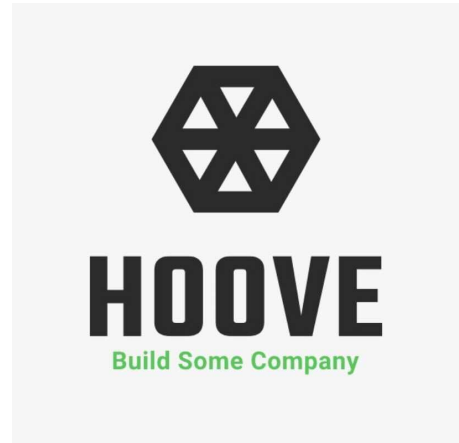


CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Idea Trek LLC d/b/a Hoove Crypto

A Delaware Corporation



A Delaware Corporation

\$5,000,000

This offering is being made by Idea Trek LLC, Inc., a Delaware corporation. We are offering for sale Hoove Crypto Token, \$1 par value per token, at \$1 per token (“tokens”). The offering is made in reliance upon an exemption from registration under the federal securities laws provided by Rule 506(b) of Regulation D as promulgated by the United States Securities and Exchange Commission (the “**SEC**” or the “**Commission**”) under the Securities Act of 1933, as amended (the “**Securities Act**” or the “**1933 Act**”). There is currently no public market for our tokens.

We expect the offering to commence on the date of this memorandum set forth below. The offering will terminate upon the earlier of (i) the sale of 5,000,000 tokens or (ii) September 30, 2025, unless terminated earlier, or extended for an additional ninety (90) days, in our sole discretion. The tokens will be offered on a “best efforts,” no minimum basis. There is no firm commitment by any person to purchase or sell the tokens offered herein. The minimum investment is 500 tokens, or \$500, although we may, in our sole discretion, accept subscriptions for a lesser amount. We reserve the right to reject orders for the purchase of tokens in whole or in part, and if a subscription is rejected the subscriber’s funds will be returned without interest the next business day after rejection. The proceeds from the sale will be payable to us in cash. Upon receipt and acceptance of a subscription, the proceeds will be immediately deposited in a bank account of ours to be used as specified herein.

THE SECURITIES OFFERED HEREIN INVOLVE A HIGH DEGREE OF RISK. SEE “RISK FACTORS”.

	Sales Proceeds	Sales Commissions ⁽¹⁾	Proceeds to the Company ⁽²⁾
Per token of tokens	\$1	\$0.00	\$1
Total offering	\$5,000,000	\$0.00	\$5,000,000

(1)

The tokens are being offered by members of our management team on a “best efforts,” no minimum basis. No commissions or similar compensation will be paid to the members of our management team or to broker-dealers in connection with the sale of our tokens in this offering.

(2)

Before deducting certain expenses incurred in connection with the offering, including but not limited to, legal fees, accounting fees, printing costs and state and federal filing fees, if any. We estimate that these expenses will not exceed \$5,000.

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (“SEC” OR “COMMISSION”) NOR ANY STATE SECURITIES ADMINISTRATOR HAS APPROVED OR DISAPPROVED THE SECURITIES OFFERED HEREIN NOR HAS THE COMMISSION OR ANY STATE SECURITIES ADMINISTRATOR PASSED UPON THE ADEQUACY OR ACCURACY OF THE DISCLOSURES CONTAINED IN THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM OR THE MERITS OF AN INVESTMENT IN THE SECURITIES OFFERED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE 1933 ACT, OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED IN RELIANCE UPON CERTAIN EXEMPTIONS FROM REGISTRATION UNDER SUCH LAWS. SUCH EXEMPTIONS IMPOSE SUBSTANTIAL RESTRICTIONS ON THE SUBSEQUENT TRANSFER OF SECURITIES SUCH THAT AN INVESTOR HEREIN MAY NOT SUBSEQUENTLY RESELL THE SECURITIES OFFERED HEREIN UNLESS THE SECURITIES ARE SUBSEQUENTLY REGISTERED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. SEE “RISK FACTORS,” “SUITABILITY STANDARDS” AND “PLACEMENT OF THE OFFERING.”

THE DATE OF THIS OFFERING MEMORANDUM IS March 15, 2021.

[This space intentionally left blank]

CONDITIONS AND DISCLAIMERS

THE FOLLOWING STATEMENTS CONTAIN CONDITIONS IMPOSED UPON THE OFFERING OF SECURITIES HEREIN AND DISCLAIMERS REGARDING INFORMATION CONTAINED ELSEWHERE IN THIS MEMORANDUM, WHICH CONDITIONS AND DISCLAIMERS APPLY GENERALLY TO ALL REPRESENTATIONS AND STATEMENTS MADE IN THIS MEMORANDUM OR OTHERWISE. PROSPECTIVE SUBSCRIBERS ARE URGED TO REVIEW THE FOLLOWING CONDITIONS AND DISCLAIMERS CLOSELY AND TO DIRECT ANY QUESTIONS REGARDING THE SAME TO US OR TO HIS OR HER PERSONAL ADVISOR. ALL STATEMENTS, REPRESENTATIONS OR OTHER INFORMATION CONTAINED IN THIS MEMORANDUM OR OTHERWISE PROVIDED TO PROSPECTIVE SUBSCRIBERS ARE QUALIFIED IN THEIR ENTIRETY BY THE FOLLOWING CONDITIONS AND DISCLAIMERS.

THE SECURITIES DESCRIBED IN THIS MEMORANDUM HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, IN RELIANCE UPON THE EXEMPTIONS SPECIFIED IN SAID ACT, NOR HAVE THESE SECURITIES BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE IN RELIANCE UPON THE EXEMPTIONS FROM REGISTRATION SPECIFIED UNDER APPLICABLE STATE SECURITIES LAWS AND REGULATIONS.

A SUBSCRIBER MUST BEAR THE ECONOMIC RISK OF INVESTMENT IN THE SECURITIES OFFERED HEREIN. BECAUSE THE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SEC OR REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE, THE tokenS ISSUABLE HEREUNDER MAY NOT BE RESOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER FEDERAL AND APPLICABLE STATE LAW OR AN OPINION OF COUNSEL TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. SEE "RISK FACTORS."

THIS OFFERING IS DIRECTED TO ACCREDITED INVESTORS AND UP TO 35 NON-ACCREDITED INVESTORS. SEE "SUBSCRIBER SUITABILITY STANDARDS."

DELIVERY OF THIS MEMORANDUM TO ANYONE OTHER THAN A DESIGNATED OFFEREE OR INDIVIDUALS RETAINED BY THE OFFEREE TO ADVISE HIM OR HER WITH RESPECT TO THIS OFFERING IS UNAUTHORIZED AND MAY CONSTITUTE A VIOLATION OF FEDERAL AND STATE SECURITIES LAWS. ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR ANY DISCLOSURE OF ITS CONTENTS, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS PROHIBITED.

EXCEPT AS OTHERWISE INDICATED, THIS MEMORANDUM SPEAKS AS OF ITS DATE OF ISSUE. NEITHER THE DELIVERY HEREOF, NOR ANY SALE MADE HEREUNDER, SHALL CREATE AN IMPLICATION THAT OUR AFFAIRS HAVE CONTINUED WITHOUT CHANGE SINCE SUCH DATE.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THE SECURITIES OFFERED HEREIN IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS UNLAWFUL OR UNAUTHORIZED.

EXCEPT AS SET FORTH ABOVE, NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OTHER THAN THOSE WHICH MAY BE CONTAINED HEREIN. IF MADE, SUCH INFORMATION MUST NOT BE RELIED UPON.

NO STATEMENT CONTAINED HEREIN SHALL BE DEEMED TO MODIFY, SUPPLEMENT, OR CONSTRUE IN ANY WAY THE PROVISIONS OF ANY DOCUMENTS ATTACHED HERETO AS EXHIBITS OR LISTED HEREIN OR ANY OF THE LANGUAGE CONTAINED THEREIN. ANY STATEMENT MADE HEREIN WITH RESPECT TO ANY SUCH DOCUMENT IS QUALIFIED BY REFERENCE TO THE TEXT OF SUCH DOCUMENT.

PROSPECTIVE SUBSCRIBERS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, BUSINESS, OR TAX ADVICE. EACH PROSPECTIVE SUBSCRIBER SHOULD CONSULT HIS OWN ATTORNEY, BUSINESS ADVISER, OR TAX ADVISER CONCERNING LEGAL, BUSINESS, TAX, AND RELATED MATTERS RELATING TO THIS INVESTMENT.

THE SECURITIES ARE OFFERED SOLELY BY THIS MEMORANDUM AND ARE SUBJECT TO PRIOR SALE. WE RESERVE THE RIGHT, IN OUR DISCRETION, TO WITHDRAW OR MODIFY THIS OFFERING WITHOUT PRIOR NOTICE OR TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART OR TO ALLOT TO ANY PROSPECTIVE SUBSCRIBER A LESSER NUMBER OF tokenS THAN SOUGHT TO BE PURCHASED BY SUCH SUBSCRIBER.

SUBSCRIPTION PROCEDURES

In order to subscribe for the Hoove tokens, each prospective investor is required to complete, execute and deliver the following documents:

- 1.

One copy of the investor Subscription Agreement (attached hereto as **Exhibit A**) and Registration Rights Agreement (attached hereto as **Exhibit B**); and

2.

A personal check, cashier's check, money order, or electronic transfer made payable to Idea Trek LLC, Inc., or one of its digital accounts or subsidiaries.

CAUTIONARY STATEMENT FOR PURPOSES OF THE SAFE HARBOR PROVISIONS OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

This memorandum may be deemed to contain "forward-looking" statements. We desire to take advantage of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995 and we are including this statement for the express purpose of availing ourselves of the protections of such safe harbor with respect to all of such forward-looking statements. Examples of forward-looking statements include, but are not limited to (i) projections of revenues, income or loss, earnings or loss per token, capital expenditures, growth prospects, dividends, capital structure and other financial items, (ii) statements of plans and objectives of ours or our management or Board of Directors, including the introduction of new products or services, or estimates or predictions of actions by customers, suppliers, competitors or regulating authorities, (iii) statements of future economic performance and (iv) statements of assumptions underlying other statements and statements about us or our business.

Our ability to predict projected results or to predict the effect of any legislation or other pending events on our operating results is inherently uncertain. Therefore, we wish to caution each reader of the memorandum to carefully consider specific factors, including competition for products, services and technology; the uncertainty of developing or obtaining rights to new products, services or technologies that will be accepted by the market; the effects of government regulations and other factors discussed herein because such factors in some cases have affected; and in the future (together with other factors) could affect, our ability to achieve our projected results and may cause actual results to differ materially from those expressed herein.

