IF THE SUBSCRIBER LIVES OUTSIDE THE UNITED STATES, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUBSCRIPTION AND PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY SUBSCRIBER, WHETHER FOREIGN OR DOMESTIC.

VIVOSENS INC.

Subscription Agreement for
Omnibus Series Seed Preferred Stock Investment Agreement

Series Seed 2020

This Subscription Agreement (this "**Agreement**") is entered into by and between the undersigned (the "**Subscriber**") and Vivosens Inc., a Delaware corporation (the "**Company**"), effective as of January 14, 2020. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Form of Omnibus Series Seed Preferred Stock Investment Agreement attached hereto as Exhibit A (the "**Omnibus Series Seed Preferred Stock Investment Agreement**"). In consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subscriber and the Company hereby agree as follows.

1. **Subscription.** Subject to the terms and conditions of this Agreement, the Subscriber hereby subscribes $[________] (the "**Subscription Amount**") for the right to a beneficial ownership of certain shares of the Company's Series Seed Preferred Stock, designated Series Seed-1 Preferred Stock, (the "**Subscription**"), to be represented by a pro rata beneficial interest (based on the Subscription Amount) in an Omnibus Series Seed Preferred Stock Investment Agreement issued by the Company to the trustee and custodian designated in the Omnibus Preferred Stock Investment Agreement.

2. **General Terms and Conditions.**

   (a) *Acceptance and Conditions*. The Company reserves the right, in its sole and absolute discretion, to accept or reject the Subscription in whole or in part. The valid execution of this Agreement shall be conditioned upon the following terms being met: (i) Subscriber's completion of the investment commitment process on the Portal hosting the Company's offering; (ii) Subscriber's delivery of the Subscription Amount to an escrow account held for the benefit of the Company's offering, in the manner and method provided in the Company's offering disclosures; (iii) Subscriber's execution of a separate custody account agreement by the Subscriber directly with the trustee and custodian designated in the Omnibus Series Seed Preferred Stock Investment Agreement; (iv) Subscriber's delivery of an executed counterpart of this Agreement and the proxy agreement attached hereto as Exhibit B (the "**Proxy Agreement**"); and (v) the Company counter-signing this Agreement and the Proxy Agreement.

   (b) *Nature of Interest in Omnibus Series Seed Preferred Stock Investment Agreement*. The Company has entered into, or expects to enter into, separate subscription agreements substantially similar in all material respects to this Agreement with other subscribers, and such subscribers shall also hold pro rata beneficial interests (based on their respective subscription amounts) in the Omnibus Series Seed Preferred Stock Investment Agreement. Nothing in this Agreement shall be construed to provide the Subscriber, or any other subscribers, with any

voting, information or inspection rights not explicitly provided by the Omnibus Series Seed Preferred Stock Investment Agreement (or the Subscriber's beneficial interest therein), and such rights shall be limited exclusively to those provided for in the Omnibus Series Seed Preferred Stock Investment Agreement.

(c) *Limitation on Participation in Company Affairs*. Nothing in this Agreement shall be construed to provide the Subscriber, as a holder of a beneficial interest in the Omnibus Series Seed Preferred Stock Investment Agreement, with any right to vote, receive information, conduct inspections or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything in this Agreement be construed to confer on the Subscriber any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

3. Subscriber Representations. By executing this Agreement, the Subscriber hereby represents and warrants to the Company as follows:

(a) The Subscriber has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes a legal, valid and binding obligation of the Subscriber, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Subscriber has been advised that the Omnibus Series Seed Preferred Stock Investment Agreement (and the Subscriber's beneficial interest therein) and the underlying securities have not been registered under the Securities Act or any state securities laws and are offered and sold hereby pursuant to Section 4(a)(6) of the Securities Act. The Subscriber understands that neither the Omnibus Series Seed Preferred Stock Investment Agreement (nor the Subscriber's beneficial interest therein) nor the underlying securities may be resold or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or pursuant to Rule 501 of Regulation CF, in which case certain state transfer restrictions may apply. Subscriber further understands and agrees that its beneficial interest in the Omnibus Series Seed Preferred Stock Investment Agreement and the securities to be acquired by the Subscriber thereunder shall be subject to further the terms and conditions set forth in the Omnibus Series Seed Preferred Stock Investment Agreement, including without limitation the transfer restrictions set forth in Section 5 of the Omnibus Series Seed Preferred Stock Investment Agreement.

(c) The Subscriber is purchasing its beneficial interest in the Omnibus Series Seed Preferred Stock Investment Agreement and the securities to be acquired by the Subscriber thereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Subscriber has no present intention of selling, granting any participation in, or otherwise distributing the same. The Subscriber understands that the Omnibus Series Seed Preferred Stock Investment Agreement (and the Subscriber's beneficial interest therein) and the underlying securities have not been, and will not be, registered under the Securities Act or any state securities laws, by reason of specific exemptions under the provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Subscriber's representations as expressed herein.

(d) The Subscriber has, and at all times under this Agreement will maintain, a custody account in good standing with the custodian and trustee pursuant to a valid and binding custody account agreement.

(e) The Subscriber acknowledges, and is making the Subscription and purchasing its beneficial interest in the Omnibus Series Seed Preferred Stock Investment Agreement in compliance with, the investment limitations set forth in Rule 100(a)(2) of Regulation CF, promulgated under Section 4(a)(6)(B) of the Securities Act.

(f) The Subscriber acknowledges that (i) the Subscriber has received all the information the Subscriber has requested from the Company and (ii) such information is necessary or appropriate for deciding whether to make the Subscription and acquire its beneficial interest in the Omnibus Series Seed Preferred Stock Investment Agreement and the underlying securities.

(g) The Subscriber has had an opportunity to (i) ask questions and receive answers from the Company regarding the terms and conditions of the Omnibus Series Seed Preferred Stock Investment Agreement (and the Subscriber's beneficial interest therein) and the underlying securities, and (ii) to obtain any additional information necessary to verify the accuracy of the information given to the Subscriber. In deciding to make the Subscription and purchase its beneficial interest in the Omnibus Series Seed Preferred Stock Investment Agreement, the Subscriber is not relying on the advice or recommendations of the Company, the Portal or any other third-party, and the Subscriber has made its own independent decision that an investment in the Omnibus Series Seed Preferred Stock Investment Agreement and the underlying securities is suitable and appropriate for the Subscriber. The Subscriber understands that no federal or state agency has passed upon the merits or risks of an investment in the Omnibus Series Seed Preferred Stock Investment Agreement and the underlying securities or made any finding or determination concerning the fairness or advisability of such investment.

(h) The Subscriber understands and acknowledges that as the holder of a beneficial interest in the Omnibus Series Seed Preferred Stock Investment Agreement, the Subscriber shall have no individual voting, information or inspection rights with respect to the Company, aside from any disclosure requirements the Company is required to make under relevant securities regulations.

(i) The Subscriber understands and acknowledges that the Company has entered into, or expects to enter into, separate subscription agreements substantially similar in all material respects to this Agreement with other subscribers, and that such subscribers shall also hold pro rata beneficial interests (based on their respective subscription amounts) in the Omnibus Series Seed Preferred Stock Investment Agreement.

(j) The Subscriber understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for the Omnibus Series Seed Preferred Stock Investment Agreement or underlying securities.

(k) Subscriber is not (i) a citizen or resident of a geographic area in which the purchase or holding of the Omnibus Series Seed Preferred Stock Investment Agreement and the underlying securities is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the

U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. Subscriber hereby represents and agrees that if Subscriber's country of residence or other circumstances change such that the above representations are no longer accurate, Subscriber will immediately notify Company. Subscriber further represents and warrants that it will not knowingly sell or otherwise transfer any interest in the Omnibus Series Seed Preferred Stock Investment Agreement or the underlying securities to a party subject to U.S. or other applicable sanctions.

(l) The Subscriber further acknowledges that it has read, understood, and had ample opportunity to ask Company questions about its business plans, "Risk Factors," and all other information presented in the Company's Form C and the offering documentation filed with the SEC.

(m) The Subscriber understands the substantial likelihood that the Subscriber will suffer a **TOTAL LOSS** of all capital invested, and that Subscriber is prepared to bear the risk of such total loss.

(n) The Subscriber understands and agrees that its beneficial interest in the Omnibus Series Seed Preferred Stock Investment Agreement does not entitle the Subscriber, as a holder of such interest, to vote, execute consents, or to otherwise represent the interests thereunder. The Subscriber acknowledges and agrees that the custodian and trustee shall vote, execute consents, and otherwise make elections pursuant to the terms of the Omnibus Series Seed Preferred Stock Investment Agreement in its sole and absolute discretion.

(o) The Subscriber understands and agrees that, except as otherwise agreed by the Company in its sole discretion, the Subscriber will not be entitled to exchange its beneficial interest in the Omnibus Series Seed Preferred Stock Investment Agreement for a Series Seed Preferred Stock Investment Agreement in registered form or other form of security instrument not otherwise contemplated by this Agreement.

(p) If the Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation, subscription and payment for, and continued ownership of, its beneficial interest in the Omnibus Series Seed Preferred Stock Investment Agreement and the underlying securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction, including (i) the legal requirements within its jurisdiction for the Subscription and the purchase of its beneficial interest in the Omnibus Series Seed Preferred Stock Investment Agreement; (ii) any foreign exchange restrictions applicable to such Subscription and purchase; (iii) any governmental or other consents that may need to be obtained; and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, conversion, redemption, sale, or transfer of its beneficial interest in the Omnibus Series Seed Preferred Stock Investment Agreement and the underlying securities. The Subscriber acknowledges that the Company has taken no action in foreign jurisdictions with respect to the Omnibus Series Seed Preferred Stock Investment Agreement (and the Subscriber's beneficial interest therein) and the underlying securities.

(q) If the Subscriber is a corporate entity: (i) such corporate entity is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to enter into this Agreement; (ii) the execution, delivery and performance by the Subscriber of the Agreement is within the power of the Subscriber and has been duly authorized by all necessary actions on the part of the Subscriber; (iii) to the knowledge of the Subscriber, it is not in violation of its current charter or bylaws, any material statute, rule or regulation

applicable to the Subscriber; and (iv) the performance the Agreement does not and will not violate any material judgment, statute, rule or regulation applicable to the Subscriber; result in the acceleration of any material indenture or contract to which the Subscriber is a party or by which it is bound, or otherwise result in the creation or imposition of any lien upon the Subscription Amount.

4. **Dispute Resolution; Litigation.**

(a) Dispute Resolution. Each party (a) hereby irrevocably and unconditionally submits to the personal jurisdiction of the Dispute Resolution Jurisdiction, as defined in the Omnibus Series Seed Preferred Stock Investment Agreement, for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement; (b) shall not commence any suit, action or other proceeding arising out of or based upon this Agreement except in the Dispute Resolution Jurisdiction; and (c) hereby waives, and shall not assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject to the personal jurisdiction of the Dispute Resolution Jurisdiction, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement, or the subject matter hereof and thereof may not be enforced in or by the Dispute Resolution Jurisdiction.

(b) No Class Actions or Representative Actions. Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement is personal to the Subscriber and the Company and will be resolved solely through individual litigation and will not be brought as a class action or any other type of representative proceeding. Further, a dispute, controversy or claim cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other subscriber or group of subscribers.

5. **Miscellaneous.**

(a) Any provision of this Agreement may be amended, waived or modified only upon the written consent of the Company and the Subscriber.

