

Fill in this information to identify the case:

Debtor Thrasio Holdings, Inc.

United States Bankruptcy Court for the: _____ District of New Jersey
(State)

Case number 24-11840

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

| | | |
|---|--|--|
| 1. Who is the current creditor? | <u>Joseph OYomi</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> | |
| | Other names the creditor used with the debtor <u>Oluwarotimi Joseph Olorunyomi</u> | |
| 2. Has this claim been acquired from someone else? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____ | |
| 3. Where should notices and payments to the creditor be sent? | Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
| Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) | <u>Joseph OYomi</u> <u>2106 Bay Club Dr</u> <u>Arlington, TX 76013</u> | |
| | Contact phone _____ | Contact phone _____ |
| | Contact email <u>See summary page</u> | Contact email _____ |
| | (see summary page for notice party information) | |
| | Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____ | |
| 4. Does this claim amend one already filed? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small> | |
| 5. Do you know if anyone else has filed a proof of claim for this claim? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____ | |



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 24,500. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

| | Amount entitled to priority |
|---|-----------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | \$ _____ |
| <input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | \$ _____ |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies. | \$ _____ |

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/15/2024
MM / DD / YYYY

/s/ Joseph Oyomi
Signature

Print the name of the person who is completing and signing this claim:

Name Joseph Oyomi
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0496 | International 001-310-823-9000

| | | |
|---|---|----------------------------------|
| Debtor: 24-11840 - Thrasio Holdings, Inc. | | |
| District: District of New Jersey, Trenton Division | | |
| Creditor: Joseph OYomi 2106 Bay Club Dr Arlington, TX, 76013 Phone: Phone 2: Fax: Email: joseph.cloudengineer@gmail.com | Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: | |
| | Has Related Claim: No Related Claim Filed By: | |
| | Filing Party: Creditor | |
| Disbursement/Notice Parties: Funke Mary Olorunyomi 2106 bay club Dr Arlington, texas, 76013 Phone: Phone 2: Fax: E-mail: funke@69ideas.com | | |
| Other Names Used with Debtor: Oluwarotimi Joseph Olorunyomi | Amends Claim: No Acquired Claim: No | |
| Basis of Claim: | Last 4 Digits: No | Uniform Claim Identifier: |
| Total Amount of Claim: 24,500 | Includes Interest or Charges: No | |
| Has Priority Claim: No | Priority Under: | |
| Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No | Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured: | |
| Submitted By: Joseph Oyomi on 15-Apr-2024 12:39:25 p.m. Eastern Time Title: Company: | | |



CARTA™ ELECTRONIC PAYMENT AUTHORIZATION

By electing to participate in this transaction and by providing eShares, Inc. d/b/a Carta, Inc. and its agents, representatives, and affiliates (together “Carta”) information pertaining to the securities that have been issued to you (“Securities”) and information pertaining to the payment method you choose in connection with a transaction relating to such Securities (a “Transaction”), you are requesting and authorizing Carta to act on your behalf as necessary to complete such Transaction.

By initiating a Transaction using any payment method described herein, you accept and agree to the terms and conditions in this Electronic Payment Authorization. Your use of the Carta.com website to initiate a Transaction is also governed by and subject to our [Terms of Service](#) and [Privacy Policy](#), as well as all other applicable terms, conditions, limitations and requirements contained on the Carta website (carta.com), all of which (as may be changed or amended from time to time) are incorporated into this Electronic Payment Authorization. You authorize Carta to act on and accept any instructions that are issued or authorized by you or by your agent having access to the username and/or password to your Carta account or that are accepted by Carta in good faith and in compliance with the security procedures then in effect, whether any such instructions were in fact authorized by you.

1) Payments from You to Carta Via ACH Bank Account Transfer

- a) Payment Authorization: By choosing to use a bank account as your payment method, you will be able to complete your Transaction using any valid automated clearinghouse (“ACH”) enabled bank account. When you choose to enter into a Transaction using your designated checking or savings account (“Bank Account”), you are authorizing Carta to initiate an electronic transfer to and/or from your Bank Account on your behalf up to the total amount of funds required to complete the Transaction, including all applicable taxes, fees, and costs as may be finally determined and approved by the issuer (“Transaction Amount”). Carta, in its sole discretion, may refuse this payment service to anyone or any user without notice for any reason at any time.

