
# *eVERTIPORTS* INTERNATIONAL CORPORATION

## PRIVATE PLACEMENT OFFERING

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**6,800,000 SHARES**
**CLASS A-1 COMMON STOCK**
**WITH ATTACHED PENNY WARRANTS TO PURCHASE**
**3,000,000 SHARES**
**CLASS A-1 COMMON STOCK**

**MINIMUM INITIAL SUBSCRIPTION:**

**$50,000 FOR 1 UNIT**
**CONSISTING OF**
**100,000 ISSUED SHARES AND 44,117 WARRANT SHARES**

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## SUBSCRIPTION BOOKLET

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This Subscription Booklet is delivered on a confidential basis to the above recipient for its sole use. Only individuals and entities (including grantor trusts and IRA accounts) who are "U.S. Persons" under U.S. Department of the Treasury Regulations Relating to Money and Finance, and who are "accredited investors" under Regulation D of the U.S. Securities and Exchange Commission, are eligible to receive this Subscription Booklet and participate in the Offering.

The date of this Subscription Booklet is **July 15, 2025**.

## *eVERTIPORTS* INTERNATIONAL CORPORATION

### — Cautionary Notices —

THE SHARES OF CLASS A-1 COMMON STOCK AND THE ACCOMPANYING PENNY WARRANTS EXERCISABLE FOR THE PURCHASE OF ADDITIONAL SHARES OF CLASS A-1 COMMON STOCK IN ACCORDANCE WITH THE TERMS OF SUCH PENNY WARRANTS (THE "OFFERED SECURITIES") ARE BEING OFFERED AND SOLD IN THIS OFFERING WITHOUT REGISTRATION OR QUALIFICATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND THE RULES, REGULATIONS AND ORDERS PROMULGATED THEREUNDER BY THE U.S. SECURITIES AND EXCHANGE COMMISSION ("SEC") OR ANY OTHER SECURITIES LAWS OF THE UNITED STATES OR ANY STATE, TERRITORY OR POSSESSION OF THE UNITED STATES AND THE RULES, REGULATIONS AND ORDERS PROMULGATED UNDER SUCH OTHER SECURITIES LAWS IN SUCH JURISDICTIONS (COLLECTIVELY, "SECURITIES LAWS") THAT ARE OR MAY BECOME APPLICABLE IN THE OFFERING. NEITHER THE SEC NOR ANY OTHER SECURITIES AGENCY, COMMISSION OR THE LIKE IN SUCH JURISDICTIONS HAS APPROVED OR DISAPPROVED OF THE OFFERED SECURITIES, OR PASSED UPON OR ENDORSED THE ADEQUACY OR ACCURACY OF ANY OFFERING DOCUMENTS AND/OR THE MERITS AND RISKS OF THE OFFERING. ANY STATEMENT TO THE CONTRARY IS A PROSECUTABLE CRIMINAL OFFENSE.

SUBSCRIBERS WHOSE SUBSCRIPTIONS ARE ACCEPTED BY THE COMPANY WILL BE LEGALLY BOUND BY THE TERMS OF DOCUMENTS PERTAINING TO THE COMPANY AND THE OFFERING THAT IMPOSE SUBSTANTIAL RESTRICTIONS, LIMITATIONS AND CONDITIONS ON RESALE AND TRANSFERABILITY OF THE OFFERED SECURITIES FOLLOWING THEIR ISSUANCE. FURTHER, AS HOLDERS OF "RESTRICTED SECURITIES," SUCH PERSONS WILL BE SUBJECT TO REGULATORY RESTRICTIONS ON RESALE AND TRANSFERABILITY MANDATED BY APPLICABLE SECURITIES LAWS. ACCORDINGLY, AFTER ISSUANCE THE OFFERED SECURITIES MAY NOT BE RESOLD OR TRANSFERRED EXCEPT IN COMPLIANCE WITH SUCH SECURITIES LAWS, AND ONLY AS AND TO THE EXTENT PERMITTED BY THE TERMS OF SUCH LEGAL DOCUMENTS. EACH CERTIFICATE FOR THE CLASS A-1 COMMON STOCK, AND THE FACE PAGE OF EACH PENNY WARRANT, WILL BEAR A CONSPICUOUS LEGEND ALERTING PROSPECTIVE PURCHASERS OR TRANSFEREES TO THE EXISTENCE OF ALL SUCH RESTRICTIONS, LIMITATIONS AND CONDITIONS AND PROVIDING A MEANS FOR OBTAINING RELEVANT GUIDANCE WITH RESPECT THERETO.

THERE IS NO ESTABLISHED PUBLIC TRADING MARKET FOR THE OFFERED SECURITIES, AND THE COMPANY DOES NOT EXPECT ANY SUCH MARKET TO DEVELOP. IN ADDITION, WE DO NOT INTEND TO APPLY FOR THE LISTING OF THE SECURITIES ON ANY NATIONAL SECURITIES EXCHANGE OR OTHER NATIONALLY RECOGNIZED QUOTATION OR TRADING SYSTEM. WITHOUT ACTIVE DEMAND FOR THE OFFERED SECURITIES IN A PUBLIC TRADING MARKET, LIQUIDITY OPPORTUNITIES FOR THE OFFERED SECURITIES WILL BE EXTREMELY LIMITED. IN VIEW OF THESE AND OTHER FACTORS, EACH SUBSCRIBER MUST BE WILLING TO BEAR, ON ITS OWN AND FOR AN INDEFINITE PERIOD, THE FINANCIAL RISKS ASSOCIATED WITH OWNING THE OFFERED SECURITIES, INCLUDING THE RISK OF A COMPLETE LOSS OF INVESTED FUNDS.

**YOU SHOULD NOT PURCHASE THE OFFERED SECURITIES IN THE BELIEF THAT YOU WILL BE ABLE TO SELL OR TRANSFER ANY OF SUCH SECURITIES QUICKLY, EASILY, OR FOR ANY VALUE. YOU WILL NEED OTHER MEANS OF GENERATING LIQUIDITY IF NECESSITATED BY CHANGES IN YOUR FINANCIAL SITUATION AFTER YOU SUBMIT AN IRREVOCABLE SUBSCRIPTION.**

IN MAKING AN INVESTMENT DECISION, EACH SUBSCRIBER MUST RELY ON ITS OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE INFORMATION PRESENTED IN THIS SUBSCRIPTION BOOKLET IS NEITHER INTENDED BY THE COMPANY NOR SHALL IT BE CONSTRUED AS CONTAINING LEGAL, TAX OR FINANCIAL ADVICE. EACH SUBSCRIBER IS URGED TO CONSULT WITH ITS OWN LEGAL, TAX AND OTHER PROFESSIONALS REGARDING THE POTENTIAL CONSEQUENCES TO SUBSCRIBER OF PARTICIPATING IN THE OFFERING.

NO PERSON HAS BEEN AUTHORIZED TO UTTER OR PUBLISH ANY STATEMENT OR REPRESENTATION, OR OTHERWISE PROVIDE OR DISCLOSE ANY INFORMATION WITH RESPECT TO OFFERING, EXCEPT FOR THE INFORMATION CONTAINED HEREIN AND IN THE OTHER OFFERING DOCUMENTS.

IN ACCORDANCE WITH RULE 502(b)(2)(v), THE COMPANY WILL MAKE AVAILABLE TO EACH RECIPIENT, AT A REASONABLE TIME PRIOR TO THE PURCHASE OF THE OFFERED SECURITIES, THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM EXECUTIVE OFFICERS IDENTIFIED BY THE COMPANY AS BEING AUTHORIZED TO SPEAK ON BEHALF OF THE COMPANY DURING THE OFFERING CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, AND TO OBTAIN ANY ADDITIONAL INFORMATION WHICH THE COMPANY POSSESSES OR CAN ACQUIRE WITHOUT UNREASONABLE EFFORT OR EXPENSE THAT IS NECESSARY TO VERIFY THE ACCURACY OF ANY ITEM OF INFORMATION FURNISHED BY THE COMPANY IN THE OFFERING.

**YOU ARE STRONGLY ENCOURAGED TO QUESTION THE AUTHORIZED EXECUTIVE OFFICERS ABOUT THE COMPANY AND THE OFFERING, AND TO WITHHOLD MAKING YOUR INVESTMENT DECISION UNTIL YOU ARE SATISFIED WITH THE RESPONSES YOU RECEIVE.**

STATEMENTS IN THIS BOOKLET ARE MADE AS OF THE DATE ON THE COVER PAGE HEREOF, UNLESS A DIFFERENT DATE IS EXPRESSLY INDICATED FOR A SPECIFIC TERM OR PROVISION. NOTHING IN THIS BOOKLET SHALL UNDER ANY CIRCUMSTANCES CONSTITUTE A REPRESENTATION THAT ANY STATEMENTS ARE OR WOULD BE TRUE OR ACCURATE AS OF ANY DIFFERENT DATE OR TIME.

THIS BOOKLET MAY BE USED ONLY BY THE RECIPIENT IDENTIFIED ON THE COVER PAGE HEREOF AND PERSONS WHO WILL BE ADVISING THE RECIPIENT ON MAKING AN INVESTMENT DECISION REGARDING THE OFFERING. THIS BOOKLET AND THE OTHER OFFERING DOCUMENTS CONTAIN CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION OF SUBSTANTIAL VALUE TO THE COMPANY, AND MAY NOT BE USED OR REPRODUCED FOR ANY OTHER PURPOSE OR FOR ANY PERSON OTHER THAN THE RECIPIENT AND SUCH ADVISER(S), NOR MAY ANY OFFERING DOCUMENTS AND/OR CONTENTS THEREOF BE RELEASED OR DISCLOSED BY THE RECIPIENT AND/OR SUCH ADVISER(S) WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW.

WE ARE OFFERING TO SELL, AND SEEKING OFFERS TO BUY THE OFFERED SECURITIES ONLY IN JURISDICTIONS WHERE SUCH OFFERS AND SALES ARE PERMITTED. THE DELIVERY OF THIS BOOKLET AND THE OFFERING DOCUMENTS, AND THE OFFERING OF THE OFFERED SECURITIES IN CERTAIN JURISDICTIONS, MAY BE RESTRICTED BY LAW. THIS BOOKLET AND THE OFFERING DOCUMENTS DO NOT CONSTITUTE, AND MAY NOT BE USED IN CONNECTION WITH, AN OFFER TO SELL, OR SOLICITATION OF AN OFFER TO BUY, THE OFFERED SECURITIES BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER OR SOLICITATION.

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**BY ACCEPTING THIS BOOKLET, EACH RECIPIENT ACKNOWLEDGES AND AGREES TO BE BOUND BY THE FOREGOING TERMS, WHETHER OR NOT SUCH RECIPIENT SUBMITS A SUBSCRIPTION TO PURCHASE ANY OFFERED SECURITIES.**

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TO PROTECT THE INTEGRITY AND VALUE OF THE INTELLECTUAL PROPERTY, PROPRIETARY AND TRADE SECRET INFORMATION PERTAINING TO OUR BUSINESS, AND TO FACILITATE OUR ABILITY TO ENGAGE IN FULSOME AND TRANSPARENT COMMUNICATIONS WITH PROSPECTIVE INVESTORS, WE ARE REQUIRING THAT PERSONS INTERESTED IN RECEIVING OUR DETAILED OFFERING DOCUMENTS FIRST SIGN AND RETURN OUR STANDARD CONFIDENTIALITY AGREEMENT. IF YOU HAVE NOT DONE SO, PLEASE CONTACT US AT JBARNES@E-VERTIPORTS.COM OR BY CELL AT 860.655.5325.

# *eVERTIPORTS* INTERNATIONAL CORPORATION

## — Founder's Message —


Thank you very much for your interest in *eVERTIPORTS* International Corporation!

Before you embark on the process of reviewing our Offering Documents and deciding whether to subscribe for an equity ownership stake in our exciting young venture, I wanted to take a brief moment to raise some important themes that I would ask you to keep in mind in your decision-making process.

We have structured this Offering so that only "U.S. Persons" who satisfy the requirements for "accredited investors" under Rule 501(a) of Regulation D of the Securities Act of 1933 are eligible to participate. As you likely know, the U.S. Securities and Exchange Commission ("SEC") presumes that, due to their higher levels of recurring annual income or net assets in comparison to non-accredited "retail" investors, accredited investors have a degree of knowledge and sophistication about investing that justifies substantially relaxing the otherwise applicable detailed disclosure rules when it comes to evaluating exempt unregistered securities offerings. That means a company like ours looking to raise investment capital only from accredited investors like you through what the SEC calls a Regulation D Rule 506(b) exempt private offering of securities - as we are doing in this Offering of our Class A-1 Common Stock and Penny Warrants – has wide latitude in deciding what information we provide about the Offering and the terms of the Offered Securities and how and when we provide it to you.

Even with this flexibility, however, the securities laws and the SEC mandate that we must be truthful and complete about what information we disclose, and that in doing so we do not misstate or omit any "material" facts – meaning facts that a reasonable investor would be substantially likely to find highly important in making an investment decision about the Offering and which, had such facts been stated accurately or not omitted, would have significantly altered the total mix or mosaic of information that was available when making the investment decision. The SEC calls this the "anti-fraud rule" and it applies to everything we provide you in the Offering.

In a recent Investor Bulletin[1], the SEC identified the following "important risk considerations" for prospective investors to take into account when considering whether or not to invest in a company through a private placement, and they are worth paraphrasing and bringing to your attention now.

[1] Available at *https://www.sec.gov/oiea/investor-alerts-and-bulletins/private-placements-under-regulation-d-investor-bulletin* (Aug. 17, 2022; updated Jan. 11, 2023. Accessed May 30, 2024.)

- ***Ability to weather a total loss***. Companies engaging in private placements may be early stage and high risk. You should be able to afford the increased risk of loss with such investments, including the potential of a total loss.

- ***Illiquid investment.*** Unlike an investment purchased on a stock exchange, an investment in a private placement is highly illiquid. You will mostly likely be investing in restricted securities,[2] may have difficulty finding a buyer for the securities if and when you are permitted to resell them and, as a result, you may need to hold the securities indefinitely.

- ***Limited disclosure.*** Companies engaging in private placements are not required to provide the disclosure that would be required in a registered offering. You may have less information to make an informed investment decision than, for example, stock purchased on a stock exchange, including information that may help you determine whether the price asked for the investment is a fair price.

As seasoned entrepreneurs, professionals and early-stage investors ourselves, my management team and I are confident that our Offering Documents provide an accurate mosaic of information about our emerging industry, our nascent business, the strengths, weaknesses, opportunities and challenges we face, and the few known and many more unknown risks that we currently feel would be (if they were to materialize) the most critical obstacles to achieving our forecasts and projections and, by extension, a positive disposition of your investment should you decide to submit a Subscription and participate in the Offering.

The last point I would like to emphasize is this: if you do decide to invest you will be a *passive* investor – meaning the success or failure of the Company will be almost completely outside of your ability to actively influence or control; and along the way, if changes in your circumstances were to result in an increased need for cash, the non-transferable and illiquid nature of the "restricted securities" you would have received by participating in the Offering means you would have little – if any – ability to sell all or part of your stake to someone else for value. To put it another way: if you purchase the Offered Securities you will be on this journey with us for the long haul.

In closing, my team and I are extremely grateful for your interest in *eVERTIPORTS* … and if you do choose to invest, we promise to treat you with candor, respect and professionalism as we aggressively pursue this evolutionary era of environmentally sustainable Urban Air Mobility.

Sincerely,

Jim Barnes
Founder, Chairman & CEO

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[2] Under SEC rules, "restricted securities" are securities acquired directly or indirectly in an unregistered, private sale from the issuing company (or from an affiliate) in a transaction or series of transactions that do not involve a public offering. The Offered Securities will be considered restricted securities acquired in a Rule 506(b) private placement and thus will not be eligible for resale until you have owned them for a 12 month holding period. To help ensure that prospective transferees are aware of this status, the stock certificates and Penny Warrants you receive will bear a conspicuous legend stating, for example, that the holder of record or beneficial owner may not resell them in the public marketplace unless the sale is exempt from registration, and/or other conditions we impose (such as obtaining an acceptable legal opinion regarding the availability of an exemption for such transfer or resale) have been satisfied. Agreements you sign at the Closing will impose additional conditions on transferability, such as by granting rights of first refusal to existing shareholders and/or other pre-sale requirements that would further limit the transferability of the Offered Securities even after the applicable holding period has been cleared, These contractual rights and conditions will also be referenced in the legend and will have the effect of further diminishing your ability to transfer the Offered Securities – important factors which should be carefully considered as you make your investment decision.

