

ZUKI ENTERS INTO A LETTER OF INTENT WITH GLOBAL FIGHT LEAGUE

Friday, September 5, 2025

Topic: Company Update

LAS VEGAS, NV / September 5, 2025 / Zuki Inc. (OTC Pink:ZUKI) (the "Company" or "ZUKI") is pleased to announce that it has entered into the attached Letter of Intent with Global Fight League.

About ZUKI INC. & GLOBAL FIGHT LEAGUE

Zuki is a publicly traded company under the stock symbol ZUKI.

Global Fight League is revolutionizing combat sports with a global, team-based league that shares event revenue with athletes and prioritizes their health, wellness, and retirement. This groundbreaking league unites team owners, fans, and athletes, creating MMA's most passionate community. Learn more at <https://www.mmagfl.com/>.

Forward-Looking Statements Notice

This press release includes statements that may be deemed "forward-looking statements" and, as such, is subject to the following forward-looking notice disclaimer: Certain information posted in this press release contains "forward-looking information", including "future-oriented financial information" and "financial outlook", under applicable securities laws (collectively referred to herein as forward-looking statements). These statements are not guarantees of future performance and undue reliance should not be placed on them. Such forward-looking statements necessarily involve known and unknown risks and uncertainties, which may cause actual performance and financial results in future periods to differ materially from any projections of future performance or result expressed or implied by such forward-looking statements.

Although forward-looking statements contained in this press release are based upon what management of the Company believes are reasonable assumptions, there can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. The Company undertakes no obligation to update forward-looking statements if circumstances or management's estimates or opinions should change except as required by applicable securities laws. The reader is cautioned not to place undue reliance on forward-looking statements.

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SOURCE: Zuki Inc.

LETTER OF INTENT

September 4, 2025

This letter of intent ("Letter of Intent") is made and entered into as of the date above, by and between Global Fight League LLC, a Delaware limited liability company, (hereinafter "GFL"), and Zuki Inc. (hereinafter "ZUKI"), a Nevada corporation, and sets forth the basic terms and conditions by which ZUKI will acquire GFL in exchange for fifty three million one hundred forty six thousand (53,146,000) shares of restricted common stock subject to shareholder approval if necessary, and Board of Director approval, and the closing of a Definitive Agreement, on terms as follows:

1. ZUKI is a publicly held Nevada corporation whose securities are quoted on the over the counter bulletin board under the trading symbol (OTCBB: ZUKI). ZUKI has approximately sixty nine million one hundred seventy eight thousand six hundred ninety-six (69,178,696) common shares issued and outstanding and nine hundred seventy five million (975,000,000) shares authorized. ZUKI also has one hundred eighty thousand (180,000) Series AA Preferred Shares outstanding. There are forty two million seven hundred nine thousand thirty-eight (42,709,038) shares of common stock and ninety thousand (90,000) Series AA Preferred shares pending cancellation, which would result in twenty six million four hundred sixty nine thousand six hundred fifty-eight (26,469,658) common shares and ninety thousand (90,000) Series AA Preferred shares outstanding after cancellations, but prior to closing.
2. GFL members shall acquire, subject to the completion of due diligence, the execution of a Definitive Agreement and board and shareholder (if necessary) approval, fifty three million one hundred forty six thousand (53,146,000) shares of common stock of ZUKI on the principal terms and conditions as described in **Exhibit A**, attached hereto and made part of this Letter of Intent. It is understood by the parties that the purpose of this LOI is to effectuate a reverse merger with Global Fight League LLC, in a tax free reorganization ("Acquisition"), in exchange for one hundred percent (100%) of the membership interest in Global Fight League LLC.
3. The Closing shall be on September 15, 2005 or sooner, unless the parties hereto agree to another time. The due diligence period shall be that period of time between the signing of this Letter of Intent and the signing of the Definitive Agreement. Any information received by or on behalf of any investigating party shall be deemed confidential information, in accordance with the provisions of paragraph 5.
4. After the parties have completed their due diligence investigation, or at the end of the expiration of the due diligence period, whichever comes first, the parties will sign a Definitive Agreement, formalizing the terms of this Letter of Intent.
5. Each of the parties hereto shall, and shall cause their agents and representatives, to keep confidential as proprietary and privileged information the negotiations of the parties respecting the consummation of the transaction contemplated hereby, and any other item which may be expressly identified or noticed as confidential hereby ("Confidential Information"). The parties agree not to negotiate with any other reverse merger or acquisition candidates during the pendency of this Letter of Intent.
6. Consummation of the Definitive Agreement shall be subject to there being no material change in either party's business, financial conditions, or prospects, from the date of this Letter of Intent up to and

including the date of the Definitive Agreement. Each party shall pay its own relative expenses incidental to this Letter of Intent and the Definitive Agreement.