(b) Any notice required or permitted by this Agreement will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) Neither this Agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Agreement and/or the rights contained herein may be assigned without the Company's consent by the Subscriber to (i) to a member of the family of the Subscriber or the equivalent, to a trust controlled by the Subscriber, to a trust created for the benefit of a member of the family of the Subscriber or the equivalent, or in connection with the death or divorce of the Subscriber or other similar circumstance, (ii) any other entity who directly or indirectly, controls, is controlled by or is under common control with the Subscriber, including, without limitation, any general partner, managing member, officer or director of the Subscriber, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Subscriber and that any such assignment shall require such transferee to assume the rights and

obligations of the Subscriber's custody account agreement with the custodian and trustee in accordance with the assignment provision thereof, or otherwise execute a custody account agreement with the designated custodian and trustee; and *provided, further*, that the Company may assign this Agreement in whole, without the consent of the Subscriber, in connection with a reincorporation to change the Company's domicile.

(d) In the event any one or more of the terms or provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this Agreement and the remaining terms and provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(e) This Agreement does not create any form of partnership, joint venture or any other similar relationship between the Subscriber and the Company.

(f) All rights and obligations hereunder will be governed by the laws of the State of Delaware, without regard to the conflicts of law provisions of such jurisdiction.

(g) This Agreement constitutes the entire agreement between the Subscriber and the Company relating to the Omnibus Series Seed Preferred Stock Investment Agreement (and the Subscriber's beneficial interest therein) and the underlying securities; provided further, that Subscriber agrees to be bound by the terms of the Omnibus Series Seed Preferred Stock Investment Agreement applicable to Holders.

(*Signature page follows*)

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and delivered

SUBSCRIBER:

By: ________________________________

Name: [Investor Name]
Title: [If Applicable]
Address:
Email:
Date:

Accepted and Agreed:

COMPANY: VIVOSENS INC.

By: ________________________________

Name: Miray Tayfun
Title: CEO
Address: 44 Tehama Street, San Francisco, CA, US
Email: miray@vivoo.io

EXHIBIT A

OMNIBUS SERIES SEED PREFERRED STOCK INVESTMENT AGREEMENT

This Omnibus Series Seed Preferred Stock Investment Agreement (this "**Agreement**") is dated as of the Agreement Date and is between the Company, the Purchasers and the Key Holders.

The parties agree as follows:

1. DEFINITIONS. Capitalized terms used and not otherwise defined in this Agreement or the Exhibit and Schedules thereto have the meanings set forth in this Exhibit A.

2. INVESTMENT. Subject to the terms and conditions of this Agreement, including the Agreement Terms set forth in Exhibit B, (i) each Purchaser shall purchase at the Closing and the Company shall sell and issue to each Purchaser at the Closing that number of shares of Series Seed Preferred Stock set forth opposite such Purchaser's name on Schedule 1, at a price per share equal to the Purchase Price (subject to any applicable discounts when all or a portion of such Purchase Price is being paid by cancellation of indebtedness of the Company to such Purchaser) and (ii) each Purchaser, the Company, and each Key Holder agrees to be bound by the obligations set forth in this Agreement and to grant to the other parties hereto the rights set forth in this Agreement.

3. ENTIRE AGREEMENT. This Agreement (including the Exhibits and Schedules hereto) together with the Restated Charter constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

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EXHIBIT A
DEFINITIONS

1. OVERVIEW DEFINITIONS.

"**Agreement Date**" means January 14, 2020.

"**Company**" means Vivosens Inc.

"**Governing Law**" means the laws of the State of Delaware.

"**Dispute Resolution Jurisdiction**" means the federal or state courts located in the State of California.

"**State of Incorporation**" means the State of Delaware.

"**Stock Plan**" means the Company's 2019 Stock Option and Grant Plan.

"**Major Purchaser Dollar Threshold**" means $450,000.00 and applies only to those purchases made through the Regulation D Offering only.

"**Total Series Seed-1 Shares Authorized for Sale**" means 4,051,224 shares of Series Seed-1 Preferred Stock.

"**Series Seed-1 Preferred Stock**" has the meaning assigned to such term in the Restated Charter.

"**Series Seed-2 Preferred Stock**" has the meaning assigned to such term in the Restated Charter.

"**Series Seed-3 Preferred Stock**" has the meaning assigned to such term in the Restated Charter.

"**Series Seed-4 Preferred Stock**" has the meaning assigned to such term in the Restated Charter.

"**Series Seed-5 Preferred Stock**" has the meaning assigned to such term in the Restated Charter.

"**Series Seed-6 Preferred Stock**" has the meaning assigned to such term in the Restated Charter.

"**Series Seed-7 Preferred Stock**" has the meaning assigned to such term in the Restated Charter.

"**Regulation CF Offering**" means the offering of Series Seed Preferred Stock pursuant to Regulation CF of the Securities Act of 1933 and this Omnibus Series Seed Preferred Stock Investment Agreement.

"**Regulation D Offering**" means the offering of Series Seed Preferred Stock pursuant to Regulation D of the Securities Act of 1933.

"**Regulation D Purchasers**" means those purchasers who purchased Series Seed Preferred Stock as part of the Regulation D Offering.

2. BOARD COMPOSITION DEFINITIONS.

"**Common Board Member Count**" means 2.

"**Series Seed Board Member Count**" means 1.

"**Common Control Holders**" means the Key Holders.

3. TERM SHEET DEFINITIONS.

"**Purchase Price**" means $0.3703 per share for the Series Seed-1 Preferred Stock, $0.3883 per share for the Series Seed-2 Preferred Stock, $0.3107 per share for the Series Seed-3 Preferred Stock, $0.4854 per share for the Series Seed-4 Preferred Stock, $0.2962 per share for the Series Seed-5 Preferred Stock, $0.2249 per share for the Series Seed-6 Preferred Stock, and $0.900 per share for the Series Seed-7

Preferred Stock, (subject to any discounts applicable where all or a portion of such Purchase Price is being paid by cancellation of indebtedness of the Company to such Purchaser).

"**Unallocated Post-Money Option Pool Percent**" means 15%.

"**Purchaser Counsel Reimbursement Amount**" means up to $10,000.

4. RESULTING CAP TABLE DEFINITIONS.

"**Common Shares Issued and Outstanding Pre-Money**" means 10,300,000.

"**Total Post-Money Shares Reserved for Option Pool**" means 3,038,000.

"**Number of Issued And Outstanding Options**" means zero.

"**Unallocated Post-Money Option Pool Shares**" means 3,038,000.

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SCHEDULE 1
SCHEDULE OF PURCHASERS & KEY HOLDERS

PURCHASERS:

Name and Address of Purchaser	Series Seed-1 Preferred Stock Shares Purchased	Indebtedness Cancellation	Cash Payment	Total Purchase Amount
Draper Associates V, L.P. 55 East 3rd Avenue San Mateo, CA 94401	1,986,691		$736,700.00	$736,700.00
Draper Associates Partners V, LLC 55 East 3rd Avenue San Mateo, CA 94401	711,125		$263,300.00	$263,300.00
Vusal Eynullayev Capital Towers, Tower A N. Narimanov Ave.206/466, AZ1065 Baku, Azerbaijan	240,385*	$90,000.00		$90,000.00
Mindshift Capital Fund I, LP c/o Maples Corporate Services Limited PO Box 309, Ugland House Grand Cayman, KY1-1104 Cayman Islands	63,500*		$23,514.05	$23,514.05

*Vusal Eynullayev purchased 240,385 shares of Series Seed-1 Preferred Stock in cancellation of his Simple Agreement for Equity (SAFE), dated July 10, 2019.

1. *Mindshift Capital Management LLC, through a separate entity, purchased 63,500 shares of Series Seed-1 Preferred Stock by exercising its pre-emption right set out in Section 1(d) of its Convertible Promissory Note, dated April 17, 2019.

Name and Address of Purchaser	Series Seed-2 Preferred Stock Shares Purchased	Indebtedness Cancellation	Cash Payment	Total Purchase Amount
Farid Musayev Port Baku, Neftchiler Avenue 153, AZ1010, Baku	51,500*	$20,000.00		$20,000.00

Zeynep Urgun Zorlu 444 Oak St. San Francisco, CA 94102	38,625*	$15,000.00		$15,000.00

*Farid Musayev purchased 51,500 shares of Series Seed-2 Preferred Stock in cancellation of his Simple Agreement for Equity (SAFE), dated April 24, 2018.

*Zeynep Urgun Zorlu purchased 38,625 shares of Series Seed-2 Preferred Stock in cancellation of his Simple Agreement for Equity (SAFE), dated January 23, 2019.

Name and Address of Purchaser	**Series Seed-3 Preferred Stock Shares Purchased**	**Indebtedness Cancellation**	**Cash Payment**	**Total Purchase Amount**
PT. Kencana Investasi Indonesia Chase Plaza Podium 7th Floor Jl. Jend. Sudirman Kav. 21 Jakarta 12920, Indonesia	225,313*	$70,000.00		$70,000.00

*PT. Kencana Investasi Indonesia purchased 225,313 shares of Series Seed-3 Preferred Stock in cancellation of its Simple Agreement for Equity (SAFE), dated May 25, 2018.

Name and Address of Purchaser	**Series Seed-4 Preferred Stock Shares Purchased**	**Indebtedness Cancellation**	**Cash Payment**	**Total Purchase Amount**
Hande Enes Abide-i Hürriyet Cad. İzzet Paşa Sok. No: 31 Şişli Istanbul, Turkey	103,000*	$50,000.00		$50,000.00

*Hande Enes purchased 103,000 shares of Series Seed-4 Preferred Stock in cancellation of her Simple Agreement for Equity (SAFE) and Comfort Letter, each dated April 5, 2019.

Name and Address of Purchaser	**Series Seed-5 Preferred Stock**	**Indebtedness Cancellation**	**Cash Payment**	**Total Purchase Amount**

	Shares Purchased			
Mindshift Capital Management LLC 16192 Coastal Highway Lewes, DE 19958	346,098*	$102,528.00		$102,528.00

*Mindshift Capital Management LLC purchased 346,098 shares of Series Seed-5 Preferred Stock in cancellation of its Convertible Promissory Note, dated April 17, 2019.

Name and Address of Purchaser	Series Seed-6 Preferred Stock Shares Purchased	Indebtedness Cancellation	Cash Payment	Total Purchase Amount
Techstars Accelerator Investments LLC 1050 Walnut St., Suite 202 Boulder, CO 80302	464,670*	$104,514.00		$104,514.00

*Techstars Accelerator Investments LLC purchased 464,670 shares of Series Seed-6 Preferred Stock in cancellation of its Convertible Promissory Note, dated January 25, 2019.

Name and Address of Purchaser	Series Seed-7 Preferred Stock Shares Purchased	Indebtedness Cancellation	Cash Payment	Total Purchase Amount
500 Startups Istanbul, L.P. 444 Castro St. #1200 Mountain View, CA 94041	1,333,800*	$120,000.00		$120,000.00

*500 Startups Istanbul, L.P. purchased 1,333,800 shares of Series Seed-7 Preferred Stock in cancellation of its KISS, dated November 7, 2017.

KEY HOLDERS:

Name, Address and E-Mail of Key Holder	Shares of Common Stock Held

Miray Tayfun
505 O’Farrel Street
Apt 610
San Francisco, CA 94102

	5,700,000

Gözde Büyükacaroğlu
Beşiktaş Abbasağa Mah. Ihlamur Yıldız Caddesi, Manolya
Apt. No:3/5
Beşiktaş/İstanbul, TR, 34353

	2,700,000

Ali Atasever

Ortaköy Mah. Gültekin Sokak No:40/1
Beşiktaş/Istanbul, TR, 34347

	600,000

George Radman
61 Stirling Road,
Croydon, Melbourne Australia 3136

	500,000

EXHIBIT B

AGREEMENT TERMS

1. PURCHASE AND SALE OF SERIES SEED PREFERRED STOCK.

1.1 Sale and Issuance of Series Seed Preferred Stock.

(a) The Company has adopted and filed the Company's restated organizational documents, as applicable (e.g. certificate of incorporation), in substantially the form of Exhibit C attached to this Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time) (the "**Restated Charter**") with the Secretary of State of the State of Incorporation on or before the Closing (as defined below).