# *eVERTIPORTS* INTERNATIONAL CORPORATION

## — Subscription Instructions —

Each natural person (an "**Individual Subscriber**") or entity (including grantor trusts and IRA accounts) (an "**Entity Subscriber**") interested in investing in the Company by purchasing the Offered Securities must follow the process described below. Failure to fulfill these requirements may result in the Company declining to accept the Subscription. The Company reserves the right to accept, modify, or decline Subscriptions from eligible Subscribers in its sole and absolute discretion.

***Organization of this Booklet.***

This Subscription Booklet (the "Booklet") is divided into two main Parts, each of which contains documents for you to review and compete, items for you to provide, and actions you will need to take:

Part I: Confidential Subscriber Questionnaires

Includes:

- Accredited Investor Certification
- Privacy Policy

Part II: Subscription Agreement

Includes:

- Subscription Declaration
- Payment Origination Certification
- Omnibus Signature Pages
- Form of Determination Notice
- Form of Acceptance and Confirmation Statement
- Pro forma Capitalization Tables
- Dispute Management Rules

***Submitting Your Booklet***.

You may submit the Confidential Subscriber Questionnaire and Subscription Agreement, in each case completed and signed by each person participating in submitting the Subscription as an Individual Subscriber or Entity Subscriber as applicable, with all appendices, identification and tax information, to the Company by the following means:

- Email a scanned signed copy or execute using your DocuSign account to info@e-vertiports.com

Your Subscription will be deemed to have been accepted on the date (referred to in the Subscription Agreement as the "Submission Date") on which the Company confirms the Subscription Booklet has been properly completed and the Subscription Funds have cleared the Subscription Funds Account.

***Transmitting Your Subscription Funds***.

Subscription Funds may be paid only by wire transfer of immediately available U.S. dollar denominated funds in accordance with the following bank instructions for credit on the same Business Day on which you submit the Subscription Booklet:

| | |
|---|---|
| Bank Name: | JPMorgan Chase Bank, N.A. |
| Branch Address: | 270 Park Avenue |
| | New York, NY 10020 |
| ABA/Routing No.: | 021000021 |
| Account Name: | *eVERTIPORTS* International Corporation |
| Account No.: | 5077392522 |
| Reference: | Class A-1 Common Stock Subscription |

The Subscription Funds Account is a separate corporate treasury account owned and maintained by the Company but segregated from all other operating bank accounts. It has been established solely for the purpose of receiving Subscription Funds in accordance with the Subscription Agreement. There is no third party escrow account or independent escrow agent involved in this Offering.

Please carefully read all documents and instructions. Questions related to these instructions or any other aspects of the Offering should be directed to Jim Barnes, Founder, Chairman & CEO, at 860.655.5325 or jbarnes@e-vertiports.com.

* * *

***Guidance for Completing Specific Items.***

Part I: Confidential Subscriber Questionnaire ("CSQ")

- There are separate versions of the CSQ for persons submitting a Subscription (or participating with others in submitting a Subscription) as an Individual Subscriber and those subscribing as an Entity Subscriber.
- Each version of the CSQ includes versions of the "Accredited Investor Certification" that must be completed for the corresponding Subscriber type.
- An Individual Subscriber can personally complete and sign the CSQ and make the Accredited Investor Certification, or authorize another individual who must provide the required identifying information.
- An Entity Subscriber must have an officer or other authorized person complete and sign the CSQ and make the Accredited Investor Certification on behalf of the Entity.

Identification Documents

- Subscribers and authorized persons (including those signing on behalf of an Entity Subscriber) must provide documentary proof of identity.
- Individual Subscribers (and authorized persons) may provide a photocopy of an unexpired passport or government-issued license or ID card showing a current residence address.
- Entity Subscribers must provide copies of relevant organic documents applicable to the Entity type, as indicated at the beginning of the Entity Subscriber CSQ.

Tax Information

- Each Subscriber must complete and include an IRS Form W-9 for use by the Company in confirming the U.S. taxpayer ID number.
- A fillable PDF of IRS Form W-9 may be accessed and downloaded from the IRS website by clicking here.

Part II: Subscription Agreement

- A *single Subscription Agreement* is required regardless of the number of persons contributing a portion of the Subscription Funds and participating in submitting the Subscription.
- Each person participating with others in submitting a Subscription must sign the Subscription Agreement in accordance with its Subscriber type (Individual or Entity).

Subscription Declaration

- Fill in the blank space with the total Subscription Funds being invested by all persons participating in submitting the Subscription.
- Indicate the correct co-ownership status information if more than one Subscriber is submitting the Subscription
- Indicate the exact legal name of the holder of record of the Offered Securities issued pursuant to the Subscription. The record holder name will appear on all stock certificates and the Penny Warrant, and in the stock register and other Company books and records.

Payment Origination Certification

- Provide the requested information on the bank account from which the Subscription Funds are delivered and the source activity that gave rise to those funds in that account.

Omnibus Signature Pages

- There are separate versions for Individual Subscribers and Entity Subscribers.
- Each person submitting a Subscription (or participating with others in submitting a Subscription) must sign an Omnibus Signature Page.
- The Omnibus Signature Pages will be countersigned by the Company and, in accordance with a special limited power of attorney granted to the Company in the Subscription Agreement, will be attached to and constitute the definitive signature page to each Transaction Document.

Acceptance and Confirmation Statement

- This item does not require any signature or action from Subscribers.
- It serves as both the Company signature page memorializing acceptance of the Subscription Agreement and as the statement confirming the number of Offered Securities that will be allocated to the Subscription based on such acceptance.

# *eVERTIPORTS* INTERNATIONAL CORPORATION

## -- Confidential Subscriber Questionnaires --

Each person submitting a Subscription (or participating with others in submitting a Subscription) for the Offered Securities as an Individual Subscriber or an Entity Subscriber is required to fully and truthfully complete and submit the version of this Confidential Subscriber Questionnaire (the "**Questionnaire**" or "**CSQ**") applicable to such Subscriber. Submission of the Questionnaire and fulfillment of the other requirements set forth in the Instructions section of this Booklet are conditions precedent to the Company's obligation to review the Subscription.

There are two versions of the Questionnaire: one for natural persons who are subscribing by themselves or with others and who will own the Offered Securities in their personal legal capacity ("**Individual Subscribers**"), and the other for legal entities (including grantor trusts and IRA accounts) that are subscribing for and will own the Offered Securities in a non-individual legal capacity ("**Entity Subscribers**"). Each version of the Questionnaire includes a version of an "Accredited Investor Certification" applicable to the Subscriber type.

**Each Subscriber must complete the version of the CSQ and corresponding Accredited Investor Certification applicable to it as an "Individual Subscriber" or an "Entity Subscriber."**

In accordance with the "*eVERTIPORTS* International Corporation Privacy Policy" that follows the Questionnaire, the Company will use industry standard measures to keep strictly confidential and protect from unauthorized access or disclosure all non-public information provided by Subscribers. Please note, however, that this commitment does not limit or prevent the Company from sharing information pertaining to Subscribers in certain circumstances, as described therein.

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# PART I:
# CONFIDENTIAL SUBSCRIBER QUESTIONNAIRES

Including:

- Accredited Investor Certifications
- Privacy Policy

Confidential Subscriber Questionnaire
**- Individual Subscribers -**

***Please provide all information requested in this Questionnaire.***
***Sign and return in the manner specified in the Subscription Instructions to the Subscription Booklet.***

- **Personal Profile**

Legal Name of Individual Subscriber: _____

Residence Address: _____

_____

Mailing Address: _____

_____

Social Security Number: _____

Date of Birth: _____

State of Legal Residence: _____

Highest Degree: ___ High School ___ 2-yr College ___ 4-yr College ___ M./Ph.D.

Occupation: _____

Current Employer: _____

Title or Role: _____

Business Address: _____

Business Tel: _____ Years at Current Employer: _____

Professional Licenses: _____

- **Private Placement Experience**

1. Have you previously invested in a **private company** through an unregistered (exempt) private placement offering of securities?

[____] Yes [____] No

(a) **If "yes" to #1**, what was the stage/phase of the business (determined by the key product/service being pursued with the offering proceeds) of each private company whose securities you purchased in the private placements?

(*Please check all that apply.*)

[____] Start-up
[____] Product/Service concept design/proof of concept
[____] Product/Service prototype development/refinement
[____] Product/Service pre-commercialization "beta" testing
[____] Product/Service market-ready, pre-revenue
[____] Product/Service early revenue generating, pre-profit
[____] Product/Service sustained revenue generating, pre-profit

*(list continued on next page)*

[____] Product/Service early profit generating
[____] Product/Service sustained profit generating
[____] Product/Service pre-IPO
[____] Interim bridge or emergency funding (please state which stage(s) from above were applicable at the time of such funding:

_____

_____.

(b) **If "yes" to #1**, what type of securities have you owned?

(*Please check all that apply.*)

Equity Instruments:

[____] Common Stock
[____] Preferred Stock
[____] Options
[____] Warrants

Debt Instruments:

[____] Promissory Note with equity instrument
[__] *Collateralized* [__] *Unsecured*
[____] Convertible Promissory Note
[__] *Collateralized* [__] *Unsecured*

(c) **If "yes" to #1**, did any of the private placements result in a full or partial loss of your total invested funds? If so, please state the approximate percentage of such loss(es):

[____] < 10%
[____] 10% to < 25%
[____] 25% to < 50%
[____] 50% to < 75%
[____] > 75%
[____] Total loss of invested funds.

2. Knowing your financial situation as you do, in your opinion will payment of your Subscription Funds still leave you with sufficient liquidity, as of your signing date of the Subscription Agreement, to meet your ongoing obligations and to support you and your dependents at your current lifestyle level for an indefinite period of time?

[___] Yes [___] No

3. Would a complete loss of your Subscription Funds result in a different answer to question #2?

[___] Yes [___] No

- **Politically Exposed Person Status**

1. Are you a senior government, political, or military official, or an immediate family member or close associate of such person (a "**politically exposed person**")?

[___] Yes [___] No

(a) **If "yes,"** please provide the following information:

Government Name: _____

Agency/Position: _____

2. If you are an immediate family member of, or otherwise associated with, a politically exposed person, please describe your relationship:

_____

- **Accredited Investor Status**

Each Individual Subscriber must submit a copy of the Accredited Investor Certification for Individual Subscribers that follows this Questionnaire.

Accredited Investor Certification
**- Individual Subscribers -**

By checking one or more of the applicable boxes below, an Individual Subscriber is making the representations set forth therein as the basis on which it qualifies as an Accredited Investor.*

[__] 1. Subscriber is a natural person whose ***net worth***, whether measured individually or jointly with a spouse or ***spousal equivalent***, exceeds $1,000,000.

[__] 2. Subscriber is a natural person who had, in each of the two (2) most recent years:

(i) ***income*** in excess of $200,000 on an individual basis, or

(ii) ***joint income*** with a spouse or ***spousal equivalent*** in excess of $300,000;

and (under either measure) has a reasonable expectation of reaching the same level of income from all sources in the current year.

[__] 3. Subscriber is a natural person who is a director, executive officer, or general partner of the issuer of the Offered Securities, or a director, executive officer, or general partner of a general partner of that issuer.

[__] 4. Subscriber is natural person holding in good standing one or more of the following professional certifications or designations or credentials from the Financial Industry Regulatory Authority, Inc. (FINRA), an accredited educational institution designated by the SEC as qualifying the individual for accredited investor status: General Securities Representative (Series 7), Investment Adviser Representative (Series 65), or Private Securities Offerings Representative (Series 82).

[__] 5. Subscriber is a natural person who is a "knowledgeable employee" (as defined in rule 3c-5(a)(4) under the Company Act), of the issuer of the Offered Securities, where the issuer would be an investment company (as defined in section 3 of such act) but for an exclusion provided by sections 3(c)(1) or 3(c)(7) of such act.

[__] 6. Subscriber is a natural person who is a "family client" (as defined in rule 202(a)(11)(G)-1 under the Advisers Act) of a "family office" (as also defined in such rule) (i) with assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the Offered Securities, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment, and whose prospective investment as a family client is directed by such family office pursuant to clause (iii) of this paragraph.

[__] 7. Subscriber does not have a reasonable basis to make any representation above.

* Note: The SEC has provided the following guidance on the highlighted key terms used above in determining the accredited investor status of individuals:

1. The term "***net worth***" means the excess, at fair market value, of total assets over total liabilities. Net worth can include the value of other types of investments (*e.g.*, stocks, bonds, mutual funds, ETFs, options, commodities) owned by Subscriber and any spouse or spousal equivalent, and personal property (*e.g.*, furniture, jewelry, art, other valuables) owned by Subscriber and/or any spouse or spousal equivalent, whether or nor such spouse or spousal equivalent is also subscribing for the Offered Securities. The calculation of ***joint net worth*** can be based on the aggregate net worth of Subscriber and any spouse or spousal equivalent, without regard to whether particular assets were purchased jointly or, even in purchased separately, are held jointly at the time of submission of the Questionnaire.

For purposes of calculating net worth: (a) the primary residence shall not be included as an asset; (b) indebtedness that is secured by the primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (c) indebtedness that is secured by the primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

2. The term "***spousal equivalent***" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

3. The term "***income***" means adjusted gross income as reported for federal income tax purposes, increased by the following: (i) the amount of any tax exempt interest income received, (ii) the amount of losses claimed as a limited partner in a limited partnership, (iii) any deduction claimed for depletion, (iv) amounts contributed to an IRA or Keogh retirement plan, (v) alimony paid, and (vi) amounts by which income from long-term capital gains has been reduced in arriving at adjusted gross income under Section 1202 of the Internal Revenue Code of 1986, as amended.

* * *

**By submitting this Questionnaire and corresponding Accredited Investor Certification, Subscriber represents, acknowledges and agrees that (i) the information provided is accurate and complete in all material respects as of the signing date, (ii) the Company is entitled to rely upon such information fully and unconditionally, and (iii) such Subscriber will promptly notify the Company of any actual or pending change in such information that occurs, or of which Subscriber is notified or otherwise obtains knowledge, prior to the issuance of any Offered Securities to such Subscriber.**

_____

*Printed Name of Individual*

_____

*Signature*

Confidential Subscriber Questionnaire
**- Entity Subscribers -**

***Please provide all information requested in this Questionnaire.***
***Sign and return in the manner specified in the Subscription Instructions to the Subscription Booklet.***

____ Limited Liability Company (attach copy of Operating Agreement)

____ Corporation (attach copy of Articles/Certificate of Incorporation)

____ Partnership (attach copy of Partnership Agreement)

____ Grantor Trust (attach copy of Trust Agreement)

____ Other: (describe) _____

Each entity must provide a copy of the resolution(s) authorizing the officer to sign and deliver the Subscription Agreement and Transaction Documents, certified by the Secretary of such entity.

- **Entity Profile**

Legal Name of Entity Subscriber: _____

Business Address: _____

_____

Mailing Address: _____

_____

IRS Tax ID Number: _____

Date of Legal Existence: _____

State of Legal Existence: _____

Name of Authorized Officer: _____

Title or Role: _____

Tel: _____ Years with the Entity: _____

Nature of principal business conducted: _____

_____

Business licenses/registrations (type): _____

Issuing Authority: _____ First Year: _____ Latest Year: _____

Active/Current/In good standing: _____ Yes _____ No

Type of Trust: _____

Is the Trust Revocable: _____ Yes _____ No

No. of Equity Owners (shareholders, LLC members, general/limited partners, beneficiaries): _____

Each Equity Owner is an "accredited investor" _____ Yes _____ No

- **Private Placement Experience**

1. Has the entity previously invested in a **private company** through an unregistered (exempt) private placement offering of securities?

[____] Yes [____] No

(a) **If "yes" to #1**, what was the stage/phase of the business (determined by the key product/service being pursued with the offering proceeds) of each private company whose securities the entity purchased in the private placements?

(*Please check all that apply.*)

[____] Start-up
[____] Product/Service concept design/proof of concept
[____] Product/Service prototype development/refinement
[____] Product/Service pre-commercialization "beta" testing
[____] Product/Service market-ready, pre-revenue
[____] Product/Service early revenue generating, pre-profit
[____] Product/Service sustained revenue generating, pre-profit
[____] Product/Service early profit generating
[____] Product/Service sustained profit generating
[____] Product/Service pre-IPO
[____] Interim bridge or emergency funding (please state which stage(s) from above were applicable at the time of such funding:

_____

_____.

(b) **If "yes" to #1**, what type of securities has the entity owned?

(*Please check all that apply.*)

Equity Instruments:

[____] Common Stock
[____] Preferred Stock
[____] Options
[____] Warrants

Debt Instruments:

[____] Promissory Note with equity instrument
[__] *Collateralized* [__] *Unsecured*
[____] Convertible Promissory Note
[__] *Collateralized* [__] *Unsecured*

(c) **If "yes" to #1**, did any of the private placements result in a full or partial loss of the total invested funds? If so, please state the approximate percentage of such loss(es):

[____] < 10%
[____] 10% to < 25%
[____] 25% to < 50%
[____] 50% to < 75%
[____] > 75%
[____] Total loss of invested funds.