SPECIAL STATE LEGENDS

FOR COLORADO RESIDENTS ONLY

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE COLORADO SECURITIES ACT OF 1981, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THIS OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT AND THE COLORADO SECURITIES ACT OF 1981, AS AMENDED, IF SUCH REGISTRATION IS REQUIRED.

FOR FLORIDA RESIDENTS ONLY

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE OFFICE OF FINANCIAL RELATION OR THE STATE OF FLORIDA; NOR HAS THE OFFICE OF FINANCIAL REGULATION OR THE STATE OF FLORIDA PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING.

FOR KENTUCKY RESIDENTS ONLY

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE KENTUCKY REVISED STATUTE CHAPTER 292 SECURITIES ACT OF KENTUCKY SECURITIES ACT AND THE EXECUTIVE DIRECTOR OF THE OFFICE OF FINANCIAL INSTITUTIONS HAS NOT REVIEWED THE OFFERING OR OFFERING MEMORANDUM NOR PASSED ON OR ENDORSED THE MERITS OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES MAY NOT BE SOLD WITHOUT REGISTRATION UNDER THE ACT OR EXEMPTION THEREFROM.

FOR NEW JERSEY RESIDENTS ONLY

THE PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE NEW JERSEY BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEW JERSEY PRIOR TO ITS ISSUANCE AND USE. NEITHER THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY NOR THE BUREAU OF SECURITIES HAS PASSED ON OR ENDORSED THE MERITS OF THE MEMORANDUM (OR THE PRIVATE OFFERING CONTAINED HEREIN). ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

[This space intentionally left blank]

TABLE OF CONTENTS

<u>MEMORANDUM SUMMARY</u>	<u>1</u>
<u>SUITABILITY STANDARDS</u>	<u>2</u>
<u>RISK FACTORS</u>	<u>5</u>
<u>SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS</u>	<u>14</u>
<u>USE OF PROCEEDS</u>	<u>14</u>
<u>DIVIDEND POLICY</u>	<u>15</u>
<u>DILUTION</u>	<u>15</u>
<u>PROPERTY</u>	<u>20</u>
<u>LEGAL PROCEEDINGS</u>	<u>20</u>
<u>MANAGEMENT</u>	<u>20</u>
<u>EXECUTIVE COMPENSATION</u>	<u>20</u>
<u>CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS</u>	<u>21</u>
<u>tokenS ELIGIBLE FOR FUTURE SALE</u>	<u>22</u>
<u>PLACEMENT OF THE OFFERING</u>	<u>22</u>
<u>LEGAL MATTERS</u>	<u>23</u>
<u>EXPERTS</u>	<u>23</u>
<u>ADDITIONAL INFORMATION</u>	<u>23</u>

Exhibits

- A Subscription Documents
- B Registration Rights Agreement

MEMORANDUM SUMMARY

This summary highlights information contained elsewhere in this memorandum but might not contain all of the information that is important to you. Before investing in our tokens, you should read the entire memorandum carefully, including the “Risk Factors” section and our historical financial statements and the notes thereto attached as part of this memorandum.

For purposes of this memorandum, unless otherwise indicated or the context otherwise requires, all references herein to “Idea Trek LLC, Inc.,” “Ideatrek,” the “Company,” “we,” “us,” and “our” refer to Idea Trek LLC, Inc., a Delaware corporation.

The Company

Idea Trek LLC, Inc. was formed as a Delaware corporation on August 17, 2017. We are in the sole business of working with early stage and novice founders to bootstrap their companies. The Company is a SEC registered Edgar Filing Agent.

EDGAR performs automated collection, validation, indexing, acceptance, and forwarding of submissions by companies and others who are required by law to file forms with the SEC. Its primary purpose is to increase the efficiency and fairness of the securities market for the benefit of investors, corporations, and the economy by accelerating the receipt, acceptance, dissemination, and analysis of time-sensitive corporate information filed with the agency. This system requires participants or their filing agents to file disclosure information with the SEC in an electronic format rather than by traditional paper filing. This electronic format, usually in HTML or ASCII, and now in XBRL, includes additional submission information and coding tags within the document for aid in the SEC’s analysis of the document and retrieval by the public. In short, EDGAR allows registrants to file, and the public to retrieve, disclosure information electronically.

Ideatrek converts client documents into an acceptable EDGAR format and transmits these converted documents with the SEC via secure telecommunication. Emphasis on security, an efficient filing process, quality, and client satisfactions allows Ideatrek to offer value to SEC reporting companies and individuals.

Corporate Information

Idea Trek LLC, Inc. was incorporated under the laws of the State of Delaware on August 17, 2017.

Our Chief Executive Officer, Principal Accounting Officer, President and Secretary has not been in bankruptcy, receivership or any similar proceeding.

Our principal executive offices are located at 379 Liberty St. 101N Rockland, MA. The telephone number at our principal executive offices is 781-320-2501. Our website address is www.ideatrek.io/hoove. Information on our web site is not part of this memorandum.

The Offering

Securities Offered:	5,000,000 tokens at \$1 per token
tokens Outstanding:	
Prior to the offering	ideatrek.io/hoove for updated circ
After the offering	5,000,000
(Assuming the sale of all tokens offered)	
Use of Proceeds:	The net proceeds are used by the venture associates to develop attributed revenue, which impacts the Hoove index, which pegs the value of 1 hoove
Risk Factors:	Purchase of the tokens offered hereby involves substantial risks, including but not limited to, risks associated with the need for additional financing, a lack of profitability, our dependence upon key personnel and external competition, among others. See "Risk Factors."

SUITABILITY STANDARDS

An investment in our tokens is suitable only for persons who have sufficient financial means to afford a total loss of their investment (see "Risk Factors") and who also have no need for liquidity with respect to their investment. Additionally, we will impose certain standards which prospective investors must meet in order to invest. These standards have been imposed to enable us to comply with our obligations under applicable federal and state securities laws. It should be noted that these suitability standards are minimum requirements for prospective investors and satisfaction of these requirements does not necessarily mean that the Hoove tokens are a suitable investment for a prospective investor.

The Company must reasonably believe that each such investor has sufficient financial means to afford a total loss of his investment and either alone or with his purchaser representative, has such knowledge and experience in financial and business matters that he is capable of adequately evaluating the merits and risks of the investment. Further, each investor must acquire the tokens for his own account and not

for the account of others, for investment purposes only and not with a view to, or for, resale distribution or fractionalization thereof.

The tokens may be sold to an unlimited number of so called “accredited investors” as defined in Rule 230.501 under Regulation D.

The tokens may be sold to no more than 35 non-accredited investors.

Prospective subscribers should be aware that some states impose more restrictive suitability requirements for investments than are imposed above. In the event a subscriber is a resident of a state which imposes more restrictive suitability standards than those described, the subscriber will be required to satisfy the more restrictive standards or requirements.

For purposes hereof, an “accredited investor,” as defined under the Securities Act shall mean any person who comes within any of the following categories, or who we reasonably believe comes within any of the following categories, at the time of the sale of Hoove tokens to that person:

(i)

any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a State, its political subdivisions, or any agency or instrumentality of a State or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(ii)

any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(iii)

any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(iv)

any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer or general partner of a general partner of that issuer;

(v)

any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase, exceeds \$1,000,000;

(vi)

any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(vii)

any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and

(viii)

any entity in which all of the equity owners are accredited investors.

Each investor must acquire the Hoove tokens for his own account and not for the account of others, for investment purposes only and not with a view to, or for resale, distribution or fractionalization thereof.

Prior to our acceptance of any subscription, each prospective investor must represent, by completing and signing the Subscription Agreement attached hereto as **Exhibit A** and having his representative(s), if any, complete a Purchaser Representative Questionnaire that:

he understands that the Hoove tokens represent a speculative, high risk investment, and that he must bear the economic risk of that investment for an indefinite period of time because the tokens have not been registered under the Act or applicable state blue sky or securities laws and that he therefore cannot sell his tokens unless they are subsequently so registered or an exemption from registration is available, and that any transfer will require our approval;

(i)

he understands that the Hoove tokens will bear a restrictive legend prohibiting transfers thereof except in compliance with the provisions of the Subscription Agreement and applicable securities laws and will not be transferred of record except in compliance therewith;

(ii)

he is acquiring the Hoove tokens for investment solely for his own account and without any intention of reselling or distributing them;

(iii)

if the prospective investor is not a natural person, it was not organized or reorganized for the specific purpose of acquiring the Hoove tokens;

(iv)

we have, during the course of the offering and prior to the sale of the Hoove tokens, accorded him and his representatives, if any, the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and to obtain any additional information, to the extent we or our agent possess such information or could have acquired it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this memorandum;

(v)

he, alone or in conjunction with his purchaser representative, if any, has substantial knowledge and experience in business and financial matters, and is an experienced and sophisticated investor fully capable of evaluating the risks and merits of the proposed investment in the Hoove tokens;

(vi)

considering his business and financial circumstances (including, but not limited to, health problems, unusual family responsibilities and requirements for current income) and all other factors, the prospective investor is able to bear the economic risk of an illiquid investment in the Hoove tokens, including the risk of loss of the entire amount of the prospective investor's investment; and

(vii)

the information provided by the prospective investor in his Subscription Agreement and Purchaser Representative Questionnaire (if applicable) is true and accurate.

We may make or cause to be made such further inquiry and obtain such additional information as we deem appropriate with regard to the suitability of prospective investors. We may reject subscriptions in whole or in part if, in our reasonable judgment, we deem such action to be in our best interest. If this offering is oversubscribed, we will, in our sole discretion, determine which subscriptions will be accepted.

If any information or representation made by a prospective investor or others acting on his behalf mislead us as to the financial or other circumstances of such investor, and if, because of any error or misunderstanding as to such circumstances, a copy of this memorandum is delivered to any prospective investor, this memorandum must be returned to us immediately. The suitability standards set forth herein may be altered or waived by us as to any particular investor or investors without notice of any kind.

THE SUITABILITY STANDARDS DISCUSSED ABOVE REPRESENT MINIMUM SUITABILITY STANDARDS FOR PROSPECTIVE INVESTORS. EACH PROSPECTIVE INVESTOR IS ENCOURAGED TO CONSULT WITH HIS LEGAL, TAX AND OTHER ADVISORS TO DETERMINE WHETHER AN INVESTMENT IN THE Hoove tokens IS APPROPRIATE IN HIS PARTICULAR CIRCUMSTANCES.

Prospective investors and purchaser representatives are urged to request any additional information they may consider necessary in making an informed investment decision. We will make available to each prospective investor and his purchaser representative, if any, the opportunity to ask questions of, and receive answers from, us or a person acting on our behalf concerning the terms and conditions of this offering or any other relevant matters. We will respond with any additional information necessary to verify the accuracy of the information set forth in this memorandum to the extent that we possess such information or can acquire it without unreasonable effort or expense.

