â (f) The failure by either party to insist upon strict performance of any of the obligations set forth in any provision of this Agreement on any occasion shall not be deemed a waiver of such partyâ€™s rights under that or any other provision hereof. Â If this Agreement as written is satisfactory to, it is requested that you execute and return the original and one copy to us, retaining the third copy for your file. Â Â Very truly yours, Â Â Â Â SAFETY SHOT, INC. Â Â Â Â By: /s/ Jarrett Boon Â Name: Â Title: Â Â Dated: Â 5 Â AGREED TO AND ACCEPTED: Â Â Â Â CORE 4 CAPITAL CORP. Â Â Â Â By: /s/ Joel Schur Â Name: Joel Schur Â Title: President Â Date: September __, 2024 Â Â 6 Â Â EXHIBIT A Â Scope of Work: Â Company hereby engages Core 4, and Core 4 accepts the Companyâ€™s engagement to provide the Company with the Services as directed and at the discretion of Companyâ€™s Chairman and CEO in all areas of finance and corporate strategy. Â Â Â Consideration: Â In exchange for Core 4â€™s agreement to perform the Services, Core 4 shall receive 1,250,000 shares of Safety Shot restricted stock (the â€œSharesâ€). The Shares shall vest in equal quarterly installments such that 625,000 shares shall vest on December 31, 2024, and 625,000 shares shall vest on March 31, 2025. The Services provided hereunder include the advice and guidance provided to the Company during the 3-day strategy session with the Companyâ€™s key management team held in Greenwich, Connecticut from August 8 to August 10, 2024. Â 7 Â EX-10.44 14 ex10-44.htm Â Exhibit 10.44 Â EX-10.45 15 ex10-45.htm Â Exhibit 10.45 Â EX-10.46 16 ex10-46.htm Â Exhibit 10.46 Â EX-10.47 17 ex10-47.htm Â Exhibit 10.47 Â EX-23.1 18 ex23-1.htm Â Exhibit 23.1 Â Â CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM Â We consent to the inclusion in the foregoing Form S-1 Regulation Statement of our report April 1, 2024, relating to our audit the financial statements of Safety Shot, Inc. (formerly known as Jupiter Wellness, Inc.) as of December 31, 2023 and 2022 and for the periods then ended, and the reference to our firm under the caption â€œExpertsâ€ in the Offering Statement. Â Â Â Â /s/ M&K CPAS, PLLC Â Â The Woodlands, Texas Â Â February 4, 2025 Â Â Â Â Â Â EX-FILING FEES 19 ex107.htm Â Exhibit 107 Â Calculation of Filing Fee Tables Â S-1 (Form Type) Â Safety Shot, Inc. (Exact Name of Registrant as Specified in its Charter) Â Table 1: Newly Registered and Carry Forward Securities Â Â Â Security TypeÂ Security Class TitleÂ Fee Calculation or Carry Forward RuleÂ Â Amount RegisteredÂ Â Proposed Maximum Offering Price

Per UnitÂ Â Maximum Aggregate Offering PriceÂ Â Fee RateÂ Â Amount of Registration Fee(1)Â Â Carry Forward Form TypeÂ Â Carry Forward File NumberÂ Â Carry Forward Initial effective dateÂ Â Filing Fee Previously Paid In Connection with Unsold Securities to be Carried ForwardÂ Newly Registered Securities Fees to Be PaidÂ EquityÂ Common Stock, par value $0.001 per share (â€œCommon Stockâ€), underlying the Secured Convertible Biggar NoteÂ Â -Â Â Â 6,576,462Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â EquityÂ Common Stock underlying the Convertible Biggar NoteÂ Â -Â Â Â 10,048,413Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â EquityÂ Common Stock underlying the Biggar Warrants, at an exercise price of $0.4348 per shareÂ Â 457(o)Â Â 5,332,889Â Â Â (2)Â $2,318,740.14Â Â $0.00015310Â Â $355.00Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â EquityÂ Common Stock issued to Intracoastal Capital pursuant to the Intracoastal Settlement AgreementÂ Â -Â Â 1,927,640Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Fees Previously PaidÂ -Â -Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â Â Â Â Â Â Â Â Â Â Carry Forward Securities Carry Forward SecuritiesÂ -Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Total Offering AmountsÂ Â Â Â Â Â Â Â Â Â Â Â Â $355.00Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Total Fees Previously PaidÂ Â Â Â Â Â Â Â Â Â Â Â Â $0Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Total Fee OffsetsÂ Â Â Â Â Â Â Â Â Â Â Â Â $0Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Net Fee DueÂ Â Â Â Â Â Â Â Â Â Â Â Â $355.00Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â (1)Rounded up to the nearest cent. (2)The price per share used to obtain the maximum offering amount of such Common Stock for the purposes of calculating the registration fee was $0.4348, the exercise price of Biggar Warrants. Â Â Â GRAPHIC 20 ex10-33_001.jpg begin 644 ex10-33_001.jpg M_]C_X 02D9)1@ ! 0$ 9 !D #_VP!# $! 0$! 0$! 0$! 0$! 0$! M 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0'_ MVP!# 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! M 0$! 0$! 0$! 0$! 0$! 0$! 0'_P 1" 3Y X0# 2(A$! Q$!_\0 M'P 04! 0$! 0$ $" P0%!@<("0H+_\0 M1 @$# P($ P4% M! 0 %] 0(# 01!1(A,4$&$U%A!R)Q%#*!D:$((T*QP152T? D,V)R@@D*

M%A<8&1HE)B7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-76U]C9VN'BX^3EYN?HZ>KQ\O/T]?;W^/GZ_\0 'P$ P$! 0$! M 0$! 0 $" P0%!@<("0H+_\0 M1$ @$"! 0 0)W $ M Q$$!2$Q!A)!40=A<1,B,H$(%$*1'!'"2,S4O 58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-$149'2$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.$ MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H # ,! (1 Q$ /P#^_+SA_=_\ M>7_&G*^XXVVVX)SD'H1Z?6F^8G]QO^^1_C2HISNXVD,1ZX8AAD8P,#T)H 42 MOMQW(SD=@<\=>H(_7O4E,9<@@ Y!ST[Y/(&1D9Z5 54]>>Y/4DCD\]* M&O)M.,9X!Z@=21W^E*CA\\8QCN#P?I]#Q_C3L]0#^%,>,(0,?*2,_7&*^ M %1,>8 [@]<^GT^OM3/.']W_QY*?:>S*F/E//]T#H/7Z.4$J]Y4Z4\!]-@]@ MP\\YQ_XG?U\W']?P*?.%1,>8 ME'FZ6D?:%@[' X%K6^F.PH7<&7(..BXJ]^A 'Z8Z8@Z\ #KN'(,'A4H_S E\/B4']]H6V'E&TXJE-HK3]/[&!U^6[U?!G3^\G&^_\]D^(8OU!<[U:IEHQ*&N MOU+B@L[??1A8)/+<Z.B8/Q4$<@&X"=,N5K@+IS$CJT^7Z3/J)\'_D>7X2S&5 M[V(SQ*SK[[]$OC'F99]U&A'U/_5,*D^6;!3>NO?(35(4^+*)ZX\0TX7TWH@B MS!3E6$<>5TQS]8OA0)*[E4$0+TD_< MH^!"J]XY,M"ZBS1,,V:E+GGQ3C* MF(8BFOJ/>6BI6:+!#P?SDDS\0K#^F+'NAB6/@I55C@%S[P+EJYMFIDG7*H-D M%*X0[#%LA3(;F5!3/J%Y<]PM7;(XOGQ^HS4^$K/7WX)2KP+@4A]1<(C(P?-]M MK7>+7T2W\]5EG'37ZL7]=@]+VQ&P/60B^8^DQ4%ZM4(N^FQ7T/7]DD^]-J^5 M]Q#^>0DP,;(6I]1P)T>'T/I=)S;Z!2]SDQB&BQR_]6R9(CA[X4&0=M'S*O M@%/FE!A#PZ@UW75<B+N/XC*<\JC,PO'I:PWOX6OW/A+(32L.Z#S]^T_2TKXK(3 M-4R%@<TYXQ4>K\]EO3<V&R#WK?WV#=(=JGZ[QQZ67TV'/B]EC[24_XC;;KN ME0O5E=.I:7]&(\VR]+Z*(!?3N_.+9]=T-ZAG;@B7Y;_<*6AD;)+<%K"/;B> M;5&,_L2+_P;DB:=[,:F!+GT;LU94*ZJ6CM^5:$_,]O6DBI=FBK/ZW.S>E6PI M9T<9X5\Z:D_@BGPV_&*-BW3FF'OJ4)E=D'@%E5OW7G,+[:7G&5F&6A/CG>.,O M<^[O_!^5OK#4YP@MQ%3^=+B63F=-\\[3H.0A[3]VU\6RAD_C^=%MZC.B9EGNLXWO M%WL M9\.-'IV]^0E%N?E<'G8KQ;<#'D3]^.3,F9GNLV,=GRB+;@W*(0<5"[HX[21Z M)%&4S5%+"_%16D/4*9-_9!?:K(S7Y.U[U<%@&!!%W4\%&%;B=X%S4*JJ#9AF M@7*6'_K3Z=X3$/3WL:_4I?,F0YDFZ4V?RYI8:+W:9+*Z^4M=^P=LP='BM8!@A M "2Q_G5#)V2#Q%N='E5F6TQ!N*ZP+-1;\^1BB+;=]B#W2KVA6QFQ5O%CLXA(ZP7 M*,M.]:\FK$6A@:N#V%__V?*R&+./!T'IE[#<<[I!C_E:L.NQKBFDE+>;R3J! MFT&#6$/R-R!&UR/WTY]4'Y2A&[%M]\K]WR9$!Q*:L<BW:;MI?,Q.>SR1I!<?:H; M5?NC;HI&O)8'87-P*75%G+LQ]9%FQ21W1HYA$9T_DKQ3_[:3'LEX;/Q8T:0L0 M;;\CQ8Y!M=#3DUXCT@O-F9FL'1MZV#Q3W1W_9S@TUZU.,U.;KHFXWPZR::&M9P M4(X,<5S/2(*=*K>AS!.U4(>?N2!=^Z#BF+S#Y+:LOO%TM%V=*UL]IR#2K4Z]2 M$SU[>*Q\2*4@8;L_FT@&D=/NP_-.L#2?,E#P3;O'$I#)E&&2[:L<B7E7)>?_?V M=L@!=MFB81Y9JYN%!X.8@G]D57Y/9=/X0:-B2-E1UIW[&&ZT%RM/I@KP]*L[8 M?G*ZDZLMWUK$?ZN6G"N?@)!8:^LI4B??9Q@4U/HQI]O[K6!)7_$>4YXG-J\GP1 M;Q0X3QEW^QZX.>4>;F?91Y4T@)V1)R=.R^8N.0?4;P/_*/B'V!6!8*C1J1 M;Y3,Z%!@CB?7$Q#FPH)&)7VW$EB)=*+G7<(RJP<_@2%S]D*?!)J4T3\N^.5 M?%MW!7P6&@+NDX&NR:WP=M:=W9.1(1?%#X)NQ9?IV4G:=#N&WZ+]U&YL"N:W@ M8'^!=%%XKN:)5+^[IJ!IK*4=4X)FU3ME,!>V_H^5)R2DYNMBKIXQ^5HQA6S[M$@*,GBBLU$&NKB*^#\VLBT#4ZM.XBIH^C3!!,?]YHP^L-)Y+V8HSD`;RR_8J/ M6P(IA3%@V3Y%5<E;^H3\0-@DP%-G?<Z&#[6DS1!JZ+O/"?E^'I9W@YGBC4JP#+ M7P&6SE3^+X-&H3U8B8#6X9E'1M0+>'XG+MQV2@DXE!$P32:%Y)Q:7ZD*UAG; M=I*6J,U6/3G3>8+NO]Z^0>3\_CIM]Y,+5*_ZP9Q"J;+B1=(&M)P]L,R:)(-S\ M*?V'^'5W//8/D"C>4&/S6FG^7"-I>7(J&N&VX0KJ.[-BHKX&F)Q*5?-@V3I@ M&B8?M@NYS\;BD4LEQI50*9ES]?O#*+=_7&=_%FH%5O/Y4B/(^=(BE+LK9S]A M9=<KZ96:J+R@;UE6?O^XYJ?#K_?4&W)4D;T+YLK2+SCCW4VVXE\]2O"X30&9 M_\%79JJ8(%?N2KM_RP*2I(@[C1]$;0O&T6=)R)RJ@J20&NTQ+&;8VW$JPD9+ MF!1,E.C[JO?]*'+<DT/4OD+5:Y7%]K$A:YIT*@I#UWI;FVI?H?W-Q@WG;+WS ML[/;_!@S5$CL]&\'Z@ H#R!JLZ%^N5:N*3(G!4J0Y!7;'M?3W!^B6T3R.@IF/ M%W[Q3^:^0W*8<RPT?+_N$@0@'Q@YIX=@R:F)3GQ/\5%2V/*/\?R[&(J"&'E M 9MGO;U=CEC&(<>X+T!T+B2*:P=_2/%*?+O\QI@G;LAX4$$L7YZ$5V<)Z2%"_ M8<-"X1K`D)EB2!KI?^LW*_"BS?![!XL[D*=T\4T]'#:TIT?]87(;CQ#FT!X^ M-&2DSY<#[&=]2KBG7C+3%%QBHG,*!KR$=MH$>^"_GHVN;[CR`3&,G*&L=MZ@? M5C8/!SDP(Q?*>[DZS4_[X^WXN.%T_A9(<P>:P7J$UJ'C']0]-/B`Q'F[GO?F M"/<)RI?Q[YTI,%'%7)WF@5BNL\/!X$]P\$^/72@C];JO<R%_U&"S!4V%"`Z-W M7+[-]%O(Q9AS<^:-2'M;((NYS.P\XUIW>1^O"[]Q(C$EVS,C.!Z/;Q37$!Z](B M_VT=5/6F<DR;XA,)9-)+8-F&%S9NT*J\E-Z&=L9QS,(IB4;!ZJ?/WS=W%P M?Y)Y1T@]4;]BE^<PW"]S*S<9>Y!*5%#_-%S<TW97<A]!=FZ+4&8(=$[6R[MFS^AJ.]2NI<,FG;=BBO5)>QX\=:"6O^;=Q5E^E9?Z+S]=FS&5G)#FE+1C^%C M!(K3OOJUI?<`G?E6@B/8.C=24/.]>\E]4Y[YQ<6$=)4_@*S]I5&Y=(-6U<4R+ M6"?M^@-5(^'DE,5@YC4*(F^'3^0>J5LZ$M!5'/'3#A/O_BA(5;\UY:X^6`'Q M;<L7<7LZYZ:QB@1(P'V$%O(AFI$Y%.X_4I]VXC2"A%CJ^_OQ+VNS<&HM5*PH M&U5B9(*<LN,4XY`PVCV4Z<@9D.\JP6^L)"BA*Z`]B,-/F6T=\BFF%:;F"7V+#ST M+=C_AQ+X;Z`0M>I5AOD=[FNOE$P6BA*`3!LS$G,3!>_^1MUI$:FDD])AGX&$R7 M&\4L$:_L9%<+6S?X>QC:Z4YDE[A[GE,U9>:S;%!FQPPP/2@:A2-^HQ)0%4F`; M5M*SW-,<!*!+%7#/1[.R!O:V+?`P*"NJGN=DG;;Z]Z-I)UPQ_O.:TP(IMEP-K M,;Q1AP'Q?XW00Y8[!VR>5@"[C]7E=B&B6]@[G/;5[U]>I.TWZ9&&JB^,/UZE MO]4[+W-%^:W:6KZ`1F_UFD%S3\B3#'Q3N5[20SH7&#YW0!;*=<S9UP.7X@NQ&\ M;^&)U8`*?PJJDZHXV_!:OEP8'-ZG&=/O(LW!6\#6&E5^P?KC4#0Z>/:2>\F/L8 M=6PB]%VN1E%NQZ2?(7RM<;9(]S6,-5I@B[CN6B+L(2OVJ7<R$GJ]P)+TRGGNC MC+X?$>!V!`06M%?3JX2\-+%'&H#IG4#6&%N9T$,QQ@1(<JQ[5\$PM:84)$FL? MQ&F>AO;$\VU_?N3J=4OBJ<TNS:B'H[P7_7%9BCV?O$E#5R>T2U;)Q$5WZ&6I.* M.-2@+[YGC^(Z9Y6.;V%GP+<@Z'<`?4-I:38/<Q&C"RW]33KN7#>TSAU<6]Q%K M:1?IW&%NQT%C*<K5NRS@*;ES=)NK7_8[&AHZH>1W"VWQG.KHSW>P+1JHHG0)>J M9[V=TK2'`<R@T*I[HG_[/C'Y;<>EHQIM/-?T_$K#HK[+:_BW\3U(;^S4*"L"J M=Y2UBS.Q85:J_20Q4$#T4P4^:FC`?\G@UGH>#<Q2(N#J=9%X#N2>F'0E`C,=5 M;ML8%L^HH'#?5?"D,_7M?=*%IFC3N!U?*I=Z?P]X!@C/.F60\;!<_7%U5S#8:A?; M3,&9%?(]L<=G]Z#"$)?W2JKCR3#^K@Z6'\0#8=Z"=)^$J/VCD2U7?C+G!?1<9 M=8\P8@+#A+)QRI/PF?:[N!\8@Q5BW1$6+!P0IY6?0D4\0@]T_X)5-!\A,SX:B M>R%'T)EVDC^"^Z-HK-JEZ7:<<7O=2H%7\AM+9V#E3_N^LN"/$G2`AG@E&-_\K M&?\'G,'J-]W:\AMF=2M^9O5LJ9YG8Q`@'M-P$1X?\]EP\ZB\4.^1H#[!1P^N8 MGIXJ+(&K`1)Z:>^=A4Q_;@N>!I]OS`NLE[_OI&'$4J5;`FK'S:Z`WU/N^-$9E M4UF`H_0?\^8]5&<FJ2(@P;K%LRX&*3ZFY0OE'Y>1=_;&RSP2&X)WKQ=<@,5E4+ M.NUIYEX<*K.3UF@B`W-%;+_=U<U>G#1X?CX1=CWC5K]<'4%S\`:#?1/6<8%Y/K M8[(S9G2N9*!Q&6@C+VZ&$P]';A!@RP?HQ3R1BV`M*7?$/%4@VKH<[XZ"[3/`Z M$/W2K2HA3RP4%N?FL2_71AV'7[XU7;V\5GK^XK%]D)RM20"Q__7H+:[J!V]*@ M^NV6SR3^>UR0(^B_\SO'.!.`DI'-F5@:B5B.E?;]%J>ML*B9:`HTL(B)VV[3FC M+3_-]4$@UK&HRR,WHOJ#P0YP6]%LC]`R!=F;I_Y&]+Y[E$H@JZQL<9C)^^V#*! MFI3/+&7KNF5?9%0&33TI?1V&N-X&7<"\?1%J^@EV6=/*R^WD>F:"X^%[OQ3*(@ MYT`-7T2AQ6@YE^U8W'/&,02T3?KO!`X=G_2TZ.!WAG[9.G!.G.8[?00E=K5Q%ES M:2M;8RA5=<_6NB6E7"4)@&.1$*9RQ.#L8B-^,3,%^%4K7-%N@G*P-5@W/Q>$G M2M:U?U3(94S"Y@U!AYY>-OT!UBU3<.Y"H=)E[!JN$R/$^B@+BB#0D[:;0M4L*4 M0L3?AB!2G6?02&!'_=VS>TB48B'G@Z(OZ7HA%1R=2KQC2:8/TBZ7EW=-Y^^G3 M65:"]`0X<#@_)Z.NYNK;4)]N`Z`A]J7_G6V8U,(3L/)IK&B9@LA?[9H=NF_O/ M_6_5C]&A]>H7.F/M8\FEHXRY6_CW8%NF&IVW<TTSB<9@WBA_GE0\'1?0%O!6XC M>/]@G[E6/D%%S2>SKAV\S)M=`O7K2QA^5\HLRQVA?"!HR_]HVB4;*B@6^TH8:? M&N4L?HB&D_I)Q<`1YTEIS$3,F>;0L,RA(O)D(*CKVJT[5P;*R;&(P&W:8QX6MR M0F?>L,3?EPQ/+JM:#=W5HT!2QIE'/F%[2[7U]K.PRS7EJ&\>-NGEC\+%L]> MZTF<44W=K%@]-(K2\NO!Q9!R:M[-.:RNV7(Q_^39UPS@(3PNW:1&H:MR%GL2;\ MGP9J!\"5(*A&8Q(RU#QGUB0$TI"G%V-CW_UH^J4!V_?J)!+F#<[$\D5#/F!PW,%ZH M?RV&MCWY\X%%;7!D-%E8>"8?!!EKM)MQ!=C]F_R>-U?$*1LLU,L<86MZKJ_)UP M.X@LS[+N68E(XY1H0EE8V4EV*B7GAZ3)W1U-B<W^[W-T0.U@5D=)/W\%K,@Q M*#>RD]:N*&$Q%QPK]+M3EZW29Q\;ZO9#[JZ@+SUR<?B_CV>>3NC;1Q?`Q$.N<B M+R^V<^0)<PEZ$NT=@H'1DO%W5D7_+^OF3O\&PUR1ZSM^`6D<)=^`5T^TLDNZ; M8`,]P/B2X$!!Q6^X9C>IL+[FV!C#4?JZ9G7Y=6/N7'\2NJ/:VCGV.=I7%DQ%U M-'YFY94KJAC!@DW4HAW)(B<#VGN/`UHSH:B#'4CDQG1K*"S2=<Q;I>`09RO&K$+ M:9]]%,'=]2B<'ZCH^<2$4KB0F7`#:!TH6,?K4S5[\<]\V:\LU=9&'*Y7%DZ?30 M>RZ#*=[;L_P:[4C93CEUBQM07F:@8@$CA>GJ`P^A[U08]BM[AFGL.^KW\=3X#F+ M$`DG40=JJ5J8B&"4WC\/)$_8Q'>D&2Z\Y!&\]%=TXAAW*Y9`1!T7.-]Z/)-)3 M>[&LXT+J^=;`B/K-9X\X\GWAU:C1`2XH$:8UP==P82W*Y0U-2W;\4.\.*<P\ M);.$Z=6!=97:[.H0!!&+NSOVZ!'YZXV$6&,8(<NWX1D?%O^(U9Y]S.+])K1M, M9YW;$1C:6HP^OI,)EH3:I2AN:?^U%EUHX/[)K1B+'^>T#7\+JKJB9=X?+GZTD M9F@[8\N`=]S0E#U)Q@0)T!7_4U;Y5R1W&(B`AR6\FJI@?[ZCW*/G8M.;\R0`7 MX'W$;0\>+VX_S7)-#D4M6L+$?NPNE!PF(BB7DPGPLR33JX95R7]M?4CK;F6+7 M;W$:22ZX*DXLVK!9B1/A_U+Y=UK2L.0KL6OO)_L3I>D?\X6%`R\,<%_IB=@AC M$YWN>87M7PA%VN\@$*GK;WS'OT6+A+6:[I>!IE/%O99*>EV!N@NG+1=K4;=:L' M]SS@N[+$%WTFY!IMP*_]8_(=F%6)#3`*/?8`F9V?^X><^I:OZWV/4!_5-!3Z\<6 M'T>:IHS2:X]!7^$BR,!P1O9BI@N'<V-SE7SCGPZ_;Q[XN_&SX)WUOZ$7_Z_R/G M<%J]_ZH%LE;B4,1>/MO5IOR$=IMH;5#S%\HZU#2G-MO8U@.-U\.9YU`'K9-(V M+B/%4IN#[Y!@?+@M/\`=L>SKRW3<K&)/PK%$\;I*%:"U=%GZ9;\4R.'`C>':8 M<EF"ON\J:@)[=)N^,C^*V\@Y(9>FG3P'8]L>!)C\5MGD3)4FOP@.I*JR(S5>Z M%//<(>JRLA^FP-Q=;'^#;H@`2W@;]?IKO1[;$P1X(X@<W>)#%^4UJAV*WB/4,-0 M0U1^9K\BHPIZ>5$CL0#PZCD\`,GL3SD`S,@@>T!V%*3U=I:*J((LC4J,4S1^?. MO,Q:V:#>'PYUQN'JL,K@A2-UT&`S+:1QAXSA0D46=!"&FSJ,G1L86&,16B4$ M4V1G8A56HQW#B@&K$K*[&3/&[J,5O9&B3%:%19$YBYS8!0?8HS!$03IF"9,X($ M7U;*1&!QT\^*KO8FLL1^9[-]1)[E.^MF"=^3EUQJ>/*!?%ZFX;.S_(*:%$'@S M)1P8D>S>B'KTNE=<$U8&H3?I,P:J1T/SBN*;*6P,QFYB^C=ZCJ0+C?:?=PW?Q% M]HKO+0X.2AVS=X^WTT+G'@,;K9&O>-MMR[E/AOIW/_+4MA`FS>RMJ3=$6?O>OY M!A\VO(LC=PC/OPM[$FE>8?]O5C\./5SK#K`2NHL=)0*D#F?*?;[)>X_X/34A@ M@Y:'A:73-Y5EBBN?C8%`J<U[O`(!1;/B,SM[<+EWM!CU'*NX@$]9T8,<,;\<Z=@ M%;!IN<%M'G,@HB8Z;JSLP"!X`@@MUO'VQ`[9OQ*?QO>V6`<!M3]7NEV)*[H@P; M=!R>,E6IQQ6@"H>'4=/?(XM/<6ZEF*<.(!NG8;8]>;G]@+0J(IU*]D?KO^J3OVR M2P*Y^%/*D/^>PQ,J/0:HH0TLN%S3#CE9_,-*75U6%C,GG(VXOQ+)T5&5;2QY\ M%6P?>H(M&&\)>$9<.W?3T,_EG)9#+$?\CT8*^/*#W^S3;T*VSW7V-8NS0Q_N@ MCNN\&B5<3YB,8<^F/[!OG,+:X]O%<'"_\$;Y'7D50)%*9MK1O/6PKN,`@+3#@? M'73?G]PNR\P^2&O9`$2BGQ<\@?+6[H7V?5/=P]W5+1.C^Y$S1U0)2=8I#W/J< M^7IO^MXBS08^IPU1#4D5+!3!W$1SP<^"C9?>FQ@&0X;U8U\O8/%'-^O\5%9"\ M;R\#<\(J7T6U^DO8V$XR&O2*/;AUXO'IN=0VFW;:KDY%6FKM78-1C7W5*_8N* M7@X\:P[7E3^9[P\2!<(ZO#-0>^V.P;8F&*(BT1>@'>R%MSNYPVAXYV:>C@`N# MW1<#R)/M=7=;ON]NY_U'RO$J[&)*F<SLNW#`$-B%=:E6%_EKOK'Q3=.7,Z]K,= M9)WB1[=_]ZV3R[_X]&>4R>L^PTJJ$1&11[2*F2<^;+!P]KE1_;E*0C>!&5$,C1 M3TVIFYW>%_.`8,XUVUQG@K,MJ/2F-NXF'8I]DY'#JI#P(V22XB;(?B6!1IAL; M[<7\&^-SN/V"[FKXP(Y1QX4?'&L8U.EOT`Q]4`!J(-4PJO@P7*2U\X=L\2OH`H M`3UB(KV;-6YFH?.-91CJ+3R\L2;:8+EY>C%1#\'+;UIX%*[Q,7QQ0JW`^@4;1 M$3C;S7*@,T4F"79EPF4JD7"G0T]F"X*Q%]\>WE1.%TA]^!S\\7ZEZ$0'T_-B] MEJ2?'F`QTS-`/^7XIC.CVWW;W&\#\(HZ-`5I/1]4>L_D\MJK_R`EV,06!TVZ/X M=KEQ\#OXS^M^P\&X=9$Q67N8=QV`LD\GNG/OX#VV]D3/&[=!_M?YTK/5>;$L M!+6`=7;O=25U<BXD[T5YY\XOB4*[*HEY`FM3+-*33IP0Z+.^QHEFL/F>D7K`V% MG=]NX75^(2`JQ=EI.8A:>&<#KA6C<#7O\C-.#KB`=1TYL5U02'X^FW!T,7J&)? M5Y+?,K3N\9GPO/\Y99W'(HH_OI`6.W&_8D/\E<+ZFZA8_A9_D_6O0#"XX"%N=F M!OMQZB&T+@5R"+\(2[:F*TK%&@/5W[_=XJ:=A!O4Q:MFHJ1Q&_8S-IHP*Z]YK M0NJC.7W_#X.1"9E!2\^6^RZ(*:8VE==R@^[U$G=X3V?Q%NT6>\G;+?[<Q<S4@ M