2. Knowing the financial situation of the entity, will payment of the Subscription Funds still leave it with sufficient liquidity, as of the signing date of the Subscription Agreement, to meet its ongoing obligations for an indefinite period of time?

[____] Yes [____] No

3. Would a complete loss of the Subscription Funds result in a different answer to question #2?

[____] Yes [____] No

- **Politically Exposed Person Status**

1. Is any director, officer, manager. member, general or limited partner, trustee, equity owner, beneficiary or employee of the entity a senior government, political, or military official, or an immediate family member or close associate of such person (a "**politically exposed person**")?

[___] Yes [___] No

(a) **If "yes,"** please provide the following information:

Name of Entity Individual: _____

Title/Role in the Entity: _____

Name of the Official: _____

Government Name: _____

Agency/Position: _____

Nature of the relationship between the Entity Individual and the Official:

_____

_____

- **Accredited Investor Status**

Each Entity Subscriber must submit a copy of the Accredited Investor Certification for Entity Subscribers that follows this Questionnaire.

Accredited Investor Certification
**- Entity Subscribers -**

By checking one or more of the applicable boxes below, an Entity Subscriber is making the representations set forth therein as the basis on which it qualifies as an Accredited Investor.

[__] 1. Subscriber is a bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 (the "Advisers Act") or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Advisers Act; any insurance company as defined in section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 (the "Company Act") or a business development company as defined in section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; or any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000.

[__] 2. Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and *either* all investment decisions are made by a plan fiduciary (as defined in section 3(21) of ERISA) which is a bank, savings and loan association, insurance company, or registered investment adviser, *or* such plan has total assets in excess of $5,000,000 or is a self-directed plan and all investment decisions are made solely by persons who are accredited investors.

[__] 3. Subscriber is a private business development company as defined in section 202(a)(22) of the Advisers Act.

[__] 4. Subscriber is an organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the Offered Securities, with total assets in excess of $5,000,000.

[__] 5. Subscriber is a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Offered Securities, whose purchase is directed by a sophisticated person (as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act) with such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment.

[__] 6. Subscriber is an entity in which all of the equity owners are accredited investors.

[__] 7. Subscriber is an entity of a type not listed in paragraphs (1) through (6) above, not formed for the specific purpose of acquiring the Offered Securities, owning

investments in excess of $5,000,000.

[__] 8. Subscriber is a family office (as defined in rule 202(a)(11)(G)-1 of the Advisers Act) (i) with assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the Offered Securities, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

[__] 9. Subscriber is a family client (as defined in rule 202(a)(11)(G)-1 of the Advisers Act) of a family office meeting the requirements in paragraph (8) above and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) thereof.

[__] 10. Subscriber does not have a reasonable basis to make any representation above.

* * *

**By submitting this Questionnaire and corresponding Accredited Investor Certification, Subscriber represents, acknowledges and agrees that (i) the information provided is accurate and complete in all material respects as of the signing date, (ii) the Company is entitled to rely upon such information fully and unconditionally, and (iii) such Subscriber will promptly notify the Company of any actual or pending change in such information that occurs, or of which Subscriber is notified or otherwise obtains knowledge, prior to the issuance of any Offered Securities to such Subscriber.**

_____

*Name of Entity*

By: _____

*Signature of Authorized Person*

_____

*Printed Name and Title*

## *eVERTIPORTS* INTERNATIONAL CORPORATION

## Privacy Policy

*eVERTIPORTS* International Corporation respects your right to privacy.

We know you expect us to handle and maintain sensitive financial and other nonpublic information you provide to us in a commercial appropriate and legally compliant manner. This information may be collected from you on applications or other forms arising in the subscription process for the Offering, and from transactions you engage in with us, our affiliates, or our representatives, advisors and other third parties. We may also collect information you provide when using our website or the secure cloud folder we have established for the Offering, and text files (a.k.a. "cookies") may be placed on your computer to help us to recognize you and to facilitate transactions you initiate.

We do not disclose any nonpublic personal information about you or any current or former Other Subscribers or investors to anyone, *except* as permitted or required by applicable law or as needed to fulfill our contractual obligations to you and others.

For instance, we may disclose information we collect to companies that perform services on our behalf, such as financial intermediaries that effect transactions for your account and companies that assist us in the distribution of our materials so that we may complete transactions that you have requested or authorized. These companies will use this information only for the services for which we hire them and, except as permitted by law, they are not allowed to use or share this information for any other purpose.

We utilize physical, electronic, and procedural processes to deter and prevent unauthorized access to your nonpublic information. To protect your nonpublic information internally, we allow access only by executive officers or other authorized personnel, all of whom are obligated to adhere to the following procedures:

- No nonpublic information will be given out to any unaffiliated third parties without your express written consent, except to vendors we utilize to provide services to you.
- Agreements with our vendors who provide services to you must contain clauses that limit the vendor's use of your nonpublic information to that which is strictly necessary for providing contracted services to you on our behalf.
- Nonpublic information that is maintained on computer software programs we use is protected with passwords to unlock access to the machines or the particular programs. Access is only provided to personnel with a "need to know" specific aspects of such information in furtherance of their usual and customary responsibilities. All computers are password protected and users are automatically logged out after a period of inactivity.
- Printed information is filed in appropriately designated folders, which are kept in a secured filing area that remains locked when not in use.
- The doors to access our business locations are kept locked when not in use.
- Discarded paperwork containing nonpublic information is shredded.
- Files containing your nonpublic information are either returned to the secured filing area or stored overnight in a locked desk drawer or cabinet.

- Nonpublic information that is maintained electronically will be completely erased prior to selling, transferring and/or disposing of any computer through which such information was accessed, along with any other electronic media containing such information.

We deliver this Privacy Policy to each new Subscriber and each new Holder of our Equity Securities. Our executive officers review this Privacy Policy and related procedures at least annually to ensure it remains current and accurate. If changes are made to the Privacy Policy, we will promptly send a copy of the new Privacy Policy (or a notice thereof) to each previous recipient. Our corporate secretary or designee will maintain proof of mailing in a designated file as part of the Company's books and records.

Date of last update: July 15, 2025

# PART II:
# SUBSCRIPTION AGREEMENT

Including:

- Subscription Declaration
- Payment Origination Certification
- Form of Determination Notice
- Form of Acceptance and Confirmation Statement
- Pro forma Capitalization Tables
- DMR Process

**Subscription Agreement**

TO: *eVERTIPORTS* International Corporation
1270 6th Avenue
New York, NY 10020

Ladies and Gentlemen:

The undersigned Person(s) (separately and collectively, "**Subscriber**") submit to ***eVERTIPORTS* International Corporation**, a Wyoming corporation (the "**Company**") this Subscription Agreement (the "**Agreement**") along with the appendices hereto and the other documents and items contained in or called for by that certain Subscription Booklet, dated as of July 15, 2025 (the "**Booklet**") which this Agreement accompanies (collectively, the "**Subscription Materials**"), and offer to subscribe for and purchase (i) shares of the Company's Class A-1 common stock, $0.001 par value per share (the "**Class A-1 Common Stock**") at a purchase price of $0.50 per share (the "**Offering Price**") and (ii) attached warrants (the "**Penny Warrants**") exercisable in accordance with the terms thereof for the purchase of 0.44117 shares (the "**Coverage Ratio**") of Class A-1 Common Stock (the "**Warrant Shares**") at a price of $0.001 per share (the "**Exercise Price**") for each share of Class A-1 Common Stock purchased at the Offering Price (the Class A-1 Common Stock and Penny Warrants together being referred to as the "**Offered Securities**") (the "**Subscription**"), being offered and sold by the Company in a private placement offering exempt from securities registration in reliance on Offering Memorandum 4(a)(2) of the Securities Act of 1933, as amended (the "**Securities Act**") and the exemption safe harbor provided by Rule 506(b) of Regulation D promulgated by the U.S. Securities and Exchange Commission (the "**SEC**") thereunder (the "**Offering**").

In connection herewith, reference is made to the *eVERTIPORTS* Offering Memorandum, dated as of July 15, 2025 (the "**Offering Memorandum**") and related Offering Documents (as defined in Section 12(a)) previously provided to and discussed with Subscriber. Unless otherwise indicated, capitalized terms used in this Agreement but not specifically defined have the meanings ascribed to them in the Offering Memorandum.

In furtherance of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Subscriber and the Company (each, a "**Party**" and together, the "**Parties**"), intending to be legally bound, hereby agree as follows:

**1. Subscription Process.**

(a) Subscriber agrees to subscribe for up to, but not in excess of, the dollar amount of funds (the "**Subscription Funds**") stated on the Subscription Declaration set forth at **Attachment 1** hereto as completed by Subscriber in accordance with the Subscription Instructions, and to purchase the number of Offered Securities calculated based thereon in accordance with the terms and conditions this Agreement.

(b) The Subscription will be considered properly submitted as of the Business Day (as defined in

(c) Section 10 (Notices)) (the "**Submission Date**") on which the Company has received (i) all

Subscription Materials, properly completed and signed by all Person(s) submitting the Subscription, and (ii) confirmation that all Subscription Funds have been credited to the account (the "**Subscription Account**") specified in the Subscription Instructions.

(d) The Company will promptly contact Subscriber upon receipt of the Subscription Materials and the Subscription Funds to discuss any missing information apparent from an initial examination thereof. Subscriber agrees to provide, promptly upon request, any missing information identified by the Company. If no information appears missing, the Business Day of receipt will constitute the Submission Date. Following confirmation of the Submission Date:

(i) the Parties shall have a period not to exceed thirty (30) days (including any extensions pursuant to subparagraph (ii) hereof, the "**Subscription Review Period**") within which to request and supply any supplemental information and/or documentation necessary for the Company to properly complete its due diligence review of the Subscription; and

(ii) the Company may extend the Subscription Review Period any number of times for such number of additional days as the Company in its sole discretion reasonably believes is/are necessary to properly complete its due diligence review of the Subscription Materials; *provided*, that if the Company has not delivered a Determination Notice (as defined herein) on or before sixty (60) days after the Submission Date, the Subscription will be deemed declined and all Subscription Funds returned (without interest) to the account(s) (a "**Source Account**") indicated on the Payment Origination Certification set forth at **Attachment 2** hereto as completed by Subscriber in accordance with the Subscription Instructions no later than three (3) Business Days after the expiration of the Subscription Review Period. Subscriber will promptly, diligently and truthfully respond to all inquiries and communications from the Company seeking clarification of any items and/or requesting any supplemental information pertaining to or arising from the Subscription Materials or the Subscription.

(e) Following completion of its due diligence review, the Company shall promptly inform Subscriber of its decision to "Decline," "Accept," or "Accept with Adjustment" (at a reduced allocation level) by delivering written notice (a "**Determination Notice**"), substantially as set forth at **Attachment 3** hereto, to the Contact Party indicated on the Subscription Declaration. The decision date (the "**Determination Date**") shall be the date of the Determination Notice as set forth therein.

(i) If the decision is to "Decline" or "Accept with Adjustment," the Determination Notice will indicate the unapplied amount of the Subscription Funds that will be returned (without interest) to the Source Account, which return shall be effected no later than three (3) Business Days after the Determination Date if the decision is "Decline," or on the Closing Date (as defined in Section 2(a)) if the decision is "Accept with Adjustment."

(ii) If the decision is to "Accept" or "Accept with Adjustment," the Determination Notice will indicate the proposed Closing Date and include for review by Subscriber in anticipation of the Closing an unsigned and undated draft version of the Acceptance and Confirmation Statement, substantially as set forth at **Attachment 4** hereto, completed as to the number of Offered Securities tentatively allocated to the Subscription and the name of the Holder of record (taken from the Subscription Declaration) in which the final number of Offered Securities allocated to Subscriber on the Closing Date will be issued. The Determination Date of such Determination Notice shall be considered the date on which the Company has accepted the Subscription.

(f) The Company shall sell and issue the number of Offered Securities indicated on the definitive

Acceptance and Confirmation Statement signed and dated by the Company on and as of the Closing Date and delivered at the Closing with the other Transaction Documents (as defined in Section 12(a). Subscriber shall accept the number of Offered Securities allocated by the Company as indicated on the definitive Acceptance and Confirmation Statement; *provided*, that such number of Offered Securities shall not require Subscriber to deliver additional Subscription Funds as a condition to receiving the stock certificate and Penny Warrant and other executed Transaction Documents at the Closing.

(g) With respect to the Subscription:

(i) The Subscription Funds may not be in an amount less than Fifty Thousand Dollars ($50,000) (the "**Minimum Subscription Amount**"), unless (A) this Subscription is subsequent to an initial Subscription accepted by the Company satisfying the Minimum Subscription Amount and submitted by the same Person(s) constituting Subscriber (a "**Follow-on Subscription**"), or (B) the Minimum Subscription Amount is otherwise waived, by the Company in its sole discretion with respect to Subscriber or any Other Subscribers (as defined in Section 2(g)(iii)). The amount of Subscription Funds delivered with any Follow-on Subscription shall not be subject to the Minimum Subscription Amount. Any Follow-on Subscription, or any initial Subscription in excess of the Minimum Subscription Amount, shall be in increments of Fifty Thousand Dollars ($50,000) (each such increment, a "**Unit**"), unless the Company in its sole discretion consents in advance to a lesser increment for any initial Subscription or any Follow-on Subscription.

(ii) Except as provided in Section 7 (Changes to the Offering) or as otherwise required by applicable law: (A) submission of the Subscription Materials and delivery of the Subscription Funds is irrevocable once made, and Subscriber waives all rights to withdraw, cancel, rescind or revoke the Subscription and this Agreement, or to demand return or repayment of all or any portion of the Subscription Funds at any time thereafter; and (B) from and after delivery of the Subscription Funds, Subscriber will relinquish all access to and control over the Subscription Funds until such time when (if at all) (*x*) the Subscription Funds (or portion thereof) are returned pursuant to a Determination Notice declining all or a portion of the Subscription, or (*y*) prior to acceptance, the Subscription Funds are returned in connection with a decision by the Company to withdraw or abandon the Offering.

(iii) The Subscription Account is a corporate treasury account established, owned and controlled by the Company, separate from its other bank accounts, solely for the purpose of temporarily holding, and thereafter releasing or returning, the Subscription Funds received in the Offering. The Subscription Account is not a third-party owned or controlled escrow account and no unaffiliated or independent escrow agent will be involved in the subscription process as described herein. All decisions regarding the Subscription Account, and the receipt and eventual release or return of the Subscription Funds, will be made in good faith by the Company in compliance with this Agreement and applicable law. At any given time during the Offering Period (as defined in Section 2(d)), Subscription Funds from multiple unrelated Subscribers may be held together in the Subscription Account. However, at no time during or after the Offering Period will any Subscription Funds not otherwise released to the Company be commingled with Company funds or held in any other accounts established, owned or controlled by the Company.

(iv) The Company may enter into Subscription Agreements on the same terms and conditions (other than as to the amount of Subscription Funds) as set forth in this Agreement (the "**Other Subscription Agreements**") and with other subscribers (the "**Other Subscribers**")

besides Subscriber herein, even if an Other Subscriber is comprised of one or more Person(s) (but not the identical Person(s)) submitting this Subscription. The Company may, in its sole discretion, (A) act on any Subscription other than in the order in which it was received, (B) decline any Subscription in whole or in part, and/or (C) accept less than the amount of the Subscription Funds submitted with any Subscription and make a corresponding decrease to the number of Offered Securities issued at the Closing based on such adjustment.

(v) The Company, in its sole discretion, may waive or give effect to irregularities in the Subscription Materials and/or any aspect of a Subscription. The Company's reasonable interpretation of any term, condition or requirement in or arising from the Subscription Materials shall be final and binding on the Subscriber. The Company shall not be required to provide notice to or obtain the approval or consent of any prior or subsequent Other Subscribers of any interpretation or waiver, *except* in any instance where an interpretation or waiver will be applied by the Company to any such Other Subscribers.

(vi) Until the time of delivery at the Closing of the fully executed Transaction Documents and the stock certificate and Penny Warrant, (A) Subscriber will not have any rights of (and will not be legally considered) a Holder of Equity Securities of the Company, and (B) Subscriber shall have the rights of a general unsecured creditor of the Company with respect to any Subscription Funds released from the Subscription Account to the Company for interim operating purposes and all other amounts that may be or become due and owing to Subscriber under the terms of the Subscription Funds Note pertaining to such released Subscription Funds.

