

**Supplemental Information Disclosure
to Report Other Events**

FrankSpeech Network, Inc.

1550 Audubon Rd
Chaska, MN 55318
www.fsbnc.com

FrankSpeech Network, Inc., a Wyoming corporation is referred to herein as “*us*”, “*we*”, “*our*” or the “*Company*”.

As previously disclosed in a Supplemental Information Disclosure Statement filed on January 24, 2025, on or about December 24, 2024, the Company became aware that Joseph Oltmann, the Company’s former Chief Operating Officer and Director, misappropriated the Company’s source codes. Numerous attempts were made by the Company and its CEO, CFO and CTO for the codes to be returned to the Company, but Mr. Oltmann refused.

The source codes are critical to the operation of the Company’s business because the Company’s TV network utilizes these source codes in order to broadcast programs and hosts. The Company broadcasts programming on the FrankSpeech Network and the Mike Lindell TV Network (collectively, (the “*FrankSpeech Network*”), which is nationwide and worldwide, that are monetized, and subject to separate contractual agreements with advertisers, any disruption to its ability to broadcast would result in immediate financial harm to the Company.

On January 23, 2025, Mr. Oltmann threatened in a text message to the Company’s CEO, CFO and CTO to shut down the FrankSpeech Network so it would not operate over a payment dispute and if funds purportedly owed in the amount of \$959,223.43 were not delivered immediately.

As a result of Mr. Oltmann’s continued refusal to provide the Company with the source codes and repeated threats to shut down the Company’s operations, on January 24, 2025, the Company filed a Verified Complaint for Emergency Ex-Parte Temporary Restraining Order (the “*Motion*”) against Mr. Oltmann, PIN Business Network, Inc. And Pidoxa Tech Solutions, LLC (collectively the “*Defendants*”) in the District Court Arapahoe County State of Colorado (Case Number 2025CV30207), asking the court to grant a Protective Order (“*TRO*”) prohibiting the Defendants from disrupting or shutting down the Company’s broadcast operations until other issues can be briefed, scheduled, or resolved.

On January 28, 2025, the Court entered an order (the “*Order*”) granting the TRO against Mr. Oltmann, which provides that Mr. Oltmann and two entities under his control, PIN Business Network, Inc. and PiDoxa Tech Solutions, LLC, are enjoined from engaging in any conduct that impacts the operations of Plaintiff, including shutting down their network or selling any of their equipment.

The Order included “FINDINGS OF FACT”:

- The Company has demonstrated that immediate and irreparable injury, loss, or damage will result if the Defendants were to follow through on their threat to “immediately shut down all of FrankSpeech” and sell “all of the equipment” of FrankSpeech.
- The Company’s inability to broadcast and comply with contracts with advertisers will cause immediate financial harm to the Company and its shareholders.
- The Defendants cannot completely shut down FrankSpeech’s operations while they resolve their civil disputes, which may require lengthy court action/involvement.

- The Company has made effort to notify Defendants of its Motion, and Company's counsel was undertaking service on Defendant contemporaneously with the filing of its Motion.
- The balance of equities favors granting the ex parte TRO due to the need to ensure the Company's operations are not shut down until such time as further proceedings can take place.
- Granting the TRO will preserve the status quo pending a hearing within 14-days of the issuance of this Order, and any future resolution of the civil disputes between the parties.

The TRO is in effect for as long as fourteen (14) days, or until a hearing as on this Motion takes place. As permitted by C.R.C.P. 65(b), the parties may agree to extend the TRO until such time as a hearing takes place. The Court is setting the hearing for Monday, February 10, 2025, at 10:00 am.

On January 29, 2025, the Company's Board of Directors approved the cancellation of 2,250,000 shares of its common stock, \$.001 par value, issued to Mr. Oltmann due to his actions in connection with his breach of a September 1, 2023 agreement with the Company's wholly-owned subsidiary, FrankSpeech, Inc. (the "**Agreement**"), whereby Mr. Oltmann agreed to provide certain technology, intellectual property rights and services to the Company. Mr. Oltmann failed to perform as required by the Agreement and has engaged in a series of actions designed to harm the Company (including while serving as the Company's COO and Director), including engaging in activities in direct competition with the Company's business and misappropriating the Company's customers, trade secrets and funds of approximately \$396,000 from the Company, as well as refusing to deliver the source codes for the Company's platforms as described above.

On January 23, 2025, the Company engaged a new development team to develop a new platform to replace the platform interrupted by Mr. Oltmann. The Company expects to complete the new platform by February 3, 2025.

