SUPPLEMENTAL INFORMATION REPORT – TAPINATOR, INC.

BUSINESS TRANSITION EXECUTION AND CLOSING OF ASSET PURCHASE AGREEMENT AND DIVESTITURE OF GAMING ASSETS

In connection with the transition from its current mobile gaming business to a trade school digital publishing and technology business (the "Business Transition"), on February 1, 2026, Tapinator, Inc., a Delaware corporation (the "Company") entered into an Asset Purchase Agreement with Tapinator Holdings Corp., a New York corporation (the "Acquiring Entity"). Pursuant to the terms of the Purchase Agreement, the Company sold all of its gaming assets to the Acquiring Entity in exchange for the following: (i) Acquiring Entity's assumption of liabilities of the Company totaling approximately $1,500,000 and (ii) the issuance by the Acquiring Entity to the Company of a Promissory Note in the principal amounts of $500,000 (the "Promissory Note"). Additionally, the Acquiring Entity has agreed to provide transitionary services to the Company through a Management Services Agreement (the "Services Agreement") (collectively, the "Divestiture"). The Acquiring Entity is equally owned by Andrew Merkatz and Ilya Nikolayev, who are executive officers and directors of the Company. The Divestiture closed on January 31, 2026 at 11:59 p.m. Eastern Time. The Purchase Agreement and the Divestiture were approved via written consent by the Company's independent director and its stockholders holding more than 50% of the Company's voting power.

Pursuant to the terms of the Promissory Note and beginning on May 1, 2026, the Acquiring Entity will make monthly principal payments of $10,000 for a period of 50 months thereafter. The Promissory Note will bear interest at 3.8% per annum compounded annually and, in the event of Change of Control (as defined in the Promissory Note) of the Company, any then remaining principal and interest will be forgiven. Pursuant to the terms of the Services Agreement, the Acquiring Entity will not receive any compensation from the Company for providing the services described therein, which include, among other things, implementing the Company's Business Transition and maintaining the Company's OTC Markets filings. The initial term of the Services Agreement is for two years.

The Company's Chief Executive Officer, Ilya Nikolayev, its President and Chief Financial Officer, Andrew Merkatz, and its independent director, Hilary Herscher, will remain in their current roles with the Company. For the avoidance of doubt, Messrs. Nikolayev and Merkatz's executive employment agreements have been terminated, and neither will continue to be compensated by the Company but each of Messrs. Nikolayev and Merkatz will continue to provide services to the Company pursuant to the Services Agreement for no compensation. The Company plans to formally change its name to Trade School Go, Inc. and promptly file for a name and ticker symbol change with FINRA.

The foregoing descriptions of the Purchase Agreement, Promissory Note and Services Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Purchase Agreement, Promissory Note and Services Agreement which are attached as Exhibits 1.1, 1.2 and 1.3, respectively, to this Supplemental Information Report and incorporated herein by reference.

In connection with the Business Transition, the Purchase Agreement and the Divestiture, the Company issued a press release on February 2, 2026 which is attached as Exhibit 1.4 to this Supplemental Information Report and incorporated herein by reference.

EXHIBITS

Exhibit No.	**Description of Exhibit**

1.1*	Asset Purchase Agreement dated February 1, 2026 by and between Tapinator, Inc., a Delaware corporation, and Tapinator Holdings Corp, a New York corporation.
1.2*	$500,000 Promissory Note dated January 31, 2026 issued by Tapinator Holdings Corp, a New York corporation, to Tapinator, Inc., a Delaware corporation.
1.3*	Management Services Agreement dated January 31, 2026 by and between Tapinator, Inc., a Delaware corporation, and Tapinator Holdings Corp, a New York corporation.
1.4*	Press release issued by Tapinator, Inc., a Delaware corporation, on February 2, 2026.

*filed herewith

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of February 1, 2026, by and between Tapinator, Inc., a Delaware corporation ("**Seller**"), and Tapinator Holdings Corp., a New York corporation ("**Buyer**" and, together with Seller, the "**Parties**" and each, a "**Party**").

BACKGROUND

WHEREAS, Seller develops and publishes games for mobile platforms and generate revenues from mobile games via consumer transactions, including in-app purchases and subscriptions, and through the sale of branded advertisements (collectively, the "**Business**");

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, substantially all of the properties, business, and assets of Seller used in and related to the operation of the Business and Buyer desires to assume from Seller, and Seller desires to assign to Buyer, substantially all of the liabilities and obligations of Seller with respect to the operation of the Business, in each case for consideration and in accordance with the terms and conditions of this Agreement;

WHEREAS, Buyer and Seller desire to enter into this Agreement for the purpose of setting forth their mutual understandings and agreements with respect to the foregoing; and

WHEREAS, capitalized terms used but not defined in the context of the Section in which such terms first appear shall have the meanings set forth in Section 6.08.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I – PURCHASE AND SALE OF ASSETS

Section 1.01 **Purchase and Sale of Assets**. Upon the terms and subject to the conditions set forth in this Agreement, Seller hereby sells, transfers, assigns, conveys, and delivers to Buyer, and Buyer hereby purchases and acquires from Seller, all of the Acquired Assets, free and clear of all liens, claims and encumbrances of any nature whatsoever. "**Acquired Assets**" means all right, title, and interest in and to the following assets of Seller as of the Closing:

(a) all Intellectual Property related to the Business, including without limitation Seller's mobile platform games and app store accounts;

(b) all of Seller's rights in, to, and under the Leased Real Property;

(c) all Seller's tangible personal property (whether as owner, lessor, lessee or otherwise) located on the Leased Real Property at Closing;

(d) the contracts listed on Schedule 1.01(d) and all associated rights of Seller (the "**Transferred Contracts**");

(e) all notes receivable, trade receivables, accounts receivable, commissions, and other receivables and rights to payment of Seller that have arisen from the Business (except for any amounts due to Seller by Andrew Merkatz and Ilya Nikolayev under those certain Preferred Stock

Purchase Agreements dated April 18, 2025 for the purchase of the Company's Series 1 Convertible Preferred Stock which will continue to be due and payable to Seller under the terms thereof);

(f) all cash, cash equivalents, bank deposits, short-term investments, investment accounts, lockboxes, and similar cash items of Seller, wherever located;

(g) all approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained by, on behalf of, or for the benefit of Seller from any Governmental Authority, to the extent transferable, that are necessary for the operation of the Business;

(h) all books, records and other printed or written materials used or held for use primarily in the operation of the Business;

(i) all prepaid expenses paid primarily in the operation of the Business;

(j) all choses in action, causes of action, claims, and demands of Seller (whether known or unknown, matured or unmatured, accrued or contingent), in each case primarily related to the Business, including rights to returned or repossessed goods and rights as an unpaid vendor;

(k) rights of recovery, rights of warranty and indemnity, rights to product liability insurance proceeds, rights of set-off and rights of recoupment, in each case primarily related to the Business;

(l) all security deposits, utility deposits and other deposits;

(m) all marketing and advertising materials, all supplies and miscellaneous related assets used or held for use primarily in the operation of the Business;

(n) the Uniform Product Code Symbols of Seller and the use of any telephone numbers that are used exclusively in the operation of any of the Business;

(o) all claims of Seller against third parties arising from the Acquired Assets, whether choate or inchoate, known or unknown, contingent or noncontingent;

(p) those rights relating to deposits and prepaid expenses and claims for refunds and rights to offset in respect; and

(q) all other assets of Seller to the extent used primarily in the operation of the Business.

Section 1.02 **Assumption of Liabilities**. On and subject to the terms and conditions of this Agreement, Buyer agrees to assume and become responsible for the Assumed Liabilities as of the Closing. Buyer shall not assume or have any responsibility with respect to any Liability of Seller that is not an Assumed Liability. "**Assumed Liabilities**" means all liabilities other than the Retained Liabilities, including but not limited to:

(a) all Liabilities arising out of the operation by Seller of the Business or ownership of the Acquired Assets prior to the Closing; and

(b) all obligations of Seller arising under the Transferred Contracts.

