

SUPPLEMENTAL INFORMATION REPORT – TAPINATOR, INC.

SERIES 1 CONVERTIBLE PREFERRED STOCK FINANCING

On April 18, 2025, Tapinator, Inc. (the “Company”) entered into two Preferred Stock Purchase Agreements (the “Purchase Agreements”) with Ilya Nikolayev, the Company’s Chief Executive Officer and a member of the Company’s Board of Directors (“Board”), and with Andrew Merkatz, the Company’s President, Chief Financial Officer and a member of the Board, each for the purchase of up to 204,082 shares of the Company’s newly created Series 1 Preferred Stock for a purchase price of \$75,000 (the “Purchase Price”), or at a per share price of \$0.3675 (which was calculated based on the Company’s volume-weighted average price of common stock as quoted on OTC Markets for the thirty trading days prior to April 15, 2025).

Series 1 Preferred Stock have the preferences, rights and limitations set forth in the Certificate of Designation of Preferences, Rights and Limitations of Series 1 Convertible Preferred Stock (the “Certificate of Designation”), specifically each share of Series 1 Preferred Stock may be convertible into one (1) share of the Company’s common stock and shall have two (2) times the voting rights for each share of common stock issuable upon conversion on all matters with respect to which holders of other outstanding classes of the Company’s capital stock vote. The Purchase Price will be paid as follows: (i) \$15,000.00 on or before May 2, 2025; (ii) \$2,500 on or before May 20, 2025; and (iii) \$2,500 on or before each of the sixth (6th) and twentieth (20th) calendar day of each month thereafter until the entire Purchase Price has been paid in full.

The shares of Series Preferred Stock serve as collateral under the Purchase Agreements for the remaining payments of the Purchase Price. So long as Messrs. Nikolayev and Merkatz are not in default of any of his payment obligations under the Purchase Agreements, he will have the sole right to vote the Series 1 Preferred Stock for any matters for which the Series 1 Preferred Stock is entitled to vote as well as receive any dividends to which the Series 1 Preferred Stock is entitled to received.

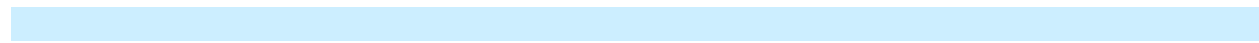
The financing will result in \$150,000 in gross proceeds to the Company over the next twelve months and will strengthen the Company’s balance sheet position (the “Financing”). The Financing was approved by the Board pursuant to Section 144 Delaware General Corporation Law related to interested party director transactions. The Certificate of Designation was filed with the Secretary of State of the State of Delaware on April 21, 2025. The 408,164 aggregate shares of newly created Series 1 Preferred Stock were created from the Company 1,532,500 shares of “blank-check” preferred stock.

The foregoing description of the form of Purchase Agreement and the Certificate of Designation do not purport to be complete and are qualified in their entirety by reference to the full text of the form of Purchase Agreement and the Certificate of Designation which are attached as Exhibits 1.1 and 1.2, respectively, to this Supplemental Information Report and incorporated herein by reference.

EXHIBITS

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
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1.1*	Form of Preferred Stock Purchase Agreement dated April 18, 2025.
1.2*	Certificate of Designation of Preferences, Rights and Limitations of Series 1 Convertible Preferred Stock dated April 18, 2025 and filed with the Secretary of State of the State of Delaware on April 21, 2025.



*filed herewith

EXHIBIT 1.1

PREFERRED STOCK PURCHASE AGREEMENT

THIS PREFERRED STOCK PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of April 18th, 2025 (the “Effective Date”), by and among **Tapinator, Inc.**, a Delaware corporation (the “Company”) and [**Andrew Merkatz/Ilya Nikolayev**], an individual who resides in the State of New York (“Purchaser”).

BACKGROUND

WHEREAS, Purchaser desires to purchase 204,082 shares of the Company’s Series 1 Preferred Stock as further described in certain Certificate of Designation of Preferences, Rights and Limitations of Series 1 Convertible Preferred Stock (the “Series 1 Preferred Stock”) filed with the Secretary of State of the State of Delaware on or before the Closing Date (as defined below), pursuant to the terms and conditions set forth herein; and

WHEREAS, the Company desires to sell the Series 1 Preferred Stock to Purchaser pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENT TO SELL AND PURCHASE.