This Supplemental Information Disclosure contains certain references to or summaries of provisions of documents, including the Agreement and Order. These summaries do not purport to be complete and are qualified in their entirety by reference to the texts of the original documents. Reference should be made to such documents for complete information concerning the rights and obligations of the parties. The Agreement and Order are attached to this Supplemental Information Report as Exhibits A and B.

CERTIFICATION:

I, Michael Lindell, certify that:

1. I have reviewed this Supplemental Information Disclosure for FrankSpeech Network, Inc.; and
2. Based on my knowledge, this Supplemental Information Disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the information covered by this disclosure statement.

January 29, 2025

/s/ Michael Lindell
Michael Lindell, Chief Executive Officer and Chairman

STOCK ISSUANCE AND PURCHASE AGREEMENT

This Stock Issuance and Purchase Agreement (this "**Agreement**") is made and entered into effective as of this 1st day of September, 2023 (the "**Effective Date**") by and between Frankspeech, Inc., a Delaware corporation (the "**Company**") and Joe Oltmann (the "**Purchaser**").

1. Issuance and Sale of Restricted Stock. The Company hereby issues and sells to the Purchaser on the Effective Date, and the Purchaser hereby agrees to purchase from the Company, Four Million Five-Hundred Thousand (4,500,000) shares of common stock ("**Common Stock**") of the Company, on the terms and conditions and subject to the restrictions set forth in this Agreement, the bylaws of the Company (the "**Bylaws**"), and that certain Buy-Sell and Shareholder Agreement of the Company dated August 26, 2022 (the "Buy-Sell Agreement") a counterpart signature page to which the Purchaser is executing and delivering herewith (the "**Restricted Stock**").

The Purchaser shall become the record owner of the Restricted Stock on the Effective Date and the Company will enter the Restricted Stock in the Purchaser's name in the books and records of either the Company or, if applicable, the Company's duly authorized transfer agent, as of the Effective Date. As used elsewhere herein, Restricted Stock refers to all of the Restricted Stock purchased hereunder and all securities received in connection with the Restricted Stock pursuant to stock dividends or splits, all securities received in replacement of the Restricted Stock in a recapitalization, merger, reorganization, exchange or the like, and all new, substituted or additional securities or other property to which the Purchaser is entitled by reason of the Purchaser's ownership of the Restricted Stock.

2. Consideration. The Company and the Purchaser agree that the Company shall issue and sell the Restricted Stock to the Purchaser in exchange for non-monetary consideration provided to the Company by Purchaser, namely, certain technology and all intellectual property rights related to said technology, which technology, currently implemented or to be implemented on the Frankspeech platform, which consists of:

- Community Social aggregator
- Communities News aggregator
- CMS system
- CRM integration MACH infrastructure
- Content algorithms and search schemas
- Portal platform
- Video system architecture
- Common libraries, which give the Frankspeech platform:
 - database connectivity (an ORM)
 - functions to handle things like timezones,
 - event requests (a message queue system)
 - data cache management

- sending emails via various vendors
- OAuth/authentication
- password and two factor authentication management
- integration with cloud storage.

As consideration for the issuance and sale of the Restricted Stock, Purchaser, on behalf of himself and/or his affiliates, hereby transfers and assigns to the Company the above-described technology and any and all intellectual property rights that Purchaser and/or his affiliates have or may have in said technology.

In addition to the above-listed technology, as additional consideration for the issuance and sale of the Restricted Stock to the Purchaser, Purchaser promises and agrees to grant the Company a perpetual, non-exclusive license to the Prometheus Intelligence Technology (the "Prometheus License").

The Company and the Purchaser further agree that the issuance of the Restricted Stock to the Purchaser by the Company shall constitute full and complete payment by the Company to the Purchaser for the above-listed technology, all related intellectual property rights, and the Prometheus License.

3. Investment and Taxation Representations. In connection with the sale of the Restricted Stock, the Purchaser represents to the Company the following:

3.1 The Purchaser is aware of the Company's business affairs and financial condition and has obtained sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Restricted Stock. The Purchaser is acquiring the Restricted Stock for investment for the Purchaser's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or under any applicable provision of state law. The Purchaser does not have any present intention to transfer the Restricted Stock to any other person or entity.

3.2 The Purchaser understands that the Restricted Stock has not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Purchaser's investment intent as expressed herein.

3.3 The Purchaser further acknowledges and understands that the securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Purchaser further acknowledges and understands that the Company is under no obligation to register the securities.