HHHH **** "BBB@ HHHH *** M* "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH M **** "BBB@ HHHH **** "BBB@ HHHH ****
"BBB@ HHHH **** "BBB@ MHHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "B MBB@ HHHH **** "BBB@ HHHH **** "BBB@
HHHH **** "BBB@ HHHH *** M* "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH M **** "BBB@ HHHH **** "BBB@ HHHH ****
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"BBB@ HHHH **** "BBB@ MHHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "B MBB@ HHHH **** "BBB@ HHHH **** "BBB@
HHHH **** "BBB@ HHHH *** M* "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH M **** "BBB@ HHHH **** "BBB@ HHHH ****
"BBB@ HHHH **** "BBB@ >HHHH **** "BBB@ HHHH **** "BBB@ HHHH __9 end GRAPHIC 61 ex23-1_001.jpg begin 644 ex23-1_001.jpg M_]C_X 02D9)1@
! 0$ 8 !@ #_VP!# H'!PD'!@H)" D+"PH,#QD0#PX. M#QX6%Q(9)" F)2,@(R(H+3DP*"HV*R(C,D0R-CL]0$!)C!&2T4^2CD_0#W_ MVP!# 0L+"P\-
#QT0$!T]*2,I/3T]/3T]/3T]/3T]/3T]/3T]/3T]/3T] M/3T]/3T]/3T]/3T]/3T]/3T]/3W_P 1" !; = # 2(A$! Q$!_\0 M'P 04! 0$! 0$ $" P0%!@<("0H+_\0 M1 @$#
P($ P4% M! 0 %] 0(# 01!1(A,4$&$U%A!R)Q%#*!D:$((T*QP152T? D,V)R@@D*
M%A<8&1HE)B7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-76U]C9VN'BX^3EYN?HZ>KQ\O/T]?;W^/GZ_\0 'P$ P$!
0$! M 0$! 0 $" P0%!@<("0H+_\0 M1$ @$"! 0#! <%! 0 0)W $" M Q$$!2$Q!A)!40=A<1,B,H$(%$*1H;'!"2,S4O 58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-
$149'2$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.$ MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-
G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H # ,! (1 Q$ /P#V:BBB@ HH MHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB M@ HHHH ****
"BBB@ HHHH ***2@!:*JS:A;P\%]Q]%YJJVISS'%M ?KC-.P M&I44ES#%]^11[9K.-K?W/^M?:#V+8_04^/1E'^LE)]E&*!$KZM;K]W>_T&*@ M?66_@B
WFJTFF6R=4+?[QJ=+>)/NQH/H*-,DZC=R?<4#=3-&[49/^>OY8 MK9I:+@8OV;4'ZF3\7_\ KT?8+T]2?Q>MJBBX6,7^S;OV_P"^Z/[.O!T_]#K:
MHHN%C%^QWR]"_P"$G_UZ/+U%/^>O_?6:VJ*+A8QQ<:A'U5S]4S2C5+A/]9$# M^!%:])1<9GIK$9^_&R_0YJQ'J%M)TE/HW%3-#&_WHT/U%0MI]L_6(#Z<4:
M6 P894@CVI:H_P!EHAS#++&?8T\1WD726.4>CC!_,4@+=%0+<,/];"Z>X^8? MI4JNKC*L"/:@!U%%% !17.ZSXFETS46MHX(W"J"2S$')JA_PFUQ_SZ1?]]&M
MXX:I)72..>/H0DXMZKR.QHKCQXVGW#=:18SSACG%=9!/'65@J("S$]A61T-VU8^BN/?QM-O;9:Q[,_+ MECG%)_PFUQ_SZ1?]]&NGZI5['#_:6'[_(,[&BN=T;Q-
+J>HK;201H&4D%6) M.1715C.G*F[2.FC6A6CS0>@4445!J%%%% !1110 45CZ_KI-7:V$;D?>;<0J_4UTL>_P M M?-V[\<[>E14IRIZ2-:->%97AMZ#Z***S-
@HHJ*>YAM8S)<2I&@[L<4)7$VDK MLEHK N?&.GPDB$2SD=U&!^9K/E\;2D_NK.-1_M.3_*MXX:K+H(K$G_;?
Y1_C41L9I^;FX)'JU!@5B67B^>YN8X#9(]R,%&QR/YBNJK& MI3E3=I'31KTZZ;@RM%86\72,$^K30):(?+<'' MI58^-;KM,0?F:T6%JM7L82S'#Q=K_@SLJ*XO_A-
;O_GWM_U_QIR^-KG^*UA/ MT8BG]4J]A?VEA^_X'945RT/C:,D">T=?4HX/\|5M:?K5EJ7%O,-_78W#?E6< MZ-
2&K1O3Q=&J[1EJ7Z***R.@**Y_6O$_]FW@MX(DE91ERS8VGL*SO^$VN/\ MGTB_[Z-;QPU22ND<<\?0A)Q;U1V-%<=_PFUQ_P_^D7_?1KIM-OX]2L8[B/C<
M,,O]T]Q4U*$Z:O)%T<72K/E@]2W11161TA12$@#). *Q;WQ7I]HQ2-FN''_/ M/I^=5&$INT49U*L*2O-V-NBN/E\;3$_N;2-1_MN3_+%0GQG?9_U5N/\ @)_Q
MK=82KV.1YEAUU_ [:BN*7QI>C[T%N?P(_K6CI?BJ34+R.V-G\SG[R/P!W/2E M+"U(J[14,PH3:BGJ_(Z2FE03G SZTZBN<[0HHHH \T\17/F>(+PY^Z^W\@!5
M2PC^V7\%MG'FN%SZ9JI?77GZA&/WOB2R7T?=^0->W\%/T1\I MR^TKZ]7^I!.'MYY(9!AXV*L/<5U'@O6/G;3IFX.6A)]>X_K^=5/'6FFVO4OX MU_=S_+)CLXZ?
F/Y5R\-V]O/'-$VV2-@RGT(J+*O2]?S-4I8/$>GXH]EKC?&6 MM;I!IT#<+AIB.Y[+_7\]V)_$4,?AD:JN/G3Y%_VSQM_/^5>9R7+2R/)*VYW) M9F/YJO(VR
M5T_NL1^1KMO!FCFRL?MDZXGN!E0>JIV_/K^5<)?MY>H7*?W97'ZFNNG54YRB MMD>95PKITHR>[-;PU<>7XAM.?O,5_,&O2J\BTFY\G6+-
=F3^=>NUQXY>\F M>GE3=R7F(S!5+,0 !DD]JP)O%D3W/V?3K:2[D)P"#@'Z5L7UM]ML9[?<4\U M"NX=LUY_IU[)X9UQA=QA\ HX0@\'N/RJ,/2C--
O5KH;8RO4I2BEI%[LZQM1U MQ$WMI,97^ZLH+4:7XHMM0N!;RQM!.QP QR"?3/K5>;QA%,3'I-I<7DV.R$*/ MKWJIH_AN]FU,:CJFV(^9YOECJS=>
<=!55NHK=O^&,_:U/:15&3DNM[6^^ MR.OHIDDL<*@RR(@/&6(%$ MJL,$?A26'BZCG+4;Q=1452AI;=EGS"S=V9C]2373:-X1GN=LVH[H8NHB'WV^ MOI_.N?
T+6TT?4!/);I,A&#D?,ONI].].L;ZWU&U6XM)!)&W<=CZ'T-1BJLX: M16G;NUT'V]M#:0K%;QK'&O15%2T45Y;=]SWDDE9!1110,R?$&N) MHMH&
#SR9$:'^9]J\^N]1N+^2X M?OSM7\A_C47@+RCHDK)CS#,0_KT&*Z>N;$8B?.XQT2.[!8*E[-3FKMF'_] M"-4_,KW8?"CY*I'WWZGK$&CZ=Y"'[%;\J#_JQZ4R?
PYIZ\=ZG.A6/R+<'NBY/YFO.6'KWW_$]MXO"N",X/O5-)WC=71BKJYQIQ]]GD1HRJS?LH_P# .YTBZ>^TFVN)
M!AY(P6^M,UK5$TG3I+AL%_NQK_>8]*N11)!"D<8"QHH51Z 5YIXIUW^U=3*Q M-FV@RL?HQ[M7ET:7M:GD>]B:[P]'?
WMO^"4I+EYI6DD8L[DLQ/]$WL!O/.#A)Q9]-2]*K!3CU.:\;74UOIL,<1* MQROMD(^G_'^E<-YE>KW=I!?6SP7,8DB?]#7'ZCX#F5F?3KA77M'+P1^(ZUV
MX6O",>66AY688.K4J>TAJC/\.QZ9<7;KJDNW@>6K-M5CWR:[:+1=** QV=NR MGH0H/ZUYW/TJBEU<64F$DFMW] 2AK:I2]J[PF<]"M]77
M+4I_/J>HOX=TJ0V\|BQ:C$+=CQYBG*?CW'ZUS5*%>*WNCNI8G"RDGRV?I^IUU M%("& *D$'D$=Z6N(],*@O9OL]C<2DX\N-F_(5/5#6[6>]T2\MK4J)IHF1=QP
M.>*<=UDBX!_NGL?SKQFZ66RNY;:X7;+$Q1A[BOU".\LIXH)2N MV42 X;'0\=^WY5R82NJ;<9;'?C*ZJ4H;H\^;5)FL4LR_P"X20R*O^T1BMGP
M=HYUS50TJYM+?#R^C'LO^>U6?^%7ZG_S_P!I^3?X5WGA_18M!TB*SC(9Q\TC MX^^YZFNBMB8*%J;U9R8?
S=1.JM$:70<5XUXB;R/$>H1^D['\SG^M>S5YUXC M\":KJ>OW=Y:-;"&9@R[W(/09[5SX.I&$GS,[,PHRJ07*KZG'1W7ERHX.-K__MD:]TC<21]XZ,
:\H/PVUT@C=9_\ ?T_X5ZC8QR0V%O'-CS4B57P.3RL XW'."6/I[5UEAX.TNTM? M+FA%S(PP\DG4_3TJCXE\"0:U_P" Z_\ "6H:3,;SP_<2"/E M%L-
CT]&'L:ETGQ['YOV37(C:SJ=IDVD#/^T.H_E4IO/&THVKINFPG^\TI./U MJI)X(U36[I;CQ#JB$J,!+>,<#TR0/Y&B\9*U9KU6XIKCH/!_B#P]J1
MFT*\MY8VX(E^7(]&&#^8-=KILU]+;_\ $QMHX)AU$2Y%&#]W\ M33"TY*I*=5>_N^1R'Q-DV)IWN9/Y"N"\^O3/''AN^\0K9"P,(\DN6\QB.N,
M8X/I7)_*VUW^]9_]_3_(5U8:M3C22;.+&8:I.LY16G_-[X<6MO/;7-V\2 M-.DNQ7(R5& >/2N@\1>&K?78,Y$5V@_=S ?H?454\$Z!>>'["YAOC$7DEWKY M;$C&
/2NEKBK57[5RBST:%!>P5.:/$=1M;K2KQ[6]C,XJ;1_$-WH MEWYUJ_RG[\;?=<>_^->J:[H%GX@LC!=+AQS'*OWHS[?X5YZ_PUUM9&"2V;*#
MPWF$9'TQ7=3Q-.I&T]#S:N!JTIWI:GH.A>(;/7[7S+5MLJC]Y"Q^9#_4>]:M M>767@3Q-
IUVES9W%K%,AX993^1XY'M7HVFO>O9)_:444=R.&\IBRGW&>GTK@ MK4X1=X.Z/4P]6I)6J1LRW12$X&34)ND9BL(,K#^[T'U-8'2<]XS\.2ZO;)=6 M0S=0
C9_ST7T^OI7F+R-'(R2*R.IPRL,$'W%>Y*KGF0C_=7I6=J_AK3-;&;V MV4RXP)4^5Q^(Z_C79A\5[-&_
MP/O7H&G^/=%O4'FSFUD[K,,#\QQ6#>_"WDFPU(@=EG3/ZC_"LB;X;Z[&?W9M M)1ZK*1_,5O/ZO6U;LSGI1Q>']U*Z^\],CUG390#'J%HP/I,O^-*^KZ=&,O?V
MJ_69?\:\J/P_\0_\^<1_[;+3D^'GB!CS;0+]9A_2LOJ]'^!=8TK6+:^DN+5!$WS(K,Q93P1T]*]# MKFK0A&5H.YU4)U)QO45F>*Z[/C7]1&>ES)_Z$:H_:/>NJU7X?
ZU>:O>7,36G MES3O(NZ0@X))&>*J_P#"MM=_O6?_']/^%>K&O245[QX<\)6/0=*B.4TZU!_ZY U^J4%]E M?<1Q010+B*-(QZ*H%244AS@X&34&FQROCOQ"-
+TX64#XN;H$"5$[G\>GYUY MEY]=9J_@GQ'K&J3WL[V>Z1N%\TX5>P"853'PVUTGE[,>_F"_"O6H2I4H6YE M<\+%4J]>IS,JK
D3%BC)D.>Q)SVY_.N*G^&NMQD^7)9RCVD(_F*QI4Z, MH^]*S.BO5Q$)^Y&Z/3$U6PD&4OK9A[2]?ZU6U#4=$,!%_V>E4O/KJ;7X8:E(0;J]MH5[A
SG^E=5HG@;2]&D6&X9[?P[8QW8(F6(9!ZCT'Y8K4HHKR9/F M;9[L(\L5'L%%1O"K<@LI]5;%0M#=)_JK@-[2*/YBD46]*H-<7T7W[=7'JAIH MU=0<20NHV
T:*I+JMLW4LOU6I5OK9NDR_CQ2L!8HJ-9HF^[(A^C"G@YZ4 + M1110 4444 %%%% !1110 444TNJ_>8#ZF@!U%0M=P+UF3_OJHFU*V7_EIGZ MT 6Z*SVU>
(?=1V_2H7UB0\)$H^IS3L!K4A8*,L0![UD"74+G[H90>X&T5(NE M2RG-Q,?H#G^=%@+4NHVT7_+3:B%Y0GR+]T= MO:F
)>6\APLR$_6I:I:A#;"W9F55?'RD<$FH](:0HX8DQC&W/K0!=EN886VR M2*I(S@U("" 1T-8^K_\ 'TO^Y_6M:+_5)_NB@!](2%4DG ')I:CG_P"/>3_=
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M32?:+M>KS#ZYK?HHHN*Q@?;KD?\M6_$"E_M&Y'_+7]!6Z0#U%)L4_PK^5%P,ASI P_U ?M%3H?0!^+;F8W.J" ? 6=5%B#,Y, ! 4H!X!SG:0[Z\%;U9\:"
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!110 4444 %%%% !1110!D:S_KH_P#=-/ZLQ:?&T2'S M)AEO\G^Z? MY5D>6/5_^^S6E$!_9^.<;#U- RAHW^OD_P!VMBL-847H"/HQI?+'J_\ WV:! M&Q+'YL3H>-
P(K'M9#I]TRSJ0",$_UJ>R0"Z4Y;H>K$UHR1)*NV1 PJQ0 J2) M(N48,/8TZL>\MHH"3$I4^S&JBRR%L&1\?[QHL%SHZ*H:?$JDN,[B,$DDU?I# #/__9 end EX-
101.SCH 62 shot-20240930.xsd XBRL SCHEMA FILE 00000001 - Document - Coverlink:presentationLinklink:calculationLinklink:definitionLink 00000002 -
Statement - Condensed Consolidated Balance Sheetslink:presentationLinklink:calculationLinklink:definitionLink 00000003 - Statement - Condensed
Consolidated Balance Sheets (Parenthetical)link:presentationLinklink:calculationLinklink:definitionLink 00000004 - Statement - Condensed Consolidated
Statements of Operations (Unaudited)link:presentationLinklink:calculationLinklink:definitionLink 00000005 - Statement - Condensed Consolidated
Statements of Changes in Shareholders' Equity (Unaudited)link:presentationLinklink:calculationLinklink:definitionLink 00000006 - Statement -
Condensed Consolidated Statement of Cash Flows (Unaudited)link:presentationLinklink:calculationLinklink:definitionLink 999007 - Disclosure -
Organization and Business Operationslink:presentationLinklink:calculationLinklink:definitionLink 999008 - Disclosure - Significant Accounting
Policieslink:presentationLinklink:calculationLinklink:definitionLink 999009 - Disclosure - Accounts
Receivablelink:presentationLinklink:calculationLinklink:definitionLink 999010 - Disclosure - Prepaid Expenses and
Depositslink:presentationLinklink:calculationLinklink:definitionLink 999011 - Disclosure -
Inventorylink:presentationLinklink:calculationLinklink:definitionLink 999012 - Disclosure - Marketable
Securitieslink:presentationLinklink:calculationLinklink:definitionLink 999013 - Disclosure - Note
Receivablelink:presentationLinklink:calculationLinklink:definitionLink 999014 - Disclosure - Intangible
Assetslink:presentationLinklink:calculationLinklink:definitionLink 999015 - Disclosure - Accrued
Liabilitieslink:presentationLinklink:calculationLinklink:definitionLink 999016 - Disclosure - Convertible Notes Payable - Related
Partieslink:presentationLinklink:calculationLinklink:definitionLink 999017 - Disclosure - Covid-19 SBA
Loanslink:presentationLinklink:calculationLinklink:definitionLink 999018 - Disclosure - Capital
Structurelink:presentationLinklink:calculationLinklink:definitionLink 999019 - Disclosure - Warrants and
Optionslink:presentationLinklink:calculationLinklink:definitionLink 999020 - Disclosure - Commitments and
Contingencieslink:presentationLinklink:calculationLinklink:definitionLink 999021 - Disclosure - Investment in SRM Entertainment,
Inc.link:presentationLinklink:calculationLinklink:definitionLink 999022 - Disclosure - Subsequent
Eventslink:presentationLinklink:calculationLinklink:definitionLink 999023 - Disclosure - Significant Accounting Policies
(Policies)link:presentationLinklink:calculationLinklink:definitionLink 999024 - Disclosure - Significant Accounting Policies
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(Tables)link:presentationLinklink:calculationLinklink:definitionLink 999027 - Disclosure - Capital Structure
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(Tables)link:presentationLinklink:calculationLinklink:definitionLink 999031 - Disclosure - Organization and Business Operations (Details
Narrative)link:presentationLinklink:calculationLinklink:definitionLink 999032 - Disclosure - Schedule of Net Loss Per Common Share
(Details)link:presentationLinklink:calculationLinklink:definitionLink 999033 - Disclosure - Significant Accounting Policies (Details
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(Details Narrative)link:presentationLinklink:calculationLinklink:definitionLink 999055 - Disclosure - Subsequent Events (Details Narrative)link:presentationLinklink:calculationLinklink:definitionLink EX-101.CAL 63 shot-20240930_cal.xml XBRL CALCULATION FILE EX-101.DEF 64 shot-20240930_def.xml XBRL DEFINITION FILE EX-101.LAB 65 shot-20240930_lab.xml XBRL LABEL FILE Entity Addresses, Address Type [Axis] Business Contact [Member] Related and Nonrelated Parties [Axis] Affiliated Entity [Member] Equity Components [Axis] Common Stock [Member] Common Stock Payable [Member] Additional Paid-in Capital [Member] Retained Earnings [Member] Investment, Issuer Affiliation [Axis] Jupiter Wellness Sponsor LLC [Member] Legal Entity [Axis] Chijet [Member] Restricted Common Stock [Member] Yerbae Brands Corp [Member] Award Type [Axis] Finite-Lived Intangible Assets by Major Class [Axis] Patents [Member] Class of Stock [Axis] Warrant [Member] GBB Drink Lab Inc [Member] Debt Instrument [Axis] Convertible Promissory Notes One [Member] Convertible Promissory Notes Two [Member] Convertible Promissory Notes [Member] Amended Note [Member] Warrant One [Member] Warrant Two [Member] SRM Entertainment Inc [Member] 2022 Convertible Notes [Member] Loans Insured or Guaranteed by Government Authorities [Axis] Economic Injury Disaster Loan Program [Member] Collaborative Arrangement and Arrangement Other than Collaborative [Axis] RD Agreement [Member] Consulting Agreement [Member] Common Stock Payable One [Member] Consulting Agreement One [Member] Consulting Agreement Two [Member] Asset Purchase Agreement [Member] Sale of Stock [Axis] Private Investment in Public Equity and IPO [Member] Two Consulting Agreement [Member] Common Stock Payable Two [Member] Promissory Note [Member] IPO [Member] Convertible Note Warrants [Member] Statistical Measurement [Axis] Minimum [Member] Maximum [Member] PIPE Agreement [Member] Common Warrants [Member] One Common Warrant [Member] Two Common Warrants [Member] Investor Relationship Consulting Agreements [Member] Five Employment [Member] Director Agreements [Member] Nine Consulting Agreements [Member] Title and Position [Axis] Officers Director and Employees [Member] PIPE Warrants [Member] Share-Based Payment Arrangement, Option [Member] Award Date [Axis] Scenario One [Member] Scenario Two [Member] Scenario Three [Member] Scenario Four [Member] Scenario Five [Member] Scenario Six [Member] Product and Service [Axis] Services [Member] Class of Warrant or Right [Axis] Lease Contractual Term [Axis] Primary Term One [Member] Renewal Period One [Member] Primary Term Two [Member] Renewal Period Two [Member] Primary Term Three [Member] Renewal Period Three [Member] Primary Term Four [Member] Primary Term Five [Member] Biggar Settlement Agreement [Member] Convertible Biggar Note One [Member] Subsequent Event Type [Axis] Subsequent Event [Member] Convertible Biggar Note Two [Member] Investment, Name [Axis] SRM Entertainment Limited [Member] Business Acquisition [Axis] SRM Entertainment [Member] Entity Addresses [Table] Entity Addresses [Line Items] Document Type Amendment Flag Amendment Description Document Registration Statement Document Annual Report Document Quarterly Report Document Transition Report Document Shell Company Report Document Shell Company Event Date Document Period Start Date Document Period End Date Document Fiscal Period Focus Document Fiscal Year Focus Current Fiscal Year End Date Entity File Number Entity Registrant Name Entity Central Index Key Entity Primary SIC Number Entity Tax Identification Number Entity Incorporation, State or Country Code Entity Address, Address Line One Entity Address, Address Line Two Entity Address, Address Line Three Entity Address, City or Town Entity Address, State or Province Entity Address, Country Entity Address, Postal Zip Code Country Region City Area Code Local Phone Number Extension Written Communications Soliciting Material Pre-commencement Tender Offer Pre-commencement Issuer Tender Offer Title of 12(b) Security No Trading Symbol Flag Trading Symbol Security Exchange Name Title of 12(g) Security Security Reporting Obligation Annual Information Form Audited Annual Financial Statements Entity Well-known Seasoned Issuer Entity Voluntary Filers Entity Current Reporting Status Entity Interactive Data Current Entity Filer Category Entity Small Business Entity Emerging Growth Company Elected Not To Use the Extended Transition Period Document Accounting Standard Other Reporting Standard Item Number Entity Shell Company Entity Public Float Entity Bankruptcy Proceedings, Reporting Current Entity Common Stock, Shares Outstanding Documents Incorporated by Reference [Text Block] Contact Personnel Name Defined Benefit Plan [Table] Defined Benefit Plan Disclosure [Line Items] Assets Cash Marketable Securities Inventory Account Receivable Prepaid expenses and deposits Investment in SRM & Affiliates Note Receivable Total current assets Right of Use assets Intangible assets, net of amortization Fixed assets, net of depreciation Total assets Liabilities and Shareholders' Equity Accounts payable Convertible notes Current portion of lease liability Accrued interest Accrued liabilities Covid-19 SBA Loan Total current liabilities Long-term portion lease liability Total liabilities Preferred stock, $0.001 par value, 100,000 shares authorized, of which none are issued and outstanding Common stock, $0.001 par value, 250,000,000 shares authorized, of which 59,482,554 and 45,634,154 shares were issued and outstanding as of September 30, 2024 and December 31, 2023 Additional paid-in capital Common stock payable Accumulated deficits Total Shareholders' Equity Total Liabilities and Shareholders' Equity Statement of Financial Position [Abstract] Preferred stock, par value Preferred stock, shares authorized Preferred stock, shares issued Preferred stock, shares outstanding Common stock, par value Common stock, shares authorized Common stock, shares issued Common stock, shares outstanding Income Statement [Abstract] Revenue Sales Cost of Sales Gross profit Operating expense General and administrative expenses Total operating expenses Other income / (expense) Interest income Interest expense Loss on sale of marketable securities Realized Gain/Loss on sale of stock Unrecognized loss of equity investment Other income (expense) Total other income (expense) Loss from operations Loss from discontinued operations Net income (loss) Net (loss) per share: Basic Weighted average number of shares Basic Statement [Table] Statement [Line Items] Balance Balance, shares Shares issued in Public Offering Shares issued in Public Offering, shares Net loss Shares issued from Stock Payable - services for services Common Stock issued for services, shares Shares used for Stock Payable Shares used for Stock Payable, shares Stock payable for services Stock payable for inducement Purchase of intangible asset Purchase of intangible asset, shares Warrant conversions Warrant conversions, shares Deconsolidation of SRM Entertainment and change to equity method of accounting Fair value of price reduction on conversion price for notes and warrants Fair value of options granted to employees Fair value of warrants granted for services Common Stock issued from stock payable for services Common Stock issued from stock payable for services, shares Common Stock issued from stock payable on extinguishment of debt Common Stock issued from stock payable on extinguishment of debt, shares Shares due for services Share due on warrant conversion Common Stock issued for warrant conversions Common Stock issued for warrant conversions, shares Fair value of options granted Shares issued from Stock Payable - services for services Shares issued from Stock Payable - services for services, shares Shares issued from Stock Payable - Conv note extinguishment Shares issued for employee bonus Shares issued for employee bonus, shares Shares issued for private placement Shares issued for private placement, shares Shareholder Investment Fair value of options granted Shares issued from Stock Payable - Conv note extinguishment, shares Shares to be issued from stock payable - Conv note extinguishment Shares due for services, shares Deconsolidation from Caring Brands Inc from Company Balance Balance, shares Statement of Cash Flows [Abstract] Cash flows from operating activities: Net (loss) from continued operations Bad debt expense Depreciation and Amortization expense Gain on sale of fixed assets Fair value of shares issued for services rendered Fair value of shares issued for inducement FV of shares issued for employees bonus Fair value of options issued for services Fair value of warrants issued for services Loss on extinguishment Unrealized gain/loss on equity investment Gain on sale of SRM Stock Realized gain/loss on sale of marketable securities Unrealized gain/loss on marketable securities Adjustments to reconcile net income to net cash provided by (used in) operating activities Prepaid expenses and deposits Right of Entry asset Accounts receivable Inventory Accounts payable Accrued liabilities Lease liability Net cash (used in) continuing operating activities Reclassification to discontinued operations Income (loss) from discontinued operations Reclassification to assets & liabilities held for sale Net cash (used in) discontinued operations Cash flows from investing activities: Cash paid for purchase of assets Cash paid for SRM Inc. Cash received for sales of SRM stock Cash received from SRM Inc. Cash received for sale of marketable securities Cash paid for marketable securities Net change to value of marketable securities Cash paid for investment Purchase of equipment Proceeds from sale of assets Net cash (used in) investing activities Cash flows from financing activities Shares issued for cash Shares issued for warrant conversion Loans to affiliates Shares issued for private placement Deconsolidation of CBI from SS Borrowings on debt Payments on debt Net cash (used in) provided by investing activities Net (decrease) in cash and cash equivalents Cash and cash equivalents at the beginning of the period Cash and cash equivalents at the end of the period SUPPLEMENTAL CASH FLOW INFORMATION: Cash paid for interest Cash paid for income taxes Non-cash items: Reclassification of Held to Maturity investments to Marketable Securities Common Stock issued from stock payable on extinguishment of debt Common Stock issued from stock payable on service Common Stock issued form stock payable on warrant conversions Shares issued for GBB asset purchase Reclassification for SRM Ltd deconsolidation Investment in GBB asset Shares issued for note conversion Accounting Policies [Abstract] Organization and Business Operations Significant Accounting Policies Credit Loss [Abstract] Accounts Receivable Prepaid Expenses And Deposits Prepaid Expenses and Deposits Inventory Disclosure [Abstract] Inventory Cash and Cash Equivalents [Abstract] Marketable Securities Note Receivable Note Receivable Goodwill and Intangible Assets Disclosure [Abstract] Intangible Assets Payables and Accruals [Abstract] Accrued Liabilities Debt Disclosure [Abstract] Convertible Notes Payable – Related Parties Unusual or Infrequent Items, or Both [Abstract] Covid-19 SBA Loans Equity [Abstract] Capital Structure Share-Based Payment Arrangement [Abstract] Warrants and Options Commitments and Contingencies Disclosure [Abstract] Commitments and Contingencies Investments, All Other Investments [Abstract] Investment in SRM Entertainment, Inc. Subsequent Events [Abstract] Subsequent Events Basis of Presentation Emerging Growth Company Status Use of Estimates Cash and Cash Equivalents Inventory Net Loss per Common Share Fair Value of Financial Instruments Revenue Recognition Accounts Receivable and Credit Risk Impairment of Long-Lived Assets Intangible Assets Research and Development Stock Based Compensation Income Taxes Related parties Recent Accounting Pronouncements Schedule of Net Loss Per Common Share~~