Section 1.03 **Retained Liabilities**. Seller shall maintain sole responsibility of, and solely shall retain, pay, perform any Liabilities related to the agreements listed on Schedule 1.03 after Closing (collectively, the "**Retained Liabilities**").

Section 1.04 **Purchase Price**. The purchase price for the Acquired Assets (the "**Purchase Price**") shall be the following (i) the assumption of the Assumed Liabilities as described in Section 1.02 above which are valued at approximately $1,500,000 as of the Closing; and (ii) the issuance by Buyer to Seller of a Promissory Note in the principal amounts of $500,000 in substantially the form set forth on Exhibit A hereto (the "**Promissory Note**"); and (iii) other good and valuable consideration.

Section 1.05 **Transitionary Services.** In connection with this Agreement, Buyer has agreed to provide transitionary services to Seller for a period of two years as described in the Management Services Agreement in substantially the form set forth on Exhibit B hereto (the "**Services Agreement**").

Section 1.06 **Allocation**. The Parties agree to allocate the Purchase Price among the Acquired Assets for all purposes (including financial accounting and Tax purposes) in accordance with the allocation schedule attached to this Agreement as Exhibit C, which was arrived at in arm's length negotiations between the Parties (the "**Purchase Price Allocation**"). The Parties shall file all tax returns (including IRS Form 8594) consistent with the Purchase Price Allocation, and each Party agrees to provide the other a copy of its IRS Form 8594 promptly after the filing thereof. Neither Buyer nor Seller shall take a position that is inconsistent with the Purchase Price Allocation in any filings, declarations or reports with any Governmental Authority, and each of Buyer and Seller shall make consistent use of such allocation for all Tax purposes, unless otherwise required by applicable Law.

Section 1.07 **Closing**. The closing of the transactions contemplated by this Agreement (the "**Closing**") is deemed to occur as of 11:59 p.m. Eastern Time on January 31, 2026 or at such other time and place as the Parties may agree in writing (such date the "**Closing Date**").

Section 1.08 **Closing Obligations**. In addition to any other documents to be delivered under other provisions of this Agreement, on or before Closing:

(a) Seller will have delivered to Buyer:

(i) the Promissory Note, duly executed by Seller;

(ii) the Services Agreement, duly executed by Seller;

(iii) one or more assignments of all of the Acquired Assets that are intangible personal property in a form reasonably satisfactory to the Buyer, which assignment shall also contain Buyer's undertaking and assumption of the Assumed Liabilities (the "**Assignment and Assumption Agreements**"), duly executed by Seller;

(iv) With respect to the Leased Real Property, such instruments of assignment, consents, estoppel certificates and non-disturbance agreements as Seller are obligated to provide in accordance with the terms provisions and conditions of this Agreement; and

(v) one or more bills of sale for all of the Acquired Assets that are tangible personal property, each in a form mutually agreeable to the Parties (the "**Bills of Sale**"), duly executed by Seller.

(b) Buyer shall deliver to Seller:

(i) the Promissory Note, duly executed by Buyer;

(ii) the Services Agreement, duly executed by Buyer;

(iii) the Bills of Sale, duly executed by Buyer; and

(iv) the Assignment and Assumption Agreements, duly executed by Buyer.

ARTICLE II – REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer that the statements set forth in this Article II are true as of the date hereof:

Section 2.01 **Organization and Company Power**. Seller is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of the State of Delaware and has all the corporate and authority necessary to own or lease its properties and assets and to carry on its Business as currently conducted, except where the failure to be so organized, existing, qualified or in good standing, or to have such power or authority when taken together with all other such failures, has not, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Seller is duly qualified or licensed to do business and is in good standing in each of the jurisdictions in which the character of the properties owned or held under lease by it or the nature of its Business makes such qualification necessary, except where the failure to be so qualified or in good standing when taken together with all other such failures, has not, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 2.02 **Company Authorization**. Seller has the requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder. The execution, delivery and performance by each Seller of this Agreement, and the consummation by Seller of the transactions contemplated hereby, have been duly and validly authorized by Seller's board and no other corporate proceedings on the part of Seller is necessary to authorize this Agreement or to consummate the transactions contemplated hereby or to perform their obligations hereunder. This Agreement has been duly and validly executed and delivered by Seller and, assuming this Agreement constitutes the legal, valid and binding agreement of Buyer, constitutes a legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws, now or hereafter in effect, affecting creditors' rights generally or by general principles of equity (the "**Enforcement Exceptions**"). Upon the execution and delivery by Seller of any other document to which Seller is a party in connection with this Agreement, other than this Agreement and the Disclosure Schedules hereto, each of such other documents will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent limited by Enforcement Exceptions.

Section 2.03 **Non-Contravention; Filings and Consents**.

(a) The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not and will not (with or without notice or lapse of time, or both):

(i) contravene, conflict with, or result in any violation or breach of any provision of the articles/certificate of formation or limited liability company agreement or articles/certificate of incorporation or bylaws of Seller;

(ii) contravene, conflict with or result in a violation or breach of any provision of any Law or Order applicable to Seller or the Business;

(iii) require any consent or approval under, violate, conflict with, result in any breach of or any loss of any benefit under, or constitute a default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration or cancellation of any Transferred Contract to which Seller is a party; or

(iv) result in the imposition or creation of any Liens on or with respect to, any of the Acquired Assets.

(b) The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby by Seller does not and will not require any consent, approval, authorization or permit of, action by, filing with or notification to, any Governmental Authority, other than any actions or filings the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. For purposes of this Agreement, "**Governmental Authority**" means any national, state or local, domestic or foreign or international, government or any judicial, legislative, executive, administrative or regulatory authority, tribunal, agency, body, entity or commission or other governmental, quasi-governmental or regulatory authority or agency, domestic or foreign or international.

Section 2.04 **Ownership of Acquired Assets**. Seller owns good and transferable title to (or, if applicable, leasehold or licensee interests in) all of the Acquired Assets, free and clear of any Liens.

Section 2.05 **No Other Representations and Warranties**.

(a) Except for the representations and warranties contained in this Article II, neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller including any representation or warranty as to the accuracy or completeness of any information regarding the Business and the Acquired Assets furnished or made available to Buyer or its Affiliates (including any information, documents or material made available to Buyer) or as to the future revenue, profitability or success of the Business or any representation or warranty arising from statute or otherwise in Law.

(b) EXCEPT AS SET FORTH EXPRESSLY IN THIS AGREEMENT, SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY, WHETHER ORAL OR WRITTEN, RELATING TO ANY ACQUIRED ASSET (TANGIBLE, INTANGIBLE OR MIXED), INCLUDING IMPLIED WARRANTIES OF FITNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE III – REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller that the statements set forth in this Article III are true as of the date hereof:

Section 3.01 **Organization**. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the requisite corporate power to carry on its business as now conducted.

Section 3.02 **Authority for this Agreement**. Buyer has all necessary corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this

Agreement. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Buyer and no other corporate proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Buyer and, assuming due authorization, execution and delivery of this Agreement by Seller, constitutes a legal, valid and binding agreement of Buyer, enforceable in accordance with its terms against Buyer, except as enforceability may be limited by Enforcement Exceptions.

Section 3.03 **Consents and Approvals**. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby require no consent, approval, authorization or filing with or notice to any Governmental Authority other than any actions or filings the absence of which are not reasonably likely to prevent, materially delay or materially impair the ability of Buyer to consummate the transactions contemplated by this Agreement.