3.4 The Purchaser is familiar with the provisions of Rule 144, promulgated under the Securities Act, which, in substance, permits limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer of the securities (or from an affiliate of

such issuer), in a non-public offering subject to the satisfaction of certain conditions. The Purchaser understands that the Company provides no assurances as to whether the Purchaser will be able to resell any or all of the Restricted Stock pursuant to Rule 144, which rule requires, among other things, that the Company be subject to the reporting requirements of the U.S. Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) that resales of securities take place only after the holder of the Restricted Stock has held the Restricted Stock for certain specified time periods, and under certain circumstances, that resales of securities be limited in volume and take place only pursuant to brokered transactions. Notwithstanding this Section 3.4, the Purchaser acknowledges and agrees to the restrictions set forth in Section 3.5 below.

3.5 The Purchaser further understands that, in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and other than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

3.6 The Purchaser represents that the Purchaser is not subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act. The Purchaser also agrees to notify the Company if the Purchaser becomes subject to such disqualifications after the date hereof.

3.7 The Purchaser understands that the Purchaser may suffer adverse tax consequences as a result of the Purchaser's acquisition or disposition of the Restricted Stock. The Purchaser represents that the Purchaser has consulted any tax consultants the Purchaser deems advisable in connection with the acquisition or disposition of the Restricted Stock and that the Purchaser is not relying on the Company for any tax advice.

4. Investment Purpose in Acquiring the Shares. Purchaser acknowledges and agrees that he is acquiring the Shares for investment purposes only and not with a view to their resale or distribution. Purchaser has no present intention to resell or otherwise dispose of the Shares. In making these representations, Purchaser understands that in the view of the Securities and Exchange Commission, the securities law registration exemptions referred to above would not be available if, notwithstanding my representation, Purchaser has in mind merely acquiring the Shares for resale upon the occurrence or nonoccurrence of some predetermined event.

5. Restrictions on Transfer of Shares. Purchaser realizes that there are restrictions on the transfer of the Stock, as set forth in the Buy-Sell Agreement, and that such Buy-Sell Agreement may require Purchaser to sell the Shares if certain events occur. Purchaser agrees that the Company may place an endorsement on the Shares' certificate(s) as required by the Buy-Sell Agreement.

6. Restrictive Legends. Purchaser agrees that the Company may place restrictive legends on the certificate representing the Shares, containing substantially the following language:

“The shares of stock represented by this certificate have not been registered under the federal or applicable state securities laws, and are subject to an investment letter. They may not be sold, offered for sale, transferred or otherwise disposed of, in whole or in part, without (i) registration under the federal and applicable state securities laws; or (ii) an opinion of counsel satisfactory in form and substance to counsel for the corporation that such transaction may lawfully be made without registration under such laws.”

The following legend is also acknowledged and acceptable, as set forth in Section 1.2 of the Buy-Sell Agreement:

“The shares represented by this certificate are subject to the provisions of a Buy-Sell and Shareholder Agreement, as may be amended from time to time (the “Agreement”). Such Agreement is available for inspection at the principal office of the Corporation. Such Agreement contains provisions relating to the transfer and encumbrance of shares of stock of the Corporation. Any attempted sale, assignment, transfer, gift, pledge, or encumbrance, whether voluntarily or involuntarily, of any of the shares represented by this certificate, other than as permitted in such Agreement, is void and of no effect.”

7. Indemnification. Purchaser agrees to save and hold harmless, defend and indemnify the Company and its directors and officers from any claims, liabilities, damages, losses, expenses, or penalties arising out of a breach or nonperformance by Purchaser of any agreement, representation or warranty made by Purchaser in this Stock Issuance and Purchase Agreement.

8. Required Notices. The Purchaser acknowledges that the shares of Restricted Stock are issued and shall be held subject to all the provisions of this Agreement, the certificate of incorporation and the Bylaws of the Company and any amendments thereto, copies of which are on file at the principal office of the Company. A statement of all of the rights, preferences, privileges and restrictions granted to or imposed upon the respective classes and/or series of shares of stock of the Company and upon the holders thereof may be obtained by any stockholder upon request and without charge, at the principal office of the Company, and the Company will furnish any stockholder, upon request and without charge, a copy of such statement. The Purchaser acknowledges that the provisions of this section shall constitute the notices required by Sections 151(f) and 202(a) of the Delaware General Corporation Law and the Purchaser hereby expressly waives the requirement of Section 151(f) of the Delaware General Corporation Law that it receive the written notice provided for in Sections 151(f) and 202(a) of the Delaware General Corporation Law within a reasonable time after the issuance of the Restricted Stock.

9. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

10. Undertaking. The Purchaser hereby agrees to take whatever additional actions and execute whatever additional documents the Company may in its reasonable judgment deem necessary or advisable to effect any of the obligations or restrictions imposed on the Purchaser pursuant to the express provisions of this Agreement.

11. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Purchaser and the Purchaser's beneficiaries, executors, administrators and the person(s) to whom the Restricted Stock may be transferred by will or the laws of descent or distribution.

12. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each provision of this Agreement shall be severable and enforceable to the extent permitted by law.

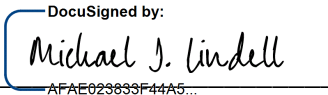
13. Amendments and Waivers. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

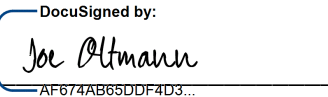
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FRANKSPEECH, INC.

By: 
AF6E023833F44A5...
Name: Michael J. Lindell
Title: CEO

JOE OLTMANN

By: 
AF674AB65DDF4D3...
Printed Name: Joe Olmann

DISTRICT COURT, ARAPAHOE COUNTY, STATE OF COLORADO 7325 S Potomac St #100 Centennial, CO 80112	DATE FILED January 28, 2025 10:11 AM CASE NUMBER: 2025CV30207 ▲ FOR COURT USE ONLY ▲
Plaintiff: FRANKSPEECH NETWORK, INC. v. Defendants: JOSEPH T. OLTSMANN, PIN BUSINESS NETWORK, INC., and PiDOXA TECH SOLUTIONS, INC.	Case Number: 2025CV30207 Division: 202
<p align="center">ORDER GRANTING VERIFIED COMPLAINT FOR EMERGENCY EX PARTE TEMPORARY RESTRAINING ORDER</p>	

THIS MATTER comes before the Court on Plaintiff FrankSpeech Network, Inc.’s Verified Complaint for Emergency Ex Parte Temporary Restraining Order pursuant to Colorado Rule of Civil Procedure 65(b) (“Motion”). Attached to the Motion was Exhibit A, a copy of a text message, and a “stock” Proposed Order regarding the Motion.¹ The Court, having reviewed the Motion, Exhibit A, and the applicable law, hereby finds and orders as follows:

FINDINGS OF FACT

Plaintiff FrankSpeech Network, Inc., (“FSN”) is a publicly traded Wyoming Corporation that is in the media and entertainment business. Stock trading symbol FSNB is headquartered in Greenwood Village, Colorado.

Chairman/CEO, Michael Lindell, President/COO Gregory Martin, and Chief Financial Officer, Ean Martin, filed this Motion on behalf of its shareholders and the public company.

Defendant Joseph Oltmann is an owner of PIN Business Network, Inc. and PiDoxa Tech Solutions, LLC. These companies are Delaware Corporations whose

¹ The Proposed Order that was filed with this Motion was a “stock” Proposed Order that gave the Court the option to either “Grant” or “Deny” the Motion, when C.R.C.P. 65(b) clearly requires findings by the Court to act on an emergency *ex parte* basis. The Court’s expectation is that counsel file a Proposed Order that is useful to the Court if they wish the Court to act on an emergency basis. Counsel’s office was notified of this on yesterday’s date, January 27, 2025, and no new Proposed Order was filed.

principal places of business are in Greenwood Village, Colorado. These companies provide digital marketing, IT, network management and web-based support to Plaintiff.

Defendant Joseph Oltmann was also the Chief Operating Officer for Plaintiff and held a position on Plaintiff's Board of Directors until he resigned on December 31, 2024. Defendants own approximately 5.92% of outstanding shares of Plaintiff's stock, which is restricted and subject to a two-year lockup period.

Plaintiff alleges that Defendants wrongfully gained control over the technology used to operate the FrankSpeech platform, have refused to return property and have threatened to shut down Plaintiff's operations if they are not released from stock restrictions or receive other compensation, which Plaintiff alleges they are not entitled to by law or contract.

Plaintiff alleges Defendants have blocked access to Plaintiff's hardware forcing Plaintiff to re-broadcast old content and preventing them from new content generation and monetization. Plaintiff asserts they own, control and compensated Defendants to develop tools including the source controls for the FrankSpeech platforms and have demanded return of control over the technology to no avail.

On January 23, 2025, Defendant Oltmann threatened in a text message to Plaintiff to completely shut down their network if certain demands are not met. The text message was attached to the Motion as Exhibit A.

On January 24, 2025, Plaintiff filed their Motion with the Court, seeking the ex parte Temporary Restraining Order.