Summary of Transaction and Carrying Value Schedule of Convertible Promissory Notes Schedule of Stock Holders Schedule of Share-Based Compensation Arrangements by Share-Based Payment Award [Table] Share-Based Compensation Arrangement by Share-Based Payment Award [Line Items] Schedule of Fair Value Using Black Scholes Method Summary of Warrant Outstanding Schedule of Minimum Annual Lease Payments Schedule of Equity Method Investment Cash flow used in operations Cash flow used in operations Working capital Net (loss) Denominator for basic earnings per share - Weighted-average common shares issued and outstanding during the period Denominator for diluted earnings per share Basic (loss) per share Diluted (loss) per share Cash equivalents Inventory write-downs expired Allowance for doubtful collections Impairment of goodwill Research and development expense Operating loss carry forwards Operating loss carry forwards valuation allowance Accounts receivable Prepaid orders Prepaid insurance Raw materials Inventory raw materials Inventory finished goods Investment Restricted common stock issued conversion Share purchased Share purchased, value Common stock considered as trading securities Fair value Number of shares sold Realized gain on sale of shares Notes receivable Debt discount Intangible Asset, Finite-Lived [Table] Finite-Lived Intangible Assets [Line Items] Cash Balance Fair value of stock issued Amortization Addition legal costs for patent Contingent liability Balance Purchase price, shares Additional earn-our provisions Purchase price, amount Purchased assets, consideration Cash proceeds Share price Payment in cash Proceeds from warrants Exercise price Additional cash Additional payment Amortization expense Interest Payable Accrued liabilities Accrued Insurance, Current Contigent liability Other Liabilities Short-Term Debt [Table] Short-Term Debt [Line Items] Convertible promissory notes, Beginning balance Conversion of one of the notes Made a cash payment towards interest and principal balance in full Convertible promissory notes, Ending balance Convertible notes payable Debt conversion converted warrants Number of shares issued Original issuance discount Legal fees Original issuance discount Debt instrument, conversion price Warrants term Warrants, exercise price Outstanding warrants Fair value of conversion features Fair value of warrants Debt amount Debt note amount Converted shares Conversion of stock, shares issued Interest expense Shares issued Accrued interest payable Shares issued price per share Debt exercise price Number of shares Financing Receivable, Credit Quality Indicator [Table] Financing Receivable, Credit Quality Indicator [Line Items] Proceeds from loans Loan term Interest rate Loans outstanding Accumulated Other Comprehensive Income (Loss) [Table] Accumulated Other Comprehensive Income (Loss) [Line Items] Public offering Shares issued for stock payable Shares issued for services Convertible Note Extinguishment Shares issued for employee bonus Shares issued for private placement Stock issued for asset purchase Stock issued for conversion of warrants Stock issued in connection with note conversion Stock issued for conversion of warrants related to IPO Preferred stock shares, authorized Preferred stock par, value Preferred stock shares, issued Preferred stock shares, outstanding Common stock shares, authorized Common stock shares, Issued Common stock shares, outstanding Gross proceeds from offering Warrant price per share Net proceeds issuance of public offering Number of shares granted for services Stock-based compensation Fair value of stock payable Shares not issued for stock payable Number of restricted common shares issued Shares issued for purchase of warrants Shares issued for purchase of warrants, value Shares issued for convertible promissory note amount Number of shares issued for convertible promissory note Stock Issued During Period, Value, Issued for Services Shares Conversion of common stock Coversion of warrants amount Common stock payable value Interest payable Warrants, Reporting Date Warrants, Relative Fair Value Warrants, Term Years Warrants, Exercise Price Warrants, Market Price on Grant Date Warrants, Volatility Percentage Warrants, Risk-Free Rate Warrants, Reporting Date Warrants, Reporting Date Number of Option Warrants, Fair Value Subsidiary or Equity Method Investee, Sale of Stock, Type [Table] Subsidiary, Sale of Stock [Line Items] Number of Warrants, Beginning balance Exercise Price, Beginning balance Number of Warrants, issued Exercise Price, Warrants Issued Number of Warrants, exercised Number of Warrants, Ending balance Exercise Price, Ending balance Number of Warrants, Exercisable Exercise Price, Exercisable Issuance of warrants Issuance of common stock warrants Warrant price per share Warrants exercisable Issuance of common stock warrants Warrants, expenses Share based compensation, grants Vesting exercise peried Exercise Price Options Share-based payment arrangement, expense Lessee, Lease, Description [Table] Lessee, Lease, Description [Line Items] Minimum annual lease payments Collaborative Arrangement and Arrangement Other than Collaborative [Table] Collaborative Arrangement and Arrangement Other than Collaborative [Line Items] Operating lease liability, current Operating lease, discount rate Operating lease, Right of use assets Operating lease liability, non-current Unamortized,ROU asset Operating lease liability, current Accreted interest expense Rent expense Shares, Issued [custom:LiquidationDamages] Settlement payment Damages estimated Expense Warrant to acquire, shares Payment of capital Principal amount Debt instrument maturity date Warrant or right outstanding Restructuring Cost [Table] Restructuring Cost and Reserve [Line Items] Fair value of consideration Equity in SRM Inc losses Investment in SRM Inc Balance Basis in the 350,000 shares of SRM Inc sold Equity in SRM Inc losses Equity method investments Losses on limitation of investment Subsidiary ownership percentage Dividend shares Gain loss on investments Issuance of common stock value Gain on sale of investments Stock issued, convertible shares Stock issued, convertible value Conversion of stock, shares converted Subsequent Event [Table] Subsequent Event [Line Items] Shares issued on common stock payable Shares issued on warrant exercise Shares issued at market price, private placement Private placement amount Warrants to Purchase Shares of Common Stock [Member] Common Stock .001 Par Value Per Share [Member] Accrued interest current. Loan from other. Common stock payable. Gain on sale of marketable securities. Realized gain loss on sale of stock. Gain/(loss) on deconsolidation. Jupiter Wellness Sponsor LLC [Member] Chijet [Member] Restricted Common Stock [Member] Common Stock Payable [Member] Stock considered as trading securities. Stock issued during period value issued from stock payable for services. Stock issued during period value due for services. Stock issued during period value due on warrant conversion. Stock issued during period value issued form stock payable services for services. Stock issued during period value issued from stock payable conv note extinguishment. Stock issued during period value issued for employee bonus. Stock issued during period value issued for private placement. Stock issued during period value shareholder investment. Stock issued during period value warrant conversions. Stock issued during period shares issued from stock payable for services. Stock issued during period share issued from stock payable services for services. Stock issued during period shares issued for employee bonus. Stock issued during period shares issued for private placement. Stock issued during period shares issued form stock payable conv note extinguishment. Convertible Promissory Notes One [Member] Convertible Promissory Notes Two [Member] Convertible Promissory Notes [Member] Original issuance discount. Amended Note [Member] Stock issued during period shares warrant conversions. Stock issued during period shares due for services. Warrant One [Member] Warrant Two [Member] SRM Entertainment Inc [Member] 2022 Convertible Notes [Member] Economic Injury Disaster Loan Program [Member] Agreement term. Fair value of shares issuedf or services rendered. Fair value of shares issued for employees bonus. Gain loss on sale of stock. Realized gain loss on sale of marketable securities RD Agreement [Member] Gross proceeds from offering. Consulting Agreement [Member] Common Stock Payable One [Member] Stock not issued during period shares other. Consulting Agreement One [Member] Consulting Agreement Two [Member] Asset Purchase Agreement [Member] Stock issued during period shares warrants exercises. Private Investment In Public Equity And IPO [Member] Stock issued during period value warrants exercises. Increase decrease in right of entry assets. Shares issued for connection with note conversion. Shares issued for purchase of warrants related to the IPO. Stock issued during period shares issued for shares issued for private placement. Stock issued during period shares issued for shares issued for employee bonus. Stock issued during period shares issued for shares issued for convertible note extinguishment. Two Consulting Agreement [Member] Common Stock Payable Two [Member] Payment of loan to affiliate Promissory Note [Member] Share based compensation arrangement by share based payment award fair value assumptions warrant reporting date. Convertible Note Warrants [Member] Scenario One [Member] Scenario Two [Member] share based compensation arrangement by share based payment award fair value assumptions relative fair value. PIPE Agreement [Member] Common Warrants [Member] Warrant price per share. One Common Warrant [Member] Two Common Warrants [Member] PIPE Warrants [Member] Working capital. Investor Relationship Consulting Agreements [Member] Emerging Growth Company Status [Policy Text Block] Related Parties [Policy Text Block] Prepaid Expenses and Deposits Disclosure [Text Block] Share based compensation arrangement by share based payment award fair value assumption warrant reporting date. Prepaid orders. Prepaid raw materials. Services [Member] Share based compensation arrangement by share based payment award non option equity instruments outstanding number one. The number of shares into which fully or partially vestednon-option equity outstanding as of the balance sheet date can be currently converted under the non-option equity plan. Weighted average price at which grantees can acquire the shares reserved for issuance under the stock non-option equity plan. Weighted average per share amount at which grantees can acquire shares of common stock by exercise of non-option equity. Share based compensation arrangement by share based payment award non option equity instruments outstanding weighted average exercise price one. The weighted-average price as of the balance sheet date at which grantees can acquire the shares reserved for issuance on vested portions of non-option equity outstanding and currently exercisable under the non-option equity plan. Five Employment [Member] Director Agreements [Member] Nine Consulting Agreements [Member] Officers Director and Employees [Member] Share based compensation arrangement by share based payment award fair value assumptions options reporting date. Scenario Three [Member] Scenario Four [Member] Scenario Five [Member] Schedule of Transaction and Carrying [Table Text Block] Schedule of Minimum Annual Lease Payments [Table Text Block] Primary Term One [Member] Primary Term Two [Member] Primary Term Three [Member] Primary Term Four [Member] Primary Term Five [Member] Renewal Period One [Member] Renewal Period Two [Member] Renewal Period Three [Member] Unamortization expense operating lease right of use asset . Liquidation damages. SRM Entertainment Limited [Member] SRM Entertainment [Member] Business combination acquisition of less than hundred percent non controlling interest fair value. Business combination acquisition of less than 100 percent noncontrolling interest fair value of consideration. Shares issued on common stock payable. Shares issued on warrant exercise. GBB Drink Lab Inc [Member] Gain loss limitation on investments. Fair value of shares issued from stock payable conv note extinguishment Fair value of shares issued convertible note extinguishment Fair value of options issued for services Fair value of warrants issued for services Unrealized loss on marketable securities. Proceeds for related parites. Net change to value of marketable securities. Proceeds from shares issued for warrant conversion. Reclassification of held to maturity investments to marketable securities Common stock issued from stock payable on extinguishment of debt Common stock issued from stock payable on service Common stock issued from stock payable on warrant conversions Shares issued for Gbb Asset Purchase Reclassification for Srm Ltd deconsolidation Fair value of shares issued for inducement Stock issued during period value issued form stock Payable conv note extinguishment. Stock issued during period shares issued form stock Payable conv note extinguishment. Shares used for Stock Payable, value. Shares used for Stock Payable, shares. Stock payable for services, value Stock payable for inducement Deconsolidation of SRM Entertainment and change to equity method of accounting. Fair value of options granted to employees. Loss on sale of marketable securities. Stock issued during period value private placement. Increase decrease in right of use assets. Investment in GBB asset. Common stock issued from stock payable on convertible note. Yerbae Brands Corp [Member] Contigent liability. Scenario Six [Member] Note receivable [Text Block] Deconsolidation of business. Shares to be issued from stock payable - Conv note extinguishment. Settlement payment. Payment of capital. Biggar Settlement Agreement [Member] Convertible Biggar Note One [Member] Convertible Biggar Note Two [Member] Assets, Current Assets [Default Label] Liabilities, Current Liabilities Equity, Attributable to Parent Liabilities and Equity Gross Profit Operating Expenses Interest Expense, Other Nonoperating Income (Expense) Income (Loss) from Discontinued Operations, Net of Tax, Attributable to Noncontrolling Interest Shares, Outstanding StockIssuedDuringPeriodValueIssuedFormStockPayableServicesForServices APIC, Share-Based Payment Arrangement, Option, Increase for Cost Recognition Gain (Loss) on Disposition of Assets for Financial Service Operations Gain (Loss) on Extinguishment of Debt Equity Securities, FV-NI,