RISK FACTORS

This memorandum contains forward-looking statements. Actual results could differ materially from those projected in the forward-looking statements as a result of certain of the risk factors set forth below. The tokens being offered hereby involve a high degree of risk. Prospective investors should consider the following risk factors inherent in and affecting the business of the Company and an investment in the tokens. Any of the following risks could adversely affect our business, financial condition and results of

operations. We have incurred substantial losses from inception while realizing limited revenues and we may never generate substantial revenues or be profitable in the future.

RISKS RELATED TO OUR BUSINESS

WE NEED TO RAISE ADDITIONAL CAPITAL TO MEET OUR FUTURE BUSINESS REQUIREMENTS AND SUCH CAPITAL RAISING MAY BE COSTLY OR DIFFICULT TO OBTAIN AND COULD DILUTE CURRENT tokenHOLDERS' OWNERSHIP INTERESTS.

We are seeking to raise \$5,000,000 at \$1 per token in this offering on a best efforts basis to implement our plan and meet our capital needs for the next 12 months of operations. We will use the proceeds from this offering to pay for administrative, conversion software upgrades, website upgrades, search engine optimization and other marketing strategies for our business. See the section entitled "Use Of Proceeds" for a description of the manner in which we plan to use proceeds from this offering. At this time, we have not secured or identified any additional financing. We do not have any firm commitments or other identified sources of additional capital from third parties or from our officer and director or from other token holders. There can be no assurance that additional capital will be available to us, or that, if available, it will be on terms satisfactory to us. Any additional financing will involve dilution to our existing token holders. If we do not obtain additional capital on terms satisfactory to us, or at all, it may cause us to delay, curtail, scale back or forgo some or all of our business operations, which could have a material adverse effect on our business and financial results and investors would be at risk to lose all or a part of any investment in our Company.

UNCERTAINTY EXISTS AS TO WHETHER OUR BUSINESS WILL HAVE SUFFICIENT FUNDS OVER THE NEXT 12 MONTHS THEREBY MAKING AN INVESTMENT IN Ideatrek SPECULATIVE.

We are selling tokens to support new founders on their quest to prove themselves to investors. The risk of loss occurs if the founder is unable to generate attributed revenue. If this occurs, then the Hoove index is lowered, and that could impact the speculative, market value of the token.

WE ARE DEPENDENT UPON OUR leaders services to see value in the near and likely long term.

Currently, our leading members and hoove holders are necessary to increase the hoove index. Our goal is to bring on enough associates, but for now we are limited to only a few positively producing associates.

OUR FUTURE SUCCESS WILL DEPEND ON OUR ABILITY TO INCREASE REVENUES.

- We need to find new clients to pay up front
- Motivate associates to deliver
- Promote mutual support between associates and Hoove holders.

If we are not successful in the execution of these strategies, our business, results of operations and financial condition will be materially adversely affected.

WE HAVE LOSSES WHICH WE EXPECT TO CONTINUE INTO THE FUTURE AND THERE IS NO ASSURANCE OUR FUTURE OPERATIONS WILL RESULT IN PROFITABLE REVENUES. IF WE CANNOT GENERATE SUFFICIENT REVENUES TO OPERATE PROFITABLY OR WE ARE UNABLE

TO RAISE ADDITIONAL FUNDS, WE MAY ENTER INTO A BUSINESS COMBINATION WHICH MAY ULTIMATELY DECREASE tokenHOLDER VALUE OR CAUSE US TO CEASE OPERATIONS.

We expect to see a hoove index below 1 for the foreseeable future. As long as this remains stable, we should be ok, but if it drops significantly and investors seek to redeem their hoove at the index, we could run out of the necessary fund to continue supporting the associates.

Our future success will depend on our ability to increase and enhance our market position by: (1) upgrading our conversion software to add value to our conversion services (2) keeping our pricing models on par with those of our competitors and (3) increasing our online visibility.

We also believe our ability to compete depends on a number of factors outside of our control, including:

.
the prices at which others offer competitive services, including aggressive price competition and discounting;

.
the ability and willingness of our competitors to finance customers' filing requirements;

.
the ability of our competitors to undertake more extensive marketing campaigns than we can;

.
the extent, if any, to which our competitors develop proprietary tools that improve their ability to compete with us;

.
the ability of our customers to perform the services themselves; and

.
the extent of our competitors' responsiveness to customer needs.

In order to be competitive, we must have the ability to respond promptly and efficiently to the ever-changing marketplace. We must establish our name as a reliable and constant source for professional conversion and transmission services. Any significant increase in competitors or competitors with better, more efficient services could make it more difficult for us to gain market token or establish and generate revenues. We may not be able to compete effectively on these or other factors.

WE MAY NOT BE SUCCESSFUL IN INCREASING OUR BRAND AWARENESS WHICH WOULD ADVERSELY AFFECT OUR BUSINESS, RESULTS OF OPERATIONS AND FINANCIAL CONDITION.

Our future success will depend, in part, on our ability to increase the brand awareness of our website and the services we offer. If our marketing efforts are unsuccessful or if we cannot increase our brand awareness, our business, financial condition and results of operations would be materially adversely affected. In order to build our brand awareness, we must succeed in our marketing efforts, provide high quality services and increase traffic to our website. We intend to spend a significant portion of the proceeds of this offering to expand our marketing efforts as part of our brand-building efforts. These efforts may not be successful which could have an adverse effect on our business, results of operations and financial condition.

WE MAY NOT BE SUCCESSFUL IN DEVELOPING NEW AND ENHANCED SERVICES AND FEATURES.

Our market is characterized by rapidly changing technologies, evolving industry standards, frequent new product and service introductions and changing customer demands. To be successful, we must adapt to our rapidly changing market by continually enhancing our existing services and adding new services to address our customers' changing demands. We could incur substantial costs if we need to modify our services or infrastructure to adapt to these changes. Our business could be adversely affected if we were to incur significant costs without generating related revenues or if we cannot adapt rapidly to these changes.

Our business could also be adversely affected if we experience difficulties in introducing new or enhanced services or if these services are not favorably received by users. We may experience technical or other difficulties that could delay or prevent us from introducing new or enhanced services. Furthermore, after these services are introduced, we may discover errors in these services which may require us to significantly modify our software or hardware infrastructure to correct these errors.

OUR BUSINESS COULD BE ADVERSELY AFFECTED BY A DOWNTURN IN THE FINANCIAL SERVICES and associated INDUSTRIES.

We are dependent upon the continued demand for the distribution of business and financial information over the Internet, making our business susceptible to a downturn in the financial services industry. For example, a decrease in the number of individuals investing their money in the equity markets could result in a decrease in the number of companies deciding to become or remain public. This downturn could have a material adverse effect on our business, results of operations and financial condition.

WE MAY NOT BE ABLE TO SUCCESSFULLY MANAGE OUR GROWTH.

We could experience growth over a short period of time, which could put a significant strain on our managerial, operational and financial resources. We must implement and constantly improve our certification processes and hire, train and manage qualified personnel to manage such growth. We have limited resources and may be unable to manage our growth. Our business strategy is based on the assumption that our customer base, geographic coverage and service offerings will increase. If this occurs it will place a significant strain on our managerial, operational, and financial resources. If we are unable to manage our growth effectively, our business will be adversely affected. As part of this growth, we may have to implement new operational and financial systems and procedures and controls to expand, train and manage our employees, especially in the areas of EDGAR conversion and transmission. If we fail to develop and maintain our services and processes as we experience our anticipated growth, demand for our services and our revenues could decrease.

ANY TEMPORARY CESSATION IN OPERATIONS COULD CAUSE US TO LOSE CLIENTS.

Any temporary cessation in operations could cause the loss of current and prospective clients. Our clients will not have the ability to delay filings and would seek services elsewhere causing us to lose

revenue. Investors would be at high risk to lose all of their investment should we have a temporary cessation of operations.

SMALL PUBLIC COMPANIES ARE INHERENTLY RISKY AND WE MAY BE EXPOSED TO MARKET FACTORS BEYOND OUR CONTROL. IF SUCH EVENTS WERE TO OCCUR IT MAY RESULT IN A LOSS OF YOUR INVESTMENT.

Managing a small public company involves a high degree of risk. Few small public companies ever reach market stability and we will be subject to oversight from governing bodies and regulations that will be costly to meet. Our present officer has limited experience in managing a fully reporting public company, so we may be forced to obtain outside consultants to assist us with meeting these requirements. These outside consultants are expensive and can have a direct impact on our ability to be profitable. This will make an investment in our Company a highly speculative and risky investment.

RISKS RELATED TO OUR INDUSTRY

WE ARE DEPENDENT ON THE INTERNET INFRASTRUCTURE.

Our future success will depend, in significant part, upon the maintenance of the various components of the Internet infrastructure, such as a reliable backbone network with the necessary speed, data capacity and security, and the timely development of enabling products, such as high-speed modems, which provide reliable and timely Internet access and services. To the extent that the Internet continues to experience increased numbers of users, frequency of use or increased user bandwidth requirements, we cannot be sure that the Internet infrastructure will continue to be able to support the demands placed on it or that the performance or reliability of the Internet will not be adversely affected. Furthermore, the Internet has experienced a variety of outages and other delays as a result of damage to portions of its infrastructure or otherwise, and such outages or delays could adversely affect our Web site and the Web sites of our co-branded partners, as well as the Internet service providers and online service providers our customers use to access our services. In addition, the Internet could lose its viability as a commercial medium due to delays in the development or adoption of new standards and protocols that can handle increased levels of activity. We cannot predict whether the infrastructure and complementary products and services necessary to maintain the Internet as a viable commercial medium will be developed or maintained.

WE ARE SUBJECT TO UNCERTAIN GOVERNMENT REGULATION AND OTHER LEGAL UNCERTAINTIES RELATING TO THE INTERNET.

There are currently few laws or regulations that specifically regulate communications or commerce on the Internet. Any new laws or regulations relating to the Internet could adversely affect our business. In addition, current laws and regulations may be applied and new laws and regulations may be adopted in the future that address issues such as user privacy, pricing, taxation and the characteristics and quality of products and services offered over the Internet. For example, several telecommunications companies have petitioned the Federal Communications Commission to regulate Internet service providers and online service providers in a manner similar to long distance telephone carriers and to impose access fees on these companies. This could increase the cost of transmitting data over the Internet, which could

increase our expenses and discourage people from using the Internet to obtain business and financial information. Moreover, it may take years to determine the extent to which existing laws relating to issues such as property ownership, libel and personal privacy are applicable to the Internet.