Given Plaintiff broadcasts programming on FrankSpeech Network and the Mike Lindell TV network, which is nationwide and worldwide, that are monetized, and subject to separate contractual agreements with advertisers, any disruption to Plaintiff's ability to broadcast would result in immediate financial harm to Plaintiff and their shareholders.

LAW AND CONCLUSIONS OF LAW

C.R.C.P. 65(b), (c), and (d) govern the issuance of TROs in Colorado.

Specifically, Rule 65(b) provides, in pertinent part:

A temporary restraining order may be granted without written or oral notice to the adverse party or his attorney only if: (1) It clearly appears from specific facts shown by affidavit or by the verified complaint or by testimony that immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party or his attorney can be heard in opposition, and (2) the applicant's attorney certifies to the court

in writing or on the record the efforts, if any, which have been made to give the notice and the reasons supporting his claim that notice should not be required. Every temporary restraining order granted without notice shall be endorsed with the date and hour of issuance; shall be filed forthwith in the clerk's office and entered of record; shall define the injury and state why it is irreparable and why the order was granted without notice; and shall expire by its terms within such time after entry not to exceed 14 days, as the court fixes, unless within the time so fixed, the order, for good cause shown, is extended for a like period or unless the party against whom the order is directed consents that it may be extended for a longer period.

C.R.C.P. 65(c) addresses the giving of security as a condition of the issuance of a TRO. Rule 65(c) provides, in pertinent part:

No restraining order or preliminary injunction shall issue except upon the giving of security by the applicant, in such sum as the court deems proper, for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained. ...

C.R.C.P. 65(d) provides some additional requirements for a TRO. This subpart of Rule 65 provides:

Every order granting an injunction and every restraining order shall set forth the reasons for its issuance; shall be specific in terms; shall describe in reasonable detail, and not by reference to the complaint or other document, the act or acts sought to be restrained; and is binding only upon the parties to the action, their officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise.

The Court FINDS that Plaintiff has demonstrated that immediate and irreparable injury, loss, or damage will result if the Defendants were to follow through on their threat to “immediately shut down all of FrankSpeech” and sell “all of the equipment,” of Frankspeech. *See* Exhibit A to Motion. That harm would be immediate, given because of the reasons Plaintiff articulated in their Motion. The inability to broadcast and comply with contract with advertisers will cause immediate financial harm to Plaintiff and their shareholders. This is clearly a civil dispute between the parties, but Defendants cannot completely shut down FrankSpeech’s

operations while they resolve their civil disputes, which may require lengthy court action/involvement.

Plaintiff has made effort to notify Defendants of their Motion. They represented that Plaintiff's counsel was undertaking service on Defendant contemporaneously with the filing of their Motion

The balance of equities favors granting the ex parte TRO due to the need to ensure Plaintiff's operations are not shut down until such time as further proceedings can take place.

Granting the TRO will preserve the status quo pending a hearing within 14-days of the issuance of this Order, and any future resolution of the civil disputes between the parties.

CONCLUSION

Based on the foregoing findings of fact and conclusions of law, IT IS HEREBY ORDERED:

Plaintiff's Motion is **GRANTED**.

Defendants Joseph Oltmann, PIN Business Network, Inc. and PiDoxa Tech Solutions, LLC, are hereby enjoined from:

Engaging in any conduct that impacts the operations of Plaintiff, including shutting down their network or selling any of their equipment.

As security, Plaintiff is ordered to post a cash or surety bond in the amount of one-thousand dollars (\$1,000). This TRO will not be unenforceable until that security is posted and proof thereof is filed with this Court.

This Temporary Restraining Order in effect for as long as fourteen (14) days, or until a hearing as on this Motion takes place. As permitted by C.R.C.P. 65(b), the parties may agree to extend the TRO until such time as a hearing takes place.

Given there is a current judicial officer vacancy in Division 202, the division where this matter is assigned, the Court is setting the hearing within 14 days of issuance of this Order for **Monday, February 10, 2025, at 10:00 am**. The hearing will be held in-person in **Division 201 of the Arapahoe County Justice Center**. Each side will have one hour to present their evidence. If the parties determine they need additional time to present their evidence, they can discuss continuing the date to a date and time wherein more time is available and notify the Court they agree to extend the TRO to a different date and time. The Court only has US mail addresses for Defendants, so Plaintiff is to serve a copy of this Order on Defendant forthwith, file a Notice of Service with the Court and file a Notice of Hearing with the Court.

SO ORDERED this 28th day of January, 2025 at 10:02 am.

BY THE COURT:



Michelle A. Amico
District Court Judge
Eighteenth Judicial District