Section 3.04 **Non-Contravention**. The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated by this Agreement do not and will not (with or without notice or lapse of time or both) (i) contravene, conflict with, or result in any violation or breach of any provision of the certificate of organization or operating agreement of Buyer; (ii) assuming compliance with the matters referred to in Section 3.03, contravene, conflict with or result in a violation or breach of any Law or Order; or (iii) require any consent or approval under, violate, conflict with, result in any breach of any loss of any benefit under, or constitute a change of control or Default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration or cancellation of any contract to which Buyer is a party, or by which its properties or assets may be bound or affected, with such exceptions, in the case of each of clauses (ii) and (iii) of this section, as would not reasonably be expected to prevent, materially delay or materially impair the ability of Buyer to consummate the transactions contemplated by this Agreement.

Section 3.05 **Independent Investigation**. Buyer has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) and assets of the Business and the Acquired Assets, and acknowledges that it has been provided adequate access to the personnel, properties, premises, books and records, and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties regarding the Seller and the Acquired Assets set forth in Article II (including the related portions of any exhibits or schedules thereto); (b) Seller, its Affiliates or any other Person has not made any representation or warranty, except as expressly set forth in Article II (including the related portions of any exhibits or schedules thereto); and (c) it has not relied on any oral or written representation not expressly set forth in this Agreement. None of Seller, its Affiliates or any other Person is making, directly or indirectly, any representation or warranty with respect to any estimates, projections or forecasts involving the Business or the Acquired Assets. Buyer acknowledges that, if the Closing occurs, Buyer will acquire the Business and the Acquired Assets without any representation or warranty as to merchantability or fitness for any particular purpose, except as expressly set forth in Article II (including the related portions of any exhibits or schedules thereto).

ARTICLE IV – COVENANTS

Section 4.01 **Press Releases**. Buyer and Seller shall consult with each other before issuing any press release or making any other public statement with respect to this Agreement or the transactions contemplated hereby and shall not issue any such press release or make any such other public statement without the consent of the other Party, which shall not be unreasonably withheld, except as such release or statement may be required by Law or any listing agreement with or rule of any national securities exchange, in which case the Party required to make the release or statement shall consult with the other Party about, and allow the other Party reasonable time (to the extent permitted by the circumstances) to comment on, such release or statement in advance of such issuance, and the Party will consider such comments in good faith.

Section 4.02 **Taxes**.

(a) All transfer, documentary, sales, use, stamp, registration, value added and other such similar taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Buyer when due. Buyer shall at its own expense timely file any tax return or other document with respect to such taxes or fees (and Seller shall cooperate with respect thereto as necessary).

(b) Buyer shall pay or, if applicable, promptly indemnify and reimburse Seller for (i) all income Tax Liability imposed upon Seller (i) as a result of or with respect to the sale transaction contemplated hereunder; and (ii) all other unpaid Liability of Seller for Taxes attributable to tax periods or portions thereof through and including the Closing Date.

Section 4.03 **Reports and Returns**. After the Closing, Seller shall in a timely manner prepare and file all reports and returns required by Law relating to the business of Seller as conducted using the Acquired Assets, to and including the Closing.

Section 4.04 **Retention of and Access to Records and Assistance with Audit**. After the Closing Date, Buyer shall retain for a period consistent with Buyer's record-retention policies and practices those records of Seller delivered to Buyer. Seller shall have the right to retain copies of any and all such records for all legitimate purposes of Seller, including preparation of financial statements and tax returns. Buyer also shall provide reasonable access thereto, during normal business hours and on at least three days' prior written notice, to enable them to prepare financial statements or tax returns , a financial audit or deal with tax audits. For a period of one year after the Closing Date, Seller shall provide Buyer reasonable access to records that during normal business hours and on at least three days' prior written notice, to the extent necessary for the Business' legal compliance and preparation of financial statements and tax returns. Prior to the destruction of any records of Seller delivered to Buyer, Buyer shall notify Seller of such proposed destruction and shall offer Seller the option, exercisable within 30 days after Seller's receipt of such notice, to retake possession and ownership of any such records. Buyer shall, at its own expense, provide all reasonable assistance in connection with the preparation of the audit of the Seller's financial statements.

ARTICLE V – SURVIVAL

Section 5.01 **Survival**. Except in the case of fraud, (i) all representations and warranties of the Parties set forth in this Agreement, and (ii) the covenants and agreements of the Parties required to be performed or fulfilled at or prior to the Closing contained in this Agreement, will, in the case of Buyer, survive for a period of eighteen (18) months after the Closing and, in the case of Seller, terminate upon immediately after the date hereof, and no Party (or any Affiliate of such Party) will have any recourse against the other Parties (or their respective Affiliates) thereafter with respect to such representations and warranties, covenants, and agreements.

ARTICLE VI – MISCELLANEOUS

Section 6.01 **Entire Agreement; Assignment; Amendments**. This Agreement (including the exhibits and schedules to this Agreement) constitutes the entire agreement and supersedes all oral agreements and understandings and all written agreements prior to the date hereof between or on behalf of the Parties with respect to the subject matter hereof. This Agreement shall not be assigned by any Party by operation of law or otherwise without the prior written consent of the other Parties hereto. This Agreement may be amended only by a writing signed by each of the Parties, and any amendment shall be effective only to the extent specifically set forth in that writing.

Section 6.02 **Severability; Expenses; Further Assurances**. If any term, condition or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible. Except as otherwise specifically provided in this Agreement, each Party shall be responsible for the expenses it may incur in connection with the negotiation, preparation, execution, delivery, performance and enforcement of this Agreement. The Parties shall from time to time do and perform any additional acts and execute and deliver any additional documents and instruments that may be required by Law or reasonably requested by any Party to establish, maintain or protect its rights and remedies under, or to affect the intents and purposes of, this Agreement.

Section 6.03 **Notices**. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) upon confirmation of receipt by the addressee, if such notice or communication is delivered via facsimile or e-mail to the facsimile telephone number or e-mail address, as applicable, specified in this Section 6.03 or (b) upon receipt at address of the addressee specified in this Section 6.03, if such notice or communication is delivered by U.S. mail, courier or other physical delivery service. The addresses for such notices and communications shall be as follows:

If to Buyer, to:

Tapinator Holdings Corp.
1776 Broadway
Suite 2002
New York, NY 10019
E-mail: andy@tapinator.com
Attention: Andrew P. Merkatz

If to Seller (after the Closing), to:

Tapinator, Inc.
1776 Broadway
Suite 2002
New York, NY 10019
E-mail: ilya@tapinator.com
Attention: Ilya Nikolayev

or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above. Rejection or other refusal to accept or the inability for delivery to be effected because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

Section 6.04 **Governing Law**. This Agreement, and any dispute arising out of, relating to, or in connection with this Agreement, shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any choice or conflict of Law provision or rule (whether of the State of New York or of any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

Section 6.05 **Descriptive Headings**. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 6.06 **Parties in Interest**. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies or obligations of any nature whatsoever under or by reason of this Agreement.

Section 6.07 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. At the Closing, signature pages of counterparts may be exchanged by facsimile or by electronic transmittal of scanned images thereof, in each case subject to appropriate customary confirmations in respect thereof by the signatory for the Party providing a facsimile or scanned image and that Party's closing counsel.

Section 6.08 **Certain Definitions**. For purposes of this Agreement, the following terms shall have the following meanings:

"**Affiliate**" shall mean, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with such Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), with respect to the relationship between or among two or more Persons, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, by agreement or otherwise.

"**GAAP**" means United States generally accepted accounting principles and practices in effect from time to time applied consistently throughout the periods involved.

"**Improvements**" means all buildings, structures, fixtures and other improvements included in the Leased Real Property.

