

FORM OF SUBSCRIPTION AGREEMENT

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT THEIR INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THE OFFERING (AS DEFINED BELOW).

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE “ACT”), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND STATE SECURITIES OR BLUE SKY LAWS. ALTHOUGH AN OFFERING STATEMENT HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), THAT OFFERING STATEMENT DOES NOT INCLUDE THE SAME INFORMATION THAT WOULD BE INCLUDED IN A REGISTRATION STATEMENT UNDER THE SECURITIES ACT. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THE OFFERING OR THE ADEQUACY OR ACCURACY OF THIS SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO SUBSCRIBER IN CONNECTION WITH THE OFFERING OVER THE WEB-BASED PLATFORM MAINTAINED BY THE COMPANY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

INVESTORS THAT ARE NOT “ACCREDITED INVESTORS” (AS THAT TERM IS DEFINED IN SECTION 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT) ARE SUBJECT TO LIMITATIONS ON THE AMOUNT THEY MAY INVEST, AS SET OUT IN SECTION 4. THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH SUBSCRIBER IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY SUBSCRIBER IN CONNECTION WITH THE OFFERING TO DETERMINE THE APPLICABILITY TO THE OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY’S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS “ESTIMATE,” “PROJECT,” “BELIEVE,” “ANTICIPATE,” “INTEND,” “EXPECT” AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT’S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY’S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THE COMPANY MAY NOT BE OFFERING THE SECURITIES IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE SECURITIES ARE NOT BEING OFFERED.

THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF SECURITIES THE INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES WILL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.

TO: Robot Cache US Inc.
5910 Pacific Center Boulevard, Suite 310
San Diego, California 92121

Ladies and Gentlemen:

1. Subscription.

(a) The undersigned ("**Subscriber**") hereby irrevocably subscribes for and agrees to purchase, at a purchase price of \$0.6060 per Unit, units (the "**Units**") comprising two shares of common stock, par value \$0.001 per share (the "**Common Stock**"), of Robot Cache US Inc., a Delaware corporation (the "**Company**"), and a warrant to purchase one share of Common Stock (the "**Warrant**"), upon the terms and conditions set forth herein. The minimum subscription is \$1,000.00 (1,650 Units). The shares of Common Stock, the Warrants and the Units being subscribed for under this Subscription Agreement are also referred to as the "**Securities.**" The terms of the Warrants are as set forth in the Form of Warrant attached as Appendix B to this Subscription Agreement. In this Subscription Agreement, the shares of Common Stock issuable as part of a Unit are referred to as the "**Unit Shares,**" and the shares of Common Stock issuable upon exercise of the Warrants are referred to as the "**Warrant Shares.**"

(b) Subscriber understands that the Securities are being offered pursuant to an offering circular dated [____], 2021 (the "**Offering Circular**") included in the offering statement of the Company filed with the SEC (the "**Offering Statement**"). By executing this Subscription Agreement, Subscriber acknowledges that he, she or it has received this Subscription Agreement, copies of the Offering Circular and Offering Statement, including exhibits thereto and any other information required by Subscriber to make an investment decision.

(c) Subscriber's subscription may be accepted or rejected in whole or in part, by the Company, in its sole discretion, at any time before a Closing Date (as defined below). In addition, the Company, at its sole discretion, may allocate to Subscriber only a portion of the number of Securities for which Subscriber has subscribed. The Company will notify Subscriber whether his, her or its subscription is accepted (whether in whole or in part) or rejected. If Subscriber's subscription is rejected, Subscriber's payment (or portion thereof, if partially rejected) will be returned to Subscriber without interest and all of Subscriber's obligations hereunder will terminate.

(d) The aggregate number of Securities sold will not exceed 16,501,650 Units (the "**Maximum Offering**"). The Company may accept subscriptions until the earliest of (i) the 120th day after the date as of which the SEC qualifies the Offering Statement (or such later day as the Company determines, if, in its sole discretion, it extends the offering of the Units (the "**Offering**")), (ii) the date as of which all Units offered by the Offering Circular have been sold and (iii) any such earlier time as the Company may determine in its sole discretion, regardless of the number of Units sold and the amount of capital raised (the earliest of such dates, the "**Termination Date**"). The Company may elect at any time to close all or any portion of the Offering, on various dates at or before the Termination Date (each a "**Closing Date**").

(e) In the event of rejection of this subscription in its entirety, or if the sale of the Securities (or any portion thereof) is not consummated for any reason, this Subscription Agreement will have no force or effect, except for Section 5 hereof, which will remain in force and effect.

2. Purchase Procedure.

(a) Payment. The purchase price for the Securities will be paid simultaneously with the execution and delivery to the Company of the signature page of this Subscription Agreement. Subscriber shall deliver a signed copy of this Subscription Agreement along with payment for the aggregate purchase price of the Securities by debit card, credit card, ACH electronic transfer, wire transfer, or check to an account designated by the Company, or by any combination of such methods.

(b) Recordkeeping. Subscriber will receive notice of the Securities owned by Subscriber, as reflected on the Company's books and records, which will bear a notation that the Securities were sold in reliance upon Regulation A.

3. Representations and Warranties of the Company.

The Company represents and warrants to Subscriber as follows:

(a) Organization and Standing. The Company is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Subscription Agreement and any other agreements or instruments required hereunder. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

(b) Issuance of the Securities. The issuance, sale and delivery of the Units and the Unit Shares in accordance with this Subscription Agreement have been duly authorized by all necessary corporate action on the part of the Company. The Unit Shares, when so issued, sold and delivered against payment therefor in accordance with the provisions of this Subscription Agreement, will be duly and validly issued, fully paid and non-assessable. The Warrants have been duly authorized by all necessary corporate action on the part of the Company. Upon due exercise of the Warrants and payment of the exercise price therefor and when issued in compliance with provisions of applicable law, the Warrant Shares will be validly issued, fully paid and non-assessable.

(c) Authority. The execution and delivery by the Company of this Subscription Agreement and the Warrants and the consummation of the transactions contemplated hereby (including the issuance, sale and delivery of the Securities) are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon execution of this Subscription Agreement and the Warrants, this Subscription Agreement and the Warrants will constitute valid and binding agreements of the Company, enforceable against the Company in accordance with their respective terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or state securities laws.

(d) No filings. Assuming the accuracy of Subscriber's representations and warranties set forth in Section 4 hereof, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with the execution, delivery and performance by the Company of this Subscription Agreement and the Warrants, except (i) for such filings as may be required under Regulation A or under any applicable state securities laws, (ii) for such other filings and approvals as have been made or obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Company to perform its obligations hereunder.

(e) Capitalization. The authorized and outstanding securities of the Company immediately before the initial investment in the Securities is as set forth under “Securities Being Offered” in the Offering Circular. Except as set forth in the Offering Circular, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), or agreements of any kind (oral or written) for the purchase or acquisition from the Company of any of its securities.

(f) Financial statements. Complete copies of the Company’s financial statements consisting of the balance sheets of the Company as at December 31, 2018 and 2019 and the related statements of income, stockholders’ equity and cash flows for the years ended December 31, 2018 and 2019 (the “**Financial Statements**”) have been made available to Subscriber and appear in the Offering Circular. The Financial Statements are based on the books and records of the Company and fairly present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations and cash flows of the Company for the periods indicated. IndigoSpire CPA Group, LLC, which has audited the Financial Statements, is an independent accounting firm within the rules and regulations adopted by the SEC.

(g) Proceeds. The Company shall use the proceeds from the issuance and sale of the Securities as set forth in “Use of Proceeds” in the Offering Circular.

(h) Litigation. Except as set forth in the Offering Circular, there is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company’s knowledge, currently threatened in writing (i) against the Company or (ii) against any consultant, officer, manager, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.

4. Representations and Warranties of Subscriber. By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Securities subscribed for hereby in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) represents and warrants to the Company as follows, in each case as of Subscriber’s respective Closing Date(s):

(a) Requisite Power and Authority. Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement and other agreements required hereunder and to carry out their provisions. All actions on Subscriber’s part required for the lawful execution and delivery of this Subscription Agreement and other agreements required hereunder have been or will be effectively taken before the Closing Date. Upon their execution and delivery, this Subscription Agreement and other agreements required hereunder will be valid and binding obligations of Subscriber, enforceable in accordance with their respective terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors’ rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) Investment Representations. Subscriber understands that the Securities have not been registered under the Securities Act and that the Securities are being offered and sold pursuant to an exemption from registration contained in the Securities Act and, in part, upon Subscriber’s representations contained in this Subscription Agreement.

(c) Illiquidity and Continued Economic Risk. Subscriber acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. Subscriber must bear the economic risk of this investment indefinitely and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934) with respect to facilitating trading or resale of the Securities. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber’s entire investment in the Securities. Subscriber also understands that an investment in the Company involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of Securities.

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(d) Accredited Investor Status or Investment Limits. Subscriber represents that:

EITHER (i) Subscriber is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act (in which case Subscriber has truthfully indicated, on the signature page of this Subscription Agreement, the numbered paragraph(s) of Appendix A (attached hereto) corresponding to Subscriber’s accredited investor status);

OR (ii) The purchase price set out in paragraph (b) of the signature page to this Subscription Agreement, together with any other amounts previously used to purchase Securities in the Offering, does not exceed (A) 10% of the greater of Subscriber’s annual income or net worth (if Subscriber is a natural person) or (B) 10% of the greater of Subscriber’s annual revenue or net assets at fiscal year end (if Subscriber is not a natural person).

(e) Professional advice. To the extent that Subscriber has any questions with respect to his, her or its status as an accredited investor, or as to the application of the investment limits, Subscriber has sought professional advice.