~~Unrealized Gain (Loss) GainlossOnSaleOfStock RealizedGainlossOnSaleOfMarketableSecurities UnrealizedGainLossOnMarketableSecurities Increase (Decrease) in Prepaid Expense IncreaseDecreaseInRightOfUseAssets Increase (Decrease) in Accounts Receivable Increase (Decrease) in Inventories Increase (Decrease) in Accounts Payable Increase (Decrease) in Accrued Liabilities Net Cash Provided by (Used in) Operating Activities, Continuing Operations Income (Loss) from Discontinued Operations, Net of Tax, Including Portion Attributable to Noncontrolling Interest Cash Provided by (Used in) Operating Activities, Discontinued Operations Payments to Acquire Buildings PaymentsForRelatedParties Payments to Acquire Marketable Securities Payments to Acquire Other Investments Payments to Acquire Other Property, Plant, and Equipment Net Cash Provided by (Used in) Investing Activities ProceedsFromSharesIssuedForWarrantConversion PaymentOfLoanToAffiliate Repayments of Debt Net Cash Provided by (Used in) Financing Activities Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Including Disposal Group and Discontinued Operations CommonStockIssuedFromStockPayableOnExtinguishmentOfDebt Inventory Disclosure [Text Block] Cash, Cash Equivalents, and Marketable Securities [Text Block] NoteReceivableTextBlock Inventory, Policy [Policy Text Block] Intangible Assets, Finite-Lived, Policy [Policy Text Block] Net Cash Provided by (Used in) Operating Activities Payments to Acquire Intangible Assets Accrued Liabilities [Default Label] Convertible Debt Repayments of Convertible Debt StockIssuedDuringPeriodSharesIssuedForSharesIssuedForEmployeeBonus StockIssuedDuringPeriodSharesIssuedForSharesIssuedForPrivatePlacement ShareBasedCompensationArrangementByShareBasedPaymentAwardFairValueAssumptionWarrantReportingDate ShareBasedCompensationArrangementByShareBasedPaymentAwardFairValueAssumptionsOptionsReportingDate Share-Based Compensation Arrangement by Share-Based Payment Award, Non-Option Equity Instruments, Outstanding, Number ShareBasedCompensationArrangementByShareBasedPaymentAwardNonOptionEquityInstrumentsOutstandingWeightedAverageExercisePrice ShareBasedCompensationArrangementByShareBasedPaymentAwardNonOptionEquityInstrumentsOutstandingNumberOne ShareBasedCompensationArrangementByShareBasedPaymentAwardNonOptionEquityInstrumentsOutstandingWeightedAverageExercisePriceOne Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Noncurrent Liabilities, Other EX-101.PRE 66 shot-20240930_pre.xml XBRL PRESENTATION FILE XML 68 R1.htm IDEA: XBRL DOCUMENT~~

~~Cover~~ ~~9 Months Ended~~
~~Sep. 30, 2024~~

~~Entity Addresses [Line Items] Document TypeS-1Amendment FlagfalseEntity Registrant NameSAFETY SHOT, INC.Entity Central Index Key0001760903 Entity Tax Identification Number83-2455880Entity Incorporation, State or Country CodeDEEntity Address, Address Line One1061 E. Indiantown RdEntity Address, Address Line TwoSte. 110Entity Address, City or TownJupiterEntity Address, State or ProvinceFLEntity Address, Postal Zip Code33477City Area Code(561)Local Phone Number244-7100Entity Filer CategoryNon-accelerated FilerEntity Small BusinesstrueEntity Emerging Growth Companytrue Elected Not To Use the Extended Transition PeriodfalseBusiness Contact [Member] Entity Addresses [Line Items] Entity Address, Address Line One 1061 E. Indiantown RdEntity Address, Address Line TwoSte. 110Entity Address, City or TownJupiterEntity Address, State or ProvinceFLEntity Address, Postal Zip Code33477Contact Personnel NameJarrett Boon~~

~~- Definition~~

~~Boolean flag that is true when the XBRL content amends previously-filed or accepted submission.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:dei_AmendmentFlag Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Area code of city~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:dei_CityAreaCode Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Name of contact personnel~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:dei_ContactPersonnelName Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~The type of document being provided (such as 10-K, 10-Q, 485BPOS, etc). The document type is limited to the same value as the supporting SEC submission type, or the word 'Other'.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:dei_DocumentType Namespace Prefix:dei_ Data Type:dei:submissionTypeItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Address Line 1 such as Attn, Building Name, Street Name~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:dei_EntityAddressAddressLine1 Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Address Line 2 such as Street or Suite number~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:dei_EntityAddressAddressLine2 Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Name of the City or Town~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:dei_EntityAddressCityOrTown Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Code for the postal or zip code~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:dei_EntityAddressPostalZipCode Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Name of the state or province.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:dei_EntityAddressStateOrProvince Namespace Prefix:dei_ Data Type:dei:stateOrProvinceItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:dei_EntityAddressesLineItems Namespace Prefix:dei_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~A unique 10-digit SEC-issued value to identify entities that have filed disclosures with the SEC. It is commonly abbreviated as CIK.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2~~

~~+ Details~~
~~Name:dei_EntityCentralIndexKey Namespace Prefix:dei_ Data Type:dei:centralIndexKeyItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Indicate if registrant meets the emerging growth company criteria.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2~~

~~+ Details~~
~~Name:dei_EntityEmergingGrowthCompany Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Indicate if an emerging growth company has elected not to use the extended transition period for complying with any new or revised financial accounting standards.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Securities Act -Number 7A -Section B -Subsection 2~~

~~+ Details~~
~~Name:dei_EntityExTransitionPeriod Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Indicate whether the registrant is one of the following: Large Accelerated Filer, Accelerated Filer, Non-accelerated Filer. Definitions of these categories are stated in Rule 12b-2 of the Exchange Act. This information should be based on the registrant's current or most recent filing containing the related disclosure.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2~~

~~+ Details~~
~~Name:dei_EntityFilerCategory Namespace Prefix:dei_ Data Type:dei:filerCategoryItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Two-character EDGAR code representing the state or country of incorporation.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:dei_EntityIncorporationStateCountryCode Namespace Prefix:dei_ Data Type:dei:edgarStateCountryItemType Balance Type:na Period Type: duration~~

~~- Definition~~

~~The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2~~

~~+ Details~~
~~Name:dei_EntityRegistrantName Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Indicates that the company is a Smaller Reporting Company (SRC).~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2~~

~~+ Details~~
~~Name:dei_EntitySmallBusiness Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~The Tax Identification Number (TIN), also known as an Employer Identification Number (EIN), is a unique 9-digit value assigned by the IRS.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2~~

~~+ Details~~
~~Name:dei_EntityTaxIdentificationNumber Namespace Prefix:dei_ Data Type:dei:employerIdItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Local phone number for entity.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:dei_LocalPhoneNumber Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration~~

~~- Details~~
~~Name:dei_EntityAddressesAddressTypeAxis=dei_BusinessContactMember Namespace Prefix: Data Type:na Balance Type: Period Type: XML 69 R2.htm~~
~~IDEA: XBRL DOCUMENT~~
~~Condensed Consolidated Balance Sheets - USD ($) Sep. 30, 2024Dec. 31, 2023Assets Cash$ 1,360,401$ 3,833,349Marketable Securities54,720842,976 Inventory523,591795,824Account Receivable5,2315,585Prepaid expenses and deposits1,029,3511,469,733Note Receivable500,00086,174Total current assets3,476,2947,690,824Right of Use assets346,000479,027Intangible assets, net of amortization4,450,2014,511,057Fixed assets, net of depreciation 102,94928,272Total assets8,375,44412,709,180Liabilities and Shareholders' Equity Accounts payable1,266,3691,493,809Convertible notes1,500,000 Current portion of lease liability207,689214,752Accrued interest269,152Accrued liabilities305,17960,450Covid-19 SBA Loan48,18148,974Total current liabilities1,827,4183,587,137Long-term portion lease liability169,538304,907Total liabilities1,996,9563,892,044Preferred stock, $0.001 par value, 100,000 shares authorized, of which none are issued and outstanding Common stock, $0.001 par value, 250,000,000 shares authorized, of which 59,482,554 and 45,634,154 shares were issued and outstanding as of September 30, 2024 and December 31, 202359,48345,634Additional paid-in capital 105,967,86873,726,987Common stock payable1,909,894725,230Accumulated deficits(101,558,757)(65,680,715)Total Shareholders' Equity6,378,488 8,817,136Total Liabilities and Shareholders' Equity8,375,44412,709,180Affiliated Entity [Member] Assets Investment in SRM & Affiliates$ 3,000 $ 657,183~~
~~- Definition~~

~~Accrued interest current.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name:SHOT_AccruedInterestCurrent Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant~~

~~- Definition~~

~~Common stock payable.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_CommonStockPayable Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant~~

~~- Definition~~

~~Amount, after allowance, receivable from customers, clients, or other third-parties, and receivables classified as other due within one year or the normal operating cycle, if longer.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:us-gaap_AccountsAndOtherReceivablesNetCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type: instant~~

~~- Definition~~

~~Carrying value as of the balance sheet date of liabilities incurred (and for which invoices have typically been received) and payable to vendors for goods and services received that are used in an entity's business. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer).~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(19)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10~~

~~+ Details~~
~~Name:us-gaap_AccountsPayableCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant~~

~~- Definition~~

~~Amount, after allowance for credit loss, of right to consideration from customer for product sold and service rendered in normal course of business, classified as current.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 310 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481990/310-10-45-2~~

~~+ Details~~
~~Name:us-gaap_AccountsReceivableNetCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant~~