(vii) Subject to the Section 7 (Changes to the Offering), each Subscription of $50,000 accepted by the Company will result in the issuance of 100,000 shares of Class A-1 Common Stock at the $0.50 Offering Price, and (assuming complete exercise of the Penny Warrant), the Holder will own a total of 144,117 shares of the Class A-1 Common Stock representing a fully-diluted ownership interest of 0.7206% as illustrated in Table 2 of the Capitalization Tables set forth at **Attachment 6** hereto.

**2. Closing; Offering Period.**

(a) The consummation of the purchase, sale and issuance of the Offered Securities pursuant to the Subscription (the "**Closing**") will be held on the Business Day (the "**Closing Date**") that is no later than one (1) day after the (i) the Determination Date. Closings will be held on a rolling basis as Subscriptions are accepted in accordance with the process set forth in Section 1.

(b) At the Closing, the Company will deliver the following:

(i) the definitive Acceptance and Confirmation Statement, signed by the Company and dated as of the Closing Date, indicating the final number of Offered Securities allocated to the Subscriber, and if the Subscription decision was to "Accept with Adjustment," confirmation of the wire transfer showing the unapplied amount of the Subscription Funds returned (without interest) to the Source Account;

(ii) a stock certificate reflecting the number of shares of Class A-1 Common Stock indicated in the definitive Acceptance and Confirmation Statement, issued in the name of the Holder of record indicated on the Subscription Declaration;

(iii) a Penny Warrant exercisable for the number of Warrant Shares indicated in the definitive Acceptance and Confirmation Statement, issued in the name of the Holder of record indicated on the Subscription Declaration;

(iv) copies of the Omnibus Signature Page previously executed and delivered by Subscriber with the Subscription Materials, which the Company shall countersign on and as of the Closing Date and attach at the Closing to the Transaction Documents as required by the terms thereof;

(v) execution copies of the Transaction Documents; and

(vi) any such other documents, instruments and agreements required by the Company or to which the Parties mutually agree are required or appropriate for effecting the consummation of the purchase of the Offered Securities.

(c) The Closing Date shall constitute and be recorded in the stock register and other books and records of the Company as the issuance date of the Offered Securities delivered at the Closing pursuant hereto.

(d) The Offering will continue and remain open for Subscriptions until the date that is one (1) year (the "**Offering Expiration Date**") from the date fixed by the board of directors (the "**Board**") for initial circulation of the Offering Documents, unless the Offering is abandoned, withdrawn or terminated at the sole discretion of the Company prior to the Offering Expiration Date. The Company also may extend the duration of the Offering any number of times not to exceed, in total, an additional six (6) months from the Offering Expiration Date (as so extended, the "**Offering Period**").

**3. Subscriber Acknowledgments.** With regard to the Company, the Offering, and the Offered Securities, Subscriber acknowledges the following:

(a) The Offering Documents, and in particular the "Risk Factors" section of the Offering Memorandum, clearly indicate that an investment in the Company is highly speculative in nature, and that purchasing the Offered Securities by participating in the Offering involves an array of risks, including any number of significant risks that are presently unknown or unknowable and which, singularly or in combination with known or unknown risks of varying levels, could have a material adverse impact on or be highly detrimental or disabling to the ability of the Company to conduct business or perform in the manner and/or at the levels projected in the Offering Documents.

(b) Since inception, the Company has had, and for the foreseeable future is expected to continue to have, only minimal operational activity, conducted primarily by its founder with support from a management team in formation. As described in the Offering Documents, the Company is not expected to begin generating revenues until after the effectiveness of all definitive federal, state and county/municipal regulations necessary for eVTOLs to be utilized in commercial applications and activities in a manner that facilitates execution of our business and which are seen by industry participants, other than us, as having sufficient profit-making potential. The Company is vulnerable to the multitude of additional and heightened risks and business threats that may typically impact early-stage companies generally. The aspects of the eVTOL industry in which the Company's business is focused, will continue to evolve both during and after the Offering Period to an extent not presently capable of being reasonably predicted, and could, when eventually (if ever) established for commercial profit-generating activity, be inconsistent with the Company's business as currently contemplated to an extent that would have a material adverse effect on or be highly if

not completely detrimental to the ability of the Company to conduct its business as projected in the Offering Documents.

(c) Neither the Offered Securities nor the securities transactions constituting the Offering will be registered or qualified under the Securities Act or any other laws, regulations, rules, orders and the like of the United States, its territories and possessions, or any state or locality of the United States pertaining to the offer and sale of investment securities (the "**U.S. Securities Laws**") in reliance on exemptions from registration or qualification, the availability of which is predicated (in part) on the veracity of the acknowledgements, covenants and agreements in this Section 3 and the representations and warranties in Section 4 made by Subscriber and by the Other Subscribers in the Other Subscription Agreements.

(d) The Offered Securities will be "restricted securities" under the Securities Act and are not eligible to be freely transferred or sold. The Class A-1 Common Stock is also subject to substantial contractual restrictions on transferability, as described in the amended and restated certificate of incorporation of the Company that will be filed immediately prior to the first Closing Date and thereafter continuing in effect throughout the Offering (the "**Amended and Restated Certificate**"), the bylaws of the Company (as in effect on the first Closing Date and as may be amended subsequent thereto, the "**Bylaws**"), and/or the Transaction Documents. Each certificate, instrument, or book entry representing the Offered Securities and the Warrant Shares issued in respect of the Offered Securities will be notated with a conspicuous legend, substantially in the following form:

> THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT ONLY AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.
>
> THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF ONE OR MORE AGREEMENTS BETWEEN THE COMPANY AND ITS STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

All Holders of the Offered Securities and the Warrant Shares consent to the Company making a notation in its records indicating the status of such Equity Securities as restricted securities, and to instructing any transfer agent with respect to such status in order to implement all applicable restrictions on transfer arising under the U.S. Securities Laws or by virtue of the Transaction Documents.

(e) All documents pertaining to this investment that are readily available to the Company have been made available for inspection by Subscriber, and the books and records of the Company will be available, upon reasonable notice, for inspection by Subscriber during normal business hours and at the principal place of business of the Company for purposes related to the evaluation of the merits and risks of purchasing the Class A-1 Common Stock.

(f) Subscriber agrees to provide any additional documents and information that the Company reasonably requests, including (but not limited to) information relevant to a determination of whether Subscriber is an "accredited investor" or as may be required by any U.S. Sanctions Laws

or U.S. Money Laundering Laws applicable to the Company.

**4. Representations and Warranties of Subscriber.** Subscriber makes the following representations and warranties to the Company, in each case on and as of the Closing Date, with the intent that the same may be relied upon by the Company fully and unconditionally with respect to the Offering.

(a) Subscriber has received, read carefully, and understands all aspects of the Offering Documents and has consulted its own attorney, accountant, and/or investment adviser or representative with respect to an investment in the Class A-1 Common Stock and the suitability of such an investment for Subscriber. Subscriber may disclose to any and all Persons, without limitation of any kind, the U.S. federal, state and local tax treatment of the Class A-1 Common Stock and the Company, any fact that may be relevant to understanding the U.S. federal, state and local tax treatment of the Class A-1 Common Stock and the Company, and all materials of any kind (including any opinions or other tax analyses) relating to such U.S. federal, state and local tax treatment and that may be relevant to understanding such U.S. federal, state and local tax treatment.

(b) Subscriber has made a good faith determination that it satisfies one or more of the standards for qualifying as an accredited investor under Regulation D of the Securities Act, and does in fact qualify as an accredited investor.

(c) Subscriber has adequate cash and other liquid assets that can be relied on to meet all current and foreseeable future financial needs and obligations, without resorting to any expectation of liquidity from the Class A-1 Common Stock, and thus can bear independently of the investment in the Class A-1 Common Stock the economic risk of the investment in the Class A-1 Common Stock (including the risk of total loss of the Subscription Funds).

(d) Subscriber is making an investment in the Class A-1 Common Stock solely for its own investment purposes, for its own account, and not with any view toward any subsequent distribution or resale thereof.

(e) Subscriber has no contract, undertaking, agreement or arrangement with any Person to sell, transfer or pledge to such Person or anyone else any of the Class A-1 Common Stock which Subscriber hereby subscribes to purchase, and Subscriber has no present plans to enter into any such contract, undertaking, agreement or arrangement.

(f) The Company may withhold its consent to any transfer or assignment of the Class A-1 Common Stock in its sole and absolute discretion, and that such consent will be withheld if any such transfer or assignment could cause the Company or its personnel to become subject to licensing, registration or other regulation or would subject the Company to adverse tax consequences.

(g) the Class A-1 Common Stock have not been qualified or registered under any U.S. Securities Laws (nor is such qualification or registration contemplated) and are being offered and sold in reliance upon exemptions provided in the Securities Act for transactions not involving any public offering, which as a result means the Class A-1 Common Stock cannot be resold or transferred unless they are subsequently qualified or registered in accordance with the Securities Act or other applicable U.S. Securities Laws or unless an exemption from such qualification or registration is available.

(h) From and after the Closing Date, there will be no public market for the Class A-1 Common Stock, and Subscriber is not entitled to demand registration of (and the Company is under no obligation to register or to supply any information which may be necessary to enable Subscriber to register) the

Class A-1 Common Stock under the Securities Act or any other U.S. Securities Laws in order to facilitate a public market for trading in the Class A-1 Common Stock.

(i) The Class A-1 Common Stock may not be voluntarily pledged, hypothecated or encumbered by Subscriber, except to the extent permitted under and in accordance with the Transaction Documents.

(j) Subscriber is knowledgeable and experienced in evaluating investments and experienced in financial and business matters and is capable of evaluating the merits and risks of an investment in the Class A-1 Common Stock. Subscriber has made its own assessment of the merits and risks of making an investment in the Class A-1 Common Stock, and has determined that an investment in the Class A-1 Common Stock is a suitable investment for Subscriber. In making such evaluation, Subscriber has not relied on any representations or other information (whether oral or written) other than as set forth in the Offering Documents and independent investigations made by Subscriber or representative(s) of Subscriber. The aggregate amount of the investments of Subscriber in, and its commitments to, all similar investments that are illiquid is reasonable in relation to its net worth.

(k) The Company has made its personnel available to Subscriber and provided Subscriber with an adequate opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the Offering, and to obtain information relative to the business of the Company, to the extent that the Company possesses such information or can acquire it without unreasonable effort or expense. Subscriber acknowledges receiving adequate answers and information from the Company in response to its inquiries and requests.

(l) Subscriber (if an individual) is at least twenty-one (21) years of age as of the signature date, of unimpaired mental capacity, and has all requisite legal capacity to acquire and hold the Class A-1 Common Stock and to execute, deliver and comply with the terms of the Transaction Documents.

(m) If Subscriber is an entity, Subscriber has the power and authority to enter into this Agreement and to perform its obligations hereunder. The Person signing and delivering this Agreement on behalf of Subscriber has been duly authorized, and the execution, delivery and performance by Subscriber with the terms of this Agreement does not and will not conflict with, constitute or give rise to a breach of or default under any contract or agreement applicable to Subscriber or any organic or constituent documents of Subscriber, or any law, regulation or order to which Subscriber is subject. Upon acceptance by the Company, this Agreement will constitute a valid and legally binding agreement of Subscriber, enforceable against Subscriber in accordance with its terms.

(n) Subscriber has its primary residence (if an individual) or principal place of business in the jurisdiction set forth in the Subscription Materials, and is not merely a transient or temporary resident or occupant at such address.

(o) Subscriber is a U.S. Person[3].

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[3] For purposes of this representation, a "**U.S. Person**" is (i) a natural person who is a citizen of or resident in the United States; (ii) a partnership or corporation or other entity treated as a corporation or partnership for U.S. federal income tax purposes (other than an entity organized principally for passive investment) and either organized or incorporated under the laws of the United States, any state thereof, or the District of Columbia; (iii) an estate or trust the income of which is included in gross income for U.S. federal income tax purposes regardless of its source; (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all

(p) Subscriber may incur or be attributed with various tax liabilities as a result of its eventual disposition of the Class A-1 Common Stock, including tax liabilities with respect to which Subscriber may not be entitled to demand and/or may not receive special distributions from the Company for payment of such tax liabilities.

(q) By making an investment in the Class A-1 Common Stock, Subscriber represents to the Company that Subscriber has neither acquired nor will it transfer or assign any Class A-1 Common Stock (or any interest therein), or cause any such Class A-1 Common Stock (or any interest therein) to be marketed on or through an "established securities market" within the meaning of Section 7704(b)(1) of the Internal Revenue Code of 1986, as amended, and the regulations, rules, orders and the like (collectively, the "**Tax Code**") of the U.S. Internal Revenue Service (the "**IRS**") issued thereunder, or a "secondary market (or the substantial equivalent thereof)" within the meaning of Section 7704(b)(2) of the Tax Code, including, without limitation, an over-the-counter-market or an interdealer quotation system that regularly disseminates firm buy or sell quotations.

(r) If Subscriber is acting as trustee, agent, representative, nominee or fiduciary under a valid appointment or authorization for another Person who will be the real party in interest with respect to the investment in the Class A-1 Common Stock (such party being referred to herein as a "**Beneficial Owner**"), then Subscriber understands and acknowledges that the representations, warranties and agreements made herein are made by Subscriber with respect to the Beneficial Owner. Subscriber represents and warrants that its investment in the Class A-1 Common Stock for a Beneficial Owner does not violate any applicable law, rule or regulation or any agreement binding upon it in connection with the exercise of its authority, and that it has all requisite power and authority from said Beneficial Owner to execute, deliver and perform all obligations under this Agreement.

(s) Subscriber has taken no action that would give rise to any claim by any Person for brokerage commissions, finders' fees or the like relating to this Agreement and the transactions that are the subject matter hereof, and in all instances Subscriber will be solely liable for any such fees.

(t) All information which Subscriber has heretofore furnished to the Company or any representative or agent of the Company with respect to Subscriber, including but not limited to the information provided in the Subscription Materials, is true, accurate and complete as of the Closing Date in all material respects and provided with the knowledge that such information will be relied upon by the Company in determining compliance with various aspects of the U.S. Securities Laws, including availability of the exemption from Securities Act registration on which the Offering is premised. Subscriber will promptly notify the Company in the event of any material change in any such information prior to the issuance of the Offered Securities on the Closing Date, and will immediately furnish such revised or corrected information to the Company.

(u) The acknowledgements, covenants and agreements of Subscriber in Section 3 and the representations and warranties of Subscriber in Section 4 are each made, and are each true, accurate and complete in all material respects, on and as of the Submission Date and the Closing Date, and shall remain so until expiration of the Indemnity Period (as defined in Section 9(d)). If Subscriber consists of more than one undersigned Person acting under any form of co-ownership (whether or not accurately indicated in the Subscription Materials), the acknowledgements,

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substantial decisions of the trust, or if any trustee of such trust is a U.S. Person; (v) an agency or branch of a foreign entity located in the United States that provides the Company with complete and correct Internal Revenue Service Form W-8ECI; or (vi) a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person.

covenants and agreements of Subscriber in Section 3 and the representations and warranties of Subscriber in Section 4 are the joint and several obligations of each and every such Person and each Successor in Interest (as defined in Section 12(e)) of such Person.

**5. Anti-Money Laundering and Terrorism.**

(a) Subscriber represents, warrants, covenants and agrees (i) that the acceptance by the Company of this Agreement and receipt of the Subscription Funds, will not breach any applicable money laundering or related rules or regulations including, without limitation, any statutes, rules or regulations in effect under the laws of the United States pertaining to prohibitions on money laundering or to transacting business or dealing in property that may be blocked or may belong to Specially Designated Nationals, as defined by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"), (ii) to promptly provide to the Company or any other party designated for receipt of such information with all required documentation verifying the identity of Subscriber, its Affiliates, and their respective Related Parties and legal or Beneficial Owners, and (iii) that in order to allow the Company to comply with its obligations hereunder, Subscriber consents to disclosure to third parties of information provided hereunder in accordance with Section 12(i) (Disclosure Authorization).

(b) Subscriber further represents that the monies constituting the Subscription Funds (or any portion thereof) are not derived from, invested for the benefit of, or related in any way to, the governments of, or Persons within, any country under a U.S. embargo enforced by OFAC, or that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force on Money Laundering, or that has been designated by U.S. Secretary of the Treasury as a "primary money laundering concern" or a terrorist organization or as a financial supporter or sponsor of terrorism. Subscriber further represents and warrants that it: (i) has conducted thorough due diligence with respect to each Beneficial Owner; (ii) has established the identities of each Beneficial Owner and the source of monies of each Beneficial Owner used in connection with its investment in the Class A-1 Common Stock; and (iii) will retain all information and documentation evidencing each of the foregoing. Subscriber further represents and warrants that it does not know or have any reason to suspect that the monies of each beneficial Owner used in connection with its investment in the Class A-1 Common Stock have been or will be derived from or related to any money laundering or other illegal activities, or that distributions resulting from an investment in the Class A-1 Common Stock will be used to finance any such activities.