1.1 Sale and Purchase of Series 1 Preferred Stock. Subject to the terms and conditions hereof, the Company hereby agrees to issue and sell to Purchaser, and Purchaser agrees to purchase from the Company, the Series 1 Preferred Stock for an aggregate purchase price of \$75,000.00 (the “Aggregate Purchase Price”), which is equivalent to a per share purchase price of \$0.3675 (which was calculated based on the Company’s volume-weighted average price as quoted on OTC Markets for the thirty trading days prior to April 15, 2025), to be paid as follows: (i) \$15,000.00 on or before May 2, 2025 (the “Closing Date”); (ii) \$2,500 on or before May 20, 2025; and (iii) \$2,500 on or before each of the sixth (6th) and twentieth (20th) calendar day of each month thereafter until the entire Aggregate Purchase Price has been paid in full. In the event a calendar payment day falls on a day which is not a business day, the applicable payment shall be due on the next business day thereafter. The shares of Series 1 Preferred Stock shall be “restricted securities” as such term is defined by the Securities Act of 1933, as amended (the “Securities Act”). On or about the Closing Date, the Company shall cause a stock certificate to be issued and delivered to Purchaser evidencing the Series 1 Preferred.

1.2 Series 1 Preferred Stock as Collateral. Purchaser hereby agrees that the Series 1 Preferred Stock purchased hereby (including any securities which might be issued upon the conversion of the Series 1 Preferred Stock) (collectively, the “Collateral Securities”) shall be pledged as collateral with respect to all future payments required of Purchaser set forth in Section 1.1 above. As of the Closing Date, Purchaser grants to the Company a first-priority secured position in all of the Collateral Securities and agree to execute any additional documents and agreements reasonably requested by the Company to create, perfect, or maintain such secured position. So long as Purchaser is not in default of any of

Purchaser's payment obligations set forth in Section 1.1 above, Purchaser shall have the sole right to vote the Series 1 Preferred Stock for any matters for which the Series 1 Preferred Stock is entitled to vote as well as receive any dividends to which the Series 1 Preferred Stock is entitled to received. Upon Purchaser timely making all payments set forth in Section 1.1, the Company's secured interest in the Collateral Securities shall be fully and completely released and the Company shall execute any documents necessary or desirable to evidence such release.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company hereby represents and warrants to Purchaser as of the Effective Date and the Closing Date as follows:

2.1 Organization, Good Standing and Qualification of Company. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Agreement, to issue and sell the Series 1 Preferred Stock and to carry out the provisions of this Agreement and to carry on its business as presently conducted. The Company is duly qualified to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

2.2 Authorization; Binding Obligations of Company. All action on the part of the Company, its officers, shareholders and directors necessary for the authorization of this Agreement, the performance of all obligations of the Company hereunder and the authorization, sale, issuance and delivery of the Series 1 Preferred Stock pursuant hereto have been taken. The Agreement, when executed and delivered, will be a valid and binding obligation of the Company enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) general principles of equity that restrict the availability of equitable remedies.

3. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser hereby represents and warrants to the Company as of the Effective Date and the Closing Date as set forth below as follows:

3.1 Purchaser Bears Economic Risk. Purchaser has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. Purchaser must bear the economic risk of this investment indefinitely unless the Series 1 Preferred Stock are registered pursuant to the Securities Act, or an exemption from registration is available. Purchaser understands that the Company has no present intention of registering the Series 1 Preferred Stock under the Securities Act.

3.2 Acquisition for Own Account. Purchaser is acquiring the Series 1 Preferred Stock Purchaser's own account for investment only, and not with a view towards their distribution.

3.3 Purchaser Can Protect Its Interest. Purchaser represents that by reason of its, or of its management's, business or financial experience, Purchaser has the capacity to protect its own interests in connection with the transactions contemplated in this Agreement

3.4 Accredited Investor. Purchaser represents that it is an “accredited investor” within the meaning of Regulation D under the Securities Act.