WE FACE WEB SECURITY CONCERNS THAT COULD HINDER INTERNET COMMERCE.

Any well-publicized compromise of Internet security could deter more people from using the Internet or from using it to conduct transactions that involve transmitting confidential information, such as token trades or purchases of goods or services. Because a portion of our revenue is based on individuals using credit cards to purchase subscriptions over the Internet and a portion from advertisers who seek to encourage people to use the Internet to purchase goods or services, our business could be adversely affected by this type of development. We may also incur significant costs to protect against the threat of security breaches or to alleviate problems, including potential private and governmental legal actions, caused by such breaches.

RISKS ASSOCIATED WITH THIS OFFERING

THERE IS NO FIRM COMMITMENT TO PURCHASE THE tokens BEING OFFERED, AND AS A RESULT INITIAL INVESTORS ASSUME ADDITIONAL RISK.

This is a best efforts, no minimum offering of Hoove tokens being conducted solely by certain members of our management. There is no commitment by anyone to purchase any of the tokens being offered. We cannot give any assurance that any or all of the tokens will be sold. There is no minimum and we will retain any amount of proceeds received from the sale of the tokens. Moreover, there is no assurance that our estimate of our liquidity needs is accurate or that new business development or other unforeseen events will not occur, resulting in the need to raise additional funds. As this offering is a best efforts financing, there is no assurance that this financing will be completed or that any future financing will be affected. Initial investors assume additional risk on whether the offering will be fully subscribed and how the Company will utilize the proceeds.

OUR LACK OF BUSINESS DIVERSIFICATION COULD CAUSE YOU TO LOSE ALL OR SOME OF YOUR INVESTMENT IF WE ARE UNABLE TO GENERATE REVENUES FROM OUR PRIMARY SERVICES.

Our business consists of providing freelance services. We do not have any other lines of business or other sources of revenue if we are unable to compete effectively in the marketplace. This lack of business diversification could cause you to lose all or some of your investment if we are unable to generate revenues since we do not expect to have any other lines of business or alternative revenue sources.

OUR BYLAWS AND THE DELAWARE STATUTES CONTAIN PROVISIONS THAT LIMIT THE LIABILITY AND PROVIDE INDEMNIFICATION FOR OUR OFFICERS AND DIRECTORS.

Our bylaws provide that the officers and directors will only be liable to us for acts or omissions that constitute actual fraud, gross negligence or willful and wanton misconduct. Thus, we may be prevented from recovering damages for certain alleged errors or omissions by the officers and directors for liabilities incurred in connection with their good faith acts for us. Such an indemnification payment might deplete our assets. tokenholders who have questions respecting the fiduciary obligations of our officers and

directors should consult with independent legal counsel. It is the position of the SEC that exculpation from and indemnification for liabilities arising under the Securities Act and the rules and regulations thereunder is against public policy and therefore unenforceable.

THE SECURITIES BEING OFFERED ARE Hoove tokens AND AN INVESTMENT IN OUR tokens WILL BE ILLIQUID FOR A PERIOD OF TIME.

We are offering Hoove tokens pursuant to an exemption from registration under the Securities Act which imposes substantial restrictions on the transfer of such securities. All certificates which evidence the tokens will be inscribed with a printed legend which clearly describes the applicable restrictions on transfer or resale by the owner thereof. Accordingly, each investor should be aware of the long-term illiquid nature of his investment. In no event, except expressly authorized, may such securities be sold, pledged, hypothecated, assigned or otherwise transferred unless such securities are registered under the Securities Act and applicable state securities laws or we received an opinion of counsel that an exemption from registration is available with respect thereto. Rule 144, the primary exemption for resales of restricted securities is only available for securities of issuers providing current information to the public. While we will be required to make such information available should we conduct an initial public offering, and assuming such public offering is in fact successfully carried out, we do not currently make such information available precluding reliance on Rule 144. Thus, each investor should be prepared to bear the risk of such investment for an indefinite period of time. See the sections entitled "Description of Securities" and "Placement of the Offering".

THERE IS CURRENTLY NO MARKET FOR OUR tokens, AND WE DO NOT EXPECT THAT A MARKET WILL DEVELOP IN THE FORESEEABLE FUTURE MAKING AN INVESTMENT IN OUR tokens ILLIQUID.

There is currently no market for our tokens. We do not expect that a market will develop at anytime in the foreseeable future. The lack of a market may impair the ability to sell tokens at the time investors wish to sell them or at a price considered to be reasonable. In the event that a market develops, we expect that it would be extremely volatile.

EVEN IF A MARKET DEVELOPS FOR OUR tokenS, OUR tokenS MAY BE THINLY TRADED WITH WIDE token PRICE FLUCTUATIONS, LOW token PRICES AND MINIMAL LIQUIDITY.

If a market for our tokens develops, the token price may be volatile with wide fluctuations in response to several factors, including:

- .
Potential investors' anticipated feeling regarding our results of operations;
- .
Increased competition;
- .
Our ability or inability to generate future revenues
- .

In addition, if our tokens are quoted on the cryptoexchanges, our token price may be affected by factors that are unrelated or disproportionate to our operating performance. Our token price might be affected by general economic, political, and market conditions, such as recessions, interest rates, or international

currency fluctuations. In addition, even if our token is approved for quotation by a market maker through the cryptoexchanges, tokens traded over this quotation system are usually thinly traded, highly volatile and not followed by analysts. These factors, which are not under our control, may have a material effect on our token price.

WE ARBITRARILY DETERMINED THE OFFERING PRICE AND THERE HAS BEEN NO INDEPENDENT VALUATION OF THE token, WHICH MEANS THAT THE token MAY BE WORTH LESS THAN THE PURCHASE PRICE.

The offering price of the tokens has been arbitrarily determined without independent valuation of the tokens by our management based on estimates of the price that purchasers of speculative securities, such as our tokens, will be willing to pay considering our nature and capital structure, the experience of the officers and directors and the market conditions for the sale of equity securities in similar companies. The offering price of the tokens bears no relationship to our assets, earnings or book value, or any other objective standard of value and thus the tokens may have a value significantly less than the offering price and the tokens may never obtain a value equal to or greater than the offering price. See the section entitled "Placement of the Offering" elsewhere in this memorandum.

YOU WILL INCUR SUBSTANTIAL AND IMMEDIATE DILUTION OF THE PRICE YOU PAY FOR YOUR tokenS IN THIS OFFERING.

The offering price of our tokens is substantially higher than the net tangible book value per token of the outstanding tokens issued after this offering. Therefore, if you purchase Hoove tokens in this offering, you will incur substantial immediate dilution in the net tangible book value per token of tokens from the price you pay for such token.

As of July 8, 2021, the net tangible book value of our tokens was \$16,959.38 or approximately \$0.97 per token based upon 17,360.13 tokens outstanding.

WE DO NOT ANTICIPATE DIVIDENDS TO BE PAID ON OUR tokens AND INVESTORS MAY LOSE THE ENTIRE AMOUNT OF THEIR INVESTMENT.

A dividend has never been declared or paid in cash on our tokens and we do not anticipate such a declaration or payment for the foreseeable future. We expect to use future earnings, if any, to fund business growth. Therefore, tokenholders will not receive any funds absent a sale of their tokens. We cannot assure tokenholders of a positive return on their investment when they sell their tokens nor can we assure that tokenholders will not lose the entire amount of their investment.

OUR EXECUTIVE OFFICER AND MAJORITY tokenHOLDER MAY SIGNIFICANTLY INFLUENCE MATTERS TO BE VOTED ON AND THEIR INTERESTS MAY DIFFER FROM, OR BE ADVERSE TO, THE INTERESTS OF OUR OTHER tokenHOLDERS.

The Company's executive officer and majority tokenholder control 100% of our outstanding tokens prior to this Offering. The number of Hoove is unlimited with a majority of existing tokens held by managing officers. Accordingly, the Company's executive officer and majority tokenholder possess significant influence over the Company on matters submitted to the tokenholders for approval, including the election of directors, mergers, consolidations, the sale of all or substantially all of our assets, and also the power to prevent or cause a change in control. This amount of control gives them substantial ability to determine

the future of our Company, and as such, they may elect to close the business, change the business plan or make any number of other major business decisions without the approval of token holders. The interest of our majority tokenholders may differ from the interests of our other tokenholders and could therefore result in corporate decisions that are adverse to other tokenholders.

WE HAVE SOUGHT OR INTEND TO SEEK AN EXEMPTION IN MULTIPLE STATES FOR THIS OFFERING; HOWEVER, THERE CAN BE NO ASSURANCE THAT AN INVESTOR IN THIS OFFERING WILL HAVE A SIMILAR EXEMPTION COVERING THEIR RESALE AND WE DO NOT CURRENTLY HAVE PLANS TO QUALIFY ANY RESELLS IN ANY STATE.

For this offering, we have sought or intend to seek in multiple states an exemption from registration for securities offered and sold under Rule 506(b) of Regulation D of the Securities Act. There can be no assurance that a subscriber to this offering will have a state exemption for their resale. We do not currently have plans to qualify any resells in any state. In the event that a subscriber to this offering does not have available a state exemption for the transfer of his tokens and we have not qualified such transfers in the state, the subscriber will not be able to transfer his tokens.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This memorandum includes forward-looking statements within the meaning of Section 27A of the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). These forward-looking statements are expressed in good faith and based upon a reasonable basis when made, but there can be no assurance that these expectations will be achieved or accomplished. These forward-looking statements are subject to known and unknown risks, uncertainties and assumptions about us that may affect our actual results, levels of activity, performance, or achievements expressed or implied by such forward-looking statements. In some cases you can identify forward-looking statements by terminology such as “may”, “should”, “could”, “would”, “expect”, “plan”, “anticipate”, “believe”, “estimate”, “continue”, or the negative of such terms or other similar expressions. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements included in this memorandum. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this memorandum might not occur.

USE OF PROCEEDS

We intend to use the net proceeds of this offering to fund working capital including, but not limited to, marketing and advertising, and investment in technology (specifically software upgrades as IDEA phases out EDGAR) to enhance our infrastructure. The table below depicts how we plan to utilize the proceeds in the event that 15%, 25%, 50%, 75% and 100% of the tokens in this offering are sold; however, the amounts actually expended for working capital as well as other purposes may vary significantly and will depend on a number of factors, including the amount of our future revenues and the other factors described under “Risk Factors.” Accordingly, we will retain broad discretion in the allocation of proceeds of this offering.

	tokens Sold				
Purpose	750,000	1,250,000	2,500,000	3,750,000	5,000,000
Marketing and Advertising	\$ 50,000	\$ 75,500	\$ 100,500	\$ 300,000	\$ 500,000
Conversion Software Upgrade					
General and Administrative	10,000	50,500	100,000	300,500	700,000
Independent Contracts / Personnel	\$200,000	\$750,000	1,250,000	2,000,000	2,250,000
Net Proceeds ⁽¹⁾	\$ 490,000	\$ 347,000	\$ 1,049,500	\$ 1,149,500	\$ 1,500,000

(1)

After deducting expenses of \$5,000, which we estimate that we will incur in connection with the offering, including but not limited to, legal fees, accounting fees, printing costs and state and federal filing fees, if any.