(c) In furtherance of the preceding subsections (a) and (b) hereof, Subscriber further represents and warrants as follows:

(i) (A) Subscriber will be the real party in interest and Beneficial Owner of the Class A-1 Common Stock and will not own or hold such Class A-1 Common Stock as agent, custodian, nominee, trustee, or in any similar representative capacity for or on behalf of any other Person, except as otherwise disclosed in writing to the Company and indicated on the signature page to this Agreement; or (B) if Subscriber is acting in such a representative capacity for one or more Beneficial Owners, Subscriber represents and warrants that it is responsible for (1) establishing anti-money laundering procedures which comply with applicable law in jurisdictions in which the Class A-1 Common Stock are distributed to each such Beneficial Owner; (2) taking reasonable steps to determine the true identity of each such Beneficial Owner, the source of their respective funds for purposes of making an investment in the Class A-1 Common Stock, and that each such Person is not involved in money laundering or other illegal activities; (3) complying with any "know your client" or similar requirements under applicable law; and (4) monitoring the

transactions of each such Beneficial Owner in order to detect attempted or actual money laundering involving the Class A-1 Common Stock. Subscriber further agrees to notify the Company of any suspicious activity relating to transactions involving the Class A-1 Common Stock and to promptly provide the Company with documentation relating to its anti-money laundering policies and processes.

(ii) All evidence of identity of any Beneficial Owner provided to the Company by Subscriber, to the best of its knowledge if not prepared directly by or on behalf of Subscriber, will be genuine and all related information furnished in support thereof will be true, accurate and complete in all respects.

(iii) Subscriber will accurately and timely provide any information deemed necessary by the Company in its sole discretion in order for the Company to comply with its anti- money laundering program and related responsibilities from time to time.

(d) Subscriber acknowledges that the Company strictly prohibits the subscription and purchase of the Offered Securities by Persons that are acting, directly or indirectly:

(i) in contravention of any applicable laws and regulations, including the USA Patriot Act and any other anti-money laundering regulations or conventions;

(ii) on behalf of any Person (A) identified on the U.S. Department of Treasury OFAC list of Specially Designated Nationals and Blocked Persons (the "**SDN List**") codified at 31 CFR Ch. V Annex A, as amended from time to time[4], (B) owned or controlled by or acting on behalf of any Person listed on the SDN List, (C) that is the target of any sanction, regulation, or law promulgated by OFAC or any other U.S. governmental entity (such sanctions, regulations and laws, together with any supplement or amendment thereto, are referred to herein as the "**U.S. Sanctions Laws**"), or (D) owned or controlled by or acting on behalf of any Person that is the target of any U.S. Sanctions Laws; in each case under clauses (B)-(D) hereof such that the execution, delivery and performance of this Agreement would contravene any U.S. Sanctions Laws;

(iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family, or any close associate of a senior foreign political figure[5], unless the Company, after being specifically notified by Subscriber in writing of such a Person, conducts further due diligence, and determines that such investment shall be permitted; or

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[4] https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists

[5] "**Senior foreign political figure**" means a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign 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. The immediate family of a senior foreign political figure typically includes the political figure's parents, siblings, spouse, children and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

(iv) for a foreign shell bank[6] (such Persons or entities described in the foregoing subparagraphs (i)–(iv) of this subsection (d) being referred to herein as "**Prohibited Persons**").

(e) Subscriber represents, warrants, covenants and agrees that: (i) neither Subscriber, its Affiliates, nor any of their respective Related Persons or legal or Beneficial Owners, is a Prohibited Person, and (ii) to the extent Subscriber has any Beneficial Owners[7], then (A) Subscriber has all requisite power and authority from its Beneficial Owners to execute and perform the obligations under the Agreement, (B) the representations, warranties, covenants and agreements in this Section 5 are made by Subscriber on behalf of itself and its Beneficial Owners, (C) Subscriber has carried out thorough due diligence in accordance with the Currency and Foreign Transactions Reporting Act of 1970, as amended, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, and all other United States anti-money laundering laws, rules, regulations and policies ("**U.S. Money Laundering Laws**"), to establish the identities of its Beneficial Owners, (D) based on such due diligence, Subscriber reasonably believes that none of its Beneficial Owners are Prohibited Persons, (E) it holds the evidence of such identities and status and will maintain all such evidence for at least five (5) years from the date of its complete redemption from the Company, and (F) it will accurately and timely make available such information and any additional information requested by the Company or the Adviser from time to time.

(f) If any of the representations, warranties, covenants and agreements set forth in this Section 5 cease to be true, or if the Company no longer reasonably believes that it has satisfactory evidence as to the truth thereof, then notwithstanding any other agreement to the contrary, the Company may, in accordance with applicable regulations, take any and all actions necessary in its sole discretion to comply with any applicable laws and requirements, including (by way of example only) doing such things as placing freezing the investment in the Class A-1 Common Stock made by Subscriber, either by prohibiting additional investments, suspending any distributions, escrowing funds held in capital accounts, segregating funds or assets allocable or attributable to Subscriber, and/or causing a rescission or repurchase of any Class A-1 Common Stock owned or controlled by Subscriber. In connection with any of the foregoing or such similar actions or remedies, Subscriber acknowledges and agrees that the Company may be required to report such events and disclose all relevant information to OFAC and/or other governmental and law enforcement authorities.

(g) Subscriber understands and agrees that any distributions on the Class A-1 Common Stock will be delivered to the originating account from which Subscriber delivered the Subscription Funds, as indicated on the completed Payment Origination Certification. Subscriber hereby authorizes the Company to make distributions and payments in relation to the Class A-1 Common

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[6] "**Foreign shell bank**" means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (1) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable; and (2) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank.

[7] "**Beneficial Owners**" include but are not limited to: (i) shareholders of a corporation; (ii) limited partners of a limited partnership; (iii) members of a limited liability company; (iv) the grantor of a revocable or grantor trust; (v) the beneficiaries of an irrevocable trust; (vi) an individual who establishes an IRA; (vii) a participant in a self-directed pension plan; (viii) a sponsor of any other pension plan; (ix) any person being represented by Subscriber in an agent, representative, intermediary, nominee or similar capacity. If the Beneficial Owner is itself an entity, the information and representations set forth herein must also be given with respect to its individual Beneficial Owners.

Stock to the originating account indicated on the Payment Origination Certification, unless and until such time as Subscriber revokes such authorization in writing and/or delivers other wire transfer instructions to the Company. In connection therewith, the Company reserves the right (i) to take (or refrain from taking) any and all actions that it deems necessary or desirable for purposes of complying with U.S. Money Laundering Laws, including but not limited to by way of prohibiting, conditioning, or refusing to facilitate, authorize, confirm or consent to any movement of monies or other transaction (whether involving the originating account, any subsequent account, or any Person in addition to Subscriber) with respect to which the origin of such monies, or the identity of a Beneficial Owner of an account or Person, or of any other Person therein involved with Subscriber, is suspicious, and (ii) to request and receive all information and documentation reasonably required, in its sole discretion, to comply with U.S. Money Laundering Laws applicable to the Company in connection with all monies and accounts connected to Subscriber's purchase of the Class A-1 Common Stock.

**6. Representations and Warranties of the Company.** The Company makes the following representations and warranties to Subscriber, in each case on and as of the Closing Date unless otherwise specified, with the intent that the same may be relied upon by Subscriber fully and unconditionally with respect to the Offering, except to the extent qualified by the "Risk Factors" section of the Offering Memorandum or any forward-looking statement or other cautionary, qualifying or limiting statement or provision in any Offering Document:

(a) Organization; Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has the requisite corporate power to own, lease and operate its properties and to carry on its business as currently conducted and as described in the Offering Documents. The Company is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which the nature of the business as currently conducted and as described in the Offering Documents makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not constitute a material misrepresentation for purposes of the Offering.

(b) Authorization; Validity; Enforceability. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and the transactions that are the subject matter hereof, including issuance of the Offered Securities. The execution and delivery by the Company of this Agreement and consummation of the transactions that are the subject matter hereof, including issuance of the Offered Securities, have been, or will be on the first Closing Date, duly authorized by the Board, and no further action, proceeding, consent, waiver or authorization is, or will be at the time of such Closing Date, required by or from the Company or its shareholders. This Agreement has been duly executed and delivered by the Company, and constitutes a valid and binding obligation of the Company enforceable against it in accordance with its terms, except to the extent such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies and, with respect to any rights to indemnity contained herein, as such rights may be limited by state or federal laws or public policy underlying such laws.

(c) Capitalization. The capitalization of the Company immediately prior to and (on a pro forma basis) following commencement of the Offering is set forth in the Capitalization Tables set forth at **Attachment 6** hereto. Except to the extent represented by the Penny Warrants, there will be no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character

whatsoever relating to, or securities or rights convertible, exercisable or exchangeable into, any Equity Securities of the Company or any contracts by which the Company is or may become bound or pursuant to which is obligated to issue additional Equity Securities. There are no outstanding debt securities of the Company. Other than pursuant to registration rights provided in the Transaction Documents, there are no agreements or arrangements under which the Company is obligated to register the sale of any Equity Securities under the Securities Act. There are no outstanding registration statements applicable to any Equity Securities of the Company. Except to the extent represented by the Penny Warrants, there will be no Equity Securities providing anti-dilution rights or protections. No shares of Common Stock are reserved for issuance, other than the Warrant Shares of Class A-1 Common Stock issuable upon exercise of the Penny Warrants and the shares of Class B Common Stock reserved for issuance to Key Contributors. The Company has made available to Subscriber true, accurate and complete copies of the Amended and Restated Certificate and the Bylaws, each as in effect on the first Closing Date.

(d) Issuance of Offered Securities. The Offered Securities, when issued, sold and delivered, will be duly authorized and validly issued, fully paid and non-assessable, and free of all taxes, liens and encumbrances or any preemptive or similar rights, *except for* the Participation Rights of Lead Investors under the Transaction Documents with respect to proportionate purchases of additional Offered Securities in connection with each Other Subscription Agreement accepted by the Company during the Offering. The Penny Warrants, when issued, sold and delivered, will constitute legal, valid and binding obligations of the Company, enforceable in accordance with their terms, and free of all taxes, liens and encumbrances with respect to the issuance thereof. The Warrant Shares, when issued and delivered upon proper exercise of the Penny Warrants in accordance with the terms thereof, will be duly authorized and validly issued, fully paid and non-assessable, and free of all taxes, liens and encumbrances or any preemptive or similar rights, *except for* the Participation Rights of Lead Investors under the Transaction Documents with respect to proportionate purchases of additional Offered Securities in connection with each Other Subscription Agreement accepted by the Company during the Offering. Assuming the accuracy of all representations and warranties of Subscriber and of each Other Subscriber in the Other Subscription Agreements, the offer, sale and issuance of the Offered Securities is exempt from registration under the Securities Act.

(e) No Conflicts. The execution, delivery and performance by the Company of this Agreement, and the consummation by the Company of the issuance and sale of the Offered Securities in accordance herewith, have not and will not (i) result in a violation of the Amended and Restated Certificate or the Bylaws; (ii) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any contract to which the Company is a party, except for those which would not reasonably be expected to be material to the business of the Company, taken as a whole, or (iii) result in a violation of any law applicable to the Company or by which any property or asset of the Company is bound or affected, except for those which would not reasonably be expected to be material to the business of the Company, taken as a whole. The Company is not in violation of or in default under, any provision of the Amended and Restated Certificate or the Bylaws. The Company is not in violation of any term of or in default under any contract, judgment, decree or order or any law applicable to the Company, which violation or breach has been or would reasonably be expected to be material to the business of the Company, taken as a whole. Except as specifically contemplated by this Agreement and as required under any U.S. Securities Laws, the Company is not required to obtain any authorization of, or provide any notice to or make any filing or registration with, any governmental authority in order for it to execute, deliver or perform any of its obligations under or

contemplated by this Agreement in accordance with the terms hereof, other than the filing with the SEC of a Form D "Notice of Exempt Offering of Securities." Neither the execution and delivery by the Company of this Agreement, nor consummation by the Company of the transactions that are the subject matter hereof, will require any notice, consent or waiver under any contract to which the Company is a party or by which the Company is bound or to which any of their assets or businesses is subject, except for any notice, consent or waiver the absence of which would not reasonably be expected, individually or in the aggregate, to be material to the business of the Company, taken as a whole. All notices, consents, authorizations, orders, filings and registrations which the Company is required to deliver or obtain pursuant to the preceding two sentences have been or will be delivered or obtained or effected, and shall remain in full force and effect, on or prior to the Closing.

(f) Subsidiaries. The Company has a single subsidiary, *eVERTIPORTS*, LLC, a Wyoming limited liability company (the "**Subsidiary**"). The Subsidiary is an Affiliate of the Company. All of the voting equity capital and profits interests (the "**Membership Interests**") of the Subsidiary are owned by the Company, free of all taxes, liens and encumbrances. The Subsidiary is not engaged in any business activities and has no assets or revenues, nor does the Subsidiary have any Affiliates. Except for the Membership Interests of the Subsidiary, the Company does not own, directly or indirectly, any equity interest of any nature in, or any right or interest convertible, exchangeable, or exercisable for, equity interests or other interests of any nature in any other Person.

(g) No General Solicitation. Neither the Company nor (to the knowledge of the Company) any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the Offering and the offer or sale of the Offered Securities.

(h) No Integrated Offering. The Company has not authorized any Person acting on its behalf to, directly or indirectly, make any offers or sales of any other Equity Securities or solicited any offers to buy any other Equity Securities under circumstances that would eliminate the availability of the exemption from registration under Section 4(a)(2) of the Securities Act or Rule 506(b) of Regulation D in connection with the Offering of the Offered Securities contemplated hereby, or cause the Offering to be integrated with any prior offerings by the Company for purposes of the Securities Act.

(i) Related Party Transactions. No Related Person is a party to any contract or transaction with the Company, including any contract providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from, any such Related Person, directly or indirectly through any other Person, *except for* contracts between the Company and a personal service company, professional corporation, or the like with respect to which such Related Person is a director, executive officer, manager, employee, partner or Beneficial Owner and which call for the provision of director, advisory panel member, outsourced executive or consulting services to the Company by such Related Person or by other individuals employed by or otherwise associated with such personal service company or professional corporation.

(j) Preemptive or Similar Rights. Except for the Participation Right, the Company is not obligated to offer the Offered Securities on a right of first refusal basis or otherwise to any Person including, but not limited to, current or former shareholders of the Company, underwriters, brokers, agents or other third parties.

(k) Foreign Corrupt Practices. Neither the Company, the Subsidiary nor (to the knowledge of the Company) any Related Person, employee, agent or representative of the Company or the Subsidiary acting on behalf of the Company has, directly or indirectly: (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment or offered anything of value to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or, to the knowledge of the Company, made by any Person acting on their behalf) which is in violation of law, or (iv) violated any applicable anti-terrorism law or regulation; nor have any of them otherwise taken any action which would reasonably cause the Company to be in violation of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law of similar effect.

(l) OFAC Sanctions. Neither the Company, the Subsidiary nor (to the knowledge of the Company) any Related Person, employee, agent or representative of the Company or the Subsidiary is, or is acting under the direction, on behalf or for the benefit of any Person that is, or is directly or indirectly owned or controlled by a Person that is currently subject to any U.S. sanctions administered by OFAC.

(m) Money Laundering. The business of the Company has been conducted in compliance with applicable financial record-keeping and reporting requirements of all U.S. Money Laundering Laws applicable to the Company. There is no inquiry, investigation, action or proceeding under any U.S. Money Laundering Laws by or before a governmental authority with respect to which the Company is a party pending or, to the knowledge of the Company, threatened either orally or in writing.

(n) Offering Documents. At the time furnished to Subscriber, each Offering Document was true, accurate and complete in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such Offering Document, in the light of the circumstances under which made, not materially misleading.

(o) Reliance. The Company acknowledges that Subscriber is relying on the representations and warranties of the Company in this Section 6, which the Company agrees are a material inducement to Subscriber purchasing the Offered Securities. The Company further acknowledges that without such representations and warranties, Subscriber would not submit the Subscription.

(p) Bad Actor Disqualification. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "**Disqualification Event**") is applicable to the Company or, to the knowledge of the Company, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable. As used in this Agreement, the term "**Company Covered Person**" means (with respect to the Company as an "issuer" under Rule 506(b)), any person listed in the first paragraph of Rule 506(d)(1). The Company has exercised reasonable care to determine the accuracy of the representation hereunder by, amongst other things, requiring each Company Covered Person to deliver a certificate attesting to the presence or absence of any condition or event with respect to each such Person that would constitute a "bad actor" disqualifying event.

(q) Other Subscribers. The Company has not entered into any side letter or similar agreement with any Other Subscriber in connection with such Other Subscriber's direct or indirect investment in the Company. Each Other Subscriber will enter into the applicable Other Subscription Agreement and no other side letters or similar agreements with respect to its investment in the shares of Common

Stock in connection with the Offering. Each Other Subscription Agreement is in the same form and contains the same terms and provisions as this Agreement.

**7. Changes to the Offering.**

(a) Except as set forth in subsection (b) hereof, any changes or modifications to the terms of the Offered Securities or any aspect of the Offering, or to the Transaction Documents, made or agreed to by the Company after the Submission Date and prior to the Closing Date, and which are described in all material respects in a written notice delivered to Subscriber prior to the intended effective date thereof, shall not constitute an amendment to this Agreement and shall be deemed to have been accepted by Subscriber without the requirement of any prior or subsequent consent or approval by or from Subscriber.

(b) Notwithstanding anything to the contrary in the preceding subsection (a) hereof, with respect to any proposed changes or modifications to the terms of the Offered Securities or any aspect of the Offering, or to the Transaction Documents, that the Company determines in its sole discretion would, upon effectiveness, be more likely than not to substantially and materially affect (i) the legal rights and obligations of then-current and future Holders of the Offered Securities, or any then-pending Subscribers, or (ii) the economic terms of the Offered Securities, or (iii) the overall merits and risks of the Offering taken as a whole, the Company will provide Subscriber with advance notice of the proposed changes or modifications and a preliminary supplement to the Offering Memorandum (an "**Offering Supplement**") describing all material aspects of the proposed changes or modifications and the new or adjusted risks that may be associated with or arise therefrom, if and when effective. To the extent such proposed changes or modifications involve or result in revisions to the proposed execution versions of any Transaction Documents previously delivered to Subscriber in anticipation of a Closing, then such notice will include draft revised versions of the affected Transaction Documents along with redline versions comparing such drafts to the versions previously delivered to Subscriber. Subscriber will have ten (10) Business Days after receipt of the notice and Offering Supplement (and any affected Transaction Documents) (the "**Objection Period**") within which to notify the Company in writing of any specific objections to the proposed changes or modifications (including a reasonable description of the basis therefor). The Company shall delay taking any further action on the proposed changes or modifications to the extent necessary to accommodate such objections until such time as a mutually satisfactory resolution is reached between the Company and Subscriber (which may require consideration of similar or unrelated objections made by Other Subscribers in accordance with the process herein) pursuant to the requirements of and process set forth in Section 11 (Management of Disputes).

(c) In the absence of a resolution satisfactory to either Party with respect to any objection received by the Company during the Objection Period in accordance with the preceding subsection (b) hereof, the Company at its sole discretion shall be entitled to decline (or revoke previous acceptance of) any then-pending Subscription submitted by Subscriber and return the Subscription Funds to the Source Account. In the absence of the Company receiving any written objection from Subscriber before expiration of the Objection Period, Subscriber will be deemed to have unconditionally and irrevocably consented and agreed to be bound by the proposed changes or modifications as described in the notice and accompanying Offering Supplement and/or Transaction Documents, and to have waived its rights to commence any Dispute (as defined in Section 9) that may arise therefrom or relate thereto, except to the extent otherwise permitted by applicable U.S. Securities Laws.

## 8. Expiration and Termination.

(a) This Agreement shall expire without the requirement for any action by the Parties and be of no further legal force and effect at 11:59:59 p.m. EST on the Closing Date (the "**Expiration Date**"), unless earlier terminated pursuant to any of the provisions in subsection (b) hereof.

(b) This Agreement may be terminated prior to the Closing Date only if:

(i) for any reason prior to the Closing (and notwithstanding any prior contrary indication by the Company): (A) the Company declines to accept the Subscription, or (B) the Offering is abandoned, withdrawn or otherwise terminated;

(ii) the Company has not delivered the Acceptance and Confirmation Statement on or before sixty (60) days after the Submission Date;

(iii) any representation or warranty of the Company set forth in Section 6 is inaccurate, or the Company has breached or failed to perform any covenant in this Agreement, which inaccuracy, breach or failure to perform is not cured on or before thirty (30) days after receipt by the Company of notice thereof from Subscriber describing the applicable basis thereof in reasonable detail and including the curative actions required to be performed by Subscriber; or

(iv) Subscriber and the Company mutually agree in writing to terminate this Agreement prior to the Closing, upon such terms and with an effective date as agreed to in such writing.

(c) On the effective date of any termination under subsection (b) hereof (a "**Termination Date**"), any Subscription Funds previously delivered to the Company will be returned (without interest) to the Source Account no later than three (3) Business Days after the Termination Date.

(d) On and after the Expiration Date or any earlier Termination Date, this Agreement shall be of no further legal force and effect, *except* that" (i) and **Appendix 8**, Sections 9, 10, 11 and 12, shall survive the expiration or termination of this Agreement and continue unabated through the final day of the Indemnity Period (as defined in Section 9(d)), and (ii) the acknowledgements, covenants and agreement of Subscriber in Section 3, the representations and warranties of Subscriber in Section 4 and Section 5, and the representations and warranties of the Company in Section 6 shall survive indefinitely.

## 9. Indemnification.

(a) Subscriber hereby covenants and agrees to indemnify, hold harmless and reimburse the Company, its Affiliates, and each Related Person, employee, advisor, consultant, agent, representative and Holder of Equity Securities of the Company or its Affiliates (each, a "**Company Indemnitee**"), in each instance to the fullest extent permitted by applicable law, from and against any and all liabilities, injuries, losses, damages (regardless of nature, type or statutory multiple), judgments, awards, recoveries, payments, disbursements, costs, charges, expenses, penalties, fines, interest and the like whatsoever (including reasonable fees, costs and expenses of attorneys and other advisors and experts) (separately and collectively, "**Liabilities**") to which a Company Indemnitee directly or indirectly has, is or may become subject, actually or contingently, jointly or severally, as a result of or in connection with any threatened, actual pending, existing or future allegation, accusation, inquiry, investigation, demand, petition, complaint, cause of action, claim, counterclaim, cross-claim, discovery, proceeding, hearing, trial, mediation, arbitration or lawsuit, and any and all

appeals therein or therefrom ("**Disputes**"), whether or not governed by Section 11 (Management of Disputes), to the extent such Liabilities arise in, result from, or relate to any (i) breach by Subscriber of a covenant or agreement of Subscriber in Section 3, (ii) breach by Subscriber of a representation or warranty of Subscriber in Section 4 or Section 5, (iii) breach by Subscriber of a covenant or agreement, or a representation or warranty, undertaken or made by Subscriber in the Subscription Materials, (iv) inaccuracy or misstatement in or omission from any information provided by or on behalf of Subscriber in the Subscription Materials, or (v) failure by Subscriber to provide information requested by or on behalf of the Company in order to comply with its obligations under the U.S. Securities Laws, the U.S. Sanctions Laws, the U.S. Money Laundering Laws, or any other applicable law in connection with the Subscription or the Offering.

(b) The Company hereby covenants and agrees to indemnify, hold harmless and reimburse Subscriber (and, if Subscriber is an Entity Subscriber, each Related Person and Holder of Equity Securities of Subscriber) (each, a "**Subscriber Indemnitee**"), in each instance to the fullest extent permitted by applicable law, from and against any and all Liabilities to which a Subscriber Indemnitee directly or indirectly has, is or may become subject, actually or contingently, jointly or severally, as a result of or in connection with any threatened, actual pending, existing or future Dispute, whether or not governed by Section 11 (Management of Disputes), to the extent such Liabilities arise in, result from, or relate to any (i) breach by the Company of a covenant or agreement of the Company in any provision of this Agreement, (ii) breach by the Company of a representation or warranty of the Company in Section 6, or (iii) material misrepresentation in, or material omission from, any written Offering Document delivered to Subscriber by or on behalf of the Company in the Offering.

(c) A Company Indemnitee or a Subscriber Indemnitee, as the case may be (an "**Indemnitee**") seeking indemnification pursuant to this Section 9 shall (i) give the Party charged hereunder with the indemnification obligation (or any Successors in Interest, as defined in Section 12(e), to such Party) under subsection (a) or (b) hereof, as applicable (an "**Indemnitor**"), prompt written notice (and all communications delivered to the Indemnitee) of each Liability for which indemnification under this Section 9 is sought (an "**Indemnified Liability**"), (ii) provide prompt, diligent and full cooperation to the Indemnitor, at the sole expense of the Indemnitor, when and as requested by the Indemnitor and/or its legal counsel in connection with the preparation and defense against the Indemnified Liability, and (iii) authorize the Indemnitor to control all aspects of defending against and/or resolving through litigation, negotiated settlement or otherwise such Indemnified Liability and any and all Disputes pertaining thereto; *provided, however*, that the Indemnitor shall not enter into any settlement that affects or may potentially affect any right or interest of an Indemnitee (regardless of the nature, type, character or magnitude of such right or interest) without providing advance notification to and obtaining the prior express written consent of each such Indemnitee, which consent may be granted, withheld and/or conditioned by such Indemnitee in its sole discretion. The settlement notification shall include a detailed summary of all material terms as originally proposed, counter-proposed, and tentatively agreed to, and all proposed or draft documents pertaining to such settlement. For the avoidance of doubt, an Indemnitee shall have no authority to settle any claim on behalf of an Indemnitor.

(d) The right of an Indemnitee to indemnification under this Section 9 shall exist with respect to Indemnified Liabilities (i) occurring during the period between the Submission Date and the Offering Expiration Date, and (ii) as to which written notice from the Indemnitee is received by the Indemnitor before or on the last day of the Indemnity Period (as defined herein). Notice to the Indemnitor of any Indemnified Liability for which indemnification is demanded in accordance with the preceding subsection (b) hereof shall be timely made if received by the Indemnitor prior to or on the last day of the Indemnity Period, notwithstanding that performance of the indemnification

obligations by the Indemnitor may or will occur after expiration of the Indemnity Period. For purposes of this Section 9, unless a different period is required by U.S. Securities Laws, the "**Indemnity Period**" shall be the time period from the Submission Date through and including the first closing date of any Liquidation Event, as defined in the Amended and Restated Certificate.

**10. Governing Law; Notices.**

(a) This Agreement and all matters pertaining to the validity, interpretation and enforcement of its terms and the rights and duties of the Parties arising in connection herewith shall be governed by the statutory and common law of the State of Wyoming (the "**Governing Law**") without giving effect to any conflict or choice of law principles of the State of Wyoming or any other jurisdiction that would result in the application of any laws other than those of the State of Wyoming, except where Governing Law is preempted by the statutory or common law of the United States (including all executive branch agencies, departments, commissions and the like).

(b) Any notice or demand which may be given or required by this Agreement shall be in writing and properly delivered if sent to a Party at its address indicated herein below (or such other address as furnished to the other Party in writing in accordance herewith) using any of the following methods, with the deemed effective date/time of receipt as indicated: (i) by Email, with the deemed date/time of receipt being the time of delivery to the recipient's Inbox as indicated on a printed copy of the delivery confirmation that was automatically generated by the sender's Email system; (ii) by personal messenger or courier, with the deemed date/time of receipt being the time of physical receipt; (iii) by national overnight delivery service (*e.g.*, FedEx, UPS, DHL), with the deemed date/time of receipt being one (1) Business Day after the date of deposit with such service; or (iv) by certified or registered U.S. mail with return receipt card, with the deemed date/time of receipt being the earlier of four (4) Business Days after the date of deposit with the U.S. Postal Service, or the time of physical delivery indicated on the return receipt card. In each case where physical delivery is made under clauses (ii) and (iii) hereof, in order for notice to be valid such delivery must be confirmed by signature of the recipient (or an authorized individual if the recipient is not an individual).

If to the Company: *eVERTIPORTS* International Corporation
1270 6th Avenue
New York, NY 10020
info@e-vertiports.com

If to Subscriber: To the address provided on the applicable Subscriber signature page hereto.

For purposes hereof, a "**Business Day**" is any weekday on which banks (including federally chartered banks with New York branches) and credit unions are open to the public to provide depository services at all times between the hours of 9:00 a.m. and 4:00 p.m. EST, and specifically excludes any weekday that is declared, in whole or in part: (*x*) a legal holiday in the State of New York, (*y*) any other bank and credit union holiday on which the Banking Commissioner of the State of New York authorizes the closing of all banks (including federally chartered banks with New York branches) in the state, or (*z*) a day on which all such banks will be closed whenever it appears to the Banking Commissioner that such action is required as a result of an emergency, or for good cause shown.

(c) The Parties agree that verbal conversations, SMS/text messaging, and similar forms of instant communication services (*e.g.*, Facebook Messenger, WhatsApp, Signal, Discord, or similar

messaging Applications) are acceptable only for communication of ordinary course information, but are not authorized methods for the delivery of notices hereunder. Any purported delivery of notice by such unauthorized methods shall be null and void ab initio and of no legal force and effect.

**11. Management of Disputes.**

(a) The Parties irrevocably and unconditionally agree that any and all Disputes of any nature or type whatsoever that arise from or relate to this Agreement or the validity, interpretation and enforcement of any of its terms and which they are unable to resolve amicably and informally through mutual good faith efforts, shall not be filed in and adjudicated by the public courts of any jurisdiction but instead shall be submitted to (or, if filed in any public court in contravention hereof, then transferred to), presided over, and decided (i) first, by non-binding confidential mediation ("**Mediation**"), and if such Mediation is abandoned, fails to commence or conclude, or is unsuccessful, then (ii) second, by mandatory binding confidential arbitration ("**Arbitration**"), in each instance subject to and in accordance with the process set forth at **Attachment 7** hereto (the "**Dispute Management Rules**") as the sole and exclusive jurisdiction and forum for each and every such Dispute.

(b) IN FURTHERANCE OF THE PRECEDING SUBSECTION (a) HEREOF, EACH PARTY HEREBY (I) IRREVOCABLY AND UNCONDITIONALLY AGREES TO ALL DISPUTES BEING SOLELY AND EXCLUSIVELY SUBMITTED TO, PRESIDED OVER, AND DECIDED BY ONE OR MORE PRIVATE INDIVIDUALS (WHO MAY OR MAY NOT BE RETIRED JUDGES) SERVING AS NEUTRAL MEDIATORS OR ARBITRATORS PURSUANT TO THIS SECTION 11 AND THE DISPUTE MANAGEMENT RULES, AND (II) KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES AND RELINQUISHES, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY THAT WOULD OTHERWISE BE AVAILABLE TO SUCH PARTY IN THE PUBLIC COURTS IN THE ABSENCE OF SUCH AGREEMENT AND WAIVER.

**12. Miscellaneous.**

(a) Frequently Used Terms. Each of the following capitalized terms, when used in various provisions of this Agreement, has the meaning ascribed thereto:

(i) "**Affiliate**" means and includes, with respect to a specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such specified Person, where control is determined by possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the applicable Person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "**Common Stock**" means and includes the Class A-1 Common Stock authorized and issued to Subscribers whose Subscriptions are accepted in the Offering, the Class A-2 Common Stock authorized and issued to Persons associated with the founder, and the nonvoting Class B Common Stock authorized and reserved for issuance to Key Contributors.

(iii) "**Equity Securities**" of the Company (or any other Person when used in reference to such other Person) means and includes any and all currently existing (as of the Closing Date) and any future: classes, sub-classes, series and sub-series of voting and nonvoting equity securities of the Company (whether or not currently authorized); rights, options, or warrants to

purchase any Equity Securities; and/or other securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for any Equity Securities.

(iv) "**Holder**" means the Person identified on the books and records of the Company as the named holder of record of any class of Common Stock, or a Penny Warrant.

(v) "**Offering Documents**" means and includes the Offering Memorandum, any Offering Supplement; any abbreviated version or executive summary of the Offering Memorandum or any Offering Supplement, any written presentation made or delivered to Subscriber about the Company and/or any aspect of the Offered Securities or the Offering, and any disclosure schedule to a Transaction Document delivered to Subscriber prior to or on the Closing of the Subscription.

(vi) "**Person**" means and includes an individual, corporation, partnership, trust, limited liability company, association or other form entity recognized under applicable law.

(vii) "**Related Person**" means and includes each director, executive officer, limited liability company manager or managing member, Beneficial Owner of ten percent (10%) or more of voting equity securities of the subject Person, and each immediate family member of the foregoing.

(viii) "**Transaction Documents**" means the documents, certificates and instruments required by the Company to properly effect consummation of the purchase, sale and issuance of the Offered Securities to Subscriber and the Other Subscribers whose Subscriptions are accepted by the Company in accordance with this Agreement, in definitive form as executed and delivered by the Parties at the Closing. The Transaction Documents are expected to consist of the following:

(A) a Securities Purchase Agreement;

(B) a Shareholders' Agreement;

(C) an Investors' Rights Agreement;

(D) a Class A-1 Common Stock Certificate;

(G) a Penny Warrant;

(H) copies of the as-filed Amended and Restated Certificate, and the Bylaws;

(I) any other documents, certificates and instruments required by the Company or to which the Parties mutually agree are necessary for proper consummation of the transactions.