You represent that the Bank Account is an account at a domestic (U.S.) depository institution and that the Bank Account information you have provided to Carta, whether by previously associating such account with your Carta account, or by providing payment instruction in connection with this Transaction, is accurate. You represent that you have enabled sufficient inbound and outbound ACH permissions for the Bank Account, including but not limited to ACH deposits and withdrawals, to use the Carta payments features.

- b) ACH Authorization: If you select “ACH” to use in connection with a Transaction, you authorize Carta, in accordance with and subject to the operating rules and regulations of the National Automated Clearinghouse Association, to initiate ACH credit and debit entries to your Bank Account, for the following purposes:
 - i) To deposit to your Bank Account funds owed to you pursuant to the services provided by Carta;

- ii) To withdraw from your Bank Account funds that you owe others pursuant to the services provided by Carta;
 - iii) To deposit and withdraw funds in order to verify your Bank Account; or
 - iv) To withdraw or initiate a reversal with respect to some or all of one or more funds deposited to your Bank Account in error, or to make other necessary adjustments to the amount of any funds previously deposited to your Bank Account for any reason.
- c) Partial Debits and Returned Payments: If your full payment is not processed in a single transaction, you hereby authorize partial debits from the Bank Account, not to exceed the Transaction Amount. You understand that in the case of any ACH bank transfer failures or returns, Carta may at its discretion attempt to process such ACH transaction again, up to two additional times, within 180 days, and you agree to pay an additional return fee for each attempt, which will be initiated as a separate transaction from the authorized payment. This return fee will vary based on the state where you are located up to \$25.00 for all states. In the alternative, the return fee may be added to your payment amount and debited from your Bank Account if Carta resubmits an ACH transaction due to an ACH bank transfer failure or return.

After a Transaction is completed, if the ACH transaction used to fund such Transaction is reversed or rejected for any reason you understand and agree that you will owe Carta the Transaction Amount in full and such amount will be immediately due, and you hereby authorize Carta to withdraw such amount from your Bank Account.

You understand that Carta is not responsible for any fees imposed by your bank or any intermediary financial institution in connection with any ACH bank transfer failure or return, including but not limited to overdraft or insufficient funds fees.

- d) Linking Your Bank Account: Carta provides the option to use either test microdeposits or instant verification of your bank account information through Plaid Technologies, Inc. ("Plaid").
- i) When you link a Bank Account by inputting your banking information and opting to verify via microdeposits to your account, you are authorizing Carta to access and transmit your personal and financial information from your financial institution in accordance with Carta's policies.
 - ii) When you link a Bank Account by inputting your online banking credentials and select Plaid authorization, you understand that Carta uses Plaid to gather your data from financial institutions. By using our service, you grant Carta and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the [Plaid Privacy Policy](#). You acknowledge and understand that Carta is not responsible for administering the Plaid functionality and agree to address any such issues with Plaid directly.
- e) Bank Account Change: Any change in your designated Bank Account may not be effective until up to fourteen (14) days after you designate a new Bank Account or otherwise change the information associated with your designated Bank Account, provided that no Bank Account change will become effective until such Bank Account has been verified pursuant to this Electronic Payment Authorization. You acknowledge

that any changes to or removal of your designated Bank Account while a Transaction is pending may result in the failure of such Transaction.