"**Intellectual Property**" means all intellectual property and proprietary rights, including all statutory, common law and other rights in, to, or arising out of, technology (whether recorded or not and regardless of form or method of recording), which may exist or be created under the Laws of any jurisdiction in the world, including without limitation all rights the following types: (i) rights associated with works of authorship (including rights in software), including copyrights, rights of attribution and integrity and other moral rights, (ii) rights in or arising out of logos, trademark, trade dress, business name, domain name and trade name rights and similar rights, (iii) rights associated with confidential information, including trade secret rights, (iv) patent and industrial design property rights, and equivalent or similar rights in, or arising out of, inventions (whether or not patentable), invention disclosures, improvements, modifications, methods or processes, (v) rights in, arising out of, or associated with a person's name, voice, signature, photograph, or likeness, including rights of personality, privacy, and publicity, (vi) rights in, or arising out of, or associated with databases, and (vii) rights in or relating to applications, registrations, renewals, extensions, combinations, divisions, re-examinations, and reissues of, and right to apply for applications or the applications for, any of the rights referred to in clauses (i) through (vii) above.

"**IRS**" means the Internal Revenue Service of the United States of America.

"**Law**" means any statute, law, ordinance, rule, regulation or requirement of a Governmental Authority.

"**Leased Real Property**" means real property leased by Seller at 1776 Broadway, Suite 2002, New York, NY 10019 (including construction in progress) and appurtenances thereto.

"**Liability**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"**Lien**" means, with respect to any property or asset, all pledges, liens, mortgages, charges, encumbrances, hypothecations, options, rights of first refusal, rights of first offer and security interests of any kind or nature whatsoever.

"**Material Adverse Effect**" means any state of facts, change, development, event, effect, condition, occurrence, or action that, individually or in the aggregate, (i) has a material adverse effect on the business, assets, properties, financial condition or results of operations of the Business, taken as a whole, or (ii) prevents, materially impedes or materially delays the consummation by Seller of the transactions contemplated by this Agreement. Notwithstanding the foregoing, "Material Adverse Effect" shall exclude any change, development, event, effect, condition, occurrence, or action resulting or arising primarily from: (a) changes in business or economic conditions affecting the United States or global economy or capital or financial markets generally or changes in conditions in the industries in which the Business operate; (b) national or international political or social conditions, including the ongoing conflict in Ukraine and the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States; (c) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index); (d) changes in accounting requirements or Law, or in each case, in the interpretation thereof; (e) any earthquake, hurricane, tsunami, tornado, flood, mudslide, wild fire or volcanic eruption, any pandemic, epidemic or similar outbreak (and responses thereto by Governmental Authorities), including the COVID

19 pandemic, or other natural disaster or act of god, or other force majeure event; or (f) the consummation of the transactions contemplated by this Agreement or any actions required to be taken by any Party pursuant to this Agreement

"**Order**" means any order, judgment, writ, decree or injunction issued by any court, agency or other Governmental Authority.

"**Person**" shall mean an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Authority.

"**Tax**" or, collectively, "**Taxes**" means any and all U.S. federal, state, local and non-U.S. taxes, assessments and other governmental charges, duties (including stamp duty), impositions and liabilities, including capital gains tax, taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, escheat, excise and property taxes as well as public imposts, fees and social security charges (including health, unemployment, workers' compensation and pension insurance), together with all interest, penalties, and additions imposed by a Governmental Authority with respect to such amounts

Section 6.09 **Interpretation**. The words "hereof," "herein," "hereby," "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation." The words describing the singular number shall include the plural and vice versa, words denoting either gender shall include both genders and words denoting natural Persons shall include all Persons and vice versa. The phrases "the date of this Agreement," "the date hereof," "of even date herewith" and terms of similar import, shall be deemed to refer to the date set forth in the preamble to this Agreement. Any reference in this Agreement to a date or time shall be deemed to be such date or time in New York, New York, unless otherwise specified. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Person by virtue of the authorship of any provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all at or on the date and year first above written.

SELLER:

Tapinator, Inc., a Delaware corporation

DocuSigned by:

By: Ilya Nikolayev

4C26A0AA648D430...

Name: Ilya Nikolayev
Title: Chief Executive Officer

BUYER:

Tapinator Holdings Corp., a New York corporation

DocuSigned by:

By: Andrew Merkatz

53CBEEE1FC044AA...

Name: Andrew P. Merkatz
Title: President and Chief Executive Officer

Exhibit A

FORM OF PROMISSORY NOTE

Exhibit B

FORM OF MANAGEMENT SERVICES AGREEMENT

Exhibit C

ALLOCATION SCHEDULE

The Purchase Price and the other consideration included in the amounts realized for income Tax purposes will be allocated among the Acquired Assets as follows.

Reference	**Assets of the Company**	**Allocation Methodology**
Class I	Cash and Cash Equivalents	N/A
Class II	Actively Traded Personal Property	The fair market value, if any, as of the Closing Date.
Class III	Accounts Receivable, Prepaid Expenses and Other Current Assets	Book value immediately prior to Closing determined in accordance with GAAP.
Class IV	Inventory	Book value immediately prior to Closing determined in accordance with GAAP.
Class V	Property and Equipment	Book value immediately prior to Closing determined in accordance with GAAP.
Class VI/VII	Intangibles/ Goodwill and Going Concern	For all Class VI/VII Assets: Any remaining amount allocated as a single lump sum.

PROMISSORY NOTE

$500,000.00

New York, New York
January 31, 2026

FOR VALUE RECEIVED, **TAPINATOR HOLDINGS CORP.**, a New York corporation ("Maker"), hereby promises to pay **TAPINATOR, INC.**, a Delaware corporation ("Payee"), the aggregate principal sum of Five Hundred Thousand and no/100 Dollars ($500,000.00), on the date set forth in this Promissory Note (this "Note"), and to pay to Payee interest on the unpaid principal balance of this Note at the rate and on the date set forth in this Note.

1. Reference to Asset Purchase Agreement. This Note is being issued and delivered by Maker to Payee pursuant to Section 1.04 of that certain Asset Purchase Agreement, as of an even date herewith, by and among Maker and Payee (the "Purchase Agreement").

2. Payment of Principal.

(a) Subject to the other terms of this Note, Maker shall pay the then outstanding and unpaid principal amount of this Note to Payee on June 1, 2030 (the "Maturity Date").

(b) Prior to the Maturity Date a principal-only payment of $10,000.00 shall be due and payable on the first calendar day of each month, with the first payment commencing on May 1, 2026 (each, a "Periodic Payment")

3. Payment of Interest. Subject to the other terms of this Note, the unpaid principal balance of this Note bears interest at an annual rate equal to three and 8/10th percent (3.8%) (which is the applicable federal long-term rate published by the Internal Revenue Service as of the issuance date of this Note and utilized pursuant to Sections 1274 and 7872 of the Internal Revenue Code of 1986, as amended) on the principal of this Note outstanding during the period beginning on the date of issuance of this Note) (the "Interest Rate"), calculated on the basis of a year consisting of 365 days and be compounded on an annual basis. All unpaid interest shall be due and payable on the Maturity Date.

4. Prepayment. Maker may prepay in whole or in part, the outstanding principal amount of this Note at any time after the date hereof.

5. Forgiveness Upon Change in Control. Upon the occurrence of a change in control of Payee by virtue of: (i) Payee selling, conveying or otherwise disposing of all or substantially all of its assets or (ii) Payee being acquired by way of a merger, consolidation, reorganization or other transaction or series of transactions pursuant to which shareholders of Payee prior to such transaction or transactions (other than bona fide equity financing transactions) own less than 50% of the voting interests in the surviving or resulting entity (each, a "Change of Control") and such Change of Control is closed prior to the Maturity Date, all then outstanding indebtedness under this Note shall become immediately forgiven and no longer be owed by Maker to Payee upon the closing of the Change of Control.