4. MISCELLANEOUS.

4.1 Governing Law. This Agreement shall for all purposes be construed and interpreted in accordance with the laws of the State Delaware, without regard to any conflict of law rule or principle that would give effect to the laws of another jurisdiction. All parties hereto (i) agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted only in a federal or state court located in the City of New York in the State of New York; (ii) waive any objection which they may now or hereafter have to the laying of the venue of any such suit, action or proceeding, including, without limitation, any objection based on the assertion that such venue is an inconvenient forum; and (iii) irrevocably submit to the jurisdiction of such federal or state courts in the City of New York in the State of New York in any such suit, action or proceeding. All parties hereto agree that the mailing of any processing any suit, action or proceeding in accordance with the notice provisions of this Agreement shall constitute personal service thereof.

4.2 Survival. The representations, warranties, covenants and agreements made herein shall survive the closing of the transactions contemplated. All statements as to factual matters contained in any certificate or other instrument delivered by or on behalf of the Company pursuant hereto in connection with the transactions contemplated hereby shall be deemed to be representations and warranties by the Company hereunder solely as of the date of such certificate or instrument.

4.3 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and administrators and shall inure to the benefit of and be enforceable by each person who shall be a holder of the Series 1 Preferred Stock from time to time.

4.4 Entire Agreement. This Agreement, the Certificate of Designation and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof.

4.5 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.6 Amendment and Waiver. This Agreement may be amended or modified, and the obligations of the Company and the rights of Purchaser under the Agreement may be waived, only upon the written consent of the Company and Purchaser.

4.7 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) by personal delivery to the party to be notified, (b) by registered or certified mail, return receipt requested, postage prepaid, or (c) by nationally recognized overnight courier, specifying next day delivery. All notices shall be effective upon receipt or refusal. All communications shall be sent to the Company, and to Purchaser at address or electronic mail address as the Company or Purchaser may designate by ten (10) days advance written notice to the other parties hereto.

4.8 Expenses. Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of the Agreement.

4.9 Attorneys' Fees. In the event that any suit or action is instituted under or in relation to this Agreement (including without limitation to enforce any provision or right of a party in this Agreement), the prevailing party with respect to each claim in such dispute shall be entitled to recover from the losing party with respect to such claim all reasonable fees, costs and expenses with respect to each claim for which a party is the prevailing party (including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all reasonable fees, costs and expenses of appeals), but only to the extent such prevailing party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

4.10 Titles and Subtitles. The titles of the sections and subsections of the Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

4.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed the **PREFERRED STOCK PURCHASE AGREEMENT** as of the date set forth in the first paragraph hereof.

COMPANY:

PURCHASER:

TAPINATOR, INC.

By: _____

By: _____

Name:

[Andrew Merkatz/Ilya Nikolayev], individually

Its:

EXHIBIT 1.2

TAPINATOR, INC.

CERTIFICATE OF DESIGNATION OF PREFERENCES, RIGHTS AND LIMITATIONS OF SERIES 1 CONVERTIBLE PREFERRED STOCK

PURSUANT TO SECTION 151(g) OF THE DELAWARE GENERAL CORPORATION LAW

The undersigned, Andrew Merkatz and Brian Chan, do hereby certify that:

1. They are the President and Secretary, respectively, of Tapinator, Inc., a Delaware corporation (the “Corporation”).

2. The Corporation is authorized to issue 1,532,500 shares of preferred stock, none of which are currently issued.

3. The following resolutions were duly adopted by the Board of Directors of the Corporation (the “Board of Directors”):

WHEREAS, the certificate of incorporation of the Corporation, as amended, provides for a class of its authorized stock known as preferred stock, consisting of 1,532,500 shares, \$0.001 par value per share, issuable from time to time in one or more series;

WHEREAS, the Board of Directors is authorized to fix the dividend rights, dividend rate, voting rights, conversion rights, rights and terms of redemption and liquidation preferences of any wholly unissued series of preferred stock and the number of shares constituting any Series 1 Preferred Stock and the designation thereof, of any of them; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to fix the rights, preferences, restrictions and other matters relating to a series of the preferred stock, which shall consist of up to 408,164 shares of the preferred stock which the Corporation has the authority to issue, as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby provide for the issuance of a series of preferred stock for cash or exchange of other securities, rights or property and does hereby fix and determine the rights, preferences, restrictions and other matters relating to such series of preferred stock as follows:

TERMS OF PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

“Common Stock” means the Corporation’s common stock, par value \$0.001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

“Common Stock Equivalents” means any securities of the Corporation or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

“Conversion Date” shall have the meaning set forth in Section 6(a).

