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

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

NATURETRAK, INC.

Subscription Agreement for
Beneficial Interest in Omnibus Series Seed 2A Preferred Stock Instrument
Representing Economic Interest in
Series Seed 2A Preferred Stock

Series 2021

This Subscription Agreement (this "**Agreement**") is entered into by and between the undersigned (the "**Subscriber**") and NatureTrak, Inc., a California corporation (the "**Company**"), effective as of [Date of Subscription Agreement]. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Form of Omnibus Series Seed 2A Preferred Stock Instrument attached hereto as Exhibit A (the "**Omnibus Series Seed 2A Preferred Stock Instrument**"). In consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subscriber and the Company hereby agree as follows.

1. **Subscription.** Subscription. Subject to the terms and conditions of this Agreement, the Subscriber hereby subscribes $_____ (the "**Subscription Amount**") for the right to an indirect economic interest in certain shares of the Company's Series Seed 2A Preferred Stock (the "**Subscription**"), to be represented by a pro rata beneficial interest in an Omnibus Series Seed 2A Preferred Stock Instrument issued by the Company to the custodian designated in the Omnibus Series Seed 2A Preferred Stock Instrument, Prime Trust, LLC ("**Custodian**"), with Custodian as legal record owner of the Series Seed 2A Preferred Stock, (the "**Beneficial Interest**", as defined and calculated in the Omnibus Series Seed 2A Preferred Stock Instrument).

2. **General Terms and Conditions.**

(a) *Acceptance and Conditions*. The Company reserves the right, in its sole and absolute discretion, to accept or reject the Subscription in whole or in part. The valid execution of this Agreement shall be conditioned upon the following terms being met: (i) Subscriber's completion of the investment commitment process on the Portal hosting the Company's offering; (ii) Subscriber's delivery of the Subscription Amount to an escrow account held for the benefit of the Company's offering, in the manner and method provided in the Company's offering disclosures; (iii) Subscriber's execution of the Omnibus Series Seed 2A Preferred Stock Instrument; (iv) Subscriber's execution of a separate custody account agreement by the Subscriber directly with the Custodian in the form attached hereto as Exhibit B; (v) the Company counter-signing this Agreement and the Omnibus Series Seed 2A Preferred Stock Instrument to the Custodian; (vi) the Custodian's execution and delivery, on behalf of the Subscriber, of the Voting Agreement, dated March 22, 2021, as a "Shareholder" for all purposes thereunder, in the form attached hereto as Exhibit C; (vii) the Custodian's execution and delivery, on behalf of the Subscriber, of the Investor Rights Agreement, dated as of March 22, 2021, as an "Investor" for all purposes thereunder in the form attached hereto as Exhibit D; and (ix) the Custodian's execution and delivery, on behalf of the Subscriber, of the Series Seed 2A Preferred Stock Purchase Agreement dated as of March 22, 2021, attached hereto as Exhibit E.

(b) *Nature of Interest in Omnibus Series Seed 2A Preferred Stock Instrument; Limitation on Participation in Company Affairs*. The Company has entered into, or expects to enter into, separate subscription agreements substantially similar in all material respects to this Agreement with other subscribers, and such subscribers shall also hold pro rata beneficial interests (based on their respective subscription amounts) in the Omnibus Series Seed 2A Preferred Stock Instrument. Nothing in this Agreement shall be construed to provide the Subscriber, or any other subscribers, as a holder of a Beneficial Interest, (i) with any voting, information or inspection, or dividend rights not explicitly provided by the Omnibus Series Seed 2A Preferred Stock Instrument (or the Subscriber's Beneficial Interest therein), and such rights shall be limited exclusively to those provided for in the Omnibus Series Seed 2A Preferred Stock Instrument, or (ii) any right to be deemed the legal record owner of the Capital Stock for any purpose, nor will anything in this Agreement be construed to confer on the Subscriber any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise, unless provided explicitly herein or in the Omnibus Series Seed 2A Preferred Stock Instrument.

3. **Subscriber Representations.** By executing this Agreement and the Omnibus Series Seed 2A Preferred Stock Instrument, the Subscriber hereby represents and warrants to the Company and to the Custodian as follows:

(a) The Subscriber has full legal capacity, power and authority to execute and deliver this Agreement and the Omnibus Series Seed 2A Preferred Stock Instrument to perform its obligations hereunder and thereunder. Each of this Agreement and the Omnibus Series Seed 2A Preferred Stock Instrument constitutes a legal, valid and binding obligation of the Subscriber, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Subscriber has been advised that the Omnibus Series Seed 2A Preferred Stock Instrument (and the Subscriber's Beneficial Interest therein) and the underlying securities have not been registered under the Securities Act or any state securities laws and are offered and sold hereby pursuant to Section 4(a)(6) of the Securities Act ("**Regulation CF**"). The Subscriber understands that neither the Omnibus Series Seed 2A Preferred Stock Instrument (nor the Subscriber's Beneficial Interest therein) nor the underlying securities may be resold or otherwise transferred unless they are registered or exempt from registration under the Securities Act and applicable state securities laws or pursuant to Rule 501 of Regulation CF, in which case certain state transfer restrictions may apply. Subscriber further understands and agrees that its Beneficial Interest and the securities to be acquired by the Subscriber thereunder shall be subject to further the terms and conditions set forth in the Omnibus Series Seed 2A Preferred Stock Instrument, including without limitation the transfer restrictions set forth in Section 5 of the Omnibus Series Seed 2A Preferred Stock Instrument.

(c) The Subscriber is purchasing its Beneficial Interest and the economic interest in the securities represented thereby for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Subscriber has no present intention of selling, granting any participation in, or otherwise distributing the same. The Subscriber understands that the Omnibus Series Seed 2A Preferred Stock Instrument (and the Subscriber's Beneficial Interest therein) and the underlying securities have not been, and will not be, registered under the Securities Act or any state securities laws, by reason of specific exemptions under the provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Subscriber's representations as expressed herein.

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

(e) The Subscriber acknowledges, and is making the Subscription and purchasing its Beneficial Interest in compliance with, the investment limitations set forth in Rule 100(a)(2) of Regulation CF.

(f) The Subscriber acknowledges that (i) the Subscriber has received all the information the Subscriber has requested from the Company and (ii) such information is necessary or appropriate for deciding whether to make the Subscription and acquire its Beneficial Interest and the underlying securities.

(g) The Subscriber has had an opportunity to (i) ask questions and receive answers from the Company regarding the terms and conditions of the Omnibus Series Seed 2A Preferred Stock Instrument (and the Subscriber's Beneficial Interest) and the underlying securities, and (ii) to obtain any additional information necessary to verify the accuracy of the information given to the Subscriber. In deciding to make the Subscription and purchase its Beneficial Interest, the Subscriber is not relying on the advice or recommendations of the Company, the Portal or any other third-party, and the Subscriber has made its own independent decision that an investment in the Omnibus Series Seed 2A Preferred Stock Instrument and the underlying securities is suitable and appropriate for the Subscriber. The Subscriber understands that no federal, state or other agency has passed upon the merits or risks of an investment in the Omnibus Series Seed 2A Preferred Stock Instrument and the underlying securities or made any finding or determination concerning the fairness or advisability of such investment.

(h) The Subscriber understands and acknowledges that as the holder of a Beneficial Interest, the Subscriber shall have no voting, information or inspection rights with respect to the Company, aside from any disclosure requirements the Company is required to make under relevant securities regulations, or as provided in the Omnibus Series Seed 2A Preferred Stock Instrument.

(i) The Subscriber understands and acknowledges that the Company has entered into, or expects to enter into, separate subscription agreements substantially similar in all material respects to this Agreement with other subscribers, and that such subscribers shall also hold pro rata Beneficial Interests (based on their respective subscription amounts) in the Omnibus Series Seed 2A Preferred Stock Instrument.

(j) The Subscriber understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for the Omnibus Series Seed 2A Preferred Stock Instrument, the underlying securities or any other class of the Company's securities.

(k) Subscriber is not (i) a citizen or resident of a geographic area in which the purchase or holding of the Omnibus Series Seed 2A Preferred Stock Instrument and the underlying securities is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. Subscriber hereby represents and agrees that if Subscriber's country of residence or other circumstances change such that the above representations are no longer accurate, Subscriber will immediately notify Company. Subscriber further represents and warrants that it will not knowingly sell or otherwise transfer any interest in the Omnibus Series Seed 2A Preferred Stock Instrument or the underlying securities to a party subject to U.S. or other applicable sanctions.

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

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

(n) The Subscriber understands and agrees that its Beneficial Interest does not entitle the Subscriber, as a holder of such interest, to vote, execute consents, or to otherwise represent the interests thereunder. The Subscriber acknowledges and agrees that the Custodian shall vote, execute consents, and otherwise make elections pursuant to the terms of the Omnibus Series Seed 2A Preferred Stock Instrument.

(o) The Subscriber understands and agrees that, except as otherwise agreed by the Company in its sole discretion, the Subscriber will not be entitled to exchange its Beneficial Interest for an Omnibus Series Seed 2A Preferred Stock Instrument in registered form or other form of security instrument not otherwise contemplated by this Agreement.

(p) If the Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Subscriber hereby represents that it has satisfied itself

as to the full observance of the laws of its jurisdiction in connection with any invitation, subscription and payment for, and continued ownership of, its Beneficial Interest and the underlying securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction, including (i) the legal requirements within its jurisdiction for the Subscription and the purchase of its Beneficial Interest; (ii) any foreign exchange restrictions applicable to such Subscription and purchase; (iii) any governmental or other consents that may need to be obtained; and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, conversion, redemption, sale, or transfer of its Beneficial Interest and the underlying securities. The Subscriber acknowledges that the Company has taken no action in foreign jurisdictions with respect to the Omnibus Series Seed 2A Preferred Stock Instrument (and the Subscriber's Beneficial Interest therein) and the underlying securities.

(q) If the Subscriber is an entity: (i) such entity is duly formed, validly existing and in good standing under the laws of the state of its formation, and has the power and authority to enter into this Agreement; (ii) the execution, delivery and performance by the Subscriber of the Agreement is within the power of the Subscriber and has been duly authorized by all necessary actions on the part of the Subscriber; (iii) to the knowledge of the Subscriber, it is not in violation of its current organizational documents, any material statute, rule or regulation applicable to the Subscriber; and (iv) the performance the Agreement does not and will not violate any material judgment, statute, rule or regulation applicable to the Subscriber; result in the acceleration of any material indenture or contract to which the Subscriber is a party or by which it is bound, or otherwise result in the creation or imposition of any lien upon the Subscription Amount.

(r) The Subscriber agrees, acknowledges, warrants and covenants that (1) the Custodian will and shall sign the (i) Voting Agreement dated as of March 22, 2021 (the "VA"), (ii) Investors' Rights Agreement, dated as of March 22, 2021 (the "IRA") and (iii) Series Seed 2A Preferred Stock Purchase Agreement dated as of March 22, 2021 (the "SPA") (collectively, the VA, IRA and SPA, the "Transaction Agreements") as legal record owner of the Series Seed 2A Preferred Stock; (2) the Subscriber shall have no rights under the Transaction Agreements; (3) the Subscriber hereby authorizes the Custodian to (A) covenant to vote any Shares (as defined in the VA) held by the Custodian in the same proportion as the Shareholders (as defined in the VA) vote their respective Shares (as defined in the VA) under the VA; (B) waive any right of a Major Investor (as defined in the IRA) under the IRA; and (C) the Subscriber hereby authorizes the Custodian to execute, deliver to the Company an executed counterpart signature page and/or version to the Company of, and become the legal record owner of the Series Seed 2A Preferred Stock and the legal party to the Transaction Agreements.

(s) The Custodian, as a condition to the effectiveness of this Agreement and the issuance and delivery of Series Seed 2A Preferred Stock, the Omnibus Series Seed 2A Preferred Stock Instrument and the Beneficial Interest in accordance herewith, shall execute, deliver to the Company an executed counterpart signature and/or version of, become the record owner or the Series Seed 2A Preferred Stock and the legal party to the Transaction Agreements, and (i) shall be deemed a "Shareholder" for all purposes under the VA; (ii) shall be deemed an "Investor" for all purposes under the IRA, dated as of March 22, 2021; and (iii) shall be deemed an "Investor" for all purposes under the Series Seed 2A Preferred Stock Purchase Agreement, dated as of March 22, 2021.

(t) The Custodian, as a condition to the effectiveness of this Agreement and the issuance and delivery of the Series Seed 2A Preferred Stock, the Omnibus Series Seed 2A Preferred Stock Instrument and the Beneficial Interest in accordance herewith, shall (i) covenant to vote any

Preferred Stock (as defined in the VA) held by the Custodian in the same proportion as the Shareholders (as defined in the VA) vote their respective Preferred Stock (as defined in the VA) under the VA; and (ii) waive any right of a Major Investor (as defined in the IRA).

4. Dispute Resolution; Arbitration.

(a) THE SUBSCRIBER AND THE COMPANY (I) WAIVE THE SUBSCRIBER'S AND THE COMPANY'S RESPECTIVE RIGHTS TO HAVE ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT RESOLVED IN A COURT, AND (II) WAIVE THE SUBSCRIBER'S AND THE COMPANY'S RESPECTIVE RIGHTS TO A JURY TRIAL. Instead, any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including the breach or validity thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (the "**AAA**") under its Commercial Rules. The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default thereof, appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be Sacramento, California. Except as may be required by law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

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

5. Miscellaneous.

(a) Any provision of this Agreement may be amended, waived or modified only upon the written consent of the Company and the Subscriber or upon the written consent of the Company and the majority of the Holders by interest (calculated based on the Beneficial Interests of the Holders, not the number of Holders) (such terms as defined in the Omnibus Series Seed 2A Preferred Stock Instrument).

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

(c) Neither this Agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Agreement and/or the rights contained herein may be assigned without the Company's consent by the Subscriber to (i) to a member of the family of the Subscriber or the equivalent,

to a trust controlled by the Subscriber, to a trust created for the benefit of a member of the family of the Subscriber or the equivalent, or in connection with the death or divorce of the Subscriber or other similar circumstance, (ii) any other entity who directly or indirectly, controls, is controlled by or is under common control with the Subscriber, including, without limitation, any general partner, managing member, officer or director of the Subscriber, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Subscriber and that any such assignment shall require such transferee to assume the rights and obligations of the Subscriber's custody account agreement with the Custodian in accordance with the assignment provision thereof, or otherwise execute a custody account agreement with the designated Custodian ; and *provided, further*, that the Company may assign this Agreement in whole, without the consent of the Subscriber, in connection with a reincorporation to change the Company's domicile. Notwithstanding the foregoing, this Agreement and any rights herein shall not be assigned or transferred except (x) with the Company's written consent (which may be withheld, conditioned or delayed in its sole and exclusive discretion) or (y) without the Company's written consent when and if a registration statement which has been filed with the United States Securities and Exchange Commission under Section 12(g) of the Exchange Act is declared effective to enable the sale of any equity securities of the Company then-held by Subscriber to the public, which in results in such equity securities being listed and posted for trading or quoted on a recognized exchange, and such assignment or transfer is made in accordance and compliance with any applicable Lock-up Period (as defined in the Omnibus Series Seed 2A Preferred Stock Instrument), the Transaction Agreements and applicable law.

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

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

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

(g) This Agreement, the Omnibus Series Seed 2A Preferred Stock Instrument, the Transaction Agreements, and each of their respective Schedules, Exhibits, Appendices, and any other documents appended, referenced, attached or incorporated thereto or therein, constitute the entire agreement between the Subscriber and the Company relating to the Omnibus Series Seed 2A Preferred Stock Instrument (and the Subscriber's Beneficial Interest therein) and the underlying securities; provided further, that Subscriber agrees to be bound by the terms of the Omnibus Series Seed 2A Preferred Stock Instrument applicable to Holders.

