

# ABC CORPORATION

(a Delaware corporation)

## SUBSCRIPTION AGREEMENT

THE SECURITIES SOLD PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN.

THE PURCHASE OF THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

The undersigned understands that ABC Corporation a Delaware corporation (the "Issuer") is offering an aggregate of up to US\$10,000,000 of uncertificated shares of the Company's common stock, US\$ 10.00 par value per share (the "Securities"), the transfer of which will be facilitated by the use of Ethereum-based digital assets created using a smart contract standard developed by the Issuer using the ERC-20 standard (the "Tokens"), in a private placement pursuant to Rule 506(c) promulgated pursuant to the Securities Act of 1933, as amended (the "Securities Act") (the "Offering"). The minimum number of Shares to be offered and sold will be 500,000 for a minimum aggregate offering amount of US\$5,000,000. The Offering is being conducted by Texture Capital, Inc. ("Texture Capital"), a broker-dealer registered with the Financial Industry Regulatory Authority ("FINRA"), on a "best efforts" basis at US\$10.00 per share. The net proceeds received by the Issuer from the Offering will be deposited directly to the treasury of the Issuer and used for general corporate purposes.

The Offering is being made pursuant to the Offering Memorandum, dated January 12, 2021, the Investor Deck dated January 12, 2021, and such other information as may be provided to you, from time to time, by the Issuer or on behalf of the Issuer by Texture Capital (collectively, the "Offering Documents"). The undersigned further understands that the Offering is being made without registration of the Securities under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or any securities law of any state of the United States or of any other jurisdiction, and is being made only to "accredited investors" (as defined in Rule 501 of Regulation D under the Securities Act).

1. Subscription. Subject to the terms and conditions of this subscription agreement (the "Subscription Agreement"), on the date of the Closing referred to in Section 3 hereof, the undersigned shall purchase from the Issuer, and the Issuer shall sell and issue to the undersigned, \_\_\_\_\_ Securities with an aggregate purchase price of US\$ \_\_\_\_\_ (the "Purchase Price").

2. Acceptance of Subscription and Issuance of Securities. It is understood and agreed that the Issuer shall have the sole right, in its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that this subscription shall be deemed to be accepted by the Issuer only when it is signed by a duly authorized representative of the Issuer and delivered to the undersigned at the Closing referred to in Section 3 hereof. Subscriptions need not be accepted in the order received, and the Securities may be allocated among subscribers as determined by the Issuer. Notwithstanding anything in this Subscription Agreement to the contrary, the Issuer shall have no obligation to issue any of the Securities to any person who is a resident of a jurisdiction in which the issuance of Securities to such person would constitute a violation of the securities, "blue sky" or other similar laws of such jurisdiction (collectively referred to as the "State Securities Laws").

3. The Closing. The closing of the purchase and sale of the Securities to the undersigned (the "Closing") shall take place on September 30<sup>th</sup> 2021 at 12:00pm, or at such other time and place as the Issuer may designate by notice to the undersigned.

4. Payment for Securities. The undersigned shall make payment for the Securities to an escrow account designated by the Issuer in an amount equal to the Purchase Price by wire transfer of U.S. dollars in immediately available funds promptly upon execution of this Subscription Agreement, in the amount as set forth in Appendix A hereto. The Issuer shall deliver the Securities purchased by the undersigned at the Closing by (i) causing an entry in the books and records of the Issuer in the name of the purchaser that indicates the number of Securities purchased and the amount tendered for such Securities and (ii) transferring a like number of Texture Tokens to the wallet address of the undersigned set forth on the signature page hereof. Any such wallet address (the "Purchaser Wallet") shall be compatible with the Issuer's specifications as set forth in the Offering Documents.

5. Representations and Warranties of the Issuer. As of the Closing, the Issuer represents and warrants to the undersigned that:

(a) *Due Organization, etc.* The Issuer is a duly formed and validly existing corporation under the laws of the State of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has the corporate power and authority to operate its business as it is currently being conducted and to own,

lease and operate its properties, and is duly qualified and is in good standing as a foreign entity authorized to do business in each jurisdiction in which the nature of its business or its ownership or leasing of property requires such qualification, except where the failure to be so qualified would not have a material adverse effect on the Issuer.

(b) *Due Authorization; Valid and Binding Obligations.* The Issuer has all requisite power and authority to execute, deliver and perform its obligations under this Subscription Agreement, and when executed and delivered by the Issuer, this Subscription Agreement will constitute legal, valid and binding agreement of the Issuer enforceable against the Issuer in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights generally, and except as enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The Securities have been duly authorized and, when issued and paid for in accordance with the terms of this Subscription Agreement, will be duly and validly issued, fully paid and nonassessable.

