



U.S. Department of Justice

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December 1, 2023

Jonathan Van Hoven
Law Offices of Jonathan P. Van Hoven, P.A.
36 South Charles St., Suite 901
Baltimore, MD 21201

Re: United States v. Brenda Chunga **NDB-24-0001**

Dear Counsel:

This letter, together with the Sealed Supplement, confirms the plea agreement (this "Agreement") that has been offered to your client, Brenda Chunga (hereinafter "Defendant"), by the United States Attorney's Office for the District of Maryland ("this Office") and the Fraud Section of the Criminal Division of the United States Department of Justice (collectively, "the Government"). If the Defendant accepts this offer, please have the Defendant execute it in the spaces provided below. If this offer has not been accepted by December 19, 2023, it will be deemed withdrawn. The terms of the Agreement are as follows:

Offense(s) of Conviction

1. The Defendant agrees to plead guilty to a One Count Information, which will charge the Defendant with conspiracy to commit securities fraud and wire fraud, in violation of 18 U.S.C. § 371. The Defendant admits that the Defendant is, in fact, guilty of the offense and will so advise the Court.

Elements of the Offense(s)

2. The elements of the offense to which the Defendant has agreed to plead guilty, and which the Government would prove if the case went to trial, are as follows: That at some point during the approximate time period alleged in the Information, in the District of Maryland and elsewhere, the Defendant:

- (1) and one or more persons entered into the unlawful agreement charged in the Information;
- (2) the Defendant knowingly and willfully became a member of the conspiracy;
- (3) one of the members of the conspiracy knowingly committed at least one of the overt acts charged in the Information; and
- (4) the overt act was committed to further some objective of the conspiracy.

Penalties

3. The maximum penalties provided by statute for the offense(s) to which the Defendant is pleading guilty are as follows:

Count	Statute	Maximum Prison	Supervised Release	Maximum Fine	Special Assessment
1	18 U.S.C. § 371	5 years	3 years	Greater of \$250,000 or twice the pecuniary gain or loss, pursuant to 18 U.S.C. § 3571 (d)	\$100

a. **Supervised Release:** If the Court orders a term of supervised release, and the Defendant violates the conditions of supervised release, the Court may order the Defendant returned to custody to serve a term of imprisonment as permitted by statute, followed by an additional term of supervised release.

b. **Restitution:** The Court must order the Defendant to pay restitution pursuant to 18 U.S.C. §§ 3663A and 3664.

d. **Payment:** If a fine or restitution is imposed, it shall be payable immediately, unless the Court orders otherwise under 18 U.S.C. § 3572(d). The Defendant may be required to pay interest if the fine is not paid when due.

c. **Forfeiture:** The Court may enter an order of forfeiture of assets directly traceable to the offense, substitute assets, and/or a money judgment equal to the value of the property subject to forfeiture.

d. **Collection of Debts:** If the Court imposes a fine or restitution, this Office's Financial Litigation Unit will be responsible for collecting the debt. If the Court establishes a schedule of payments, the Defendant agrees that: (1) the full amount of the fine or restitution is nonetheless due and owing immediately; (2) the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment; and (3) the United States may fully employ all powers to collect on the total amount of the debt as provided by law. Until the debt is paid, the Defendant agrees to disclose all assets in which the Defendant has any interest or over which the Defendant exercises direct or indirect control. Until the money judgment is satisfied, the Defendant authorizes the Government to obtain a credit report in order to evaluate the Defendant's ability to pay, and to request and review the Defendant's federal and state income tax returns. The Defendant agrees to complete and sign a copy of IRS Form 8821 (relating to the voluntary disclosure of federal tax return information) and a financial statement in a form provided by the Government.