(h) To the extent there is a vagueness, ambiguity, conflict, variation or inconsistency between the terms, conditions, covenants, representations or warranties of this Agreement and the terms, conditions, covenants, representations or warranties of any Transaction Agreement, the terms, conditions, covenants, representations or warranties of the Transaction Agreements shall control.

(*Signature page follows*)

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

SUBSCRIBER:

_____
Print Name

_____
Signature

_____
Print Name of Additional Signatory

_____
Additional Signature
(If joint tenants or tenants in common)

Address:
Email:

Accepted and Agreed:

COMPANY:	**CUSTODIAN:**
NATURETRAK, INC.	**PRIME TRUST, LLC,**
By: _____	By: _____
Name: Jontae James	Name:
Title: CEO	Title:
Date: _____	Date: _____
Address:	Address:
Email:	Email:

EXHIBIT A

FORM OF OMNIBUS SERIES SEED 2A PREFERRED STOCK INSTRUMENT

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

NATURETRAK, INC.

OMNIBUS SERIES SEED 2A PREFERRED STOCK INSTRUMENT
Series 2021

THIS CERTIFIES THAT in exchange for the payment by the subscribers for beneficial interests herein (the "**Subscribers**") of an aggregate subscription amount of $[_____] (the "**Omnibus Series Seed 2A Preferred Stock Instrument Amount**"), NatureTrak, Inc., a California corporation (the "**Company**"), hereby issues to Prime Trust, LLC, as custodian ("**Prime Trust**"), _____ shares of the Company's Series Seed 2A Preferred, par value per share of $0.001 (the "Series Seed 2A Preferred Stock"), to be held by Prime Trust subject to the terms set forth below.

SEE SECTION 2 FOR CERTAIN ADDITIONAL DEFINED TERMS.

1. Instrument

This Omnibus Series Seed 2A Preferred Stock Instrument initially shall entitle each Subscriber to a beneficial ownership interest herein that represents the number of shares of the Company's Series Seed 2A Preferred Stock equal to the product of (i) the quotient of such Subscriber's Subscription Amount *divided by* the Omnibus Series Seed 2A Preferred Stock Instrument Amount; *times* (ii) the quotient of the Omnibus Series Seed 2A Preferred Stock Instrument Amount *divided by* $1.22 (the "**Beneficial Interest**"). The number of shares under this instrument shall be subject to adjustment by the Company in the event of any share subdivision, split, dividend, reclassification, combination, consolidation or similar transaction affecting the Capital Stock or the Company, subject to the Company's Certificate of Incorporation, as amended and/or restated from time to time.

2. Definitions

"**Capital Stock**" means the capital stock of the Company, including, without limitation, Voting Common Stock, Non-Voting Common Stock, Series Seed Preferred Stock, Series Seed 2A Preferred Stock and Series Seed 2B Preferred Stock.

"**Common Stock**" means the common stock, par value per share of $0.001, of the Company.

"**IPO**" means: (A) the completion of an underwritten initial public offering of Capital Stock by the Company pursuant to: (I) a final prospectus for which a receipt is issued by a securities commission of the

United States or of a province of Canada, or (II) a registration statement which has been filed with the United States Securities and Exchange Commission and is declared effective to enable the sale of Capital Stock by the Company to the public, which in each case results in such equity securities being listed and posted for trading or quoted on a recognized exchange; or (B) the Company's initial listing of its Capital Stock (other than shares of Capital Stock not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Company with the SEC that registers shares of existing capital stock of the Company for resale, as approved by the Company's board of directors, where such listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services; or (C) the completion of a reverse merger or take-over whereby an entity (I) whose securities are listed and posted for trading or quoted on a recognized exchange, or (II) is a reporting issuer in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Capital Stock of the Company.

"**Lock-up Period**" means the period commencing on the date of the final prospectus relating to the Company's IPO, and ending on the date specified by the Company and the managing underwriter(s). Such period shall not exceed one hundred eighty (180) days, 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.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

"**Holder**" means the holder of a Beneficial Interest in this Omnibus Series Seed 2A Preferred Stock Instrument, whether as a Subscriber or as a permitted transferee thereof.

"**Portal**" means OpenDeal Portal LLC, a registered securities crowdfunding portal CRD#283874, or a qualified successor.

"**Regulation CF**" means Regulation Crowdfunding promulgated under the Securities Act of 1933.

3. Company Representations

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this Omnibus Series Seed 2A Preferred Stock Instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to Prime Trust, has been duly authorized by all necessary actions on the part of the Company. This Omnibus Series Seed 2A Preferred Stock Instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current charter or bylaws; (ii) any material statute, rule or regulation applicable to the Company; or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this Omnibus Series Seed 2A Preferred Stock Instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or

contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this Omnibus Series Seed 2A Preferred Stock Instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of the issuable shares of Series Seed 2A Preferred Stock pursuant to Section 1.

(e) The Company is (i) not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act, (ii) not an investment company as defined in Section 3 of the Investment Company Act of 1940 (the "**Investment Company Act**"), and is not excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act, (iii) not disqualified from selling securities under Rule 503(a) of Regulation CF, (iv) not barred from selling securities under Section 4(a)(6) of the Securities Act due to a failure to make timely annual report filings, (vi) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vii) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

(f) The Company has engaged, or shortly after the issuance of this Omnibus Series Seed 2A Preferred Stock Instrument, will engage a transfer agent registered with the U.S. Securities and Exchange Commission to act as the sole registrar and transfer agent for the Company with respect to the Omnibus Series Seed 2A Preferred Stock Instrument and the Capital Stock.

4. Prime Trust Representations

(a) Prime Trust has full legal capacity, power and authority to execute and deliver this Omnibus Series Seed 2A Preferred Stock Instrument and to perform its obligations hereunder. This Omnibus Series Seed 2A Preferred Stock Instrument constitutes a legal, valid and binding obligation of Prime Trust, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

5. Transfer Restrictions

(a) During the Lock-up Period, and otherwise subject to Section 7(f), neither Prime Trust nor any Holder shall, without the prior written consent of the managing underwriter: (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such shares or any such securities are then owned or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise.

(b) The foregoing provisions of Section 5(a) will: (x) apply only to the IPO and will not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement; (y) not apply to the transfer of any shares to any trust for the direct or indirect benefit of the applicable party or the immediate family of such party, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer will not involve a disposition for value; and (z) be applicable to Prime Trust and the Holders only if all officers and directors of the Company are subject

to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than 5% of the outstanding Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock. Notwithstanding anything herein to the contrary, the underwriters in connection with the IPO are intended third-party beneficiaries of Section 5(a) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Prime Trust and each Holder shall execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with Section 5(a) or that are necessary to give further effect thereto. Prime Trust and each Holder shall execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with Section 5(a) or that are necessary to give further effect thereto.

(c) In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to the registrable securities of the Company held by Prime Trust and the Holders (and the Company shares or securities of every other person subject to the foregoing restriction) until the end of the Lock-up Period. A legend reading substantially as follows will be placed on all certificates representing all of the registrable securities of the Company held by Prime Trust and the Holders (and the shares or securities of the Company held by every other person subject to the restriction contained in Section 5(a)):

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD BEGINNING ON THE EFFECTIVE DATE OF THE COMPANY'S REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

(d) No portion of this Omnibus Series Seed 2A Preferred Stock Instrument (or any Beneficial Interest) or the underlying securities may be disposed of unless and until the transferee has agreed in writing for the benefit of the Company to make representations and warranties substantially similar to those made by the Subscribers and:

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

(ii) The applicable transferor shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition and, if reasonably requested by the Company, an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration of such shares under the Securities Act.

(e) No disposition of this instrument (or any Beneficial Interest) or any underlying securities may be made to any of the Company's competitors, as determined by the Company in good faith.

(f) The Company will place the legend set forth below or a similar legend on any book entry or other forms of notation evidencing this Omnibus Series Seed 2A Preferred Stock Instrument (or any Beneficial Interest) and any certificates evidencing the underlying securities, together with any other legends that may be required by state or federal securities laws, the Company's charter or bylaws or otherwise:

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

(g) Prime Trust shall use commercially reasonable efforts to facilitate a disposition contemplated in Section 5(d)(i).

6. Dividends, Distributions, Voting Rights

(a) Whenever Prime Trust shall receive any cash dividend or other cash distribution on the shares of Series Seed 2A Preferred Stock, Prime Trust shall distribute to the Holders such amounts of such sum as are, as nearly as practicable, in proportion to each Holder's Beneficial Interest; provided, however, that in case the Company or Prime Trust shall be required to and shall withhold from any cash dividend or other cash distribution in respect of the shares of Series Seed 2A Preferred Stock represented by the Beneficial Interest held by any Holder an amount on account of taxes, the amount made available for distribution or distributed in respect of shares of Series Seed 2A Preferred Stock subject to such withholding shall be reduced accordingly. Prime Trust shall distribute or make available for distribution, as the case may be, only such amount, however, as can be distributed without attributing to any Holder of Beneficial Interests a fraction of one cent, and any balance not so distributable shall be held by Prime Trust (without liability for interest thereon) and shall be added to and be treated as part of the next sum received by Prime Trust for distribution to Holders of Beneficial Interests then outstanding.

(b) Whenever Prime Trust shall receive any distribution other than cash on the shares of Series Seed 2A Preferred Stock, Prime Trust shall distribute to the Holders of Beneficial Interests such amounts of the securities or property received by it as are, as nearly as practicable, in proportion to the respective Beneficial Interests held by such Holder, in any manner that Prime Trust and the Company may deem equitable and practicable for accomplishing such distribution. If, in the opinion of Prime Trust after consultation with the Company, such distribution cannot be made proportionately among all Holders, or if for any other reason (including any requirement that the Company or Prime Trust withhold an amount on account of taxes), Prime Trust deems, after consultation with the Company, such distribution not to be feasible, Prime Trust may, with the approval of the Company, adopt such method as it deems equitable and practicable for the purpose of effecting such distribution, including the sale (at public or private sale) of the securities or property thus received or any part thereof, at such place or places and upon such terms as it may deem proper. The net proceeds of any such sale shall be distributed or made available for distribution, as the case may be, by Prime Trust to the Holders of Beneficial Interests as provided by Section 6(a) in the case of a distribution received in cash. The Company shall not make any distribution of such securities or property to the Holders of Beneficial Interests unless the Company shall have provided to Prime Trust an opinion of counsel stating that such securities or property have been registered under the Securities Act or do not need to be registered.

(c) Upon any change in par or stated value, split-up, combination or any other reclassification of the shares of Series Seed 2A Preferred Stock, or upon any recapitalization, reorganization, merger, amalgamation or consolidation affecting the Company or to which it is a party or sale of all or substantially all of the Company's assets, Prime Trust shall, upon the instructions of the Company: (i) make such

adjustments in the shares of Series Seed 2A Preferred Stock as may be required by, or as is consistent with, the provisions of the articles of incorporation of the Company to fully reflect the effects of such split-up, combination or other reclassification of the shares of Series Seed 2A Preferred Stock, or of such recapitalization, reorganization, merger, consolidation or sale and (ii) treat any shares or other securities or property (including cash) that shall be received by Prime Trust in exchange for or upon conversion of or in respect of the shares of Series Seed 2A Preferred Stock as new securities held under this Agreement, and Beneficial Interests then outstanding shall thenceforth represent the proportionate interests of Holders thereof or the new securities so received in exchange for or upon conversion of or in respect of such shares of Series Seed 2A Preferred Stock. The Company shall cause effective provision to be made in the charter of the resulting or surviving corporation (if other than the Company) for protection of such rights as may be applicable upon exchange of the shares of Series Seed 2A Preferred Stock for securities or property or cash of the surviving corporation in connection with the transactions set forth above. The Company shall cause any such surviving corporation (if other than the Company) expressly to assume the obligations of the Company hereunder.

(d) Upon receipt of notice of any meeting, or consent in lieu of a meeting, at which the holders of the shares of Series Seed 2A Preferred Stock are entitled to vote, Prime Trust shall, as soon as reasonably practicable thereafter, mail or provide electronically to the Holders of Beneficial Interests a notice, which shall be provided by the Company and which shall contain such information as is contained in such notice of meeting or other form of consent in lieu of a meeting. Holder acknowledges that notwithstanding its receipt of such materials, all voting rights with respect to the shares of Series Seed 2A Preferred Stock shall be exercised by Prime Trust, and that Prime Trust intends to exercise such voting or consent rights by voting the shares held by it in accordance with the Voting Agreement, dated as of March 22, 2021 (the "VA"), as amended and/or restated from time to time in accordance therewith, in the same way as the Shareholders (as defined in the VA) vote their respective shares under the VA. Prime Trust will not exercise any discretion in voting any of the shares of Series Seed 2A Preferred Stock represented by the Beneficial Interests.

7. Miscellaneous

(a) Except as otherwise agreed by the Company in its sole discretion, Holders will not be entitled to exchange their Beneficial Interests in this Omnibus Series Seed 2A Preferred Stock Instrument for Series Seed 2A Preferred Stock in certificated form.

(b) Prime Trust agrees to take any and all actions determined in good faith by the Company's board of directors to be advisable to reorganize this Omnibus Series Seed 2A Preferred Stock Instrument and any shares of Capital Stock issued pursuant to the terms of this Omnibus Series Seed 2A Preferred Stock Instrument into a special purpose vehicle or other entity designed to aggregate the interests of the Holders.

(c) Any provision of this Omnibus Series Seed 2A Preferred Stock Instrument may be amended, waived or modified only upon the written consent of the Company and the majority of the Holders (calculated based on the Beneficial Interests of the Holders).

(d) Any notice required or permitted by this Omnibus Series Seed 2A Preferred Stock Instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(e) Prime Trust through this Omnibus Series Seed 2A Preferred Stock Instrument shall be

considered legal record holder of the Series Seed 2A Preferred Stock and any shares of securities convertible therefrom, including the Common Stock.

(f) Neither this Omnibus Series Seed 2A Preferred Stock Instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Omnibus Series Seed 2A Preferred Stock Instrument and/or the rights contained herein may be assigned without the Company's consent by Prime Trust to any other entity who directly or indirectly, controls, is controlled by or is under common control with Prime Trust, including, without limitation, any general partner, managing member, officer or director of Prime Trust; and *provided, further*, that the Company may assign this Omnibus Series Seed 2A Preferred Stock Instrument in whole, without the consent of Prime Trust, in connection with a reincorporation to change the Company's domicile. Subject to Section 5, this Omnibus Series Seed Preferred Stock Instrument and any rights herein, including the Beneficial Interest, shall not be assigned or transferred except (x) with the Company's written consent (which may be withheld, conditioned or delayed in its sole and exclusive discretion) or (y) without the Company's written consent when and if a registration statement which has been filed with the United States Securities and Exchange Commission under Section 12(g) of the Exchange Act is declared effective to enable the sale of any equity securities of the Company then-held by Subscriber to the public, which in results in such equity securities being listed and posted for trading or quoted on a recognized exchange, and such assignment or transfer is made in accordance and compliance with any applicable Lock-up Period (as defined in the Omnibus Series Seed 2A Preferred Stock Instrument), the Transaction Agreements and applicable law.

(g) In the event any one or more of the terms or provisions of this Omnibus Series Seed 2A Preferred Stock Instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this Omnibus Series Seed 2A Preferred Stock Instrument operate or would prospectively operate to invalidate this Omnibus Series Seed 2A Preferred Stock Instrument, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this Omnibus Series Seed 2A Preferred Stock Instrument and the remaining terms and provisions of this Omnibus Series Seed 2A Preferred Stock Instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(h) All securities issued under this Omnibus Series Seed 2A Preferred Stock Instrument may be issued in whole or fractional parts.

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

(j) Any dispute, controversy or claim arising out of, relating to or in connection with this Omnibus Series Seed 2A Preferred Stock Instrument or the Transaction Agreements, including the breach or validity thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (the "**AAA**") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default thereof, appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be Sacramento, California. Except as may be required by law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

(k) Each Holder has, and at all times under this Omnibus Series Seed 2A Preferred Stock

Instrument will maintain, a custody account in good standing with Prime Trust pursuant to a valid and binding custody account agreement. To the extent any of the provisions of such custody account agreement shall conflict with the terms of this Omnibus Series Seed 2A Preferred Stock Instrument, the terms of this Omnibus Series Seed 2A Preferred Stock Instrument will control.