(b) Subject to the terms and conditions of this Agreement, each investor listed as a "Purchaser" on Schedule 1 (each, a "**Purchaser**") purchased at the applicable Closing (as defined below) and the Company sold and issued to each Purchaser at the Closing that number of shares of the Company's Series Seed-1 Preferred Stock, Series Seed-2 Preferred Stock, Series Seed-3 Preferred Stock, Series Seed-4 Preferred Stock, Series Seed-5 Preferred Stock, Series Seed-6 Preferred Stock, and Series Seed-7 Preferred Stock (collectively, the "**Series Seed Preferred Stock**") set forth opposite such Purchaser's name on Schedule 1, at a purchase price per share equal to the Purchase Price.

1.2 Closing; Delivery.

(a) Subject to Section 4.12, the purchase and sale of the shares of Series Seed Preferred Stock hereunder shall take place remotely via the exchange of documents and signatures on the Agreement Date or the subsequent date on which one or more Purchasers execute counterpart signature pages to this Agreement and deliver the Purchase Price to the Company (which date is referred to herein as the "**Closing**").

(b) Promptly following the Closing, if required by the Company's governing documents, the Company shall deliver to each Purchaser participating in the Closing a certificate representing the shares of Series Seed Preferred Stock being purchased by such Purchaser at the Closing against payment of the Purchase Price therefor by check payable to the Company, by wire transfer to a bank account designated by the Company, by cancellation or conversion of indebtedness or other convertible securities of the Company to Purchaser or by any combination of such methods.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company hereby represents and warrants to each Purchaser that, except as set forth on the Disclosure Schedule attached as Exhibit D to this Agreement (the "**Disclosure Schedule**"), if any, which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and complete as of the Agreement Date, except as otherwise indicated.

2.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Incorporation and has all corporate power and corporate authority required (a) to carry on its business as presently conducted and as presently proposed to be conducted and (b) to execute, deliver and perform its obligations under this Agreement. The Company is duly qualified to transact business as a foreign corporation and is in good standing under the laws of each jurisdiction in which the failure to so qualify or be in good standing would have a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, or results of operations of the Company.

2.2 Capitalization.

(a) The authorized capital of the Company consists, immediately prior to the Agreement Date (unless otherwise noted), of the following:

(i) The common stock of the Company (the "**Common Stock**"), of which that number of shares of Common Stock equal to (a) the Common Shares Issued and Outstanding Pre-Money are issued and outstanding as of immediately prior to the Agreement Date, (b) the number of shares of Common Stock which are issuable on conversion of shares of the Series Seed Preferred Stock have been reserved for issuance upon conversion of the Series Seed Preferred Stock and (c) the Total Post-Money Shares Reserved for Option Pool have been reserved for issuance pursuant to the Stock Plan, and of such Total Post-Money Shares Reserved for Option Pool, that number of shares of Common Stock equal to the Number of Issued And Outstanding Options are currently subject to outstanding options and that number of shares of Common Stock equal to the Unallocated Post-Money Option Pool Shares remain available for future issuance to officers, directors, employees and consultants pursuant to the Stock Plan. The ratio determined by dividing (x) the Unallocated Post-Money Option Pool Shares by (y) the Fully-Diluted Share Number (as defined below) is at least equal to the Unallocated Post-Money Option Pool Percent. All of the outstanding shares of Common Stock are duly authorized, validly issued, fully paid and nonassessable and were issued in material compliance with all applicable federal and state securities laws. The Stock Plan has been duly adopted by the Board of Directors of the Company (the "**Board**") and approved by the Company's stockholders. For purposes of this Agreement, the term "**Fully-Diluted Share Number**" shall mean that number of shares of the Company's capital stock equal to the sum of (i) all shares of the Company's capital stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all options, warrants and other convertible securities and (ii) all shares of the Company's capital stock reserved and available for future grant under any equity incentive or similar plan.

(ii) The shares of the preferred stock of the Company (the "**Preferred Stock**") (i) 4,355,109 of which are designated as the Company's Series Seed-1 Preferred Stock, none of which are issued and outstanding immediately prior to the Agreement Date; (ii) 90,125 of which are designated as the Company's Series Seed-2 Preferred Stock, none of which are issued and outstanding immediately prior to the Agreement Date; (iii) 225,313 of which are designated as the Company's Series Seed-3 Preferred Stock, none of which are issued and outstanding immediately prior to the Agreement Date, none of which are issued and outstanding immediately prior to the Agreement Date; (iv) 103,000 of which are designated as the Company's Series Seed-4 Preferred Stock, none of which are issued and outstanding immediately prior to the Agreement Date; (v) 346,098 of which are designated as the Company's Series Seed-5 Preferred Stock, none of which are issued and outstanding immediately prior to the Agreement Date; (vi) 464,670 of which are designated as the Company's Series Seed-6 Preferred Stock, none of which are issued and outstanding immediately prior to the Agreement Date; and (vii) 1,333,800 of which are designated as the Company's Series Seed-7 Preferred Stock, none of which are issued and outstanding immediately prior to the Agreement Date.

(b) There are no outstanding preemptive rights, options, warrants, conversion privileges or rights (including but not limited to rights of first refusal or similar rights), orally or in writing, to purchase or acquire any securities from the Company including, without limitation, any shares of Common Stock, or Preferred Stock, or any securities convertible into or exchangeable or exercisable for shares of Common Stock or Preferred Stock, except for (a) the conversion privileges of the Series Seed Preferred Stock pursuant to the terms of the Restated Charter and (b) the securities and rights described in this Agreement.

(c) The Key Holders set forth in Schedule 1 (each a "**Key Holder**") hold that number of shares of Common Stock set forth opposite each such Key Holder's name in Section 2.2(c) of

the Disclosure Schedule (such shares, the "**Key Holders' Shares**") and such Key Holders' Shares are subject to vesting and/or the Company's repurchase right on the terms specified in Section 2.2(c) of the Disclosure Schedule (the "**Key Holders' Vesting Schedules**"). Except as specified in Section 2.2(c) of the Disclosure Schedule, the Key Holders do not own or have any other rights to any other securities of the Company. The Key Holders' Vesting Schedules set forth in Section 2.2(c) of the Disclosure Schedule specify for each Key Holder (i) the vesting commencement date for each issuance of shares to or options held by such Key Holder, (ii) the number of shares or options held by such Key Holder that are currently vested, (iii) the number of shares or options held by such Key Holder that remain subject to vesting and/or the Company's repurchase right and (iv) the terms and conditions, if any, under which the Key Holders' Vesting Schedules would be accelerated. Other than the Key Holders' Shares, which vest pursuant to the applicable Key Holders' Vesting Schedules, (x) all options granted and Common Stock outstanding vest as follows: twenty-five percent (25%) of the shares vest one (1) year following the vesting commencement date, with the remaining seventy-five percent (75%) vesting in equal installments over the next three (3) years and (y) no stock plan, stock purchase, stock option or other agreement or understanding between the Company and any holder of any equity securities or rights to purchase equity securities provides for acceleration or other changes in the vesting provisions or other terms of such agreement or understanding as the result of (i) termination of employment (whether actual or constructive), (ii) any merger, consolidated sale of stock or assets, change in control or any other transaction(s) by the Company, or (iii) the occurrence of any other event or combination of events.

2.3 Joint Ventures. The Company does not currently own or control, directly or indirectly, any interest in any partnership, trust, joint venture, or association. The Company is not a participant in any joint venture, partnership or similar arrangement.

2.4 Authorization. All corporate action has been taken, or will be taken prior to the applicable Closing, on the part of the Board and stockholders that is necessary for the authorization, execution and delivery of this Agreement by the Company and the performance by the Company of the obligations to be performed by the Company as of the date hereof under this Agreement. This Agreement, when executed and delivered by the Company, shall constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.5 Valid Issuance of Shares. The shares of Series Seed Preferred Stock, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be duly authorized, validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. Based in part on the accuracy of the representations of the Purchasers in Section 3 of this Agreement and subject to filings pursuant to Regulation D of the Securities Act of 1933 and Regulation CF Section 4(a)(6), as amended (the "**Securities Act**"), and applicable state securities laws, the offer, sale and issuance of the shares of Series Seed Preferred Stock to be issued pursuant to and in conformity with the terms of this Agreement and the issuance of the Common Stock, if any, to be issued upon conversion thereof for no additional consideration and pursuant to the Restated Charter, will be issued in compliance with all applicable federal and state securities laws. The Common Stock issuable upon conversion of the shares of Series Seed Preferred Stock has been duly reserved for issuance, and upon issuance in accordance with the terms of the Restated Charter, will be duly authorized, validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, applicable federal and state securities laws and liens or encumbrances created by or imposed by a Purchaser. Based in part upon the representations of the Purchasers in Section 3 of this Agreement, and subject to filings pursuant to Regulation D of the Securities

Act, Regulation CF Section 4(a)(6), and applicable state securities laws, the Common Stock issuable upon conversion of the shares of Series Seed Preferred Stock will be issued in compliance with all applicable federal and state securities laws.

2.6 Litigation. There is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body or, to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.

2.7 Intellectual Property. The Company owns or possesses sufficient legal rights to all Intellectual Property (as defined below) that is necessary to the conduct of the Company's business as now conducted and as presently proposed to be conducted (the "**Company Intellectual Property**") without any violation or infringement (or in the case of third-party patents, patent applications, trademarks, trademark applications, service marks, or service mark applications, without any violation or infringement known to the Company) of the rights of others. No product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any rights to any patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, mask works, information and proprietary rights and processes (collectively, "**Intellectual Property**") of any other party, except that with respect to third-party patents, patent applications, trademarks, trademark applications, service marks, or service mark applications the foregoing representation is made to the Company's knowledge only. Other than with respect to commercially available software products under standard end-user object code license agreements, there is no outstanding option, license, agreement, claim, encumbrance or shared ownership interest of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the Intellectual Property of any other person. The Company has not received any written communications alleging that the Company has violated or, by conducting its business, would violate any of the Intellectual Property of any other person.

2.8 Employee and Consultant Matters. Each current and former employee, consultant and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms made available to the Purchasers or delivered to the counsel for the Purchasers. No current or former employee or consultant has excluded any work or invention from his or her assignment of inventions. To the Company's knowledge, no such employees or consultants is in violation thereof. To the Company's knowledge, none of its employees is obligated under any judgment, decree, contract, covenant or agreement that would materially interfere with such employee's ability to promote the interest of the Company or that would interfere with such employee's ability to promote the interests of the Company or that would conflict with the Company's business. To the Company's knowledge, all individuals who have purchased unvested shares of the Company's Common Stock have timely filed elections under Section 83(b) of the Internal Revenue Code of 1986, as amended.