6. Event of Default. The occurrence of any of the following will constitute an "Event of Default" under this Note:

(a) Maker fails to pay when due the then owing and unpaid principal and/or interest payment within five (5) business days after a required Periodic Payment date or the Maturity Date;

(b) Maker (i) applies for or consents to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) admits in writing its inability to pay its debts generally as they mature, (iii) makes a general assignment for the benefit of its or any of its creditors, (iv) is dissolved or liquidated, (v) commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vi) takes any action for the purpose of effecting any of the foregoing; or

(c) Proceedings for the appointment of a receiver, trustee, liquidator or custodian of a Maker, or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to a Maker or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect will be commenced and an order for relief entered or such proceeding is not dismissed or discharged within ninety (90) days of commencement.

7. Rights of Payee Upon Event of Default.

(a) Upon the occurrence of an Event of Default described in Section 7 of this Note and at any time thereafter during the continuance of such Event of Default, Payee may, by written notice to Maker, declare all outstanding obligations payable by Maker hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding.

(b) Notwithstanding anything in this Note to the contrary, Maker shall have five (5) business days, after the receipt of any notice from Payee of a potential Event of Default, to cure any such potential Event of Default. If Maker has not cured the potential Event of Default within the five (5) business day period, or any longer period mutually agreed upon by the parties, only then shall an Event of Default be deemed to have occurred.

(c) Upon the occurrence of an Event of Default in payment of all amounts due at the Maturity Date, the Interest Rate shall be increased to ten percent (10%) with respect to the then principal and interest outstanding under this Note and calculated pursuant to Section 3 above from the date of the Event of Default.

8. Payments. Principal and interest due and payable under this Note shall be paid to Payee in lawful money of the United States of America at the address for notices to Payee as set forth in Section 6.03 of the Purchase Agreement, or at such other address as may be specified in a written notice to Maker by Payee. If any payment on this Note is due on a Saturday, Sunday or a bank or legal holiday, such payment shall be made on the next succeeding business day.

9. Priority of Payment. Payments under this Note shall be applied first to the outstanding principal amount balance and then to accrued and unpaid interest. All amounts due under this Note shall be payable without setoff, counterclaim or any other deduction whatsoever, except to such extent as may be expressly provided in the Purchase Agreement.

10. Waivers by Maker. Maker hereby waives presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note.

11. Exercise of Remedies. No delay or omission on the part of Payee in the exercise of any right or remedy under this Note shall operate as a waiver thereof, and no partial exercise of any right or remedy, acceptance of a past due installment or other indulgences granted from time to time shall be construed as a novation of this Note or precludes other or further exercise thereof or the exercise of any other rights or remedy. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note or in the Purchase Agreement, at law or in equity (including, without limitation, a decree of specific performance and/or other injunctive relief), and no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit Payee's right to pursue actual damages for any failure by Maker to comply with the terms of this Note. Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable and material harm to Payee and that the remedy at law for any such breach may be inadequate. Therefore, Maker agrees that, in the event of any such breach or threatened breach, Payee shall be entitled, in addition to all other available rights and remedies, at law or in equity, to seek and obtain such equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of showing economic loss and without any bond or other security being required.

12. Governing Law. **THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. THE PARTIES HERETO HEREBY DECLARE THAT IT IS THEIR INTENTION THAT THIS NOTE SHALL BE REGARDED AS MADE UNDER THE LAWS OF THE STATE OF NEW YORK AND THAT THE LAWS OF SAID STATE SHALL BE APPLIED IN INTERPRETING ITS PROVISIONS IN ALL CASES WHERE LEGAL INTERPRETATION SHALL BE REQUIRED.**

13. Notices. All notices under this Note shall be given in accordance with the notice provision set forth in Section 6.03 of the Purchase Agreement.

14. Entire Agreement; Nonassignability. This Note and the Purchase Agreement and any other agreements specifically referred to herein or therein or delivered pursuant hereto or thereto, (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, (b) shall not be assigned by operation of law or otherwise except as otherwise specifically provided, except a Maker may assign to any affiliate by operation of law or otherwise, and (c) shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. In the event of any conflict with respect to the terms of this Note and the Purchase Agreement, the Purchase Agreement shall control.

15. Attorneys' Fees. Should either party institute any action or proceeding in court or otherwise to enforce any provision hereof or for damages by reason of alleged breach of any provision of this Note, the substantially prevailing party shall be entitled to receive from the non-prevailing party such reasonable out of pocket expenses (including attorneys' fees and expenses) incurred by the substantially prevailing party in connection with any such action or proceeding.

16. Waiver of Jury Trial. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE PARTIES HERETO ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED HEREUNDER. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS NOTE WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

17. Counterparts and Electronic Signatures. This Note may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A signature to this Note sent by electronic means (e.g., .pdf) shall be deemed an original and binding upon the party against whom enforcement is sought.

[SIGNATURE PAGE FOLLOWS]

Maker has caused this Promissory Note to be issued and effective as of the date first referenced above.

TAPINATOR HOLDINGS CORP.

By:__________________________________
Name: Andrew P. Merkatz
Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

TAPINATOR, INC.

By:__________________________________
Name: Ilya Nikolayev
Title: Chief Executive Officer

MANAGEMENT SERVICES AGREEMENT

This **MANAGEMENT SERVICES AGREEMENT** (this "**Agreement**") is effective as of January 31, 2026 (the "**Effective Date**"), by and between Tapinator Holdings Corp., a New York corporation (the "**Service Provider**"), and Tapinator, Inc., a Delaware corporation (the "**Company**"). Service Provider and the Company are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

BACKGROUND

WHEREAS, this Agreement is being entered into in connection with Section 1.04 of that certain Asset Purchase Agreement, as of an even date herewith, by and among the Parties (the "Purchase Agreement"); and

WHEREAS, the Company desires to retain Service Provider to provide certain management and administrative services to the Company, and Service Provider is willing to provide such management and administrative services to the Company, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Retention of Service Provider; Services**. The Company hereby retains Service Provider, and Service Provider hereby agrees, to provide to the Company certain management and administrative support services (the "**Services**") which include, without limitation, the following: (i) general management oversight and administration of the Company's business, including relating to its public company OTC Markets reporting obligations; (ii) corporate and strategic development of the Company's business, including evaluating and pursuing potential merger and acquisition opportunities, (iii) internal product development initiatives within the area of trade school digital publishing and technology under the brand name "*Trade School Go*", and (iv) such other management and administrative services which the parties shall mutually determine are necessary for the efficient operation of the Company's business and affairs. The Parties agree that the Services shall be provided primarily by Andrew P. Merkatz, Ilya Nikolayev and Vincent Nikolayev (the "**Consultants**"), who are employees of Service Provider but not the Company as of the Effective Date, or third party providers hired by Service Provider. In connection with the Services, Mr. Merkatz shall serve as the Company's President and Chief Financial Officer and Mr. Nikolayev shall serve as the Company's Chief Executive Officer. Services shall not include third party accounting, legal, or other corporate services, which will be paid directly by the Company. Service Provider shall devote approximately forty (40) hours per week to perform the Services during the Term (as defined below).

2. **Relationship of the Parties**. At no time shall the Consultants, any independent contractors engaged by Service Provider and/or the employees of any such independent contractors be considered employees of the Company. Service Provider shall be responsible for complying with all federal, state and local labor and tax laws and regulations with respect to Consultants. This Agreement is not one of agency between Service Provider and the Company, but one in which Service Provider is engaged to provide management oversight and administration support services as an independent contractor. All employment arrangements are therefore solely Service Provider's concern, and the Company shall not have any liability with respect thereto except as otherwise expressly set forth herein.

3. **Duties of Service Provider**. Service Provider will perform, or cause to be performed, the Services hereunder with not less than the degree of care, skill and diligence with which it performs or would perform similar services for itself consistent with past practices (including, without limitation, with respect to the type, quantity, quality and timeliness of such services). If the Service Provider is required to engage third parties to perform one or more of the Services required hereunder, Service Provider shall use all commercially reasonable efforts to cause such third parties to deliver such Services in a competent and timely fashion.