(f) Stockholder information. Within five days after receipt of a request from the Company, Subscriber hereby shall provide such information with respect to its status as a stockholder (or potential stockholder) and execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject. **Subscriber further agrees that in the event it transfers any Securities, it will require the transferee of such Securities to agree to provide such information to the Company as a condition of such transfer.**

(g) Company Information. Subscriber understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Circular. Subscriber has had such opportunity as it deems necessary (which opportunity may have presented through online chat or commentary functions) to discuss the Company’s business, management and financial affairs with managers, officers and management of the Company and has had the opportunity to review the Company’s operations and facilities. Subscriber has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Subscriber acknowledges that except as set forth herein, no representations or warranties have been made to Subscriber, or to Subscriber’s advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

(h) Valuation. Subscriber acknowledges that the price of the Securities was set by the Company on the basis of the Company’s internal valuation and no warranties are made as to value. Subscriber further acknowledges that future offerings of Securities may be made at lower valuations, with the result that Subscriber’s investment will bear a lower valuation.

(i) Domicile. Subscriber maintains Subscriber’s domicile (and is not a transient or temporary resident) at the address shown on the signature page.

(j) No Brokerage Fees. There are no claims for brokerage commission, finders’ fees or similar compensation in connection with the transactions contemplated by this Subscription Agreement or related documents based on any arrangement or agreement binding upon Subscriber.

(k) Foreign Investors. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986), Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber’s subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of Subscriber’s jurisdiction.

5. Survival of Representations and Indemnity. The representations, warranties and covenants made by Subscriber herein and the rights and agreements set forth in Section 6 will survive the Termination Date. Subscriber agrees

to indemnify and hold harmless the Company and its respective officers, directors and affiliates, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by Subscriber to comply with any covenant or agreement made by Subscriber herein or in any other document furnished by Subscriber to any of the foregoing in connection with this transaction.

6. Market Stand-off. Subscriber shall not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale of, any Common Stock (or other securities of the Company) held by Subscriber during the one hundred eighty (180) day period following the effective date of a registration statement filed under the Securities Act (or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including the restrictions contained in NYSE Rule 472(f)(4) or any successor provisions or amendments thereto). The Company may impose stop-transfer instructions and may notate each such certificate, instrument or book entry with a legend indicating that the securities represented by such certificate, instrument or book entry are subject to the foregoing restriction until the end of such one hundred eighty (180) day (or other) period. Subscriber agrees to execute a market stand-off agreement with the underwriters in the related offering in customary form consistent with the provisions of this Section 6.

7. Governing Law; Jurisdiction. This Subscription Agreement will be governed and construed in accordance with the laws of the State of New York.

EACH OF THE SUBSCRIBER AND THE COMPANY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE OF NEW YORK AND NO OTHER PLACE AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS SUBSCRIPTION AGREEMENT NOT ARISING UNDER THE FEDERAL SECURITIES LAWS MAY BE LITIGATED IN SUCH COURTS. EACH OF SUBSCRIBER AND THE COMPANY ACCEPTS FOR ITSELF AND HIMSELF AND IN CONNECTION WITH ITS AND HIS RESPECTIVE PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT NOT ARISING UNDER THE FEDERAL SECURITIES LAWS. EACH OF SUBSCRIBER AND THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN THE MANNER AND IN THE ADDRESS SPECIFIED IN SECTION 8 AND THE SIGNATURE PAGE OF THIS SUBSCRIPTION AGREEMENT.

8. Notices. Notice, requests, demands and other communications relating to this Subscription Agreement and the transactions contemplated herein are to be in writing and deemed duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed, telecopied or cabled, on the date of such delivery to the address of the respective parties as follows:

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If to the Company, to:

Robot Cache US Inc.
5910 Pacific Center Boulevard, Suite 310
San Diego, California 92121

with a required copy to:

Ross Law Group, PLLC
75 Maiden Lane, Suite 607
New York, NY 10038

If to a Subscriber, to Subscriber's address as shown on the signature page hereto

or to such other address as may be specified by written notice from time to time by the party entitled to receive such notice. Any notices, requests, demands or other communications by telecopy or cable are to be confirmed by letter given in accordance with Section 8(a) or 8(b) above.

9. Miscellaneous.

(a) All pronouns and any variations thereof will be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

(b) This Subscription Agreement is not transferable or assignable by Subscriber.

(c) The representations, warranties and agreements contained herein will be deemed to be made by and be binding upon Subscriber and its heirs, executors, administrators and successors and will inure to the benefit of the Company and its successors and assigns. With respect to any representation or warranty made in this Subscription Agreement, (i) an individual shall be deemed to have “knowledge” of a particular fact or other matter if the individual is actually aware of that fact and (ii) the Company will be deemed to have “knowledge” of a particular fact or other matter if one of the Company’s current officers has, or at any time had, actual knowledge of that fact or other matter.

(d) None of the provisions of this Subscription Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and Subscriber.

(e) In the event any part of this Subscription Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement.

(f) The invalidity, illegality or unenforceability of one or more of the provisions of this Subscription Agreement in any jurisdiction will not affect the validity, legality or enforceability of the remainder of this Subscription Agreement in such jurisdiction or the validity, legality or enforceability of this Subscription Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder will be enforceable to the fullest extent permitted by law.

(g) This Subscription Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

(h) The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof will confer, third-party beneficiary rights upon any other person.

(i) The headings used in this Subscription Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(j) This Subscription Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(k) If any recapitalization or other transaction affecting the stock of the Company is effected, then any new, substituted or additional securities or other property which is distributed with respect to the Securities will be immediately subject to this Subscription Agreement, to the same extent that the Securities, immediately prior thereto, will have been covered by this Subscription Agreement.

(l) No failure or delay by any party in exercising any right, power or privilege under this Subscription Agreement will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided will be cumulative and not exclusive of any rights or remedies provided by law.

[SIGNATURE PAGE FOLLOWS]

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

Subscriber, desiring to purchase Units of Robot Cache US Inc., hereby executes the Subscription Agreement to which this signature page is attached.

(a) Subscriber is an accredited investor (as that term is defined in Regulation D under the Securities Act) because Subscriber meets the criteria set forth in one or more of the numbered paragraph(s) of Appendix A, then print the applicable paragraph number(s) from Appendix A: _____).

(b) Subscriber is paying an aggregate purchase price of \$ _____ for _____ Units.

(c) The Securities being subscribed for will be owned by, and should be recorded on the Company's books as held in the name of:

(print name of owner or names of joint owners)

Signature of Subscriber

Name (please print)

Email address

Address

Telephone Number

Social Security Number/EIN

Date

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If the Securities are to be purchased in joint names, both Subscribers must sign:

Signature of Subscriber

Name (please print)

Email address

Address

Telephone Number

Social Security Number/EIN

Date

This Subscription is accepted by the Company on _____, 2021

ROBOT CACHE US INC.

By: _____

Name:

Title:

APPENDIX A

An accredited investor includes the following categories of investor. Please initial next to the number or numbers below that describe Subscriber. Additional verification may be required:

(1) Subscriber is a natural person whose individual net worth (or combined net worth with Subscriber's spouse if Subscriber is married) as of the date hereof exceeds \$1,000,000. Except as set forth below, in calculating a person's net worth, (i) a person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of the Units, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of the Units exceeds the amount outstanding sixty (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 (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of the Units shall be included as a liability.

(2) Subscriber is a natural person who had an individual "income" exceeding \$200,000 during both of the two most recently completed calendar years (or a joint income with Subscriber's spouse in excess of \$300,000 in each of those years) and who has a reasonable expectation of reaching the same income level in the current calendar year.

(3) Subscriber is a natural person who holds any of the following licenses from the Financial Industry Regulatory Authority (FINRA): a General Securities Representative license (Series 7), a Private Securities Offerings Representative license (Series 82), or a Licensed Investment Adviser Representative license (Series 65).

(4) Subscriber is a natural person who is a "knowledgeable employee" of the Company, if the Company were an "investment company" within the meaning of the Investment Company Act of 1940 (the "ICA") but for Section 33(c)(1) or Section 3(c)(7) of the ICA.

(5) Subscriber is a "business development company," as defined in Section 2(a)(48) of the ICA.

(6) Subscriber is an investment adviser registered under the Investment Advisers Act of 1940 (the "*Advisers Act*") or the laws of any state.

(7) Subscriber is an investment adviser described in section 203(l) (venture capital fund advisers) or section 203(m) (exempt reporting advisers) of the Advisers Act.

(8) Subscriber is a trust with total assets in excess of \$5,000,000 that was not formed for the specific purpose of acquiring the securities offered hereby, and the investment decisions for which are made by a sophisticated person capable of evaluating the merits and risks of the proposed investment.

(9) Subscriber is a revocable trust that may be amended or revoked at any time by the grantors thereof, and all of the grantors are accredited investors.

(10) Subscriber is a Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or Section 301(d) of the Small Business Investment Act of 1958.

(11) Subscriber is a “private business development company” as defined in Section 202(a)(22) of the Advisers Act.

(12) Subscriber is a bank, insurance company, registered investment company, business development company, small business investment company, or rural business development company.

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(13) Subscriber is a “family office,” as defined in rule 202(a)(11)(G)-1 under the Advisers Act, if the family office (i) has assets under management in excess of \$5,000,000, (ii) was not formed for the specific purpose of acquiring the securities offered, and (iii) 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.

(14) Subscriber is a “family client,” as defined in rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements above, whose investment in the Company is directed by such family office.

(15) Subscriber is a corporation, a limited liability company, a Massachusetts or similar business trust, a partnership, or a non-profit organization of the type described in Internal Revenue Code section 501(c)(3), in each case not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.

(16) Subscriber is an “employee benefit plan” (within the meaning of Title I of ERISA) and either (i) the decision to invest in the Company was made by a plan fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (ii) the plan has total assets exceeding \$5,000,000; or (iii) if a self-directed plan, investment decisions are made solely by persons who, if executing this document, would qualify as an accredited investor under one or more of the numbered paragraphs above.