“DGCL” means the Delaware General Corporation Law.

“Holder” shall have the meaning given such term in Section 2.

“Liquidation Event” means, whether in a single transaction or series of transactions, the voluntary or involuntary liquidation, dissolution or winding up of the Corporation or such Subsidiaries the assets of which constitute all or substantially all of the assets of the business of the Corporation and its Subsidiaries, taken as a whole.

“New York Courts” shall have the meaning set forth in Section 8(d).

“Notice of Conversion” shall have the meaning set forth in Section 6.

“Original Issue Date” means the date of the first issuance of any shares of the Series 1 Preferred Stock.

“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“Subsidiary” means any current subsidiary of the Corporation and shall, where applicable, also include any direct or indirect subsidiary of the Corporation formed or acquired after the Original Issue Date.

Section 2. Designation, Amount and Par Value. The series of preferred stock shall be designated as its Series 1 Convertible Preferred Stock (the “Series 1 Preferred Stock”) and the number of shares so designated shall be up to 408,164 (which shall not be subject to increase without the written consent of the holders of a majority of the then outstanding Series 1 Preferred Stock (each, a “Holder” and collectively, the “Holders”)). Each share of Series 1 Preferred Stock shall have a par value of \$0.001 per share.

Section 3. Dividends. Except for stock dividends or distributions for which adjustments are to be made pursuant to Section 7, Holders shall be entitled to receive, and the Corporation shall pay, dividends on shares of Series 1 Preferred Stock equal (on an as-if-converted-to-Common-Stock basis, without regarding to conversion limitations) to and in the same form as dividends actually paid on shares of the Common Stock when, as and if such dividends are paid on shares of the Common Stock. No other dividends shall be paid on shares of Series 1 Preferred Stock.

Section 4. Voting Rights. On all matters with respect to which holders of other outstanding classes of the Corporation capital stock vote, each share of Series 1 Preferred Stock shall

have a number of votes equal to two (2) times the number of shares of Common Stock then issuable upon conversion of such share of Series 1 Preferred Stock pursuant Section 6 below. Holders of the Series 1 Preferred Stock shall be entitled to written notice of all stockholder meetings or written consents (and copies of proxy materials and other information sent to stockholders) with respect to which they would be entitled by vote, which notice would be provided pursuant to the Corporation's bylaws and the DGCL.

Section 5. Liquidation, Dissolution, Winding-Up. Upon any Liquidation Event, the Holders shall be entitled to participate on an as-converted-to-Common Stock basis with holders of the Common Stock in any distribution of assets of the Corporation to the holders of the Common Stock. The Corporation shall mail written notice of any such Liquidation, not less than 10 days prior to the payment date stated therein, to each Holder.

Section 6. Conversion. Each share of Series 1 Preferred Stock shall be convertible, at any time and from time to time from and after the Original Issue Date at the option of the Holder thereof, into one (1) share of Common Stock by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"). Each Notice of Conversion shall specify the number of shares of Series 1 Preferred Stock to be converted, the number of shares of Series 1 Preferred Stock owned prior to the conversion at issue, the number of shares of Series 1 Preferred Stock owned subsequent to the conversion at issue and the date on which such conversion is to be effected, which date may not be prior to the date the applicable Holder delivers by facsimile such Notice of Conversion to the Corporation (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error. To effect conversions of shares of Series 1 Preferred Stock, a Holder shall not be required to surrender the certificate(s) representing the shares of Series 1 Preferred Stock to the Corporation unless all of the shares of Series 1 Preferred Stock represented thereby are so converted, in which case such Holder shall deliver the certificate representing such shares of Series 1 Preferred Stock promptly following the Conversion Date at issue. Shares of Series 1 Preferred Stock converted into Common Stock or redeemed in accordance with the terms hereof shall be canceled and shall not be reissued.