~~- Definition~~

~~Carrying value as of the balance sheet date of obligations incurred and payable, pertaining to costs that are statutory in nature, are incurred on contractual obligations, or accumulate over time and for which invoices have not yet been received or will not be rendered. Examples include taxes, interest, rent and utilities. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer).~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1~~

~~+ Details~~

~~***Name:us-gaap_AccruedLiabilitiesCurrent** **Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant***~~

~~***- Definition***~~

~~***Amount of excess of issue price over par or stated value of stock and from other transaction involving stock or stockholder. Includes, but is not limited to, additional paid-in capital (APIC) for common and preferred stock.***~~

~~***+ References***~~

~~***Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(18)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)(a)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1***~~

~~***+ Details***~~

~~***Name:us-gaap_AdditionalPaidInCapital** **Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant***~~

~~***- Definition***~~

~~***Amount of asset recognized for present right to economic benefit.***~~

~~***+ References***~~

~~***Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 49 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-49Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 5: http://fasb.org/us-gaap/role/ref/otherTransitionRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 12: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 13: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(12)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(18)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 18: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 19: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI***~~

~~***Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 28: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 29: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30Reference 30: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(11)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1***~~

+ Details

~~*Name:us-gaap_Assets Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant*~~

~~*- References*~~

~~*No definition available.*~~

~~*+ Details*~~

~~*Name:us-gaap_AssetsAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration*~~

~~*- Definition*~~

~~*Amount of asset recognized for present right to economic benefit, classified as current.*~~

~~*+ References*~~

~~*Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 6: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 10: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 20: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7*~~

~~***+ Details***~~

~~***Name:us-gaap_AssetsCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant***~~

~~***- Definition***~~

~~***Amount of currency on hand as well as demand deposits with banks or financial institutions. Includes other kinds of accounts that have the general characteristics of demand deposits. Excludes cash and cash equivalents within disposal group and discontinued operation.***~~

~~***+ References***~~

~~***Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 45 -Paragraph 21 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477796/946-210-45-21Reference 6: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Name Accounting Standards Codification -Section 45 -Paragraph 20 -SubTopic 210 -Topic 946 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477796/946-210-45-20***~~

~~+ Details~~

~~Name:us-gaap_Cash Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant~~

~~- Definition~~

~~Aggregate par or stated value of issued nonredeemable common stock (or common stock redeemable solely at the option of the issuer). This item includes treasury stock repurchased by the entity. Note: elements for number of nonredeemable common shares, par value and other disclosure concepts are in another section within stockholders' equity.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1~~

~~+ Details~~

~~Name:us-gaap_CommonStockValue Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant~~

~~- Definition~~

~~The portion of the carrying value of long-term convertible debt as of the balance sheet date that is scheduled to be repaid within one year or in the normal operating cycle if longer. Convertible debt is a financial instrument which can be exchanged for a specified amount of another security, typically the entity's common stock, at the option of the issuer or the holder.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1~~

~~+ Details~~
~~Name:us-gaap_ConvertibleDebtCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant~~

~~- Definition~~

~~Amount after amortization of assets, excluding financial assets and goodwill, lacking physical substance with a finite life.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 350 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482665/350-30-50-2Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 926 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483154/926-20-50-5~~

~~+ Details~~
~~Name:us-gaap_FiniteLivedIntangibleAssetsNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant~~

~~- Definition~~

~~Amount after valuation and LIFO reserves of inventory expected to be sold, or consumed within one year or operating cycle, if longer.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1~~

~~+ Details~~
~~Name:us-gaap_InventoryNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant~~

~~- Definition~~

~~Amount of liability recognized for present obligation requiring transfer or otherwise providing economic benefit to others.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)) -SubTopic 10 -Topic 210 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(24)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(26)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting~~

Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(21)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section 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210.6-04(14)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 18: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards 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http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 29: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30

~~***+ Details***~~

~~***Name:us-gaap_Liabilities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant***~~

~~***- Definition***~~

~~***Amount of liabilities and equity items, including the portion of equity attributable to noncontrolling interests, if any.***~~

~~***+ References***~~

~~***Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(32)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1***~~

~~***+ Details***~~

~~***Name:us-gaap_LiabilitiesAndStockholdersEquity Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant***~~

~~***- References***~~

~~***No definition available.***~~

~~***+ Details***~~

~~***Name:us-gaap_LiabilitiesAndStockholdersEquityAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type: duration***~~

~~***- Definition***~~

~~***Total obligations incurred as part of normal operations that are expected to be paid during the following twelve months or within one business cycle, if longer.***~~

~~***+ References***~~

~~***Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(21)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 8: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-5Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 20: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 21: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7***~~

~~***+ Details***~~

~~***Name:us-gaap_LiabilitiesCurrent***~~ ~~***Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant***~~

~~***- Definition***~~

~~***Carrying value as of the balance sheet date of portion of long-term loans payable due within one year or the operating cycle if longer.***~~

~~***+ References***~~

~~***Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1***~~

~~+ Details~~

~~Name:us-gaap_LoansPayableCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant~~

~~- Definition~~

~~Amount of investment in marketable security, classified as current.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1~~

~~+ Details~~

~~Name:us-gaap_MarketableSecuritiesCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant~~

~~- Definition~~

~~Present value of lessee's discounted obligation for lease payments from operating lease, classified as current.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-1~~

~~+ Details~~

~~Name:us-gaap_OperatingLeaseLiabilityCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant~~

~~- Definition~~

~~Present value of lessee's discounted obligation for lease payments from operating lease, classified as noncurrent.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-1~~

~~+ Details~~

~~Name:us-gaap_OperatingLeaseLiabilityNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: instant~~

~~- Definition~~

~~Amount of lessee's right to use underlying asset under operating lease.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-1~~

~~+ Details~~

~~Name:us-gaap_OperatingLeaseRightOfUseAsset Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant~~

~~- Definition~~

~~Aggregate par or stated value of issued nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer). This item includes treasury stock repurchased by the entity. Note: elements for number of nonredeemable preferred shares, par value and other disclosure concepts are in another section within stockholders' equity.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(21)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1~~

~~*+ Details*~~

~~*Name:us-gaap_PreferredStockValue Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant*~~

~~*- Definition*~~

~~*Amount of asset related to consideration paid in advance for costs that provide economic benefits within a future period of one year or the normal operating cycle, if longer.*~~

~~*+ References*~~

~~*Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 340 -SubTopic 10 -Name Accounting Standards Codification -Section 05 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482955/340-10-05-5Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 340 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483032/340-10-45-1*~~

~~*+ Details*~~

~~*Name:us-gaap_PrepaidExpenseCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant*~~

~~*- Definition*~~

~~*Amount after accumulated depreciation, depletion and amortization of physical assets used in the normal conduct of business to produce goods and services and not intended for resale. Examples include, but are not limited to, land, buildings, machinery and equipment, office equipment, and furniture and fixtures.*~~

~~*+ References*~~

~~*Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 1 -SubTopic 10 -Topic 360 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482099/360-10-50-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-7AReference 3: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 360 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB*~~

~~***http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 360 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478451/942-360-50-1***~~

~~***+ Details***~~

~~***Name:us-gaap_PropertyPlantAndEquipmentNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant***~~

~~***- Definition***~~

~~***Amount of accumulated undistributed earnings (deficit).***~~

~~***+ References***~~

~~***Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)(a)(3)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(2)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (h)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-11Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(23)(a)(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(17)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1***~~

~~+ Details~~

~~Name:us-gaap_RetainedEarningsAccumulatedDeficit Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: instant~~

~~- Definition~~

~~Amount of investments including trading securities, available-for-sale securities, held-to-maturity securities, and short-term investments classified as other and current.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1~~

~~+ Details~~

~~Name:us-gaap_ShortTermInvestments Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant~~

~~- Definition~~

~~***Amount of equity (deficit) attributable to parent. Excludes temporary equity and equity attributable to noncontrolling interest.***~~

~~***+ References***~~

~~***Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(31)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 5: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 8: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 12: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 13: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 14: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 310 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SAB Topic 4.E) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480418/310-10-S99-2***~~

~~+ Details~~

~~Name:us-gaap_StockholdersEquity Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant~~

~~- Details~~

~~Name:us-gaap_RelatedPartyTransactionsByRelatedPartyAxis=srt_AffiliatedEntityMember Namespace Prefix: Data Type:na Balance Type: Period Type:~~
~~XML 70 R3.htm IDEA: XBRL DOCUMENT~~
~~Condensed Consolidated Balance Sheets (Parenthetical) - $ / shares Sep. 30, 2024Dec. 31, 2023Statement of Financial Position [Abstract] Preferred stock, par value$ 0.001$ 0.001Preferred stock, shares authorized100,000100,000Preferred stock, shares issued00Preferred stock, shares outstanding00Common stock, par value$ 0.001$ 0.001Common stock, shares authorized250,000,000250,000,000Common stock, shares issued59,482,55445,634,154Common stock, shares outstanding59,482,55445,634,154~~
~~- Definition~~

~~Face amount or stated value per share of common stock.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1~~

~~+ Details~~

~~Name:us-gaap_CommonStockParOrStatedValuePerShare Namespace Prefix:us-gaap_ Data Type:dtr-types:perShareItemType Balance Type:na Period Type: instant~~

~~- Definition~~

~~The maximum number of common shares permitted to be issued by an entity's charter and bylaws.~~

~~The maximum number of common shares permitted to be issued by an entity's charter and bylaws.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1~~

~~+ Details~~

~~Name:us-gaap_CommonStockSharesAuthorized Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant~~

~~- Definition~~

~~Total number of common shares of an entity that have been sold or granted to shareholders (includes common shares that were issued, repurchased and remain in the treasury). These shares represent capital invested by the firm's shareholders and owners, and may be all or only a portion of the number of shares authorized. Shares issued include shares outstanding and shares held in the treasury.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1~~

~~+ Details~~

~~Name:us-gaap_CommonStockSharesIssued Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant~~

~~- Definition~~

~~Number of shares of common stock outstanding. Common stock represent the ownership interest in a corporation.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 6: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3~~

~~+ Details~~

~~Name:us-gaap_CommonStockSharesOutstanding Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant~~

~~- Definition~~

~~Face amount or stated value per share of preferred stock nonredeemable or redeemable solely at the option of the issuer.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 13 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-13~~

~~+ Details~~

~~Name:us-gaap_PreferredStockParOrStatedValuePerShare Namespace Prefix:us-gaap_ Data Type:dtr-types:perShareItemType Balance Type:na Period Type:instant~~

~~- Definition~~

~~The maximum number of nonredeemable preferred shares (or preferred stock redeemable solely at the option of the issuer) permitted to be issued by an entity's charter and bylaws.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1~~

~~+ Details~~

~~Name:us-gaap_PreferredStockSharesAuthorized Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant~~

~~- Definition~~

~~Number of shares issued for nonredeemable preferred shares and preferred shares redeemable solely at option of issuer. Includes, but is not limited to,~~

~~Number of shares issued for nonredeemable preferred shares and preferred shares redeemable solely at option of issuer. Includes, but is not limited to, preferred shares issued, repurchased, and held as treasury shares. Excludes preferred shares classified as debt.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 13 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-13~~

~~+ Details~~

~~Name:us-gaap_PreferredStockSharesIssued Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant~~

~~- Definition~~

~~Aggregate share number for all nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer) held by stockholders. Does not include preferred shares that have been repurchased.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3~~

~~+ Details~~

~~Name:us-gaap_PreferredStockSharesOutstanding Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_StatementOfFinancialPositionAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~XML 71 R4.htm IDEA: XBRL DOCUMENT~~
~~Condensed Consolidated Statements of Operations (Unaudited) - USD ($)3 Months Ended9 Months Ended~~
~~Sep. 30, 2024~~
~~Sep. 30, 2023~~
~~Sep. 30, 2024~~
~~Sep. 30, 2023~~
~~Revenue Sales$ 110,213$ 11,877$ 519,793$ 69,968Cost of Sales402,39946,4382,549,09997,977Gross profit(292,186)(34,561)(2,029,306)(28,009) Operating expense General and administrative expenses11,348,3204,090,60832,923,4897,040,858Total operating expenses11,348,3204,090,608 32,923,4897,040,858Other income / (expense) Interest income9,48456,11340,69956,802Interest expense(67,404)(54,751)(252,108)(168,869)Loss on sale of marketable securities(46,658)Realized Gain/Loss on sale of stock68,333231,159Unrecognized loss of equity investment(726,884)(726,884)Other income (expense)(2,426,915)(599,155)(1,236,720)Total other income (expense)10,413(3,152,437)(626,062)(2,075,671)Loss from operations(11,630,093) (7,277,606)(35,578,858)(9,144,538)Loss from discontinued operations(299,184)(460,695)(299,184)(261,528)Net income (loss)$ (11,929,277) $ (7,738,301)$ (35,878,042)$ (9,406,066)Net (loss) per share: Basic$ (0.21)$ (0.26)$ (0.69)$ (0.34)Weighted average number of shares Basic 55,930,63929,836,48551,713,36827,370,658~~

~~- Definition~~

~~Loss on sale of marketable securities.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name:SHOT_LossOnSaleOfMarketableSecurities Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Realized gain loss on sale of stock.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name:SHOT_RealizedGainlossOnSaleOfStock Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~The aggregate cost of goods produced and sold and services rendered during the reporting period.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 7: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1B~~

~~+ Details~~

~~Name:us-gaap_CostOfRevenue~~ ~~Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_EarningsPerShareAbstract~~ ~~Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~The amount of net income (loss) for the period per each share of common stock or unit outstanding during the reporting period.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 52 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-52Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 15 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-15Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (e)(4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-7Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-2Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-10Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(27)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-7~~

~~*+ Details*~~

~~*Name:us-gaap_EarningsPerShareBasic Namespace Prefix:us-gaap_ Data Type:dtr-types:perShareItemType Balance Type:na Period Type:duration*~~

~~*- Definition*~~

~~*Amount of realized and unrealized gain (loss) on investment.*~~

~~*+ References*~~

~~*Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(9)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(7)(c)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 3: http://www.xbrl.org/2003/role/recommendedDisclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28*~~

~~***+ Details***~~

~~***Name:us-gaap_GainLossOnInvestments Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***The aggregate total of expenses of managing and administering the affairs of an entity, including affiliates of the reporting entity, which are not directly or indirectly associated with the manufacture, sale or creation of a product or product line.***~~

~~***+ References***~~

~~***Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1***~~

~~***+ Details***~~

~~***Name:us-gaap_GeneralAndAdministrativeExpense Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type: duration***~~

~~***- Definition***~~

~~***Aggregate revenue less cost of goods and services sold or operating expenses directly attributable to the revenue generation activity.***~~

~~***+ References***~~

~~***Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 6: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 7: http://fasb.org/us-gaap/role/ref/otherTransitionRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 9: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting 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https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 23: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 31 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-31***~~

~~+ Details~~

~~Name:us-gaap_GrossProfit Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Amount after tax of income (loss) from continuing operations attributable to the parent.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(13)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 10: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 11: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 45 -Paragraph 18 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-18~~

~~***+ Details***~~

~~***Name:us-gaap_IncomeLossFromContinuingOperations Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: duration***~~

~~***- Definition***~~

~~***Amount after tax of income (loss) from a discontinued operation attributable to the noncontrolling interest. Includes, but is not limited to, the income (loss) from operations during the phase-out period, gain (loss) on disposal, gain (loss) for reversal of write-down (write-down) to fair value, less cost to sell, and adjustments to a prior period gain (loss) on disposal.***~~

~~***+ References***~~

~~***Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 19 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-19Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 3A -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-3AReference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 5B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-5BReference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 5C -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-5CReference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 3B -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-3BReference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-4Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-1Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-3Reference 9: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 45 -Paragraph 15 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-15***~~

~~+ Details~~

~~Name:us-gaap_IncomeLossFromDiscontinuedOperationsNetOfTaxAttributableToNoncontrollingInterest Namespace Prefix:us-gaap_ Data Type: xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~Amount of interest expense classified as other.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_InterestExpenseOther Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~Amount of interest income earned from interest bearing assets classified as other.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_InterestIncomeOther Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~The portion of profit or loss for the period, net of income taxes, which is attributable to the parent.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-9Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI~~

~~***https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482765/220-10-50-6Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-1Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-8Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 17: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting 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https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 33: http://www.xbrl.org/2003/role/disclosureRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-7Reference 34: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 35: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1AReference 36: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1BReference 37: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1***~~

~~+ Details~~

~~Name:us-gaap_NetIncomeLoss Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~The aggregate amount of income or expense from ancillary business-related activities (that is to say, excluding major activities considered part of the normal operations of the business).~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2~~

~~+ Details~~

~~Name:us-gaap_NonoperatingIncomeExpense Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_NonoperatingIncomeExpenseAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Generally recurring costs associated with normal operations except for the portion of these expenses which can be clearly related to production and included in cost of sales or services. Includes selling, general and administrative expense.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_OperatingExpenses Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_OperatingExpensesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Amount of income (expense) related to nonoperating activities, classified as other.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2~~

~~+ Details~~

~~Name:us-gaap_OtherNonoperatingIncomeExpense Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: duration~~

~~- Definition~~

~~Amount of revenue recognized from goods sold, services rendered, insurance premiums, or other activities that constitute an earning process. Includes, but is not limited to, investment and interest income before deduction of interest expense when recognized as a component of revenue, and sales and trading gain (loss).~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 41 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-41Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 5: http://fasb.org/us-gaap/role/ref/otherTransitionRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 6: http://fasb.org/us-gaap/role/ref/otherTransitionRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name~~

~~***https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30Reference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 42 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-42Reference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 40 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-40Reference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 235 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-05(b)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477314/942-235-S99-1Reference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2***~~

~~+ Details~~

~~Name:us-gaap_Revenues~~ ***~~Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~***

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_RevenuesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Number of [basic] shares or units, after adjustment for contingently issuable shares or units and other shares or units not deemed outstanding, determined by relating the portion of time within a reporting period that common shares or units have been outstanding to the total time in that period.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-10~~

~~+ Details~~
~~Name:us-gaap_WeightedAverageNumberOfSharesOutstandingBasic Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration~~