(17) Subscriber is a plan established and maintained by a State, its political subdivisions, or an agency or instrumentality of a State or its political subdivisions, for the benefit of its employees, and the plan has assets in excess of \$5,000,000.

(18) Subscriber is an entity, including Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that was not formed to invest in the securities offered and own investment assets in excess of \$5 million.

(19) Subscriber is an entity. Each of Subscriber’s equity investors, if executing this document, would qualify as an accredited investor under one or more of the numbered paragraphs above.

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**APPENDIX B
FORM OF WARRANT**

THIS WARRANT AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE “*ACT*”) OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THIS WARRANT MUST BE SURRENDERED TO THE COMPANY AS A CONDITION PRECEDENT TO THE SALE, TRANSFER, PLEDGE OR HYPOTHECATION OF ANY INTEREST IN ANY OF THE SECURITIES REPRESENTED HEREBY.

**WARRANT TO PURCHASE SHARES OF COMMON STOCK
of
ROBOT CACHE US INC.**

**Dated as of [insert date]
Void after the date specified in Section 8**

No. [____]

**Warrant to Purchase
[_____] Shares of
Common Stock
(subject to adjustment)**

THIS CERTIFIES THAT, for value received, [insert name of warrant holder], or its registered assigns (the “*Holder*”), is entitled to purchase from Robot Cache US Inc., a Delaware corporation (the “*Company*”), shares (“*Shares*”) of the Company’s Common Stock, \$0.001 par value per Share (the “*Common Stock*”), in the amount, at the price per Share, and during the period, set forth in Section 1, subject to the provisions and upon the terms and conditions set forth herein. The term “*Warrant*” as used herein includes this Warrant and any warrants delivered in substitution or exchange therefor as provided herein. This Warrant is issued as part of an offering of securities by the Company (the “*Offering*”) in accordance with Regulation A under the Securities Act of 1933 (the “*Securities Act*”), pursuant to an offering circular dated _____, 2021, as supplemented or amended (the “*Offering Circular*”), and the Subscription Agreement dated _____, 2021 between the Company and the Holder.

The following is a statement of the rights of the Holder and the conditions to which this Warrant is subject, and to which the Holder, by acceptance of this Warrant, agrees:

1. Number and Price of Shares; Exercise Period.

(a) **Number of Shares Purchasable upon Exercise.** Subject to any previous exercise of this Warrant, the Holder has the right to purchase up to [_____] Shares upon exercise of this Warrant.

(b) **Exercise Price.** The exercise price per Share is \$1.00, subject to adjustment, as described herein (the “*Exercise Price*”).

(c) **Exercise Period.** This Warrant will be exercisable, in whole or in part, from and after the first anniversary of the date as of which the Securities and Exchange Commission qualifies the offering statement related to the Offering Circular until this Warrant’s expiration as set forth in Section 8 (the period of this Warrant’s exercisability, the “*Exercise Period*”).

2. Exercise of the Warrant.

(a) **Exercise.** The purchase rights represented by this Warrant may be exercised at the election of the Holder, in whole or in part, by:

(i) tender to the Company at its principal office (or such other office or agency as it may designate) of a notice of exercise in the form of Exhibit A-1 (the “**Notice of Exercise**”), duly completed and executed by or on behalf of the Holder, together with the surrender of this Warrant; and

(ii) payment to the Company, by ACH, wire transfer, debit card, credit card or check and payable to the order of the Company, of an amount equal to (x) the Exercise Price multiplied by (y) the number of Shares being purchased.

(b) **Stock Certificates.** The rights under this Warrant will be deemed to have been exercised, and the Shares issuable upon such exercise will be deemed to have been issued, immediately before the close of business on the date on which this Warrant is exercised, and the person entitled to receive the Shares issuable upon such exercise will be treated for all purposes as the holder of record of such Shares as of the close of business on such date. As promptly as reasonably practicable on or after such date, the Company shall cause to be issued and delivered to the person or persons entitled to receive the same a certificate or certificates (or a notice of issuance of uncertificated Shares, if applicable) for that number of Shares issuable upon such exercise. If the rights under this Warrant are exercised in part and this Warrant has not expired, the Company shall execute and deliver to the Holder a new Warrant reflecting the number of Shares that remain subject to this Warrant.

(c) **No Fractional Shares or Scrip.** Neither fractional Shares nor scrip representing fractional Shares will be issued upon the exercise of the rights under this Warrant. In lieu of the issuance of a fractional Share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price multiplied by such fraction.

(d) **Conditional Exercise.** By so indicating in the Notice of Exercise, the Holder may exercise this Warrant conditioned upon (and effective immediately before) consummation of any transaction that would cause this Warrant’s expiration pursuant to Section 8.

(e) **Reservation of Shares.** During the Exercise Period, the Company shall take all reasonable action to maintain a sufficient number of authorized and unissued Shares to enable the Holder to exercise his, her or its rights under this Warrant. If at any time the number of authorized but unissued Shares is not sufficient for the purpose of exercising this Warrant, then, without limiting such other remedies as may be available to the Holder, the Company shall use reasonable commercial efforts to take such corporate action as may be necessary, in the opinion of counsel, to increase its authorized and unissued Shares to a number that is sufficient for such purpose. The Company represents and warrants that all Shares that may be issued upon the exercise of this Warrant will, when issued in accordance with the terms hereof, be validly issued, fully paid and nonassessable.

3. Replacement of the Warrant. Subject to the receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and (i) in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or (ii) in the case of mutilation, on surrender and cancellation of this Warrant, the Company at the expense of the Holder may issue, and the Company shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount.

4. Transfer of the Warrant.

(a) **Warrant Register.** The Company shall maintain a register (the “**Warrant Register**”) containing the name and address of the Holder. Until this Warrant is transferred on the Warrant Register in accordance herewith, the Company may treat the Holder as shown on the Warrant Register as the absolute owner of this Warrant for all purposes, notwithstanding any notice to the contrary. The Holder may change his, her or its address as shown on the Warrant Register by written notice to the Company requesting such a change.

(b) **Transferability of the Warrant.** Subject to the provisions of this Warrant with respect to compliance with the Securities Act and limitations on assignments and transfers, including compliance with the provisions of Section 5, title to this Warrant may be transferred by completion and execution, by the transferor

and the transferee, of an assignment in the form attached as **Exhibit B** (the “*Assignment*”) and delivery of the assignment, with this Warrant, by the transferor to the transferee.

(c) **Exchange of the Warrant upon a Transfer.** On surrender of this Warrant (and a duly executed Assignment) to the Company for exchange in connection with the transfer of all or a portion of the rights under this Warrant, subject to the provisions of this Warrant with respect to compliance with the Securities Act and limitations on assignments and transfers, the Company, upon payment by the Holder of any applicable transfer taxes, shall issue to the Holder’s transferee (and, if applicable, the Holder) a new warrant or warrants of like tenor, in the name of the transferee (and, if applicable, the Holder) for the number of Shares issuable upon exercise thereof, and the Company shall register any such transfer upon the Warrant Register. This Warrant (and the rights to the securities issuable upon exercise of this Warrant) must be surrendered to the Company, as a condition precedent to the sale, pledge, hypothecation or other transfer of any interest in this Warrant or in any of the securities for which it is exercisable.

(d) **Taxes.** In no event will the Company be required to pay any tax that may be payable in respect of any transfer involved in the issue and delivery of any certificate, or a book entry, in a name other than that of the Holder, and the Company will not be required to issue or deliver any such certificate, or make any such book entry, unless and until the person or persons requesting the issue or entry thereof have paid to the Company the amount of such tax or have established to the Company’s satisfaction that such tax has been paid or is not payable.

5. Compliance with Securities Laws; Market Stand-off. By acceptance of this Warrant, the Holder agrees to comply with the following:

(a) **Securities Laws.** Except as specifically set forth in this Section 5, this Warrant may not be transferred or assigned in whole or in part, and any such attempt by the Holder to transfer or assign any rights, duties or obligations that arise under this Warrant will be void. Any transfer of this Warrant or the Shares (the “*Securities*”) must be in compliance with all applicable federal and state securities laws. The Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of all or any portion of the Securities, or any beneficial interest therein, unless and until the Holder has given prior written notice to the Company of his, her or its intention to make such disposition.

(b) **Investment Representation Statement and Market Stand-Off Agreement.** Unless the rights under this Warrant are exercised pursuant to an effective registration statement under the Securities Act that includes the Shares with respect to which this Warrant was exercised, it will be a condition to any exercise of the rights under this Warrant that the Holder has executed the Investment Representation Statement and Market Stand-Off Agreement, substantially in the form of **Exhibit A-2**.

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(c) **Market Stand-off Legend.** Each certificate, instrument or book entry representing the Shares issued upon exercise of this Warrant will carry a legend in substantially the following form:

THE SHARES REPRESENTED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD IN THE EVENT OF A PUBLIC OFFERING, AS SET FORTH IN THE WARRANT PURSUANT TO WHICH THESE SHARES WERE ISSUED. A COPY OF THE WARRANT MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY.

6. Adjustments. Subject to the expiration of this Warrant pursuant to Section 8, the number and kind of Shares purchasable hereunder and, the Exercise Price therefor, are subject to adjustment from time to time, as follows:

(a) **Merger or Reorganization.** In connection with any reorganization, recapitalization, merger or consolidation (a “*Reorganization*”) involving the Company (other than as otherwise provided for herein or as would cause the expiration of this Warrant under Section 8) in which Shares are converted into or exchanged for securities, cash or other property, the Company shall provide for the Holder to receive, upon exercise of this Warrant, the kind and amount of securities, cash or other property of the successor entity resulting from such Reorganization that a holder of Shares deliverable upon exercise of this Warrant would have been entitled in such

Reorganization if this Warrant had been exercised immediately before such Reorganization. In any such case, the successor entity shall be required to make appropriate adjustments (as determined in good faith by its board of directors (or other managing person)) in the application of the provisions of this Warrant with respect to the rights and interests of the Holder after such Reorganization, to the end that the provisions of this Warrant will be applicable after the event, as near as reasonably may be, in relation to any Shares or other securities deliverable after that event upon the exercise of this Warrant.