2.9 Compliance with Other Instruments. The Company is not in violation or default (a) of any provisions of the Restated Charter or the Company's bylaws, (b) of any judgment, order, writ or decree of any court or governmental entity, (c) under any agreement, instrument, contract, lease, note, indenture, mortgage or purchase order to which it is a party that is required to be listed on the Disclosure Schedule, or, (d) to its knowledge, of any provision of federal or state statute, rule or regulation materially applicable to the Company. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any such violation or default, or constitute, with or without the passage of time and giving of notice, either (i) a default under any

such judgment, order, writ, decree, agreement, instrument, contract, lease, note, indenture, mortgage or purchase order or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

2.10 **Title to Property and Assets**. The Company owns its properties and assets free and clear of all mortgages, deeds of trust, liens, encumbrances and security interests except for statutory liens for the payment of current taxes that are not yet delinquent and liens, encumbrances and security interests which arise in the ordinary course of business and which do not affect material properties and assets of the Company. With respect to the property and assets it leases, the Company is in material compliance with each such lease.

2.11 **Agreements**. Except for this Agreement, there are no agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party that involve (a) obligations of, or payments to, the Company in excess of $50,000, (b) the license of any Intellectual Property to or from the Company other than licenses with respect to commercially available software products under standard end-user object code license agreements or standard customer terms of service and privacy policies for Internet sites, (c) the grant of rights to manufacture, produce, assemble, license, market, or sell its products to any other person, or that limit the Company's exclusive right to develop, manufacture, assemble, distribute, market or sell its products, or (d) indemnification by the Company with respect to infringements of proprietary rights other than standard customer or channel agreements (each, a "**Material Agreement**"). The Company is not in material breach of any Material Agreement. Each Material Agreement is in full force and effect and is enforceable by the Company in accordance with its respective terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or others laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) the effect of rules of law governing the availability of equitable remedies.

2.12 **Liabilities**. The Company has no liabilities or obligations in excess of $25,000 individually or $100,000 in the aggregate.

3. **REPRESENTATIONS AND WARRANTIES AND COVENANTS OF THE PURCHASERS**. Each Purchaser hereby represents and warrants to the Company, severally and not jointly, as follows.

3.1 **Authorization**. The Purchaser has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by the Purchaser, will constitute a valid and legally binding obligation of the Purchaser, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) the effect of rules of law governing the availability of equitable remedies.

3.2 **Disclosure of Information**. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the shares of Series Seed Preferred Stock with the Company's management. Nothing in this Section 3, including the foregoing sentence, limits or modifies the representations and warranties of the Company in Section 2 of this Agreement or the right of the Purchasers to rely thereon.

3.3 **Restricted Securities**.

(a) As it relates to the shares of Series Seed Preferred Stock issued through the Regulation D Offering:

The Purchaser understands that the shares of Series Seed Preferred Stock have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the shares of Series Seed Preferred Stock are "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the shares of Series Seed Preferred Stock indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the shares of Series Seed Preferred Stock, or the Common Stock into which it may be converted, for resale. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the shares of Series Seed Preferred Stock, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

(b) As it relates to the shares of Series Seed Preferred Stock issued through the Regulation CF Offering:

The Purchaser understands that any Securities sold pursuant to Regulation CF being offered may not be transferred by any Purchaser of such Securities during the one-year holding period beginning when the Securities were issued, unless such Securities are transferred: 1) to the Company, 2) to an accredited investor, as defined by Rule 501(d) of Regulation D promulgated under the Securities Act, 3) as part of an IPO or 4) to a member of the family of the Investor or the equivalent, to a trust controlled by the Investor, to a trust created for the benefit of a member of the family of the Investor or the equivalent, or in connection with the death or divorce of the Investor or other similar circumstances. "Member of the family" as used herein means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother/father/daughter/son/sister/brother-in-law, and includes adoptive relationships. In addition to the foregoing restrictions, prior to making any transfer of the Securities or any Securities into which they are convertible, such transferring Investor must either make such transfer pursuant to an effective registration statement filed with the SEC or provide the Company with an opinion of counsel stating that a registration statement is not necessary to effect such transfer. Purchaser may not transfer the Securities or any Securities into which they are convertible to any of the Company's competitors, as determined by the Company in good faith. Furthermore, upon the event of an IPO, the capital stock into which the Securities are converted will be subject to a lock-up period and may not be sold for up to 180 days following such IPO.

3.4 The Purchaser understands that the shares of Series Seed Preferred Stock have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the shares of Series Seed Preferred Stock are "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the shares of Series Seed Preferred Stock indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the shares of Series Seed Preferred Stock, or the Common Stock into which it may be converted, for resale. The Purchaser further acknowledges that if an exemption from

registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the shares of Series Seed Preferred Stock, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

3.5 No Public Market. The Purchaser understands that no public market now exists for the shares of Series Seed Preferred Stock, and that the Company has made no assurances that a public market will ever exist for the shares of Series Seed Preferred Stock.

3.6 Legends. The Purchaser understands that the shares of Series Seed Preferred Stock and any securities issued in respect of or exchange for the shares of Series Seed Preferred Stock, may bear any one or more of the following legends: (a) any legend set forth in, or required by, this Agreement; (b) any legend required by the securities laws of any state to the extent such laws are applicable to the shares of Series Seed Preferred Stock represented by the certificate so legended; and (c) the following legend:

(a) Applicable to shares of Series Seed Preferred Stock issued through the Regulation D Offering:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED."

(b) Applicable to the shares of Series Seed Preferred Stock issued through the Regulation CF Offering:

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM."

3.7 Accredited and Sophisticated Purchaser. Each Regulation D Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser is an investor in securities of companies in the development stage and acknowledges that Purchaser is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the shares of Series Seed Preferred Stock. If other than an individual, but excepting Prime Trust, LLC, Purchaser also represents it has not been organized for the purpose of acquiring the shares of Series Seed Preferred Stock.

3.8 No General Solicitation. In regard to the Regulation D Offering only, neither the Regulation D Purchaser nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including through a broker or finder (a) engaged in any general solicitation with respect to the offer and sale of the shares of Series Seed Preferred Stock, or (b) published any advertisement in connection with the offer and sale of the shares of Series Seed Preferred Stock. This Section 3.8 shall not apply to the Regulation CF Offering.

3.9 Exculpation Among Purchasers. The Purchaser acknowledges that it is not relying upon any person, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. The Purchaser agrees that neither any Purchaser nor the respective controlling persons, officers, directors, partners, agents, or employees of any Purchaser shall be liable to any other Purchaser for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the shares of Series Seed Preferred Stock.

3.10 Residence. If the Purchaser is an individual, then the Purchaser resides in the state identified in the address of the Purchaser set forth on the signature page hereto and/or on Schedule 1; if the Purchaser is a partnership, corporation, limited liability company or other entity, then the office or offices of the Purchaser in which its principal place of business is identified in the address or addresses of the Purchaser set forth on the signature page hereto and/or on Schedule 1. In the event that the Purchaser is not a resident of the United States, such Purchaser hereby agrees to make such additional representations and warranties relating to such Purchaser's status as a non-United States resident as reasonably may be requested by the Company and to execute and deliver such documents or agreements as reasonably may be requested by the Company relating thereto as a condition to the purchase and sale of any shares of Series Seed Preferred Stock by such Purchaser.

3.11 Consent to Convertible Security Conversion and Termination. The Company and each Purchaser who holds a convertible note, Safe, KISS, and/or other convertible security (the "**CS Investors**") in the principal amounts set forth opposite each CS Investor's name on the Schedule of Purchasers, each hereby agreed that, effective upon the Closing, all principal amounts under each such convertible security (each, a "**Convertible Security**") issued to such CS Investor shall be converted into shares of Series Seed Preferred Stock (the "**Conversion Shares**"), and all rights, notice provisions, title and interest arising under each such Convertible Security shall be cancelled, released, extinguished and of no further force or effect. Each CS Investor acknowledged and agreed that any instruments documenting the Convertible Securities are null and void effective as of the Closing. Each CS Investor further acknowledged and agreed that there is no other liability, claim or other indebtedness against the Company or any of its affiliates and that CS Investor has not transferred any interest or claims relating to the indebtedness to any other persons.

4. COVENANTS OF THE COMPANY AND THE KEY HOLDERS.

4.1 Information Rights.

(a) Basic Financial Information. The Company shall furnish to each Purchaser holding that number of shares equal to or in excess of the quotient determined by dividing (x) the Major Purchaser Dollar Threshold by (y) the Purchase Price, rounded up to the next whole share (a "**Major Purchaser**") and any entity that requires such information pursuant to its organizational documents when available (1) annual unaudited financial statements for each fiscal year of the Company, including an unaudited balance sheet as of the end of such fiscal year, an unaudited income statement, and an unaudited statement of cash flows, all prepared in accordance with generally accepted accounting principles and practices; and (2) quarterly unaudited financial statements for each fiscal quarter of the Company (except the last quarter of the Company's fiscal year), including an unaudited balance sheet as of the end of such

fiscal quarter, an unaudited income statement, and an unaudited statement of cash flows, all prepared in accordance with generally accepted accounting principles and practices, subject to changes resulting from normal year-end audit adjustments. If the Company has audited records of any of the foregoing, it shall provide those in lieu of the unaudited versions.

(b) Confidentiality. Anything in this Agreement to the contrary notwithstanding, no Purchaser by reason of this Agreement shall have access to any trade secrets or confidential information of the Company. The Company shall not be required to comply with any information rights of any Purchaser whom the Company reasonably determines to be a competitor or an officer, employee, director, or holder of ten percent (10%) or more of a competitor. Each Purchaser, other than Draper Associates V, L.P., or its successors and assigns ("**DA**") and Draper Associates Partners V, LLC, or its successors and assigns, shall keep confidential and shall not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement other than to any of the Purchaser's attorneys, accountants, consultants, and other professionals, to the extent necessary to obtain their services in connection with monitoring the Purchaser's investment in the Company.

(c) Inspection Rights. The Company shall permit each Major Purchaser to visit and inspect the Company's properties, to examine its books of account and records and to discuss the Company's affairs, finances and accounts with its officers, all at such reasonable times as may be requested by such Major Purchaser.

4.2 Additional Rights and Obligations. If the Company issues securities in its next equity financing after the date hereof (the "**Next Financing**") that (a) have rights, preferences or privileges that are more favorable than the terms of the shares of Series Seed Preferred Stock, such as price-based anti-dilution protection, or (b) provide all such future investors other contractual terms such as registration rights, the Company shall provide substantially equivalent rights to the Regulation D Purchasers with respect to the shares of Series Seed Preferred Stock (with appropriate adjustment for economic terms or other contractual rights), subject to such Purchaser's execution of any documents, including, if applicable, investor rights, co-sale, voting, and other agreements, executed by the investors purchasing securities in the Next Financing (such documents, the "**Next Financing Documents**"). Any Major Purchaser will remain a Major Purchaser for all purposes in the Next Financing Documents to the extent such concept exists. The Company shall pay the reasonable fees and expenses, not to exceed $5,000 in the aggregate, of one counsel for the Regulation D Purchasers in connection with the Regulation D Purchasers' review, execution, and delivery of the Next Financing Documents. Notwithstanding anything herein to the contrary, subject to the provisions of Section 9.11, upon the execution and delivery of the Next Financing Documents by Regulation D Purchasers holding a majority of the then-outstanding shares of Series Seed Preferred Stock held by all Purchasers, this Agreement (excluding any then-existing and outstanding obligations) shall be amended and restated by and into such Next Financing Documents and shall be terminated and of no further force or effect. This Section 4.2 shall not apply to Purchasers through the Regulation CF Offering.

4.3 Assignment of Company's Preemptive Rights. The Company shall obtain at or prior to the Closing, and shall maintain, a right of first refusal with respect to transfers of shares of Common Stock by each holder thereof, subject to certain standard exceptions. If the Company elects not to exercise its right of first refusal with respect to a proposed transfer of the Company's outstanding securities by any Key Holder, the Company shall assign such right of first refusal to the Major Purchasers. In the event of such assignment, each Major Purchaser shall have a right to purchase that portion of the securities proposed to be transferred by such Key Holder equal to the ratio of (a) the number of shares of the Company's Common Stock issued or issuable upon conversion of the shares of Series Seed Preferred Stock owned by such Major Purchaser, to (b) the number of shares of the Company's Common Stock issued or issuable upon conversion of the shares of Series Seed Preferred Stock owned by all Major Purchasers.