~~- References~~

~~No definition available.~~

~~+ Details~~
~~Name:us-gaap_WeightedAverageNumberOfSharesOutstandingBasicAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration XML 72 R5.htm IDEA: XBRL DOCUMENT~~
~~Condensed Consolidated Statements of Changes in Shareholders' Equity (Unaudited) - USD ($) Common Stock [Member] Common Stock Payable [Member] Additional Paid-in Capital [Member] Retained Earnings [Member] Total~~
~~Balance at Dec. 31, 2022$ 22,339$ 477,000$ 53,763,929$ (50,597,674)$ 3,665,594Balance, shares at Dec. 31, 202222,338,888 Shares issued in Public Offering$ 4,3163,446,3593,450,675Shares issued in Public Offering, shares4,315,787 Net loss (1,308,174)(1,308,174)Balance at Mar. 31, 2023 $ 26,655477,00057,210,288(51,905,848)5,808,095Balance, shares at Mar. 31, 202326,654,675 Balance at Dec. 31, 2022$ 22,339477,00053,763,929 (50,597,674)3,665,594Balance, shares at Dec. 31, 202222,338,888 Net loss (9,406,066)Balance at Sep. 30, 2023$ 37,209725,23065,950,427 (60,003,740)6,709,126Balance, shares at Sep. 30, 202337,208,759 Balance at Dec. 31, 2022$ 22,339477,00053,763,929(50,597,674)3,665,594Balance, shares at Dec. 31, 202222,338,888 Balance at Dec. 31, 2023$ 45,634725,23073,726,987(65,680,715)8,817,136Balance, shares at Dec. 31, 2023 45,634,154 Balance at Mar. 31, 2023$ 26,655477,00057,210,288(51,905,848)5,808,095Balance, shares at Mar. 31, 202326,654,675 Net loss (359,591)(359,591)Shares issued from Stock Payable - services for services$ 500219,500220,000Common Stock issued for services, shares500,000 Balance at Jun. 30, 2023$ 27,155477,00057,429,788(52,265,439)5,668,504Balance, shares at Jun. 30, 202327,154,675 Net loss (7,738,301)(7,738,301) Shares issued from Stock Payable - services for services$ 1,175456,750457,925Common Stock issued for services, shares1,175,000 Shares used for Stock Payable$ 300(192,000)191,700 Shares used for Stock Payable, shares300,000 Stock payable for services 113,500113,500Stock payable for inducement 326,730326,730Purchase of intangible asset$ 5,0002,463,5002,468,500Purchase of intangible asset, shares5,000,000 Warrant conversions $ 3,5793,332,1953,335,774Warrant conversions, shares3,579,084 Deconsolidation of SRM Entertainment and change to equity method of accounting 551,757551,757Fair value of price reduction on conversion price for notes and warrants 1,120,3331,120,333Fair value of options granted to employees 39,44439,444Fair value of warrants granted for services 364,960364,960Balance at Sep. 30, 2023$ 37,209725,23065,950,427(60,003,740)6,709,126 Balance, shares at Sep. 30, 202337,208,759 Balance at Dec. 31, 2023$ 45,634725,23073,726,987(65,680,715)8,817,136Balance, shares at Dec. 31, 2023 45,634,154 Net loss (15,674,671)(15,674,671)Shares issued from Stock Payable - services for services$ 450614,050614,500Common Stock issued for services, shares450,000 Common Stock issued from stock payable for services$ 100(113,500)113,400 Common Stock issued from stock payable for services, shares100,000 Common Stock issued from stock payable on extinguishment of debt$ 262(245,044)244,782 Common Stock issued from stock payable on extinguishment of debt, shares262,000 Shares due for services 48,40048,400Share due on warrant conversion 2,8002,800Common Stock issued for warrant conversions$ 2,7743,789,4413,792,215Common Stock issued for warrant conversions, shares2,774,119 Fair value of options granted 7,970,1347,970,134Balance at Mar. 31, 2024$ 49,220417,88686,458,794(81,355,386)5,570,514Balance, shares at Mar. 31, 202449,220,273 Balance at Dec. 31, 2023$ 45,634725,23073,726,987(65,680,715)8,817,136Balance, shares at Dec. 31, 202345,634,154 Net loss (35,878,042)Balance at Sep. 30, 2024$ 59,4831,909,894105,967,868(101,558,757)6,378,488Balance, shares at Sep. 30, 202459,482,554 Balance at Mar. 31, 2024$ 49,220417,886 86,458,794(81,355,386)5,570,514Balance, shares at Mar. 31, 202449,220,273 Net loss (8,274,094)(8,274,094)Warrant conversions$ 156153,844154,000 Warrant conversions, shares156,008 Shares due for services 31,50031,500Share due on warrant conversion (2,800)(2,800)Shares issued from Stock Payable - services for services$ 20(48,400)48,380 Shares issued from Stock Payable - services for services, shares20,000 Shares issued from Stock Payable - Conv note extinguishment344,196344,196Shares issued for employee bonus$ 250347,250347,500Shares issued for employee bonus, shares 250,000 Shares issued for private placement$ 2,3704,997,6305,000,000Shares issued for private placement, shares2,369,668 Shareholder Investment 1,000,0001,000,000Fair value of options granted 2,298,6352,298,635Balance at Jun. 30, 2024$ 52,0161,710,88294,336,033(89,629,480)6,469,451Balance, shares at Jun. 30, 202452,015,949 Net loss (11,929,277)(11,929,277)Warrant conversions$ 66 16,434 16,500Warrant conversions, shares66,000 Shares due for services$ 2,057 2,553,343 2,555,400Shares issued from Stock Payable - Conv note extinguishment332(344,196)343,864 Shares issued for employee bonus$ 250 347,250 347,500Shares issued for employee bonus, shares250,000 Shares issued for private placement$ 4,762(1,000,000) 4,916,587 3,921,349Shares issued for private placement, shares4,762,212 Fair value of options granted 2,518,521 2,518,521Shares issued from Stock Payable - Conv note extinguishment, shares330,957 Shares to be issued from stock payable - Conv note extinguishment 1,543,208 1,543,208Shares due for services, shares2,057,436 Deconsolidation from Caring Brands Inc from Company 935,836 935,836Balance at Sep. 30, 2024$ 59,483$ 1,909,894 $ 105,967,868$ (101,558,757)$ 6,378,488Balance, shares at Sep. 30, 202459,482,554~~
~~- Definition~~

~~Fair value of options granted to employees.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_AdjustmentsToAdditionalPaidInCapitalFairValueOfOptionsGrantedToEmployees Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Deconsolidation of SRM Entertainment and change to equity method of accounting.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_DeconsolidationOfSubsidiaryAndChangeToEquityMethodOfAccounting Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Stock issued during period share issued from stock payable services for services.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_StockIssuedDuringPeriodShareIssuedFromStockPayableServicesForServices Namespace Prefix:SHOT_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Stock issued during period shares due for services.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_StockIssuedDuringPeriodSharesDueForServices Namespace Prefix:SHOT_ Data Type:xbrli:sharesItemType Balance Type:na Period Type: duration~~

~~- Definition~~

~~Stock issued during period shares issued for employee bonus.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_StockIssuedDuringPeriodSharesIssuedForEmployeeBonus Namespace Prefix:SHOT_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Stock issued during period shares issued for private placement.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_StockIssuedDuringPeriodSharesIssuedForPrivatePlacement Namespace Prefix:SHOT_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Stock issued during period shares issued form stock Payable conv note extinguishment.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_StockIssuedDuringPeriodSharesIssuedFromStockPayableConvNoteExtinguishment Namespace Prefix:SHOT_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Stock issued during period shares issued from stock payable for services.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_StockIssuedDuringPeriodSharesIssuedFromStockPayableForServices Namespace Prefix:SHOT_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Shares used for Stock Payable, shares.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_StockIssuedDuringPeriodSharesUsedForStockPayableShares Namespace Prefix:SHOT_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Shares used for Stock Payable, value.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_StockIssuedDuringPeriodSharesUsedForStockPayableValue Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Stock issued during period shares warrant conversions.~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:SHOT_StockIssuedDuringPeriodSharesWarrantConversions Namespace Prefix:SHOT_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration***~~

~~***- Definition***~~

~~***Stock payable for inducement***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:SHOT_StockIssuedDuringPeriodStockPayableForInducementValue Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Stock payable for services, value***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:SHOT_StockIssuedDuringPeriodStockPayableForServicesValue Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Stock issued during period value due for services.***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:SHOT_StockIssuedDuringPeriodValueDueForServices Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Stock issued during period value due on warrant conversion.***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:SHOT_StockIssuedDuringPeriodValueDueOnWarrantConversion Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Stock issued during period value issued for employee bonus.***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:SHOT_StockIssuedDuringPeriodValueIssuedForEmployeeBonus Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Stock issued during period value issued for private placement.***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:SHOT_StockIssuedDuringPeriodValueIssuedForPrivatePlacement Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Stock issued during period value issued form stock payable services for services.***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:SHOT_StockIssuedDuringPeriodValueIssuedFormStockPayableServicesForServices Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Stock issued during period value issued from stock payable conv note extinguishment.***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:SHOT_StockIssuedDuringPeriodValueIssuedFromStockPayableConvNoteExtinguishment Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Stock issued during period value issued from stock payable for services.***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:SHOT_StockIssuedDuringPeriodValueIssuedFromStockPayableForServices Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Stock issued during period value shareholder investment.***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:SHOT_StockIssuedDuringPeriodValueShareholderInvestment Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Stock issued during period value warrant conversions.***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:SHOT_StockIssuedDuringPeriodValueWarrantConversions Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Shares to be issued from stock payable - Conv note extinguishment.***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:SHOT_StockToBeIssuedDuringPeriodValueIssuedFromStockPayableConvNoteExtinguishment Namespace Prefix:SHOT_ Data Type: xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Amount of increase (decrease) in additional paid in capital (APIC) resulting from recognition of deferred taxes for convertible debt with a beneficial conversion feature.***~~

~~***+ References***~~

~~***Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 51 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482663/740-10-55-51Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1***~~

~~***+ Details***~~
~~***Name:us-gaap_AdjustmentsToAdditionalPaidInCapitalConvertibleDebtWithConversionFeature Namespace Prefix:us-gaap_ Data Type: xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Amount of increase (decrease) to additional paid in capital (APIC) resulting from changes in fair value of common and preferred stock issued to employee benefit trust but unearned.***~~

~~***+ References***~~

~~***Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1***~~

~~***+ Details***~~
~~***Name:us-gaap_AdjustmentsToAdditionalPaidInCapitalMarkToMarket Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Amount of other increase (decrease) in additional paid in capital (APIC).***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:us-gaap_AdjustmentsToAdditionalPaidInCapitalOther Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Amount of increase to additional paid-in capital (APIC) for recognition of cost for option under share-based payment arrangement.***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:us-gaap_AdjustmentsToAdditionalPaidInCapitalShareBasedCompensationStockOptionsRequisiteServicePeriodRecognition Namespace Prefix: us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Amount of increase in additional paid in capital (APIC) resulting from the issuance of warrants. Includes allocation of proceeds of debt securities issued with detachable stock purchase warrants.***~~

~~***+ References***~~

~~***Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 470 -SubTopic 20 -Section 25 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481284/470-20-25-2***~~

~~***+ Details***~~
~~***Name:us-gaap_AdjustmentsToAdditionalPaidInCapitalWarrantIssued Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***The portion of profit or loss for the period, net of income taxes, which is attributable to the parent.***~~

~~***+ References***~~

~~***Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-9Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting***~~

~~***https://asc.fasb.org/1943274/2147478000/740-323-65-2Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482765/220-10-50-6Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-1Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-8Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 17: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-10Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479105/946-220-45-7Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(18)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(1)(d)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 23: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 28: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 29: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 30: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 31: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 32: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 33: http://www.xbrl.org/2003/role/disclosureRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-7Reference 34: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 35: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1AReference 36: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1BReference 37: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1***~~

~~+ Details~~

~~Name:us-gaap_NetIncomeLoss Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Number of shares issued which are neither cancelled nor held in the treasury.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_SharesOutstanding Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant~~

~~- Definition~~

~~Number of shares issued during the period as a result of the conversion of convertible securities.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1Reference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 505 -SubTopic 10 -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-3~~

~~***+ Details***~~
~~***Name:us-gaap_StockIssuedDuringPeriodSharesConversionOfConvertibleSecurities Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration***~~

~~***- Definition***~~

~~***The number of shares issued during the period upon the conversion of units. An example of a convertible unit is an umbrella partnership real estate investment trust unit (UPREIT unit).***~~

~~***+ References***~~

~~***Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 505 -SubTopic 10 -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-3***~~

~~***+ Details***~~
~~***Name:us-gaap_StockIssuedDuringPeriodSharesConversionOfUnits Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration***~~

~~***- Definition***~~

~~***Number of shares issued in lieu of cash for services contributed to the entity. Number of shares includes, but is not limited to, shares issued for services contributed by vendors and founders.***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~
~~***Name:us-gaap_StockIssuedDuringPeriodSharesIssuedForServices Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration***~~

~~***- Definition***~~

~~***Number of new stock issued during the period.***~~

~~***+ References***~~

~~***Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 505 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478448/946-505-50-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph***~~

~~(SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-03(i)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479886/946-10-S99-3Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1~~

~~+ Details~~

~~Name:us-gaap_StockIssuedDuringPeriodSharesNewIssues Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Number of shares of stock issued during the period as part of a transaction to acquire assets that do not qualify as a business combination.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_StockIssuedDuringPeriodSharesPurchaseOfAssets Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~The gross value of stock issued during the period upon the conversion of convertible securities.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -~~

~~***Paragraph 1 -Subparagraph (SX 210.5-02(31)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1***~~

~~***+ Details***~~

~~***Name:us-gaap_StockIssuedDuringPeriodValueConversionOfConvertibleSecurities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Value of stock issued during the period upon the conversion of units. An example of a convertible unit is an umbrella partnership real estate investment trust unit (UPREIT unit).***~~

~~***+ References***~~

~~***Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(31)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1***~~

~~+ Details~~

~~Name:us-gaap_StockIssuedDuringPeriodValueConversionOfUnits Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Value of stock issued in lieu of cash for services contributed to the entity. Value of the stock issued includes, but is not limited to, services contributed by vendors and founders.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_StockIssuedDuringPeriodValueIssuedForServices Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Equity impact of the value of new stock issued during the period. Includes shares issued in an initial public offering or a secondary public offering.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-11Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-4Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 505 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478448/946-505-50-2Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1~~

~~+ Details~~

~~Name:us-gaap_StockIssuedDuringPeriodValueNewIssues Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Value of shares of stock issued during the period as part of a transaction to acquire assets that do not qualify as a business combination.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_StockIssuedDuringPeriodValuePurchaseOfAssets Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Amount of equity (deficit) attributable to parent. Excludes temporary equity and equity attributable to noncontrolling interest.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(31)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 5: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 8: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 12: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 13: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 14: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 310 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SAB Topic 4.E) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480418/310-10-S99-2~~

~~*+ Details*~~

~~*Name:us-gaap_StockholdersEquity Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant XML 73*~~
~~*R6.htm IDEA: XBRL DOCUMENT*~~
~~*Condensed Consolidated Statement of Cash Flows (Unaudited) - USD ($)3 Months Ended9 Months Ended12 Months Ended*~~
~~*Sep. 30, 2024*~~
~~*Sep. 30, 2023*~~
~~*Sep. 30, 2024*~~
~~*Sep. 30, 2023*~~
~~*Dec. 31, 2023*~~
~~*Cash flows from operating activities: Net (loss) from continued operations$ (11,630,093)$ (7,277,606)$ (35,578,858)$ (9,144,538) Bad debt expense 4,816 Depreciation and Amortization expense 318,035112,442 Gain on sale of fixed assets (23,308) Fair value of shares issued for services rendered 3,249,801791,425 Fair value of shares issued for inducement 326,730 FV of shares issued for employees bonus 695,000 Fair value of options issued for services 12,787,29039,444 Fair value of warrants issued for services 364,960 Loss on extinguishment 1,120,333$ 1,120,333Unrealized gain/loss on equity investment 599,155726,884 Gain on sale of SRM Stock (431,972) Realized gain/loss on sale of marketable securities 269,723356,359 Unrealized gain/loss on marketable securities 101,088(216,664) Adjustments to reconcile net income to net cash provided by (used in) operating activities Prepaid expenses and deposits 526,556(181,946) Right of Entry asset 133,027122,458 Accounts receivable 354371,803 Inventory 272,23394,157 Accounts payable (227,924)(59,862) Accrued liabilities 187,188130,938 Lease liability (142,432)(118,894) Net cash (used in) continuing operating activities (17,241,736)(5,182,463) Reclassification to discontinued operations Income (loss) from discontinued operations (299,184)(261,528) Reclassification to assets & liabilities held for sale 863,065 Net cash (used in) discontinued operations (299,184)601,537 Cash flows from investing activities: Cash paid for purchase of assets (200,000) Cash paid for SRM Inc. (390,478) Cash received for sales of SRM stock 490,000 Cash received from SRM Inc. 345,032 Cash received for sale of marketable securities 417,445665,631 Cash paid for marketable securities (14,332) Net change to value of marketable securities 1,534,814 Cash paid for investment (572,694)(508,800) Purchase of equipment (87,162)(108,954) Proceeds from sale of assets 39,100 Net cash (used in) investing activities 247,5891,362,013 Cash flows from financing activities Shares issued for cash 6,786,449 Shares issued for warrant conversion 3,962,715 Loans to affiliates (699,952) Shares issued for private placement 9,921,832 Deconsolidation of CBI from SS 935,836 Borrowings on debt 199,097 Payments on debt (156,436) Net cash (used in) provided by investing activities 14,820,3836,129,158 Net (decrease) in cash and cash equivalents (2,472,948)2,910,245 Cash and cash equivalents at the beginning of the period 3,833,3491,477,5521,477,552Cash and cash equivalents at the end of the period$ 1,360,401$ 4,387,7971,360,4014,387,797$ 3,833,349SUPPLEMENTAL CASH FLOW INFORMATION: Cash paid for interest Cash paid for income taxes Non-cash items: Reclassification of Held to Maturity investments to Marketable Securities 3,417,100 Common Stock issued from stock payable on extinguishment of debt 245,044 Common Stock issued from stock payable on service 161,900192,000 Common Stock issued form stock payable on warrant conversions 2,800 Shares issued for GBB asset purchase 2,468,500 Reclassification for SRM Ltd deconsolidation $ 146,800 Investment in GBB asset 175,000 Shares issued for note conversion $ 1,543,208*~~

~~*- Definition*~~

~~*Common stock issued from stock payable on warrant conversions*~~

~~*+ References*~~

~~*No definition available.*~~

~~*+ Details*~~

~~*Name:SHOT_CommonStockIssuedFormStockPayableOnWarrantConversions Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type: credit Period Type:duration*~~

~~*- Definition*~~

~~*Common stock issued from stock payable on extinguishment of debt*~~

~~*+ References*~~

~~*No definition available.*~~

~~*+ Details*~~

~~*Name:SHOT_CommonStockIssuedFromStockPayableOnExtinguishmentOfDebt Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type: credit Period Type:duration*~~

~~*- Definition*~~

~~*Common stock issued from stock payable on service*~~

~~*+ References*~~

~~*No definition available.*~~

~~*+ Details*~~

~~*Name:SHOT_CommonStockIssuedFromStockPayableOnService Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration*~~

~~*- Definition*~~

~~*Deconsolidation of business.*~~

~~*+ References*~~

~~*No definition available.*~~

~~*+ Details*~~

~~*Name:SHOT_DeconsolidationOfBusiness Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration*~~

~~*- Definition*~~

~~*Fair value of options issued for services*~~

~~*+ References*~~

~~*No definition available.*~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_FairValueOfOptionsIssuedForServices Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~Fair value of shares issued for employees bonus.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_FairValueOfSharesIssuedForEmployeesBonus Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~Fair value of shares issued for inducement~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_FairValueOfSharesIssuedForInducement Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~Fair value of shares issuedf or services rendered.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_FairValueOfSharesIssuedForServicesRendered Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~Fair value of warrants issued for services~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_FairValueOfWarrantsIssuedForServices Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~Gain loss on sale of stock.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_GainlossOnSaleOfStock Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Increase decrease in right of use assets.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_IncreaseDecreaseInRightOfUseAssets Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Investment in GBB asset.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_InvestmentInGbbAsset Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Net change to value of marketable securities.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_NetChangeToValueOfMarketableSecurities Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~Payment of loan to affiliate~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_PaymentOfLoanToAffiliate Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Proceeds for related parites.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_PaymentsForRelatedParties Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Proceeds from shares issued for warrant conversion.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_ProceedsFromSharesIssuedForWarrantConversion Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Realized gain loss on sale of marketable securities~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_RealizedGainlossOnSaleOfMarketableSecurities Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Reclassification for Srm Ltd deconsolidation~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_ReclassificationForSrmLtdDeconsolidation Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: duration~~

~~- Definition~~

~~Reclassification of held to maturity investments to marketable securities~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_ReclassificationOfHeldToMaturityInvestmentsToMarketableSecurities Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Shares issued for Gbb Asset Purchase~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_SharesIssuedForGbbAssetPurchase Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Unrealized loss on marketable securities.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~
~~Name:SHOT_UnrealizedGainLossOnMarketableSecurities Namespace Prefix:SHOT_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: duration~~

~~- References~~

~~No definition available.~~

~~+ Details~~
~~Name:us-gaap_AdjustmentsToReconcileNetIncomeLossToCashProvidedByUsedInOperatingActivitiesAbstract Namespace Prefix:us-gaap_ Data Type: xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Amount of cash and cash equivalents, and cash and cash equivalents restricted to withdrawal or usage; including, but not limited to, disposal group and discontinued operations. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-8Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-4~~

~~+ Details~~

~~Name:us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsIncludingDisposalGroupAndDiscontinuedOperations Namespace Prefix: us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant~~

~~- Definition~~

~~Amount of increase (decrease) in cash, cash equivalents, and cash and cash equivalents restricted to withdrawal or usage; including effect from exchange rate change. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 1 -SubTopic 230 -Topic 830 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477401/830-230-45-1~~