(b) **Reclassification of Shares.** If the Shares issuable upon exercise of this Warrant are changed into the same or a different number of securities of any other class or classes by reclassification, capital reorganization or otherwise (other than as otherwise provided for herein) (a “**Reclassification**”), then, after any such event, in lieu of the number of Shares that the Holder would otherwise have been entitled to receive, the Holder will have the right to exercise this Warrant for a number of shares of such other class or classes of stock that a holder of the number of securities deliverable upon exercise of this Warrant immediately before that change would have been entitled to receive in such Reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(c) **Subdivisions and Combinations.** If the outstanding Shares are subdivided (by stock split, by payment of a stock dividend or otherwise) into a greater number of Shares, the number of Shares issuable upon exercise of this Warrant immediately before such subdivision will, concurrently with its effectiveness, be proportionally increased, and the Exercise Price will be proportionally decreased. If the outstanding Shares are combined (by reclassification or otherwise) into a smaller number of Shares, the number of Shares issuable upon exercise of this Warrant immediately before such combination will, concurrently with its effectiveness, be proportionally decreased, and the Exercise Price will be proportionally increased.

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(d) **Notice of Adjustments.** Upon any adjustment in accordance with this Section 6, the Company shall give the Holder notice thereof, stating the event giving rise to the adjustment, the Exercise Price as adjusted and the number of securities or other property purchasable upon the exercise of this Warrant, and setting forth in reasonable detail the method of calculation of each such adjustment. The Company shall, upon the Holder’s written request, furnish or cause to be furnished to the Holder a certificate setting forth (i) an explanation of any such adjustments, (ii) the Exercise Price in effect at the time of the request and (iii) the number of securities and the amount, if any, of other property that at the time of the request would be received upon exercise of this Warrant.

7. Notification of Certain Events.

(a) Before the expiration of this Warrant as provided in Section 8, if the Company authorizes:

(i) the issuance of any dividend or other distribution on the capital stock of the Company (other than (A) dividends or distributions otherwise provided for in Section 6, (B) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Company or its subsidiaries or (C) repurchases of capital stock of the Company in connection with the settlement of disputes with any stockholder), whether in cash, property, stock or other securities,

(ii) the voluntary liquidation, dissolution or winding up of the Company or

(iii) any transaction resulting in the expiration of this Warrant pursuant to Section 8(b) or 8(c),

the Company shall provide the Holder at least ten (10) days’ prior written notice of the record date for any such dividend or distribution specified in Section 7(a)(i) or the expected effective date of any such other event specified in Section 7(a)(ii) or 7(a)(iii), as applicable.

(b) The notice provisions set forth in this Section 7 may be shortened or waived prospectively or retrospectively by the consent of the Holder.

8. Expiration of the Warrant. This Warrant will expire and no longer be exercisable as of the earliest of:

(a) 5:00 p.m., Pacific time, on the day immediately preceding the sixth anniversary of the date of this Warrant;

(b) (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is a party (including any stock acquisition, reorganization, merger or consolidation, but excluding any sale of stock for capital-raising purposes and any transaction effected primarily for purposes of changing the Company's jurisdiction of incorporation), other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately before such transaction or series of related transactions retain, immediately after such transaction or series of transactions, as a result of Shares held by such holders before such transaction or series of transactions, a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly owned subsidiary immediately following such acquisition, its parent) or (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly owned subsidiary of the Company; and

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(c) immediately before the closing of a firm commitment underwritten public offering pursuant to an effective registration statement filed under the Securities Act and covering the offering and sale of Common Stock.

9. No Rights as a Stockholder. Nothing contained in this Warrant will entitle the Holder to any rights as a stockholder of the Company or to be deemed the holder of any securities that may at any time be issuable on the exercise of the rights hereunder for any purpose, nor will anything contained herein be construed to confer upon the Holder, as such, any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or any other rights of a stockholder of the Company, until, in each such case, the rights under this Warrant have been exercised and the Shares purchasable upon exercise of the rights hereunder have been delivered as provided herein.

10. Market Stand-off. The Holder may not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale of, any Common Stock (or other securities of the Company) held by the Holder during the one hundred eighty (180) day period following the effective date of a registration statement filed under the Securities Act (or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including the restrictions contained in NYSE Rule 472(f)(4) or any successor provisions or amendments thereto). The Company may impose stop-transfer instructions and may notate each such certificate, instrument or book entry with a legend as substantially set forth in Section 5(c) with respect to the Shares (or other securities) subject to the foregoing restriction until the end of such one hundred eighty (180) day (or other) period. The Holder agrees to execute a market stand-off agreement with the underwriters in the offering in customary form consistent with the provisions of this Section 10.

11. Representations and Warranties of the Holder. By acceptance of this Warrant, the Holder represents and warrants to the Company as follows:

(a) **No Registration in connection with the Warrant's Issuance.** The Holder understands that by reason of a specific exemption from the registration provisions of the Securities Act, whose availability depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of the Holder's representations as expressed herein or otherwise made pursuant hereto, the issuance of this Warrant has not been, and will not be, registered under the Securities Act.

(b) **No Company Obligation.** The Holder recognizes that this Warrant, as well as all Shares, if any, issued upon exercise of this Warrant, must be held indefinitely unless and until the transfer of this Warrant or of such Shares, as applicable, are subsequently registered under the Securities Act or unless and until an

exemption from such registration becomes available. The Holder recognizes that the Company has no obligation (i)(A) to register any transfer of this Warrant or (B) to register either the issuance or the transfer of any such Shares or (ii) with respect to either this Warrant or the Shares, to avail itself of any exemption from any such registration requirements (other than the exemption with respect to which this Warrant is being issued).

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(c) **Illiquidity and Continued Economic Risk.** The Holder acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. The Holder must bear the economic risk of this investment indefinitely, and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934) with respect to facilitating trading or resale of the Securities. The Holder acknowledges that he, she or it is aware that no Shares issuable upon the exercise of this Warrant may be sold pursuant to Rule 144 adopted under the Securities Act (“**Rule 144**”) unless certain conditions are met, including, among other things, the existence of a public market for the Shares, the availability of certain current public information about the Company, the resale following the required holding period under Rule 144 and the number of shares being sold during any three month period not exceeding specified limitations. The Holder is aware that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company has no present intention to satisfy these conditions in the foreseeable future. The Holder acknowledges that he, she or it is able to bear the economic risk of losing his, her or its entire investment in the Securities. The Holder also understands that an investment in the Company involves significant risks, and the Holder has taken full cognizance of and understands the risks relating to the purchase of the Securities.

(d) **Accredited Investor Status.** The Holder represents that either

(i) he, she or it is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act or

(ii) The aggregate purchase price of the Units (as defined in the Offering Circular) purchased by the Holder in the Offering does not exceed 10% of the greater of the Holder’s annual income or net worth (or if the Holder is not a natural person, the aggregate purchase price of the Units purchased by the Holder in the Offering does not exceed 10% of the greater of its revenue or net assets for its most recently completed fiscal year end)..

(e) **Company Information.** The Holder understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Circular. The Holder has had such opportunity as he, she or it deems necessary (which may have presented itself through online chat or commentary functions) to discuss the Company’s business, management and financial affairs with managers, officers and management of the Company and has had the opportunity to review the Company’s operations and facilities. The Holder has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. The Holder acknowledges that except as set forth herein, no representations or warranties have been made to the Holder, or to his, her or its advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

(f) **Domicile.** The Holder maintains his, her or its domicile (and is not a transient or temporary resident) at the address shown on the signature page hereto.

(g) **No Brokerage Fees.** There are no claims for brokerage commission, finders’ fees or similar compensation in connection with the transactions contemplated by this Warrant or the subscription agreement or related documents based on any arrangement or agreement binding upon the Holder.

12. Miscellaneous.

(a) **Amendments.** Neither this Warrant nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Warrant and signed by the Company.

(b) **Waivers.** No waiver of any single breach or default will be deemed a waiver of any other breach or default theretofore or thereafter occurring.

(c) **Notices.** All notices and other communications required or permitted hereunder are to be in writing and are to be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail (if to the Holder) or otherwise delivered by hand, messenger or courier service addressed:

(i) if to the Holder, to the Holder at his, her or its address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof; or, until the Holder so furnishes an address, facsimile number or electronic mail address to the Company, then to the Holder at the address, facsimile number or electronic mail address of the last holder of this Warrant for which the Company has contact information in its records; or

(ii) if to the Company, to the attention of its Chief Executive Officer at its address shown on the signature page hereto, or at such other current address as the Company has furnished to the Holder.

Each such notice or other communication shall for all purposes of this Warrant be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent via a nationally recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), (ii) if sent via mail, at the earlier of its receipt or five days after it has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent via facsimile, upon confirmation of facsimile transfer or (iv) if sent via electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day. In the event of any conflict between (i) the Company's books and records and (ii) this Warrant or any notice delivered hereunder, the Company's books and records will control, absent fraud or error.

(d) **Governing Law.** This Warrant and all actions arising out of or in connection with this Warrant shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions of the State of New York or of any other state.

(e) **Jurisdiction and Venue.** Each of the Holder and the Company irrevocably consents to the exclusive jurisdiction and venue of any court within the State of New York, in connection with any matter based upon or arising out of this Warrant or the matters contemplated herein, and agrees that process may be served upon him, her or it, as applicable, in any manner authorized by the laws of the State of New York for such persons.