4. **Term.**

4.1 The term of this Agreement shall commence as of the Effective Date and shall continue in effect for two years (the "**Initial Term**"), and thereafter may be renewed upon the mutual written consent of the Parties (each, a "**Renewal Term**"); provided, however, that either the Company or Service Provider will have the right to terminate this Agreement following a breach of a material term of this Agreement by the other party hereto and a failure to cure such breach within 30 days following written notice thereof. The Initial Term and any Renewal Terms are referred to herein collectively as the "**Term**".

4.2 Notwithstanding Section 4.1, the Parties agree that this Agreement will terminate upon (i) the liquidation or dissolution of the Company, (ii) the sale of all or substantially all of the assets of the Company to a third party or (iii) the sale of control of the Company, whether by sale of membership interests, merger, reorganization, consolidation or otherwise, to a third party.

5. **Compensation.** Service Provider acknowledges and agrees that it shall not be paid cash or other similar compensation by the Company for providing the Services hereunder and that the Services and this Agreement are being provided in connection with the Purchase Agreement.

6. **Confidentiality**. Service Provider shall, and shall cause its officers, directors, managers, principals, members, employees (including the Consultants), agents and representatives to comply with all reasonable confidentiality requirement and agreements of the Company.

7. **Assignment.** Neither Party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party.

8. **Choice of Law.** Except as set forth below, this Agreement shall be construed and interpreted, and the rights of the Parties shall be governed by, the internal laws of the State of New York, without giving effect to conflicts of laws rules and principles that require the application of the laws of any other jurisdiction.

9. **Entire Agreement; Amendments and Waivers.** This Agreement and the Purchase Agreement constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no other warranties, representations or other agreements between the parties in connection with the subject matter hereof. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party.

10. **Notices.** All notices under this Agreement shall be given in accordance with the notice provision set forth in Section 6.03 of the Purchase Agreement.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile and portable document format (.pdf) delivery, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree and acknowledge that delivery of a signature by facsimile or in .pdf form shall constitute execution by such signatory.

12. **Invalidity.** In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument, and such invalid, illegal or unenforceable provision shall be interpreted so as to give the maximum effect of such provision allowable by law.

13. **Additional Documents.** Each of the Parties hereto agree to execute any document or documents that may be requested from time to time by the other Party to implement or complete such Party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other Party in connection with the performance of such Party's obligations under this Agreement.

14. **Successors and Assigns.** Except as herein otherwise specifically provided, this Agreement shall be binding and inure to the benefit of the Parties and their successors and permitted assigns.

15. **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the Parties hereto and their successors and assigns permitted under this Agreement, and no provisions of this Agreement shall be deemed to confer upon any other persons any remedy, claim, liability, reimbursement, cause of action or other right except as expressly provided herein.

16. **Specific Performance**. The Parties acknowledge and agree that any Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, the Parties agree that any Party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Management Services Agreement to be effective as of the Effective Date.

THE COMPANY:

Tapinator, Inc., a Delaware corporation

By:_____________________________________
Name: Ilya Nikolayev
Title: Chief Executive Officer

SERVICE PROVIDER:

Tapinator Holdings Corp., a New York corporation

By:_____________________________________
Name: Andrew P. Merkatz
Title: President and Chief Executive Officer

PROMISSORY NOTE

$500,000.00

New York, New York
January 31, 2026

FOR VALUE RECEIVED, **TAPINATOR HOLDINGS CORP.**, a New York corporation ("Maker"), hereby promises to pay **TAPINATOR, INC.**, a Delaware corporation ("Payee"), the aggregate principal sum of Five Hundred Thousand and no/100 Dollars ($500,000.00), on the date set forth in this Promissory Note (this "Note"), and to pay to Payee interest on the unpaid principal balance of this Note at the rate and on the date set forth in this Note.

1. Reference to Asset Purchase Agreement. This Note is being issued and delivered by Maker to Payee pursuant to Section 1.04 of that certain Asset Purchase Agreement, as of an even date herewith, by and among Maker and Payee (the "Purchase Agreement").

2. Payment of Principal.

(a) Subject to the other terms of this Note, Maker shall pay the then outstanding and unpaid principal amount of this Note to Payee on June 1, 2030 (the "Maturity Date").

(b) Prior to the Maturity Date a principal-only payment of $10,000.00 shall be due and payable on the first calendar day of each month, with the first payment commencing on May 1, 2026 (each, a "Periodic Payment")

3. Payment of Interest. Subject to the other terms of this Note, the unpaid principal balance of this Note bears interest at an annual rate equal to three and 8/10th percent (3.8%) (which is the applicable federal long-term rate published by the Internal Revenue Service as of the issuance date of this Note and utilized pursuant to Sections 1274 and 7872 of the Internal Revenue Code of 1986, as amended) on the principal of this Note outstanding during the period beginning on the date of issuance of this Note) (the "Interest Rate"), calculated on the basis of a year consisting of 365 days and be compounded on an annual basis. All unpaid interest shall be due and payable on the Maturity Date.

4. Prepayment. Maker may prepay in whole or in part, the outstanding principal amount of this Note at any time after the date hereof.

5. Forgiveness Upon Change in Control. Upon the occurrence of a change in control of Payee by virtue of: (i) Payee selling, conveying or otherwise disposing of all or substantially all of its assets or (ii) Payee being acquired by way of a merger, consolidation, reorganization or other transaction or series of transactions pursuant to which shareholders of Payee prior to such transaction or transactions (other than bona fide equity financing transactions) own less than 50% of the voting interests in the surviving or resulting entity (each, a "Change of Control") and such Change of Control is closed prior to the Maturity Date, all then outstanding indebtedness under this Note shall become immediately forgiven and no longer be owed by Maker to Payee upon the closing of the Change of Control.

6. Event of Default. The occurrence of any of the following will constitute an "Event of Default" under this Note:

(a) Maker fails to pay when due the then owing and unpaid principal and/or interest payment within five (5) business days after a required Periodic Payment date or the Maturity Date;

(b) Maker (i) applies for or consents to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) admits in writing its inability to pay its debts generally as they mature, (iii) makes a general assignment for the benefit of its or any of its creditors, (iv) is dissolved or liquidated, (v) commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vi) takes any action for the purpose of effecting any of the foregoing; or

(c) Proceedings for the appointment of a receiver, trustee, liquidator or custodian of a Maker, or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to a Maker or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect will be commenced and an order for relief entered or such proceeding is not dismissed or discharged within ninety (90) days of commencement.

7. Rights of Payee Upon Event of Default.

(a) Upon the occurrence of an Event of Default described in Section 7 of this Note and at any time thereafter during the continuance of such Event of Default, Payee may, by written notice to Maker, declare all outstanding obligations payable by Maker hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding.

(b) Notwithstanding anything in this Note to the contrary, Maker shall have five (5) business days, after the receipt of any notice from Payee of a potential Event of Default, to cure any such potential Event of Default. If Maker has not cured the potential Event of Default within the five (5) business day period, or any longer period mutually agreed upon by the parties, only then shall an Event of Default be deemed to have occurred.

(c) Upon the occurrence of an Event of Default in payment of all amounts due at the Maturity Date, the Interest Rate shall be increased to ten percent (10%) with respect to the then principal and interest outstanding under this Note and calculated pursuant to Section 3 above from the date of the Event of Default.

8. Payments. Principal and interest due and payable under this Note shall be paid to Payee in lawful money of the United States of America at the address for notices to Payee as set forth in Section 6.03 of the Purchase Agreement, or at such other address as may be specified in a written notice to Maker by Payee. If any payment on this Note is due on a Saturday, Sunday or a bank or legal holiday, such payment shall be made on the next succeeding business day.