2) Payments from You to Carta Via Wire Transfer

- a) Payments for Transactions via Wire Transfer: If you select “WIRE” to make a payment for a Transaction, you understand that you are responsible for initiating a wire transfer from your financial institution and that Carta is unable to initiate a wire transaction on your behalf.
- b) Terms: Wire transfer payments in connection with a Transaction are subject to the following terms:
 - i) You are responsible for ensuring that the wire transfer is initiated properly, is addressed properly, and bears appropriate wire instructions in exactly the form required by Carta for identification of your account and the applicable Transaction;
 - ii) You understand that any erroneous, mismatched, or incomplete identifying information on a wire transfer may result in such wire transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to you;
 - iii) You agree that the Transaction associated with a wire transfer will not be completed until the Transaction Amount is received in full in U.S. Dollars. If Carta does not receive the full Transaction Amount for a Transaction, including as a result of the deduction of any fees and taxes by your bank or any intermediary financial institution, such Transaction will be identified as underfunded, and you will be notified that your Transaction is underfunded. You agree that Carta, at the direction of the issuer, may cancel any Transaction that remains underfunded for thirty (30) days. Any funds received after a Transaction is cancelled will be reflected in your Carta account but will not be associated with the cancelled Transaction;
 - iv) You agree that any funds received in excess of the Transaction Amount will be held by Carta, as reflected in your Carta account. Carta may, in its sole discretion, (x) recharacterize such funds and apply them to your next Transaction, (y) refund such funds to you, or (z) apply them as full or partial payment for outstanding obligations you may have to Carta;
 - v) You agree that Carta is not responsible for any delays in connection with the wire transfer resulting from your financial institution or any intermediary financial institution;
 - vi) You understand and agree that you are responsible for reviewing your Carta account to determine whether the wire transfer has been received by Carta and for knowing the funding status of your pending Transaction;
 - vii) You understand that Carta is not responsible for any fees and taxes imposed by your bank, any intermediary financial institution, or any government in connection with a wire transfer from your bank account to Carta; and
 - viii) You understand that if funds are sent by wire transfer to Carta in non-U.S. Dollar currency, Carta may apply the prevailing foreign currency spot rate via live rates offered by its banking partner to convert such funds to U.S. Dollars, provided that Carta may reject these funds if non-U.S. Dollar currency is not permitted by instructions provided to you by Carta.

3) Payments from Carta to You Via Wire Transfer

- a) Terms: In connection with a Transaction where you elect to receive funds via wire transfer from Carta, or in connection with Carta sending a refund to you via wire transfer, you understand and agree to the following terms:
- i) You are responsible for providing wire instructions to Carta in a timely manner and ensuring that the wire transfer instructions you provide to Carta are accurate and include all requested information;
 - ii) You understand and agree that Carta is not responsible for any delays in connection with the wire transfer resulting from your failure to provide Carta with complete wire instructions or any additional requested information;
 - iii) You agree that Carta is not responsible for any delays in connection with the wire transfer resulting from your financial institution or any intermediary financial institution;
 - iv) You understand that any erroneous, mismatched, or incomplete identifying information on wire transfer instructions you provide to Carta may result in such wire transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to you;
 - v) You understand and agree that you are responsible for reviewing your bank account to confirm that you have received the wire transfer from Carta;
 - vi) You understand that Carta is not responsible for any fees and taxes imposed by your bank, any intermediary financial institution, or any government in connection with a wire transfer from Carta to your bank account. You understand that Carta is not responsible for any change in the amount of your wire transfer that may be attributable to any foreign currency conversions by any bank or intermediary financial institution; and
 - vii) To the extent you request a wire transfer in non-U.S. Dollar currency, Carta will apply the prevailing foreign currency spot rate via live rates offered by its banking partner to convert the funds from U.S. Dollars to your requested foreign currency at the time the payment is processed.

4) General Provisions

- a) Review and Approval by Issuer: All Transactions, whether facilitated through ACH or wire transfer, are subject to review and approval by the issuer of the Securities.
- b) Disclaimer of Liability: Under no circumstances will Carta be liable for any losses, claims, demands or damages relating to your financial institution paying the wrong person. Carta will not be liable if a financial institution does not accept the transfer(s) or accepts the transfer(s) and then places the funds in a suspense or holding account. Carta shall not be liable for any funds transferred to or from the wrong account based on incorrect information you provided. Carta shall not be required to correct or reverse such transactions or to redeem or refund you any funds and you shall forfeit any right to such funds.

- c) **Collections**: Carta may initiate a collection process or legal action to collect any money owed, and you agree to pay Carta's costs for such action, including any reasonable attorneys' fees.
- d) **Cancellations, Refunds, and Returned Payments**: Transactions cannot be canceled or refunded after they have been completed and/or approved by the issuer of the Securities. If a Transaction has not yet been completed, you may attempt to cancel the Transaction by following the instructions and procedures contained on the Carta.com website and by submitting a request through this [link](#). You understand and agree that Carta may not be able to cancel such Transaction. If Carta is able to cancel a Transaction in accordance with such instructions and procedures, and Carta is in possession of funds belonging to you, following the applicable holding period, Carta will initiate an ACH credit to your Bank Account or send you a wire transfer pursuant to Section 3 above, as applicable, for the applicable amount. You understand that any cancellation of a Transaction will be final. You understand and agree that any refunds or returned payments may only be sent to the originating sender.
- e) **Customer Service**: Questions relating to any Transaction made using your Bank Account should be initially directed to Carta. Please save the order confirmations that you are provided when you make a Transaction and check them against your Bank Account statement. You may contact Carta by submitting a request through this [link](#).
- f) **Jurisdiction/Currency**: All services provided by Carta are inherently U.S. services, subject to an extensive framework of U.S. laws and regulations. All fund transfers will be routed by Carta through financial institutions in the U.S. Fund transfers may not be sent by Carta through or into any country in violation of U.S. laws.
- g) **Termination**: Your Electronic Payment Authorization shall remain in full force and effect until fourteen (14) days after Carta has received written notice of termination of your Electronic Payment Authorization by submitting a request through this [link](#). If you terminate your Electronic Payment Authorization, you may not be able to use some or all of Carta's features and functions, including but not limited to making or receiving payments. Additionally, termination of Electronic Payment Authorization will not apply to actions already taken or initiated in reliance on your consent, including but not limited to Transactions initiated up to and including the expiration of your Electronic Payment Authorization.
- h) **Certification**: By providing this Electronic Payment Authorization, you are representing to Carta, in connection with each ACH or wire transfer, that (a) you are an owner of the applicable bank account associated with each Transaction; (b) your Electronic Payment Authorization has not been terminated, in whole or part, by operation of law or otherwise; (c) the information you provided identifying your designated bank account is true and correct; and (d) you will not dispute any scheduled transactions with your financial institution, so long as the transactions correspond to the instructions you provided.
- i) **Fees, Taxes and Interest**: Carta shall not be liable for any fees and taxes in connection with or applicable to any ACH, wire transfer, or underlying Transaction imposed by your bank, any intermediary financial institution, or any government and you agree to pay all such fees and taxes. You also agree to pay any transaction or processing fees imposed by Carta, including but not limited to incoming and/or outgoing wire transaction fees, and Carta reserves the right to deduct such transaction or processing fees from any amounts

to be transferred to you by Carta under this Electronic Payment Authorization. Carta will not be obligated to calculate or pay interest to you or any other party claiming through you or otherwise.

- j) **Notice of Error:** You agree to notify Carta immediately if you notice any discrepancy involving the posting of your payment order or if you discover a problem with the transfer. You agree that such notification will be provided in writing, including a statement of the relevant facts, within a reasonable time. For some transactions, Carta users are directed to use a third-party payment services provider, and such transactions will be subject to the terms and conditions provided by such third party. Any transaction you process with a third party is strictly between you and such third party, and you agree that such third party will resolve any disputes regarding the transaction.
- k) **Liability for Unauthorized Transactions:** Federal law limits your liability for any fraudulent, erroneous unauthorized electronic transaction from a bank account based on how quickly you report it to your financial institution. You should report any fraudulent, erroneous or unauthorized transactions to your bank promptly after the questionable transaction FIRST appeared on your bank account statement. You should contact your financial institution for more information about the policies and procedures that apply to your account and any unauthorized transactions, including any limits on your liability.
- l) **Electronic Delivery of Future Disclosures:** You agree to accept all disclosures and other communications between you and Carta on this website or at the primary email address associated with your Carta account. You should print and retain a copy of all such disclosures and communications.
- m) **Compliance with Law:** You understand and agree that to help the government fight the funding of terrorism and money laundering activities, federal law requires money services businesses to collect, verify, and record information that identifies each person who uses the service. You understand and agree that Carta will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC") and all other relevant governmental agencies. You understand and agree that Carta is not responsible for any payment delays resulting from such compliance obligations. You understand and agree that Carta will collect and use the information you provide to comply with these obligations. You understand that if any ACH or wire transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, Carta is prohibited by law from completing the transfer and shall "block" the funds until such time OFAC issues a written release to Carta. You understand and agree that Carta may reject the use of any Bank Account or instructions to transfer to or from any financial institution in its sole discretion. You understand and agree that any Transaction initiated under the Terms of the Payment Authorization and the funds associated with such Transaction are subject to all applicable federal and state laws and regulations, including escheat or similar laws.
- n) **No Third-Party Beneficiaries:** This Electronic Payment Authorization is not intended to be for the benefit of or to be enforceable by any person or entity other than you; and no other person or entity shall be entitled to claim that it is a third party beneficiary hereof.