(b) Further Cooperation. The Parties undertake to use diligent efforts to take, or cause to be taken, such action, to execute and deliver, or cause to be executed and delivered, such additional documents and instruments and to do, or cause to be done, all things necessary, proper or appropriate under the provisions of this Agreement and under applicable law to effectuate the purposes of this Agreement.

(c) Attorney-in-Fact. Subscriber hereby constitutes, designates and appoints the Company his/her/its

true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution for Subscriber and in Subscriber's name, place and stead, in any and all capacities and to take any and all other actions as are authorized by the power of attorney contained in this Agreement as fully and completely as Subscriber could do if personally present or directly acting. The power of attorney granted hereby shall be deemed an irrevocable special limited power of attorney, coupled with an interest, authorizing the Company, as attorney-in-fact for Subscriber, to act for and on behalf of Subscriber solely in connection with the following:

(i) to make such inquiries and further examinations of or based on information provided by Subscriber in any Subscription Materials for the purpose of complying with U.S. Securities Laws, U.S. Sanctions Laws, U.S. Money Laundering Laws, and all other applicable laws pertaining to the Offering;

(ii) to make and deliver at the Closing photocopies of the Omnibus Signature Page signed by Subscriber and delivered with this Agreement as directed in the Subscription Instructions, and to attach such photocopies to the Transaction Documents at the Closing for the purpose of consummating the purchase, sale and issuance of the Offered Securities pursuant to the Subscription;

(iii) to exercise (or refrain from exercising) the Penny Warrants upon notification from the Company of each Trigger Event as defined therein;

(iv) to approve (or decline) payment of the Exercise Price by the Company for and on behalf of Subscriber in accordance with the terms of the Penny Warrants;

(v) to permit the return to the Source Account of any unapplied Subscription Funds previously delivered by Subscriber in submitting the Subscription;

(vi) to do (or refrain from doing) any further act or deed relating to this Agreement and the transactions that are the subject matter hereof that the Company, as attorney-in-fact for Subscriber, deems necessary or appropriate in its sole discretion.

In furtherance of the foregoing, the Company, as attorney-in-fact for Subscriber, is authorized to acknowledge, make, execute, deliver, swear to, file and record (as applicable) all documents, instruments and certificates the Company deems necessary or appropriate to give effect to and comply with the foregoing clauses (i)-(vi) hereof, or as otherwise required by applicable law. The Company may exercise the power of attorney for Subscriber in any action or manner, or for any purpose, to which the exercise of such power is limited as aforesaid, by the affixing the signature of the Company or by listing Subscriber and affixing the signature of the Company "As attorney-in-fact for" Subscriber. Any Person may conclusively and absolutely rely on such document or instrument so executed, without inquiry, the validity and binding effect of which shall be the same as if directly executed by Subscriber. This grant of authority shall survive the assignment by Subscriber of the whole or any portion of this Agreement or the Offered Securities issued pursuant to the Subscription submitted by Subscriber.

(d) Assignment and Transfer.

(i) Neither this Agreement, nor any benefits, rights, duties, obligations or liabilities which have accrued or which may accrue to Subscriber under or as a result of this Agreement, may be assigned, transferred or conveyed, in whole or in part, voluntarily, involuntarily or by operation of law, for consideration or by gift, bequest or donation, without the prior written

consent of the Company which may be granted, conditioned or withheld by the Company in its sole discretion. No assignment, transfer or conveyance consented to by the Company will be deemed effective until the proposed assignee or transferee provides the Company with such information and executes and delivers all documents and instruments mandated by the Transaction Documents and as the Company determines are necessary or appropriate for effecting compliance with all applicable laws, including (but not limited to) U.S. Securities Laws, U.S. Sanctions Laws, and U.S. Money Laundering Laws. Any purported assignment or transfer not made in accordance herewith shall be null and void ab initio and of no legal force or effect.

(ii) The Company shall be entitled to assign, transfer and convey this Agreement and any benefits, rights, duties, obligations or liabilities which have accrued or which may accrue to the Company under or as a result of this Agreement to any Affiliate in connection with any redomestication, reorganization, recapitalization, consolidation or other transaction or series of transactions which, upon the effective date of consummation, would not constitute or involve a Change in Control of the Company; *provided*, that (*x*) the announcement of any such assignment, transfer or conveyance and the transactions related thereto is made prior to the Offering Expiration Date (even if the effective date of consummation thereof is expected to occur thereafter), and (*y*) the Company delivers advance written notice to Subscriber describing such assignment, transfer or conveyance and the transactions related thereto (which notice may include an Offering Supplement if required under U.S. Securities Laws) not less than five (5) Business Days prior to the announcement described in the foregoing clause (*x*) hereof. For the avoidance of doubt, no assignment, transfer or conveyance by the Company provided for hereunder shall require any greater notice period or any consent or approval by Subscriber unless mandated by virtue of Section 7 (Changes to the Offering).

(e) Successors in Interest. This Agreement and the other Subscription Materials delivered by Subscriber in connection herewith shall survive the incapacity, disability or death of any Individual Subscriber, or any Change in Control of any Entity Subscriber occurring after the Submission Date and shall be binding upon and inure to the benefit of the Parties and their respective past, present and future heirs, administrators, executors, conservators, trustees, beneficiaries, custodians, receivers, legal representatives, successors, assigns and permitted transferees (each, a "**Successor in Interest**"). If Subscriber is comprised of more than one Person, the obligations of such Persons shall be joint and several and the representations, warranties, acknowledgments, covenants and agreements herein shall be deemed to be made by and be binding upon each such Person and its, his or her Successors in Interest. This Agreement is not intended to convey any rights or benefits to any express or implied third party, nor shall this Agreement be interpreted to convey any rights, benefits, duties or obligations to any Person or party except as to such Successors in Interest.

(f) Entire Agreement. This Agreement sets forth the entire understanding and agreement between the Parties regarding the subject matter hereof and supersedes all prior understandings and agreements, written or oral, of any nature or type whatsoever. No representation, promise or inducement regarding the subject matter hereof has been made by any Person that is not embodied in this Agreement, and no Party shall be bound by or liable for any alleged representation, promise or inducement not set forth in this Agreement.

(g) Amendment; Waiver. This Agreement may not be amended or modified except as set forth in a separate writing specifically identifying such changes, executed and delivered by both Parties. Any failure or delay on the part of a Party in exercising any power or right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereunder or otherwise

available in law or in equity. Any waiver of any default hereunder shall not be effective unless in writing. All rights and remedies available to either Party, whether expressly provided for in this Agreement or as otherwise conferred under Governing Law, shall be deemed cumulative and not alternative and may be exercised alone or simultaneously to the extent permitted by Governing Law.

(h) Confidentiality. Subscriber has previously executed and delivered a Confidentiality Agreement by and between Subscriber and the Company pursuant to which Subscriber has been and from time to time may continue to be provided with commercially valuable information pertaining to the Company that is non-public, confidential or proprietary in nature. Subscriber acknowledges the effectiveness of such Confidentiality Agreement and agrees to continue to abide by its terms, conditions and requirements until (i) the Expiration Date hereof at the Closing (at which time the Confidentiality Agreement will be superseded by provisions in the Transaction Documents) or (ii) the date set forth in the Confidentiality Agreement as the effective date of its expiration or termination in the event there is no Closing of the Subscription submitted by Subscriber.

(i) Disclosure Authorization. Subscriber acknowledges having read the Privacy Policy included in the Subscription Materials and consents to its terms. Notwithstanding anything to the contrary expressed or implied in the Privacy Policy, Subscriber understands and agrees that the Company may utilize and disclose to its legal and financial advisors any information in or arising from the Subscription Materials or otherwise pertaining to Subscriber to the extent necessary to comply with U.S. Securities Laws, U.S. Sanctions Laws, U.S. Money Laundering Laws, and all other laws, rules and regulations or policies related thereto as may be or become applicable to the Offering. Subscriber consents to disclosure by the Company and/or such legal and financial advisors of such information to governmental, regulatory, national security, judicial, law enforcement or other authorities, and banks, financial intermediaries, and other third parties anywhere in the world.

(j) Invalidity. If any provision of this Agreement for any reason shall be held to be illegal, invalid or unenforceable, such illegality shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been included herein and the remainder of such provision shall be construed in the manner most consistent with effectuating the purposes of this Agreement and the transactions that are the subject matter hereof.

(k) Construction and Interpretation. The Parties agree that the terms and provisions of this Agreement are the result of negotiations between commercially sophisticated Parties and, as a result, there shall be no presumption that ambiguities, if any, in this Agreement shall be resolved in favor of or against either Party. Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation. Each Party hereto acknowledges that it understands the terms of this Agreement, has consulted with (or has been advised of its right to consult with) its own counsel in connection with this Agreement and the transactions that are the subject matter hereof, and is entering into this Agreement knowingly and voluntarily and without duress, coercion or undue influence of any kind. The headings in this Agreement are for reference convenience only and shall not affect the construction or be taken into consideration in the interpretation hereof.

(l) Consent to Electronic Delivery. Subscriber hereby consents to the electronic delivery and/or submission via e-mail and/or through the use of a secure internet site of all Offering Documents, Subscription Materials and (if applicable) Transaction Documents. Subscriber acknowledges that any such documents may be attached to an e-mail, or may be posted on a secure internet site, in one

or more electronic formats, including Microsoft Word, Microsoft Excel, PDF and/or such other format as may be appropriate ("**Electronic Communication**"), and that Subscriber must use the appropriate computer program to open, view and print them. Subscriber acknowledges that any Electronic Communication presents a risk that delivery and/or submission may be delayed or not completed for various reasons such as system outages or internet service interruptions, and that there may be certain costs associated with electronic delivery and/or submission that differ from delivery and/or submission in paper form. Subscriber acknowledges and accepts the risk that even with secure internet sites there is a risk of unauthorized access of such information, transmission delays, errors, data corruption, or unauthorized access of such information and the internet site is used solely at Subscriber's own risk. If Subscriber does not have the necessary computer programs required to access documents delivered electronically via e-mail or posting on a secure internet site, Subscriber may contact the Company to obtain the required program. Subscriber acknowledges that the consent to Electronic Communication provided hereby shall be effective until revoked by Subscriber, which may be effected at any time by sending written notice thereof to the Company at its address set forth in Section 10(b).

(m) Counterparts; Signatures. This Agreement may be executed and delivered in any number of counterparts, each of which shall constitute the legal, valid, and binding execution hereof by the applicable Party. An electronic or digitized depiction of a signature, or a photocopy or facsimile of an original signature, that appears on any counterpart signature page shall be treated in all respects and for all purposes of this Agreement as equivalent to and representative of the original manual signature of the named signatory (whether signing for himself or herself or in a representative capacity); *provided*, that such named signatory has knowledge of this Agreement and of such depiction, photocopy or facsimile being used for such purpose. The electronic transmittal by methods authorized in Section 10 of a signature that conforms to the requirements hereof shall be deemed equivalent to, and constitute proper delivery of, an original signature page of this Agreement.

[*Subscriber signature page(s) follow*.]

Subscription Agreement Signature Page
**- Individual Subscribers -**

**IN WITNESS WHEREOF**, each Individual Subscriber below, having read and understood the foregoing Subscription Agreement, and having reviewed and confirmed the accuracy and completeness of all information provided herein and in the Appendices hereto, and having completed and signed (as applicable) all items required by such Appendices, does hereby execute and deliver this Agreement, intending to be legally bound hereby as of the date signed.

**Individual Subscriber #_1_**

_____ _____
*Signature* *Date Signed*

_____
*Printed Name*

_____ _____
*Residence Address (not P.O. Box)* *Mailing Address (if different)*

_____ _____
*City State Zip* *City State Zip*

*Tel. No.:* _____ *Email:*_____

*Fax No.:*_____

If applicable, the Individual Subscriber above acknowledges the involvement of the following person(s) as his/her authorized agent and contact person(s) to whom the Company is directed to deliver duplicates of all communications and documents pertaining to the Offering.

**Authorized Agent Information:**

_____
*Representative Name(s)*

_____
*Company Name*

_____ _____
*Business Address (not P.O. Box)* *Mailing Address (if different)*

_____ _____
*City State Zip* *City State Zip*

*Emails:*_____

*Tel. Nos.:* _____

*Fax Nos.:*_____

****** If more than one Subscriber (Entity or Individual) is submitting the Subscription, please duplicate the applicable Signature Page and provide the contact information and signature of each such Subscriber.******

Subscription Agreement Signature Page
**- Entity Subscribers -**

**IN WITNESS WHEREOF**, each Entity Subscriber below, having read and understood the foregoing Subscription Agreement, and having reviewed and confirmed the accuracy and completeness of all information provided herein and in the Appendices hereto, and having completed and signed (as applicable) all items required by such Appendices, does hereby execute and deliver this Agreement, intending to be legally bound hereby as of the date signed.

**Entity Subscriber #_1_**

_____
*Printed Name of Entity*

By: _____ _____
*Signature of Authorized Representative* *Date Signed*

_____
*Printed Name and Title*

*Tel. No.:* _____ *Email:* _____

*Fax No.:* _____

_____ _____
*Principal Office Address (not P.O. Box)* *Mailing Address (if different)*

_____ _____

_____ _____
*City* *State* *Zip* *City* *State* *Zip*

****** If more than one Subscriber (Entity or Individual) is submitting the Subscription, please duplicate the applicable Signature Page and provide the contact information and signature of each such Subscriber.******

**Attachment 1**

Subscription Declaration

*See attached.*

## Subscription Declaration

***To be completed for each Subscription, regardless of the types of Subscribers submitting the Subscription.***

1. Total desired investment amount from all Subscribers on this Subscription: $_____.00 (the "Subscription Funds")

2. If **two or more Subscribers** are signing the Subscription Agreement and submitting the Subscription:

   - Please check the appropriate box to **indicate the manner of ownership** of the Offered Securities:

     [____] Joint Tenants with right of survivorship
     [____] Tenants by the Entirety
     [____] Tenants in Common
     [____] Other: _____

     _____

     _____

   - Please state the **nature of the relationship** between or amongst the Subscribers:

     _____

     _____

     _____

     _____

     _____

   - Based on the manner of ownership indicated above, or as otherwise required by the terms of any trust agreement, IRA Account, or by operation of law, please state below the **legal name to be used to identify the holder of record of the Offered Securities**, which will be duplicated exactly as presented below on all stock certificate(s) and Penny Warrants, and in the stock register and books and records of the Company:

     _____

     _____

     Examples: John Doe and Jane Doe, as Joint Owners with Right of Survivorship (JOWRS)
     John Doe and Jane Doe, as Tenants by the Entirety
     John Doe, as Trustee under Trust dated 11/27/2002 fbo Jane Doe and Bambi Doe
     John Doe, as Conservator of Jane Doe under appointment dated 10/01/2017
     Doe Family Investment Partnership, L.P.
     Doe Brothers Capital, LLC, John Doe and James Doe, as Tenants-in-common

**Attachment 2**

Payment Origination Certification

*See attached.*

**Payment Origination Certification**

Each person* listed as a Subscriber on the Subscription hereby certifies the following with regard to the funds used to purchase the Offered Securities:

***13. Account Identification:***

Financial Institution: _____

Branch Address: _____

_____

_____

Branch Contact Name: _____

Contact Phone Number: _____

Account Owner(s): _____

_____

Owner(s) SSN/Tax ID: _____ _____

If more than one Account Owner, manner in which held: _____

_____

Account Name: _____

Account Number: _____

Date Opened (Approx.): _____

***14. Source of Funds:***

Please summarize the sources of funds used to make this investment (for example, accumulated compensation in a checking or savings account, profits from business activities, investment income, etc.):

_____

_____

_____

_____

_____

* *For certain Entity Subscribers, the Company may be required by OFAC anti-money laundering procedures to "look through" the Entity Subscriber to identify each of its legal or beneficial owners who contributes funds from its own accounts to the Entity Subscriber as an indirect means of participating in the Subscription, and to obtain from each such beneficial owner a Payment Origination Certificate or similar information as required by applicable law.*

**Attachment 3**

Omnibus Signature Pages

*See attached.*

Omnibus Signature Page
**- Individuals -**

**IN WITNESS WHEREOF**, the Parties do hereby execute and deliver this agreement, effective as of the Effective Date set forth therein.

_____

*Signature*

_____

*Printed Name*

***eVERTIPORTS* International Corporation**

By: _____

James R. Barnes
Founder, Chairman & CEO

Omnibus Signature Page
**- Entities -**

**IN WITNESS WHEREOF**, the Parties do hereby execute and deliver this agreement, effective as of the Effective Date set forth therein.