DESCRIPTION OF BUSINESS

Overview

Freelance

All our associates engage in freelance activities supported by investors and other associates.

HOOVE – Launch of New Paradigm

By tokenizing the return on associates, we will create a stronger community of founders of the future.

The Company's Growth Strategy

In addition to implementing a targeted direct marketing plan towards small issue cryptoexchanges companies, via direct mailings, and e-mail and telephone solicitations, and growing our referral client base with existing service providers, we plan to search for ways to expand our Company's internet presence via online search engine optimization to increase traffic to the Company website. Search engine optimization would provide us with targeted advertising solutions to reach and promote our freelance services.

Our Competition

Other freelancers!

Dependence on Limited Customers

We currently rely on a limited number of customers for our business. We expect to increase our customer base once our revised business and marketing plans are implemented. While our target markets are limited, we may rely on just a few small companies for the majority of our business. At the present time we have a limited number of small company clients in our client base. We plan to expand our business in the coming year, and our marketing plan calls for us to sign one (1) new client per month.

PROPERTY

Ideatrek' principal office is located at 379 Liberty St. 101N Rockland, MA. On January 1, 2021 we entered into an at will renewable lease for this space for \$250.00 per month. The sublease agreement also provides that we are responsible for one hundred percent (100%) of monthly office expenses. The lease expires at will and is renewable for an additional year. The Company believes that this space will be sufficient for its needs for the period ending July 31, 2009 or until such time as Company growth necessitates the need to find larger office space. At such time, Ideatrek does not anticipate purchasing any real estate, nor does it anticipate purchasing any real property for its office.

LEGAL PROCEEDINGS

No proceedings are pending to which the Company or any of its property is subject, nor to the knowledge of the Company, are any such legal proceedings threatened against the Company.

MANAGEMENT

Executive Officer and Director

Our executive officer and director, and his age and positions as of the date of this memorandum, are as follows:

Name

Age

Position

EXECUTIVE COMPENSATION

Mr. Hunt does not currently receive a salary. At a future date, dependent upon favorable market demand and stable revenues, the Company may negotiate with Mr. Hunt for compensation for his services.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth, as of the date of this memorandum, the number of tokens owned of record and beneficially by executive officers, directors, persons who hold 5% or more of our outstanding tokens, and by all officers and directors as a group:

<u>Name and Address</u>	<u>Number of tokens Owned Beneficially</u>
Roger Hunt	7969.13
All officers and directors as a group	9391

Business Address is 379 Liberty St. 101N Rockland, MA.

DESCRIPTION OF CAPITAL token

We have authorized capital token consisting of 5,000,000 tokens, \$1 par value per token.

tokens

We are authorized to issue 5,000,000 tokens, par value \$1 per token. As of March 15, 2021, we had 17360.13 tokens issued and outstanding. All of these tokens are validly authorized and issued, fully paid, and nonassessable.

The holders of our tokens are entitled to one vote for each token held of record on all matters submitted to a vote of our tokenholders. Holders of our tokens are entitled to receive ratably dividends as may be declared by our board of directors out of funds legally available for such purpose. In the event of our liquidation, dissolution or winding up, holders of our tokens are entitled to token ratably in all assets remaining, if any, after payment of liabilities. Holders of our tokens have no preemptive or other subscription rights, and there are no conversion rights or redemption or sinking fund provisions with respect to such tokens.

Registration Rights

We have agreed to provide certain registration rights with respect to the Hoove tokens purchased in this offering. We plan to file a registration statement within 45 days of closing this offering. See the Registration Rights Agreement attached hereto as **Exhibit B**.

tokens ELIGIBLE FOR FUTURE SALE

Future sales of substantial amounts of our tokens could adversely affect prices of our tokens prevailing from time to time, and could impair our ability to raise capital through the sale of equity securities.

Upon completion of this offering, assuming the sale of 1,000,000 tokens, there will be 4,000,000 tokens outstanding. All of the tokens sold in this offering will be issued pursuant to exemptions from registration under the Securities Act. All such tokens will constitute restricted securities as that term is defined by Rule 144 of the Securities Act and will bear appropriate legends, restricting transferability.

Restricted securities may not be sold except pursuant to an effective registration statement filed by the Company or an applicable exemption from registration, including an exemption under Rule 144 promulgated under the Securities Act.

In general, under Rule 144 as currently in effect, a person (or persons whose tokens are aggregated), other than a person who has been an affiliate of the Company within a 90-day period prior to the date of sale, who owns tokens that were purchased from us (or any affiliate), may sell such tokens after a holding period of at least six months in compliance with the applicable requirements of Rule 144. Following a holding period of one year, non-affiliates may sell tokens subject to reduced requirements as set forth in Rule 144. Affiliates of the Company are subject to similar restrictions, together with certain additional restrictions that they will only be entitled to sell within any three-month period a number of tokens that does not exceed 1% of the then outstanding Hoove tokens. Additional requirements are also applicable to Affiliate sales following a holding period of one year. Sales under Rule 144 are also subject to certain manner of sale provisions, notice requirements and the availability of current public information about us.

As of the date of this memorandum, all of the currently issued and outstanding tokens have been held by our token holders

for at least six months and therefore should be considered to be eligible for sale in compliance with the terms, conditions and requirements of Rule 144.

PLACEMENT OF THE OFFERING

Our officers and directors will sell or arrange for the sale of the Hoove tokens being offered herein. The tokens will be offered on a “best-efforts”, no minimum basis. The offering will remain open until September 30, 2025 unless the offering is completed or terminated earlier in our sole discretion. We may extend the offering for an additional ninety (90) days in our sole discretion. Our officers and directors will not receive any sales commissions or compensation, other than their regular salary or fee, if any, for Hoove tokens sold by them.

The tokens are offered by us subject to prior sale, subject to certain conditions including prior approval of certain legal matters by our counsel, subject to our right to accept or reject subscriptions in our sole discretion and subject to withdrawal or modification of such offer without notice.

Prior to the offering, there has been no public market for our tokens and no such market is expected to develop with respect to our tokens unless and until we complete a public offering, if ever. We determined the price of \$1 per token of our tokens in this offering. The factors which we considered in determining the offering price include, among others, our past, present and projected results of operations, the future prospects for the industry in which we compete and/or propose to compete, the quality of our management, the current market prices of similar securities of early-stage companies and the general condition of the securities markets at the time of the offering, as well as the information generally set forth in this memorandum regarding us. The offering price however, should not be considered as an indication of the actual value of our tokens. After completion of this offering, the market price of our tokens is subject to change as a result of market conditions and other factors. An investor in Hoove tokens in this offering will incur substantial and immediate dilution in the net tangible book value per token of tokens from the price they pay for such token. See the section entitled “Risk Factors, Risk Related to This Offering” elsewhere in this memorandum.

Each prospective investor must complete and submit the Subscription Agreement, and Purchaser Representative Questionnaire, if applicable, both of which are included in **Exhibit A** attached hereto.

LEGAL MATTERS

The validity of the tokens offered hereby will be passed upon by to be determined

EXPERTS

Token audit pending

ADDITIONAL INFORMATION

This memorandum does not contain all of the information with respect to the various agreements and other documents referred to herein. The delivery of this memorandum at any time does not imply that the information contained herein is correct as of any time subsequent to the date hereof. For further information with respect to us and the tokens being offered hereby, any prospective purchaser should contact Mr. Hunt at Idea Trek LLC, Inc., 379 Liberty St. 101N Rockland, MA, or at 781-320-2501.

THE SECURITIES TO WHICH THIS PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT RELATES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE, AND WILL BE ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT").

NONE OF THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED HEREIN), EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE U.S. STATE AND FOREIGN SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT.

Idea Trek LLC
(the "Issuer")

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

INSTRUCTIONS TO SUBSCRIBER

1. You must complete all the information in the boxes on page 2 and sign where indicated with an "X".
2. If you are NOT a "U.S. Purchaser" (as defined in Exhibit B) and are resident in Canada, you must complete and sign Exhibit A, "Non-US Investor Questionnaire", that starts on page 18.
3. If you are a "U.S. Purchaser" (as defined in Exhibit B), you must complete and sign Exhibit B, "U.S. Investor Questionnaire", that starts on page 23.
4. If you are paying for your subscription with funds drawn from a Canadian bank, you may pay by wire transfer to the Issuer, pursuant to the wiring instructions set out in Exhibit C that is on page 24. If the funds are wired or sent to the Issuer's legal counsel, you irrevocably authorize such legal counsel to immediately deliver the funds to the Issuer.

Idea Trek LLC

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

The undersigned (the "Subscriber") hereby irrevocably subscribes for and agrees to purchase from Idea Trek LLC (the "Issuer") that number of tokens of common stock in the capital of the Issuer (each, a "token") as is set out below at a price of US\$1 per token. The Subscriber agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions of Subscription for tokens".

Subscriber Information tokens to be Purchased

(Name of Subscriber) (Number of tokens)

Account Reference (if applicable):

X Total Subscription Price:
(Signature of Subscriber – if the Subscriber is an Individual) (the "Subscription
Amount", plus wire fees if applicable)

X
(Signature of Authorized Signatory – if the Subscriber is not an Individual) Please
complete if purchasing as agent or trustee for a principal (beneficial purchaser) (a "Disclosed Principal")
and not purchasing as trustee or agent for accounts fully managed by it.

(Name and Title of Authorized Signatory – if the Subscriber is not an Individual) (Name of
Disclosed Principal)

(SIN, SSN, or other Tax Identification Number of the Subscriber) (Address of Disclosed Principal)

(Subscriber's Address, including postal or zip code) (Account Reference, if applicable)

(SIN, SSN, or other Tax Identification Number of Disclosed Principal)
(Telephone Number) (Email Address)

Register the tokens as set forth below: Deliver the tokens as set forth below:

(Name to Appear on token Certificate) (Attention - Name)

(Account Reference, if applicable) (Account Reference, if applicable)

(Address, including postal or zip code) (Street Address, including postal or zip code – no PO
Boxes permitted)

(Telephone Number)

Number and kind of securities of the Issuer held, directly or indirectly, or over which control or direction is exercised by, the Subscriber, if any (i.e., tokens, warrants, options):

ACCEPTANCE

The Issuer hereby accepts the Subscription (as defined herein) on the terms and conditions contained in this private placement subscription agreement (this "Agreement") as of the ____ day of _____, 2016.