9. Priority of Payment. Payments under this Note shall be applied first to the outstanding principal amount balance and then to accrued and unpaid interest. All amounts due under this Note shall be payable without setoff, counterclaim or any other deduction whatsoever, except to such extent as may be expressly provided in the Purchase Agreement.

10. Waivers by Maker. Maker hereby waives presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note.

11. Exercise of Remedies. No delay or omission on the part of Payee in the exercise of any right or remedy under this Note shall operate as a waiver thereof, and no partial exercise of any right or remedy, acceptance of a past due installment or other indulgences granted from time to time shall be construed as a novation of this Note or precludes other or further exercise thereof or the exercise of any other rights or remedy. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note or in the Purchase Agreement, at law or in equity (including, without limitation, a decree of specific performance and/or other injunctive relief), and no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit Payee's right to pursue actual damages for any failure by Maker to comply with the terms of this Note. Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable and material harm to Payee and that the remedy at law for any such breach may be inadequate. Therefore, Maker agrees that, in the event of any such breach or threatened breach, Payee shall be entitled, in addition to all other available rights and remedies, at law or in equity, to seek and obtain such equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of showing economic loss and without any bond or other security being required.

12. Governing Law. **THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. THE PARTIES HERETO HEREBY DECLARE THAT IT IS THEIR INTENTION THAT THIS NOTE SHALL BE REGARDED AS MADE UNDER THE LAWS OF THE STATE OF NEW YORK AND THAT THE LAWS OF SAID STATE SHALL BE APPLIED IN INTERPRETING ITS PROVISIONS IN ALL CASES WHERE LEGAL INTERPRETATION SHALL BE REQUIRED.**

13. Notices. All notices under this Note shall be given in accordance with the notice provision set forth in Section 6.03 of the Purchase Agreement.

14. Entire Agreement; Nonassignability. This Note and the Purchase Agreement and any other agreements specifically referred to herein or therein or delivered pursuant hereto or thereto, (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, (b) shall not be assigned by operation of law or otherwise except as otherwise specifically provided, except a Maker may assign to any affiliate by operation of law or otherwise, and (c) shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. In the event of any conflict with respect to the terms of this Note and the Purchase Agreement, the Purchase Agreement shall control.

15. Attorneys' Fees. Should either party institute any action or proceeding in court or otherwise to enforce any provision hereof or for damages by reason of alleged breach of any provision of this Note, the substantially prevailing party shall be entitled to receive from the non-prevailing party such reasonable out of pocket expenses (including attorneys' fees and expenses) incurred by the substantially prevailing party in connection with any such action or proceeding.

16. Waiver of Jury Trial. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE PARTIES HERETO ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED HEREUNDER. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS NOTE WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

17. Counterparts and Electronic Signatures. This Note may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A signature to this Note sent by electronic means (e.g., .pdf) shall be deemed an original and binding upon the party against whom enforcement is sought.

[SIGNATURE PAGE FOLLOWS]

Maker has caused this Promissory Note to be issued and effective as of the date first referenced above.

TAPINATOR HOLDINGS CORP.

DocuSigned by:
By: Andrew Merkatz
53CBEEE1FC044AA...
Name: Andrew P. Merkatz
Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

TAPINATOR, INC.

DocuSigned by:
By: Ilya Nikolayev
4C26A0AA648D430...
Name: Ilya Nikolayev
Title: Chief Executive Officer

MANAGEMENT SERVICES AGREEMENT

This **MANAGEMENT SERVICES AGREEMENT** (this "**Agreement**") is effective as of January 31, 2026 (the "**Effective Date**"), by and between Tapinator Holdings Corp., a New York corporation (the "**Service Provider**"), and Tapinator, Inc., a Delaware corporation (the "**Company**"). Service Provider and the Company are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

BACKGROUND

WHEREAS, this Agreement is being entered into in connection with Section 1.04 of that certain Asset Purchase Agreement, as of an even date herewith, by and among the Parties (the "Purchase Agreement"); and

WHEREAS, the Company desires to retain Service Provider to provide certain management and administrative services to the Company, and Service Provider is willing to provide such management and administrative services to the Company, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Retention of Service Provider; Services**. The Company hereby retains Service Provider, and Service Provider hereby agrees, to provide to the Company certain management and administrative support services (the "**Services**") which include, without limitation, the following: (i) general management oversight and administration of the Company's business, including relating to its public company OTC Markets reporting obligations; (ii) corporate and strategic development of the Company's business, including evaluating and pursuing potential merger and acquisition opportunities, (iii) internal product development initiatives within the area of trade school digital publishing and technology under the brand name "*Trade School Go*", and (iv) such other management and administrative services which the parties shall mutually determine are necessary for the efficient operation of the Company's business and affairs. The Parties agree that the Services shall be provided primarily by Andrew P. Merkatz, Ilya Nikolayev and Vincent Nikolayev (the "**Consultants**"), who are employees of Service Provider but not the Company as of the Effective Date, or third party providers hired by Service Provider. In connection with the Services, Mr. Merkatz shall serve as the Company's President and Chief Financial Officer and Mr. Nikolayev shall serve as the Company's Chief Executive Officer. Services shall not include third party accounting, legal, or other corporate services, which will be paid directly by the Company. Service Provider shall devote approximately forty (40) hours per week to perform the Services during the Term (as defined below).

2. **Relationship of the Parties**. At no time shall the Consultants, any independent contractors engaged by Service Provider and/or the employees of any such independent contractors be considered employees of the Company. Service Provider shall be responsible for complying with all federal, state and local labor and tax laws and regulations with respect to Consultants. This Agreement is not one of agency between Service Provider and the Company, but one in which Service Provider is engaged to provide management oversight and administration support services as an independent contractor. All employment arrangements are therefore solely Service Provider's concern, and the Company shall not have any liability with respect thereto except as otherwise expressly set forth herein.

3. **Duties of Service Provider**. Service Provider will perform, or cause to be performed, the Services hereunder with not less than the degree of care, skill and diligence with which it performs or would perform similar services for itself consistent with past practices (including, without limitation, with respect to the type, quantity, quality and timeliness of such services). If the Service Provider is required to engage third parties to perform one or more of the Services required hereunder, Service Provider shall use all commercially reasonable efforts to cause such third parties to deliver such Services in a competent and timely fashion.

4. **Term.**

4.1 The term of this Agreement shall commence as of the Effective Date and shall continue in effect for two years (the "**Initial Term**"), and thereafter may be renewed upon the mutual written consent of the Parties (each, a "**Renewal Term**"); provided, however, that either the Company or Service Provider will have the right to terminate this Agreement following a breach of a material term of this Agreement by the other party hereto and a failure to cure such breach within 30 days following written notice thereof. The Initial Term and any Renewal Terms are referred to herein collectively as the "**Term**".

4.2 Notwithstanding Section 4.1, the Parties agree that this Agreement will terminate upon (i) the liquidation or dissolution of the Company, (ii) the sale of all or substantially all of the assets of the Company to a third party or (iii) the sale of control of the Company, whether by sale of membership interests, merger, reorganization, consolidation or otherwise, to a third party.

5. **Compensation.** Service Provider acknowledges and agrees that it shall not be paid cash or other similar compensation by the Company for providing the Services hereunder and that the Services and this Agreement are being provided in connection with the Purchase Agreement.

6. **Confidentiality**. Service Provider shall, and shall cause its officers, directors, managers, principals, members, employees (including the Consultants), agents and representatives to comply with all reasonable confidentiality requirement and agreements of the Company.

7. **Assignment.** Neither Party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party.

8. **Choice of Law.** Except as set forth below, this Agreement shall be construed and interpreted, and the rights of the Parties shall be governed by, the internal laws of the State of New York, without giving effect to conflicts of laws rules and principles that require the application of the laws of any other jurisdiction.