(c) *No Integration.* None of the Issuer or any of its affiliates (as such term is defined in Rule 501 under the Securities Act) (each, an "Affiliate"), or any person acting on its or any of their behalf has, directly or indirectly, solicited any offer to buy, sold or offered to sell any security which is or would be integrated with the sale of the Securities in a manner that would require the offer and sale of the Securities to be registered under the Securities Act.

(d) *No Public Offering.* None of the Issuer or its Affiliates, or any person acting on its or any of their behalf has, directly or indirectly, solicited offers for or offered or sold the Securities in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act. To the extent the Issuer or its Affiliates engage in general solicitation in connection with the Securities, such general solicitation shall be in compliance with Rule 506 and such offers and sales will not be deemed a public offering.

(e) *Compliance with Anti-Money Laundering Laws.* The operations of the Issuer and its subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable anti-money laundering statutes of all jurisdictions where the Issuer or any of its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "Anti-Money Laundering Laws"); and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Issuer or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Issuer, threatened.

(f) *OFAC Compliance.* Neither the Issuer nor any of its subsidiaries nor, to the knowledge of the Issuer, any director, officer, agent, employee or affiliate of the Issuer or any of its

subsidiaries is an individual or entity (a "Person") that is, or is owned or controlled by a Person that is, currently the subject or target of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority (collectively, "Sanctions"), nor is the Issuer or any of its subsidiaries located, organized or resident in a country or territory that is the subject or the target of Sanctions, including, without limitation, Cuba, Iran, North Korea, Sudan and Syria (each, a "Sanctioned Country"); and the Issuer will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person (i) to fund or facilitate any activities of or business with any Person that, at the time of such funding or facilitation, is the subject or the target of Sanctions, (ii) to fund or facilitate any activities or business in any Sanctioned Country [in violation of Sanctions] or (iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as initial purchaser, advisor, investor or otherwise) of Sanctions. Since the Issuer's inception, the Issuer and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any Person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

6. Representations, Warranties and Covenants of the Undersigned. The undersigned hereby represents and warrants to, and covenants with, the Issuer that:

(a) General.

(i) The undersigned has all requisite authority (and in the case of an individual, the capacity) to purchase the Securities, enter into this Subscription Agreement and to perform all the obligations required to be performed by the undersigned hereunder, and such purchase will not contravene any law, rule or regulation binding on the undersigned or any investment guideline or restriction applicable to the undersigned.

(ii) The undersigned is a resident of the state set forth on the signature page hereto and is not acquiring the Securities as a nominee or agent or otherwise for any other person.

(iii) The undersigned will comply with all applicable laws and regulations in effect in any jurisdiction in which the undersigned purchases or sells Securities and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the undersigned is subject or in which the undersigned makes such purchases or sales, and the Issuer shall have no responsibility therefor.

(b) Information Concerning the Issuer.

(i) The undersigned, together with his, her or its advisors, has had an opportunity to access, review, and evaluate the Offering Documents. The undersigned has not been furnished any offering materials other than the Offering Documents and has relied only on the information contained therein in connection with the purchase of the Securities. The undersigned understands that any media reports regarding the Securities should not be relied upon in making a decision to purchase the Securities and represents that he/she has not relied on any such media reports in deciding to execute this Subscription Agreement and purchase the Securities.

(ii) The undersigned understands that no public or other market now exists for the Securities, and that the Issuer has made no assurances that a market will ever exist for the Securities.

(iii) The undersigned understands and accepts that the purchase of the Securities involves various risks, including the risks outlined in the Offering Documents and in this Subscription Agreement. The undersigned represents that it is able to bear any loss associated with an investment in the Securities.

(iv) The undersigned confirms that it is not relying on any communication (written or oral) of the Issuer or its Affiliates as investment or tax advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the Securities provided in the Offering Documents or otherwise by the Issuer or its Affiliates shall not be considered investment or tax advice or a recommendation to purchase the Securities, and that none of the Issuer or its Affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Securities. The undersigned acknowledges that none of the Issuer or its Affiliates has made any representation regarding the proper characterization of the Securities for purposes of determining the undersigned's authority to invest in the Securities.

(v) The undersigned is familiar with the business and financial condition and operations of the Issuer, all as generally described or incorporated in the Offering Documents. The undersigned has had access to such information concerning the Issuer and the Securities as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Securities.

(vi) The undersigned understands that, unless the undersigned notifies the Issuer in writing to the contrary at or before the Closing, each of the undersigned's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing.

(vii) The undersigned acknowledges that the Issuer has the right in its sole and absolute discretion to terminate the Offering at any time prior to the completion thereof. Following any such termination and the return to the undersigned of any previously paid

subscription price for the Securities, without interest thereon, this Subscription Agreement shall automatically terminate and shall have no force or effect.