~~+ Details~~

~~Name:us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseIncludingExchangeRateEffect Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~Amount of cash inflow (outflow) of operating activities of discontinued operations. Operating activity cash flows include transactions, adjustments, and changes in value not defined as investing or financing activities.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 5B -Subparagraph (c)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-5B~~

~~+ Details~~

~~***Name:us-gaap_CashProvidedByUsedInOperatingActivitiesDiscontinuedOperations Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration***~~

~~***- Definition***~~

~~***The aggregate expense recognized in the current period that allocates the cost of tangible assets, intangible assets, or depleting assets to periods that benefit from use of the assets.***~~

~~***+ References***~~

~~***Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (b) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 3: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 49 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-49Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22***~~

~~***+ Details***~~

~~***Name:us-gaap_DepreciationDepletionAndAmortization Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type: duration***~~

~~***- Definition***~~

~~***Amount of tax expense (benefit) for an increase (decrease) to a gain (loss) previously reported in discontinued operations in a prior period.***~~

~~***+ References***~~

~~***Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 740 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482659/740-20-45-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 3A -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-3AReference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 5C -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-5CReference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-4Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 205 -SubTopic 20 -Section 45 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-5***~~

~~+ Details~~

~~Name:us-gaap_DiscontinuedOperationTaxEffectOfAdjustmentToPriorPeriodGainLossOnDisposal Namespace Prefix:us-gaap_ Data Type: xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~Amount of unrealized gain (loss) on investment in equity security measured at fair value with change in fair value recognized in net income (FV-NI).~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(3)(d)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 321 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479536/321-10-50-4~~

~~+ Details~~

~~Name:us-gaap_EquitySecuritiesFvNiUnrealizedGainLoss Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: duration~~

~~- Definition~~

~~Difference between the fair value of payments made and the carrying amount of debt which is extinguished prior to maturity.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (b) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 470 -SubTopic 50 -Section 40 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481303/470-50-40-2Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 470 -SubTopic 50 -Section 40 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481303/470-50-40-4~~

~~***+ Details***~~

~~***Name:us-gaap_GainsLossesOnExtinguishmentOfDebt Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Amount of gain (loss) on sale or disposal of assets utilized in financial service operations.***~~

~~***+ References***~~

~~***No definition available.***~~

~~***+ Details***~~

~~***Name:us-gaap_GainsLossesOnSalesOfAssets Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***~~

~~***- Definition***~~

~~***Amount after tax of income (loss) from continuing operations attributable to the parent.***~~

~~***+ References***~~

~~***Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(13)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 10: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 11: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 45 -Paragraph 18 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-18***~~

~~***+ Details***~~

~~***Name:us-gaap_IncomeLossFromContinuingOperations Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: duration***~~

~~***- Definition***~~

~~***Amount after tax of income (loss) from a discontinued operation including the portion attributable to the noncontrolling interest. Includes, but is not limited to, the income (loss) from operations during the phase-out period, gain (loss) on disposal, gain (loss) for reversal of write-down (write-down) to fair value, less cost to sell, and adjustments to a prior period gain (loss) on disposal.***~~

~~***+ References***~~

~~***Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(12)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 270 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477349/740-270-45-3Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-7Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 3A -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-3AReference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 5C -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-5CReference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 3B -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-3BReference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-4Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-1Reference 9: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-3***~~

~~+ Details~~

~~Name:us-gaap_IncomeLossFromDiscontinuedOperationsNetOfTax Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Amount, after refund, of cash paid to foreign, federal, state, and local jurisdictions as income tax.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2A -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-2AReference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 23 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482685/740-10-50-23Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482685/740-10-50-22Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 50 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-2~~

~~+ Details~~

~~Name:us-gaap_IncomeTaxesPaidNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~The increase (decrease) during the reporting period in the aggregate amount of liabilities incurred (and for which invoices have typically been received) and payable to vendors for goods and services received that are used in an entity's business.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28~~

~~+ Details~~

~~Name:us-gaap_IncreaseDecreaseInAccountsPayable Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type: duration~~

~~- Definition~~

~~The increase (decrease) during the reporting period in amount due within one year (or one business cycle) from customers for the credit sale of goods and services.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28~~

~~+ Details~~

~~Name:us-gaap_IncreaseDecreaseInAccountsReceivable Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: duration~~

~~- Definition~~

~~The increase (decrease) during the reporting period in the aggregate amount of expenses incurred but not yet paid.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28~~

~~+ Details~~

~~Name:us-gaap_IncreaseDecreaseInAccruedLiabilities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type: duration~~

~~- Definition~~

~~The increase (decrease) during the reporting period in the aggregate value of all inventory held by the reporting entity, associated with underlying transactions that are classified as operating activities.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28~~

~~+ Details~~

~~Name:us-gaap_IncreaseDecreaseInInventories Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Amount of increase (decrease) in obligation for operating lease.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph (g)(1) -SubTopic 20 -Topic 842 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-4~~

~~+ Details~~

~~Name:us-gaap_IncreaseDecreaseInOperatingLeaseLiability Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~The increase (decrease) during the reporting period in the amount of outstanding money paid in advance for goods or services that bring economic benefits for future periods.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28~~

~~+ Details~~

~~Name:us-gaap_IncreaseDecreaseInPrepaidExpense Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: duration~~

~~- Definition~~

~~Amount of cash paid for interest, excluding capitalized interest, classified as operating activity. Includes, but is not limited to, payment to settle zero-coupon bond for accreted interest of debt discount and debt instrument with insignificant coupon interest rate in relation to effective interest rate of borrowing attributable to accreted interest of debt discount.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 17 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-17Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-25Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-2~~

~~+ Details~~

~~Name:us-gaap_InterestPaidNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_NetCashProvidedByUsedInDiscontinuedOperationsAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Amount of cash inflow (outflow) from financing activities, including discontinued operations. Financing activity cash flows include obtaining resources from owners and providing them with a return on, and a return of, their investment; borrowing money and repaying amounts borrowed, or settling the obligation; and obtaining and paying for other resources obtained from creditors on long-term credit.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24~~

~~+ Details~~

~~Name:us-gaap_NetCashProvidedByUsedInFinancingActivities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_NetCashProvidedByUsedInFinancingActivitiesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Amount of cash inflow (outflow) from investing activities, including discontinued operations. Investing activity cash flows include making and collecting loans and acquiring and disposing of debt or equity instruments and property, plant, and equipment and other productive assets.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24~~

~~+ Details~~

~~Name:us-gaap_NetCashProvidedByUsedInInvestingActivities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_NetCashProvidedByUsedInInvestingActivitiesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Amount of cash inflow (outflow) from operating activities, excluding discontinued operations. Operating activity cash flows include transactions, adjustments, and changes in value not defined as investing or financing activities.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-25~~

~~+ Details~~

~~Name:us-gaap_NetCashProvidedByUsedInOperatingActivitiesContinuingOperations Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:na Period Type:duration~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_NetCashProvidedByUsedInOperatingActivitiesContinuingOperationsAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_NoncashInvestingAndFinancingItemsAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type: duration~~

~~- Definition~~

~~The cash outflow for acquisition of buildings (properties) whether for investment or use.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 13 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-13~~

~~+ Details~~

~~Name:us-gaap_PaymentsToAcquireBuildings Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Amount of cash outflow for purchase of marketable security.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 320 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481830/320-10-45-11~~

~~+ Details~~

~~Name:us-gaap_PaymentsToAcquireMarketableSecurities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: duration~~

~~- Definition~~

~~Amount of cash outflow to acquire investments classified as other.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 13 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-13~~

~~+ Details~~

~~Name:us-gaap_PaymentsToAcquireOtherInvestments Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: duration~~

~~- Definition~~

~~Amount of cash outflow from the acquisition of or improvements to long-lived, physical assets used to produce goods and services and not intended for resale, classified as other.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 13 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-13~~

~~+ Details~~

~~Name:us-gaap_PaymentsToAcquireOtherPropertyPlantAndEquipment Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~The cash inflow associated with the amount received from the sale of a business segment or subsidiary or sale of an entity that is related to it but not strictly controlled during the period (for example, an unconsolidated subsidiary, affiliate, joint venture or equity method investment).~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 12 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-12~~

~~+ Details~~

~~Name:us-gaap_ProceedsFromDivestitureOfBusinessesAndInterestsInAffiliates Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~The cash inflow from the additional capital contribution to the entity.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 14 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-14~~

~~+ Details~~

~~Name:us-gaap_ProceedsFromIssuanceOfCommonStock Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type: duration~~

~~- Definition~~

~~The cash inflow during the period from additional borrowings in aggregate debt. Includes proceeds from short-term and long-term debt.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 14 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-14~~

~~+ Details~~

~~Name:us-gaap_ProceedsFromIssuanceOfDebt Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~The cash inflow associated with the amount received from entity's raising of capital via private rather than public placement.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 14 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-14~~

~~+ Details~~

~~Name:us-gaap_ProceedsFromIssuanceOfPrivatePlacement Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~Amount of cash inflow from sale, maturity, prepayment and call of investment in debt security measured at fair value with change in fair value recognized in other comprehensive income (available-for-sale).~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 320 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481830/320-10-45-11Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-11Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 12 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-12~~

~~+ Details~~

~~Name:us-gaap_ProceedsFromSaleAndMaturityOfAvailableForSaleSecurities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~The cash inflow associated with the aggregate amount received by the entity through sale or maturity of marketable securities (held-to-maturity or available-for-sale) during the period.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_ProceedsFromSaleAndMaturityOfMarketableSecurities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~The cash inflow from disposal of asset without physical form usually arising from contractual or other legal rights, excluding goodwill.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 12 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-12~~

~~+ Details~~

~~Name:us-gaap_ProceedsFromSaleOfIntangibleAssets Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~Amount of expense (reversal of expense) for expected credit loss on accounts receivable.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 326 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 13 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479319/326-20-50-13Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2~~

~~+ Details~~

~~Name:us-gaap_ProvisionForDoubtfulAccounts Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration~~

~~- Definition~~

~~Amount of cash outflow for short-term and long-term debt. Excludes payment of lease obligation.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 15 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-15~~

~~+ Details~~

~~Name:us-gaap_RepaymentsOfDebt Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~The fair value of stock issued in noncash financing activities.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-4Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-3Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 50 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-5~~

~~+ Details~~

~~Name:us-gaap_StockIssued1 Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_SupplementalCashFlowInformationAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type: duration XML 74 R7.htm IDEA: XBRL DOCUMENT~~

~~Organization and Business Operations9 Months Ended~~

~~Sep. 30, 2024~~

~~Accounting Policies [Abstract] Organization and Business Operations~~

~~Note 1 - Organization and Business Operations~~

~~Safety Shot Inc. (NASDAQ: SHOT) was formerly known as Jupiter Wellness Inc. In August 2023, the Company successfully completed the asset purchase of the functional beverage Safety Shot from GBB Drink Lab, Inc. (“GBB”), thereby gaining ownership of various assets, including the intellectual property, trade secrets, and trademarks associated with its liquid dietary supplement that can lower blood alcohol content by supporting its metabolism (the “Sure Shot Dietary Supplement”). Concurrently with the purchase, the Company changed its name to Sure Shot, Inc. and changed its NASDAQ trading symbol to SHOT. The Company launched the Sure Shot Dietary Supplement in December 2023.~~

~~The Sure Shot Dietary Supplement has a well-established clinical development infrastructure and fits within the Company’s existing over-the-counter and health and wellness products. The Company will continue its current products line as an operating division and is committed to supporting health and wellness by developing innovative solutions to a range of conditions. We take pride in our research and development of our products and intellectual property, which aim to address some of the most prevalent health and wellness concerns today. We are dedicated to staying up-to-date with the latest scientific research and technology, ensuring that our products are effective, safe, and meet the highest industry standards.~~

~~To achieve our mission, we rely on a team of highly skilled and experienced professionals who are committed to advancing our vision of health and wellness. Our team includes scientists,~~

~~researchers, product developers, and business experts who collaborate to create new products and enhance existing ones. We also partner with industry leaders and organizations to leverage the latest technologies and expand our reach.~~

~~We generate revenue through various channels through the sales of our consumer products. Our products are available through various retailers and e-commerce platforms, making them accessible to a broad customer base. Additionally, we collaborate with other companies to license our intellectual property, creating additional revenue streams and expanding our global presence.~~

~~Going Concern Consideration~~

~~As of September 30, 2024, and December 31, 2023, the Company had accumulated deficits of $ and $), respectively, and cash flow used in operations of $ and $ for the nine months ended September 30, 2024 and year ended December 31, 2023. The Company has incurred and expects to continue to incur significant costs in pursuit of its expansion and development plans. At September 30, 2024 and December 31, 2023, the Company had $ and $, respectively, in cash and working capital of $ and $, respectively. These conditions have raised substantial doubt about the Company's ability to continue as a going concern as noted by our auditors, M&K CPAS, PLLC.(101,558,757) (65,680,71517,241,73610,515,3141,360,4013,833,3491,648,8764,103,687~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_AccountingPoliciesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~The entire disclosure for the general note to the financial statements for the reporting entity which may include, descriptions of the basis of presentation, business description, significant accounting policies, consolidations, reclassifications, new pronouncements not yet adopted and changes in accounting principles.~~

~~+ References~~

~~Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 235 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/235/tableOfContentReference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 275 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/275/tableOfContentReference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 810 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/810/tableOfContentReference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 250 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/250/tableOfContent~~

~~+ Details~~

~~Name:us-gaap_OrganizationConsolidationBasisOfPresentationBusinessDescriptionAndAccountingPoliciesTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 75 R8.htm IDEA: XBRL DOCUMENT~~

~~Significant Accounting Policies9 Months Ended~~
~~Sep. 30, 2024~~
~~Accounting Policies [Abstract] Significant Accounting Policies~~
~~Note 2 - Significant Accounting Policies~~

~~Basis of Presentation~~

~~The accompanying consolidated financial statements are presented in conformity with accounting principles generally accepted in the United States of America ("GAAP") and pursuant to the rules and regulations of US Securities and Exchange Commission ("SEC").The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries, Jupiter Wellness Investments, Inc., a Florida corporation. All intercompany accounts and transactions have been eliminated.~~

~~Emerging Growth Company Status~~

~~The Company is an "emerging growth company," as defined in Section 2(a) of the Securities Act of 1933, as amended, (the "Securities Act"), as modified by the Jumpstart our Business Startups Act of 2012, (the "JOBS Act"), and it may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.~~

~~Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of the Company's financial statements with another public company which is neither an emerging growth company nor an emerging growth company which has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.~~

~~Use of Estimates~~

~~The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of expenses during the reporting period. Actual results could differ from those estimates.~~

~~Cash and Cash Equivalents~~

~~The Company considers all short-term investments with a maturity of three months or less when purchased to be cash and equivalents for purposes of the statement of cash flows. There were cash equivalents as of September 30, 2024 or December 31, 2023.no~~

~~Inventory~~

~~Inventories are stated at the lower of cost or market. The Company periodically reviews the value of items in inventory and provides write-downs or write- offs of inventory based on its assessment of market conditions. Write-downs and write-offs are charged to cost of goods sold. Inventory is based upon the average cost method of accounting. During the nine months ended September 30, 2024, the Company took a write down of certain raw materials and finished goods totaling $, due to rebranding issues. During the corresponding period for 2023, the Company had no write-downs or write-offs.1,902,279~~

~~*Net Loss per Common Share*~~

~~*Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. If applicable, diluted earnings per share assume the conversion, exercise or issuance of all common stock instruments such as options, warrants, convertible securities and preferred stock, unless the effect is to reduce a loss or increase earnings per share. As such, options, warrants, convertible securities, and preferred stock are not considered in the calculations, as the impact of the potential common shares would be to decrease the loss per share.*~~

	~~*2024*~~	~~*2023*~~	~~*2024*~~	~~*2023*~~
	~~*For the Three Months Ended September 30,*~~		~~*For the Nine Months Ended September 30,*~~	
	~~*2024*~~	~~*2023*~~	~~*2024*~~	~~*2023*~~
~~*Numerator:*~~				
~~*Net (loss)*~~	~~*(11,929,277)*~~	~~*(7,738,301)*~~	~~*(35,878,042)*~~	~~*(9,406,066)*~~
~~*Denominator:*~~				
~~*Denominator for basic earnings per share - Weighted-average common shares issued and outstanding during the period*~~	~~*55,930,639*~~	~~*29,836,485*~~	~~*51,713,368*~~	~~*27,370,658*~~
~~*Denominator for diluted earnings per share*~~	~~*55,930,639*~~	~~*29,836,485*~~	~~*51,713,368*~~	~~*27,370,658*~~
~~*Basic (loss) per share*~~	~~*(0.21)*~~	~~*(0.26)*~~	~~*(0.69)*~~	~~*(0.34)*~~
~~*Diluted (loss) per share*~~	~~*(0.21)*~~	~~*(0.26)*~~	~~*(0.69)*~~	~~*(0.34)*~~

~~*Fair Value of Financial Instruments*~~

~~*The fair value of the Company's assets and liabilities, which qualify as financial instruments under ASC Topic 820, "Fair Value Measurements and Disclosures," approximates the carrying amounts represented in the accompanying balance sheet, primarily due to their short-term nature.*~~

~~*Revenue Recognition*~~

~~*The Company generates its revenue from the sale of its products directly to the end user or through a distributor (collectively the "customers").*~~

~~*The Company recognizes revenues by applying the following steps in accordance with FASB Accounting Standards Codification 606 "Revenue from Contracts with Customers" ("ASC 606"). Under ASC 606, revenues are recognized when control of the promised goods or services are transferred to a customer, in an amount that reflects the consideration that the Company expects to receive in exchange for those goods or services. The Company applies the following five steps in order to determine the appropriate amount of revenue to be recognized as it fulfills its obligations under each of its agreements:*~~

~~*●identify the contract with a customer; ●identify the performance obligations in the contract; ●determine the transaction price; ●allocate the transaction price to performance obligations in the contract; and ●recognize revenue as the performance obligation is satisfied.*~~

~~*The Company's performance obligations are satisfied when goods or products are shipped on a FOB shipping point basis as title passes when shipped. Our products are generally paid in advance of shipment or standard net 30 days and we offer no specific right of return, refund or warranty related to our products except for cases of defective products of which there have been none to date.*~~

~~*Accounts Receivable and Credit Risk*~~

~~*Accounts receivable are generated from sales of the Company's products. The Company provides an allowance for doubtful collections, which is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. During the nine months ended September 30, 2024 and year ended December 31, 2023, the Company recognized allowance for doubtful collections.*~~*no*

~~*Impairment of Long-Lived Assets*~~

~~*We evaluate long-lived assets (including intangible assets) for impairment whenever events or changes in circumstances indicate that the carrying amount of a long-lived asset may not be recoverable. An asset is considered impaired if its carrying amount exceeds the undiscounted future net cash flow the asset is expected to generate.*~~

~~*Intangible Assets*~~

~~*Intangible assets consist of patents and trademarks, purchased customer contracts, purchased customer and merchant relationships, purchased trade names, purchased technology, and non-compete agreements. Intangible assets are amortized over the period of estimated benefit using the straight-line method and estimated useful lives ranging from one to twenty years. No significant residual value is estimated for intangible assets. We evaluate long-lived assets (including intangible assets) for impairment whenever events or changes in circumstances indicate that the carrying amount of a long-lived asset may not be recoverable. An asset is considered impaired if its carrying amount exceeds the undiscounted future net cash flow the asset is expected to generate. The Company's evaluation of its long-lived assets resulted in impairment during the nine months ended September 30, 2024, or year ended December 31, 2023.*~~*no*

~~*Research and Development*~~

~~*The Company accounts for research and development costs in accordance with the Accounting Standards Codification subtopic 730-10, Research and Development ("ASC 730-10"). Under ASC 730-10, all research and development costs must be charged to expense as incurred. Accordingly, internal research and development costs are expensed as incurred. Third-party research and developments costs are expensed when the contracted work has been performed or as milestone results have been achieved. Company-sponsored research and development costs related to both present and future products are expensed in the period incurred. The Company incurred research and development expenses of $ and $ for the nine-months ended September 30, 2024, and 2023, respectively.*~~~~*271,71998,091*~~