Idea Trek LLC

Per:
Authorized Signatory

Address: 379 Liberty St. 101N
Rockland, MA
Phone: 781 320 2501
Email: roger.hunt@ideatrek.io
Attention: Roger Hunt, CEO

TERMS AND CONDITIONS OF SUBSCRIPTION FOR tokens

1. Subscription

1.1 On the basis of the representations and warranties, and subject to the terms and conditions, set forth in this Agreement, the Subscriber hereby irrevocably subscribes for and agrees to purchase such number of tokens as is set forth on page 2 of this Agreement at a price of \$_____ per token for the Subscription Amount shown on page 2 of this Agreement, which is tendered herewith (such subscription and agreement to purchase being the "Subscription"), and the Issuer agrees to sell the tokens to the Subscriber, effective upon the Issuer's acceptance of this Agreement.

1.2 The Subscriber acknowledges that the tokens have been offered to the Subscriber as part of an offering by the Issuer (the "Offering").

1.3 All dollar amounts referred to in this Agreement are in lawful money of the United States of America, unless otherwise indicated.

2. Payment

2.1 The Subscription Amount must accompany this Subscription and will be paid: (i) if the Subscriber is drawing funds from a Canadian bank to pay for this Subscription, by a certified check or bank draft drawn on a Canadian chartered bank or by wire transfer to the Issuer pursuant to wiring instructions provided by the Issuer set out in Exhibit C annexed hereto; or (ii) if the Subscriber is drawing funds from any source other than a Canadian chartered bank to pay for this Subscription, then by bank draft, certified check or by wire transfer to the Issuer pursuant to wiring instructions provided by the Issuer set out in Exhibit C annexed hereto. Any Subscription Amount received by the Issuer in advance of the Closing (as defined below) will be held in trust by the Issuer for the Subscriber until the Closing and shall not bear interest.

2.2 The completion of the purchase and sale of the tokens subscribed for hereunder and the issuance of the tokens subscribed for pursuant to this Agreement (the "Closing") will take place on such date or dates as determined by the Issuer. The Subscriber acknowledges and agrees that this Agreement, the Subscription Amount and any other documents delivered in connection herewith will be held by the Issuer in escrow until the first Closing. In the event that this Agreement is not accepted by the Issuer for whatever reason, which the Issuer expressly reserves the right to do, the Issuer will return the

Subscription Amount (without interest thereon) to the Subscriber at the address of the Subscriber as set forth on page 2 of this Agreement, or as otherwise directed by the Subscriber.

3. Documents Required from Subscriber

3.1 The Subscriber must complete, sign and return to the Issuer the following documents:

(a) this Agreement;

(b) if the Subscriber is not a U.S. Purchaser (as defined in Exhibit B) and is resident in Canada, the Non-U.S. Investor Questionnaire (the "Non-U.S. Questionnaire") attached as Exhibit A that starts on page 18;

(c) if the Subscriber is a U.S. Purchaser (as defined in Exhibit B), the U.S. Investor Questionnaire (the "U.S. Questionnaire" and, together with the Non-U.S. Questionnaire, the "Questionnaires") attached as Exhibit B that starts on page 23; and

(d) such other supporting documentation as the Issuer or the Issuer's legal counsel (the "Issuer's Counsel") may request to establish the Subscriber's qualification as a qualified investor,

and the Subscriber acknowledges and agrees that the Issuer will not consider the Subscription for acceptance unless the Subscriber has provided all of such documents to the Issuer.

3.2 As soon as practicable upon any request by the Issuer, the Subscriber will complete, sign and return to the Issuer any additional documents, questionnaires, notices and undertakings as may be reasonably required by any regulatory authorities or applicable laws.

3.3 The Issuer and the Subscriber acknowledge and agree that the Issuer's Counsel has acted as counsel only to the Issuer and is not protecting the rights and interests of the Subscriber. The Subscriber acknowledges and agrees that the Issuer and the Issuer's Counsel have given the Subscriber the opportunity to seek, and are hereby recommending that the Subscriber obtain, independent legal advice with respect to the subject matter of this Agreement and, further, the Subscriber hereby represents and warrants to the Issuer and the Issuer's Counsel that the Subscriber has sought independent legal advice or waives such advice.

4. Conditions and Closing

4.1 The date of the Closing (the “Closing Date”) will occur on such date or dates as may be determined by the Issuer in its sole discretion. The Issuer may, at its discretion, elect to close the Offering in one or more closings.

4.2 The Closing will be conditional upon and subject to:

- (a) the Issuer obtaining all necessary approvals and consents for the Offering;
- (b) the Issuer receiving a completed copy of this Agreement, the applicable Questionnaires and the Subscription Amount; and
- (c) the issue and sale of the tokens being exempt from the requirement to file a prospectus and the requirement to deliver an offering memorandum under applicable securities laws relating to the sale of the tokens, or the Issuer having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus or deliver an offering memorandum.

4.3 The Subscriber acknowledges that a certificate representing the tokens will be available for delivery to the Subscriber within five business days of the Closing Date.

5. Acknowledgements and Agreements of the Subscriber

5.1 The Subscriber acknowledges and agrees that:

(a) none of the tokens have been or will be registered under the United States Securities Act of 1933, as amended, (the “1933 Act”), or under any securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to any U.S. Person (as defined in Regulation S promulgated under the 1933 Act (“Regulation S”)), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with applicable state, provincial and foreign securities laws;

(b) the Issuer has not undertaken, and will have no obligation, to register any of the tokens under the 1933 Act or any other applicable securities laws;

(c) the Issuer will refuse to register the transfer of any of the tokens to a person in the United States, to a U.S. Person or to a person acting for the account or benefit of a U.S. Person not made

pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act and in each case in accordance with all applicable securities laws;

(d) the Issuer and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements of the Subscriber contained in this Agreement and the Questionnaires, as applicable, and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber will promptly notify the Issuer;

(e) there are risks associated with the purchase of the Securities, including the risk that the Subscriber may lose the entire Subscription Amount;

(f) the Subscriber and the Subscriber's advisor(s) have had a reasonable opportunity to ask questions of, and receive answers from, the Issuer in connection with the distribution of the tokens hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Issuer;

(g) finder's fees or broker's commissions may be payable by the Issuer to finders who introduce subscribers to the Issuer in connection with the Offering;

(h) the books and records of the Issuer were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Subscriber during reasonable business hours at its principal place of business, and all documents, records and books in connection with the distribution of the tokens hereunder have been made available for inspection by the Subscriber and/or its advisor(s);

(i) all of the information which the Subscriber has provided to the Issuer is correct and complete and if there should be any change in such information prior to the Closing, the Subscriber will immediately notify the Issuer, in writing, of the details of any such change;

(j) the Issuer is entitled to rely on the representations and warranties of the Subscriber contained in this Agreement and the Questionnaires, as applicable, and the Subscriber will hold harmless the Issuer from any loss or damage it or they may suffer as a result of the Subscriber's failure to correctly complete this Agreement or the Questionnaires;

(k) any resale of the tokens by the Subscriber will be subject to resale restrictions contained in the securities laws applicable to the Issuer, the Subscriber and any proposed transferee, including resale restrictions imposed under United States and Canadian securities laws, and it is the responsibility of the Subscriber to find out what applicable resale restrictions are and to comply with such restrictions before selling any of the tokens;

(l) the Subscriber has been advised to consult the Subscriber's own legal, tax and other advisors with respect to the merits and risks of an investment in the tokens and with respect to applicable resale restrictions, and it is solely responsible (and the Issuer is not in any way responsible) for compliance with:

(i) any applicable laws of the jurisdiction in which the Subscriber is resident in connection with the distribution of the tokens hereunder, and

(ii) applicable resale restrictions with respect to the tokens;

(m) there may be material tax consequences to the Subscriber of an acquisition or disposition of the tokens, and the Issuer gives no opinion and makes no representation to the Subscriber with respect to the tax consequences to the Subscriber under federal, state, provincial, local or foreign tax laws that may apply to the Subscriber's acquisition or disposition of the tokens;

(n) the Issuer has advised the Subscriber that the Issuer is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell the tokens through a person registered to sell securities under applicable securities laws, and, as a consequence of acquiring the tokens pursuant to such exemption, certain protections, rights and remedies provided by applicable securities laws, such as statutory rights of rescission or damages, will not be available to the Subscriber;

(o) no documents in connection with the issuance of the tokens have been reviewed by the United States Securities and Exchange Commission (the "SEC") or any other securities regulators;

(p) neither the SEC nor any Canadian securities commissions or similar regulatory authorities in any other jurisdictions have reviewed or passed on the merits of any of the tokens;

(q) there is no government or other insurance covering any of the tokens;

(r) the tokens are "restricted securities" as such term is defined under Rule 144 of the 1933 Act and will be subject to a hold period in relation to offers and sales of the tokens thereunder, which may be an indefinite period of time;

(s) if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the tokens absent registration under the 1933 Act, it will not offer, sell, pledge or otherwise transfer, directly or indirectly, any of the tokens, except:

(i) to the Issuer,

(ii) outside the United States in an "offshore transaction" in compliance with the requirements of Rule 904 of Regulation S, if available, and in compliance with applicable local laws and regulations,

(iii) in compliance with an exemption from registration under the 1933 Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities laws, or

(iv) in a transaction that does not require registration under the 1933 Act or any applicable state securities laws, and

(v) in the case of subparagraph (iii) or (iv), it has furnished to the Issuer an opinion of counsel of recognized standing in form and substance reasonably satisfactory to counsel to the Issuer's Counsel to such effect; and

(t) this Agreement is not enforceable by the Subscriber unless it has been accepted by the Issuer and the Issuer reserves the right to reject this Subscription for any reason.

6. Representations and Warranties of the Subscriber

6.1 The Subscriber hereby represents and warrants to the Issuer (which representations and warranties will survive the Closing) that:

(a) the Subscriber is resident in the jurisdiction set out on page 2 of this Agreement;

(b) unless the Subscriber has completed Exhibit B, in which case the Subscriber makes the representations and warranties contained therein:

(i) the Subscriber is not in the United States, is not a U.S. Person, is not purchasing the tokens for the account or benefit of a U.S. Person, did not receive the offer to buy the tokens while in the United States and it (or its authorized signatory) was outside of the United States at the time its buy order was placed and this Agreement was executed,

(ii) offers and/or sales of any of the tokens prior to the expiration of the period specified in Regulation S (such period referred to herein as the "Distribution Compliance Period") shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the 1933 Act or pursuant to an exemption therefrom, and all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the 1933 Act or an exemption therefrom, and in each case only in accordance with applicable state, provincial and foreign securities laws,

(iii) it has not acquired the tokens as a result of, and will not itself engage in, any "directed selling efforts" (as defined in Regulation S) in the United States in respect of any of the tokens, which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the sale of the tokens, and

(iv) hedging transactions involving the tokens may not be conducted unless such transactions are in compliance with the provisions of the 1933 Act and in each case only in accordance with applicable securities laws;

(c) if the Subscriber is resident outside of Canada and the United States:

(i) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws having application in the jurisdiction in which the Subscriber is resident (the "International Jurisdiction") which would apply to the offer and sale of the tokens,

(ii) the Subscriber is purchasing the tokens pursuant to exemptions from prospectus or equivalent requirements under applicable laws or, if such is not applicable, the Subscriber is permitted to purchase the tokens under applicable securities laws of the International Jurisdiction without the need to rely on any exemptions,

(iii) the applicable securities laws of the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any kind from any securities regulator of any kind in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the tokens,

(iv) the purchase of the tokens by the Subscriber does not trigger:

A. any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or

B. any continuous disclosure reporting obligation of the Issuer in the International Jurisdiction, and

(v) the Subscriber will, if requested by the Issuer, deliver to the Issuer a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (ii), (iii) and (iv) above to the satisfaction of the Issuer, acting reasonably;

(d) the Subscriber: (i) has adequate net worth and means of providing for its current financial needs and possible personal contingences, (ii) has no need for liquidity in this investment, (iii) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the tokens, (iv) is able to bear the economic risks of an investment in the tokens for an indefinite period of time, and (v) can afford the complete loss of the Subscription Amount;

(e) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, tokenholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Subscriber;

(f) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber, or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;

(g) the Subscriber has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms;

(h) the Subscriber has received and carefully read this Agreement;

(i) the Subscriber is aware that an investment in the Issuer is speculative and involves certain risks, including that the Subscriber could lose its entire investment;

(j) the Subscriber has made an independent examination and investigation of an investment in the tokens and the Issuer and agrees that the Issuer will not be responsible in any way for the Subscriber's decision to invest in the tokens;

(k) the Subscriber is purchasing the tokens as principal for its own account for investment purposes only and not for the account of any other person, and not for distribution, assignment or resale to others, and no other person has a direct or indirect beneficial interest in the tokens, and the Subscriber has not subdivided its interest in any of the tokens with any other person;

(l) the Subscriber is not an underwriter of, or dealer in, any of the tokens, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the tokens;

(m) the Subscriber is not aware of any advertisement of any of the tokens and is not acquiring the tokens as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

(n) no person has made to the Subscriber any written or oral representations:

(i) that any person will resell or repurchase any of the tokens,

(ii) that any person will refund the purchase price of any of the tokens, or

(iii) as to the future price or value of any of the tokens;

(o) the funds representing the Subscription Amount will not represent proceeds of crime for the purposes of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (the "PATRIOT Act") and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the Issuer's name and other information relating to this Agreement and the Subscription, on a confidential basis, pursuant to the PATRIOT Act;

(p) no portion of the Subscription Amount to be provided by the Subscriber: (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States of America, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to or by the Subscriber; and

(q) the Subscriber shall promptly notify the Issuer if the Subscriber discovers that any of the foregoing representations ceases to be true and will provide the Issuer with appropriate information in connection therewith.

6.2 In this Agreement, the term “U.S. Person” has the meaning ascribed thereto in Regulation S, and, for the purpose of this Agreement, includes, but is not limited to: (a) any person in the United States; (b) any natural person resident in the United States; (c) any partnership or corporation organized or incorporated under the laws of the United States; (d) any partnership or corporation organized outside the United States by a U.S. Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts; or (e) any estate or trust of which any executor or administrator or trustee is a U.S. Person.

7. Representations and Warranties will be Relied Upon by the Issuer

7.1 The Subscriber acknowledges and agrees that the representations and warranties contained in this Agreement and the Questionnaires, as applicable, are made by the Subscriber with the intention that such representations and warranties will be relied upon by the Issuer and the Issuer’s Counsel in determining the Subscriber’s eligibility to purchase the tokens under applicable laws, or, if applicable, the eligibility of others on whose behalf the Subscriber is contracting hereunder to purchase the tokens under applicable laws. The Subscriber further agrees that, by accepting delivery of the certificate(s) representing the tokens, it will be representing and warranting that the representations and warranties contained herein are true and correct at the time of delivery with the same force and effect as if they had been made by the Subscriber at such time, and that they will survive the purchase by the Subscriber of the tokens, and will continue in full force and effect thereafter for the benefit of the Issuer, notwithstanding any subsequent disposition by the Subscriber of the tokens.

8. Legending of tokens

8.1 If the Subscriber is a U.S. Person, the Subscriber acknowledges that, upon the issuance thereof, and until such time as the same is no longer required under applicable securities laws, any certificates representing any of the tokens will bear a legend in substantially the following form:

“NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS.”.

8.2 If the Subscriber is not a U.S. Person, the Subscriber hereby acknowledges that, upon the issuance thereof, and until such time as the same is no longer required under applicable securities laws, any certificates representing any of the tokens will bear legends in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE BEEN OFFERED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT IN THE UNITED STATES OR ARE NOT U.S. PERSONS AND ARE NOT ACTING FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”).

NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT.”

8.3 If the Subscriber is a resident of Canada, the Subscriber acknowledges that, upon the issuance thereof, and until such time as the same is no longer required under applicable securities laws, any certificates representing any of the tokens will bear an additional legend in substantially the following form:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) [INSERT DISTRIBUTION DATE], AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.”

8.4 The Subscriber hereby acknowledges and agrees to the Issuer making a notation on its records or giving instructions to the registrar and transfer agent of the Issuer in order to implement the restrictions on transfer set forth and described in this Agreement.

8.5 The Subscriber acknowledges that any applicable hold periods with respect to the tokens may be indefinite and the Subscriber may not be able to trade or resell the tokens for an indefinite period.

9. Collection of Personal Information

9.1 The Subscriber acknowledges and consents to the fact that the Issuer is collecting the Subscriber's personal information for the purpose of fulfilling this Agreement and completing the Offering. The Subscriber acknowledges that its personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) may be included in record books in connection with the Offering and may be disclosed by the Issuer to: (a) stock exchanges or securities regulatory authorities; (b) the Issuer's registrar and transfer agent; (c) any tax authorities; (d) authorities pursuant to any money laundering or terrorist financing legislation; and (e) any of the other parties involved in the Offering. By executing this Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) for the foregoing purposes and to the retention of such personal information for as long as permitted or required by applicable laws. Notwithstanding that the Subscriber may be purchasing the tokens as agent on behalf of an undisclosed principal, the Subscriber agrees to provide, on request, particulars as to the nature and identity of such undisclosed principal, and any interest that such undisclosed principal has in the Issuer, all as may be required by the Issuer in order to comply with the foregoing.

9.2 The Subscriber is hereby notified and agrees that:

(a) the Issuer may deliver to any securities commission having jurisdiction over the Issuer, the Subscriber or this Subscription, including any Canadian provincial securities commissions, the SEC and/or any state securities commissions (collectively, the "Commissions"), certain personal information pertaining to the Subscriber, including the Subscriber's full name, residential address and telephone number, the number of tokens or other securities of the Issuer owned by the Subscriber, the number of tokens purchased by the Subscriber, the total Subscription Amount paid for the tokens, the prospectus exemption relied on by the Issuer and the date of distribution of the tokens;

(b) such information is being collected indirectly by the Commissions under the authority granted to them in applicable securities laws;

(c) such information is being collected for the purposes of the administration and enforcement of applicable securities laws; and

(d) the Subscriber may contact the following public official in Ontario with respect to questions about the Ontario Securities Commission's indirect collection of such information at the following address and telephone number:

Administrative Assistant to the Director of Corporate Finance
Ontario Securities Commission

Suite 1903, Box 55
20 Queen Street West
Toronto, ON M5H 3S8
Telephone: (416) 593-8086.

10. Costs

10.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the purchase of the tokens will be borne by the Subscriber.

11. Governing Law

11.1 This Agreement is governed by the laws of the State of Nevada and the federal laws of the United States applicable therein. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial or undisclosed purchaser for whom it is acting, irrevocably attorns to the exclusive jurisdiction of the courts of the State of Nevada.

12. Survival

12.1 This Agreement, including, without limitation, the representations, warranties and covenants contained herein, will survive and continue in full force and effect and be binding upon the Issuer and the Subscriber, notwithstanding the completion of the purchase of the tokens by the Subscriber.

13. Assignment

13.1 This Agreement is not transferable or assignable.

14. Severability

14.1 The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

15. Entire Agreement

15.1 Except as expressly provided in this Agreement and in the exhibits, agreements, instruments and other documents attached hereto or contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the tokens and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Issuer or by anyone else.

16. Notices

16.1 All notices and other communications hereunder will be in writing and will be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication, including facsimile, electronic mail or other means of electronic communication capable of producing a printed copy. Notices to the Subscriber will be directed to the address of the Subscriber set forth on page 2 of this Agreement and notices to the Issuer will be directed to it at the address of the Issuer set forth on page 3 of this Agreement.

17. Counterparts and Electronic Means

17.1 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will constitute an original and all of which together will constitute one instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the Closing Date.

18. Exhibits

18.1 The exhibits attached hereto form part of this Agreement.

19. Indemnity

19.1 The Subscriber will indemnify and hold harmless the Issuer and, where applicable, its directors, officers, employees, agents, advisors and tokenholders, from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based

upon any representation or warranty of the Subscriber contained in this Agreement, the applicable Questionnaire, or in any document furnished by the Subscriber to the Issuer in connection herewith being untrue in any material respect, or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Issuer in connection therewith.

EXHIBIT A

NON-U.S. INVESTOR QUESTIONNAIRE

TO: Idea Trek LLC (the "Issuer")

RE: Purchase of tokens (the "tokens") of the Issuer

Capitalized terms used in this Non-U.S. Investor Questionnaire (this "Questionnaire") and not specifically defined have the meaning ascribed to them in the Private Placement Subscription Agreement between the Subscriber (as defined herein) and the Issuer to which this Exhibit A is attached.