_____

*Name of Entity*

By: _____

*Signature of Authorized Person*

_____

*Printed Name and Title*

***eVERTIPORTS* International Corporation**

By: _____

James R. Barnes
Founder, Chairman & CEO

**Attachment 4**

Form of
Determination Notice

*See attached.*

**Determination Notice**

Having completed its due diligence review of the Subscription for the Offered Securities of the Company submitted by the below persons signatory to the Subscription Agreement ("Subscribers") accepted for review by the Company on the Submission Date indicated, in accordance with Section 1(d) of the Subscription Agreement the Company informs Subscribers of its determination with respect to such Subscription.

Submission Date: _____

Determination Date: _____

- ☐ Accept (as submitted)
- ☐ Accept (with adjustment)
- ☐ Decline

Target Closing Date: _____

*(To be mutually confirmed at least 1 Business Day in advance)*

Subscription Funds delivered: $_____

Subscription Funds accepted: $_____

Unapplied amount to be returned: $_____ *

* *As required by Section 1(d)(i) of the Subscription Agreement, the unapplied amount will be returned (without interest) to the Source Account no later than three (3) Business Days after the Determination Date indicated hereon if the decision is "Decline," or on the Closing Date (as defined in Section 2(a) of the Subscription Agreement) if the decision is "Accept with Adjustment."*

Subscriber Name(s): _____

_____

_____

_____

Holder of Record Name: _____

_____

Please review the attached unsigned and undated draft version of the Acceptance and Confirmation Statement which indicates, on a tentative basis, the number of Offered Securities allocated to the Subscription based on the above determination and the name of the Holder of record taken from your Subscription Declaration. A definitive version of the Acceptance and Confirmation Statement, indicating the final number of Offered Securities being issued in the name of the Record Holder on the Closing Date, will be dated and signed by the Company at the Closing in accordance with Section 1(d)(ii) and Section 1(e) of the Subscription Agreement.

**Attachment 5**

Form of
Acceptance and Confirmation Statement

*See attached.*

**Acceptance and Confirmation Statement**

Having received the executed Subscription Agreement and reviewed the information provided by the below Subscriber(s) in the Subscription Booklet, the Company hereby accepts the Subscription of such Subscriber(s) in the amount of the Subscription Funds indicated, and by such acceptance confirms the issuance of the Offered Securities in the name of the holder of record set forth by the Subscriber(s) on the Subscription Declaration in the amounts calculated in accordance with the Subscription Agreement.

Subscriber Name(s): _____

_____

_____

_____

Holder of Record Name: _____

_____

Subscription Funds:

Delivered**:** $_____.00 Accepted: $_____.00 Returned: $_____.00

**Issuance Calculations**

**(1)** *Number of allocated Class A-1 Common Stock shares*:

$_____.00 accepted Subscription Funds ÷ $0.50 (Offering Price) = _____

**(2)** *Based on line (1), number of Warrant Shares issuable under the Penny Warrant:*

_____ issued Class A-1 Common shares x 0.441177 (Coverage Ratio) = _____

In accordance with the above calculation, the Company will issue and deliver at the Closing, in the name of the record holder indicated on the Subscription Declaration by the above Subscriber(s), a stock certificate for the number of shares of Class A-1 Common Stock set forth in the box in line (1), and a Penny Warrant exercisable for the number of Warrant Shares set forth in the box in line (2).

***eVERTIPORTS*** **International Corporation**

By: _____ _____

James R. Barnes *Date Signed/Acceptance Date*
Founder, Chairman & CEO

**Attachment 6**

Capitalization Tables

*See attached.*

## PRE-OFFERING CAPITALIZATION

Table 1: **All** Issued and Outstanding Class A-2 Common shares held by Founder Group.

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) |
|---|---|---|---|---|---|---|---|---|---|---|
| ***Holders*** | ***Common Stock Class*** | ***Issue Price*** | ***# Shares Issued*** | ***Gross Proceeds*** | ***Fully-diluted Ownership %*** | ***# Votes/ Share*** | ***# Votes Total*** | ***Voting Power As % of Common Majority[5]*** | ***Voting Power As % of Shareholder Majority[6]*** | ***Voting Power As % of Shareholder Supermajority[7]*** |
| Founder Group | Class A-2 | $0.001 | 7,077,550 | $7,078 | 100.00% | 2.25 | 15,924,488 | 100.00% | 100.00% | 100.00% |
| **Totals** | | **--** | **7,077,550** | **$7,078** | **100.00%** | **--** | **15,924,488** | **100.00%** | **100.00%** | **100.00%** |

## OFFERING PERIOD PRO FORMA CAPITALIZATION

Table 2: **All** purchased Class A-1 Common shares issued; **No** Class B Common shares issued; **No** Penny Warrants exercised.

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) |
|---|---|---|---|---|---|---|---|---|---|---|
| ***Holders*** | ***Common Stock Class*** | ***Issue Price*** | ***# Shares Issued*** | ***Gross Proceeds*** | ***Fully-diluted Ownership %*** | ***# Votes/ Share*** | ***# Votes Total*** | ***Voting Power As % of Common Majority*** | ***Voting Power As % of Shareholder Majority*** | ***Voting Power As % of Shareholder Supermajority*** |
| Investors[1] | Class A-1 | $0.50 | 6,800,000 | $3,400,000 | 49.00% | 1.00 | 6,800,000 | 29.92% | 29.92% | 29.92% |
| Founder Group | Class A-2 | $0.001 | 7,077,550 | $7,078 | 51.00% | 2.25 | 15,924,488 | 70.01% | 70.01% | 70.01% |
| **Totals** | | **--** | **13,877,550** | **$3,407,078** | **100.00%** | **--** | **22,724,488** | **100.00%** | **100.00%** | **100.00%** |

Table 3: **All** purchased Class A-1 Common shares issued; **All** Class B Common shares issued; **All** Penny Warrants exercised and Class A-1 Warrant Shares issued.

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) |
|---|---|---|---|---|---|---|---|---|---|---|
| ***Holders*** | ***Common Stock Class*** | ***Issue Price*** | ***# Shares Issued*** | ***Gross Proceeds*** | ***Fully-diluted Ownership %*** | ***# Votes/ Share*** | ***# Votes Total*** | ***Voting Power As % of Common Majority*** | ***Voting Power As % of Shareholder Majority*** | ***Voting Power As % of Shareholder Supermajority*** |
| Investors | Class A-1 | $0.50 | 6,800,000 | $3,400,000 | 34.00% | 1.00 | 6,800,000 | 26.43% | 26.43% | 26.43% |
| Investors | Class A-1 [2] | $0.001 | 3,000,000 | $3,000 | 15.00% | 1.00 | 3,000,000 | 11.67% | 11.67% | 11.67% |
| | | | | | *49.00%* | | *9,800,000* | *38.10%* | *38.10%* | *38.10%* |
| Key Contributors[3] | Class B | $TBD | 3,122,450 | $TBD | 15.61% | 0.00 | 0 | 0.00% | 0.00% | 0.00% |
| Founder Group | Class A-2 | $0.001 | 7,077,550 | $7,078 | 35.39% | 2.25 | 15,924,488 | 61.90% | 61.90% | 61.90% |
| **Totals** | | **--** | **20,000,000** | **$3,410,078** | **100.00%** | **--** | **25,724,488** | **100.00%** | **100.00%** | **100.00%** |

*** *Please refer to the explanatory Notes on the following pages.*

***Notes***

These tables illustrate, on a hypothetical basis (except as to Table 1), the economic stakes and voting power of the classes of Common Stock following commencement of the Offering and thereafter under the scenarios described in the captions accompanying each Table and as further explained in the following Notes.

(1) Assuming all shares of Class A-1 Common are purchased and issued in the Offering, the Investors will hold a 49.00% ownership stake (column (6), light green) and 29.92% of the voting power of the Common Majority (column (9), light green). The Founder Group will hold a 51.00% ownership percentage (column (6), red) and will control the Common Majority with 70.01% of the voting power (column (9), red) due to the Class A-2 Common weighted voting of 2.25 votes per share.

(2) Each Penny Warrant is exercisable for up to 44,117 shares of our Class A-1 Common ("Warrant Shares"). The shares of Class A-2 Common held by the Founder Group is diluted by the issuance of both the Class B Common to Key Contributors and the Class A-1 Warrant Shares to the Investors following exercise of the Penny Warrants. By their terms, the Penny Warrants may be exercised only in connection with a qualifying issuance of Class B Common to a Key Contributor (a "Trigger Event").

Assuming all Penny Warrants are exercised alongside the issuance of all shares of Class B Common, the Investors will be issued additional shares of Class A-1 Warrant Shares representing a 15.00% ownership stake (column (6), medium green) and 11.66% additional voting power of the Common Majority (column (9), medium green) and in total will maintain their 49.00% aggregate ownership stake while increasing their aggregate voting power to 38.10% from 29.92% prior to exercise of the Penny Warrants. The dilutive impact of the issuances of the Class B Common and the Warrant Shares on the Founder Group is illustrated in the red shaded boxes in Table 3.

(3) The Class B Common is issuable only to Key Contributors in accordance with an anticipated Equity Incentive Plan or similar incentive compensation arrangement between the Company and each Key Contributor. The Issue Price of shares of Class B Common is determined as of the deemed date of issuance. Under the Transaction Documents, the dilutive impact from the original issuances of Class B Common is borne solely by the Class A-2 Common held by the Founder Group (until any class of capital stock of the Company is registered (or required to be registered) under Section 12 of the Exchange Act).

Assuming all shares of Class B Common are issued to the Key Contributors (and all Penny Warrants are exercised as described in Note 2), the Key Contributors will hold a 15.61% ownership stake (column (6), yellow). Due to their nonvoting status, the Class B Common will hold 0.00% of the voting power of the Common Majority, Shareholder Majority and Shareholder Supermajority.

(4) The term "Common Majority" is defined in the Amended and Restated Certificate to mean the approval, consent or affirmative vote of 50.00% or more of the issued and then-outstanding shares of all classes and any series of Common Stock, voting together and not separately by class or series. The Common Majority is applicable to and is required in order to approve all routine matters (*i.e.*, matters not involving any Extraordinary Event) submitted to the shareholders. Until such time (if ever) as the Company issues any preferred stock, the percentages that appear in column (9) of Table 2 and Table 3 reflect the relative voting power of the Investors and the Founder Group when voting on Routine Matters and Extraordinary Matters, subject to any changes to such percentages due to future issuances that dilute or otherwise impact such voting power.

(5) The term "Shareholder Majority" is defined in the Amended and Restated Certificate to mean the approval, consent or affirmative vote of 50.00% or more of the issued and then-outstanding shares of all classes and any series of Common Stock *and* all classes or series of preferred stock (if any), voting together and not separately by class or series, and which includes the separate approval, consent or affirmative vote of the Common Majority.

Although an undesignated class of preferred stock is authorized in the Amended and Restated Certificate, the Company does not anticipate designating and issuing any preferred stock during the Offering Period. Until such time (if ever) as the Company issues any preferred stock, the voting power percentages expressed in Table 3, column (10) for the Shareholder Majority will be identical to those in Table 3, column (9) for the Common Majority.

**Attachment 7**

Dispute Management Rules

*See attached.*

**Dispute Management Rules**

## Part I. Mediation.

1. Before resorting to Arbitration, the Parties shall attempt in good faith to resolve any Dispute promptly by participating in confidential non-binding Mediation in accordance with the International Institute for Conflict Prevention and Resolution (or successor organization) ("**CPR**") Model Procedures for the Mediation of Business Disputes ("**CPR Mediation Procedures**"), found at https://drs.cpradr.org/rules/mediation/cpr-mediation-procedure, as in effect at the initiation of such Mediation, *except* where the CPR Mediation Procedures conflict with Section 11 of the Agreement or these Dispute Management Rules, in which case such provisions of this Agreement and Dispute Management Rules shall control.

2. A Mediation may be initiated by either Party by sending a written notice to the other Party stating an intent to initiate Mediation and identifying the subject matter of the Dispute. The Parties shall agree on a single mediator from the CPR Panels of Distinguished Neutrals. The mediator shall be unbiased, impartial and disinterested, and have at least 15 years of experience as a practicing lawyer in the area of U.S. Securities Laws applicable to private placement offerings. If not agreed to by the Parties within ten (10) days after the date on which the Mediation case is filed with CPR, a mediator satisfying at a minimum the criteria herein shall be selected by CPR in accordance with the CPR Mediation Procedures. The Mediation session(s) shall be conducted at a mutually agreeable location reasonably equidistant to and accessible by each Party and acceptable to CPR, and shall be attended by a representative of each Party with specific authority to agree to terms for resolving the Dispute during the Mediation.

3. Neither Party will use the initiation or pendency of a Mediation to disadvantage the other Party, procedurally or otherwise. No statements made by or on behalf of either Party during a Mediation may be used or referred to for any purpose whatsoever during any other proceedings of any nature or type, whether or not governed by Section 11 of the Agreement and these Dispute Management Rules.

## Part II. Arbitration.

1. Any Dispute not definitively resolved through Mediation under Part I of these Dispute Management Rules may be submitted by either Party to Arbitration administered by CPR in accordance with the Rules for Administered Arbitration, as supplemented and modified by the CPR Fast Track Rules for Administered Arbitration (together, the "**CPR Rules**") in effect on filing the Arbitration, found at https://drs.cpradr.org/rules/arbitration/administered-arbitration-rules-2019 and https://drs.cpradr.org/rules/arbitration/fast-track-administered-arbitration-rules, *except* where the CPR Rules conflict with Section 11 of the Agreement or these Dispute Management Rules, in which case such provisions of this Agreement and Dispute Management Rules shall control.

2. The Arbitration shall be heard and decided by a sole arbitrator, unless otherwise indicated under the CPR Rules. The Parties shall agree on a single arbitrator from the CPR Panels of Distinguished Neutrals. The arbitrator shall be unbiased, impartial and disinterested, and have at least 20 years of experience as a practicing lawyer in a regional or national law firm or corporate law department in the area of U.S. Securities Laws applicable to private placement offerings, or a retired or semi-retired judge or judicial magistrate with reasonably similar experience. If not agreed to by the Parties within ten (10) days after the date on which the Arbitration case is filed with CPR, a

mediator satisfying at a minimum the criteria herein shall be selected by CPR in accordance with the Mediation Procedures.

3. The Arbitration shall be held at a mutually agreeable location reasonably equidistant to and accessible by each Party and acceptable to CPR. The arbitral tribunal, and not any court, shall have exclusive responsibility to hear and determine challenges to the jurisdiction of the arbitral tribunal. Subject to any extension granted under Rule 4.5 of the CPR Rules, the Arbitration shall be conducted in accordance with a procedural timetable providing for the delivery of an award within ninety (90) days after the arbitral tribunal is constituted.

4. In rendering any interim or final award, the arbitrator shall apply the Governing Law, *except* that the interpretation and enforcement of Section 11 of the Agreement and Part II of these Dispute Management Rules shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq*. Each Party irrevocably and unconditionally waives and relinquishes any right to seek, and the arbitrator shall be prohibited from awarding, any punitive, exemplary, special, consequential (including lost sales or lost profits) or multiplied damages, except to the extent waiver of any such damages is prohibited by U.S. Securities Laws. The final decision of the arbitrator shall be conclusive and binding on the Parties, and may not be appealed except to the extent authorized by and in accordance with the Appellate Arbitration Procedure ("**CPR Appeals Procedure**") in effect on filing the appeal of the Arbitration, found at https://drs.cpradr.org/rules/arbitration/appellate-arbitration-procedure, *except* where the CPR Appeals Procedure conflicts with Section 11 of the Agreement or these Dispute Management Rules, in which case such provisions of this Agreement and Dispute Management Rules shall control.

5. The Parties hereby consent to the jurisdiction of the United States District Court for the district in which the Arbitration is held for enforcement of these Dispute Management Rules, the CPR Mediation Procedures, CPR Rules, CPR Appeals Procedure, and/or for enforcement of or entry of judgment on any interim or final award rendered in any Arbitration. Should such court for any reason lack jurisdiction, the Parties agree that any other federal or state court with jurisdiction over the Parties and the Dispute shall be entitled enforce this provision and enter judgment on any such interim or final award.

6. Each Party has the right, before the filing of a petition for Arbitration or if, following such filing, the arbitrator(s) cannot act on the Arbitration within an acceptable period, then during the pendency of an Arbitration, to seek and obtain from an appropriate court, provisional or emergency remedies or relief including (but not limited to) levy, attachment, replevin, execution, temporary restraining order, preliminary injunction and the like, to the extent available under applicable law, to avoid irreparable harm, maintain the status quo, or preserve any assets, property or subject matter of the Dispute from or against which any interim or final award or judgment may be satisfied.