9. **Entire Agreement; Amendments and Waivers.** This Agreement and the Purchase Agreement constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no other warranties, representations or other agreements between the parties in connection with the subject matter hereof. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party.

10. **Notices.** All notices under this Agreement shall be given in accordance with the notice provision set forth in Section 6.03 of the Purchase Agreement.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile and portable document format (.pdf) delivery, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree and acknowledge that delivery of a signature by facsimile or in .pdf form shall constitute execution by such signatory.

12. **Invalidity.** In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument, and such invalid, illegal or unenforceable provision shall be interpreted so as to give the maximum effect of such provision allowable by law.

13. **Additional Documents.** Each of the Parties hereto agree to execute any document or documents that may be requested from time to time by the other Party to implement or complete such Party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other Party in connection with the performance of such Party's obligations under this Agreement.

14. **Successors and Assigns.** Except as herein otherwise specifically provided, this Agreement shall be binding and inure to the benefit of the Parties and their successors and permitted assigns.

15. **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the Parties hereto and their successors and assigns permitted under this Agreement, and no provisions of this Agreement shall be deemed to confer upon any other persons any remedy, claim, liability, reimbursement, cause of action or other right except as expressly provided herein.

16. **Specific Performance**. The Parties acknowledge and agree that any Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, the Parties agree that any Party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Management Services Agreement to be effective as of the Effective Date.

THE COMPANY:

Tapinator, Inc., a Delaware corporation

DocuSigned by:

By: Ilya Nikolayev
4C26A0AA648D430...

Name: Ilya Nikolayev

Title: Chief Executive Officer

SERVICE PROVIDER:

Tapinator Holdings Corp., a New York corporation

DocuSigned by:

By: Andrew Merkatz
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Name: Andrew P. Merkatz

Title: President and Chief Executive Officer

FOR IMMEDIATE RELEASE

February 2, 2026

Tapinator, Inc. Announces Strategic Pivot to Trade School Education and Vocational Training Market, Rebrand to *Trade School Go, Inc.* and Divestiture of Gaming Assets

- Company to Rebrand as *Trade School Go*
- New Focus on AI-Native Trade School Discovery Platform
- Initial Product Launch Expected February 2026
- Gaming Business Divested to Tapinator Holdings Inc.

NEW YORK, NY – February 2, 2026 – Tapinator, Inc. (OTC: TAPM) ("Tapinator" or the "Company"), today announced a transformative strategic pivot from mobile gaming to the trade school education and vocational training market. The Company has completed the divestiture of substantially all of its gaming assets and liabilities to Tapinator Holdings Corp. ("THC"), and will rebrand as *Trade School Go.* The Company plans to launch its initial product, TradeSchoolGo.com, an AI-native trade school discovery platform, in February 2026.

"We are excited to announce this strategic transformation that positions *Trade School Go* at the intersection of multiple powerful secular trends," said Ilya Nikolayev, CEO of Tapinator, Inc. "The convergence of AI disruption, U.S. re-industrialization, infrastructure investment, and demographic shifts has created an unprecedented demand for skilled trade workers. We believe our AI-native platform will become the definitive resource for connecting the next generation of aspiring tradespeople with verified trade schools, training programs, and employment outcomes."

Market Opportunity

The U.S. vocational education market represents a $17.5 billion opportunity with projected enrollment growth of 6-7% CAGR through 2030. (Source: IBISWorld, Validated Insights). Key growth drivers include:

- **Workforce Gap:** 2.1 million skilled trades jobs projected to go unfilled by 2030. For every 5 Baby Boomers retiring from the trades, only 2 younger workers are entering, a deficit that compounds annually

- **College Alternatives:** Rising skepticism of four-year degrees, with trade careers offering $75K-$100K+ salaries without significant debt burden
- **Infrastructure Investment:** Accelerating demand driven by data center construction, EV infrastructure, renewable energy, and power grid modernization
- **Housing Shortage:** Continued demand for skilled construction trades across all markets

Strategic Vision

Trade School Go, Inc.'s strategy is conceived in three phases:

- **Phase 1:** Launch AI-Native Trade School Discovery Platform – Build the leading platform connecting prospective students with accredited trade schools through next-generation search and recommendation technology
- **Phase 2:** Expand Into Online Programming – Offer online course programming in partnership with select accredited schools
- **Phase 3:** Strategic Acquisitions – Leverage public listing to acquire complementary vocational education and training businesses at favorable valuations

Transaction Details

Under the terms of the transaction, THC has acquired substantially all of Tapinator's gaming assets and assumed substantially all the Company's liabilities for a purchase price of approximately $2.0 million. The consideration includes THC's assumption of approximately $1.5 million in balance sheet liabilities and a $500 thousand promissory note payable to the Company over 50 months beginning May 1, 2026.

THC has also agreed to provide transitionary management services to the Company at no cost under a two-year Management Services Agreement. The Company's CEO Ilya Nikolayev, President and CFO Andrew Merkatz, and its independent director Hilary Herscher will remain in their current roles. The Company plans to formally change its name to Trade School Go, Inc. and file for a name and ticker symbol change with FINRA promptly following the closing.

"In light of diminishing prospects for growth within the mobile gaming industry, a belief that we have previously communicated, and after multiple attempts to seek external opportunities during the past 24 months, we believe this transaction provides our shareholders with a pathway to capital appreciation through a compelling growth opportunity in trade school education and vocational training," said Andrew Merkatz, President and CFO of Tapinator, Inc. "Should our internal development activities prove successful, our public company structure may also position us to pursue strategic acquisitions, with public vocational education companies trading at significant premiums to private market multiples. We look forward to executing on our new vision to become a leading platform in this rapidly growing sector and communicating our progress toward this end in the coming months."

About Trade School Go

Trade School Go, Inc. (OTC: TAPM) is an AI-native trade school discovery platform connecting prospective students with accredited vocational training programs across the United States. The platform leverages advanced AI technology to provide comprehensive information about trade schools, programs, licensing requirements, and career outcomes. For more information, visit www.tradeschoolgo.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are based on current expectations and involve known and unknown risks and uncertainties that may cause actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. Words such as “believe,” “goal,” “seek,” “plan,” “feel,” “focus,” “hope,” “opinion,” "may," "will," "expect," "anticipate," "estimate," "intend," “target,” and similar expressions (as well as other words or expressions referencing future events, conditions, or circumstances) are intended to identify forward-looking statements. These forward-looking statements include, among other things, our belief that our AI-native platform will become the definitive resource for connecting the next generation of aspiring tradespeople with verified trade schools, training programs, and employment outcomes, our belief this transaction provides our shareholders with a pathway to capital appreciation through a compelling growth opportunity in trade school education and vocational training, that our public company structure may also position us to pursue strategic acquisitions, with public vocational education companies trading at significant premiums to private market multiples should our internal development activities prove successful, and that we look forward to executing on our vision to become a leading platform in this rapidly growing sector and communicating our progress toward achieving this vision in coming weeks, months and years. Factors that could cause actual results to differ materially include, but are not limited to: our ability to successfully execute on our new strategic direction; market acceptance of our products and services; competition; regulatory changes affecting the vocational education industry; and general economic conditions. The Company undertakes no obligation to update any forward-looking statements to reflect events or circumstances after the date of this press release, except as required by law. The quoting and trading of the Company's common stock on the OTC Marketplace is often thin and characterized by wide fluctuations in trading prices, due to many factors that may have little to do with the Company's operations or business prospects. As a result, there may be volatility in the market price of the shares of the Company's common stock for reasons unrelated to operating performance. Moreover, the OTC Marketplace is not a stock exchange, and trading of securities on it is often more sporadic than trading of securities listed on a national securities exchange. Accordingly, stockholders may have difficulty reselling any of their shares.

Contact:

Trade School Go, Inc.
Email: info@tradeschoolgo.com
OTC: TAPM