(f) **Titles and Subtitles.** The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant. All references in this Warrant to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(g) **Severability.** If any provision of this Warrant becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Warrant, and such illegal, unenforceable or void provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, unenforceable or void provision. The balance of this Warrant shall be enforceable in accordance with its terms.

(h) **Saturdays, Sundays and Holidays.** If the last or appointed day for the taking of any action or the expiration of any right required or granted herein is a Saturday, Sunday or U.S. federal holiday, then such action may be taken or such right may be exercised on the next succeeding day that is not a Saturday, Sunday or U.S. federal holiday.

(i) **Entire Agreement.** Except as expressly set forth herein, this Warrant (including the exhibits attached hereto) constitutes the entire agreement and understanding of the Company and the Holder with respect to, and supersedes all prior agreements and understandings relating to, the subject matter hereof.

(signature page follows)

The Company and the Holder sign this Warrant as of the date stated on the first page.

ROBOT CACHE US INC.

By: /s/
Lee Jacobson, Chief Executive Officer

Address:

5910 Pacific Center Boulevard, Suite 310
San Diego, California 92121

(Signature Page to Warrant to Purchase Shares of Common Stock of Robot Cache US Inc.)

EXHIBIT A-1

FORM OF NOTICE OF EXERCISE

(to be signed only upon exercise of the Warrant)

TO: ROBOT CACHE US INC.
5910 Pacific Center Boulevard, Suite 310
San Diego, California 92121
Telephone: (858) 252-4001
Email: [TO BE SUPPLIED]

The undersigned owner (the "**Warrant Owner**") of the warrant dated [DATE], 2021 (the "**Warrant**") and issued to the Warrant Owner by Robot Cache US Inc., a Delaware corporation (the "**Company**"), hereby irrevocably elects to exercise the purchase rights represented by the Warrant for, and to purchase thereunder, ___ shares (the "**Exercise Shares**") of the Company's common stock, par value \$0.001 per share (the "**Common Stock**"), and the Warrant Owner herewith surrenders the Warrant to the Company and tenders payment of \$ _____, representing the exercise price of \$ _____, in full, for the Exercise Shares, together with all applicable transfer taxes, if any.

Payment is being made as follows (check the applicable box):

- wire transfer in lawful money of the United States or
- cashier's check drawn on a U.S. bank

Please issue the Exercise Shares to the holder identified below (the "**Holder**"). If the initial paragraph of this Notice of Exercise indicates that the Warrant Owner is exercising the Warrant with respect to fewer than all of the shares of Common Stock to which the Warrant pertains, please prepare and deliver a new warrant of like tenor for the balance of the shares of Common Stock purchasable under the Warrant.

Warrant Owner name and address: _____

Name of Holder (if other than Warrant Owner): _____

Address of Holder (if other than Warrant Owner): _____

SIGNATURE of Warrant Owner (if a natural person): _____

SIGNATURE of authorized signatory of Warrant Owner (if an entity): _____

Name of authorized signatory: _____

Title of authorized signatory: _____

DATE: _____, 202_.

(signature requirements continued on next page)

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The Holder represents that (i) the Exercise Shares are being acquired for the account of the Holder for investment and not with a view to, or for resale in connection with, the distribution thereof and that the Holder has no present intention of distributing or reselling the Exercise Shares; (ii) the Holder is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision regarding its investment in the Company; (iii) the Holder is experienced in making investments of this type and has such knowledge and background in financial and business matters that Holder he, she or it is capable of evaluating the merits and risks of this investment and protecting the Holder's own interests; (iv) the Holder understands that (A) the Company may decline to issue the Exercise Shares unless a specific exemption from the registration provisions of the Securities Act is available, (B) the Company is under no obligation to avail itself of any such exemption, (C) if the Exercise Shares are issued, the availability of any such exemption may depend upon, among other things, the *bona fide* nature of the Holder's investment intent and accredited investor status, and (D) because the transfer, by the Holder, of the Exercise Shares, if issued, will not be, so registered or qualified, they must be held indefinitely unless subsequently so registered or qualified or unless exemptions from such registration or qualification are available; and (v) the Holder is aware that (A) the Exercise Shares may not be sold pursuant to Rule 144 adopted under the Securities Act unless certain conditions are met and until the Holder has held the Exercise Shares for the number of months prescribed by Rule 144 and (B) among the possible applicable conditions for use of Rule 144 is the availability of current information to the public about the Company, which has not made such information available and has no present plans to do so (other than to the extent required under Regulation A).

SIGNATURE of Holder (if a natural person), which may be the Warrant Owner:

SIGNATURE of authorized signatory of Holder (if an entity), which may be the Warrant Owner:

Name of authorized signatory: _____

Title of authorized signatory: _____

DATE: _____, 202_.

A-1-2

EXHIBIT A-2

INVESTMENT REPRESENTATION STATEMENT AND MARKET STAND-OFF AGREEMENT

INVESTOR: _____

COMPANY: ROBOT CACHE US INC.

SECURITIES: THE WARRANT OF THE COMPANY ISSUED ON [INSERT DATE] (THE "WARRANT") AND THE SHARES OF COMMON STOCK OF THE COMPANY ISSUED OR ISSUABLE UPON EXERCISE THEREOF

DATE: _____

In connection with the purchase or acquisition of the above-listed Securities, the undersigned Investor represents and warrants to, and agrees with, the Company as follows:

1. **No Registration.** The Investor understands that, by reason of a specific exemption from the registration provisions of the Securities Act of 1933 (the “*Securities Act*”), whose availability depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of the Investor’s representations as expressed herein or otherwise made pursuant hereto, the Securities have not been, and will not be, registered under the Securities Act.

2. **Illiquidity and Continued Economic Risk.** The Investor acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. The Investor must bear the economic risk of this investment indefinitely, and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934) with respect to facilitating trading or resale of the Securities. The Investor acknowledges that he, she or it is able to bear the economic risk of losing his, her or its entire investment in the Securities. The Investor also understands that an investment in the Company involves significant risks, and the Investor has taken full cognizance of and understands the risks relating to the purchase of the Securities.

3. **Accredited Investor Status or Investment Limits.** The Investor represents that either

(i) he, she or it is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act or

(ii) The aggregate purchase price of the Units (as defined in the Offering Circular) purchased by the Investor in the Offering does not exceed 10% of the greater of the Investor’s annual income or net worth (or if the Investor is not a natural person, the aggregate purchase price of the Units purchased by the Investor in the Offering does not exceed 10% of the greater of its revenue or net assets for its most recently completed fiscal year end)..

A-2-1

4. **Company Information.** The Investor understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Circular. The Investor has had such opportunity as he, she or it deems necessary (which may have presented itself through online chat or commentary functions) to discuss the Company’s business, management and financial affairs with managers, officers and management of the Company and has had the opportunity to review the Company’s operations and facilities. The Investor has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. The Investor acknowledges that except as set forth herein, no representations or warranties have been made to the Investor, or to his, her or its advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

5. **Domicile.** The Investor maintains his, her or its domicile (and is not a transient or temporary resident) at the address shown on the signature page hereto.

6. **No Brokerage Fees.** There are no claims for brokerage commission, finders’ fees or similar compensation in connection with the transactions contemplated by the Warrant or related documents based on any arrangement or agreement binding upon the Investor.

7. **Market Stand-off.** The Investor may not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale of, any Common Stock (or other securities of the Company) held by the Investor (other than those included in the registration) during the one hundred eighty (180) day period following the effective date of a registration statement of the Company filed under the Securities Act (or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including the restrictions contained in NYSE Rule 472(f)(4) or any successor provisions or amendments thereto). The Company may impose stop-transfer instructions and may

notate each such certificate, instrument or book entry with a legend with respect to the Shares (or other securities) subject to the foregoing restriction until the end of such one hundred eighty (180) day (or other) period. The Investor agrees to execute a market stand-off agreement with the relevant underwriters in customary form consistent with the provisions of this Section 7.

8. **Capitalized Terms.** Capitalized terms used but not defined in this Investment Representation Statement and Market Stand-Off Agreement have the meanings set forth in the Warrant.

(signature page follows)

A-2-2

The Investor is signing this Investment Representation Statement and Market Stand-Off Agreement on the date first written above.

INVESTOR

(Print name of the Investor)

(Signature)

(Name and title of signatory, if applicable)

(Street address)

(City, state and ZIP code)

A-2-3

EXHIBIT B

FORM OF ASSIGNMENT

ASSIGNOR: _____

COMPANY: ROBOT CACHE US INC.

WARRANT: THE WARRANT OF THE COMPANY ISSUED ON [INSERT DATE]

DATE: _____

(1) **Assignment.** The undersigned registered holder of the Warrant (“**Assignor**”) assigns and transfers to the assignee named below (“**Assignee**”) all of Assignor’s rights under the Warrant, with respect to the number of shares of common stock of the Company (the “**Shares**”) set forth below:

Name of Assignee: _____

Address of Assignee: _____

Number and type of Shares relating to the rights assigned hereby:

and does irrevocably constitute and appoint _____ as attorney to make such transfer on the books of the Company, maintained for the purpose, with full power of substitution in the premises.

(2) **Obligations of Assignee.** Assignee agrees to take and hold the Warrant and any Shares to be issued upon exercise of the rights under the Warrant, and further agrees to be subject to, and bound by, the terms and conditions set forth in the Warrant to the same extent as if Assignee were the original holder thereof.

(3) **Representations.** Assignee represents and warrants that all representations and warranties set forth in Section 11 of the Warrant are true and correct as to Assignee as of the date hereof.

(4) **Investment Representation Statement and Market Stand-Off Agreement.** Assignee has executed, and delivers herewith, an Investment Representation Statement and Market Stand-Off Agreement in substantially the form attached as Exhibit A-2 to the Warrant.

Assignor and Assignee are signing this Assignment on the date first set forth above.