(l) Prime Trust shall execute, deliver to the Company an executed counterpart signature and/or version of, become the record owner or the Series Seed 2A Preferred Stock and the legal party to the Transaction Agreements, and (i) shall be deemed a "Shareholder" for all purposes under the VA; (ii) shall be deemed an "Investor" for all purposes under the Investors' Rights Agreement, dated as of March 22, 2021 (the "IRA"); and (iii) shall be deemed an "Investor" for all purposes under the Series Seed 2A Preferred Stock Purchase Agreement, dated as of March 22, 2021 (the "SPA" and together with the Voting Agreement and IRA, the "Transaction Agreements").

(m) Notwithstanding anything to the contrary in this Omnibus Series Seed 2A Preferred Stock Instrument or the Transaction Agreements, Prime Trust shall, and hereby does, (i) covenant to vote any Shares (as defined in the VA) held by Prime Trust under this Omnibus Series Seed 2A Preferred Stock Instrument in the same proportion as the Shareholders (as defined in the Voting Agreement) vote their respective Preferred Stock (as defined in the VA) under the VA; and (ii) waive any rights of a Major Investor (as defined in the IRA) under the IRA.

(n) To the extent there is a vagueness, ambiguity, conflict, variation or inconsistency between the terms, conditions, covenants, representations or warranties of this Omnibus Series Seed Preferred Stock Instrument and the terms, conditions, covenants, representations or warranties of any Transaction Agreement, the terms, conditions, covenants, representations or warranties of the Transaction Agreements shall control.

(*Signature page follows*)

IN WITNESS WHEREOF, the undersigned have caused this Omnibus Series Seed 2A Preferred Stock Instrument to be duly executed and delivered.

NATURETRAK, INC.

By: _____
Name: Jontae James
Title: CEO
Address:
Email:

PRIME TRUST, LLC,
As Custodian

By: _____
Name:
Title:
Address:
Email:

SUBSCRIBER/HOLDER:

_____
Print Name

By: _____
Signature

_____
Print Name of Additional Signatory

By: _____
Additional Signature
(If joint tenants or tenants in common)

Address:
Email:

Exhibit B

[Prime Trust Custodial Agreement]

EXHIBIT B

PRIME TRUST NEW ACCOUNT AGREEMENT

_____("Account Holder", "Customer", "you", "your") hereby requests and directs that Prime Trust, LLC ("Prime Trust", "Custodian", "we", "our", "us"), a Nevada chartered trust company, establish a Prime Asset Custody Account ("Account") for and in the name of Account Holder, and to hold as custodian all assets deposited to, or collected with respect to such Account, upon the following terms and conditions:

1. APPOINTMENT OF CUSTODIAN:

Account Holder hereby appoints Prime Trust to be custodian of and to hold or process as directed all securities, currency, cryptocurrency, and other assets of Account Holder (hereinafter referred to as "Custodial Property") that are delivered to Custodian by Account Holder or Account Holder's Agent(s) (as defined below) to the Account in accordance with the terms of this Agreement.

2. SELF-DIRECTED INVESTMENTS:

a. This Account is a self-directed Account that is managed by Account Holder and/or Account Holder's Agents. Prime Trust will act solely as custodian of the Custodial Property and will not exercise any investment or tax planning discretion regarding your Account, as this is solely your responsibility and/or the responsibility of advisors, brokers and others you designate and appoint as your agent for your Account ("Agents"), if any. Prime Trust undertakes to perform only such duties as are expressly set forth herein, all of which are ministerial in nature.

b. As a self-directed Account, you acknowledge and agree that:

   i. The value of your Account will be solely dependent upon the performance of any asset(s) chosen by you and/or your Agents.

   ii. Prime Trust shall have no duty or responsibility to review or perform due diligence on any investments or other Custodial Property and will make absolutely no recommendation of investments, nor to supervise any such investments. You will perform your own due diligence on all investments and take sole responsibility for all decisions made for your Account.

   iii. Prime Trust does not provide any valuation or appraisals of Custodial Property, nor does it hire or seek valuations or appraisals on any Custodial Property, provided, however, it may, at its option and with no obligation or liability, to the extent available for any particular asset, include recent price quotes or value estimates from various third-party sources, including but not limited to SEC-registered exchanges and alternative trading systems, digital asset exchanges, and real estate websites on your statement for any such Custodial Property. Prime Trust will not be expected or obligated to attempt to verify the validity, accuracy or reliability of any such third-party valuation, valuation estimates or prices and you agree that Prime Trust shall in no way be held liable for any such valuation estimates or price quotations. Prime Trust shall simply act in a passive, pass-through capacity in providing such information (if any) on your Account statements and that such valuation estimates or price quotations are neither verified, substantiated nor to be relied upon in any way, for any purpose, including, without limitation, tax reporting purposes. You agree to engage a professional, independent advisor for any valuation opinion(s) you want on any Custodial Property.

c. Account Holder will not direct or permit its Agents to direct the purchase, sale or transfer of any Custodial Property which is not permissible under the laws of Account Holder's place of residence or

illegal under US federal, state or local law. Account Holder hereby warrants that neither you nor your Agents will enter into a transaction or series of transactions, or cause a transaction to be entered into, which is prohibited under Section 4975 of the Internal Revenue Code. Pursuant to the directions of the Account Holder or Agent(s), Prime Trust shall process the investment and reinvestment of Custodial Property as directed by Account Holder or its Agents only so long as, in the sole judgment of Prime Trust, such requested investments will not impose an unreasonable administrative burden on Prime Trust (which such determination by Prime Trust shall not to be construed in any respect as a judgment concerning the prudence or advisability of such investment). Custodian may rely upon any notice, instruction, request or other instrument believed by it to have been delivered from the Account Holder or its Agents, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein.

d. Buy and sell orders may, at Custodians discretion, be accepted verbally, including via telephone, or electronically, including email and internet-enabled devices and systems, provided, however, that Custodian may, but is not required to, require Account Holder or its Agents to promptly provide email, text or other confirmation to verify such instructions and any such instructions will not be deemed as received until verified in accordance with the Custodians then-in-effect policies and procedures. Account Holder acknowledges that any request to waive or change any policies or procedures for asset disbursements is done so at Account Holders risk. Prime Trust may decline to accept verbal asset transfer or trade instructions in its sole discretion and require written instructions, or instructions triggered from Account Holder or its Agents using tools while logged onto your account (either directly at www.primetrust.com or on any website or application that integrates into Prime Trust systems via API's ("Application Programming Interfaces"), which may or may not bear the Prime Trust brand. Account Holder bears complete and absolute responsibility for all buy, sell, transfer, and disbursement instructions for this Account and will immediately notify Prime Trust of any unauthorized transactions.
e. Account Holder acknowledges and agrees that the custody of digital assets is generally subject to a high degree of risk, including without limitation, the risk of loss due to the blockchain or smart contract defects as well as forks and other events outside of the Custodian's control. Such Custodial Property is not insured by the Federal Deposit Insurance Corporation or by any Prime Trust insurance policies and so you are advised to directly obtain, at your sole cost and expense, any separate insurance policies you desire for such Custodial Property. Account Holder agrees that transfer requests, as well as sale and purchase orders, for digital assets may be delayed due to security protocols, time-zone differences, communication technology delays or fails, and/or enhanced internal compliance reviews. Accordingly, Prime Trust shall not be liable for any losses or damages, including without limitation direct, indirect, consequential, special, exemplary or otherwise, resulting from delays in processing such transactions.
f. All instructions for the purchase and sale of securities and/or digital assets shall be executed through one or more broker-dealers or exchanges selected by either you or your Agents, or by Prime Trust, as an accommodation (and not in any capacity as a broker-dealer) and Prime Trust is hereby authorized to debit your account for any fees associated with such transaction(s) and remit those to the executing party.

3. SCHEDULE OF FEES:

The Custodian shall receive reasonable compensation in accordance with its usual Schedule of Fees then in effect at the time of service. The fees and charges initially connected with this Account may include:

- Account Fees: As detailed on Prime Trust's current fee schedule, which may change from time to time and is published on www.primetrust.com. Changes to the fee schedule shall not affect any charges for prior periods and will only be effective as of the date the changes were published.
- Statement Fee: $0.00 – there are no fees for electronically delivered and available statements
- Third-Party Fees – in the event that we are charged any fees by a third party in performing services on your behalf (e.g. transfer agent fees, legal fees, accounting fees, tax preparation fees, notary

fees, exchange fees, brokerage fees, bank fees, blockchain settlement fees, etc.) then you agree to reimburse us for such reasonable charges at cost plus 25% (excluding broker-dealer commissions), and that no prior approval is required from you in incurring such expense.

You agree to pay all fees and expenses associated with your Account. Prime Trust is hereby authorized, at its option, in its sole discretion, to electronically debit the Account for payment of fees and expenses, including charging any linked credit or debit card, pulling funds from any linked bank account, or liquidating any of the Custodial Property without prior notice or liability. Unpaid fees are subject to interest at a rate of 1.50% per month on the outstanding balance and may be applied as a first lien on any Custodial Property. Prime Trust reserves the right to make changes to its fees for custodial services in its sole and absolute discretion.

4. ASSETS AND CUSTODY:

a. Custodial Property which Prime Trust will generally agree to accept and hold on Account Holder's behalf includes: United States Dollars ("USD"), foreign currencies at the sole discretion of Prime Trust, title to real estate, certain digital assets, private equity and debt securities issued pursuant to laws and regulations of the United States, as well as equity and debt securities which are listed on any US exchange or alternative trading system (e.g. OTC, NASDAQ, NYSE, AMEX, etc.). Securities which have been issued pursuant to regulations of countries other than the US or which are listed on non-US trading systems may be acceptable for custody on a case by case basis. Physical assets such as cash, art, coins, and rare books are generally not accepted for custody at Prime Trust. Acceptance and custody of digital assets such as cryptocurrency and other tokens are subject to the sole discretion of Prime Trust.
b. USD in the Custodial Account are hereby directed by Account Holder to be invested in Prime Trust's "Secure Cash Sweep", as available, other than as needed for immediate funds availability. Interest paid from the Secure Cash Sweep BT will be credited to your Account.
c. During the term of this Agreement, Custodian is responsible for safekeeping only Custodial Property which is delivered into its possession and control by the Account Holder or its Agents. Custodian may for convenience take and hold title to Custodial Property or any part thereof in its own name or in the name of its nominee (commonly known as "street name"), with Account Holder ownership of Custodial Property segregated on its books and records.
d. Custodian shall keep accurate records of segregation of customer accounts to show all receipts, disbursements, and other transactions involving the Account. All such records shall be held indefinitely by Custodian.
e. Custodian shall collect and hold all funds when Custodial Property may mature, be redeemed or sold. Custodian shall hold the proceeds of such transaction(s) until receipt of written or electronic (via our systems) disbursement instructions from Account Holder.
f. Custodian shall process any purchase, sale, exchange, investment, disbursement or reinvestment of Custodial Property under this Agreement that Account Holder or its Agents may at any time direct, provided that sufficient unencumbered, cleared assets are available for such transaction.
g. Funds received in any currency other than USD may, at your direction or as needed to fulfill investment directions or pay fees, be converted to USD at exchange rates set at Prime Trusts discretion.
h. Without limiting the generality of the foregoing, Prime Trust is authorized to collect into custody all property delivered to Custodian at the time of execution of this Agreement, as well as all property which is hereafter purchased for your Account or which may hereafter to be delivered to Custodian for your Account pursuant to this Agreement, together with the income, including but not limited to interest, dividends, proceeds of sale and all other monies due and collectable attributable to the investment of the Custodial Property.
i. Custodian is authorized, in its sole discretion, to comply with orders issued or entered by any court with respect to the Custodial Property held hereunder, without determination by Custodian of such

court's jurisdiction in the matter. If any portion of the Custodial Property held hereunder is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Custodian is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action, and if Custodian complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

j. Custodian does not warrant or guarantee that any buy or sell order by Account Holder will be executed at the best posted price or timely executed. Account Holder acknowledges and agrees that (i) Custodian does not have access to every market or exchange which a particular product or financial instrument may be traded and Custodian makes no representation regarding the best price execution of any instructions, (ii) other orders may trade ahead of Account Holder's order and exhaust available volume at a posted price, (iii) exchanges, market makers or other types of sellers or purchasers may fail to honor posted or otherwise agreed-upon prices, (iv) exchanges may re-route customer orders out of automated execution systems for manual handling (in which case, execution may be substantially delayed), (iv) system delays by exchanges or third-parties executing instructions may prevent Account Holders order from being executed, may cause a delay in execution or not to be executed at the best posted price or at all, and, (v) Custodian may not promptly or in a timely manner execute Customers order(s) due to internal delays, and Custodian makes no representation that its custody services are in any way suitable for active trading or any activity requiring prompt or exact execution. The Account is not a brokerage account. Transactions may be subject to additional fees and charges by both Custodian and any third-party service providers or exchanges.

5. ACCOUNT ACCESS AND COMMUNICATIONS:

a. Custodian shall provide you and your Agent(s) with access to your Account via our website at www.primetrust.com, via the "Banq" mobile app, and/or via API's that third-parties can write into (e.g. exchanges, broker-dealers, funding portals, trading platforms, investment advisors, registered transfer agents, banks, consumer and industrial financial application providers, etc.).

b. Your Agent(s) shall be provided with access to the Account as chosen by you using the tools and settings provided to you for your Account, which may include Account information such as current and historic statements, transaction history, current asset positions, and account types and beneficiaries. It may, depending upon the settings and permissions you choose for your particular Agents, include the ability to instruct Prime Trust to take action with respect to the Custodial Property and Account, including without limitation to invest, sell, receive, deliver or transfer Custodial Property. Any actions undertaken by any of your Agents are deemed to be those of the Account Holder directly, and you agree to maintain the security of your login credentials and passwords, as well as Agent access lists and associated permissions, so only your authorized persons have access to your Account. Prime Trust shall also be entitled to rely and act upon any instructions, notices, confirmations or orders received from your Agent(s) as if such communication was received directly from the Account Holder without any required further review or approval. Account Holder is solely responsible for monitoring and supervising the actions of your Agents with respect to the Account and Custodial Property.

c. Statements of assets, along with a ledger of receipts and disbursements of Custodial Property shall be available online at www.primetrust.com, in your Account, as well as via the websites and/or applications of third-party API integrators that you select and use.

d. Custodian shall be under no obligation to forward any proxies, financial statements or other literature received by it in connection with or relating to Custodial Property held under this agreement. Custodian

shall be under no obligation to take any action with regard to proxies, stock dividends, warrants, rights to subscribe, plans of reorganization or recapitalization, or plans for exchange of securities.

e. Account Holder agrees that Custodian may contact you for any reason. No such contact will be deemed unsolicited. Custodian may contact Account Holder at any address, telephone number (including cellular numbers) and email addresses as Account Holder may provide from time to time. Custodian may use any means of communication, including but not limited to, postal mail, email, telephone, or other technology to reach Account Holder.

f. **ELECTRONIC STATEMENTS ELECTION:**
Account Holder agrees that Prime Trust will make statements available in electronic form only. Account Holder further agrees that you can and will log onto its Account at www.primetrust.com or on the websites or applications of its selected third-party API integrators at your discretion to view current or historic statements, as well as transaction history, assets and cash balances. Account Holder understands and agrees that under no circumstances may you request to have statements printed and mailed to you. If Account Holder desires printed statements, then you agree to log onto your Account at www.primetrust.com (or on the websites or applications of your selected third-party API integrators) and print them yourself.

