

EARLY WARNING REPORT
NATIONAL INSTRUMENT 62-103

This report updates information disclosed in a previous early warning report filed by the Acquiror described herein on December 30, 2024.

Item1 Security and Reporting Issuer

1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

This report relates to common shares ("Shares") of Two Hands Corporation (the "Corporation").

Two Hands Corporation
141 Piping Rock Road
Locust Valley, NY 11560

1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

The shares were issued in a private transaction that did not involve any market exchange.

Item2 Identity of the Acquiror

2.1 State the name and address of the acquiror.

Emil Assentato (the "Acquiror")
141 Piping Rock Road
Locust Valley, NY 11560

2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

On December 30, 2024, the Acquiror acquired 3,000,000,000 Shares through the conversion of \$300,000 in outstanding notes. The shares were issued at a conversion price of \$0.0001 per Share under the terms of the respective agreements governing the notes.

2.3 State the names of any joint actors.

No joint actors were involved.

Item 3 Interest in Securities of the Reporting Issuer

- 3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror's security holding percentage in the class of securities.**

Prior to the transaction, the Acquiror held **no Shares** (0%) of the issued and outstanding Shares of the Corporation.

Following the transaction, the Acquiror now holds 3,000,000,000 Shares, representing approximately 57% of the Corporation's issued and outstanding Shares.

- 3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.**

The Acquiror acquired ownership of the Shares referenced in this report through a conversion of debt into equity.

- 3.3 If the transaction involved a securities lending arrangement, state that fact.**

The transaction did not involve a securities lending arrangement.

- 3.4 State the designation and number or principal amount of securities and the acquiror's security holding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.**

See 3.1 for changes in ownership percentages.

- 3.5 State the designation and number or principal amount of securities and the acquiror's security holding percentage in the class of securities referred to in Item 3.4 over which**

- (a) the acquiror, either alone or together with any joint actors, has ownership and control,**

The Acquiror has direct ownership and control over the acquired Shares.

- (b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and**

Acquiror has control.

- (c) the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

Acquiror has control and ownership.

- 3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's security holdings.**

The Acquiror owns a \$100,000.00 debt due from Two Hands to him that are convertible into 1.2B shares of TWOH.

- 3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.**

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

There are no securities lending arrangements related to this transaction.

- 3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.**

There are no agreements or arrangements affecting the Acquiror's economic exposure to the Shares.

Item 4 Consideration Paid

- 4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.**

The 3,000,000,000 Shares were issued in exchange for the conversion of \$300,000 in outstanding notes. The conversion price was \$0.0001 per Share, as per the terms of the underlying agreements.

- 4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.**

The issuance was a private transaction and did not take place on a stock exchange.

- 4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.**

The Shares were acquired by conversion of debt.

Item 5 Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;**

The Acquiror obtained the Shares as part of the conversion of debt into equity under the terms of a note agreement.

The Acquiror may, from time to time, acquire additional shares or dispose of shares in the open market or through private transactions depending on market conditions, some of which is related to convertible debt noted in 3.6 above.

- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries.**

Not applicable.

- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;**

To be determined

- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;**

In process.

- (e) a material change in the present capitalization or dividend policy of the reporting issuer.**

Not applicable.

- (f) a material change in the reporting issuer's business or corporate structure.**

Not applicable.

- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;**

Not applicable.

- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;

Not applicable.

- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;

Not applicable.

- (j) a solicitation of proxies from security holders.

Not applicable.

- (k) an action similar to any of those enumerated above;

Not applicable.

Item 6 Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give

another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

There are no agreements, arrangements, commitments, or understandings between the Acquiror and any other person or company with respect to the securities of the Corporation, other than the agreement governing the note conversion.

Item 7 Change in material fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

The acquisition of 3,000,000,000 Shares as detailed herein represents a material change in the Acquiror's holdings of the Corporation.

Item 8 Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 Certification

The Acquiror must certify that the information is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

I, an authorized signatory of the Acquiror, certify that the statements made in this report are true and complete in every respect.

Date: January 2, 2025

(signed) Emil Assentato

EMIL ASSENTATO