4.4 **Reservation of Common Stock**. The Company shall at all times reserve and keep available, solely for issuance and delivery upon the conversion of the Series Seed Preferred Stock, all Common Stock issuable from time to time upon conversion of that number of shares of Series Seed Preferred Stock equal to the Total Series Seed-1 Shares Authorized for Sale plus any Conversion Shares, regardless of whether or not all such shares have been issued at such time.

4.5 **Press Releases**. Any press release issued by the Company with respect to a Deemed Liquidation Event (as defined in the Restated Charter) or financing must name DA as an investor, using language previously provided by or approved by DA.

4.6 **Electronic Share Management System**. The Company shall track on a third-party electronic share management system, such as Carta or Capshare, (1) all shares of Common Stock and Series Seed Preferred Stock and (2) all outstanding options, warrants, and other convertible securities. The Company shall give Purchasers read-only account access to such share management system.

4.7 **Sale of Key Holders' Shares**. The Key Holders each agree to give DA at least 30 days' prior written notice before selling any shares of the Company's stock held by such Key Holder. Such notice shall include the number and type of shares being sold, the price or consideration offered in exchange for such shares, and the name of the purchaser of the shares.

4.8 **Right of Co-Sale**.

(a) Definitions. Capitalized terms used but not defined herein shall have the meanings set forth below.

(i) "**Change of Control**" means a transaction or series of related transactions in which a person, or a group of related persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company.

(ii) "**Proposed Key Holder Transfer**" means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfer or encumbering of any Transfer Stock (or any interest therein) proposed by any of the Key Holders.

(iii) "**Proposed Transfer Notice**" means written notice from a Key Holder setting forth the terms and conditions of a Proposed Key Holder Transfer.

(iv) "**Prospective Transferee**" means any person to whom a Key Holder proposes to make a Proposed Key Holder Transfer.

(v) "**Right of Co-Sale**" means the right, but not an obligation, of a Major Purchaser to participate in a Proposed Key Holder Transfer on the terms and conditions specified in the Proposed Transfer Notice.

(vi) "**Transfer Stock**" means shares of capital stock owned by a Key Holder or issued to a Key Holder after the date hereof (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), but does not include any shares of Preferred Stock or of Common Stock that are issued or issuable upon conversion of Preferred Stock.

(b) Exercise of Right. If any Transfer Stock subject to a Proposed Key Holder Transfer is not purchased by the Company or the Major Purchasers pursuant to their rights of first refusal in Subsection 4.3 above and thereafter is to be sold to a Prospective Transferee, each Major Purchaser may elect to exercise its Right of Co-Sale and participate on a pro rata basis in the Proposed Key Holder Transfer as set forth in Subsection 4.8(c) below and, subject to Subsection 4.8(e), otherwise on the same terms and conditions specified in the Proposed Transfer Notice. Each Major Purchaser who desires to exercise its Right of Co-Sale (each, a "**Participating Investor**") must give the selling Key Holder written notice to that effect within fifteen (15) days after the deadline for delivery of the Proposed Transfer Notice, and upon giving such notice such Participating Investor shall be deemed to have effectively exercised the Right of Co-Sale.

(c) Shares Includable. Each Participating Investor may include in the Proposed Key Holder Transfer all or any part of such Participating Investor's capital stock equal to the product obtained by multiplying (i) the aggregate number of shares of Transfer Stock subject to the Proposed Key Holder Transfer by (ii) a fraction, the numerator of which is the number of shares of capital stock owned by such Participating Investor immediately before consummation of the Proposed Key Holder Transfer and the denominator of which is the total number of shares of capital stock owned, in the aggregate, by all Participating Investors immediately prior to the consummation of the Proposed Key Holder Transfer, plus the number of shares of Transfer Stock held by the selling Key Holder.

(d) Purchase and Sale Agreement. The Participating Investors and the selling Key Holder agree that the terms and conditions of any Proposed Key Holder Transfer in accordance with this Section 4.8 will be memorialized in, and governed by, a written purchase and sale agreement with the Prospective Transferee (the "**Purchase and Sale Agreement**") with customary terms and provisions for such a transaction, and the Participating Investors and the selling Key Holder further covenant and agree to enter into such Purchase and Sale Agreement as a condition precedent to any sale or other transfer in accordance with this Agreement.

(e) Allocation of Consideration.

(i) Subject to Subsection 4.8(e)(ii), the aggregate consideration payable to the Participating Investors and the selling Key Holder shall be allocated based on the number of shares of capital stock sold to the Prospective Transferee by each Participating Investor and the selling Key Holder as provided in Subsection 4.8(c), provided that if a Participating Investor wishes to sell Preferred Stock, the price set forth in the Proposed Transfer Notice shall be appropriately adjusted based on the conversion ratio of the Preferred Stock into Common Stock.

(ii) In the event that the Proposed Key Holder Transfer constitutes a Change of Control, the terms of the Purchase and Sale Agreement shall provide that the aggregate consideration from such transfer shall be allocated to the Participating Investors and the selling Key Holder in accordance with Section 1 of Article V(B) of the Restated Charter as if (A) such transfer were a Deemed Liquidation Event (as defined in the Restated Charter), and (B) the capital stock sold in accordance with the Purchase and Sale Agreement were the only capital stock outstanding.

(f) Purchase by Selling Key Holder; Deliveries. Notwithstanding Subsection 4.8(d) above, if any Prospective Transferee or Transferees refuse(s) to purchase securities subject to the Right of Co-Sale from any Participating Investor or Investors or upon the failure to negotiate a Purchase and Sale Agreement satisfactory to the Participating Investors, no Key Holder may sell any Transfer Stock to such Prospective Transferee or Transferees unless and until, simultaneously with such sale, such Key Holder purchases all securities subject to the Right of Co-Sale from such Participating Investor or Investors on the same terms and conditions (including the proposed purchase price) as set forth in the Proposed

Transfer Notice and as provided in Subsection 4.8(e)(i); provided, however, if such sale constitutes a Change of Control, the portion of the aggregate consideration paid by the selling Key Holder to such Participating Investor or Investors shall be made in accordance with Subsection 4.8(e)(ii). In connection with such purchase by the selling Key Holder, such Participating Investor or Investors shall deliver to the selling Key Holder any stock certificate or certificates, properly endorsed for transfer, representing the capital stock being purchased by the selling Key Holder (or request that the Company effect such transfer in the name of the selling Key Holder). Any such shares transferred to the selling Key Holder will be transferred to the Prospective Transferee against payment therefor in consummation of the sale of the Transfer Stock pursuant to the terms and conditions specified in the Proposed Transfer Notice, and the selling Key Holder shall concurrently therewith remit or direct payment to each such Participating Investor the portion of the aggregate consideration to which each such Participating Investor is entitled by reason of its participation in such sale as provided in this Subsection 4.8(f).

(g) Additional Compliance. If any Proposed Key Holder Transfer is not consummated within forty-five (45) days after receipt of the Proposed Transfer Notice by the Company, the Key Holders proposing the Proposed Key Holder Transfer may not sell any Transfer Stock unless they first comply in full with each provision of this Section 4.8. The exercise or election not to exercise any right by any Major Purchaser hereunder shall not adversely affect its right to participate in any other sales of Transfer Stock subject to this Section 4.8.

(h) Effect of Failure to Comply.

(i) Transfer Void; Equitable Relief. Any Proposed Key Holder Transfer not made in compliance with the requirements of this Agreement shall be null and void ab initio, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Stock not made in strict compliance with this Agreement).

(ii) Violation of Co-Sale Right. If any Key Holder purports to sell any Transfer Stock in contravention of the Right of Co-Sale (a "**Prohibited Transfer**"), each Major Purchaser who desires to exercise its Right of Co-Sale under Section 4.8 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Key Holder to purchase from such Major Purchaser the type and number of shares of capital stock that such Major Purchaser would have been entitled to sell to the Prospective Transferee had the Prohibited Transfer been effected in compliance with the terms of Section 4.8. The sale will be made on the same terms, including, without limitation, as provided in Subsection 4.8(e)(i) and Subsection 4.8(e)(ii), as applicable, and subject to the same conditions as would have applied had the Key Holder not made the Prohibited Transfer, except that the sale (including, without limitation, the delivery of the purchase price) must be made within ninety (90) days after the Major Purchaser learns of the Prohibited Transfer, as opposed to the timeframe prescribed in Section 4.8. Such Key Holder shall also reimburse each Major Purchaser for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Major Purchaser's rights under Section 4.8.

(i) Exempt Transfers. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Section 4.8 shall not apply (a) in the case of a Key Holder that is an entity, upon a transfer by such Key Holder to its stockholders, members, partners or other equity holders, (b) to a repurchase of Transfer Stock from a Key Holder by the Company at a price no greater than that originally

paid by such Key Holder for such Transfer Stock and pursuant to an agreement containing vesting and/or repurchase provisions approved by a majority of the Board, or (c) in the case of a Key Holder that is a natural person, upon a transfer of Transfer Stock by such Key Holder made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy to his or her spouse, child (natural or adopted), or any other direct lineal descendant of such Key Holder (or his or her spouse) (all of the foregoing collectively referred to as "family members"), or any other relative approved by unanimous consent of the Board, or any custodian or trustee of any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are owned wholly by such Key Holder or any such family members; provided that in the case of clause(s) (a) or (c), the Key Holder shall deliver prior written notice to the Major Purchasers of such pledge, gift or transfer and such shares of Transfer Stock shall at all times remain subject to the terms and restrictions set forth in this Agreement and such transferee shall, as a condition to such issuance, deliver a counterpart signature page to this Agreement as confirmation that such transferee shall be bound by all the terms and conditions of this Agreement as a Key Holder (but only with respect to the securities so transferred to the transferee), including the obligations of a Key Holder with respect to Proposed Key Holder Transfers of such Transfer Stock pursuant to Section 4.8.

4.9 Key Holder Legends. Each certificate, instrument, or book entry representing shares of Transfer Stock held by the Key Holders or issued to any permitted transferee in connection with a transfer permitted by Section 4.8 hereof shall be notated with the legend below. Each Key Holder agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares notated with the legend referred to below to enforce the provisions of this Agreement, and the Company agrees to promptly do so.

"THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF A SERIES SEED PREFERRED STOCK INVESTMENT AGREEMENT BY AND AMONG THE STOCKHOLDER, THE CORPORATION AND CERTAIN OTHER HOLDERS OF STOCK OF THE CORPORATION. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION."

4.10 Exempted Offerings. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Section 4.8 shall not apply to the sale of any Transfer Stock (a) to the public in an offering pursuant to an effective registration statement under the Securities Act; or (b) pursuant to a Deemed Liquidation Event (as defined in the Restated Charter).

4.11 Intention to Share in any Deemed Liquidation Event. The Key Holders each acknowledge that it is a necessary, fundamental and critical prerequisite for any investment by the Purchasers that the parties fully agree and acknowledge that each stockholder's share of the proceeds of any Deemed Liquidation Event (as defined in the Restated Charter) shall be allocated in accordance with the Restated Charter. The Key Holders each covenant and agree that it will not subvert this intention by agreeing to any structure for a Deemed Liquidation Event which would provide a special or preferential payment to any Key Holder, whether classified as compensation, bonus, finder's fee, a special earn-out, Tokens or otherwise. In furtherance of and not in limitation of the foregoing, to the extent a Key Holder enters into an agreement regarding future compensation in conjunction with a Deemed Liquidation Event, any amounts in excess of market compensation shall be conclusively deemed to be consideration for the Deemed Liquidation Event and such amounts shall be reallocated to the stockholders of the Company in accordance with the Restated Charter.