(viii) The undersigned understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

(c) Non-Reliance.

(i) The undersigned represents that it is not relying on (and will not at any time rely on) any communication (written or oral) of the Issuer as investment advice or as a recommendation to purchase the Securities, it being understood that information and explanations related to the Securities described in the Offering Documents shall not be considered investment advice or a recommendation to purchase the Securities.

(ii) The undersigned confirms that the Issuer has not (i) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities or (ii) made any representation to the undersigned regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the undersigned is not relying on the advice or recommendations of the Issuer and the undersigned has made its own independent decision that the investment in the Securities is suitable and appropriate for the undersigned.

(d) Status of Undersigned.

(i) The undersigned understands the business in which the Issuer and its subsidiaries are engaged and has such knowledge, skill and experience in business, financial and investment matters that the undersigned is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the undersigned's own professional advisors, to the extent that the undersigned has deemed appropriate, the undersigned has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. The undersigned has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the undersigned is able to bear the risks associated with an investment in the Securities and its authority to invest in the Securities.

(ii) The undersigned is an "accredited investor" as defined in Rule 501(a) under the Securities Act. The undersigned agrees to furnish any additional information requested by the Issuer or any of its Affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Securities. The undersigned has completed the online electronic questionnaire provided by Texture in

order to assess and verify accredited investor status, and the information submitted via that questionnaire or through any other means is complete and accurate as of the date thereof and is hereby affirmed as of the date hereof. Any information that has been furnished or that will be furnished by the undersigned to evidence its status as an accredited investor is accurate and complete and does not contain any misrepresentation or material omission.

(e) Restrictions on Transfer or Sale of Securities.

(i) The undersigned is acquiring the Securities solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The undersigned understands that the Securities have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the undersigned in this Subscription Agreement. The undersigned understands that the Issuer is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(ii) The undersigned understands that the Securities are "restricted securities" under applicable federal securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission (the "Commission") which provide in substance that the undersigned may dispose of the Securities only pursuant to an effective registration statement under the Securities Act or an exemption therefrom; and the undersigned understands that the Issuer does not have any obligation or intention to register any of the Securities, or to take any affirmative action so as to permit sales pursuant to the Securities Act (including pursuant to Rule 144 thereunder). Accordingly, the undersigned understands that under the Commission's rules, the undersigned may dispose of the Securities principally only in "private placements" that are exempt from registration under the Securities Act, in which event the transferee will acquire "restricted securities" subject to the same limitations as in the hands of the undersigned. *Consequently, the undersigned understands that the undersigned must bear the economic risks of the investment in the Securities for an indefinite period of time.*

(iii) The undersigned agrees: (A) that the undersigned will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Securities under the Securities Act and all applicable State Securities Laws, or in a transaction that is exempt from the registration provisions of the Securities Act and all applicable State Securities Laws; (B) that the Securities will bear a legend making reference to the foregoing restrictions; and (C) that the Issuer and its affiliates shall not be required to give effect to any purported transfer of such Securities except upon compliance with the foregoing restrictions.

(iv) The undersigned is not and for so long as the undersigned holds any Securities (I) will not be (A) an employee benefit plan or other plan subject to Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or any entity or other person whose assets constitute (or are deemed for purposes of ERISA or the Code to constitute) the assets of any such plan or (B) another employee benefit plan subject to U.S. federal, state or local laws, or non U.S. laws, which are substantially similar to Section 406 of ERISA or Section 4975 of the Code unless the undersigned purchase and holding of the Securities would not violate such substantially similar laws, or (II) is not subject to ERISA and, with respect to the undersigned's purchase and holding of the Securities, is eligible for coverage under one or more statutory or administrative exemptions from the prohibited transaction rules of ERISA and the Internal Revenue Code.

(v) Either (I) the undersigned is not and, for so long as the undersigned holds any Securities, will not be, an employee benefit plan or other plan subject to Section 406 of ERISA or Section 4975 of the Code, another employee benefit plan subject to U.S. federal, state or local laws, or non-U.S. laws, which are substantially similar to Section 406 of ERISA or Section 4975 of the Code, or any entity or other person whose assets constitute (or are deemed for purposes of ERISA or the Code to constitute) the assets of any such plan or (II) the undersigned's purchase and holding of the Securities will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or a non-exempt violation of any such substantially similar laws.