Neither party shall make an announcement of the proposed transaction contemplated hereby, without the prior written consent of the other, which shall not be unreasonably withheld or delayed. Nothing contained in this provision shall restrict in any respect either party's ability to communicate information concerning this Letter of Intent and the transactions contemplated hereby to its respective affiliates, officers, directors, employees, attorneys, accountants, consultants and advisors, and to third parties whose consent may be required in connection with the transaction contemplated hereby.

7. This Letter of Intent sets forth the basic terms and conditions of the proposed transaction between the parties as currently contemplated. Consummation of the transactions contemplated hereby may require further negotiation, and is subject to the completion of due diligence as hereinabove described, and requires the drafting of a Definitive Agreement setting forth the terms and conditions not inconsistent with the foregoing and other terms and conditions which are customary and usual under the circumstances. The parties will cooperate and use their best efforts to negotiate such a Definitive Agreement. This Letter of Intent does not constitute or create, and shall not be deemed to constitute or create, any obligation on the part of either party to this Letter of Intent, except for as expressly provided for herein. No such obligation shall be created, except by the execution and delivery of the Definitive Agreement contemplated hereby, containing such terms and conditions of the proposed transaction as shall be agreed upon by the parties, and then only in accordance with the terms and conditions of such Definitive Agreement.

8. This Letter of Intent may be executed in one or more counterparts, each of which shall be deemed as an original, but all of which taken together shall constitute one and the same instrument. This is the only agreement between the parties with respect to the subject matter hereof, and shall be construed under the laws of the State of Nevada.

9. The signatories below agree to accept signatures transmitted by facsimile as a true and legally binding original document. This Letter of Intent will not be effective unless signed by both parties on the date first above mentioned.

Zuki Inc., a Nevada corporation

By: /s/Shawn Wright

Shawn Wright, President

Global Fight League LLC, a Delaware limited liability company

By: /s/Darren Owen

Darren Owen, Manager and Commissioner

EXHIBIT A

Principal terms and conditions to the Letter of Intent by and between Zuki, Inc., (“Zuki”) and Global Fight League LLC (“GFL”) dated September 4, 2005.

1. GFL members shall acquire fifty three million one hundred forty six thousand (53,146,000) shares of restricted common stock of ZUKI through the issuance of new common shares, which shall be restricted shares under SEC rule 144. This issuance will give GFL members a majority of the common shares issued and outstanding as of the merger date. GFL members shall contribute one hundred percent (100%) of the membership interests of Global Fight League LLC, a Delaware limited liability company. It is understood by the parties that GFL will be responsible for acquiring necessary financing and equity for business operations post-closing.
2. In the event that a Definitive Agreement is not consummated by September 15, 2005, the LOI will terminate unless extended by mutual consent.
3. Zuki has two outstanding convertible loans totaling approximately \$1,440,000 with a maturity date of December 31, 2025. The terms and conversion of these loans shall be renegotiated prior to the closing on terms mutually acceptable to parties.
4. Upon the completion of the merger, GFL management shall assume full operational control of Zuki, subject only to the terms and conditions of the Definitive Agreement as described herein. Upon the completion of the merger, Zuki shall change the name of Zuki and apply for a new trading symbol.
5. The transaction shall not preclude the Surviving Company from issuing reasonable amounts of shares, warrants, or options to (i) officers, directors, and employees as incentives, (ii) to key advisors, team owners, athletes, or others; and (iii) to use for acquisition of assets or companies that would be beneficial to the company. Nor shall this preclude (i) the issuance of stock for services such as accounting fees, legal fees or consulting fees; (ii) issuance related to an exemption from, or the registration of free trading shares of stock for sale in the open market; or (iii) any stock splits.
6. At the close of the merger, Zuki shall have an aggregate maximum of, approximately eighty million (80,000,000) total common shares outstanding, and ninety thousand (90,000) Series AA Preferred shares outstanding.
7. At the close of the merger, ZUKI will be a corporation in good standing, traded on the OTC Bulletin Board Exchange, in full compliance with any required disclosure filings.
8. After the close of the merger, ZUKI may divest itself of any and all remaining assets or business operation not already concluded at nominal terms to be determined.
9. The signatories below agree to accept signatures transmitted by facsimile as a true and legally binding original document. This **Exhibit A** will not be effective unless signed by both parties on the date first above mentioned.

Zuki Inc., a Nevada corporation

By: /s/Shawn Wright

Shawn Wright, President

Global Fight League LLC, a Delaware limited liability company

By: /s/Darren Owen

Darren Owen, Manager and Commissioner