B-1

ASSIGNOR

(Print name of Assignor)

(Signature of Assignor)

(Print name of signatory, if applicable)

(Print title of signatory, if applicable)

Address:

ASSIGNEE

(Print name of Assignee)

(Signature of Assignee)

(Print name of signatory, if applicable)

(Print title of signatory, if applicable)

Address:

Exhibit 3.1

THIS WARRANT AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE “**ACT**”) OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THIS WARRANT MUST BE SURRENDERED TO THE COMPANY AS A CONDITION PRECEDENT TO THE SALE, TRANSFER, PLEDGE OR HYPOTHECATION OF ANY INTEREST IN ANY OF THE SECURITIES REPRESENTED HEREBY.

**WARRANT TO PURCHASE SHARES OF COMMON STOCK
of
ROBOT CACHE US INC.**

**Dated as of [insert date]
Void after the date specified in Section 8**

No. []

**Warrant to Purchase
[] Shares of
Common Stock
(subject to adjustment)**

THIS CERTIFIES THAT, for value received, [insert name of warrant holder], or its registered assigns (the “**Holder**”), is entitled to purchase from Robot Cache US Inc., a Delaware corporation (the “**Company**”), shares (“**Shares**”) of the Company’s Common Stock, \$0.001 par value per Share (the “**Common Stock**”), in the amount, at the price per Share, and during the period, set forth in Section 1, subject to the provisions and upon the terms and conditions set forth herein. The term “**Warrant**” as used herein includes this Warrant and any warrants delivered in substitution or exchange therefor as provided herein. This Warrant is issued as part of an offering of securities by the Company (the “**Offering**”) in accordance with Regulation A under the Securities Act of 1933 (the “**Securities Act**”), pursuant to an offering circular dated _____, 2021, as supplemented or amended (the “**Offering Circular**”), and the Subscription Agreement dated _____, 2021 between the Company and the Holder.

The following is a statement of the rights of the Holder and the conditions to which this Warrant is subject, and to which the Holder, by acceptance of this Warrant, agrees:

1. Number and Price of Shares; Exercise Period.

(a) **Number of Shares Purchasable upon Exercise.** Subject to any previous exercise of this Warrant, the Holder has the right to purchase up to [] Shares upon exercise of this Warrant.

(b) **Exercise Price.** The exercise price per Share is \$1.00, subject to adjustment, as described herein (the “**Exercise Price**”).

(c) **Exercise Period.** This Warrant will be exercisable, in whole or in part, from and after the first anniversary of the date as of which the Securities and Exchange Commission qualifies the offering statement related to the Offering Circular until this Warrant’s expiration as set forth in Section 8 (the period of this Warrant’s exercisability, the “**Exercise Period**”).

2. Exercise of the Warrant.

(a) **Exercise.** The purchase rights represented by this Warrant may be exercised at the election of the Holder, in whole or in part, by:

(i) tender to the Company at its principal office (or such other office or agency as it may designate) of a notice of exercise in the form of **Exhibit A-1** (the “**Notice of Exercise**”), duly completed and executed by or on behalf of the Holder, together with the surrender of this Warrant; and

(ii) payment to the Company, by ACH, wire transfer, debit card, credit card or check and payable to the order of the Company, of an amount equal to (x) the Exercise Price multiplied by (y) the number of Shares being purchased.

(b) **Stock Certificates.** The rights under this Warrant will be deemed to have been exercised, and the Shares issuable upon such exercise will be deemed to have been issued, immediately before the close of business on the date on which this Warrant is exercised, and the person entitled to receive the Shares issuable upon such exercise will be treated for all purposes as the holder of record of such Shares as of the close of business on such date. As promptly as reasonably practicable on or after such date, the Company shall cause to be issued and delivered to the person or persons entitled to receive the same a certificate or certificates (or a notice of issuance of uncertificated Shares, if applicable) for that number of Shares issuable upon such exercise. If the rights under this Warrant are exercised in part and this Warrant has not expired, the Company shall execute and deliver to the Holder a new Warrant reflecting the number of Shares that remain subject to this Warrant.

(c) **No Fractional Shares or Scrip.** Neither fractional Shares nor scrip representing fractional Shares will be issued upon the exercise of the rights under this Warrant. In lieu of the issuance of a fractional Share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price multiplied by such fraction.

(d) **Conditional Exercise.** By so indicating in the Notice of Exercise, the Holder may exercise this Warrant conditioned upon (and effective immediately before) consummation of any transaction that would cause this Warrant’s expiration pursuant to Section 8.

(e) **Reservation of Shares.** During the Exercise Period, the Company shall take all reasonable action to maintain a sufficient number of authorized and unissued Shares to enable the Holder to exercise his, her or its rights under this Warrant. If at any time the number of authorized but unissued Shares is not sufficient for the purpose of exercising this Warrant, then, without limiting such other remedies as may be available to the Holder, the Company shall use reasonable commercial efforts to take such corporate action as may be necessary, in the opinion of counsel, to increase its authorized and unissued Shares to a number that is sufficient for such purpose. The Company represents and warrants that all Shares that may be issued upon the exercise of this Warrant will, when issued in accordance with the terms hereof, be validly issued, fully paid and nonassessable.

3. **Replacement of the Warrant.** Subject to the receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and (i) in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or (ii) in the case of mutilation, on surrender and cancellation of this Warrant, the Company at the expense of the Holder may issue, and the Company shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount.

4. Transfer of the Warrant.

(a) **Warrant Register.** The Company shall maintain a register (the “**Warrant Register**”) containing the name and address of the Holder. Until this Warrant is transferred on the Warrant Register in accordance herewith, the Company may treat the Holder as shown on the Warrant Register as the absolute owner

of this Warrant for all purposes, notwithstanding any notice to the contrary. The Holder may change his, her or its address as shown on the Warrant Register by written notice to the Company requesting such a change.

(b) **Transferability of the Warrant.** Subject to the provisions of this Warrant with respect to compliance with the Securities Act and limitations on assignments and transfers, including compliance with the provisions of Section 5, title to this Warrant may be transferred by completion and execution, by the transferor and the transferee, of an assignment in the form attached as **Exhibit B** (the “*Assignment*”) and delivery of the assignment, with this Warrant, by the transferor to the transferee.

(c) **Exchange of the Warrant upon a Transfer.** On surrender of this Warrant (and a duly executed Assignment) to the Company for exchange in connection with the transfer of all or a portion of the rights under this Warrant, subject to the provisions of this Warrant with respect to compliance with the Securities Act and limitations on assignments and transfers, the Company, upon payment by the Holder of any applicable transfer taxes, shall issue to the Holder’s transferee (and, if applicable, the Holder) a new warrant or warrants of like tenor, in the name of the transferee (and, if applicable, the Holder) for the number of Shares issuable upon exercise thereof, and the Company shall register any such transfer upon the Warrant Register. This Warrant (and the rights to the securities issuable upon exercise of this Warrant) must be surrendered to the Company, as a condition precedent to the sale, pledge, hypothecation or other transfer of any interest in this Warrant or in any of the securities for which it is exercisable.

(d) **Taxes.** In no event will the Company be required to pay any tax that may be payable in respect of any transfer involved in the issue and delivery of any certificate, or a book entry, in a name other than that of the Holder, and the Company will not be required to issue or deliver any such certificate, or make any such book entry, unless and until the person or persons requesting the issue or entry thereof have paid to the Company the amount of such tax or have established to the Company’s satisfaction that such tax has been paid or is not payable.

5. Compliance with Securities Laws; Market Stand-off. By acceptance of this Warrant, the Holder agrees to comply with the following:

(a) **Securities Laws.** Except as specifically set forth in this Section 5, this Warrant may not be transferred or assigned in whole or in part, and any such attempt by the Holder to transfer or assign any rights, duties or obligations that arise under this Warrant will be void. Any transfer of this Warrant or the Shares (the “*Securities*”) must be in compliance with all applicable federal and state securities laws. The Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of all or any portion of the Securities, or any beneficial interest therein, unless and until the Holder has given prior written notice to the Company of his, her or its intention to make such disposition.

(b) **Investment Representation Statement and Market Stand-Off Agreement.** Unless the rights under this Warrant are exercised pursuant to an effective registration statement under the Securities Act that includes the Shares with respect to which this Warrant was exercised, it will be a condition to any exercise of the rights under this Warrant that the Holder has executed the Investment Representation Statement and Market Stand-Off Agreement, substantially in the form of **Exhibit A-2**.

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(c) **Market Stand-off Legend.** Each certificate, instrument or book entry representing the Shares issued upon exercise of this Warrant will carry a legend in substantially the following form:

THE SHARES REPRESENTED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD IN THE EVENT OF A PUBLIC OFFERING, AS SET FORTH IN THE WARRANT PURSUANT TO WHICH THESE SHARES WERE ISSUED. A COPY OF THE WARRANT MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY.

6. Adjustments. Subject to the expiration of this Warrant pursuant to Section 8, the number and kind of Shares purchasable hereunder and, the Exercise Price therefor, are subject to adjustment from time to time, as follows:

(a) **Merger or Reorganization.** In connection with any reorganization, recapitalization, merger or consolidation (a “**Reorganization**”) involving the Company (other than as otherwise provided for herein or as would cause the expiration of this Warrant under Section 8) in which Shares are converted into or exchanged for securities, cash or other property, the Company shall provide for the Holder to receive, upon exercise of this Warrant, the kind and amount of securities, cash or other property of the successor entity resulting from such Reorganization that a holder of Shares deliverable upon exercise of this Warrant would have been entitled in such Reorganization if this Warrant had been exercised immediately before such Reorganization. In any such case, the successor entity shall be required to make appropriate adjustments (as determined in good faith by its board of directors (or other managing person)) in the application of the provisions of this Warrant with respect to the rights and interests of the Holder after such Reorganization, to the end that the provisions of this Warrant will be applicable after the event, as near as reasonably may be, in relation to any Shares or other securities deliverable after that event upon the exercise of this Warrant.

(b) **Reclassification of Shares.** If the Shares issuable upon exercise of this Warrant are changed into the same or a different number of securities of any other class or classes by reclassification, capital reorganization or otherwise (other than as otherwise provided for herein) (a “**Reclassification**”), then, after any such event, in lieu of the number of Shares that the Holder would otherwise have been entitled to receive, the Holder will have the right to exercise this Warrant for a number of shares of such other class or classes of stock that a holder of the number of securities deliverable upon exercise of this Warrant immediately before that change would have been entitled to receive in such Reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(c) **Subdivisions and Combinations.** If the outstanding Shares are subdivided (by stock split, by payment of a stock dividend or otherwise) into a greater number of Shares, the number of Shares issuable upon exercise of this Warrant immediately before such subdivision will, concurrently with its effectiveness, be proportionally increased, and the Exercise Price will be proportionally decreased. If the outstanding Shares are combined (by reclassification or otherwise) into a smaller number of Shares, the number of Shares issuable upon exercise of this Warrant immediately before such combination will, concurrently with its effectiveness, be proportionally decreased, and the Exercise Price will be proportionally increased.

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(d) **Notice of Adjustments.** Upon any adjustment in accordance with this Section 6, the Company shall give the Holder notice thereof, stating the event giving rise to the adjustment, the Exercise Price as adjusted and the number of securities or other property purchasable upon the exercise of this Warrant, and setting forth in reasonable detail the method of calculation of each such adjustment. The Company shall, upon the Holder’s written request, furnish or cause to be furnished to the Holder a certificate setting forth (i) an explanation of any such adjustments, (ii) the Exercise Price in effect at the time of the request and (iii) the number of securities and the amount, if any, of other property that at the time of the request would be received upon exercise of this Warrant.

7. Notification of Certain Events.

(a) Before the expiration of this Warrant as provided in Section 8, if the Company authorizes:

(i) the issuance of any dividend or other distribution on the capital stock of the Company (other than (A) dividends or distributions otherwise provided for in Section 6, (B) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Company or its subsidiaries or (C) repurchases of capital stock of the Company in connection with the settlement of disputes with any stockholder), whether in cash, property, stock or other securities,

(ii) the voluntary liquidation, dissolution or winding up of the Company or

(iii) any transaction resulting in the expiration of this Warrant pursuant to Section 8(b) or 8(c),

the Company shall provide the Holder at least ten (10) days’ prior written notice of the record date for any such dividend or distribution specified in Section 7(a)(i) or the expected effective date of any such other event specified in Section 7(a)(ii) or 7(a)(iii), as applicable.

(b) The notice provisions set forth in this Section 7 may be shortened or waived prospectively or retrospectively by the consent of the Holder.

8. **Expiration of the Warrant.** This Warrant will expire and no longer be exercisable as of the earliest of:

(a) 5:00 p.m., Pacific time, on the day immediately preceding the sixth anniversary of the date of this Warrant;

(b) (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is a party (including any stock acquisition, reorganization, merger or consolidation, but excluding any sale of stock for capital-raising purposes and any transaction effected primarily for purposes of changing the Company's jurisdiction of incorporation), other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately before such transaction or series of related transactions retain, immediately after such transaction or series of transactions, as a result of Shares held by such holders before such transaction or series of transactions, a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly owned subsidiary immediately following such acquisition, its parent) or (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly owned subsidiary of the Company; and

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(c) immediately before the closing of a firm commitment underwritten public offering pursuant to an effective registration statement filed under the Securities Act and covering the offering and sale of Common Stock.

9. **No Rights as a Stockholder.** Nothing contained in this Warrant will entitle the Holder to any rights as a stockholder of the Company or to be deemed the holder of any securities that may at any time be issuable on the exercise of the rights hereunder for any purpose, nor will anything contained herein be construed to confer upon the Holder, as such, any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or any other rights of a stockholder of the Company, until, in each such case, the rights under this Warrant have been exercised and the Shares purchasable upon exercise of the rights hereunder have been delivered as provided herein.

10. **Market Stand-off.** The Holder may not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale of, any Common Stock (or other securities of the Company) held by the Holder during the one hundred eighty (180) day period following the effective date of a registration statement filed under the Securities Act (or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including the restrictions contained in NYSE Rule 472(f)(4) or any successor provisions or amendments thereto). The Company may impose stop-transfer instructions and may notate each such certificate, instrument or book entry with a legend as substantially set forth in Section 5(c) with respect to the Shares (or other securities) subject to the foregoing restriction until the end of such one hundred eighty (180) day (or other) period. The Holder agrees to execute a market stand-off agreement with the underwriters in the offering in customary form consistent with the provisions of this Section 10.

11. **Representations and Warranties of the Holder.** By acceptance of this Warrant, the Holder represents and warrants to the Company as follows:

(a) **No Registration in connection with the Warrant's Issuance.** The Holder understands that by reason of a specific exemption from the registration provisions of the Securities Act, whose availability depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of the Holder's

representations as expressed herein or otherwise made pursuant hereto, the issuance of this Warrant has not been, and will not be, registered under the Securities Act.

(b) **No Company Obligation.** The Holder recognizes that this Warrant, as well as all Shares, if any, issued upon exercise of this Warrant, must be held indefinitely unless and until the transfer of this Warrant or of such Shares, as applicable, are subsequently registered under the Securities Act or unless and until an exemption from such registration becomes available. The Holder recognizes that the Company has no obligation (i)(A) to register any transfer of this Warrant or (B) to register either the issuance or the transfer of any such Shares or (ii) with respect to either this Warrant or the Shares, to avail itself of any exemption from any such registration requirements (other than the exemption with respect to which this Warrant is being issued).

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(c) **Illiquidity and Continued Economic Risk.** The Holder acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. The Holder must bear the economic risk of this investment indefinitely, and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934) with respect to facilitating trading or resale of the Securities. The Holder acknowledges that he, she or it is aware that no Shares issuable upon the exercise of this Warrant may be sold pursuant to Rule 144 adopted under the Securities Act (“**Rule 144**”) unless certain conditions are met, including, among other things, the existence of a public market for the Shares, the availability of certain current public information about the Company, the resale following the required holding period under Rule 144 and the number of shares being sold during any three month period not exceeding specified limitations. The Holder is aware that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company has no present intention to satisfy these conditions in the foreseeable future. The Holder acknowledges that he, she or it is able to bear the economic risk of losing his, her or its entire investment in the Securities. The Holder also understands that an investment in the Company involves significant risks, and the Holder has taken full cognizance of and understands the risks relating to the purchase of the Securities.

(d) **Accredited Investor Status.** The Holder represents that either

(i) he, she or it is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act or

(ii) The aggregate purchase price of the Units (as defined in the Offering Circular) purchased by the Holder in the Offering does not exceed 10% of the greater of the Holder’s annual income or net worth (or if the Holder is not a natural person, the aggregate purchase price of the Units purchased by the Holder in the Offering does not exceed 10% of the greater of its revenue or net assets for its most recently completed fiscal year end)..

(e) **Company Information.** The Holder understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Circular. The Holder has had such opportunity as he, she or it deems necessary (which may have presented itself through online chat or commentary functions) to discuss the Company’s business, management and financial affairs with managers, officers and management of the Company and has had the opportunity to review the Company’s operations and facilities. The Holder has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. The Holder acknowledges that except as set forth herein, no representations or warranties have been made to the Holder, or to his, her or its advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

(f) **Domicile.** The Holder maintains his, her or its domicile (and is not a transient or temporary resident) at the address shown on the signature page hereto.

(g) **No Brokerage Fees.** There are no claims for brokerage commission, finders’ fees or similar compensation in connection with the transactions contemplated by this Warrant or the subscription agreement or related documents based on any arrangement or agreement binding upon the Holder.

12. Miscellaneous.

(a) **Amendments.** Neither this Warrant nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Warrant and signed by the Company.

(b) **Waivers.** No waiver of any single breach or default will be deemed a waiver of any other breach or default theretofore or thereafter occurring.

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(c) **Notices.** All notices and other communications required or permitted hereunder are to be in writing and are to be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail (if to the Holder) or otherwise delivered by hand, messenger or courier service addressed:

(i) if to the Holder, to the Holder at his, her or its address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof; or, until the Holder so furnishes an address, facsimile number or electronic mail address to the Company, then to the Holder at the address, facsimile number or electronic mail address of the last holder of this Warrant for which the Company has contact information in its records; or

(ii) if to the Company, to the attention of its Chief Executive Officer at its address shown on the signature page hereto, or at such other current address as the Company has furnished to the Holder.

Each such notice or other communication shall for all purposes of this Warrant be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent via a nationally recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), (ii) if sent via mail, at the earlier of its receipt or five days after it has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent via facsimile, upon confirmation of facsimile transfer or (iv) if sent via electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day. In the event of any conflict between (i) the Company's books and records and (ii) this Warrant or any notice delivered hereunder, the Company's books and records will control, absent fraud or error.

(d) **Governing Law.** This Warrant and all actions arising out of or in connection with this Warrant shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions of the State of New York or of any other state.

(e) **Jurisdiction and Venue.** Each of the Holder and the Company irrevocably consents to the exclusive jurisdiction and venue of any court within the State of New York, in connection with any matter based upon or arising out of this Warrant or the matters contemplated herein, and agrees that process may be served upon him, her or it, as applicable, in any manner authorized by the laws of the State of New York for such persons.

(f) **Titles and Subtitles.** The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant. All references in this Warrant to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(g) **Severability.** If any provision of this Warrant becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Warrant, and such illegal, unenforceable or void provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, unenforceable or void provision. The balance of this Warrant shall be enforceable in accordance with its terms.

(h) **Saturdays, Sundays and Holidays.** If the last or appointed day for the taking of any action or the expiration of any right required or granted herein is a Saturday, Sunday or U.S. federal holiday, then such action may be taken or such right may be exercised on the next succeeding day that is not a Saturday, Sunday or U.S. federal holiday.

(i) **Entire Agreement.** Except as expressly set forth herein, this Warrant (including the exhibits attached hereto) constitutes the entire agreement and understanding of the Company and the Holder with respect to, and supersedes all prior agreements and understandings relating to, the subject matter hereof.

(signature page follows)

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The Company and the Holder sign this Warrant as of the date stated on the first page.

ROBOT CACHE US INC.

By: /s/

Lee Jacobson, Chief Executive Officer

Address:

5910 Pacific Center Boulevard, Suite 310
San Diego, California 92121

(Signature Page to Warrant to Purchase Shares of Common Stock of Robot Cache US Inc.)

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EXHIBIT A-1

FORM OF NOTICE OF EXERCISE

(to be signed only upon exercise of the Warrant)

TO: ROBOT CACHE US INC.
5910 Pacific Center Boulevard, Suite 310
San Diego, California 92121
Telephone: (858) 252-4001
Email: [TO BE SUPPLIED]

The undersigned owner (the "**Warrant Owner**") of the warrant dated [DATE], 2021 (the "**Warrant**") and issued to the Warrant Owner by Robot Cache US Inc., a Delaware corporation (the "**Company**"), hereby irrevocably elects to exercise the purchase rights represented by the Warrant for, and to purchase thereunder, ___ shares (the "**Exercise Shares**") of the Company's common stock, par value \$0.001 per share (the "**Common Stock**"), and the Warrant Owner herewith surrenders the Warrant to the Company and tenders payment of \$ _____, representing the exercise price of \$ _____, in full, for the Exercise Shares, together with all applicable transfer taxes, if any.

Payment is being made as follows (check the applicable box):

- wire transfer in lawful money of the United States or
 cashier's check drawn on a U.S. bank

Please issue the Exercise Shares to the holder identified below (the "**Holder**"). If the initial paragraph of this Notice of Exercise indicates that the Warrant Owner is exercising the Warrant with respect to fewer than all of the shares of Common Stock to which the Warrant pertains, please prepare and deliver a new warrant of like tenor for the balance of the shares of Common Stock purchasable under the Warrant.

Warrant Owner name and address: _____

Name of Holder (if other than Warrant Owner): _____

Address of Holder (if other than Warrant Owner): _____

SIGNATURE of Warrant Owner (if a natural person): _____

SIGNATURE of authorized signatory of Warrant Owner (if an entity): _____

Name of authorized signatory: _____

Title of authorized signatory: _____

DATE: _____, 202_.

(signature requirements continued on next page)

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The Holder represents that (i) the Exercise Shares are being acquired for the account of the Holder for investment and not with a view to, or for resale in connection with, the distribution thereof and that the Holder has no present intention of distributing or reselling the Exercise Shares; (ii) the Holder is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision regarding its investment in the Company; (iii) the Holder is experienced in making investments of this type and has such knowledge and background in financial and business matters that Holder he, she or it is capable of evaluating the merits and risks of this investment and protecting the Holder's own interests; (iv) the Holder understands that (A) the Company may decline to issue the Exercise Shares unless a specific exemption from the registration provisions of the Securities Act is available, (B) the Company is under no obligation to avail itself of any such exemption, (C) if the Exercise Shares are issued, the availability of any such exemption may depend upon, among other things, the *bona fide* nature of the Holder's investment intent and accredited investor status, and (D) because the transfer, by the Holder, of the Exercise Shares, if issued, will not be, so registered or qualified, they must be held indefinitely unless subsequently so registered or qualified or unless exemptions from such registration or qualification are available; and (v) the Holder is aware that (A) the Exercise Shares may not be sold pursuant to Rule 144 adopted under the Securities Act unless certain conditions are met and until the Holder has held the Exercise Shares for the number of months prescribed by Rule 144 and (B) among the possible applicable conditions for use of Rule 144 is the availability of current information to the public about the Company, which has not made such information available and has no present plans to do so (other than to the extent required under Regulation A).

SIGNATURE of Holder (if a natural person), which may be the Warrant Owner:

SIGNATURE of authorized signatory of Holder (if an entity), which may be the Warrant Owner:

Name of authorized signatory: _____

Title of authorized signatory: _____

DATE: _____, 202_.

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EXHIBIT A-2

INVESTMENT REPRESENTATION STATEMENT AND MARKET STAND-OFF AGREEMENT

INVESTOR: _____

COMPANY: ROBOT CACHE US INC.

SECURITIES: THE WARRANT OF THE COMPANY ISSUED ON [INSERT DATE] (THE “**WARRANT**”) AND THE SHARES OF COMMON STOCK OF THE COMPANY ISSUED OR ISSUABLE UPON EXERCISE THEREOF

DATE: _____

In connection with the purchase or acquisition of the above-listed Securities, the undersigned Investor represents and warrants to, and agrees with, the Company as follows:

1. **No Registration.** The Investor understands that, by reason of a specific exemption from the registration provisions of the Securities Act of 1933 (the “**Securities Act**”), whose availability depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of the Investor’s representations as expressed herein or otherwise made pursuant hereto, the Securities have not been, and will not be, registered under the Securities Act.

2. **Illiquidity and Continued Economic Risk.** The Investor acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. The Investor must bear the economic risk of this investment indefinitely, and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934) with respect to facilitating trading or resale of the Securities. The Investor acknowledges that he, she or it is able to bear the economic risk of losing his, her or its entire investment in the Securities. The Investor also understands that an investment in the Company involves significant risks, and the Investor has taken full cognizance of and understands the risks relating to the purchase of the Securities.

3. **Accredited Investor Status or Investment Limits.** The Investor represents that either

(i) he, she or it is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act or

(ii) The aggregate purchase price of the Units (as defined in the Offering Circular) purchased by the Investor in the Offering does not exceed 10% of the greater of the Investor’s annual income or net worth (or if the Investor is not a natural person, the aggregate purchase price of the Units purchased by the Investor in the Offering does not exceed 10% of the greater of its revenue or net assets for its most recently completed fiscal year end)..

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4. **Company Information.** The Investor understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Circular. The Investor has had such opportunity as he, she or it deems necessary (which may have presented itself through online chat or commentary functions) to discuss the Company’s business, management and financial affairs with managers, officers and management of the Company and has had the opportunity to review the Company’s operations and facilities. The Investor has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. The Investor acknowledges that except as set forth herein, no representations or warranties have been made to the Investor, or to his, her or its advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

5. **Domicile.** The Investor maintains his, her or its domicile (and is not a transient or temporary resident) at the address shown on the signature page hereto.

6. **No Brokerage Fees.** There are no claims for brokerage commission, finders’ fees or similar compensation in connection with the transactions contemplated by the Warrant or related documents based on any arrangement or agreement binding upon the Investor.

7. **Market Stand-off.** The Investor may not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale

of, any Common Stock (or other securities of the Company) held by the Investor (other than those included in the registration) during the one hundred eighty (180) day period following the effective date of a registration statement of the Company filed under the Securities Act (or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including the restrictions contained in NYSE Rule 472(f)(4) or any successor provisions or amendments thereto). The Company may impose stop-transfer instructions and may notate each such certificate, instrument or book entry with a legend with respect to the Shares (or other securities) subject to the foregoing restriction until the end of such one hundred eighty (180) day (or other) period. The Investor agrees to execute a market stand-off agreement with the relevant underwriters in customary form consistent with the provisions of this Section 7.

8. **Capitalized Terms.** Capitalized terms used but not defined in this Investment Representation Statement and Market Stand-Off Agreement have the meanings set forth in the Warrant.

(signature page follows)

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The Investor is signing this Investment Representation Statement and Market Stand-Off Agreement on the date first written above.

INVESTOR

(Print name of the Investor)

(Signature)

(Name and title of signatory, if applicable)

(Street address)

(City, state and ZIP code)

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EXHIBIT B

FORM OF ASSIGNMENT

ASSIGNOR: _____

COMPANY: ROBOT CACHE US INC.

WARRANT: THE WARRANT OF THE COMPANY ISSUED ON [INSERT DATE]

DATE: _____

(1) **Assignment.** The undersigned registered holder of the Warrant (“**Assignor**”) assigns and transfers to the assignee named below (“**Assignee**”) all of Assignor’s rights under the Warrant, with respect to the number of shares of common stock of the Company (the “**Shares**”) set forth below:

Name of Assignee: _____

Address of Assignee: _____

Number and type of Shares relating to the rights assigned hereby:

and does irrevocably constitute and appoint _____ as attorney to make such transfer on the books of the Company, maintained for the purpose, with full power of substitution in the premises.

(2) **Obligations of Assignee.** Assignee agrees to take and hold the Warrant and any Shares to be issued upon exercise of the rights under the Warrant, and further agrees to be subject to, and bound by, the terms and conditions set forth in the Warrant to the same extent as if Assignee were the original holder thereof.

(3) **Representations.** Assignee represents and warrants that all representations and warranties set forth in Section 11 of the Warrant are true and correct as to Assignee as of the date hereof.

(4) **Investment Representation Statement and Market Stand-Off Agreement.** Assignee has executed, and delivers herewith, an Investment Representation Statement and Market Stand-Off Agreement in substantially the form attached as Exhibit A-2 to the Warrant.

Assignor and Assignee are signing this Assignment on the date first set forth above.

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ASSIGNOR

(Print name of Assignor)

(Signature of Assignor)

(Print name of signatory, if applicable)

(Print title of signatory, if applicable)

Address:

ASSIGNEE

(Print name of Assignee)

(Signature of Assignee)

(Print name of signatory, if applicable)

(Print title of signatory, if applicable)

Address:

B-2