

# HALCY AB - FRIENDS & FAMILY ROUND

## Investor Information Memorandum

### 1. Summary

Halcy AB (the “Company”) is opening a friends & family financing round with a SEK 10M target and a SEK 20M hard cap, structured as a Simple Agreement for Future Equity (“SAFE”), discount-only and post-money, on the same terms for all investors. Investors subscribing SEK 1,000,000 or more additionally receive a pro-rata side letter. This memorandum sets out background, the round mechanics, the cap table, use of funds, and risk factors. It is provided to a limited number of personally invited individuals and does not constitute a public offer of securities.

### 2. The Company

Halcy AB is a Swedish-incorporated company building a consumer mobile application designed to coordinate group plans - positioned as “the app that gets everyone there.” The product is pre-launch and the Company is pre-revenue as of the date of this memorandum.

The founding team comprises three full-time co-founders. The friends & family round documented herein is intended to fund the first 12+ months of product development and initial go-to-market, with planned key hires in engineering and business operations. Further detail on the product, market and roadmap is available on request and via the teaser as linked on <https://round.halcy.site>.

### 3. Round mechanics

All amounts in this section and in the SAFE are denominated in Swedish kronor (SEK) unless otherwise noted.

- Instrument: Post-money SAFE, 25% discount, no valuation cap, SEK-denominated, governed by Swedish law (Stockholms tingsrätt).
- Target: SEK 10M. Hard cap: SEK 20M.
- Minimum ticket: SEK 100,000.
- Two-stage process. Stage 1 (Days 0-14): non-binding IOI window via <https://round.halcy.site>. Stage 2 (post Day 14): within 5 business days of the IOI window close, the Company allocates a first tranche at its sole discretion and sends the final SAFE directly to allocated investors via DocuSign together with an e-mail allocation notice. Selected investors sign the SAFE within 5 business days of receipt; the Company countersigns promptly; the Investor wires the Purchase Amount within 5 business days of countersignature per Schedule A of the SAFE. The Company reserves the right to issue additional allocations on a selective basis if capacity below the SEK 20M hard cap remains.
- Allocation discretion: the Company has sole discretion over allocation. The IOI places the investor under consideration for allocation but provides no guarantee of acceptance or of a specific amount. First-tranche allocations and the first-tranche total will be communicated within 5 business days of the close of the IOI window. Any additional allocations issued thereafter will be communicated individually as they are made.
- Same terms for all selected investors: every selected investor signs an identical SAFE. Investors allocated SEK 1,000,000 or more also receive an identical pro-rata side letter,

which entitles the holder to maintain its ownership percentage by participating in the next priced financing at the new round terms. An MFN clause means that any later, more favorable SAFE terms (e.g., introducing a valuation cap) automatically extend to all earlier holders.

- Document revisions and withdrawal. The Company reserves the right (i) to make immaterial, clarifying, technical, or typographical revisions to the SAFE, pro-rata side letter and ancillary documents at any time prior to execution, and (ii) to withdraw, suspend, or cancel the offering in whole or in part at any time prior to execution of a SAFE, without liability to any IOI submitter. Any revision that would be materially adverse to investors compared with the form circulated at the IOI stage will be specifically communicated to allocated investors before signing, who will have the opportunity to decline allocation. Examples of revisions that are not considered materially adverse include drafting clarifications, fixing typos or cross-references, conforming Swedish-law adaptations, and changes that are equally or more favourable to investors.
- Accounting treatment. The SAFE is structured as an equity-like instrument under Swedish accounting standards (BFNAR 2016:10 (K2) or BFNAR 2012:1 (K3) as applicable to the Company), recorded within contributed capital (annat tillskjutet kapital). All SAFE settlement events result in the issuance of shares of the Company; any cash flowing to the investor at a Liquidity Event is paid by the acquiror (or the listing market), and any cash flowing in a Dissolution Event is paid as an equity distribution under Chapter 25 of the Swedish Companies Act.

#### 4. Illustrative cap table (fully diluted)

The table below is illustrative and not a representation of actual outcomes. Final dilution depends on the eventual priced round's terms.

Holder	Today (post-ESOP authorization)	After SAFEs (pre-priced round)	After hypothetical Series A *
Founders	90%	90%	~40%
Employee option pool (reserved)	10%	10%	~10%
F&F SAFE investors (as-converted)	-	-	~25%
New Series A investors	-	-	~25%
Total	100%	100%	100%

\* Assumes SEK 15M raised on SAFEs, converting at 25% discount into a Series A priced at SEK 80M post-money (SEK 20M raised at SEK 60M pre-money), with the priced round option pool topped up to 10% post-money from pre-money. Numbers are illustrative; final dilution depends on the actual priced round terms.