7. Conditions to Obligations of the Undersigned and the Issuer. The obligations of the undersigned to purchase and pay for the amount of Securities specified in Appendix A and of the Issuer to sell the Securities are subject to the satisfaction at or prior to the Closing of the following conditions precedent: the representations and warranties of the Issuer contained in Section 5 hereof and of the undersigned contained in Section 6 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing, and the delivery of an opinion of counsel to the Issuer regarding the valid issuance of the Securities.

8. Obligations Irrevocable. The obligations of the undersigned hereunder shall be irrevocable.

9. Transfers of Securities.

(a) The Securities are subject to restrictions on transfer, as set forth in Section 6(e) above. By executing this Agreement, the undersigned hereby acknowledges such restrictions.



(b) The undersigned acknowledges that the Shares are issued and shall be held subject to all the provisions of this Agreement, the Certificate of Incorporation and the Bylaws of the Company and any amendments thereto, copies of which are on file at the principal office of the Company. A statement of all of the rights, preferences, privileges and restrictions granted to or imposed upon the respective classes and/or series of shares of stock of the Company and upon the holders thereof may be obtained by any stockholder upon request and without charge, at the principal office of the Company, and the Company will furnish any stockholder, upon request and without charge, a copy of such statement. The undersigned acknowledges that the provisions of this Section 9(b) shall constitute the notices required by Sections 151(f) and 202(a) of the Delaware General Corporation Law and the undersigned hereby expressly waives the requirement of Section 151(f) of the Delaware General Corporation Law that it receive the written notice provided for in Sections 151(f) and 202(a) of the Delaware General Corporation Law within a reasonable time after the issuance of the Shares.

(c) Within a reasonable time after the transfer of any Securities by the undersigned, the registered owner thereof shall be given a notice, in writing or by electronic transmission, by or on behalf of the Issuer. Such notice will contain the information otherwise required to be set forth or stated on share certificates pursuant to §§ 151, 156, 202(a), 218(a) or 364 of Title 8 of the Delaware Corporation Law as well as a statement that the Issuer will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative rights of the Securities and the qualifications, limitations or restrictions of such preferences and/or rights.

11. Waiver, Amendment. Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

12. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Issuer or the undersigned without the prior written consent of the other party.

13. Waiver of Jury Trial. THE UNDERSIGNED IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT. EACH PARTY TO THIS SUBSCRIPTION AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

14. Submission to Jurisdiction. With respect to any suit, action or proceeding relating to any offers, purchases or sales of Securities by the undersigned ("Proceedings"), the undersigned irrevocably submits to the jurisdiction of the courts of the State of New York located in New York County, which submission shall be exclusive unless none of such courts has lawful jurisdiction over such Proceedings.

15. Applicable Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16. Section and Other Headings. The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

17. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid:

(i) If to the Issuer, at the following address:

**ABC CORPROATION**  
**as Issuer**  
200 MADISON AVENUE

(ii) If to the undersigned, to the undersigned at the address set forth in Appendix B; or at such other address as the undersigned shall have specified by notice in writing to the Issuer, with a copy to (insert address):

18. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

19. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Issuer and the Closing, (ii) changes in the transactions, documents and instruments described in the Offering Documents that are not material or that are to the benefit of the undersigned and (iii) the death or disability of the undersigned.

20. Notification of Changes. The undersigned shall notify the Issuer upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Subscription Agreement which would cause any representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or incorrect.

21. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. Counterparts. This Agreement may be executed in any number of counterparts (including by means of facsimile and electronic mail (including portable document format (pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docuSign.com](http://www.docuSign.com))), each of which shall be an original but all of which together shall constitute one and the same instrument.

23. No Third-Party Beneficiaries. This Subscription Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

24. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Subscription Agreement and the consummation of the transactions contemplated hereby.

25. Legal Representation. The undersigned acknowledges that the undersigned: (i) has read this Subscription Agreement and the exhibits referred to herein; (ii) understands that the Issuer has been represented by counsel in the preparation, negotiation and execution of this Subscription Agreement; and (iii) understands the terms and conditions of this Subscription Agreement and is fully aware of their legal and binding effect.

26. Expenses. Each party will bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with this Subscription Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of *[insert date]*.

*Please indicate here if you are signing in your capacity as an individual, or on behalf of an entity:*

PURCHASER (if an individual):

PURCHASER (if an entity):

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Legal Name of Entity:

Email: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

State/Country of Domicile or Formation: \_\_\_\_\_

Aggregate Subscription Amount: US\$ \_\_\_\_\_

The offer to purchase Securities as set forth above is confirmed and accepted by the Issuer as to \_\_\_\_\_ Securities (US\$ \_\_\_\_\_ principal amount of Securities).

**ABC CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPENDIX A

CONSIDERATION TO BE DELIVERED

Securities to be Acquired

Aggregate Purchase Price to be Paid

Common Shares

US\$