~~*Stock Based Compensation*~~

~~*The Company recognizes compensation costs to employees under FASB Accounting Standards Codification 718 "Compensation - Stock Compensation" ("ASC 718"). Under ASC 718, companies are required to measure the compensation costs of share-based compensation arrangements based on the grant-date fair value and recognize the costs in the financial statements over the period during which employees are required to provide services. Share based compensation arrangements include stock options and warrants. As such, compensation cost is measured on the date of grant at their fair value. Such compensation amounts, if any, are amortized over the respective vesting periods of the option grant.*~~

~~*On October 24, 2018, the inception date, the Company adopted ASU No. 2018-07 "Compensation - Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting." These amendments expand the scope of Topic 718, Compensation - Stock Compensation (which currently only includes share-based payments to employees) to include share-based payments issued to non-employees for goods or services. Consequently, the accounting for share-based payments to nonemployees and employees will be substantially aligned.*~~

~~*Income Taxes*~~

~~*The Company accounts for income taxes under ASC 740 Income Taxes ("ASC 740"). ASC 740 requires the recognition of deferred tax assets and liabilities for both the expected impact of differences between the financial statement and tax basis of assets and liabilities and for the expected future tax benefit to be derived from tax loss and tax credit carry forwards. ASC 740 additionally requires a valuation allowance to be established when it is more likely than not that all or a portion of deferred tax assets will not be realized.*~~

~~*ASC 740 also clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements and prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. ASC 740 also provides guidance on derecognition, classification, interest and penalties, accounting in interim period, disclosure and transition. Based on the Company's evaluation, it has been concluded that there are no significant uncertain tax positions requiring recognition in the Company's financial statements. Since the Company was incorporated on October 24, 2018, the evaluation was performed for 2018 tax year which would be the only period subject to examination. The Company believes that its income tax positions and deductions would be sustained on audit and does not anticipate any adjustments that would result in a material changes to its financial position. The Company's policy for recording interest and penalties associated with audits is to record such items as a component of income tax expense.*~~

~~*The Company's deferred tax asset at December 31, 2023 consists of net operating loss carry forwards calculated using federal and state effective tax rates equating to approximately $ less a valuation allowance in the amount of $.*~~~~*8,658,4848,658,484*~~

~~*Related parties*~~

~~*The Company follows subtopic 850-10 of the FASB Accounting Standards Codification for the identification of related parties and disclosure of related party transactions.*~~

~~*Pursuant to Section 850-10-20 the related parties include a. affiliates of the Company; b. entities for which investments in their equity securities would be required, absent the election of the fair value option under the Fair Value Option Subsection of Section 825-10-15, to be accounted for by the equity method by the investing entity; c. trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; d. principal owners of the Company; e. management of the Company; f. other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and g. other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.*~~

~~*The consolidated financial statements shall include disclosures of material related party transactions, other than compensation arrangements, expense allowances, and other similar items in*~~

~~the ordinary course of business. However, disclosure of transactions that are eliminated in the preparation of consolidated or combined financial statements is not required in those statements. The disclosures shall include: a. the nature of the relationship(s) involved; b. a description of the transactions, including transactions to which no amounts or nominal amounts were ascribed, for each of the periods for which income statements are presented, and such other information deemed necessary to an understanding of the effects of the transactions on the financial statements; c. the dollar amounts of transactions for each of the periods for which income statements are presented and the effects of any change in the method of establishing the terms from that used in the preceding period; and d. amounts due from or to related parties as of the date of each balance sheet presented and, if not otherwise apparent, the terms and manner of settlement.~~

~~Recent Accounting Pronouncements~~

~~The company evaluated issued pronouncements and did not identify any recent pronouncements that apply to the Company.~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_AccountingPoliciesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~The entire disclosure for all significant accounting policies of the reporting entity.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483426/235-10-50-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 235 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/235/tableOfContent~~

~~+ Details~~

~~Name:us-gaap_SignificantAccountingPoliciesTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 76 R9.htm IDEA: XBRL DOCUMENT~~
~~Accounts Receivable 9 Months Ended~~
~~Sep. 30, 2024~~
~~Credit Loss [Abstract] Accounts Receivable~~
~~Note 3 - Accounts Receivable~~

~~At September 30, 2024 and December 31, 2023, the Company had accounts receivable of $ and $, respectively.5,2315,585~~

~~- Definition~~

~~The entire disclosure for accounts receivable, contract receivable, receivable held-for-sale, and nontrade receivable.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 310 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/310/tableOfContentReference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 326 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/326/tableOfContent~~

~~+ Details~~

~~Name:us-gaap_AccountsAndNontradeReceivableTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_CreditLossAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration XML 77 R10.htm IDEA: XBRL DOCUMENT~~
~~Prepaid Expenses and Deposits9 Months Ended~~
~~Sep. 30, 2024~~
~~Prepaid Expenses And Deposits Prepaid Expenses and Deposits~~
~~Note 4 - Prepaid Expenses and Deposits~~

~~At September 30, 2024, the Company had prepaid expenses and deposits totaling $ consisting of $ of prepaid orders, $ of prepaid insurance, and $ of deposits on raw materials. At December 31, 2023 the Company had prepaid expenses and deposits totaling $, consisting of $ of deposits on raw materials, prepaid insurance of $, and prepaid orders of $.1,029,351319,216270,869439,2671,469,7331,073,82356,335339,575~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:SHOT_DisclosurePrepaidExpensesAndDepositsAbstract Namespace Prefix:SHOT_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Prepaid Expenses and Deposits Disclosure [Text Block]~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name:SHOT_PrepaidExpensesAndDepositsDisclosureTextBlock Namespace Prefix:SHOT_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 78 R11.htm IDEA: XBRL DOCUMENT~~

~~Inventory~~ ~~9 Months Ended~~
~~Sep. 30, 2024~~
~~Inventory Disclosure [Abstract]~~ ~~Inventory~~
~~Note 5 - Inventory~~

~~At September 30, 2024, the Company had inventory of $ consisting of $ of raw materials and $ of finished goods. At December 31, 2023, the Company had inventory of $, consisting $ of raw materials and packaging supplies and $ of finished goods.~~523,591192,032331,559795,824746,66349,161

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_InventoryDisclosureAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~The entire disclosure for inventory. Includes, but is not limited to, the basis of stating inventory, the method of determining inventory cost, the classes of inventory, and the nature of the cost elements included in inventory.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 330 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/330/tableOfContent~~

~~+ Details~~

~~Name:us-gaap_InventoryDisclosureTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 79 R12.htm IDEA: XBRL DOCUMENT~~

~~Marketable Securities~~ ~~9 Months Ended~~
~~Sep. 30, 2024~~
~~Cash and Cash Equivalents [Abstract]~~ ~~Marketable Securities~~
~~- Note 6 Marketable Securities~~

~~At December 31, 2022, the Company had invested $ in Jupiter Wellness Sponsor LLC ("JWSL"), a limited liability company formed for the sole purpose of sponsorship of Jupiter Wellness Acquisition Corp. ("JWAC"), a special purpose acquisition company ("SPAC") and an unconsolidated subsidiary. On May 2, 2023, JWAC's stockholders approved JWAC's business combination with Chijet Inc. and its affiliates including Chijet Motor Company Inc. (collectively "Chijet"), at its Special Meeting of Stockholders and closed the transaction on June 1, 2023. As a result, on June 27, 2023, the Company received a total of shares of restricted common stock of Chijet (Nasdaq: CJET) in exchange for its Loans. In August 2023, the Company received additional shares of ChiJet due to downside protection clauses in the business combination agreements. In May 2023, the Company purchased shares of JWAC (now Chijet) common stock for $ and in September and October 2023, the Company purchased an additional , shares for $. At December 31, 2023 the Company, the Company held common shares of Chijet (the "CJET Shares") valued at $. These CJET Shares are considered trading securities and are categorized as marketable securities on the balance sheet. During the year ended December 31, 2023 the Company sold ChiJet shares for a realized gain of $.~~2,908,3001,662,43496,00048,000508,80018,20036,3301,200,821842,976271,679238,834

~~At the end of September 30, 2024, all of the Company's CJET Shares have been sold. During the nine months ended September 30, 2024, the Company realized a $~~269,723 ~~loss.~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_CashAndCashEquivalentsAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~The entire disclosure of cash, cash equivalents, and debt and equity securities, including any unrealized or realized gain (loss).~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 320 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/320/tableOfContent~~

~~+ Details~~

~~Name:us-gaap_CashCashEquivalentsAndMarketableSecuritiesTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 80 R13.htm IDEA: XBRL DOCUMENT~~

~~Note Receivable~~ ~~9 Months Ended~~
~~Sep. 30, 2024~~
~~Disclosure Note Receivable Abstract~~ ~~Note Receivable~~
~~Note 7 – Note Receivable~~

~~On September 23, 2024, the Company entered into a loan agreement with Yerbae Brands Corp. ("Yerbae") pursuant to which the Company loaned an aggregate of $ to Yerbae. The loan is due 11 months from issuance. The loan has an original issue discount so the amount due is $. The Company has been working on increasing its relationship with Yerbae, whom the Company believes can not only help enhance the distribution network for our products but can lead to other synergistic opportunities.~~500,000540,000

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:SHOT_DisclosureNoteReceivableAbstract Namespace Prefix:SHOT_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration~~

~~- Definition~~

~~Note receivable [Text Block]~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name:SHOT_NoteReceivableTextBlock Namespace Prefix:SHOT_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 81 R14.htm IDEA: XBRL DOCUMENT~~

~~Intangible Assets~~ ~~9 Months Ended~~
~~Sep. 30, 2024~~

~~Goodwill and Intangible Assets Disclosure [Abstract]~~ ~~Intangible Assets~~
~~- Note 8 Intangible Assets~~

~~Safety Shot Acquisition~~

~~On July 10, 2023, the Company entered into an Asset Purchase Agreement (the “APA”) with GBB Drink Lab, Inc. (“GBB”) under the terms of which the Company acquired certain assets of GBB (the “Purchased Assets”) which included the patents for a blood alcohol reduction product Safety Shot, an over-the- counter dietary supplement that can lower blood alcohol content by supporting its metabolism. The purchase price was shares of the Company’s restricted common stock, valued at $, plus $in cash and additional amounts based upon achieving certain benchmarks. At the time of purchase GBB had no employees, no revenues and no operations and reported its only asset was intellectual property. Using guidance provided under the FASB Accounting Standards Update No. 2017-01, the transaction was accounted for as a single asset purchase and the entire purchase price of $ was allocated to the patents. The APA also contains two earn-out provisions that entitle GBB to additional consideration for the Purchased Assets in the maximum amount of $ as follows: (i) in the event that during the Earn-Out Period, the Company receives cash proceeds of at least $ from exercises of the Company’s $ Warrants at an exercise price of $ per Common Share (“Milestone 1”), the Company shall pay to the Seller $ payable in cash; and (ii) in the event that during the Earn-Out Period, the Company receives cash proceeds of at least $ from exercises of the Company’s outstanding July 2021 Warrants at an exercise price of $ per Common Share (“Milestone 2” and collectively with Milestone 1, the “Earn-Out Milestones” and individually, an “Earn-Out Milestone”), the Company shall pay to the Seller an additional $ in cash. In December 2023, the Company paid an additional $ under the earn-our provisions which was allocated to the patents. As of September 30, 2024, GBB is entitled to an additional payment of $ under Milestone 2).5,000,0002,468,500200,000Clarifying the Definition of a business, 2,668,5005,500,00011,000,0001.001.002,500,00014,000,0001.403,000,0002,000,000175,000~~

~~The patents will be amortized over twelve years (the remaining 12-year life of the patents). During the nine months ended September 30, 2024 and year ended December 31, 2023, the Company recognized $ and $ of amortization expense, respectively.305,550157,443~~

~~Purchase Price:~~ ~~Allocation of Purchase Price:~~
~~Cash~~ ~~$~~ ~~2,200,000~~
~~Patents~~ ~~4,913,194~~
~~Fair value of stock issued~~
~~2,468,500~~ ~~Amortization~~ ~~(462,993)~~ ~~69,694~~
~~Addition legal costs for patent $~~ ~~Contingent Liability~~
~~175,000~~ ~~4,913,194~~ ~~Balance~~ ~~4,450,201~~
~~$~~

~~- References~~

~~No definition available.~~

~~+ Details~~

~~Name:us-gaap_GoodwillAndIntangibleAssetsDisclosureAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type: duration~~

~~- Definition~~

~~The entire disclosure for goodwill and intangible assets.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 350 -SubTopic 30 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/350-30/tableOfContentReference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 350 -SubTopic 20 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/350-20/tableOfContent~~

~~+ Details~~

~~Name:us-gaap_GoodwillAndIntangibleAssetsDisclosureTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 82 R15.htm IDEA: XBRL DOCUMENT~~

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/BC<_!WQ;> M.FI:?'HWA;XV?M_^+/%5E\6]-U"ZUC7_(C_L-MX5N_&UO\8]7O_"MO\(M+^/UKK6E?!CX\:M;>(/@G?306^K_%+P:N MF?#&[G\=>!_AW-#(==T_P"
S7$'_"Z9O 0FC+=[XY_;]_9'^&_C M6[\ >,_B[!I&OZ7K/PET77KN/P7\1=5\'^%'^.\_V+X.ZYXT^(FC>$-1^'_@ MKP5\1=6:'P[X8^(/BSQ/HW@2_P#%=YIWA)?
$:^)=2L-*N?B;PM_P35^+OA_X M0?!KX87'Q+^'=Y=_"O\ X)>?M&?\$^+G6XM/\400:UXG^-]W\%AIGQ4MM/=9 MY=/T+PY9?!*PDOO!\E]>:CJ-
SXMN;:W\2V?:#^R[XU^+?Q7_;E_M9/\ $DN@VGPR^)'[+G[!'P0^)WCI],\56\UQH?@WP=\5="^,4'PH:)?VOAFPU236='N/@3XC\0>&_'WB/2OB'(^G_#N\
/TJUC]N?\ 97T& M_P#&^GZI\5(H&^'GA'XZ^.O$E_'X.^(-YH4OAC]F#Q5IG@;]HV^\+>)++PG< M>'O'MS\#/&FKV/A/XJZ1X$U/Q)K7@;Q&;K1O$6GV&H:?
J%O:XDW_4'_9'M MO#_COQ1=?%#4[71/AM?_?M?%UU=_"SXPVLUH?[0.K2:!\$?'.DZ?<> (] M2\4_"?XJ:];ZAH7@?
XR>%;36OA1X@UK1O$&DV'C.74/#NNV^G_$WQ+_X)N?M M'?$[QC\3_%7B;X]?"[7;KQ?\-/\ @IE\$] U?6? GC>7Q59_##]N74O!^M?" M+2;F^C\<-H&@Z?\
LVVG@[P_X!C\(>%?#5IH7CS2]'U_XFZC=V7Q1^*OB[4] M/]-^)7P#\&?#*/\ :'^('[46EZW\3/@=^T'^Q#^RC^P;X_\ AM\'?A7\<_C; MXXU:+X;:[^U%9^(;ZW\
(?!OX?^+/'EUH?Q&?]K75/#B7VG:1:MX(MO!=AXBU M/6MWBR2'P> ?I/HOQ!\*>(M?\?\ AC1;V^OM9^%^IZ3HOC:%- \0QVFE:SK?
MA;2/&VGZ3::K/I46DZ_J;>%M?T+6;RP\.WVK76F6^M:2FIQ6=QJ-G#-\@'_@ MII^Q:VA/XEM_BEXEU'1I/AEKWQCT>ZT?X&_'_6I/&/PV\'>)[#P=\0_$WPYL
MM)^%M[?_!,B^$^OZHEO\:--^'UKXFUGX+V.HV.M_%33O"&AW<&I2>G_L(+OQ M+JOAB*;2-2ET"&QTSP+I.H:<+NS@\)^%/#]AIN_3=/L8$^+_(9?\$]_BMX"
M\._;2[SQU\/]4U#X.?L8_MT_LLWEU;)XDL[77-9_:^^*7P&^)>B^,+2&73[ MJ>QTSP*?@!I6AZEI$MQ<76N#QK?ZG:7VF?\ ")VVG>*@#[?U#]L+]FO3?&/A
MSP+)\5]$O=<\52?"B'2;S0]/\0^)/"$5Q\=VUJ/X)VVN?$+P_H^I^ ?"UU\6 MKC0;RS^'-KXG\3:/<>,K^\|/Z?H$=_>^*_"\&L7O!7[5?P*^(=AI6I>#_%VJ
M:K!K7QP\9?LX6-N_@'XC:9JG_"Z/AY#XLN/'/@J]T75_"5AK&E/X4M_OB^? M7->U2PL_"]A#X?U&2?6U2(%OS@O?^"HZ3\#?"5_\>OA%J_@_P"!?_#N M?5_
^G^(?A_X[U1O!6O_+&/C+PGJWQ,@\&Z7IWCSP_X;@/QBLO#=QK-MX]U M'2I_B+I\.JWGPDUC6-2\!Q:%J_ASW/\ 9I^&WA?QK^V+^TO^T_X"A^*VA?"3
MQ$_A2Q_X03XG_"3XA?"/2M4_:^\/Z1J/P@^.'QT\+>$_C)X.\'^-+R>7X%?# MO]G[X2Z%\1/#>DIX UVSM/B7%X5US7+S7_&]Q* ?67BC]J;X">#/B=9?![Q'
M\0;6P\?7>N^_/"\VGQ:'XHU'1=#\4?%9?$!^&7ACQ?XSTS0[WP3X)\2?$%_# M6HVW@S0?&'B+0]6\27USX>T_2+.[OO%OA6WUG'[8W]-(UCQ'HEQ\5=)T^X\
M+^"_B)\1+[4=7TGQ-HWAG4_!/PA\6Z5X"^*OB/P?XPU71+/PGX^T[X<>-M?\ M.^%/'#>!M:\12^%]?\2^&M*UJ.SO/$6BQ7WRS^T9^QA^T+\;_CE%XZM_C3\-
M'^'ASXT_L>_&?X8^%_&O@+QCK&L_#.?]G[X@6'B/XD^%/#L.A^/M!\(&X^( MUK;WVN1?$Z?06^(5V^JS_"CQ!?3_\TOPG>^&/.=#_X)U?M%1_LL>._V)M:
M_:D\%VGP5\'626_[(OQ$T#X,:C-\=? -WX+^*/A_XO?L\W?QKOM8^(\W@3XD M67P*USPMX<\,:[I/A;PUX%F^.^@Z%%8ZKKFM?#V_N]9TW4@#[QM/VNO@-J.F>
M);[3/$OBG5=2\'^,-<\ ^)_ND_"7XOZK\6]%\8>'/!GAWXC:OH=[\%]/\!W M/Q;2YA\ ^,?!?C*VD7P4]KJ?AKQMX)UC3)[RQ\8^&IM4\SU;_@I#^Q1HM]I-
MK=_'72+FRUFQ^!>LV_BO1O"GQ!\1?#NQ\*_M,PK+\!?'OB+XG>'_EJ?P[\ M*?#/XH7$EMI'ACXG^)_%&D?#Z?Q)J&E^%KGQ+;>)-6TW2KKP7XJ_L>_M;_&&
M7X$?&CQI\2_V1]_:0^#E]\0_#^H>"M=_9V\6^)OV6?%_P_(?BYIWP[@\<^% M9_#WB3XH:K\2M,^(]EXL^%G@GXA>#?BS8^)8UT>WTBY^%]SX'O-#\0^(/%=_
MX.?V8/%GQB^-W[?W[*6I'P5I2?PG^+W()O[$_P,^(WC31/.M?#W1;?PSIUA^ MT7I?QAT]G_P=:?VOX/_+2B\^*M/\#/AK1T\:RS?LYZAXA\$^,/%=W\6K
M@V7A37 #]3?@'^TEX)_:)N/C#'X)TCQMIMO\&OC!XN^#&LW?C#P5XJ\(Q:SX MB\#S1:9XAO="?Q%HVF0:CIMOX@BU?
```