4.12 Crowdfunding. The Company agrees that 1,377,262 shares of Series Seed-1 Preferred Stock, two percent of which has been authorized to be paid to OpenDeal Protal LLC dba Republic

as consideration for its fee in assisting with this Offering, representing the Series Seed-1 Preferred Stock that is authorized but not issued and sold by the Company at the Closing, shall be reserved solely for issuance to Prime Trust, LLC ("**Prime Trust**") via an Omnibus Series Seed Preferred Stock Investment Agreement ("Omnibus **Series Seed Preferred Stock Investment Agreement**") in a form that must be approved by DA, with Prime Trust serving as custodian to the beneficiaries underlying the Omnibus Series Seed Preferred Stock Investment Agreement. In connection with the issuance of Series Seed-1 Preferred Stock to Prime Trust, the Company and Prime Trust will execute counterpart signature pages to this Agreement and Prime Trust and the underlying beneficiaries of the Omnibus Series Seed Preferred Stock Investment Agreement (collectively, the "**Crowd Parties**") will, upon delivery by Prime Trust and acceptance by the Company of Prime Trust's signature page and delivery of the Purchase Price by Prime Trust to the Company, become a party to, and bound by, Sections 5 and 7 of this Agreement to the same extent as if the Crowd Parties had been Purchasers at the Closing and the Crowd Parties shall be deemed to be Purchasers for all purposes under Sections 5 and 7 of this Agreement as of the date of acceptance of Prime Trust's signature page by the Company.

5. RESTRICTIONS ON TRANSFER; DRAG ALONG.

5.1 Limitations on Disposition. Each person owning of record shares of Common Stock of the Company issued or issuable pursuant to the conversion of the shares of Series Seed Preferred Stock and any shares of Common Stock of the Company issued as a dividend or other distribution with respect thereto or in exchange therefor or in replacement thereof (collectively, the "**Securities**") or any assignee of record of Securities (each such person, a "**Holder**") shall not make any disposition of all or any portion of any Securities unless:

(a) there is then in effect a registration statement under the Securities Act, covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(b) such Holder has notified the Company of the proposed disposition and has furnished the Company with a statement of the circumstances surrounding the proposed disposition, and, at the expense of such Holder or its transferee, with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such securities under the Securities Act. Notwithstanding the provisions of Sections 5.1(a) and (b), no such registration statement or opinion of counsel will be required: (i) for any transfer of any Securities in compliance with the Securities and Exchange Commission's Rule 144 or Rule 144A, or (ii) for any transfer of any Securities by a Holder that is a partnership, limited liability company, a corporation, or a venture capital fund to (A) a partner of such partnership, a member of such limited liability company, or stockholder of such corporation, (B) an affiliate of such partnership, limited liability company or corporation (including, any affiliated investment fund of such Holder), (C) a retired partner of such partnership or a retired member of such limited liability company, (D) the estate of any such partner, member, or stockholder, or (iii) for the transfer without additional consideration or at no greater than cost by gift, will, or intestate succession by any Holder to the Holder's spouse or lineal descendants or ancestors or any trust for any of the foregoing; provided that, in the case of clauses (ii) and (iii), the transferee agrees in writing to be subject to the terms of this Agreement to the same extent as if the transferee were an original Purchaser under this Agreement.

5.2 "Market Stand-Off" Agreement. To the extent requested by the Company or an underwriter of securities of the Company, each Holder shall not sell or otherwise transfer or dispose of any Securities or other shares of stock of the Company then owned by such Holder (other than to donees or partners of the Holder who agree to be similarly bound) for up to 180 days following the effective date of any registration statement of the Company filed under the Securities Act. In no event will the restricted period extend beyond 215 days after the effective date of the registration statement. For purposes of this Section 5.2, "Company" includes any wholly-owned subsidiary of the Company into which the Company

merges or consolidates. The Company may place restrictive legends on the certificates representing the shares subject to this Section 5.2 and may impose stop transfer instructions with respect to the Securities and such other shares of stock of each Holder (and the shares or securities of every other person subject to the foregoing restriction) until the end of such period. Each Holder shall enter into any agreement reasonably required by the underwriters to implement the foregoing within any reasonable timeframe so requested.

5.3 **Drag Along Right**. If a Deemed Liquidation Event (as defined in the Restated Charter) is approved by each of (i) the holders of a majority of the shares of Common Stock then-outstanding (other than those issued or issuable upon conversion of the shares of Series Seed Preferred Stock), (ii) the holders of a majority of the shares of Common Stock then issued or issuable upon conversion of the shares of Series Seed Preferred Stock then-outstanding, which majority shall include the Requisite Holders (as defined in the Restated Charter), and (iii) the Board, then each Stockholder shall vote (in person, by proxy or by action by written consent, as applicable) all shares of capital stock of the Company now or hereafter directly or indirectly owned of record or beneficially by such Stockholder (collectively, the "**Shares**") in favor of, and adopt, such Deemed Liquidation Event and to execute and deliver all related documentation and take such other action in support of the Deemed Liquidation Event as may reasonably be requested by the Company to carry out the terms and provision of this Section 5.3, including executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents. The obligation of any party to take the actions required by this Section 5.3 will not apply to a Deemed Liquidation Event if the other party involved in such Deemed Liquidation Event is an affiliate or stockholder of the Company holding more than 10% of the voting power of the Company. "**Stockholder**" means each Holder and Key Holder, and any transferee thereof.

5.4 **Exceptions to Drag Along Right**. Notwithstanding the foregoing, a Stockholder need not comply with Section 5.3 above in connection with any proposed Deemed Liquidation Event (the "**Proposed Sale**") unless:

(a) any representations and warranties to be made by the Stockholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares, including representations and warranties that (i) the Stockholder holds all right, title and interest in and to the Shares the Stockholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Stockholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Stockholder have been duly executed by the Stockholder and delivered to the acquirer and are enforceable against the Stockholder in accordance with their respective terms and, (iv) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Stockholder's obligations thereunder, will cause a breach or violation of the terms of any agreement, law, or judgment, order, or decree of any court or governmental agency;

(b) the Stockholder will not be liable for the inaccuracy of any representation or warranty made by any other person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties, and covenants of the Company as well as breach by any stockholder of any identical representations, warranties and covenants provided by all stockholders);

(c) the liability for indemnification, if any, of the Stockholder in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company or its Stockholders in connection with such Proposed Sale, is several and not joint with any other person (except to the extent that

funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any identical representations, warranties, and covenants provided by all stockholders), and except as required to satisfy the liquidation preference of the Series Seed Preferred Stock, if any, is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Stockholder in connection with such Proposed Sale;

(d) liability will be limited to the Stockholder's applicable share (determined based on the respective proceeds payable to each Stockholder in connection with the Proposed Sale in accordance with the provisions of the Restated Charter) of a negotiated aggregate indemnification amount that applies equally to all Stockholders but that in no event exceeds the amount of consideration otherwise payable to the Stockholder in connection with the Proposed Sale, except with respect to claims related to fraud by the Stockholder, the liability for which need not be limited as to the Stockholder;

(e) upon the consummation of the Proposed Sale, (i) each holder of each class or series of the Company's stock will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock unless the holders of at least a majority of Series Seed Preferred Stock elect otherwise, (ii) each holder of a series of Series Seed Preferred Stock will receive the same amount of consideration per share of such series of Series Seed Preferred Stock as is received by other holders in respect of their shares of such same series, (iii) each holder of Common Stock will receive the same amount of consideration per share of Common Stock as is received by other holders in respect of their shares of Common Stock, and (iv) unless the holders of at least a majority of the Series Seed Preferred Stock elect to receive a lesser amount, the aggregate consideration receivable by all holders of the Preferred Stock and Common Stock shall be allocated among the holders of Preferred Stock and Common Stock on the basis of the relative liquidation preferences to which the holders of each respective series of Preferred Stock and the holders of Common Stock are entitled in a Deemed Liquidation Event (assuming for this purpose that the Proposed Sale is a Deemed Liquidation Event) in accordance with the Company's Restated Charter in effect immediately prior to the Proposed Sale.

6. PARTICIPATION RIGHT.

6.1 General. Each Major Purchaser other than DA (each, a "**Pro Rata Major Purchaser**") has the right of first refusal to purchase the Pro Rata Major Purchaser's Pro Rata Share (as defined below) of any New Securities (as defined below) that the Company may from time to time issue after the date of this Agreement, provided, however, the Pro Rata Major Purchaser will have no right to purchase any such New Securities if the Pro Rata Major Purchaser cannot demonstrate to the Company's reasonable satisfaction that such Pro Rata Major Purchaser is at the time of the proposed issuance of such New Securities an "accredited investor" as such term is defined in Regulation D under the Securities Act. A Pro Rata Major Purchaser's "**Pro Rata Share**" means the ratio of (a) the number of shares of the Company's Common Stock issued or issuable upon conversion of the shares of Series Seed Preferred Stock owned by such Pro Rata Major Purchaser, to (b) the Fully-Diluted Share Number.

6.2 DA's Participation Right. DA has the right of first refusal to purchase up to twenty-five percent (25%) (the "**DA Share**") of any New Securities (as defined below) that the Company may from time to time issue after the date of this Agreement, provided, however, DA will have no right to purchase any such New Securities if DA cannot demonstrate to the Company's reasonable satisfaction that DA is at the time of the proposed issuance of such New Securities an "accredited investor" as such term is defined in Regulation D under the Securities Act.

6.3 New Securities. "**New Securities**" means any Common Stock or Preferred Stock, whether now authorized or not, and rights, options or warrants to purchase Common Stock or Preferred

Stock, and securities of any type whatsoever that are, or may become, convertible or exchangeable into Common Stock or Preferred Stock; provided, however, that "New Securities" does not include: (a) shares of Common Stock issued or issuable upon conversion of any outstanding shares of Preferred Stock; (b) shares of Common Stock or Preferred Stock issuable upon exercise of any options, warrants, or rights to purchase any securities of the Company outstanding as of the Agreement Date and any securities issuable upon the conversion thereof; (c) shares of Common Stock or Preferred Stock issued in connection with any stock split or stock dividend or recapitalization; (d) shares of Common Stock (or options, warrants or rights therefor) granted or issued after the Agreement Date to employees, officers, directors, contractors, consultants or advisers to, the Company or any subsidiary of the Company pursuant to incentive agreements, stock purchase or stock option plans, stock bonuses or awards, warrants, contracts or other arrangements that are approved by the Board; (e) shares of the Company's Series Seed Preferred Stock issued pursuant to this Agreement; (f) any other shares of Common Stock or Preferred Stock (and/or options or warrants therefor) issued or issuable primarily for other than equity financing purposes and approved by the Board; and (g) shares of Common Stock issued or issuable by the Company to the public pursuant to a registration statement filed under the Securities Act.

6.4 Procedures. If the Company proposes to undertake an issuance of New Securities, it shall give notice to DA and each Pro Rata Major Purchaser of its intention to issue New Securities (the "**Notice**"), describing the type of New Securities and the price and the general terms upon which the Company proposes to issue the New Securities. DA and each Pro Rata Major Purchaser will have (10) days from the date of notice, to agree in writing to purchase DA's DA Share or such Major Purchaser's Pro Rata Share, as applicable, of such New Securities for the price and upon the general terms specified in the Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased (not to exceed DA's DA Share or such Major Purchaser's Pro Rata Share, as applicable).