Section 7. Certain Adjustments. If the Corporation, at any time while this Series 1 Preferred Stock is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any other Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of, or payment of a dividend on, this Series 1 Preferred Stock), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Corporation, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section 7(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

Section 8. Vote to Change the Terms of or Issue Series 1 Preferred Stock. In addition to any other rights provided by law, except where the vote or written consent of the holders of a greater number of shares is required by law or by another provision of the Certificate of Incorporation, without first obtaining the affirmative vote at a meeting duly called for such purpose or the written consent without a meeting of the Holders, voting together as a single class, the Corporation shall not: (a) amend or repeal any provision of, or add any provision to, its Certificate of Incorporation or bylaws, file any certificate of designations or certificate of amendment, or issue or agree to issue any security or debt instrument if such action would adversely alter or change in any respect the preferences, rights, privileges or powers, or restrictions provided for the benefit, of the Holders of Series 1 Preferred Stock, regardless of whether any such action shall be by means of amendment to the Certificate of Incorporation or by merger, consolidation or otherwise; or (b) without limiting any provision of Section 9, whether or not prohibited by the terms of the Series 1 Preferred Stock, circumvent a right of the Series 1 Preferred Stock.

Section 9. Noncircumvention. The Corporation hereby covenants and agrees that the Corporation will not, by amendment of its Certificate of Incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Certificate of Designations, and will at all times in good faith carry out all the provisions of this Certificate of Designations and take all action as may be required to protect the rights of the Holders. Without limiting the generality of the foregoing or any other provision of this Certificate of Designations, the Corporation (i) shall not increase the par value of any shares of Common Stock receivable upon the conversion of any Series 1 Preferred Stock above the Conversion Price then in effect without the consent or vote of the Required Holders, (ii) shall take all such actions as may be necessary or appropriate in order that the Corporation may validly and legally issue fully paid and non-assessable shares of Common Stock upon the conversion of Series 1 Preferred Stock and (iii) shall, so long as any Series 1 Preferred Stock are outstanding, take all action necessary to reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Series 1 Preferred Stock, the maximum number of shares of Common Stock as shall from time to time be necessary to effect the conversion of the Series 1 Preferred Stock then outstanding (without regard to any limitations on conversion contained herein).

Section 10. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by email, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at such email address or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 10(a). Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by facsimile or e-mail, or sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile number or address of such Holder appearing on the books of the Corporation, or if no such facsimile number or e-mail address or address appears on the books of the Corporation, at the principal place of business of such Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number or e-mail attachment at the e-mail address set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number or e-mail attachment at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally

recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Absolute Obligation. Except as expressly provided herein, no provision of this Certificate of Designation shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages and accrued dividends, as applicable, on the shares of Series 1 Preferred Stock at the time, place, and rate, and in the coin or currency, herein prescribed.

c) Lost or Mutilated Series 1 Preferred Stock Certificate. If a Holder's Series 1 Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series 1 Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If any party shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

e) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

f) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

g) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

h) Status of Converted or Redeemed Series 1 Preferred Stock. Shares of Series 1 Preferred Stock may only be issued pursuant to this Certificate of Designation. If any shares of Series 1 Preferred Stock shall be converted, redeemed or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series 1 Convertible Preferred Stock.

RESOLVED, FURTHER, that the Chairman, the chief executive officer, the president or any vice-president, and the secretary or any assistant secretary, of the Corporation be and they hereby are authorized and directed to prepare and file this Certificate of Designation of Preferences, Rights and Limitations in accordance with the foregoing resolution and the provisions of Delaware law.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 18th day of April 2025.

/s/ Andrew Merkatz
Name: Andrew Merkatz

/s/ Brian Chan
Name: Brian Chan

Title: President

Title: Secretary

ANNEX A

NOTICE OF CONVERSION

**(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES OF
SERIES 1 PREFERRED STOCK)**

The undersigned hereby elects to convert the number of shares of Series 1 Convertible Preferred Stock indicated below into shares of common stock, par value \$0.001 per share (the “Common Stock”), of Tapinator, Inc., a Delaware corporation (the “Corporation”), according to the conditions hereof, as of the date written below.

Conversion calculations:

Date to Effect Conversion: _____

Number of shares of Series 1 Preferred Stock owned prior to Conversion: _____

Number of shares of Series 1 Preferred Stock to be Converted: _____

Number of shares of Common Stock to be Issued: _____

Number of shares of Series 1 Preferred Stock subsequent to Conversion: _____

Address for Delivery: _____

HOLDER

By: _____

Name:

Title: