

PURISM, SPC - SUBSCRIPTION AGREEMENT

This **SUBSCRIPTION AGREEMENT** (this “**Agreement**”) is dated as of the date set forth in the receipt of funds to the account provided and is entered into by and between the purchaser set forth in the receipt of subscription (the “**Purchaser**”) and Purism, SPC, a Washington social purpose corporation (the “**Company**”), on the terms and subject to the conditions set forth in this Agreement, and pursuant to which Purchaser hereby agrees to purchase from the Company and the Company hereby agrees to sell to Purchaser, the number of shares of common stock shown on the receipt of purchase (the “**Common Stock**”), for a purchase price listed on said receipt of purchase. The Common Stock is being offered pursuant to an offering pursuant to Section 506(c) and/or Section 4(a)(2) of under the Securities Act of 1933 on a best efforts basis (the “**Offering**”).

1. Acceptance of Agreement; Conditions. The Purchaser understands and agrees that (a) the Purchaser is entering into this Agreement on the terms and subject to the conditions contained in this Agreement, and (b) the Company shall have the right to accept or reject, in its sole discretion, this Agreement for any reason or no reason, in whole or in part, and at any time prior to its acceptance.

2. Representations and Warranties of the Company. The Company here represents and warrants to the Purchaser as follows:

(a) **Organization.** The Company is duly organized, validly existing and in good standing under the laws of Washington State, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) **Authorization; Enforceability.** The execution, delivery and performance by the Company of this Agreement is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company 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.

(c) **No Violation.** To the knowledge of the Company, it is not in violation of (i) its current governing documents, (ii) any material judgment, statute, rule or regulation applicable to the Company, or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company. To the knowledge of the Company, the performance and consummation of the transactions contemplated by this Agreement do not and will not (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) **No Consents.** No consents or approvals are required in connection with the performance of this Agreement, other than (i) the approvals of the Company’s governing body and (ii) any qualifications or filings under applicable securities laws.

3. **Representations, Warranties, Agreement and Covenants of the Purchaser.** The Purchaser hereby represents, warrants and covenants to, and agrees with, the Company and its directors, officers, employees, agents and other affiliates (collectively, the “**Company Parties**”) as follows:

(a) Capacity; Organization; Authorization; No Conflict.

(i) The Purchaser (A) has full legal capacity for the purchase, execution and delivery of this Agreement and to perform his or her obligations hereunder; and (B) neither the execution, delivery or performance of this Agreement or any other document required to be executed and delivered by the Purchaser in connection with this Agreement, nor the consummation of any of the transactions contemplated hereby or thereby by the Purchaser, (x) will violate or conflict with any law, rule, regulation, judgment, order or decree of any court or other governmental body applicable to the Purchaser or to which the Purchaser is otherwise subject, (y) will conflict with or result in any breach or default under, permit any party to accelerate any rights under or terminate, or result in the creation of any lien, charge or encumbrance pursuant to the provision of any material contract, indenture, mortgage, lease, franchise, license, permit authorization, instrument or agreement of any kind to which the Purchaser is a party or by which the Purchaser is bound or to which the properties or assets of the Purchaser are subject, or (z) will require the consent or approval of any person or entity other than consents or approvals that have already been obtained.

(ii) Except as may otherwise be required by applicable law or regulation, the Purchaser understands that, upon acceptance by the Company of this Agreement, the Purchaser is not entitled to cancel, terminate or revoke this Agreement or receive a refund of any payments made hereunder.

(b) Accredited Investor and Knowledge.

The Purchaser is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Act. The Purchaser is purchasing the Common Stock 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 Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of the investment, is able to incur a complete loss of the investment without impairing the Purchaser’s financial condition, and is able to bear the economic risk of the investment for an indefinite period of time.

(c) Restrictions on Transfer.

(i) The Purchaser acknowledges and is aware that there are substantial restrictions on the transferability of the Common Stock, and there is no, and there may never be any, public market for the Common Stock. The Common Stock will not be registered under the Act, and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements.

(ii) The Purchaser acknowledges and is aware that any transfer of the Common Stock made in violation of the transfer provisions of this Agreement will be void.

(d) Regulatory Issues.

(i) The Purchaser acknowledges and understands that the Common Stock is not registered with the Securities and Exchange Commission (the “**SEC**”) or any other state, local or foreign regulatory authority, and that the Company is not registered or licensed with any federal or state regulator as an investment adviser or broker-dealer. As a result, the Purchaser will not be afforded the full set of protections provided to the clients and customers of such entities under the Act, the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”), and any similar or applicable state laws.

(ii) Neither the Purchaser, nor any of its affiliates or direct or indirect beneficial owners, (A) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States, (B) is a person identified as a terrorist organization on any other relevant lists maintained by governmental authorities, or (C) unless otherwise disclosed in writing to the Company prior to the Purchaser’s purchase of the Common Stock, is a senior foreign political figure,¹ or any immediate family member² or close associate³ of a senior foreign political figure as those terms are defined in the footnotes below. The Purchaser (x) has conducted thorough due diligence with respect to all of its beneficial owners, (y) has established the identities of all direct and indirect beneficial owners and the source of each beneficial owner’s funds and (z) will retain evidence of those identities, any source of funds and any due diligence.

(iii) No payment or other transfer of value to the Company and no payment or other transfer of value to the Purchaser shall cause the Company Parties to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“**USA PATRIOT ACT**”), the various statutes, regulations and Executive Orders administered by the U.S. Department of the Treasury Office of Foreign Assets Control and the Foreign Corrupt Practices Act.

(iv) No payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to, (A) the government of any country designated by the U.S. Secretary of State as a country supporting international terrorism, (B) property that is blocked under any laws, orders or regulations administered by OFAC (“**OFAC Regulations**”), or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (C) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions, under OFAC Regulations, or (D) directly or indirectly, any illegal activities.

¹ A “**senior foreign political figure**” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

² An “**immediate family member**” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

³ A “**close associate**” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

(v) All payments or other transfer of value to the Company by the Purchaser will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to §999(a)(3) of the Internal Revenue Code (“**Code**”), as in effect at the time of the Purchaser’s payment or other transfer of value. If the Purchaser is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “**Non-U.S. Bank**”) in connection with the Purchaser’s purchase of the Common Stock, then the Non-U.S. Bank: (A) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (B) employs one or more individuals on a full-time basis, (C) maintains operating records related to its banking activities, (D) is subject to inspection by the banking authority that licensed it to conduct banking activities and (E) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

(vi) The Purchaser understands and agrees that the Company may seek an administrative ruling from the U.S. Financial Crimes Enforcement Network and may be obligated to comply with U.S. anti-money laundering requirements and, even if it is not obligated to comply with those requirements, it may choose to voluntarily comply with any or all of those requirements in the sole discretion of the Company and the Company Parties.

(vii) The regulatory risks described in this Section take into consideration United States law only. Common Stock may also be sold or resold outside the United States, which could subject the Company Parties or the Common Stock to non-United States legal requirements, which could be significant. Non-United States regulation could lead to the same types of changes and outcomes described above with respect to United States regulation, and any of these outcomes would negatively affect the value of the Common Stock and/or cause the Company Parties to cease operations.

(e) Offering Materials and Other Information.

(i) The Purchaser acknowledges that, as of the date hereof: (a) Purchaser is aware that the Company is subject to all the risks incident to the creation and development of a new business, (b) Purchaser is or was aware that there are tax and economic variables and risks that could adversely affect investment in the Company, (c) Purchaser, or Purchaser’s business, tax, and legal advisers, if any, have reviewed the documents and information relating to an investment in the Company and have advised Purchaser as to the merits and risks of such investment, (d) Purchaser, or Purchaser’s advisers, have had ready access to any and all of the Company’s documents, financial information, books and records, which the Purchaser deems relevant to the purchase of the Common Stock (the “**Company Documents**”) and no requested information, oral or written, has been withheld, (e) Purchaser has read and understands the contents of the Offering Circular on Form Regulation CF filed by the Company with the Securities & Exchange Commission on January 29, 2024 as amended, located at <https://www.sec.gov/Archives/edgar/data/2007806/000166516024000045/offeringmemoformc.pdf> (the “**Offering Circular**,” and sometimes together with the Company Documents, the “**Offering Materials**”), for its prior Regulation CF Offering, including, but not limited to, the Risk Factors set forth therein, (f) there have been material changes related to the Company’s financial condition and operations since the date of filing of the Offering Circular, and the Investor is not relying on the accuracy of the information included in the Offering Circular in making a decision to purchase the Securities, and (g) the Company has made available to the Purchaser, during the course of the transaction, the opportunity to ask questions of, and receive answers from, the Company or any person acting on its behalf concerning the terms and conditions of the offering of the Common Stock and the Company, and to obtain any additional information, to the extent the Company possesses such information or can acquire it without unreasonable effort or expense.

(ii) The Purchaser acknowledges that in making a decision to purchase the Common Stock, the Purchaser has relied solely upon this Agreement and the other Offering Materials and independent investigations made by the Purchaser. The Purchaser is not relying and may not rely on any other marketing materials or any oral statements made by the Company or any of its representatives for purposes of making a decision to purchase the Common Stock. The Purchaser is also not relying on the Company Parties with respect to the legal, tax and other economic factors involved in this purchase and understands that it is solely responsible for reviewing the legal, tax and other economic considerations involved with purchasing the Common Stock with its own legal, tax and other advisers.

(iii) The Purchaser understands that it is solely responsible for reviewing this Agreement and the other Offering Materials and, to the extent he, she or it believes necessary, for discussing with counsel the representations, warranties, covenants and agreements that the Purchaser is making in this Agreement. The Purchaser understands that Alliance Legal Partners, Inc., acts as counsel only to the Company and does not represent the Purchaser or any other person by reason of purchasing the Common Stock.

(iv) Neither the Company nor anyone on its behalf has made any representations (whether written or oral) to the Purchaser (A) regarding the future value of the Common Stock or (B) that the past business performance and experience of the Company Parties will in any way predict the current or future value of the Common Stock.

(v) Certain investors may negotiate alternative terms for their purchase of the Common Stock, or the Company may sell preferred stock or other securities to other investors that have rights and preferences senior to those of the Common Stock. The Company is under no obligation to amend and restate this Subscription Agreement based on subsequent agreements executed with the Company on different terms or to notify investors of any alternative terms, including any that may be more favorable for certain investors.

(f) Rule 506(d) of Regulation D. The Purchaser is not subject to an event specified in Rule 506(d)(1) of the Act (“**Disqualifying Event**”), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the Act. If the Purchaser becomes subject to a Disqualifying Event at any date after the date of this Agreement, the Purchaser agrees and covenants to use his, her or its best efforts to coordinate with the Company to (A) provide documentation as reasonably requested by the Company related to any Disqualifying Event and (B) implement a remedy to address the Purchaser’s changed circumstances so that the changed circumstances will not affect in any way the Company’s ongoing and/or future reliance on an exemption under the Act provided by Rule 506 of Regulation D. At the discretion of the Company, its remedies may include, without limitation, the transfer or sale of the Common Stock. The Company may periodically request assurance that the Purchaser has not become subject to a Disqualifying Event at any time, and the Company shall understand and deem the failure by the Purchaser to respond in writing to any requests to be an affirmation and restatement of the representations, warranties, agreements and covenants in this Section.

(g) Tax Information. By executing this Agreement, the Purchaser understands and acknowledges that (A) the Company (or any other Company Party) may be required to provide the identities of the Purchaser’s direct and indirect beneficial owners to a governmental entity, and (B) the Purchaser hereby waives any provision of law and/or regulation of any jurisdiction that would, absent a waiver, prevent the Company from compliance with the foregoing and otherwise with applicable law as described in this Section.

4. *Indemnification.*

(a) Indemnification. PLEASE READ THIS INDEMNIFICATION PROVISION CAREFULLY BECAUSE IT LIMITS A PURCHASER'S ABILITY TO SEEK RELIEF FROM AN INDEMNIFIED PARTY. The Purchaser acknowledges that he, she or it understands the meaning and legal consequences of the representations and warranties contained in this Agreement and, except as otherwise agreed to in writing with the Company, hereby agrees to indemnify, defend and hold harmless the Company Parties, and each other person, if any, who controls, is controlled by, or is under common control with any of the foregoing (each, an "**Indemnified Party**") from and against any and all loss, claim, damage, liability or expense whatsoever (including reasonable attorneys' fees and disbursements) due to or arising out of or based upon (i) any inaccurate representation or warranty made by the Purchaser, or breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser in this Agreement (including the Purchaser's tax forms) or in any other document furnished by the Purchaser to any of the foregoing in connection with the transactions provided for hereunder, (ii) any action instituted by or on behalf of the Purchaser against an Indemnified Party that is finally resolved by judgment against the Purchaser or in favor of an Indemnified Party, or (iii) any taxes (other than any net income taxes of the Company) that result from the delivery of Common Stock to the Purchaser or the ownership of Common Stock.

(b) Third-Party Beneficiaries. Each Indemnified Party is an intended third-party beneficiary of this Agreement. The remedies provided in this Section shall be cumulative and shall not preclude the assertion by any Indemnified Party of any other rights or the seeking of any other remedies against the Purchaser.

(c) No Waiver. Notwithstanding the foregoing, nothing contained in this Agreement shall constitute a waiver by the Purchaser of any of his, her or its legal rights under applicable U.S. federal securities and commodities laws or any other laws whose applicability is not permitted to be contractually waived.

5. Limitation of Liability. PLEASE READ SECTIONS 5(a), 5(b), AND 5(c) OF THIS AGREEMENT CAREFULLY BECAUSE THEY LIMIT THE SCOPE OF THE COMPANY'S LIABILITY IN CONNECTION WITH THIS AGREEMENT.

(a) Limitation of Liability. To the fullest extent permitted by applicable law: (i) in no event will the Company or any of the Company Parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to this Agreement, the Common Stock or the sale of the Common Stock, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of these damages and regardless of whether these damages were foreseeable); and (ii) in no event will the aggregate liability of the Company and the Company Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms exceed the amount the Purchaser pays to the Company for the Common Stock.

(b) Exceptions. The limitations set forth in this Section will not limit or exclude liability for the gross negligence, fraud or intentional or willful misconduct of the Company.

(c) Other Jurisdictions. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to the Purchaser.

6. *Dispute Resolution & Arbitration.* PLEASE READ THIS SECTION 6 CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO THE PURCHASERS LOCATED, RESIDENT OR DOMICILED IN THE UNITED STATES. IF THE PURCHASER IS LOCATED, RESIDENT OR DOMICILED IN THE UNITED STATES, THIS SECTION 6 REQUIRES THE PURCHASER TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH A PURCHASER CAN SEEK RELIEF FROM THE COMPANY.

(a) Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either party hereto seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, the Purchaser and the Company (i) waive the Purchaser’s and the Company’s respective rights to have any and all Disputes arising from or related to the terms of this Agreement or the other Offering Materials (the “**Terms**”) resolved in a court, and (ii) waive the Purchaser’s and the Company’s respective rights to a jury trial. Instead, the Purchaser and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) No Class Arbitrations, Class Actions, or Representative Actions. Any Dispute arising out of or related to the Terms is personal to the Purchaser and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) Federal Arbitration Act. The Terms affect interstate commerce and the enforceability of this Section will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “**FAA**”), to the maximum extent permitted by applicable law.

(d) Notice. Each party hereto will notify the other party in writing of any Dispute within 30 days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by electronic mail to the Company as set forth on the signature page hereof. Notice to the Purchaser shall be by electronic mail as set forth on the signature page hereof or to the then-current email address in the Purchaser’s account. The Purchaser’s notice must include (i) the Purchaser’s name, postal address, email address, and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that the Purchaser is seeking. If the Purchaser and the Company cannot agree how to resolve the Dispute within 30 days after the date notice is received by the applicable party, then either the Purchaser or the Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for in Section 6(a), file a claim in court.

(e) Process. Any arbitration will occur in Los Angeles County, California. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“**JAMS**”), which are hereby incorporated by reference. The state and federal courts located in Pinellas County, Florida, will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. The Purchaser may also litigate a Dispute in the small claims court located in the jurisdiction where the Purchaser resides if the Dispute meets the requirements to be heard in small claims court.

(f) Authority of Arbitrator. As limited by the FAA, the Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by the Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

(g) Rules of JAMS. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by the Terms, the Purchaser either (i) acknowledges and agrees that the Purchaser has read and understands the rules of JAMS, or (ii) waives its opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

(h) Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this Section is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section will remain valid and enforceable. Further, the waivers set forth in Section 6(b) are severable from the other provisions of the Terms and will remain valid and enforceable, except as prohibited by applicable law.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between and understanding of the parties hereto relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them.

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

(c) Notices and Electronic Delivery; Privacy Policy. Any notice required or permitted by this Agreement will be deemed sufficient when sent by electronic mail to the relevant address listed on the signature page, as subsequently modified by written notice. The Company Parties, each at his, her or its sole and absolute discretion, may provide any notices or other communications given or made to the Purchaser and deliver to the Purchaser (or the Purchaser's designated agents) privacy statements, financial information (audited or otherwise), reports and other communications relating to any Company Party or otherwise relating to this Agreement (collectively, "Disclosures") in electronic form, such as via email or posting to a password protected website. The Company Parties will send emails to the email address that the Purchaser has included on the signature page hereto. If an email notification is undeliverable, delivery of the notice is not required to be made to the Purchaser's postal mail address of record except as otherwise required by law. When permitted by law, the Company Parties reserve the right to post communications on their respective websites without providing notice to the Purchaser. The Purchaser agrees that all Disclosures provided to the Purchaser via email notification or the Company's website will be deemed to have been good and effective delivery to the Purchaser when sent or posted, regardless of whether the Purchaser actually or timely receives or accesses the email or posted notification. By signing this Agreement, the Purchaser consents to electronic delivery as described herein, unless and until the Purchaser revokes his, her or its consent and/or waiver in writing to the Company. The Purchaser acknowledges that email messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. The Purchaser also

acknowledges that an email from a Company Party may be accessed by recipients other than the Purchaser and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. The Purchaser understands that if he, she or it has any doubts about the authenticity of an email purportedly sent by the Company Parties, the Purchaser should contact the purported sender immediately. The Purchaser agrees to be bound by any affirmation, assent or agreement that the Purchaser transmits to the Company or its affiliates by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent the Purchaser gives to receive communications from the Company or any of its affiliates solely through electronic transmission. The Purchaser agrees that when the Purchaser clicks on an "I Agree," "I Consent," or other similarly worded button or entry field with his, her or its mouse, keystroke or other device, his, her or its agreement or consent will be legally binding and enforceable against him, her or it and will be the legal equivalent of the Purchaser's handwritten signature on an agreement that is printed on paper. The Purchaser agrees that the Company and any of its affiliates may send the Purchaser electronic copies of any and all communications associated with this Agreement.

(d) Uncertificated Shares; Consent to Electronic Communications. The Purchaser acknowledges that the Company is authorized to issue uncertificated shares, and the Purchaser hereby waives the Purchaser's right to receive a stock certificate representing the Common Stock and consents and agrees to the issuance of uncertificated shares. Any consent, approval, meeting notice or other communication from the Company to the Purchaser, as a securities holder of the Company, may be provided to the Purchaser by electronic mail or any other commercially acceptable means of electronic communication. In addition, the receipt of any consent, approval or proxy from the undersigned, by electronic mail or other commercially acceptable means of electronic communication, shall be deemed signed by such shareholder and valid for all purposes.

(e) Assignment. Neither this Agreement nor the rights contained herein may be assigned in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party; provided, however, that the Company may assign this Agreement in whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company's domicile, a merger of the Company with and into another entity or a sale of all or substantially all of the assets of the Company.

(f) No Partnership. Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other cooperative entity between any of the parties. Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, either party the agent of the other party for any purpose. No party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other party.

(g) Attorneys' Fees. If any party institutes any legal suit, action, or proceeding, including arbitration, against the other party arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by that party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

(h) Governing Law; Consent to Jurisdiction; Venue and Service of Process. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES, NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY PARTY. To the extent permissible under applicable law, the Purchaser hereby irrevocably agrees that any suit, action or proceeding ("**Action**") with respect to this Agreement shall be resolved,

whether by arbitration or otherwise, within San Francisco County, California. Accordingly, the parties hereto consent and submit to the exclusive jurisdiction of the federal and state courts and any applicable arbitral body located within San Francisco County, California. The Purchaser agrees and consents that service of process as provided by U.S. federal and Delaware law may be made upon the Purchaser in any Action and may not as a result claim that any Action has been brought in an inconvenient forum.

(i) Headings. Sections and other headings contained in this Agreement are for reference only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement.

(j) Survival. The representations and warranties of the Purchaser in, and the other provisions of, this Agreement shall survive the execution, delivery expiration or termination of this Agreement.

(k) Severability. If any one or more of the 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 if any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in that event, those provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(l) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

(m) Electronic Signature. This Agreement will be executed with an electronic signature verified by the receipt of subscription and upon receipt of funds.