Waiver of Rights

4. The Defendant understands that by entering into this Agreement, the Defendant surrenders certain rights as outlined below:

a. If the Defendant had pled not guilty and persisted in that plea, the Defendant would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, the Government, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the Government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the Government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in defense, however, the Defendant would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in the Defendant's own defense if the Defendant so chose, and the Defendant would have the right to refuse to testify. If the Defendant chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from the Defendant's decision not to testify.

e. If the Defendant were found guilty after a trial, the Defendant would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that the Defendant may have to answer the Court's questions both about the rights being given up and about the facts of the case. Any statements that the Defendant makes during such a hearing would not be admissible against the Defendant during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, the Defendant will be giving up the right to file and have the Court rule on pretrial motions, and there will be no further trial or proceeding of any kind in the above-referenced criminal case, and the Court will find the Defendant guilty.

h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status, including possible denaturalization. The Defendant recognizes that if the Defendant is not a citizen of the United States, or is a naturalized citizen, pleading guilty may have consequences with respect to the Defendant's immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including the Defendant's attorney or the Court, can predict with certainty the effect of a conviction on immigration status. The Defendant is not relying on any promise or belief about the immigration consequences of pleading guilty. The Defendant nevertheless affirms that the Defendant wants to plead guilty regardless of any potential immigration consequences.

Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. § 3551-3742 (excepting 18 U.S.C. § 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

Factual and Advisory Guidelines Stipulation

6. The Government and the Defendant stipulate and agree to the Statement of Facts set forth in Attachment A, which is incorporated by reference herein.

a. The Government and the Defendant further agree that the applicable base offense level is **6** pursuant to United States Sentencing Guidelines ("U.S.S.G.") §§ 2B1.1(a)(1) and 2X1.1(a).

b. The Government reserves the right to argue at sentencing that, pursuant to U.S.S.G. § 2B1.1(b)(1)(J), **18** levels should be added because the gain that resulted to the Defendant is over \$3.5 million, and the Defendant reserves the right to argue at sentencing that **16** levels should be added because the gain was more than \$1.5 million but less than \$3.5 million. The Government and the defendant agree that the gain that resulted to the Defendant is at least \$3 million. At this time, loss cannot reasonably be determined. *See* U.S.S.G. § 2B1.1 cmt 3(B).

c. Pursuant to U.S.S.G. § 2B1.1(b)(2)(A), **2** levels are added because the offense involved 10 or more victims.

d. Thus the final offense level before reductions is **26** or **24**.

e. The Government does not oppose a **2**-level reduction in the Defendant's adjusted offense level pursuant to U.S.S.G. § 3E1.1(a) based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for the Defendant's criminal conduct. The Government agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional **1**-level decrease in recognition of the Defendant's timely notification of the Defendant's intention to enter a plea of guilty. The Government may oppose any adjustment for acceptance of responsibility under U.S.S.G. § 3E1.1(a), and may decline to make a motion pursuant to U.S.S.G. § 3E1.1(b), if the Defendant: (i) fails to admit each and every item in the factual stipulation; (ii) denies involvement in the offense; (iii) gives conflicting statements about the Defendant's involvement in the offense; (iv) is untruthful with the Court, the Government, or the United States Probation Office; (v) obstructs or attempts to obstruct justice prior to sentencing; (vi) engages in any criminal conduct between the date of this Agreement and the date of sentencing; (vii) attempts to withdraw the plea of guilty; or (viii) violates this Agreement in any way.

f. The Government will not oppose a two-level downward variance if the Court determines that the Defendant meets the criteria listed in the adopted Section 4C1.1. The Defendant waives the right to seek a sentence reduction under 18 U.S.C. § 3582(c)(2) based on the adopted Section 4C1.1.

7. There is no agreement as to the Defendant's criminal history and the Defendant understands that the Defendant's criminal history could alter the Defendant's offense level. Specifically, the Defendant understands that the Defendant's criminal history could alter the final offense level if the Defendant is determined to be a career offender or if the instant offense was a part of a pattern of criminal conduct from which the Defendant derived a substantial portion of the Defendant's income.

8. Other than as set forth above, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines are in dispute or will be raised in calculating the advisory guidelines range.

Obligations of the Parties

9. At the time of sentencing, the Government and the Defendant reserve the right to advocate for a reasonable sentence, period of supervised release, and/or fine considering any appropriate factors under 18 U.S.C. § 3553(a). The Government and the Defendant reserve the right to bring to the Court's attention all information with respect to the Defendant's background, character, and conduct that the Government or the Defendant deem relevant to sentencing.

Waiver of Appeal

10. In exchange for the concessions made by the Government and the Defendant in this Agreement, the Government and the Defendant waive their rights to appeal as follows:

a. The Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or any other statute or constitutional provision, to appeal the Defendant's conviction on any ground whatsoever. This includes a waiver of all right to appeal the Defendant's conviction on the ground that the statute(s) to which the Defendant is pleading guilty is unconstitutional, or on the ground that the admitted conduct does not fall within the scope of the statute(s), to the extent that such challenges legally can be waived.

b. The Defendant and the Government knowingly and expressly waive all rights conferred by 18 U.S.C. § 3742 to appeal whatever sentence is imposed (including any term of imprisonment, fine, term of supervised release, or order of restitution) for any reason (including the establishment of the advisory sentencing guidelines range, the determination of the Defendant's criminal history, the weighing of the sentencing factors, and any constitutional challenges to the calculation and imposition of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release).

c. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from the Government or any investigating agency.

Forfeiture

11. The Defendant understands that the Court may enter an Order of Forfeiture as part of the Defendant's sentence, and that the Order of Forfeiture may include assets directly traceable to the offense(s), substitute assets, and/or a money judgment equal to the value of the property derived from, or otherwise involved in, the offenses.

12. Specifically, but without limitation on the Government's right to forfeit all property subject to forfeiture as permitted by law, the Defendant agrees to a money judgment in the amount of at least \$3,000,000.00 to the United States, which the Defendant agrees represents proceeds derived from or obtained by the Defendant as a result of, or used to facilitate the commission of, the Defendant's illegal activities.

13. The Defendant agrees to consent to the entry of orders of forfeiture for the property described herein and waives the requirements of Federal Rules of Criminal Procedure 11(b)(1)(J), 32.2, and 43(a) regarding notice of the forfeiture in the charging instrument, advice regarding forfeiture during the change of plea hearing, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

14. The Defendant agrees to assist fully in the forfeiture of the above property. The Defendant agrees to disclose all assets and sources of income, to consent to all requests for access to information related to assets and income, and to take all steps necessary to pass clear title to the forfeited assets to the United States, including executing all documents necessary to transfer such title, assisting in bringing any assets located outside of the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are made available for forfeiture.

15. The Defendant waives all challenges to any forfeiture carried out in accordance with this Agreement on any grounds, including any and all constitutional, legal, equitable, statutory, or administrative grounds brought by any means, including through direct appeal, habeas corpus petition, or civil complaint. The Defendant will not challenge or seek review of any civil or administrative forfeiture of any property subject to forfeiture under this Agreement, and will not assist any third party with any challenge or review or any petition for remission of forfeiture.

Restitution

16. The Defendant agrees to the entry of a restitution order for the full amount of the victims' losses. The Defendant agrees that, pursuant to 18 U.S.C. §§ 3663A and 3563(b)(2) and 3583(d), the Court may order restitution of the full amount of the actual, total loss caused by the offense conduct set forth in the factual stipulation, which the parties stipulate is at least \$3,000,000, but could be significantly higher at the time of sentencing if calculable. The total amount of restitution shall be due immediately and shall be ordered to be paid forthwith. Any payment schedule imposed by the Court establishes only a minimum obligation. Defendant will make a good faith effort to pay any restitution. Regardless of Defendant's compliance, any payment schedule does not limit the United States' ability to collect additional amounts from Defendant through all available collection remedies at any time. The Defendant further agrees that the Defendant will fully disclose to the Government, the probation officer, and to the Court, subject to the penalty of perjury, all information (including but not limited to copies of all relevant bank and financial records) regarding the current location and prior disposition of all funds obtained as a result of the criminal conduct set forth in the factual stipulation. The Defendant further agrees to take all reasonable steps to retrieve or repatriate any such funds and to make them available for restitution. If the Defendant does not fulfill this provision, it will be considered a material breach of this Agreement, and the Government may seek to be relieved of its obligations under this Agreement.

Defendant's Conduct Prior to Sentencing and Breach

17. Between now and the date of the sentencing, the Defendant will not engage in conduct that constitutes obstruction of justice under U.S.S.G. § 3C1.1; will not violate any federal, state, or local law; will acknowledge guilt to the probation officer and the Court; will be truthful in any statement to the Court, the Government, law enforcement agents, and probation officers; will cooperate in the preparation of the presentence report; and will not move to withdraw from the plea of guilty or from this Agreement.

18. If the Defendant engages in conduct prior to sentencing that violates the above paragraph of this Agreement, and the Court finds a violation by a preponderance of the evidence, then: (i) the Government will be free from its obligations under this Agreement; (ii) the Government may make sentencing arguments and recommendations different from those set out in this Agreement, even if the Agreement was reached pursuant to Rule 11(c)(1)(C); and (iii) in any criminal or civil proceeding, the Government will be free to use against the Defendant all statements made by the Defendant and any of the information or materials provided by the Defendant, including statements, information, and materials provided pursuant to this Agreement, and statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules

of Criminal Procedure. A determination that the Government is released from its obligations under this Agreement will not permit the Defendant to withdraw the guilty plea. The Defendant acknowledges that the Defendant may not withdraw the Defendant's guilty plea—even if made pursuant to Rule 11(c)(1)(C)—if the Court finds that the Defendant breached the Agreement. In that event, neither the Court nor the Government will be bound by the specific sentence or sentencing range agreed and stipulated to herein pursuant to Rule 11(c)(1)(C).

Court Not a Party

19. The Court is not a party to this Agreement. The sentence to be imposed is within the sole discretion of the Court. The Court is not bound by the Sentencing Guidelines stipulation in this Agreement. The Court will determine the facts relevant to sentencing. The Court is not required to accept any recommendation or stipulation of the parties. The Court has the power to impose a sentence up to the maximum penalty allowed by law. If the Court makes sentencing findings different from those stipulated in this Agreement, or if the Court imposes any sentence up to the maximum allowed by statute, the Defendant will remain bound to fulfill all of the obligations under this Agreement. Neither the prosecutor, defense counsel, nor the Court can make a binding prediction, promise, or representation as to what guidelines range or sentence the Defendant will receive. The Defendant agrees that no one has made such a binding prediction or promise.

Entire Agreement

20. This letter, together with the Sealed Supplement, constitutes the complete plea agreement in this case. This letter, together with the Sealed Supplement, supersedes any prior understandings, promises, or conditions between the Government and the Defendant. There are no other agreements, promises, undertakings, or understandings between the Defendant and the Government other than those set forth in this letter and the Sealed Supplement. No changes to this Agreement will be effective unless in writing, signed by all parties and approved by the Court.

If the Defendant fully accepts each and every term and condition of this Agreement, please sign and have the Defendant sign the original and return it to me promptly.


Very truly yours,

Glenn S. Leon
Chief, Fraud Section

/s/

Tian Huang
Trial Attorney

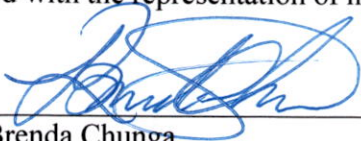
Erek L. Barron
United States Attorney

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Aaron S.J. Zelinsky
Spencer Todd
Assistant United States Attorneys

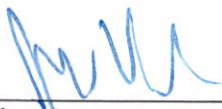
I have read this Agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

12/17/2023
Date


Brenda Chunga

I am the Defendant's attorney. I have carefully reviewed every part of this Agreement, including the Sealed Supplement with the Defendant. The Defendant advises me that the Defendant understands and accepts its terms. To my knowledge, the Defendant's decision to enter into this Agreement is an informed and voluntary one.

12/17/23
Date


Jonathan Van Hoven

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ATTACHMENT A

STIPULATION OF FACTS

The undersigned parties stipulate and agree that if this case had proceeded to trial, the Government would have proven the following facts beyond a reasonable doubt. The undersigned parties also stipulate and agree that the following facts do not encompass all of the evidence that would have been presented had this matter proceeded to trial.

Relevant Entities, Individuals, Terms

HyperFund, aka “HyperTech,” aka “HyperCapital,” aka “HyperVerse,” aka “HyperNation” (collectively, “HyperFund”) was an unincorporated organization established in approximately June 2020. HyperFund operated a purportedly legitimate decentralized finance, or “DeFi,” cryptocurrency investment platform and touted its investment program to the public through social media and other means. In truth, HyperFund was a global securities fraud and wire fraud scheme that obtained approximately \$1.89 billion from victim-investors world-wide.

HyperFund conducted its business principally by means of websites, including <http://thehyperfund.online>, <https://thehyperfund.com/>, <https://h5.thehyperversenet.net/>, and <https://www.thehyperversenet.net/> (collectively, the “HyperFund Websites”). The HyperFund Websites were accessible worldwide to the public, including to prospective investors residing within the District of Maryland.

Defendant BRENDA CHUNGA, aka “Bitcoin Beate,” was a resident of the District of Maryland. CHUNGA was a promoter of HyperFund.

Individual 1 was a citizen of Australia and resident of the United Arab Emirates. Individual 1 was a co-founder of HyperFund.

The United States Securities and Exchange Commission (“SEC”) was an independent agency of the executive branch of the United States government. The SEC was responsible for enforcing federal securities laws and promulgating rules and regulations in keeping with the same.

“Cryptocurrency” was a digital currency in which transactions were verified and records were maintained by a decentralized system using cryptography, rather than a centralized authority such as a bank or government. Like traditional fiat currency, there were multiple types of cryptocurrencies, such as Bitcoin (BTC) and Tether (USDT).

Decentralized Finance, or “DeFi,” generally referred to various financial applications, or technology, in blockchain and cryptocurrency that sought to remove centralized institutions, third parties and other intermediaries from financial transactions. Many DeFi applications were built on top of the Ethereum blockchain. Ethereum’s platform allowed smart contracts to be deployed directly to the blockchain.

Under Title 15, United States Code, Section 77b(a)(1), a “security” included a wide range of investment vehicles, including “investment contracts.” Investment contracts were instruments, schemes, or transactions through which a person invested money in a common enterprise and reasonably expected profits or returns derived from the entrepreneurial or managerial efforts of others. Federal law required that an issuer of securities register offers and sales of those securities with the SEC when they offered and sold securities to the public, absent certain specified exemptions.



HyperFund

In approximately June 2020, Individual 1 and others (collectively, the “Founders”) formed HyperFund.

After the launch, the Founders and their network of promoters, including their network of U.S.-based promoters such as CHUNGA, used interstate and foreign wire communications to disseminate false and misleading information regarding HyperFund to prospective investors, including investors residing within the District of Maryland.

CHUNGA conducted multiple online investor meetings, including in the District of Maryland, to promote HyperFund’s investment programs, including the purported returns that prospective investors could earn from investing with HyperFund.

Through its marketing materials, HyperFund touted itself as an “opportunity to earn rewards from blockchain technology [and] the biggest wealth transfer ever,” as well as the “world[’]s most sustainable passive rewards program.” Pictures of the marketing materials from HyperFund appear below:


 **HYPER TECH**

WE'RE BUILDING THE BIGGEST BLOCKCHAIN COMMUNITY

BECOME A MEMBER

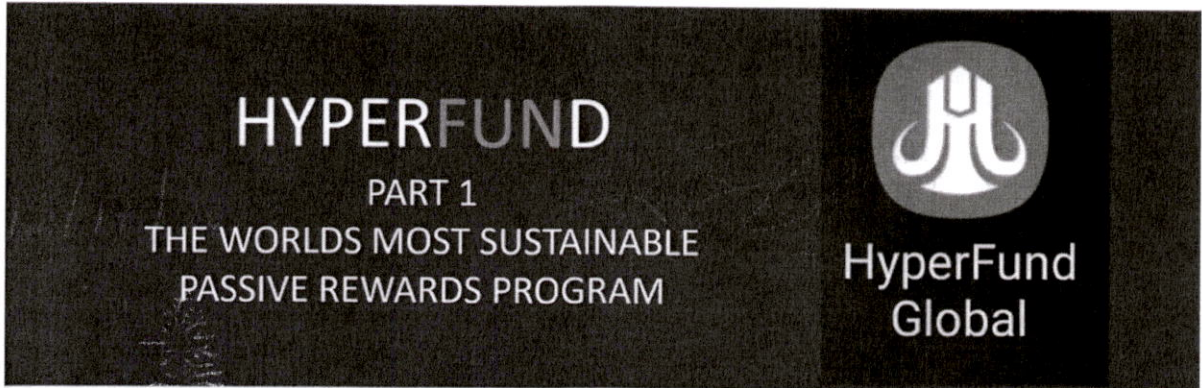
**TRILLIONS OF DOLLARS ARE POURING
INTO BLOCKCHAIN PROJECTS & DeFi
(DECENTRALISED FINANCE) THIS DECADE**

**HYPERFUND IS OFFERING YOU AN
OPPORTUNITY TO EARN REWARDS FROM
BLOCKCHAIN TECHNOLOGY & THE BIGGEST
WEALTH TRANSFER EVER**



© 2019/2020
No recordings allowed

A UNIQUE ONCE IN A LIFETIME OPPORTUNITY



CHOOSE YOUR MEMBERSHIP
\$10,000 | \$1000 | \$500 | \$300

**RECEIVE BETWEEN 0.5% TO 1% DAILY IN PASSIVE REWARDS UNTIL
THE COMPANY DOUBLES YOUR MEMBERSHIP VALUE**

***If \$300 is too high a figure to become a member at HyperCommunity, it's time to
re-evaluate the current system you are using to make money.**



HyperFund fraudulently claimed that investors who purchased “memberships” would receive between 0.5% to 1% daily in passive rewards until the company either doubled or tripled the investor’s initial investment. Certain of HyperFund’s marketing materials also fraudulently claimed that an investor who invested \$1,000 would receive \$150 per month, and that in 20 months, the investor would receive \$3,000.

To convince investors that HyperFund could make such payments, HyperFund fraudulently claimed that its payments would be disbursed in part from its revenues from large-scale crypto mining operations, when in truth and fact, HyperFund did not have such operations.

HyperFund, in truth, did not pay investors between 0.5% to 1% daily in passive rewards as promised. Instead, while investors initially were able to withdraw their funds, HyperFund eventually blocked investor withdrawals, beginning in at least July 2021. Slides from HyperFund marketing materials appear below:



The image is a screenshot of a presentation slide for HyperFund. At the top, there is a black header bar with the HyperFund logo (a stylized 'H' inside a circle) on the left, followed by the text 'HYPER TECH' in white. To the right of this, the text 'JOIN, PURCHASE & RECEIVE REWARDS' and 'THE OPPORTUNITY' are displayed in white. The main body of the slide is a light gray rectangle with black text. It starts with the heading 'RECEIVE ~~DOUBLE~~ TRIPLE' where 'DOUBLE' is crossed out with a large 'X'. Below this, it states 'PASSIVE REWARDS PAID 7 DAYS A WEEK (MIN 0.5% - MAX 1% PER DAY)'. Then, under the heading 'MEMBERSHIP VALUE', it lists three tiers: '\$1000 = min \$150pm x 20 = \$3000', '\$500 = min \$75pm x 20 \$1500', and '\$300 = min \$45pm x 20 \$900'. At the bottom of the gray box, it says 'NO MONTHLY FEES & NO FORCED UPGRADES'. The slide is flanked by two faint, stylized tree graphics. At the very bottom, there is a black footer bar. On the left side of this bar, it says '© 2019/2020' and 'No recordings allowed'. On the right side, it says 'A UNIQUE ONCE IN A LIFETIME OPPORTUNITY'.

HYPER TECH JOIN, PURCHASE & RECEIVE REWARDS THE OPPORTUNITY

RECEIVE ~~DOUBLE~~ TRIPLE

PASSIVE REWARDS PAID 7 DAYS A WEEK
(MIN 0.5% - MAX 1% PER DAY)

MEMBERSHIP VALUE

\$1000 = min \$150pm x 20 = \$3000
\$500 = min \$75pm x 20 \$1500
\$300 = min \$45pm x 20 \$900

NO MONTHLY FEES & NO FORCED UPGRADES

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No recordings allowed

A UNIQUE ONCE IN A LIFETIME OPPORTUNITY



Passive Rewards



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No recordings allowed

A UNIQUE ONCE IN A LIFETIME OPPORTUNITY

CHUNGA's Activities in the Conspiracy

CHUNGA and her co-conspirators offered and sold the HyperFund investment opportunity as a series of transactions or schemes, and therefore as securities, because they promoted the HyperFund platform as an investment of money into a common enterprise with other investors, with the reasonable expectation of profit from the efforts of HyperFund.

HyperFund never registered its investment platform as an offering and sale of securities with the SEC; nor did it have a valid exemption from this registration requirement.

From in or around June 2020 and continuing through in or around November 2022, in the District of Maryland and elsewhere, CHUNGA and others known and unknown, willfully and knowingly, combined, conspired, and agreed to commit offenses against the United States, to wit, (a) securities fraud, in violation of Title 15, United States Code, Section 78j(b) and 78ff and Title 17, Code of Federal Regulations, Section 240.10b-5, and (b) wire fraud, in violation of Title 18, United States Code, Section 1343.

It was a part and object of the conspiracy that CHUNGA and others known and unknown, willfully and knowingly, directly and indirectly, by the use of the means and instrumentalities of interstate commerce, would and did use and employ, in connection with the purpose and sale of securities, manipulative and deceptive devices and contrivances, contrary to Rule 10b-5 of the Rules and Regulations of the United State Securities and Exchange Commission, Title 17, Code of Federal Regulations, Section 240.10b-5, by: (i) employing devices, schemes, and artifices to defraud; (ii) making one or more untrue statements of material fact and omitting to state one or

more material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (iii) engaging in acts, practices, and courses of business which would and did operate as a fraud and deceit upon one or more investors and potential investors in HyperFund, in connection with the purchase and sale of investments in HyperFund's investment programs directly and indirectly, by use of means and instrumentalities of interstate commerce and the mails, contrary to Title 15, United States Code, Sections 78j(b) and 78ff.

It was further a part and an object of the conspiracy that CHUNGA and others known and unknown, knowingly having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representation, and promises, would and did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

It was a purpose of the conspiracy for CHUNGA and her co-conspirators to unjustly enrich themselves by: (a) inducing investors to invest in HyperFund through materially false and fraudulent pretenses, representations, and promises regarding the returns that investors would earn on their investments; and (b) concealing the misappropriation of investors' funds for their own personal use and benefit.

The manner and means by which the defendant and her co-conspirators sought to accomplish the purpose and object of the conspiracy included, but were not limited to, the following:

- a. CHUNGA and her co-conspirators, using interstate and foreign wire communications, published videos to social media platforms to encourage investors, including investors in the District of Maryland, to invest in HyperFund and used the HyperFund Websites to promote the scheme.
- b. CHUNGA and her co-conspirators made and caused others to make materially false and fraudulent pretenses, representations, and promises to, and concealed and caused others to conceal material facts from, investors and potential investors, regarding HyperFund's purported investment platform, expected investment returns, and the use of investors' funds.

In furtherance of the conspiracy and to effect its objects, CHUNGA and her co-conspirators committed the following overt acts:

- c. In or around February 2021, CHUNGA and her co-conspirators offered and sold investment contracts to the public, including investors residing within the District of Maryland, through HyperFund's online investment platform.
- d. In or around February 2021, using interstate wire communications, CHUNGA caused a video to be published to social media in which she stated that HyperFund was "offering . . . an opportunity to earn rewards from blockchain technology and

the biggest wealth transfer ever,” and was the “world’s most sustainable passive rewards program.”

- e. In or around April 2022, CHUNGA’s co-conspirators blocked investors’ withdrawals.

CHUNGA personally received at least \$3,000,000 in fraud proceeds from her participation in the conspiracy.

I have read this Statement of Facts and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. I do not wish to change any part of it.

12/17/2023

Date

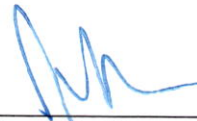


Brenda Chunga

I am Brenda Chunga’s attorney. I have carefully reviewed every part of this Statement of Facts with him. To my knowledge, his decision to sign it is an informed and voluntary one.

12/17/23

Date



Jonathan Van Hoven