In connection with the purchase by the Subscriber (being the undersigned, or if the undersigned is purchasing the tokens as agent on behalf of a disclosed beneficial Subscriber, such beneficial Subscriber, will be referred herein as the "Subscriber") of the tokens, the Subscriber hereby represents, warrants and certifies (which representations, warranties, covenants and certifications will survive the Closing) to the Issuer (and acknowledges that the Issuer is relying thereon) that the Subscriber:

(i) is purchasing the tokens as principal (or deemed principal under the terms of National Instrument 45-106 - Prospectus and Registration Exemptions adopted by the Canadian Securities Administrators ("NI 45-106")); and

(ii) (A) is resident in or is subject to the laws of one of the following (check one):

Alberta New Brunswick Prince Edward Island

British Columbia Nova Scotia Quebec

Manitoba Ontario Saskatchewan

Newfoundland and Labrador

In connection with the purchase of the tokens, the Subscriber hereby represents, warrants, covenants and certifies that the Subscriber is an “accredited investor” within the meaning of NI 45-106, by virtue of satisfying one of the following criteria (YOU MUST ALSO INITIAL OR PLACE A CHECK-MARK ON THE APPROPRIATE LINE BELOW):

(a) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador);

(b) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (a);

(c) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds CDN\$1,000,000;

(d) an individual whose net income before taxes exceeded CDN\$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded CDN\$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;

- 16 -

(e) an individual who, either alone or with a spouse, has net assets of at least CDN\$5,000,000;

(f) a person, other than an individual or investment fund, that has net assets of at least CDN\$5,000,000 as shown on its most recently prepared financial statements and that has not been created or used solely to purchase or hold securities as an accredited investor as defined in this paragraph (f);

(g) an investment fund that distributes or has distributed its securities only to

(i) a person that is or was an accredited investor at the time of the distribution,

(ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment] of NI 45-106, or 2.19 [Additional investment in investment funds] of NI 45-106, or

(iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106;

[] (h) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;

[] (i) a trust company or trust company registered or authorized to carry on business under the Trust and Loan Companies Act (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust company, as the case may be;

[] (j) a person acting on behalf of a fully managed account managed by that person, if that person

(i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and

(ii) in Ontario, is purchasing a security that is not a security of an investment fund;

[] (k) a registered charity under the Income Tax Act (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,

[] (l) an entity organized in a foreign jurisdiction that is analogous to the entity referred to in paragraph (a) in form and function;

[] (m) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;

[] (n) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser; or

[] (o) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor.

For the purposes hereof:

“control person” means

(i) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, or

(ii) each person in a combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer,

and, if a person or combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person or combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer;

“director” means

(i) a member of the board of directors of a company or an individual who performs similar functions for a company, and

(ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

“eligibility adviser” means

(i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed; and

(ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:

(A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons, and

(B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

“executive officer” means, for an issuer, an individual who is

- (i) a chair, vice-chair or president,
- (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
- (iii) performing a policy-making function in respect of the issuer;

- 18 -

“foreign jurisdiction” means a country other than Canada or a political subdivision of a country other than Canada;

“founder” means, in respect of an issuer, a person who,

- (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (ii) at the time of the distribution or trade is actively involved in the business of the issuer;

“financial assets” means

- (i) cash,
- (ii) securities, or

(iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

“fully managed account” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

“investment fund” means a mutual fund or a non-redeemable investment fund, and, for great certainty in British Columbia, includes an employee venture capital corporation and a venture capital corporation as such terms are defined in National Instrument 81-106 Investment Fund Continuous Disclosure;

“jurisdiction” or “jurisdiction of Canada” means a province or territory of Canada except when used in the term foreign jurisdiction;

“non-redeemable investment fund” means an issuer:

(i) whose primary purpose is to invest money provided by its securityholders;

(ii) that does not invest

(A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or

(B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and

(iii) that is not a mutual fund;

“person” includes

(i) an individual;

(ii) a corporation;

(iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and

(iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;

"related liabilities" means

(i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or

(ii) liabilities that are secured by financial assets;

"spouse" means, an individual who,

(i) is married to another individual and is not living separate and apart within the meaning of the Divorce Act (Canada), from the other individual,

(ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or

(iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the Adult Interdependent Relationships Act (Alberta); and

"subsidiary" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

The Subscriber agrees that the above representations and warranties will be true and correct both as of the execution of this Questionnaire and as of the Closing and that they will survive the completion of the issue of the tokens.

The Subscriber acknowledges that the foregoing representations and warranties are made by the Subscriber with the intent that they be relied upon in determining the suitability of the Subscriber to acquire the tokens and that this Questionnaire is incorporated into and forms part of the Agreement, and the Subscriber undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing.

By completing this Questionnaire, the Subscriber authorizes the indirect collection of this information by each applicable regulatory authority or regulator and acknowledges that such information is made available to the public under applicable legislation.

DATED as of _____ day of _____, _____.

Print Name of Subscriber (or person signing as agent)

By:

Signature

Title

EXHIBIT B

U.S. INVESTOR QUESTIONNAIRE

TO: Idea Trek LLC (the "Issuer")

RE: Purchase of tokens (the "tokens") of the Issuer

Capitalized terms used in this U.S. Investor Questionnaire (this "Questionnaire") and not specifically defined have the meaning ascribed to them in the Private Placement Subscription Agreement between the Subscriber (as defined herein) and the Issuer to which this Exhibit B is attached.

This Questionnaire applies only to persons that are U.S. Purchasers. A "U.S. Purchaser" is: (a) any U.S. Person, (b) any person purchasing the tokens for the account or benefit of any U.S. Person, (c) any person that receives or received an offer of the tokens while in the United States, or (d) any person that is

(or whose authorized signatory is) in the United States at the time the Subscriber's buy order was made or this Agreement was executed or delivered.

In connection with the purchase by the Subscriber (being the undersigned, or if the undersigned is purchasing the tokens as agent on behalf of a disclosed beneficial Subscriber, such beneficial Subscriber, will be referred herein as the "Subscriber") of the tokens, the Subscriber hereby represents, warrants, covenants and certifies (which representations, warranties, covenants and certifications will survive the Closing) to the Issuer (and acknowledges that the Issuer is relying thereon) that:

1. it is not resident in Canada;
2. it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the tokens and it is able to bear the economic risk of loss of its entire investment;
3. the Issuer has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the Offering and it has had access to such information concerning the Issuer as it has considered necessary or appropriate in connection with its investment decision to acquire the tokens;
4. it is acquiring the tokens for its own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the tokens in violation of the United States securities laws;
5. it (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the tokens for an indefinite period of time;
6. if the Subscriber is an individual (that is, a natural person and not a corporation, partnership, trust or other entity), then it satisfies one or more of the categories indicated below (please place an "X" on the appropriate lines):

_____ a natural person whose individual net worth, or joint net worth with that person's spouse, exceeds US\$1,000,000. For purposes of this category, "net worth" means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person's primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than 60 days before the tokens are purchased, but includes (i) any mortgage amount in excess of the home's fair market value and (ii) any mortgage amount that was borrowed during the 60 day period before the Closing Date for the purpose of investing in the tokens,

_____ a natural person who had an individual income in excess of US\$200,000 in each of the two most recent years, or joint income with their spouse in excess of US\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year, or

_____ a director or executive officer of the Issuer;

7. if the Subscriber is a corporation, partnership, trust or other entity), then it satisfies one or more of the categories indicated below (please place an "X" on the appropriate lines):

_____ an organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the tokens, with total assets in excess of US\$5,000,000,

_____ a "bank" as defined under Section (3)(a)(2) of the 1933 Act or savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act acting in its individual or fiduciary capacity; a broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 (United States); an insurance company as defined in Section 2(13) of the 1933 Act; an investment company registered under the Investment Company Act of 1940 (United States) or a business development company as defined in Section 2(a)(48) of such Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958 (United States); a plan with total assets in excess of US\$5,000,000 established and maintained by a state, a political subdivision thereof, or an agency or instrumentality of a state or a political subdivision thereof, for the benefit of its employees; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 (United States) whose investment decisions are made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, whose investment decisions are made solely by persons that are accredited investors,

_____ a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (United States),

_____ a trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the tokens, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the 1933 Act, or

_____ an entity in which all of the equity owners satisfy the requirements of one or more of the categories set forth in Section 6 of this Questionnaire;

8. it has not purchased the tokens as a result of any form of general solicitation or general advertising (as those terms are used in Regulation D under the 1933 Act), including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, internet, television or other form of telecommunications, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

9. if the Subscriber decides to offer, sell or otherwise transfer any of the tokens, it will not offer, sell or otherwise transfer any of such tokens, directly or indirectly, unless:

(a) the sale is to the Issuer,

(b) the sale is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the 1933 Act and in compliance with applicable local laws and regulations in which such sale is made,

(c) the sale is made pursuant to the exemption from the registration requirements under the 1933 Act provided by Rule 144 thereunder and in accordance with any applicable state securities or “blue sky” laws, or

(d) the tokens are sold in a transaction that does not require registration under the 1933 Act or any applicable state laws and regulations governing the offer and sale of securities, and

(e) it has, prior to such sale pursuant to subsection (c) or (d), furnished to the Issuer an opinion of counsel of recognized standing reasonably satisfactory to the Issuer, to such effect;

10. it understands and agrees that there may be material tax consequences to the Subscriber of an acquisition or disposition of the tokens;

11. it consents to the Issuer making a notation on its records or giving instructions to any transfer agent of the Issuer in order to implement the restrictions on transfer set forth and described in this Questionnaire and the Agreement;

12. it is resident in the United States of America, its territories and possessions or any state of the United States or the District of Columbia (collectively the “United States”), is a U.S. Person, is acting for the account or benefit of a U.S. Person or was (or its authorized signatory was) in the United States at the time the tokens were offered or the Agreement was executed; and

13. it understands that the Issuer has no obligation to register any of the tokens under the 1933 Act.

The Subscriber agrees that the above representations and warranties will be true and correct both as of the execution of this Questionnaire and as of the Closing and that they will survive the completion of the issue of the tokens.

The Subscriber acknowledges that the foregoing representations and warranties are made by the Subscriber with the intent that they be relied upon in determining the suitability of the Subscriber to acquire the tokens and that this Questionnaire is incorporated into and forms part of the Agreement, and the Subscriber undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing.

By completing this Questionnaire, the Subscriber authorizes the indirect collection of this information by each applicable regulatory authority or regulator and acknowledges that such information is made available to the public under applicable legislation.

Dated _____, _____.

X
Signature of individual (if Subscriber is an individual)

X

Authorized signatory (if Subscriber is not an individual)

Name of Subscriber (please print)

Name of authorized signatory (please print)

EXHIBIT C

US DOLLAR WIRE INSTRUCTIONS

TO SEND A WIRE, YOU WILL NEED TO GIVE THE REMITTING BANK THE FOLLOWING INSTRUCTIONS:

BENEFICIARY: Idea Trek LLC
379 Liberty St. 101N
Rockland, MA

BENEFICIARY BANK: Bank Novo