CORRECTED (if checked)

| | | | | |
|---|-------------------------------|--|--|---|
| TRANSFEROR'S name, street address, city or town, state or province, country, and ZIP or foreign postal code Thrasio Holdings, Inc. 85 WEST ST WALPOLE MA 02081-1844 USA | | 1 Date option granted 12/16/2022 | OMB No. 1545-2129 Form 3921 (Rev. October 2017) | Copy B For Employee This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. |
| | | 2 Date option exercised 04/12/2023 | | |
| TRANSFEROR'S TIN 82-5434692 | EMPLOYEE'S TIN ***-**-5116 | 3 Exercise price per share \$ 2.45 | 4 Fair market value per share on exercise date \$ 2.45 | |
| EMPLOYEE'S name Oluwarotimi J Olorunyomi | | 5 No. of shares transferred 10000 | | |
| Street address (including apt. no.) 2106 bay club dr City or town, state or province, country, and ZIP or foreign postal code Arlington TX 76013 | | 6 If other than TRANSFEROR, name, address, and TIN of corporation whose stock is being transferred | | |
| Account number (see instructions) 16950045 | | | | |

Form **3921** (Rev. October 2017)

(keep for your records)

www.irs.gov/Form3921

Department of the Treasury - Internal Revenue Service

Instructions for Employee

You have received this form because your employer (or transfer agent) transferred your employer's stock to you pursuant to your exercise of an incentive stock option (ISO). You must recognize (report) gain or loss on your tax return for the year in which you sell or otherwise dispose of the stock. Keep this form and use it to figure the gain or loss. For more information, see Pub. 525, Taxable and Nontaxable Income.

When you exercise an ISO, you may have to include in alternative minimum taxable income a portion of the fair market value of the stock acquired through the exercise of the option. For more information, see Form 6251, Alternative Minimum Tax—Individuals, and its instructions.

Employee's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the employer has reported your complete TIN to the IRS.

Account number. May show an account or other unique number your employer or transfer agent assigned to distinguish your account.

Box 1. Shows the date the option to purchase the stock was granted to you.

Box 2. Shows the date you exercised the option to purchase the stock.

Box 3. Shows the exercise price per share of stock.

Box 4. Shows the fair market value (FMV) of a share of stock on the date the option was exercised.

Box 5. Shows the number of shares of stock transferred to you pursuant to the exercise of the option.

Box 6. Shows the name, address, and TIN of the corporation whose stock is being transferred (if other than the corporation shown in TRANSFEROR boxes in the upper left corner of the form).

Future developments. For the latest information about developments related to Form 3921 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form3921.

Form 3921 Exercise of an Incentive Stock Option Under Section 422(b)

This document includes your consolidated Form 3921 that we are required to provide to you and the Internal Revenue Service. This consolidated IRS Form 3921 serves as a substitute statement for Form 3921.

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines it has not been reported.

Copy B for Employee

Recipient:

Oluwarotimi J Olorunyomi
2106 bay club dr
Arlington, TX 76013
USA

Identification number:

***-**-5116

Payer:

Thrasio Holdings, Inc.
85 WEST ST
WALPOLE, MA 02081-1844
USA

Identification number:

82-5434692

Exercise of an Incentive Stock Option Under Section 422(b)

OMB No. 1545-2129

| Account Number | <small>Box 1</small> Date option granted | <small>Box 2</small> Date option exercised | <small>Box 3</small> Exercise price per share | <small>Box 4</small> Fair market value per share on exercise date | <small>Box 5</small> No. of shares transferred | <small>Box 6</small> Other transferor identification |
|-----------------------|--|--|---|---|--|--|
| 16950045 | 12/16/2022 | 04/12/2023 | \$2.45 | \$2.45 | 10000 | |

Instructions for employee (Form 3921)

You have received this form because your employer (or transfer agent) transferred your employer's stock to you pursuant to your exercise of an incentive stock option (ISO). You must recognize (report) gain or loss on your tax return for the year in which you sell or otherwise dispose of the stock. Keep this form and use it to figure the gain or loss. For more information, see Pub. 525, Taxable and Nontaxable Income.

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Future developments

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