6. TERM AND TERMINATION, MODIFICATION:

a. This Agreement is effective as of the date set forth below and shall continue in force until terminated as provided herein.

b. This Agreement may be terminated by either party at any time upon 30 days written notice to the other party (with email being an agreed upon method of such notice), provided, however, Prime Trust may immediately terminate this Agreement without notice or liability in the event that (i) Prime Trust becomes aware or has reason to believe that Account Holder may be engaged in illegal activity, or (ii) termination is deemed appropriate by Prime Trust to comply with its legal or regulatory obligations.

c. This Agreement may be amended or modified only by the Custodian, or with the written agreement from the Custodian. Such amendments or modifications shall be effective on the 30th day after the Account Holder receives notice of such revision electronically via the email address shown on the records of Prime Trust.

d. If this Agreement is terminated by either party then Custodian shall deliver the Custodial Property to Account Holder as soon as practicable or, at Account Holder's request to a successor custodian. Account Holder acknowledges that Custodial Property held in Custodian's name or nominee may require a reasonable amount of time to be transferred. Upon delivery of Custodial Property, Custodian's responsibility under this Agreement ceases.

e. Notwithstanding anything to the contrary herein, this agreement shall terminate immediately upon the occurrence of any of the following events:

i. Upon death of the Account Holder, the Custodian shall continue to hold Custodial Property until such time the Custodian receives instructions from Account Holder's executor, trustee or administrator pursuant to the probate process, as applicable, and has received advice of its legal counsel to transfer such assets (which costs shall be borne by the Account Holder). In the event that no beneficiaries claim this Account then the assets may be preserved in the Account for so long as possible, until a beneficiary makes itself known or as may be subject to "unclaimed property" regulations as promulgated by state and federal regulators (at which time assets on Account may be transferred or liquidated and proceeds forwarded to such authorities as required by law or regulation).

ii. Filing of a petition in bankruptcy (by the Account Holders or by a creditor of the Account Holders). If this Agreement terminates due to the filing of a petition in bankruptcy, termination or dissolution of Account Holder, Custodian shall deliver the Custodial Property to the Court appointed representative for Account Holder. If no representative has been appointed by the Court, Custodian may deliver the Custodial Property to the person it deems to be an agent of the Account Holder and such delivery will release Custodian from any further responsibility for said Custodial Property.

iii. The legal incompetency of Account Holder, unless there is in existence a valid durable power of attorney or trust agreement authorizing another to succeed or act for Account Holder with respect to this agreement.

iv. Prime Trust becomes aware of or suspects that the Account Holder or any of its Agents are engaged in any criminal activity, material violation of the law or material breach of the terms of this Agreement.

7. TERMS OF USE, PRIVACY POLICY:

Except as set forth in this Agreement, Account Holder agrees to be bound by the Prime Trust's most current, then in effect Terms of Use and Privacy Policy, as available via links at the bottom of the www.primetrust.com website. You represent that you have reviewed such policies and in using our services hereby agree to be bound by them. In the event of any conflict between any terms or provisions of the website Terms of Use or Privacy Policy and the terms and provisions of this Agreement, the applicable terms and provisions of this Agreement shall control.

8. DISCLAIMER:

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRIME TRUST MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW). PRIME TRUST EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. PRIME TRUST DOES NOT WARRANT AGAINST INTERFERENCE WITH THE USE OF THE SERVICES OR AGAINST INFRINGEMENT. PRIME TRUST DOES NOT WARRANT THAT THE SERVICES OR SOFTWARE ARE ERROR-FREE OR THAT OPERATION OR DATA WILL BE SECURE OR UNINTERRUPTED. PRIME TRUST EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE FLOW OF DATA AND DELAYS ON THE INTERNET, INCLUDING BUT NOT LIMITED TO FAILURE TO SEND OR RECEIVE ANY ELECTRONIC COMMUNICATIONS (e.g. EMAIL). ACCOUNT HOLDER DOES NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF PRIME TRUST TO ANY THIRD PARTY. ACCOUNT HOLDER'S ACCESS TO AND USE OF THE SERVICES ARE AT ACCOUNT HOLDER'S OWN RISK. ACCOUNT HOLDER UNDERSTANDS AND AGREES THAT THE SERVICES ARE PROVIDED TO IT ON AN "AS IS" AND "AS AVAILABLE" BASIS. PRIME TRUST EXPRESSLY DISCLAIMS LIABILITY TO ACCOUNT HOLDER FOR ANY DAMAGES RESULTING FROM ACCOUNT HOLDER'S RELIANCE ON OR USE OF THE SERVICES.

9. LIMITATION OF LIABILITY; INDEMNIFICATION:

1. Disclaimer of Liability and Consequential Damages.

CUSTODIAN SHALL NOT BE LIABLE FOR ANY ACTION TAKEN OR OMITTED BY IT IN GOOD FAITH UNLESS AS A RESULT OF ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN EACH CASE AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, AND ITS SOLE RESPONSIBILITY SHALL BE FOR THE HOLDING AND DISBURSEMENT OF THE CUSTODIAL PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, SHALL HAVE NO IMPLIED DUTIES OR OBLIGATIONS AND SHALL NOT BE CHARGED WITH KNOWLEDGE OR NOTICE OF ANY FACT OR CIRCUMSTANCE NOT SPECIFICALLY SET FORTH HEREIN, ACCOUNT HOLDER HEREBY ACKNOWLEDGES AND AGREES, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PRIME TRUST WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO ACCOUNT HOLDER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO ANY INVESTMENT OR TRANSACTION OCCURRING UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF

PRIME TRUST HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION. THIS INCLUDES ANY LOSSES OR PROBLEMS OF ANY TYPE RESULTING FROM INCIDENTS OUTSIDE OF OUR DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO ERRORS, HACKS, THEFT OR ACTIONS OF ISSUERS, TRANSFER AGENTS, SMART CONTRACTS, BLOCKCHAINS AND INTERMEDIARIES OF ALL TYPES.

2. Cap on Liability.

   ACCOUNT HOLDER HEREBY ACKNOWLEDGES AND AGREES UNDER NO CIRCUMSTANCES WILL PRIME TRUST'S TOTAL LIABILITY OF ANY AND ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID, IF ANY, BY ACCOUNT HOLDER TO PRIME TRUST UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

3. General Indemnification.

   Account Holder hereby agrees to indemnify, protect, defend and hold harmless Prime Trust and its officers, directors, members, shareholders, employees, agents, partners, vendors, successors and assigns from and against any and all third party claims, demands, obligations, losses, liabilities, damages, regulatory investigations, recoveries and deficiencies (including interest, penalties and reasonable attorneys' fees, costs and expenses), which Prime Trust may suffer as a result of: (a) any breach of or material inaccuracy in the representations and warranties, or breach, non-fulfillment or default in the performance of any of the conditions, covenants and agreements, of Account Holder contained in this Agreement or in any certificate or document delivered by Account Holder or its agents pursuant to any of the provisions of this Agreement, or (b) any obligation which is expressly the responsibility of Account Holder under this Agreement, or (c) any other cost, claim or liability arising out of or relating to operation or use of the license granted hereunder, or, (d) any breach, action or regulatory investigation arising from Account Holder's failure to comply with any state blue sky laws or other securities laws any applicable laws, and/or arising out of any alleged misrepresentations, misstatements or omissions of material fact in the Account Holders' offering memoranda, general solicitation, advertisements and/or other offering documents. Account Holder is required to immediately defend Prime Trust including the immediate payment of all attorney fees, costs and expenses, upon commencement of any regulatory investigation arising or relating to Account Holder's offering and/or items in this Section 9.3(a) through (d) above. Any amount due under the aforesaid indemnity will be due and payable by Account Holder within thirty (30) days after demand thereof. The indemnity obligations of Account Holder hereunder shall survive any termination of this Agreement and the resignation or removal of Custodian hereunder.

4. Limitation on Prime Trust's Duty to Litigate.

   Without limiting the foregoing, Prime Trust shall not be under any obligation to defend any legal action or engage in any legal proceedings with respect to the Account or with respect to any property held in the Account unless Prime Trust is indemnified to Prime Trust's satisfaction. Whenever Prime

Trust deems it reasonably necessary, Prime Trust is authorized and empowered to consult with its counsel in reference to the Account and to retain counsel and appear in any action, suit or proceeding affecting the Account or any of the property of the Account. All fees and expenses so incurred shall be for the Account and shall be charged to the Account.

5. Third Party Claims.

i. Account Holder agrees to bear sole responsibility for the prosecution or defense, including the employment of legal counsel, of any and all legal actions or suits involving the Account, which may arise or become necessary for the protection of the investments in that Account, including any actions lodged against the Custodian. Account Holder also agrees to bear sole responsibility for enforcing any judgments rendered in favor of the Account, including judgments rendered in the name of Prime Trust as Custodian of the Account.

ii. Account Holder agrees to be responsible for any and all collection actions, including contracting with a collection agency or institutional legal action, and bringing any other suits or actions which may become necessary to protect the rights of the Account. Account Holder understands that any legal filings made on behalf of this Investment are to be made on behalf of beneficial owners for whom Prime Trust acts as custodian. Account Holder agrees not to institute legal action on behalf of the Account without Custodian's written consent to litigate and that Account Holder shall prosecute any legal action. Account Holder agrees that any such legal action will be carried out in a manner that does not cause Custodian to incur any costs or legal exposure.

6. Custodian may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, or relating to any dispute involving any disbursements or services contemplated herein, and shall incur no liability and shall be fully indemnified by you from any liability whatsoever in acting in accordance with the advice of such counsel. Account Holder shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel and fees may be deducted from Customer's account, including the liquidation of assets if needed in order to make cash available to settle such costs.

10. NOTICES:

All notices permitted or required by this Agreement will be via electronic mail ("email"), and will be deemed to have been delivered and received upon sending via any SMTP delivery service chosen by Prime Trust. Notices shall be delivered to the addresses on record which, if to Prime Trust shall be to support@primetrust.com and if to Account Holder shall be to the email address on file in your Account.

11. SEVERABILITY:

If any provision of this Agreement is for any reason found to be ineffective, unenforceable, or illegal by any court having jurisdiction, such condition will not affect the validity or enforceability of any of the remaining portions hereof.

12. NO LEGAL, TAX OR ACCOUNTING ADVICE:

Account Holder agrees without reservation that Prime Trust is NOT providing any legal, tax or accounting advice in any way, nor on any matter, regardless of the tone or content of any communication (oral, written or otherwise). Account Holder shall rely solely on its own legal, tax, accounting and other professional advisors for any such advice and on all matters.

13. NO INVESTMENT ADVICE OR RECOMMENDATIONS:

Account Holder agrees that Prime Trust is not providing any investment advice, nor do we make any recommendations regarding any securities or other assets to Account Holder. Account Holder agrees that it will not construe any communications from Prime Trust or any person associated with Prime

Trust, whether written or oral, to be legal, investment, due diligence, valuation or accounting advice and agrees to only and exclusively rely on the advice of Account Holder' s attorneys, accountants and other professional advisors, including any Agents, investment advisers or registered broker-dealers acting on your behalf.

14. ELECTRONIC COMMUNICATIONS NOTICE AND CONSENT:

Each of Account Holder and Prime Trust hereby agree that all current and future notices, confirmations and other communications regarding this Agreement specifically, and future communications in general between the parties, may be made by email, sent to the email address of record as set forth in the Notices section above or as otherwise from time to time changed or updated and disclosed to the other party, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically-sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients' spam filters by the recipients email service provider, or due to a recipients' change of address, or due to technology issues by the recipients' service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to Account Holder, and if Account Holder desire physical documents then it agrees to be satisfied by directly and personally printing, at Account Holder's own expense, either the electronically-sent communication(s) or the electronically available communications by logging onto Account Holder's Account at www.primetrust.com and then maintaining such physical records in any manner or form that Account Holder desire. Account Holder's Consent is Hereby Given: By signing this Agreement electronically, Account Holder explicitly agrees to this Agreement and to receive documents electronically, including a copy of this signed Agreement as well as ongoing disclosures, communications and notices.

15. ASSIGNMENT:

No party may transfer or assign its rights and obligations under this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, without the consent of the other parties, any party may transfer or assign its rights and obligations hereunder in whole or in part (a) pursuant to any merger, consolidation or otherwise by operation of law, and (b) to the successors and assigns of all or substantially all of the assets of such assigning party, provided such entity shall be bound by the terms hereof. This Agreement will be binding upon and will inure to the benefit of the proper successors and assigns.

16. BINDING ARBITRATION, APPLICABLE LAW AND VENUE, ATTORNEYS FEES:

This Agreement is governed by and will be interpreted and enforced in accordance with the laws of the State of Nevada without regard to principles of conflict of laws. Any claim or dispute arising under this Agreement may only be brought in arbitration, with venue in Clark County, Nevada, pursuant to the rules of the American Arbitration Association. Account Holder and Prime Trust each consent to this method of dispute resolution, as well as jurisdiction, and consent to this being a convenient forum for any such claim or dispute and waives any right it may have to object to either the method or jurisdiction for such claim or dispute. In the event of any dispute among the parties, the prevailing party shall be entitled to recover damages plus reasonable costs and attorney's fees and the decision of the arbitrator shall be final, binding and enforceable in any court.

17. COUNTERPARTS, FACSIMILE, EMAIL, SIGNATURES:

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument, binding on each signatory

thereto. This Agreement may be executed by signatures, electronically or otherwise, delivered by facsimile or email, and a copy hereof that is properly executed and delivered by a party will be binding upon that party to the same extent as an original executed version hereof.

18. FORCE MAJEURE:

No party will be liable for any default or delay in performance of any of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by fire, flood, earthquake or other acts of God; labor disputes, strikes or lockouts; wars, rebellions or revolutions; riots or civil disorder; accidents or unavoidable casualties; interruptions in transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any person to perform any commitment to such party related to this Agreement; or any other cause, whether similar or dissimilar to those expressly enumerated in this Section, beyond such party's reasonable control.

19. INTERPRETATION:

Each party to this Agreement has been represented by or had adequate time to obtain the advice and input of independent legal counsel with respect to this Agreement and has contributed equally to the drafting of this Agreement. Therefore, this Agreement shall not be construed against either party as the drafting party. All pronouns and any variation thereof will be deemed to refer to the masculine and feminine, and to the singular or plural as the identity of the person or persons may require for proper interpretation of this Agreement. And it is the express will of all parties that this Agreement is written in English and uses the font styles and sizes contained herein.

20. CAPTIONS:

The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

21. ENTIRE AGREEMENT, AMENDMENTS:

This Agreement sets forth the entire understanding of the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement, and may not be modified or amended, except by a written instrument executed after the effective date of this Agreement by the party sought to be charged by the amendment or modification.

22. CAPACITY:

Account Holder hereby represents that the signer(s) of this Agreement are over the age of 18 and have all proper authority to enter into the Agreement. Furthermore, if Account Holder is an entity (e.g. corporation, trust, partnership, etc. and not an individual) then the entity is in good standing in its state, region or country of formation; which Account Holder agrees to produce evidence of such authority and good standing if requested by Custodian. Account Holder agrees to provide Prime Trust with any additional information required to open the Account, including beneficial owners and other customer information. Account Holder represents that the information provided is complete and accurate and shall immediately notify Prime Trust of any changes.

23. SERVICES NOT EXCLUSIVE:

Nothing in this Agreement shall limit or restrict the Custodian from providing services to other parties that are similar or identical to some or all of the services provided hereunder.

24. INVALIDITY:

Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In such case, the parties shall in good faith modify or substitute such provision consistent with the original intent of the parties.

25. SUBSTITUTE IRS FORM W-9

Under penalties of Perjury, Account Holder certifies that: (1) The tax identification number provided to Prime Trust by Account Holder, if Account Holder is a US person, is the correct taxpayer identification number and (2) Account Holder is not subject to backup withholding because**:** (a) Account Holder is exempt from backup withholding, or, (b) Account Holder has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding. Account Holder agrees to immediately inform Prime Trust in writing if it has been, or at any time in the future is notified by the IRS that Account Holder is subject to backup withholding. Account Holders acknowledge that failing to provide accurate information may result in civil penalties.

Agreed as of _____day of _____, 2021 by and between:

ACCOUNT NAME:

SIGNATURE:
TITLE, if any:

PRIME TRUST, LLC

By:_____
Name: Scott Purcell
Title: Chief Trust Officer

Exhibit C

Voting Agreement

NATURETRAK, INC.

VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement"), is entered into as of the 22nd day of March, 2021, by and among NatureTrak, Inc., a California corporation (the "Company"), and the individuals and entities listed on Schedule A attached to this Agreement and who execute a counterpart signature page to this Agreement (individually, a "Shareholder" and collectively, the "Shareholders"). The Company and the Shareholders are referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, certain of the Shareholders are purchasing shares of Series Seed 2 Preferred Stock of the Company (as defined in the Purchase Agreement) (the "Series Seed 2 Preferred Stock") pursuant to that certain Series Seed 2 Preferred Stock Purchase Agreement dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, the Company and the Shareholders desire to enter into this Agreement to provide for, among other things, the designation and election of members of the Board of Directors of the Company (the "Board of Directors").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises contained herein, and for due consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Election of Directors. The Shareholders agree to Vote their Shares (as defined in Section 12 hereof) at any meeting of shareholders for the purpose of election of directors, or to sign or cause to be signed written consents in lieu thereof, to ensure that the size of the Company's Board of Directors shall be set and remain at five (5) directors and to provide for the election to the Company's Board of Directors, as follows:

(a) One (1) individual nominated by the holders of the Company's Series Seed 2 Preferred Stock, as set forth in Section 2 hereof;

(b) One (1) individual nominated by the holders of the Company's Series Seed Preferred Stock, as set forth in Section 2 hereof;

(c) Two (2) individuals nominated by the holders of the Company's common stock (the "Common Stock") as set forth in Section 3; and

(d) One individual nominated by the holders of the Company's Common Stock (the "Common Shareholders") and Preferred Stock as set forth in Section 4.

For the purposes of this Agreement, the term "Vote" shall include any exercise of voting rights whether at an annual or special meeting of shareholders of the Company or by written consent or in any other manner permitted by applicable law.

2. Election of the Preferred Directors. During the term of this Agreement, the holders of the Company's Preferred Stock (the "Preferred Shareholders") agree to Vote all of their respective shares of Preferred Stock (as defined below) in the following manner:

(a) At all shareholder meetings or in any written consent to elect the Series Seed 2 Preferred Director (as defined in the Company's Amended and Restated Certificate of Incorporation (the "Restated Certificate"), each Preferred Shareholder holding shares of Series Seed 2 Preferred Stock of the Company shall Vote all of such shares of Series Seed 2 Preferred Stock held by such Preferred Shareholder in favor of one person nominated by Lord Marketing and Consulting, LLC (the "Seed 2 Lead" and such nominee, the "Seed 2 Lead Nominee").

(b) At all shareholder meetings or in any written consent to elect the Series Seed Preferred Director (as defined in the Restated Certificate), each Preferred Shareholder holding shares of Series Seed Preferred Stock of the Company shall Vote all of such shares of Series Seed Preferred Stock held by such Preferred Shareholder in favor of one person nominated by Kenneth Tallo (the "Seed Lead" and such nominee, the "Seed Lead Nominee").

(c) In connection with any Vote or written consent to remove either the Series Seed 2 Preferred Director or the Series Seed Preferred Director from the Board of Directors, either with or without cause, each Preferred Shareholder shall Vote all shares of Preferred Stock held by such Preferred Shareholder as directed by Seed 2 Lead with respect to the Seed 2 Lead Nominee and as directed by Seed Lead with respect to the Seed Lead Nominee.

(d) In the case of a vacancy in the office of either the Series Seed 2 Preferred Director or the Series Seed Preferred Director, whether by removal, resignation or otherwise, each Preferred Shareholder entitled to elect such director shall Vote all shares of Series Seed 2 Preferred Stock and/or Series Seed Preferred Stock, as applicable, held by such Preferred Shareholder (i) in the case of a vacancy in the office of the Seed 2 Lead Nominee, for a successor to hold such office for the unexpired term as nominated by Seed 2 Lead, and (ii) in the case of a vacancy in the office of the Seed Lead Nominee, for a successor to hold such office for the unexpired term as nominated by Seed Lead.

(e) In the event that any director is elected to the Board of Directors as the result of the filling of a vacancy by members of the Board of Directors, then at any time thereafter, upon the written request of shareholders entitled to designate such director pursuant to this Section 2, the Company shall use its best efforts to cause, as promptly as is possible and in compliance with the Restated Certificate as the same may be amended from time to time and Bylaws, either a meeting of shareholders to be held or a written consent of shareholders to be circulated, in each case submitting to the Vote or written consent of shareholders, respectively, the proposed removal of such director and/or election of a substitute director in lieu thereof in accordance with this Agreement.

(f) Seed 2 Lead and the Preferred Shareholders holding shares of Series Seed 2 Preferred Stock agree and acknowledge that as of the date of this Agreement the initial Seed 2 Lead Nominee shall be Paul Bush.

(g) Seed Lead and the Preferred Shareholders holding shares of Series Seed Preferred Stock agree and acknowledge that as of the date of this Agreement the initial Seed Lead Nominee shall be Kenneth Tallo.

3. Election of Common Directors. During the term of this Agreement, the holders of the Company's Common Stock (the "Common Shareholders") agree to Vote all of their respective shares of Common Stock in the following manner:

(a) At all shareholder meetings or in any written consent to elect the Common Director (as defined in the Restated Certificate), each Common Shareholder shall Vote all shares of Common Stock held by such Common Shareholder in favor of two nominees selected by the holders of a majority of the shares of Common Stock then outstanding (each a "Common Nominee").

(b) In connection with any Vote or written consent to remove any Common Director, each Common Shareholder shall Vote all shares of Common Stock held by such Common Shareholder as directed by the holders of a majority of the shares of Common Stock then outstanding.

(c) In the case of any vacancy in the office of the Common Directors, whether by removal, resignation or otherwise, such vacancy shall be filled in accordance with Section 3(a) above.

(d) The Common Shareholders agree that as of the date of this Agreement the initial Common Nominees shall be Jontae James and Dan Fowkes.

4. Election of Joint Director. During the term of this Agreement, the Shareholders agree to Vote all of their respective shares of Common Stock and Preferred Stock in the following manner:

(a) At all shareholder meetings or in any written consent to elect the Joint Director (as defined in the Restated Certificate), each Shareholder shall Vote all shares of Common Stock and Preferred Stock held by such Shareholder in favor of one person with fintech or banking industry experience and who are unaffiliated with the Company or any Shareholder and who are mutually acceptable to the Common Nominee and the Seed 2 Nominee.

(b) In connection with any Vote or written consent to remove the Joint Director, each Shareholder shall Vote all shares of Common Stock and Preferred Stock held by such Shareholder in accordance with the provisions of this Section 4. Each Shareholder agrees to Vote against the removal of the Joint Director unless so directed by the Common Nominee and the Seed 2 Lead Nominee.

(c) In the case of any vacancy in the office of a Joint Director, whether by removal, resignation or otherwise, such vacancy shall be filled in accordance with this Section 4.

5. Covenants of the Company. The Company agrees to use its best efforts to ensure that the rights granted hereunder are effective and the parties hereto enjoy the benefits thereof. Such actions include, without limitation, the use of the Company's best efforts to cause the nomination, election or removal of any director, or the filling of any vacancy in the office of a director, as provided herein, which shall include soliciting the Vote of the appropriate Shareholders upon the request of the group or entity entitled to nominate, elect or remove a director, or fill such vacancy, as provided herein. The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all of the provisions of this Agreement and in the taking of all such action as may be necessary, appropriate or reasonably requested by any party hereto in order to protect the rights of the parties hereunder against impairment.

6. No Liability for Election of Recommended Directors. None of the Company, the Shareholders, nor any officer, director, shareholder, partner, employee or agent of such party, if any, makes any representation or warranty as to the fitness or competence of the nominee of any party hereunder to serve on the Board of Directors by virtue of such party's execution of this Agreement or by the act of such party in voting for such nominee pursuant to this Agreement.

7. Board Indemnification. The Company shall indemnify each Director to the fullest extent permitted by law and shall enter into a separate, customary indemnification agreement with each Director.

8. Vote to Increase Authorized Common Stock. Each Shareholder agrees to vote or cause to be voted all shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to increase the number of authorized shares of Common Stock from time to time to ensure that there will be sufficient shares of Common Stock available for conversion of all of the shares of Preferred Stock outstanding at any given time.

9. Legend on Certificates. Each certificate representing shares held by the Shareholders, and any assignees or transferees thereof, shall bear, in addition to any other legend required by law or by agreements to which the Company is a party, the following legend:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A VOTING AGREEMENT WHICH HAS BEEN DEPOSITED WITH THE COMPANY AT ITS PRINCIPAL OFFICE. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE SECRETARY OF THE COMPANY.

10. Irrevocable Proxy. To secure each Shareholder's obligations to Vote his, her or its Shares in accordance with this Agreement, (a) each Shareholder hereby appoints the Chairman of the Board of Directors and the Chief Executive Officer of the Company, or either of them from time to time, or their designees, as such Shareholder's true and lawful proxy and attorney, with the power to act alone and with full power of substitution, to Vote all of such Shareholder's Shares in favor of the matters set forth in this Agreement and to execute all appropriate instruments consistent with this Agreement on behalf of such Shareholder if, and

only if, such Shareholder fails to Vote all of such Shareholder's Shares or execute such other instruments in accordance with the provisions of this Agreement within five (5) days of the Company's or any other party's written request for such Shareholder's written consent or signature. The proxy and power granted by each Shareholder pursuant to this Section are coupled with an interest and are given to secure the performance of such party's duties under this Agreement. Each such proxy and power will be irrevocable for the term hereof. The proxy and power, so long as any party hereto is an individual, will survive the death, incompetency and disability of such party or any other individual holder of the Shares and, so long as any party hereto is an entity, will survive the merger or reorganization of such party or any other entity holding any Shares.

11. Specific Enforcement. It is agreed and understood that monetary damages would not adequately compensate an injured Party for the breach of this Agreement by any Party, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each Party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

12. Manner of Voting. The voting of Shares (as defined below) pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law.

13. Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term hereof may be waived by the Company and (a) Shareholders holding a majority of the outstanding shares of Preferred Stock; and (b) Shareholders holding a majority of the outstanding shares of Common Stock; and (c) in the case of any amendment or waiver that adversely affects the rights and obligations of any Shareholder in a manner different than other Shareholders, by such Shareholder; (d) in the case of any amendment or waiver regarding the rights of Seed 2 Lead with respect to the nomination, election or removal of the Seed 2 Lead Nominee, by Seed 2 Lead; and (e) in the case of any amendment or waiver regarding the rights of Seed Lead with respect to the nomination, election or removal of the Seed Lead Nominee, by Seed Lead, except that the consent of the Seed Lead shall not be required with respect to any amendment of this Agreement in connection with a preferred stock equity or debt financing yielding aggregate gross proceeds to the Company of at least $1,000,000. Any amendment or waiver so effected shall be binding upon all Shareholders and any assignee or transferee thereof. Notwithstanding anything to the contrary contained herein, if the Company shall issue additional Series Seed 2 Preferred Stock pursuant to the Purchase Agreement, any purchaser of such Series Seed 2 Preferred Stock shall become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and shall be deemed a "Shareholder", a "Preferred Shareholder" and a party hereunder.

14. Stock Split, Stock Dividends, etc. In the event of any stock split, stock dividend, recapitalization, reorganization or combination, any securities issued to the Shareholders with respect to or in replacement of the Shares shall be subject to this Agreement and shall be deemed included in the meaning of "Shares" hereunder. The term "Shares" shall mean and include all

shares of capital stock of the Company held directly or indirectly, beneficially or of record by a Shareholder, whether currently held or hereafter acquired.

15. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. All disputes and controversies arising out of or in connection with this Agreement shall be resolved exclusively by the state or federal courts located in the State of California, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Assignees and Transferees. This Agreement and the rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon, their respective successors and assigns and legal representatives, but shall not otherwise be for the benefit of any third party. The Shareholders hereby agree, and any transferee or assignee of any Shares of the Company that are owned by the Shareholders is hereby on notice that, any transfer or assignment of such securities of the Company is conditioned upon such transferee's or assignee's execution and delivery of this Agreement prior to such transfer or assignment for the purpose of becoming a Party to this Agreement. Any transfer or assignment of any of such voting securities of the Company in violation of this Section 18 shall be void and be of no force or effect.

19. Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing (a) if to the Shareholders, as indicated on each Shareholder's signature page hereto, or at such other address as such Shareholders shall have furnished to the Company in writing ten (10) days prior to any notice to be given hereunder, or (b) if to the Company, as indicated on the Company's signature page hereto, or at such other address as the Company shall furnish to each Shareholder in writing ten (10) days prior to any notice to be given hereunder. All such notices and other written communications shall be deemed effectively given upon personal delivery to the party to be notified (or upon the date of attempted delivery where delivery is refused) or, if sent by telecopier or other facsimile means, upon receipt of appropriate written confirmation of receipt, or five (5) days after deposit with the United States Postal Service, by registered or certified mail, or one (1) day after deposit with next day air courier, with postage and fees prepaid and addressed to the party entitled to such notice.

20. Termination. This Agreement shall terminate and be of no further force or effect upon the earlier of (i) the closing of the first firm commitment underwritten offering of the Company's securities to the public pursuant to an effective registration statement under the Securities Act of 1933, as amended, at a price of at least one and one-half times (1.5x) the Series

Seed 2 B Preferred Stock Original Issuance Price (as such term is defined in the Amended and Restated Articles of Incorporation, and subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock) or (ii) a Deemed Liquidation Event (as currently defined in the Company's Amended and Restated Articles of Incorporation).

21. Ownership. Each Shareholder holding Common Stock as of the date hereof represents and warrants to the Shareholders and the Company that (a) such Shareholder now owns the shares of Common Stock listed on Schedule A hereto, free and clear of liens or encumbrances, and has not, prior to or on the date of this Agreement, executed or delivered any proxy or entered into any other voting agreement or similar arrangement other than one which has expired or terminated prior to the date hereof, and (b) such Shareholder has full power and capacity to execute, deliver and perform this Agreement, which has been duly executed and delivered by, and evidences the valid and binding obligation of, such Shareholder enforceable in accordance with its terms.

22. Execution by the Company. The Company, by its execution in the space provided below, agrees that it will cause any certificates issued after the date hereof evidencing the Shares to bear the legend required by Section 7 hereof, and it shall supply, free of charge, a copy of this Agreement to any holder of a certificate evidencing shares of capital stock of the Company upon written request from such holder to the Company at its principal office. The Parties hereby agree that the failure to cause the certificates evidencing the Shares to bear the legend required by Section 7 hereof and/or failure of the Company to supply, free of charge, a copy of this Agreement as provided under this Section 20 shall not affect the validity or enforceability of this Agreement.

23. Other Matters. This Agreement shall not affect the rights of the Shareholders with respect to voting on any matters on which shareholders of the Company are entitled to Vote, whether granted by law or by the Amended and Restated Articles of Incorporation, except as described herein.

24. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement or to protect the rights obtained hereunder, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which it may be entitled.

25. Entire Agreement. This Agreement contains the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

26. Electronic Transmission of Signatures. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile, pdf file or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute

and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

27. Not a Voting Trust. This Agreement is not a voting trust governed by the California General Corporation Law and should not be interpreted as such.

28. Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Voting Agreement effective as of the date first written above.

COMPANY:

NATURETRAK, INC.

/s/Jontae James_____3/24/21
Jontae James, President

Address for Notices:

2010-A Harbison Drive STE 507
_____

Vacaville, CA 95687
_____

_____

COMMON STOCK HOLDERS:

Bluntli, LLC

Goodees Inc.

Address for Notices:

118 Encinosa Ave
Vacaville, CA 95688

(Signature pages of Investors follow)

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

INVESTORS:

INDIVIDUAL INVESTOR:

Name: _____
(print name)

By: _____
(signature)

_____
(print name of spouse or other joint purchaser, if any)

_____
(signature of spouse or other joint purchaser, if any)

Date: _____

Address for Notices:

_____

_____

_____

Facsimile: (_____)_____-_____

Email: _____

PARTNERSHIP, CORPORATION, TRUST, LIMITED LIABILITY COMPANY, CUSTODIAL ACCOUNT, OR OTHER INVESTOR:

Name:
_____
(print name of entity)

By:_____
(signature)
(signature)

_____
(print name, title)

Date: _____

Address for Notices:

_____

_____

_____

Facsimile: (_____)_____-_____

Email:
_____

SCHEDULE A

LIST OF COMMON SHAREHOLDERS

LIST OF PREFERRED SHAREHOLDERS

Exhibit D

Investor Rights Agreement

NATURETRAK, INC.

INVESTOR RIGHTS AGREEMENT

This INVESTOR RIGHTS AGREEMENT (the "Agreement") is entered into as of the 22nd day of March 2021, by and between NatureTrak, Inc., a California corporation (the "Company"), and each of the persons listed on Schedule A hereto (each, an "Investor" and collectively, the "Investors").

RECITALS

A. The Company is selling to the Investors shares of Series Seed 2 Preferred Stock (as defined in the Purchase Agreement) ("Preferred Shares") pursuant to a Series Seed 2 Preferred Stock Purchase Agreement dated as of the date hereof (the "Purchase Agreement").

B. By this Agreement, the Company and the Investors desire to provide for certain information, right of first offer and other rights as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

1.1 "Common Stock" shall mean the shares of the voting common stock of the Company.

1.2 "Conversion Shares" means (i) the Common Stock issued or issuable upon conversion of the Preferred Shares and (ii) stock issued with respect to, in exchange for, or in replacement of, the stock referred to in (i) as a result of a stock split, stock dividend, recapitalization or the like, which has not been sold to the public.

1.3 "Holder" shall mean any stockholder of the Company holding Preferred Shares or Conversion Shares.

1.4 "Major Investor" shall mean any Holder then owning at least 409,836 Conversion Shares (as adjusted for stock splits, stock dividends, recapitalization and the like).

1.5 "Securities Act" shall mean the Securities Act of 1933, as amended, or any similar federal statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

2. Information Rights and Other Covenants.

2.1 Financial Information.

(a) Quarterly Financial Statements. The Company shall deliver to the Investors as soon as practicable after the end of each fiscal quarter of the Company, but in any event within fifty (50) days thereafter, unaudited statements of operations, stockholders' equity and cash flows of the Company for such quarter, and a balance sheet of the Company as of the end of such quarter, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP) and fairly present the financial condition of the Company and its results of operation for the periods specified therein, such quarterly financial reports to be in reasonable detail.

(b) Annual Financial Statements. The Company shall deliver, when required, to the Investors as soon as practicable after the end of each fiscal year of the Company, but in any event within one hundred twenty (120) days thereafter, unaudited statements of operations, stockholders' equity and cash flows of the Company for such year, and a balance sheet of the Company as of the end of such year, all prepared in accordance with GAAP and fairly present the financial condition of the Company and its results of operation for the periods specified therein, such year-end financial reports to be in reasonable detail, and a comparison between (x) the actual amounts as of and for such fiscal year and (y) the comparable amounts for the prior year and as included in the Annual Budget (as defined below) for such year, with an explanation of any material differences between such amounts and a schedule as to the sources and applications of funds for such year.

(c) Annual Budget and Business Plan. The Company shall deliver to the Investors at least sixty (60) days prior to the end of each fiscal year of the Company, a proposed budget and business plan of the Company for the following fiscal year (collectively, the "Annual Budget"), approved by the Board of Directors (including the Seed 2 Lead Nominee) and prepared on a monthly basis, including balance sheets, income statements, and statements of cash flow for such months and, promptly after prepared, any other budgets or revised budgets prepared by the Company.

(d) As soon as practicable, but in any event within thirty (30) days after the end of the second and fourth quarter of each fiscal year of the Company, a statement showing the number of shares of each class and series of capital stock and securities convertible into or exercisable for shares of capital stock outstanding at the end of the period, the Common Stock issuable upon conversion or exercise of any outstanding securities convertible or exercisable for Common Stock and the exchange ratio or exercise price applicable thereto, and the number of shares of issued stock options and stock options not yet issued but reserved for issuance, if any, all in sufficient detail as to permit the Major Investors to calculate their respective percentage equity ownership in the Company, and certified by the chief financial officer or chief executive officer of the Company as being true, complete, and correct.

(e) If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

2.2 Other Information; Confidentiality. The Company shall deliver to each Investor such other information reasonably requested by such Investor and a copy of any other reports or correspondence provided to all of the holders of Common Stock (in their capacities as stockholders) at the same time as such reports or correspondence is provided to the holders of Common Stock, *provided* that such Investor agrees to use the same degree of care as such Investor uses to protect its own confidential information, and in no event less than a reasonable degree of care, to keep confidential any information furnished to such Investor that the Company identifies as being confidential or proprietary (so long as such information is not in the public domain).

2.3 Termination of Information Rights. The information rights granted under this Section 2 shall expire upon the earlier of (i) the closing of the first firm commitment underwritten offering of the Company's securities to the public pursuant to an effective registration statement under the Securities Act at a price no less than one and one-half times (1.5x) the Original Issue Price (as currently defined in the Company's Amended and Restated Articles of Incorporation) of the Series Seed 2A Preferred Stock or (ii) a Deemed Liquidation Event (as currently defined in the Company's Amended and Restated Articles of Incorporation).

2.4 Standoff Agreement. Each Holder agrees in connection with the registration of the initial public offering of the Company's securities that, upon request of the Company or the underwriters managing such initial public offering of the Company's securities, not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any shares of the Company (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed one hundred eighty (180) days from the effective date of the registration statement for the Company's initial public offering, but subject to certain extensions as the underwriters or the Company shall request in order to facilitate compliance with FINRA Rule 2241 or any successor or similar rule or regulation) as may be requested by the Company or such underwriters; *provided* that all officers and directors of the Company and holders of at least one percent (1%) of the Company's voting securities are bound by and have entered into similar agreements.

3 Right of First Offer. The Company hereby grants to each Major Investor the right of first offer to purchase such Major Investor's pro rata share of New Securities (as defined in Section 3.1 below) which the Company may, from time to time, propose to sell and issue. Each Major Investor's pro rata share, for purposes of this right of first offer, is the ratio of the number of Conversion Shares owned by such Major Investor immediately prior to the issuance of New Securities, to the total number of shares of Common Stock outstanding immediately prior to the issuance of New Securities, assuming full conversion of the Preferred Stock and exercise of all outstanding rights, options and warrants to acquire Common Stock, but excluding any unvested portion of such outstanding rights, options and warrants. This right of first offer shall be subject to the following provisions:

3.1 "New Securities" shall mean any capital stock (including voting common stock and non-voting common stock and/or Preferred Stock) of the Company whether now authorized or not, and rights, options or warrants to purchase such capital stock, and securities of any type (including convertible notes) whatsoever that are, or may become, convertible into capital stock; *provided* that the term "New Securities" does not include securities issued (i) to employees, directors, consultants or advisors under stock option, stock bonus or stock purchase plans or agreements or similar plans or agreements approved by the Board of Directors, including the Seed 2 Lead Nominee, (ii) in connection with, mergers, acquisitions, strategic partnering agreements or similar transactions approved by the Board of Directors, including the Seed 2 Lead Nominee, (iii) to lenders in a debt financing or to financial institutions or lessors in connection with commercial credit and equipment financing arrangements approved by the Board of Directors, including the Seed 2 Lead Nominee, (iv) in connection with stock splits, stock dividends, recapitalizations or the like, (v) in any transaction the Board of Directors, including the Seed 2 Lead Nominee, determines is not primarily for financing purposes, (vi) pursuant to a registration statement filed under the Securities Act, (vii) pursuant to a transaction in which the right of first offer has been expressly waived by holders of at least a majority of the Series Seed 2 Preferred Stock, (viii) in a Closing pursuant to the Purchase Agreement (as such term is defined therein), (ix) upon the conversion of Series Seed or Series Seed 2 Preferred Stock, (x) pursuant to any rights or agreements, options, warrants or convertible securities outstanding as of the date hereof, and (xi) upon exercise of any warrants or options or conversion of any debt issued pursuant to any of the foregoing.

3.2 Notice. In the event the Company proposes to undertake an issuance of New Securities, it shall give each Major Investors written notice of its intention, describing the type of New Securities, and their price and the general terms upon which the Company proposes to issue the same (the "Company Notice"). Each Major Investor shall have ten (10) business days after any such notice is delivered to agree to purchase such Major Investor's pro rata share of such New Securities for the price and upon the terms specified in the Company Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased (the "Investor Notice").

3.3 Sale of New Securities. In the event all the Major Investors do not agree to exercise fully the right of first offer within the ten (10) day period set forth in Section 3.1, or fails to consummate the exercise of the right of first offer within twenty (20) business days after delivering the Investor Notice to the Company, the Company shall have ninety (90) days after the expiration of such ten (10) or twenty (20) day period, as applicable, to sell or enter into an agreement (pursuant to which the sale of New Securities covered thereby shall be closed, if at all, within ninety (90) days from the date of such agreement) to sell the New Securities for which such Major Investor's right of first offer option set forth in this Section 3 was not exercised, at a price and upon terms no more favorable to the purchasers thereof than specified in the Company's notice to the Major Investors pursuant to Section 3.1. In the event the Company has not sold within such ninety (90) day period or entered into an agreement to sell the New Securities in accordance with the foregoing within ninety (90) days from the date of such agreement, the Company shall not thereafter issue or sell any New Securities, without first again offering such securities to the Major Investor in the manner provided in this Section 3.

3.4 Transfer; Termination of Right of First Offer. The right of first offer set forth in this Section 3 may not be assigned or transferred. The right of first offer granted under this Section 3 shall expire upon the earlier of (i) the closing of the first firm commitment underwritten offering of the Company's securities to the public pursuant to an effective registration statement under the Securities Act or (ii) a Deemed Liquidation Event (as currently defined in the Company's Amended and Restated Articles of Incorporation).

4 Other Covenants.

4.1 Board Approval Matters. The following actions of the Company and, where applicable, its subsidiaries are subject to the approval of a majority vote of the Board of Directors, including the Seed 2 Lead Nominee (as defined in the Voting Agreement, between the Company, the Investors and certain other shareholders of the Company, dated as of even date herewith), so long as such director seat is not vacant:

(a) incurring any financial debt in excess of $25,000, individually or in the aggregate;

(b) make, or permit any subsidiary to make, any loan or advance to, or own any stock or other securities of, any subsidiary or other corporation, partnership, or other entity unless it is wholly owned by the Company;

(c) make, or permit any subsidiary to make, any loan or advance to any person, including, without limitation, any employee or director of the Company or any subsidiary, except advances and similar expenditures in the ordinary course of business or under the terms of an employee stock or option plan approved by the Board of Directors;

(d) guarantee, directly or indirectly, or permit any subsidiary to guarantee, directly or indirectly, any indebtedness except for trade accounts of the Company or any subsidiary arising in the ordinary course of business;

(e) change the principal business of the Company, enter new lines of business, or exit the current line of business;

(f) sell, assign, license, pledge, or encumber material technology or intellectual property, other than licenses granted in the ordinary course of business;

(g) enter into any corporate strategic relationship involving the payment (not including amounts for the payment of software, equipment or services in the ordinary course of business), contribution, or assignment by the Company or to the Company of money or assets in excess of $25,000;

(h) entering into any commitments for capital investments not contemplated by the Annual Budget referenced in Section 2.1(c) above, in excess of $25,000 individually or in the aggregate in any fiscal year;

(i) approving or amending the Annual Budget referenced in Section 2.1(c);

(j) hire, terminate, promote, set or change the compensation of, establish bonus or other incentive programs for, make bonus or incentive payments to any officer of the Company, or make any option grants or stock awards to any employees, officers, directors or advisors or consultants; or

(k) any change to the number of shares reserved for issuance under the Company's 2020 Stock Incentive Plan.

4.2 Indemnification Insurance. The Company shall maintain directors and officers liability insurance with a policy limit and terms appropriate for a company of its size and industry.

4.3 Employee Agreements. The Company will cause each person now or hereafter employed by it or by any subsidiary (or engaged by the Company or any subsidiary as a consultant/independent contractor) with access to confidential information and/or trade secrets to enter into a nondisclosure and proprietary rights assignment agreement in form and substance reasonably acceptable to the holders of a majority of the Conversion Shares held by Investors and to enter into noncompetition and nonsolicitation agreements to the extent enforceable. In addition, the Company shall not amend, modify, terminate, waive, or otherwise alter, in whole or in part, any of the above-referenced agreements between the Company and any employee, without the consent of the Seed 2 Lead Nominee.

4.4 Employee Stock. Unless otherwise approved by the Board of Directors (or a designated committee thereof) including the Seed 2 Lead Nominee, all employees, advisors and consultants of the Company who purchase, receive options to purchase, or receive awards of shares of the Company's capital stock after the date hereof shall be required to execute restricted stock or option agreements, as applicable, providing for (i) vesting of shares over a four (4) year period, with the first twenty-five percent (25%) of such shares vesting following twelve (12) months of continued employment or service, and the remaining shares vesting in equal monthly installments over the following thirty-six (36) months, and (ii) a market stand-off provision. In addition, unless otherwise approved by the Board of Directors, including the Seed 2 Lead Nominee, the Company shall retain a "right of first refusal" on employee transfers until the Company's IPO and shall have the right to repurchase unvested shares at cost upon termination of employment of a holder of restricted stock.

5 Miscellaneous.

5.1 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof.

5.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California.

5.3 Successors and Assigns. Subject to the terms and conditions hereof, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

5.4 Amendments and Waivers. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the holders of a majority of the then-outstanding Conversion Shares, *provided, however*, that no such modification, amendment or waiver shall reduce the aforesaid percentage of Conversion Shares without the consent of all Holders. Any such amendment, waiver, discharge or termination effected in accordance with this Section 5.4 shall be binding upon each Holder (including any future Holder), *provided* that if any amendment, waiver, discharge or termination operates in a manner that treats any Holder different from other Holders, the consent of such Holder shall also be required for such amendment, waiver, discharge or termination. Upon the effectuation of each such amendment, waiver, discharge or termination, the Company shall promptly give written notice thereof to the Holders who have not previously consented thereto in writing. Notwithstanding anything to the contrary contained herein, if the Company shall issue additional Series Seed 2 Preferred Stock pursuant to the Purchase Agreement, any purchaser of such Series Seed 2 Preferred Stock shall become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and shall be deemed an "Investor" and a party hereunder.

5.5 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing (a) if to the Investors, as indicated on each Investor's signature page hereto, or at such other address as such Investors shall have furnished to the Company in writing ten (10) days prior to any notice to be given hereunder, or (b) if to the Company, as indicated on the Company's signature page hereto, or at such other address as the Company shall furnish to each Investor in writing ten (10) days prior to any notice to be given hereunder. All such notices and other written communications shall be deemed effectively given upon personal delivery to the party to be notified (or upon the date of attempted delivery where delivery is refused) or, if sent by telecopier or other facsimile means, upon receipt of appropriate written confirmation of receipt, or five (5) days after deposit with the United States Postal Service, by registered or certified mail, or one (1) day after deposit with next day air courier, with postage and fees prepaid and addressed to the party entitled to such notice.

5.6 Delays or Omissions. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any Holder, upon any breach or default of the Company under this Agreement, shall impair any such right, power or remedy of such holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Holder of any breach or default under this Agreement, or any waiver on the part of any Holder of any provisions or conditions of this agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any holder, shall be cumulative and not alternative.

5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

5.8 Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable the remainder of this Agreement and application of such provision to persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto, the parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

5.9 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not considered in construing or interpreting this Agreement.

5.10 Electronic Transmission of Signatures. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile, pdf file or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

[Remainder of this page intentionally left blank – signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Investor Rights Agreement as of the date first above written.

COMPANY:

NATURETRAK, INC.

By: /s/ Jontae James 3/24/2021
Jontae James, President

Address for Notices:

2010-A Harbison Drive STE 507
Vacaville, CA 95687

(Signature pages of Investors follow)

IN WITNESS WHEREOF, the parties have executed this Investor Rights Agreement as of the date first above written.

INVESTORS:

INDIVIDUAL INVESTOR:

Name: _____
(print name)

By: _____
(signature)

_____
(print name of spouse or other joint purchaser, if any)

_____
(signature of spouse or other joint purchaser, if any)

Date: _____

Address for Notices:

_____

_____

_____

Facsimile: (_____)_____-_____

Email: _____

PARTNERSHIP, CORPORATION, TRUST, LIMITED LIABILITY COMPANY, CUSTODIAL ACCOUNT, OR OTHER INVESTOR:

Name: _____
(print name of entity)

By:_____
(signature)

(signature)

_____
(print name, title)

Date: _____

Address for Notices:

_____

_____

_____

Facsimile: (_____)_____-_____

Email: _____

SCHEDULE A

LIST OF INVESTORS

Exhibit E

Stock Purchase Agreement

NATURETRAK, INC.

SERIES SEED 2 PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES SEED 2 PREFERRED STOCK PURCHASE AGREEMENT (this "Agreement") is entered into as of the 22nd day of March, 2021, by and between NatureTrak, Inc., a California corporation (the "Company"), and each of the persons listed on Schedule A hereto, each of which is herein referred to as an "Investor" and collectively the "Investors."

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purchase and Sale of Preferred Stock.

1.1 Sale and Issuance of Series Seed 2 Preferred Stock.

(a) The Company shall adopt and file with the Secretary of State of California on or before the Initial Closing (as defined below) an Amended and Restated Articles of Incorporation in the form attached hereto as Exhibit A (the "Restated Articles").

(b) Subject to the terms and conditions of this Agreement, each Investor agrees to purchase at the Closing (as defined below) and the Company agrees to sell and issue to each Investor at the Closing that number of shares of the Company's Series Seed 2 Preferred Stock (as defined below) set forth opposite each Investor's name on Schedule A hereto, at a purchase price of $1.22 per share in the case of the Series Seed 2A Preferred Stock, and at a purchase price of $0.7317 per share in the case of the Series Seed 2B Preferred Stock (the Series Seed 2A Preferred Stock and the Series Seed 2B Preferred Stock are collectively the "Series Seed 2 Preferred Stock"). The total number of shares of the Company's Series Seed 2A Preferred Stock that may be purchased under this Agreement is 2,049,181 shares, and the total number of shares of the Company's Series Seed 2B Preferred Stock that may be purchased under this Agreement is 683,338 (collectively, the foregoing shares of Series Seed 2 Preferred Stock are the "Shares").

1.2 Conversion of SAFEs.

(a) Subject to the terms and conditions of this Agreement, at the Closing, each Simple Agreement for Future Equity ("SAFE") set forth on Exhibit A hereto will be exchanged for that number and series of Shares set forth opposite such holder's name on Schedule A. Each holder of a SAFE (the "SAFE Holders") hereby agrees that such SAFE Holder has knowingly and voluntarily entered into this Agreement and agreed to the exchange of the SAFEs as provided herein based on such SAFE Holder's independent consultation with his, her or its advisors.

(b) Each SAFE Holder hereby waives any and all demands, claims, suites, actions, causes of action, proceedings, and rights in respect of each of his, her or its SAFE, including without limitation, any rights arising from any past or present default or event of default under the SAFEs. Each SAFE Holder hereby represents and warrants to the Company that it is the sole owner of all right, title and interest in and to the SAFEs described as held by

such SAFE Holder on Exhibit A. Each SAFE Holder further represents and warrants to the Company that upon the Company's and such SAFE Holder's execution and delivery of this Agreement, all obligations set forth in such SAFEs shall be immediately deemed satisfied in full and the SAFEs shall be terminated in their entirety.

1.3 Closings.

(a) Initial Closing. The initial purchase and sale of the Shares shall take place on March 22, 2021 via the exchange of electronic signatures, or such other date and time as the Company and the Investors shall mutually agree (the "Initial Closing").

(b) Subsequent Closing. At any time on or before December 31, 2021, or at such later time as the Company and the Investors purchasing a majority of the Shares sold at the Initial Closing may mutually agree, the Company may sell up to the balance of the Shares authorized for sale pursuant to Section 1.1(b) above and not sold at the Initial Closing to such persons as may be approved by the Company and the holders of a majority of the Shares purchased at the Initial Closing in one or more closings (each such closing and the Initial Closing, a "Closing", and collectively the "Closings").

(c) Closing Deliverables. At each Closing, the Company shall deliver to each Investor participating in such Closing a certificate representing the Shares purchased by such Investor in such Closing in exchange for payment of the purchase price for such Shares by a check payable to the Company, by wire transfer, by the exchange of the SAFEs, or by the cancellation of indebtedness.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to each Investor that as of the Initial Closing, except as set forth on the Disclosure Schedule attached as Exhibit D to this Agreement (the "Disclosure Schedule"), which exceptions shall be deemed to be part of the representations and warranties made hereunder, the statements in the following paragraphs of this Section 2 are all true and correct:

2.1 Organization; Good Standing; Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of California, has all requisite corporate power and authority to own and operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted, to execute and deliver this Agreement to issue and sell the Shares and the voting common stock of the Company issuable upon conversion thereof, and to carry out the provisions of this Agreement, the Investor Rights Agreement, dated as of even date herewith, a copy of which is attached hereto as Exhibit B (the "Rights Agreement"), and the Voting Agreement, dated as of even date herewith, a copy of which is attached hereto as Exhibit C (the "Voting Agreement" and together with the Rights Agreement and this Agreement, the "Transaction Agreements"). The Company is qualified to transact business as a foreign corporation in each jurisdiction in which failure to so qualify would have a material adverse effect on its business or properties.

2.2 Authorization. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement, the performance of all obligations of the Company hereunder at the applicable

Closing and the authorization, issuance (or reservation for issuance), sale and delivery of the Shares being sold hereunder and the Common Stock issuable upon conversion thereof has been taken or will be taken prior to the applicable Closing, and this Agreement constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

2.3 Valid Issuance of Preferred and Common Stock. The Shares that are being purchased by the Investor hereunder, when issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid and nonassessable, and will be free of restrictions on transfer other than restrictions on transfer set forth in the Transaction Agreements and under applicable state and federal securities laws. The voting common stock issuable upon conversion of the Shares has been duly and validly reserved for issuance and, upon issuance in accordance with the terms of the Restated Articles, will be duly and validly issued, fully paid and nonassessable, and will be free of restrictions on transfer other than restrictions on transfer set forth in the Transaction Agreements and under applicable state and federal securities laws.

2.4 Governmental Consents. No consent, approval, qualification, order or authorization of, or filing with, any local, state or federal governmental authority is required on the part of the Company in connection with the Company's valid execution, delivery or performance of this Agreement, the offer, sale or issuance of the Shares or the issuance of the Common Stock upon conversion of the Shares, except (a) the filing of the Restated Articles with the Secretary of State of the State of Delaware, and (b) such filings as have been made prior to the applicable Closing, except for any notices of sale required to be filed with the Securities and Exchange Commission under Regulation D of the Securities Act of 1933, as amended (the "Securities Act"), or such post-closing filings as may be required under applicable state securities laws, which will be timely filed within the applicable periods therefor.

2.5 Capitalization and Voting Rights. The authorized capital stock of the Company, immediately prior to the Initial Closing, consists of:

(a) Preferred Stock. 9,683,338 shares of Preferred Stock (the "Preferred Stock"), 6,000,000 of which have been designated Series Seed Preferred Stock, 4,015,883 of which are issued and outstanding, 3,000,000 of which have been designated Series Seed 2A Preferred Stock, none of which are issued and outstanding and 683,338 of which have been designated Series Seed 2B Preferred Stock, none of which are issued and outstanding. The rights, privileges and preferences of the Preferred Stock are as stated in the Restated Articles.

(b) Common Stock. 16,000,000 shares of voting common stock, of which 6,000,000 shares are issued and outstanding, and 3,690,000 shares of non-voting common stock, of which 603,409 shares are issued and outstanding (collectively, the voting common stock and the non-voting common stock are the "Common Stock").

(c) Outstanding Capital Stock. The outstanding shares of capital stock of the Company are all duly and validly authorized and issued, fully paid and nonassessable, and have

been issued in accordance with the registration or qualification provisions of the Securities Act and any relevant state securities laws or pursuant to valid exemptions therefrom. The Company has reserved 9,000,000 shares of Common Stock for issuance upon conversion of the Preferred Stock. Except for (i) the conversion privileges of the Preferred Stock, (ii) the rights provided in Section 3 of the Rights Agreement, (iii) the SAFEs, (iv) 3,000,000 shares of non-voting common stock reserved for issuance pursuant to the Company's 2020 Stock Incentive Plan (the "Plan") and (v) 650,000 shares of non-voting common stock reserved for issuance pursuant to outstanding warrants, there are not outstanding any options, warrants, rights (including conversion or preemptive rights and rights of first refusal), or agreements for the purchase or acquisition from the Company of any shares of its capital stock. The Company is not a party or subject to any agreement or understanding, and, to the Company's knowledge, there is no agreement or understanding between any persons that affects or relates to the voting or giving of written consents with respect to any security or the voting by a director of the Company.

2.6 Subsidiaries. The Company does not own or control, directly or indirectly, any interest in any other corporation, association or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

2.7 Permits. The Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business as now being conducted by it, the lack of which could materially and adversely affect the business, properties or financial condition of the Company and believes it can obtain, without undue burden or expense, any similar authority for the conduct of its business as planned to be conducted. The Company is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

2.8 Compliance With Other Instruments. The Company is not in violation or default in any respect of any provision of its Restated Articles or bylaws or in any material respect of any provision of any mortgage, agreement, instrument or contract to which it is a party or by which it is bound or, to its knowledge, of any federal or state judgment, order, writ, decree, statute, rule or regulation applicable to the Company. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby and thereby will not result in any such violation or be in material conflict with or constitute, with or without the passage of time or giving of notice, either a material default under any such provision or an event that results in the creation of any material lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations, or any of its assets or properties.

2.9 Litigation. There is no action, suit, proceeding or investigation pending or, to the Company's knowledge, currently threatened (i) against the Company or any officer, director or employee of the Company arising out of their employment or board relationship with the Company or (ii) against the Company that questions the validity of this Agreement or the right of the Company to enter into this Agreement, or to consummate the transactions contemplated hereby, or that might result, either individually or in the aggregate, in any material adverse change or effect in the assets, business, properties, prospects or financial condition of the Company. There is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate. The foregoing includes, without limitation, actions, suits,

proceedings or investigations pending or threatened (or any basis therefor known to the Company) involving the prior employment of any of the Company's employees, their services provided in connection with the Company's business, or any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers.

2.10 Intellectual Property. To the Company's knowledge, the Company owns or possesses sufficient legal rights to all (a) patents, patent applications, patent disclosures and inventions; (b) trademarks, service marks, trade names, trade dress, logos or corporate names and registrations and applications for registration thereof, together with all of the goodwill associated therewith; (c) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registrations thereof; (d) computer software, data, and databases and documentation thereof; (e) trade secrets, other confidential information; and (f) licenses, information and proprietary rights and processes necessary for its business as now conducted and as presently proposed to be conducted without any known conflict with, or infringement of the rights of, others. To the Company's knowledge, no product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or misappropriates or will infringe or misappropriate any intellectual property rights of any other party. The Company has not received any communications alleging that the Company has violated or, by conducting its business as proposed, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity.

2.11 Offering. Subject in part to the truth and accuracy of the Investor representations set forth in this Agreement, the offer, sale and issuance of the Shares as contemplated by this Agreement is exempt from the registration requirements of the Securities Act.

2.12 Brokers. The Company has no contract, arrangement or understanding with any broker, finder or similar agent with respect to the transactions contemplated by this Agreement.

2.13 Taxes. All tax returns required to be filed by the Company have been duly filed on a timely basis and such tax returns are complete and accurate in all material respects. All taxes relating to the Company (including, without limitation, federal, state, local and other income, franchise, employee's income withholding, social security, unemployment, disability, payroll, real property, personal property, sales, use, transfer or other tax, plus interest, penalties or other charges in respect of the foregoing) have been paid, when due, to the appropriate governmental authority, except such taxes being disputed by the Company if good faith, if any.

2.14 Properties. The Company has good, valid and marketable title to, or a valid leasehold interest in, or a valid license to use, all of the tangible property used in the conduct of its business, in each case free and clear of all liens or encumbrances.

2.15 Disclosure. The Company has made available to the Investors all the information reasonably available to the Company that the Investors have requested and has provided all material information to the Investors for deciding whether to acquire the Shares, including certain of the Company's projections describing its proposed business plan (the "Business Plan"). No representation or warranty of the Company contained in this Agreement, and no

certificate furnished or to be furnished to Investors at the Closing contains any untrue statement of a material fact or, to the Company's knowledge, omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made.

2.16 Insurance. The Company has in full force and effect cyber, management, and professional insurance policies with extended coverage, sufficient in amount (subject to reasonable deductions) to allow it to replace any of its properties that might be damaged or destroyed.

2.17 Agreements; Actions.

(a) There are no agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party or by which it is bound that involve (i) obligations (contingent or otherwise) of, or payments to, the Company in excess of $25,000, (ii) the license of or grant of any rights with respect to any intellectual property rights to or from the Company outside of the ordinary course of the Company's business, (iii) the grant of rights to manufacture, produce, assemble, license, market, or sell its products to any other person that limit the Company's exclusive right to develop, manufacture, assemble, distribute, market or sell its products, or (iv) indemnification by the Company with respect to infringements of proprietary rights.

(b) The Company has not (i) declared or paid any dividends, or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred any indebtedness for money borrowed or incurred any other liabilities individually in excess of $10,000 or in excess of $25,000 in the aggregate, (iii) made any loans or advances to any person, other than ordinary advances for travel expenses or (iv) sold, exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the ordinary course of business.

(c) The Company is not a guarantor or indemnitor of any indebtedness of any other person.

(d) The Company has not engaged in the past six (6) months in any discussion that has been reduced to writing with any representative of any person regarding (i) a sale or exclusive license of all or substantially all of the Company's assets, or (ii) any merger, consolidation or other business combination transaction of the Company with or into another person.

2.18 Certain Transactions.

(a) Other than (i) standard employee benefits generally made available to all employees, (ii) standard director and officer employment agreements and indemnification agreements approved by the Board of Directors, and (iii) the purchase of shares of the Company's capital stock and the issuance of options to purchase shares of the Company's Common Stock, in each instance, approved in the written minutes of the Board of Directors, and, there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors, advisors, investors, or employees, or any affiliate thereof.

(b) The Company is not indebted, directly or indirectly, to any of its directors, officers, or employees or to their respective spouses or children or to any affiliate of any of the foregoing, other than in connection with expenses or advances of expenses incurred in the ordinary course of business or employee relocation expenses and for other customary employee benefits made generally available to all employees. None of the Company's directors, officers or employees, or any members of their immediate families, or any affiliate of the foregoing are, directly or indirectly, indebted to the Company or, to the Company's knowledge, have any (i) material commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship with any of the Company's customers, suppliers, service providers, joint venture partners, licensees and competitors, (ii) direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation which competes with the Company except that directors, officers or employees or stockholders of the Company may own stock in (but not exceeding two percent (2%) of the outstanding capital stock of) publicly traded companies that may compete with the Company or (iii) financial interest in any material contract with the Company.

2.19 Rights of Registration and Voting Rights. The Company is not under any obligation to register under the Securities Act any of its currently outstanding securities or any securities issuable upon exercise or conversion of its currently outstanding securities. To the Company's knowledge, except as contemplated in the Voting Agreement, no stockholder of the Company has entered into any agreements with respect to the voting of capital shares of the Company.

2.20 Financial Statements. The Company has made available to each Investor its unaudited financial statements as of January 31, 2021, and its unaudited monthly financial statements (including balance sheet, income statement and statement of cash flows) as of January 31, 2021 (collectively, the "Financial Statements"). The Financial Statements fairly present in all material respects the financial condition and operating results of the Company as of the dates, and for the periods, indicated therein, subject in the case of the unaudited Financial Statements to normal year-end audit adjustments.

2.21 Changes. Since January 31, 2021 there has not been:

(a) any change in the assets, liabilities, financial condition or operating results of the Company from that reflected in the Financial Statements, except changes in the ordinary course of business that have not caused, in the aggregate, a material adverse effect;

(b) any damage, destruction or loss, whether or not covered by insurance, that would have a material adverse effect;

(c) any waiver or compromise by the Company of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Company, except in the ordinary course of business and the satisfaction or discharge of which would not have a material adverse effect;

(e) any material change to a material contract or agreement by which the Company or any of its assets is bound or subject;

(f) any material change in any compensation arrangement or agreement with any employee, officer, director or stockholder;

(g) any resignation or termination of employment of any officer or employee of the Company;

(h) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets;

(i) any loans or guarantees made by the Company to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;

(j) any declaration, setting aside or payment or other distribution in respect of any of the Company's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Company;

(k) any sale, assignment or transfer of any Company intellectual property that could reasonably be expected to result in a material adverse effect;

(l) receipt of notice that there has been a loss of, or material order cancellation by, any major customer of the Company;

(m) any other event or condition of any character, other than events affecting the economy or the Company's industry generally, that could reasonably be expected to result in a material adverse effect; or

(n) any arrangement or commitment by the Company to do any of the things described in this Section 2.21.

2.22 Employee Matters.

(a) As of the date hereof, the Company employs 6 full-time employees and no part-time employees and engages 5 consultants or independent contractors depending on the project. None of the Company's employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with such employee's ability to promote the interest of the Company or that would conflict with the Company's business.

(b) The Company is not delinquent in payments to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation for any service performed for it to the date hereof or amounts required to be

reimbursed to such employees, consultants, or independent contractors. The Company has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment, including those related to wages, hours, worker classification, and collective bargaining.

(c) To the Company's knowledge, no employee intends to terminate employment with the Company or is otherwise likely to become unavailable to continue as an Employee, nor does the Company have a present intention to terminate the employment of any of the foregoing. The employment of each employee of the Company is terminable at the will of the Company.

(d) The Company has not made any representations regarding equity incentives to any officer, employees, director or consultant that are inconsistent with the share amounts and terms set forth in the minutes of meetings of the Company's board of directors.

2.23 Regulatory Matters and Compliance with Laws. The Company is in compliance in all material respects with all applicable laws, statutes, rules, and regulations of all governmental and regulatory authorities which are applicable and the compliance with which is material to the Company or its assets or business. All licenses, franchises, permits and other governmental authorizations held by the Company and which are material to its business are valid and sufficient in all respects for the business presently carried on by the Company.

3. Representations and Warranties of the Investors. Each Investor hereby represents and warrants, severally and not jointly, to the Company, that:

3.1 Authorization. Such Investor has full power and authority to enter into the Transaction Documents and that each of the Transaction Documents constitutes a valid and legally binding obligation of such Investor, enforceable in accordance with its term, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, and (c) to the extent the indemnification provisions contained in the Transaction Documents may be limited by applicable federal or state securities laws.

3.2 Purchase Entirely for Own Account. This Agreement is made with such Investor in reliance upon such Investor's representation to the Company, which by such Investor's execution of this Agreement such Investor hereby confirms, that the Shares to be purchased by such Investor and the Conversion Shares (collectively, the "Securities") will be acquired for investment for such Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that such Investor has no present intention of selling, granting any participation in, or otherwise distributing the same within the meaning of the Securities Act. By executing this Agreement, such Investor further represents that such Investor does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Securities.

3.3 Reliance Upon the Investor's Representations. Such Investor understands that the Shares are not, and any Common Stock acquired on conversion thereof at the time of issuance may not be, registered under the Securities Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the Securities Act, and that the Company's reliance on such exemption is based on the Investors' representations set forth herein. Such Investor realizes that the basis for the exemption may not be present if, notwithstanding such representations, such Investor has in mind merely acquiring the Securities for a fixed or determinable period in the future, or for a market rise, or for sale if the market does not rise. Such Investor has no such intention.

3.4 Receipt of Information. Such Investor believes it has received all the information it considers necessary or appropriate for deciding whether to purchase the Securities. Such Investor further represents that through its representatives it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Preferred Stock and the business, properties and financial condition of the Company and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information furnished to it or to which it had access. The foregoing, however, does not limit or modify the representations and warranties of the Company in Section 2 of this Agreement or the right of the Investors to rely thereon.

3.5 Investment Experience or Relationship. Such Investor is experienced in evaluating and investing in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment in the Securities. If other than an individual, such Investor also represents it has not been organized for the purpose of acquiring the Securities. Such Investor has (i) a preexisting personal or business relationship with the Company or one or more of its directors, officers or control persons or (ii) by reason of such Investor's business or financial experience, is capable of evaluating the risks and merits of this investment and of protecting such Investor's own interests in connection with its investment.

3.6 Accredited Investor. Such Investor is an "Accredited Investor," as such term is defined in Rule 501(a) of Regulation D of the Securities Act. Such Investor nor, to its knowledge, (i) any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members, nor (ii) any beneficial owner (in accordance with Rule 506(d) of the Securities Act) of the securities being purchased pursuant to this Agreement held by Investor is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act ("Disqualification Events"), except for Disqualification Events covered by Rule 506(d)(2) under the Securities Act and disclosed reasonably in advance of the Initial Closing in writing in reasonable detail to the Company.

3.7 Restricted Securities. Such Investor understands that the Securities may not be sold, transferred or otherwise disposed of without registration under the Securities Act or an exemption therefrom, and that in the absence of an effective registration statement covering

the Securities or an available exemption from registration under the Securities Act, the Securities must be held indefinitely. In particular, such Investor is aware that the Securities may not be sold pursuant to Rule 144 promulgated under the Securities Act unless all of the conditions of that Rule are met.

3.8 Exculpation Among Investors. Each Investor acknowledges that it is not relying upon any person, firm or corporation, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. Each Investor agrees that no Investor nor the respective controlling persons, officers, directors, partners, agents, or employees of any Investor shall be liable to any other Investor for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Securities.

3.9 Securities Legends. To the extent applicable, each certificate or other document evidencing any of the Securities shall be endorsed with the legends set forth below, and such Investor covenants that, except to the extent such restrictions are waived by the Company, such Investor shall not transfer the shares represented by any such certificate without complying with any applicable restrictions on transfer and the following legends endorsed on such certificate:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE, AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED AND QUALIFIED PURSUANT TO THE RELEVANT PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS OR IF THE COMPANY IS PROVIDED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION AND QUALIFICATION UNDER FEDERAL AND STATE SECURITIES LAWS IS NOT REQUIRED."

3.10 Brokers. Such Investor has no contract, arrangement or understanding with any broker, finder or similar agent with respect to the transactions contemplated by this Agreement.

4. Conditions of the Investors' Obligations at Closing. The obligations of each Investor participating in a Closing under this Agreement are subject to the fulfillment on or before such Closing of each of the following conditions, unless waived in writing by such Investor:

4.1 Representations and Warranties. The representations and warranties of the Company contained in Section 2 shall be true and correct when made, and shall be true and correct on and as of such Closing.

4.2 Performance. The Company shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before such Closing.

4.3 Restated Articles. The Restated Articles shall have been filed with the California Secretary of State and shall continue to be in full force and effect as of the Initial Closing.

4.4 Investor Rights Agreement. The Company shall have entered into the Investor Rights Agreement in the form attached as Exhibit B.

4.5 Voting Agreement. The Company shall have entered into the Voting Agreement in the form attached as Exhibit C.

4.6 Blue Sky. The Company shall have obtained all necessary blue sky law permits and qualifications, or secured exemptions therefrom, required by any state prior to the offer and sale of the Shares and the Common Stock issuable upon conversion of the Shares.

4.7 Directors. Effective upon the Initial Closing, the Board of Directors of the Company shall consist of five members, who shall be Jontae James, Dan Fowkes, Paul Bush, Kenneth Tallo, and there shall be one vacancy.

4.8 Indemnification Agreements. The Company shall have entered into Indemnification Agreements with each of its officers and directors in a form mutually acceptable to the Company and the Seed 2 Lead Nominee (as defined in the Voting Agreement).

5. Conditions of the Company's Obligations at Closing. The obligations of the Company to the Investors participating in a Closing under this Agreement are subject to the fulfillment on or before such Closing of each of the following conditions by each such Investor:

5.1 Representations and Warranties. The representations and warranties of each such Investor contained in Section 3 shall be true and correct when made, and shall be true and correct on and as of such Closing.

5.2 Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall be duly obtained and effective as of such Closing.

5.3 Investor Rights Agreement. The Investors shall have entered into the Investor Rights Agreement in the form attached as Exhibit B.

5.4 Voting Agreement. The Investors shall have entered into the Voting Agreement in the form attached as Exhibit C.

5.5 Restated Articles. The Restated Articles shall have been filed with the California Secretary of State and shall continue to be in full force and effect as of the Initial Closing.

6. Miscellaneous.

6.1 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof.

6.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California.

6.3 Successors and Assigns. Subject to the terms and conditions hereof, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

6.4 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the holders of a majority of the Common Stock that is issued or issuable upon conversion of the Shares sold and issued pursuant to this Agreement. Any amendment or waiver effected in accordance with this Section 6.4 shall be binding upon each holder of any securities purchased under this Agreement at the time outstanding (including securities into which such securities have been converted), each future holder of all such securities and the Company.

6.5 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing (a) if to an Investor, as indicated on such Investor's signature page hereto, or at such other address as such Investor shall have furnished to the Company in writing ten (10) days prior to any notice to be given hereunder, or (b) if to the Company, as indicated on the Company's signature page hereto, or at such other address as the Company shall furnish to each Investor in writing ten (10) days prior to any notice to be given hereunder. All such notices and other written communications shall be deemed effectively given upon personal delivery to the party to be notified (or upon the date of attempted delivery where delivery is refused) or, if sent by telecopier or other facsimile means, upon receipt of appropriate written confirmation of receipt, or five (5) days after deposit with the United States Postal Service, by registered or certified mail, or one (1) day after deposit with next day air courier, with postage and fees prepaid and addressed to the party entitled to such notice.

6.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

6.7 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

6.8 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.9 Knowledge. For purposes of this Agreement, "knowledge" shall mean such person's actual knowledge without duty of inquiry or investigation.

6.10 Expenses. Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement, except that at the Initial Closing upon receipt of an invoice documenting the actual fees and expenses of one counsel to the Investors, the Company will reimburse such amount.

6.11 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of any of the Transaction Documents or the Restated Articles, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

6.12 California Corporate Securities Law. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION FOR SUCH SECURITIES PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

6.13 Survival of Warranties. The warranties, representations and covenants of the Company and the Investors contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closings.

6.14 Electronic Transmission of Signatures. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile, pdf file or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

[*remainder of this page intentionally left blank – signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Series Seed 2 Preferred Stock Purchase Agreement as of the date first above written.

COMPANY:

NATURETRAK, INC.

/s/Jontae James
_____
Jontae James, President

Address for Notices:

2010-A Harbison Drive STE 507
Vacaville, CA 95687

_____

IN WITNESS WHEREOF, the parties have executed this Series Seed 2 Preferred Stock Purchase Agreement as of the date first above written.

INVESTOR:

By: _____

Name: _____

Title: _____

Address for Notices:

EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION

EXHIBIT B

INVESTOR RIGHTS AGREEMENT

EXHIBIT C

VOTING AGREEMENT

EXHIBIT D

DISCLOSURE SCHEDULE

This Disclosure Schedule is made and given pursuant to Section 2 of the Series Seed 2 Preferred Stock Purchase Agreement, dated as of March 22, 2021 (the "Agreement"), between NatureTrak, Inc., a California corporation (the "Company") and the Purchasers listed on Schedule A thereto. All capitalized terms used but not defined herein shall have the meanings as defined in the Agreement, unless otherwise provided. The section numbers below correspond to the section numbers of the representations and warranties in the Agreement; provided, however, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated into any other section number under the Agreement where such disclosure would be appropriate and such appropriateness is reasonably apparent from the face of such disclosure. Nothing in this Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in this Disclosure Schedule (1) does not represent a determination that such item is material or establish a standard of materiality, (2) does not represent a determination that such item did not arise in the ordinary course of business, (3) does not represent a determination that the transactions contemplated by the Agreement require the consent of third parties, and (4) shall not constitute, or be deemed to be, an admission to any third party concerning such item. This Disclosure Schedule includes brief descriptions or summaries of certain agreements and instruments, copies of which are available upon reasonable request. Such descriptions do not purport to be comprehensive, and are qualified in their entirety by reference to the text of the documents described, true and complete copies of which have been provided to the Investors or their respective counsel.

Section 2.9

In November of 2020, the Company received a communication notifying them that the phrase "Seed to Bank", which the Company was using in certain marketing materials and on its website, was trademarked. The Company has stopped using such phrase and has received no further communication from the notifying party.

Section 2.13

The Company has identified an unpaid payroll tax liability of approximately $100,000, plus potential penalties and interest, and has begun discussions with the IRS to resolve the liability.

Section 2.17

(a)

The Company has obligations for payments for legal services, tax preparation, software development, and payroll taxes in the principal amount of approximately $200,000,.

(b)

(ii)

The Company owes approximately $69,500 to Paul Bush, $15,000 to Kenneth Tallo, $5,780 to Goodees Inc. and $5,480 to Will Martindale for amounts advanced to the Company.

The Company owes a total of $60,000.00 to directors, officers and employees for loans, equipment and services.

Reference is made to the disclosure in Section 2.13.

(iii)

The Company has made loans to two officers and a founder which total $191,406.00.

(f)

The Company owes a total of $60,000.00 to directors, officers and employees for loans, equipment and services.

Section 2.18

(a)

Reference is made to the disclosure in Section 2.17(b)(iii).

The Company owes approximately $69,500 to Paul Bush, $15,000 to Kenneth Tallo, $5,780 to Goodees Inc. and $5,480 to Will Martindale for amounts advanced to the Company.

The Company owes a total of $60,000.00 to directors, officers and employees for loans, equipment and services.

Board Observer Rights letter with Will Martindale, dated March [__], 2021.

Certain officers, directors, advisors, investors, or employees of the Company, or affiliate thereof, are parties to the Transaction Agreements.

(b)

Reference is made to the disclosure in Section 2.17(b)(iii).

The Company owes approximately $69,500 to Paul Bush, $15,000 to Kenneth Tallo, $5,780 to Goodees Inc. and $5,480 to Will Martindale for amounts advanced to the Company.

The Company owes a total of $60,000.00 to directors, officers and employees for loans, equipment and services.

Section 2.22

(b)

Reference is made to the disclosure in Section 2.17(f).

Reference is made to the disclosure in Section 2.13.

(d)

A former employee of the Company who was promised an option to purchase up to 62,500 shares of non-voting Common Stock departed the Company approximately halfway through his vesting period and prior to receiving any option award documents. The Company is in discussions with the individual and may give him a limited opportunity to exercise some portion of his option. The Company has reserved 40,000 shares of non-voting Common Stock in connection with this potential issuance.

SCHEDULE A

SCHEDULE OF INVESTORS