#### 5. Use of funds

- Employee cost (e.g., senior engineer and bizops roles) - SEK 5M
- Go-to-market and user acquisition - SEK 2M
- General operating costs, licenses, IT, systems, and outsourcing - SEK 1M

- Reserves and runway - SEK 2M

Aggregate intended runway from the round: 12 months+. Go-to-market scale, hiring pace and runway (& associated investment cost) to scale with final round size, while general operating costs expected to remain broadly fixed irrespective of round size.

## 6. Risk factors

Investors should read the following carefully before subscribing. The SAFE is a high-risk investment and the full loss of capital is possible.

- Loss of capital. The Company is an early-stage business. Investors should be financially prepared to lose their entire investment.
- Key person dependence. The Company is highly dependent on its three co-founders. The loss of any one of them, or a material change in their commitment, ability to continue, or relationship with each other, would have a material adverse effect on the Company and on the investor's investment.
- No liquidity. The SAFE is not transferable without Company consent and there is no secondary market.
- Dilution. The SAFE converts into Shares at the next priced equity financing. The SAFE holder's resulting ownership percentage is determined by the Purchase Amount divided by the Series A post-money valuation, adjusted for the 25% discount. The post-money SAFE structure means that any option pool top-up at the priced round (funded from pre-money) dilutes founders rather than SAFE holders - this is the defining feature of the post-money (versus pre-money) SAFE structure. SAFE holders are, however, diluted on a pro-rata basis by subsequent priced equity financings (e.g., a future Series B). See the illustrative cap table in §4 for an example.
- Terms of future preference shares are unknown. The SAFE Preference Shares received upon conversion in an Equity Financing will carry whatever rights, preferences and restrictions the lead investor in the next priced round negotiates for Standard Preference Shares. Typical Swedish/European Series A terms include 1x non-participating liquidation preference and broad-based weighted-average anti-dilution, but the specific terms are not set today and will be determined at the priced round. SAFE Liquidity Shares (issued on a Liquidity Event prior to any Equity Financing) and SAFE Liquidation Shares (issued on a Dissolution Event) carry a 1x non-participating liquidation preference as set out in the SAFE.
- Conversion uncertainty. If no qualifying priced round, Liquidity Event or Dissolution Event ever occurs, the SAFE may remain outstanding indefinitely and the investor may never receive Shares. While outstanding, the SAFE entitles the investor to a proportional Dividend Amount if the Company pays a cash dividend on Ordinary Shares (per SAFE Section 5(c)), calculated by treating the dividend date as a notional Liquidity Event.
- No investeravdrag. The SAFE is not a subscription for newly issued shares. Swedish-resident individual investors will accordingly not qualify for the Swedish investor deduction (investeravdrag) on this investment. The Company is not offering a parallel direct share subscription in this round.

- Legal novelty in Sweden. The SAFE is a contractual future-equity right under Swedish law. The instrument does not have established statutory precedent in Sweden. It is drafted as a sui generis civil-law contract intended not to be re-characterized as a debt instrument (skuldebrev) or warrant (teckningsoption); however, no court or tax authority has confirmed this treatment.
- Tax. Each investor is responsible for understanding the tax treatment of the SAFE in their jurisdiction of residence. The Company has not obtained a tax ruling. The SAFE is intended to be treated as an equity-like instrument from a Swedish corporate and accounting perspective.
- Foreign investors. Non-Swedish investors are responsible for confirming that the acquisition of the SAFE is permitted under the laws of their jurisdiction and complies with applicable private placement, securities, prospectus, anti-money-laundering and tax laws there.
- Currency risk. The SAFE is denominated in SEK. Investors whose home or functional currency is not SEK will bear foreign exchange risk on the value of their investment and on any cash payments received from the Company.
- No prospectus. This is a private placement to fewer than 150 persons in any EEA member state and is therefore exempt from the requirement to publish a prospectus under the EU Prospectus Regulation (EU) 2017/1129. No prospectus has been prepared, reviewed or approved by any regulatory authority.
- No representations beyond the SAFE. The Company makes no representations or warranties beyond those expressly set forth in the SAFE and this memorandum.

## 7. KYC and signing

To submit an IOI, each investor must provide, via <https://round.halcy.site>:

- Full legal name and address.
- Personnummer (for Swedish-resident individuals) or passport / national ID number (for non-Swedish individuals); org.nr. (for entities).
- Tax residency declaration.
- Source-of-funds confirmation.
- Sanctions / PEP self-certification.
- Phone number for KYC follow-up.
- IOIs are non-binding on both sides. Upon allocation at the close of the IOI window, selected investors receive the SAFE (and, where applicable, the pro-rata side letter) via DocuSign. The instrument becomes binding only upon execution by both parties.

## 8. Contact

- Questions on the round: [questions@halcy.site](mailto:questions@halcy.site)
- Round website: <https://round.halcy.site>
- Registered address: Halcy AB, Drottningholmsvägen 296, 167 31 Bromma, Sweden (org.nr. 559564-5333).

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