6.5 Failure to Exercise. If the Major Purchasers fail to exercise in full the right of first refusal within the 10-day period, then the Company will have one hundred twenty (120) days thereafter to sell the New Securities with respect to which the Major Purchasers' rights of first refusal hereunder were not exercised, at a price and upon general terms not materially more favorable to the purchasers thereof than specified in the Company's Notice to the Major Purchasers. If the Company has not issued and sold the New Securities within the 120-day period, then the Company shall not thereafter issue or sell any New Securities without again first offering those New Securities to the Major Purchasers pursuant to this Section 6.

7. ELECTION OF BOARD OF DIRECTORS.

7.1 Voting; Board Composition. Subject to the rights of the stockholders to remove a director for cause in accordance with applicable law, during the term of this Agreement, each Stockholder shall vote (or consent pursuant to an action by written consent of the stockholders) all shares of capital stock of the Company now or hereafter directly or indirectly owned of record or beneficially by the Stockholder (the "**Voting Shares**"), or to cause the Voting Shares to be voted, in such manner as may be necessary to elect (and maintain in office) as the members of the Board:

(a) that number of individuals, if any, equal to the Common Board Member Count (collectively, the "**Common Board Designees**") designated from time to time in a writing delivered to the Company and signed by Common Control Holders who then hold shares of issued and outstanding Common Stock of the Company representing a majority of the voting power of all issued and outstanding shares of Common Stock then held by all Common Control Holders; and

(b) that number of individuals, if any, equal to the Series Seed Board Member Count (collectively, the "**Series Seed Board Designees**") designated from time to time in a writing delivered to the Company and signed by DA. The Series Seed Board Designee seat shall initially be vacant.

Subject to the rights of the stockholders of the Company to remove a director for cause in accordance with applicable law, during the term of this Agreement, a Stockholder shall not take any action to remove an incumbent Board Designee or to designate a new Board Designee unless such removal or designation of a Board Designee is approved in a writing signed by the parties entitled to designate the Board Designee. Each Stockholder hereby appoints, and shall appoint, the then-current Chief Executive Officer of the Company, as the Stockholder's true and lawful proxy and attorney, with the power to act alone and with full power of substitution, to vote all shares of the Company's capital stock held by the Stockholder as set forth in this Agreement and to execute all appropriate instruments consistent with this Agreement on behalf of the Stockholder if, and only if, the Stockholder (a) fails to vote or (b) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of this Agreement, all of the Stockholder's Voting Shares or execute such other instruments in accordance with the provisions of this Agreement within five days of the Company's or any other party's written request for the Stockholder's written consent or signature. The proxy and power granted by each Stockholder pursuant to this Section are coupled with an interest and are given to secure the performance of the Stockholder's duties under this Agreement. Each such proxy and power will be irrevocable for the term of this Agreement. The proxy and power, so long as any Stockholder is an individual, will survive the death, incompetency and disability of such Stockholder and, so long as any Stockholder is an entity, will survive the merger or reorganization of the Stockholder or any other entity holding Voting Shares.

7.2 Observer Rights. As long as DA owns any shares of the Series Seed Preferred Stock (or an equivalent amount of Common Stock issued upon conversion thereof), the Company shall invite a representative of DA to attend all meetings of its Board of Directors in a nonvoting observer capacity and, in this respect, shall give such representative copies of all notices, minutes, consents, and other materials that it provides to its directors at the same time and in the same manner as provided to such directors; provided, however, that the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets.

8. TOKEN OFFERINGS.

8.1 Definitions.

(a) "**Applicable IP**" means any intellectual property (including, without limitation, any trademarks, patents, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets, and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable).

(b) "***Pro rata***" for purposes of this Section 8, will be calculated based on the ratio of (1) the number of shares of the Company's Common Stock owned by the Purchaser on a fully diluted, as-converted basis immediately prior to the Token Offering to (2) the total number of outstanding shares of the Company's Common Stock on a fully-diluted, as-converted basis, calculated as of immediately prior to the Token Offering.

(c) "**Team Tokens**" means Tokens, without duplication, granted and/or issued to: (i) any individual and/or entity who did not purchase such Tokens with fiat currency or other Tokens with a recognized market value (including, but not limited to, bitcoin and ether), (ii) the Company,

(iii) its officers and/or directors, (iv) employees of the Company and/or of any Token Affiliate, (v) independent contractors of the Company and/or of any Token Affiliate who develop any Applicable IP for, or assign any Applicable IP to, the Company and/or any Token Affiliate or who otherwise engage in promotion, marketing, and/or development in exchange for Tokens, (vi) the Key Holders, (vii) the Purchasers, solely to the extent of Tokens allocated to the Purchasers pursuant to this Agreement, and (viii) any person, entity or firm which, directly or indirectly, controls, is controlled by or is under common control with any of the foregoing, or which includes any of the foregoing as a direct or indirect beneficial owner.

(d) "**Token Affiliate**" means any individual or entity (including, without limitation, any foundation):

(i) that receives from the Company a license of Applicable IP and uses such Applicable IP (1) to effect a Token Offering; or (2) in connection with the sale, grant, or distribution of Tokens;

(ii) to which any of the Key Holders or officers of the Company render services (or, if an entity, in which any of the Key Holders or officers of the Company own an interest) and that uses Applicable IP that the Company has released under any free software or open source license, (1) to effect a Token Offering, or (2) in connection with the sale, grant, or distribution of Tokens;

(iii) that is any person, entity or firm which, directly or indirectly, controls, is controlled by or is under common control with the Company, including, without limitation, any entity of which the Company is a partner or member; and/or

(iv) that is a Key Holder, officer, director and/or employee of the Company; provided, however, that an officer, director or employee of the Company would not be considered a "Token Affiliate" to the extent that the Token or Tokens received by such officer, director, or employee (x) are not related in any way to the Company or its business as conducted and as presently proposed to be conducted, and (y) do not involve any Applicable IP of the Company.

(e) "**Token Offering**" means the sale, grant, or distribution of Tokens in exchange for a delivery of purchase price, a contribution, or any other items of value, including other Tokens; provided, however, that the grant or distribution of some Tokens for no consideration shall not disqualify a Token Offering from being considered as such. Token Offerings may not be available for public offerings, so Subscribers through the Regulation CF Offering may not be able to participate.

(f) "**Token**" means any (i) cryptocurrencies, decentralized application tokens, protocol tokens, cryptographic digital tokens or coins, virtual currencies, blockchain-based assets or other similar digital assets, (ii) instruments or securities exchangeable, exercisable or convertible into the items in the foregoing clause (i), or (iii) instruments, securities, documents, agreements, understandings, contracts or arrangements that provide for the right to receive the items in the foregoing clause (i).

8.2 Token Offering Covenants. If the Company or any Token Affiliate of the Company manages or otherwise effects a Token Offering, then prior to (1) the sale, grant or issuance of any Tokens for the beneficial ownership of any Key Holder or officer of the Company whether prior to or in connection with such Token Offering, or (2) any payments to the Key Holders or officers of the Company by a Token Affiliate (for any purpose, including, but not limited to, in exchange for services or as purchase price for any assets sold by a Key Holder or officer to a Token Affiliate), the Company shall first obtain the consent of the Requisite Holders (as defined in the Restated Charter). For the avoidance of doubt, prior to licensing any Applicable IP to any potential Token Affiliate or permitting any Key Holder or officer of

the Company to be employed by or otherwise render services to a potential Token Affiliate, the Company shall ensure that such Token Affiliate shall be required to obtain this consent.

8.3 Token Offering Expectations. The Requisite Holders (as defined in the Restated Charter) expect to provide such consent if (i) each Purchaser receives, for no additional consideration and free of restrictions on transfer except for a lockup that expires at such time that any Team Token is transferable, its *pro rata* share of the total number of Team Tokens; (ii) the Purchasers' Tokens shall be in their actual custody (*e.g.*, shall not be held by the Company or any Token Affiliate for the benefit of the Purchasers); and (iii) the Company and the Key Holders will provide each Purchaser with written notice of the grant or issuance of any Team Token, together with a copy of all documentation relating to such grant or issuance.

9. GENERAL PROVISIONS.

9.1 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties to this Agreement or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. No Stockholder may transfer Shares unless each transferee agrees to be bound by the terms of this Agreement.

9.2 Governing Law. This Agreement is governed by the Governing Law, regardless of the laws that might otherwise govern under applicable principles of choice of law.

9.3 Counterparts; Facsimile or Electronic Signature. This Agreement may be executed and delivered by facsimile or electronic signature and in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. References to sections or subsections within this set of Agreement Terms shall be deemed to be references to the sections of this set of Agreement Terms contained in Exhibit B to the Agreement, unless otherwise specifically stated herein.

9.5 Notices. All notices and other communications given or made pursuant to this Agreement must be in writing and will be deemed to have been given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications must be sent to the respective parties at their address as set forth on the signature page or Schedule 1, or to such address, facsimile number or electronic mail address as subsequently modified by written notice given in accordance with this Section 9.5.

9.6 No Finder's Fees. Each party severally represents to the other parties that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Purchaser shall indemnify, defend, and hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Purchaser or any of its officers, employees, or representatives is responsible. The Company shall indemnify, defend, and hold

harmless each Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

9.7 Attorneys' Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which the party may be entitled. Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery, and performance of the Agreement; provided, however, that the Company shall, at the Closing, reimburse the fees and expenses of one counsel for Purchasers, for a flat fee equal to the Purchaser Counsel Reimbursement Amount.

9.8 Amendments and Waivers. Any term of this Agreement may be amended, terminated or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Requisite Holders (as defined in the Restated Charter); provided, however, that (i) any amendment to Section 7.1(a) will also require the additional written consent of the holders of a majority of the outstanding shares of the Company's Common Stock then held by all of the Common Control Holders, (ii) Sections 4.1(b), 4.11, 4.12, 6.2, 7.1(b), 7.2, 8 and this Section 9.8(ii) shall only be amended, terminated or waived with the additional prior written consent of DA and (iii) Sections 4, 6 and this Section 9.8(iii) shall only be amended, terminated or waived with the additional prior written consent of the Major Purchasers holding a majority of the shares of Common Stock issued or issuable upon conversion of the shares of Series Seed Preferred Stock then held by all of the Major Purchasers. Notwithstanding the foregoing, the addition of a party to this Agreement pursuant to a transfer of Shares in accordance with Section 9.1 will not require any further consent. Any amendment or waiver effected in accordance with this Section 9.8 will be binding upon the Purchasers, the Key Holders, each transferee of the shares of Series Seed Preferred Stock (or the Common Stock issuable upon conversion thereof) or Common Stock from a Purchaser or Key Holders, as applicable, and each future holder of all such securities, and the Company. It is specifically intended that entering into the Next Financing Agreements in a form substantially similar to the form agreements set as forth as Model Legal Documents on http://www.nvca.org shall be considered an amendment to this Agreement provided that it is done in accordance with this Section 9.8.

9.9 Severability. The invalidity or unenforceability of any provision of this Agreement will in no way affect the validity or enforceability of any other provision.

9.10 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, will impair any such right, power or remedy of such non-breaching or non-defaulting party nor will it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, are cumulative and not alternative.

9.11 Termination. Unless terminated earlier pursuant to the terms of this Agreement, (x) the rights, duties and obligations under Sections 4, 6 and 7 will terminate immediately prior to the closing of the Company's initial public offering of Common Stock pursuant to an effective registration statement filed under the Securities Act, (y) notwithstanding anything to the contrary herein, this Agreement

(excluding any then-existing obligations) will terminate upon the closing of a Deemed Liquidation Event (as defined in the Restated Charter) and (z) notwithstanding anything to the contrary herein, Section 1, Section 2, Section 3, Section 4.1(b), Section 8, and this Section 9 will survive any termination of this Agreement.

9.12 **Dispute Resolution**. Each party (a) hereby irrevocably and unconditionally submits to the personal jurisdiction of the Dispute Resolution Jurisdiction for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement; (b) shall not commence any suit, action or other proceeding arising out of or based upon this Agreement except in the Dispute Resolution Jurisdiction; and (c) hereby waives, and shall not assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject to the personal jurisdiction of the Dispute Resolution Jurisdiction, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement, or the subject matter hereof and thereof may not be enforced in or by the Dispute Resolution Jurisdiction.

9.13 **Aggregation of Stock**. All Shares held or acquired by affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

THE COMPANY:

VIVOSENS INC.

By: ________________________
Miray Tayfun
CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

<u>KEY HOLDERS</u>:

Name:	Miray Tayfun	Name:	Gözde Büyükacaroğlu
By:	______________________	By:	______________________
Name:	Ali Atasever	Name:	George Radman
By:	______________________	By:	______________________

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

PURCHASER:

PRIME TRUST, LLC
By: Whitney White
Its: Executive Trust Officer

Address: 330 S. Rampart Blvd. Ste. 260,
Las Vegas, Nevada, 89145, United States

Fax: (702) 840-4000

EXHIBIT C

FORM OF RESTATED CHARTER

[*Distributed Separately***]**

EXHIBIT D

DISCLOSURE SCHEDULE

This Disclosure Schedule (this "**Disclosure Schedule**") is delivered by the Company in connection with the sale of shares of the Company's Series Seed Preferred Stock on or about the Agreement Date by the Company. This Disclosure Schedule is arranged in sections corresponding to the numbered and lettered sections contained in Exhibit B of the Agreement, and the disclosures in any section of this Disclosure Schedule qualify other sections in Exhibit B of the Agreement to the extent it is reasonably apparent from a reading of the disclosure that such disclosure is applicable to such other sections. Where any representation or warranty is limited or qualified by the materiality of the matters to which the representation or warranty are given, the inclusion of any matter in this Disclosure Schedule does not constitute an admission by the Company that such matter is material. Unless otherwise defined herein, any capitalized terms in this Disclosure Schedule have the same meanings assigned to those terms in the Agreement. Nothing in this Disclosure Schedule constitutes an admission of any liability or obligation of the Company to any third party, or an admission against the Company's interests.

Section 2.1:
The Company has not yet been qualified to transact business in the State of California, but will do so as a post-closing matter if required pursuant to applicable regulations.

Section 2.2(c):
The vesting and acceleration terms of the Restricted Stock Purchase Agreement of Miray Tayfun, dated September 29, 2017 (the "Tayfun RSPA"), are as follows:

- The vesting commencement date is September 29, 2017.
- The number of shares of Common Stock that have vested as of the date of this Agreement is 3,087,500. The number of shares that remain subject to vesting as of the date of this Agreement is 2,612,500.
- If, within twelve (12) months following a Change in Control (as defined in the Tayfun RSPA), the service relationship is terminated (i) by the Company without Cause (as defined in the Tayfun RSPA) or (ii) by Mr. Tayfun for Good Reason (as defined in the Tayfun RSPA), then the vesting schedule of the shares of Common Stock shall be accelerated such that 100% of such shares then subject to the Company's Repurchase Option (as defined in the Tayfun RSPA) shall immediately become vested and free from the Repurchase Option on the date of such termination.

The vesting and acceleration terms of the Restricted Stock Purchase Agreement of Gözde Büyükacaroğlu, dated September 29, 2017 (the "Büyükacaroğlu RSPA"), are as follows:

- The vesting commencement date is September 29, 2017.
- 1,462,500 of the shares of Common Stock have vested as of the date of this Agreement. The number of shares that remain subject to vesting as of the date of this Agreement is 1,237,500.

If, within twelve (12) months following a Change in Control (as defined in the Büyükacaroğlu RSPA), the service relationship is terminated (i) by the Company without Cause (as defined in the Büyükacaroğlu RSPA) or (ii) by Ms. Büyükacaroğlu for Good Reason (as defined in the Büyükacaroğlu RSPA), then the vesting schedule of the shares of Common Stock shall be accelerated such that 100% of such shares then subject to the Company's Repurchase Option (as defined in the Büyükacaroğlu

RSPA) shall immediately become vested and free from the Repurchase Option on the date of such termination.

The vesting and acceleration terms of the Restricted Stock Purchase Agreement of Ali Atasever, dated December 15, 2018 (the "Atasever RSPA"), are as follows:

- The vesting commencement date is December 15, 2018.
- 150,000 of the shares of Common Stock have vested as of the date of this Agreement. The number of shares that remain subject to vesting as of the date of this Agreement is 450,000.

If, within twelve (12) months following a Change in Control (as defined in the Atasever RSPA), the service relationship is terminated (i) by the Company without Cause (as defined in the Atasever RSPA) or (ii) by Mr. Atasever for Good Reason (as defined in the Atasever RSPA), then the vesting schedule of the shares of Common Stock shall be accelerated such that 100% of such shares then subject to the Company's Repurchase Option (as defined in the Atasever RSPA) shall immediately become vested and free from the Repurchase Option on the date of such termination.

The vesting and acceleration terms of the Restricted Stock Purchase Agreement of George Radman, dated January 18, 2019 (the "Radman RSPA"), are as follows:

- The vesting commencement date is January 18, 2019.
- None of the shares of Common Stock have vested as of the date of this Agreement. The number of shares that remain subject to vesting as of the date of this Agreement is 500,000.
- If, within twelve (12) months following a Change in Control (as defined in the Radman RSPA), the service relationship is terminated (i) by the Company without Cause (as defined in the Radman RSPA) or (ii) by Mr. Radman for Good Reason (as defined in the Radman RSPA), then the vesting schedule of the shares of Common Stock shall be accelerated such that 100% of such shares then subject to the Company's Repurchase Option (as defined in the Radman RSPA) shall immediately become vested and free from the Repurchase Option on the date of such termination.

Section 2.3: The Company owns 100% of the equity of Vivosens Biyoteknoloji Ar-Ge Sanayi ve Ticaret Limited Company, a Turkish limited company with an address at Reşitpaşa, 34467 Sarıyer/İstanbul, Türkiy.

Section 2.8: Each of George Radman and Ali Atasever has not filed an election under Section 83(b) as he is not an U.S. citizen or resident of any U.S. State, respectively.

<u>Exhibit B</u>

<u>FORM OF PROXY</u>

Irrevocable Proxy

Reference is hereby made to a certain Subscription Agreement ("***Subscription Agreement***") and Omnibus Series Seed Preferred Stock Investment Agreement dated January 14, 2020 between Vivosens Inc., a Delaware corporation (the "***Company***") and Prime Trust, LLC, as custodian and trustee ("***Prime Trust***"), in which the undersigned (the "***Holder***") holds a beneficial interest. In connection with the Holder's beneficial interest in the Series Seed Preferred Stock Investment Agreement pursuant to the Subscription Agreement and the Omnibus Series Seed Preferred Stock Investment Agreement, the Holder and Prime Trust hereby agree as follows:

1. **Grant of Irrevocable Proxy**.

    a. With respect to all of the securities issued by the Company in which Prime Trust acts as custodian for the Holder as of the date of this irrevocable proxy or any subsequent date (the "***Shares***"), the Holder hereby grants to Prime Trust an irrevocable proxy under Section 212 of the Delaware General Corporation Law to vote the Shares in any manner that Prime Trust may determine in its sole and absolute discretion. For the avoidance of doubt, Prime Trust, as the custodial holder ("***Custodial Holder***") of the irrevocable proxy (rather than the Holder), will vote the Shares with respect to all shareholder meetings and other actions (including actions by written consent in lieu of a meeting) on which holders of Shares may be entitled to vote by order of law. Prime Trust, as the Custodial Holder, hereby agrees to vote with respect to the Shares, if any, consistently with the majority of the Capital Stock on which such Shares are based. This proxy revokes any other proxy granted by the Holder at any time with respect to the Shares.

    b. The Custodial Holder shall have no additional or implied duty, liability or obligation whatsoever to the Holder arising out of the Custodial Holder's exercise of this irrevocable proxy. The Holder expressly acknowledges and agrees that (i) the Holder will not impede the exercise of the Custodial Holder's rights under this irrevocable proxy and (ii) the Holder waives and relinquishes any claim, right or action the Holder might have, as a stockholder of the Company or otherwise, against the Custodial Holder or any of its affiliates or agents (including any directors, officers, managers, members, and employees) in connection with any exercise of the irrevocable proxy granted hereunder.

    c. This irrevocable proxy shall expire as to those Shares on the earlier of (i) the date that such Shares are converted into Common Stock of the Company or (ii) the date that such Shares are converted to cash or a cash equivalent, but shall continue as to any Shares not so converted.

2. **Legend**. The Holder agrees to permit an appropriate legend on certificates evidencing the Shares or any transfer books or related documentation of ownership reflecting the grant of the irrevocable proxy contained in the foregoing <u>Section 1</u>.

3. **Representations and Warranties**. The Holder represents and warrants to the Custodial Holder as follows:

   a. The Holder has the all necessary rights, power and authority to execute, deliver and perform the Holder's obligations under this irrevocable proxy. This irrevocable proxy has been duly executed and delivered by the Holder and constitutes such Holder's legal and valid obligation enforceable against the Holder in accordance with its terms.

   b. There are no proxies, voting trusts or other agreements or understandings to which such Holder is a party or bound by and which expressly require that any of the Shares be voted in any specific manner other than pursuant to this irrevocable proxy; and the Holder has not entered into any agreement or arrangement inconsistent with this irrevocable proxy.

4. **Equitable Remedies**. The Holder acknowledges that irreparable damage would result if this irrevocable proxy is not specifically enforced and that, therefore, the rights and obligations of the Custodial Holder may be enforced by a decree of specific performance issued by arbitration pursuant to the Subscription Agreement and the Omnibus Series Seed Preferred Stock Investment Agreement, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, not be exclusive and shall be in addition to any other remedies that the Custodial Holder may otherwise have available.

5. **Defined Terms.** All terms defined in this irrevocable proxy shall have the meaning defined herein. All other terms will be interpreted in accordance with the Omnibus Series Seed Preferred Stock Investment Agreement.

6. **Amendment**. Any provision of this instrument may be amended, waived or modified only upon the written consent of the (i) Holder and (ii) Custodial Holder.

7. **Assignment**.

   a. In the event the Holder wishes to transfer, sell, hypothecate or otherwise assign any Shares, the Holder hereby agrees to require, as a condition of such action, that the counterparty or counterparties thereto must enter into a proxy agreement with the Custodial Holder substantially identical to this irrevocable proxy.

   b. The Custodial Holder may transfer its rights as the custodial holder under this instrument after giving prior written notice to the Holder *provided* such assignee must be a qualified trustee and custodian.

8. **Severability**. In the event any one or more of the terms or provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this instrument operate or would prospectively operate to invalidate this instrument, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this instrument and the remaining terms and provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(*Signature page follows*)

IN WITNESS WHEREOF, the undersigned have caused this irrevocable proxy to be duly executed and delivered.

INVESTOR:

By:________________________

Name: [Investor Name]

Date:

Prime Trust, LLC

By: ______________________________

Name: Whitney White

Title: Authorized Signatory

Date: