RACING PRODIGY, INC.

SUBSCRIPTION AGREEMENT

THE SECURITIES ARE BEING OFFERED PURSUANT TO SECTION 4(A)(6) AND REGULATION CROWDFUNDING OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. NO FEDERAL OR STATE SECURITIES ADMINISTRATOR HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE SECURITIES. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN AND NO RESALE MARKET MAY BE AVAILABLE AFTER RESTRICTIONS EXPIRE. THE PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

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 INVESTOR LIVES OUTSIDE THE UNITED STATES, IT IS THE INVESTOR'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUBSCRIPTION 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 SUBSCRIPTION OF THE SECURITIES BY ANY FOREIGN SUBSCRIBER.

The Board of Directors of:

RACING PRODIGY, INC.
2212 S Chickasaw Trail Unit 2164
Orlando, FL 32825

Ladies and Gentlemen:

The undersigned (the "**Investor**") understands that Racing Prodigy, Inc., a Delaware corporation (the "**Company**"), is conducting an offering (the "**Offering**") under Section 4(a)(6) of the Securities Act of 1933, as amended (the "**Securities Act**") and Regulation Crowdfunding promulgated thereunder. This Offering is made pursuant to the Form C, as the same may be amended from time to time, filed by the Company with the SEC (the "**Form C**"). The Company is offering to both accredited and non-accredited investors shares of its Common Stock, $0.0001 par value per share ("**Securities**") at a price of $6.00 per share (the "**Purchase Price**"). The minimum amount or target amount to be raised in the Offering is $75,000 (the "**Target Offering Amount**") and the maximum amount to be raised in the offering is $1,234,998 (the "**Maximum Offering Amount**"). The Company intends to issue whole shares, rounded down to the nearest whole number of shares. If the Offering is oversubscribed beyond the Target Offering Amount, the Company will sell Securities on a first-come, first-serve basis. The Company is offering the Securities to prospective investors through OpenDeal Portal LLC d/b/a Republic (the "**Portal**"). The Portal is registered with the Securities and Exchange Commission (the "**SEC**"), as a funding portal and is a funding portal member of the Financial Industry Regulatory Authority. The Company will pay the Portal a cash commission as follows: the greater of (A) the amount determined pursuant to the following schedule: (1) five percent (5%) of any amounts raised up to $1,000,000.00 in the Offering, (2) four percent (4%) of any amounts raised exceeding $1,000,000.01 in the Offering, but not exceeding $3,000,000.00, and (3) three percent (3%) of any amounts raised exceeding $3,000,000.01 in the Offering, but not exceeding $5,000,000.00; or (B) a cash fee of fifteen thousand dollars ($15,000.00). In addition, the Company will pay the Portal a securities commission equivalent to one percent (1%) of the dollar value of the Securities issued to the investors in the Offering, as well as reimburse the Portal for certain expenses associated with the Offering. Investors should carefully review the Form C, which is available on the web-platform of the Portal at https://republic.com/racingprodigy (the "**Deal Page**").

1. Subscription; Custodian; Securities Entitlement.

(a) Subscription. Subject to the terms of this Subscription Agreement and the Form C, the Investor hereby subscribes to purchase the number of Securities equal to the quotient of the Investor's total subscription amount as indicated on the signature page hereto and/or through the Portal's platform divided by the Purchase Price and shall pay the aggregate Purchase Price in the manner specified in the Form C and as per the directions of the Portal through the Deal Page. Such subscription shall be deemed to be accepted by the Company only when this Subscription Agreement is countersigned and delivered on the Company's behalf and subject to Section 2. No person may subscribe for Securities in the Offering after the Offering campaign deadline as specified in the Form C and on the Deal Page (the "**Offering Deadline**").

(b) Custodian; Securities Entitlement. The Company and the Investor authorize BitGo Trust Company, Inc. and its successors and assigns (the "**Custodian**"), as the custodian for the benefit of the Investor, to hold the Securities and any securities that may be issued upon conversion thereof in registered form in its name or the name of its nominees for the benefit of the Investor and the Investor's permitted assigns. The Investor acknowledges and agrees that upon any acceptance of this Subscription Agreement, the Company shall issue and deliver the Securities to the Custodian, who shall solely hold such securities for the benefit of the Investor and shall be a "protected purchaser" of such Securities within the meaning of Section 8-303 of the Delaware Uniform Commercial Code, which shall be in book entry uncertificated form, and that the Investor shall hold and acquire only a "securities entitlement" within the meaning of Section 8-501 of the Delaware Uniform Commercial Code in the Securities equal to the ratio of the Investor's purchase amount to the aggregate purchase amounts of the Securities in the Offering. Company and Investor acknowledge and agree that the Custodian may assign any and all of its agreements with Investor, delegate its duties thereunder, and transfer Investor's Securities to any of its affiliates or to its successors and assigns, whether by merger, consolidation, or otherwise, in each case, without the consent of the Investor or the Company. Investors acknowledges and agrees that Investor may not assign or transfer any of its rights or obligations under such agreements without the Custodian's prior written consent, and any attempted transfer or assignment in violation hereof shall be null and void.

2. Closing.

(a) Closing. Subject to Section 2(b), the closing of the sale and purchase of the Securities pursuant to this Subscription Agreement (the "**Closing**") shall take place through the Portal on date of any Initial Closing, Subsequent Closing or the Offering Deadline (each, a "**Closing Date**") in accordance with the Form C.

(b) Closing Conditions. Closing is conditioned upon satisfaction of all the following conditions:

(i) prior to the Offering Deadline, the Company shall have received aggregate subscriptions for Securities in an aggregate investment amount of at least the Target Offering Amount;

(ii) at the time of the Closing, the Company shall have received into the escrow account established by the Portal and the escrow agent in cleared funds, and is accepting, subscriptions for Securities having an aggregate investment amount of at least the Target Offering Amount;

(iii) Investor shall have delivered to the Company an executed joinder, which is attached hereto as **Exhibit A**, as a condition to the issuance of the Securities, agreeing to be bound as an "Stockholder" in accordance with Section 4.14 of that certain First Amended and Restated Stockholders Agreement dated September 6, 2022 ("**Stockholders Agreement**"), which is attached hereto as **Exhibit B**; and

(iv) the representations and warranties of the Company contained in Section 5 hereof and of the Investor contained in Section 4 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing.

3. Termination of the Offering; Other Offerings. The Investor understands that the Company may withdraw the Offering at any time by filing a Form C-W, in which case the Company will return all funds to Investors. If the Target Offering Amount is met after twenty-one (21) calendar days, but before the Offering Deadline, the Company can end the Offering by providing notice to Investors at least five (5) business days prior to the end of the Offering. The Investor further understands that during and following termination of the Offering, the Company may undertake offerings of other securities, which may or may not be on terms more favorable to an investor than the terms of this Offering.

4. Investor's Representations. The Investor represents and warrants to the Company and the Company's agents as follows:

(a) The Investor understands and accepts that the purchase of the Securities involves various risks, including the risks outlined in the Form C and in this Subscription Agreement. The Investor can bear the economic risk of this investment and can afford a complete loss thereof; the Investor has sufficient liquid assets to pay the full purchase price for the Securities; and the Investor has adequate means of providing for its current needs and possible contingencies and has no present need for liquidity of the Investor's investment in the Company.

(b) The Investor acknowledges that at no time has it been expressly or implicitly represented, guaranteed or warranted to the Investor by the Company or any other person that a percentage of profit and/or amount or type of gain or other consideration will be realized because of the purchase of the Securities or otherwise about the success of the Company.

(c) The Investor (i) either qualifies as an "accredited investor" as defined by Rule 501(a) promulgated under the Securities Act or has not exceeded the investment limit as set forth in Rule 100(a)(2) of Regulation Crowdfunding, (ii) has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the prospective investment and (iii) has truthfully submitted the required information to the Portal to evidence these representations. The Investor agrees and covenants that the Investor will maintain accurate and up-to-date contact information (including email and mailing address) on Portal and will promptly update such information in the event it changes or is no longer accurate.

(d) The Investor has received and reviewed a copy of the Form C. With respect to information provided by the Company, the Investor has relied solely on the information contained in the

Form C to make the decision to purchase the Securities and has had an opportunity to ask questions and receive answers about the Form C, the Offering and the Investor's investment in the Securities.

(e) The Investor confirms that it is not relying and will not rely on any communication (written or oral) of the Company, the Portal, the escrow agent, or any of their respective affiliates, as investment advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided in the Form C or otherwise by the Company, the Portal or any of their respective affiliates shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Company, the Portal nor any of their respective affiliates is acting or has acted as an advisor to the Investor in deciding to invest in the Securities. The Investor acknowledges that neither the Company, the Portal nor any of their respective affiliates have made any representation regarding the proper characterization of the Securities for purposes of determining the Investor's authority or suitability to invest in the Securities.

(f) The Investor is familiar with the business and financial condition and operations of the Company, including all as generally described in the Form C. The Investor has had access to such information concerning the Company and the Securities as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Securities.

(g) The Investor understands that, unless the Investor notifies the Company in writing to the contrary at or before the Closing, each of the Investor's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the Investor.

(h) The Investor acknowledges that the Company has the right in its sole and absolute discretion to abandon this Offering at any time prior to the completion of the Offering. This Subscription Agreement shall thereafter have no force or effect and the Company shall return any previously paid subscription price of the Securities, without interest thereon, to the Investor.

(i) The Investor understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

(j) The Investor has up to 48 hours before the Offering Deadline to cancel the Investor's subscription and receive a full refund.

(k) The Investor confirms that the Company has not (i) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities or (ii) made any representation to the Investor regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the Investor is not relying on the advice or recommendations of the Company and the Investor has made its own independent decision, alone or in consultation with its investment advisors, that the investment in the Securities is suitable and appropriate for the Investor.

(l) The Investor has such knowledge, skill and experience in business, financial and investment matters that the Investor is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the Investor's own professional advisors, to the extent that the Investor has deemed appropriate, the Investor has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. The Investor has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the Investor is able to bear the risks associated with an investment in the Securities and its authority to invest in the Securities.

(m) The Investor is acquiring the Securities solely for the Investor's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The Investor understands that the Securities have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the Investor and of the other representations made by the Investor in this Subscription Agreement. The Investor understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information provided by the Investor to the Company or the Portal) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(n) The Investor understands that the Securities are restricted from transfer for a period of time under applicable federal securities laws and that the Securities Act and the rules of the SEC provide in substance that the Investor may dispose of the Securities only pursuant to an effective registration statement under the Securities Act, an exemption therefrom or as further described in Rule 501 of Regulation Crowdfunding, after which certain state restrictions may apply. The Investor understands that the Company has no obligation or intention to register any of the Securities, or to take action so as to permit sales pursuant to the Securities Act. Even if and when the Securities become freely transferable, a secondary market in the Securities may not develop. Consequently, the Investor understands that the Investor must bear the economic risks of the investment in the Securities for an indefinite period of time.

(o) The Investor agrees that the Investor will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein or make any offer or attempt to do any of the foregoing, except pursuant to Rule 501 of Regulation Crowdfunding.

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

(q) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes a valid and binding obligation of the Investor, 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.

(r) The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act or any state securities laws and are offered and sold hereby pursuant to Section 4(a)(6) of the Securities Act. The Investor understands that neither this instrument nor the underlying securities may be resold or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or pursuant to Rule 501 of Regulation Crowdfunding, in which case certain state transfer restrictions may apply.

(s) The Investor 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 this instrument and the securities to be acquired by the Investor hereunder.

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

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

(v) HIGH RISK INVESTMENT. **THE INVESTOR UNDERSTANDS THAT AN INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK**. The Investor acknowledges that (a) any projections, forecasts or estimates as may have been provided to the Investor are purely speculative and cannot be relied upon to indicate actual results that may be obtained through this investment; any such projections, forecasts and estimates are based upon assumptions which are subject to change and which are beyond the control of the Company or its management; (b) the tax effects which may be expected by this investment are not susceptible to absolute prediction, and new developments and rules of the Internal Revenue Service (the "**IRS**"), audit adjustment, court decisions or legislative changes may have an adverse effect on one or more of the tax consequences of this investment; and (c) the Investor has been advised to consult with his own advisor regarding legal matters and tax consequences involving this investment.

5. Company Representations. The Investor understands that upon issuance to the Investor of any Securities, the Company will be deemed to have made the following representations and warranties to the Investor as of the date of such issuance:

(a) Corporate Power. 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) Enforceability. This Subscription Agreement, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) Valid Issuance. The Securities, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Subscription Agreement and the Form C, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer arising under this Subscription Agreement, the Stockholders Agreement, the Certificate of Incorporation, as amended and/or restated from time to time, and Bylaws of the Company, or under applicable state and federal securities laws and liens or encumbrances created by or imposed by a subscriber.

(d) Authorization. The execution, delivery and performance by the Company of this 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 hereunder, has been duly authorized by all necessary actions on the part of the Company. This 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. The Company 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 or its operations.

(e) No Conflict. The execution, delivery and performance of and compliance with this Subscription Agreement and the issuance of the Securities will not result in any violation of, or conflict with, or constitute a default under, the Company's Certificate of Incorporation and Bylaws, each as amended, and will not result in any violation of, or conflict with, or constitute a default under, any agreements to which the Company is a party or by which it is bound, or any statute, rule or regulation, or any decree of any court or governmental agency or body having jurisdiction over the Company, except for such violations, conflicts, or defaults which would not individually or in the aggregate, have a material adverse effect on the business, assets, properties, financial condition or results of operations of the Company.

(f) Operation. The performance and consummation of the transactions contemplated by this 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.

(g) Consents. No consents, waivers, registrations, qualifications or approvals are required in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby, other than: (i) the Company's corporate, board and/or shareholder approvals which have been properly obtained, made or effected, as the case may be, and (ii) any qualifications or filings under applicable securities laws.

(h) Securities Matters. The Company is not subject to the requirement to file reports pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934. The Company is not an investment company, as defined in section 3 of the Investment Company Act of 1940 and is not excluded from the definition of investment company by section 3(b) or section 3(c) of that Act. The Company is not disqualified from offering or selling securities in reliance on section 4(a)(6) of the Securities Act as a result of a disqualification as specified in Rule 503 of the Regulation Crowdfunding. The Company has a specific business plan and has not indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies. To the extent required, the Company has filed with the SEC and provide to its investors the ongoing annual reports required under Regulation Crowdfunding during the two years immediately preceding the filing of the Form C. The Company is organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

(i) Transfer Agent. Company has, or will shortly after the issuance of this instrument, engage a transfer agent registered with the SEC to act as the sole registrar and transfer agent for the Company with respect to the Securities.

6. Indemnification. The Investor acknowledges that the Company, the Custodian and each of their respective founders, officers, directors, employees, agents, and affiliates, are relying on the truth and accuracy of the foregoing representations and warranties in offering Securities for sale to the Investor without having first registered the issuance of the Securities under the Securities Act or the securities laws of any state. The Investor also understands the meaning and legal consequences of the representations and warranties in this Subscription Agreement, and the Investor agrees to indemnify and hold harmless the Company, the Custodian and each of their respective founders, officers, directors, employees, agents, and affiliates from and against any and all loss, damage or liability, including costs and expenses (including reasonable attorneys' fees), due to or arising out of a breach of any such representations or warranties or any failure, or alleged failure, to fulfill any covenants or agreements contained in this Subscription Agreement.

7. Market Stand-Off and Power of Attorney.

(a) In connection with any IPO (as defined below), the Investor shall not directly or indirectly, 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 Securities or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Capital Stock (whether such shares or any such securities are then issued hereunder 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 Capital Stock or other securities, in cash, or otherwise. Such restriction (the "**Market Stand- Off**") shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter (the "**Lock-up Period**"). In no event, however, shall such period exceed two hundred seventy (270) days plus such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions.

(b) The foregoing provisions 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 Investor or the immediate family of the Investor, 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 the Investor 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 these provisions will have the right, power and authority to enforce the provisions hereof as though they were a party hereto. The Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with the above 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 the Investor's registrable securities of the Company (and the Company shares or securities of every other person subject to the foregoing restriction) until the end of the Lock-up Period. The Investor agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Investor's registrable securities of the Company:

> 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) For consideration received and acknowledged, each Investor, in its capacity as a securityholder of the Company, hereby appoints the Chief Executive Officer and/or Chief Financial Officer of the Company to act as its true and lawful attorney with full power and authority on its behalf to execute and deliver all documents and instruments and take all other actions necessary in connection with the matters covered by this section and any lock-up agreement required to be executed pursuant to an underwriting agreement in connection with any initial public offering of Company. Such appointment shall be for the limited purposes set forth above.

(e) "**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 SEC 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; (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 Company in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Capital Stock of the Company.

(f) "**Capital Stock**" means the capital stock of the Company, including, without limitation, common stock and preferred stock.

8. <u>Obligations Irrevocable</u>. Following the Closing, the obligations of the Investor shall be irrevocable. The Company, the Custodian and the Portal, and each of their respective affiliates and agents, are each hereby authorized and instructed to accept and execute any instructions in respect of the Securities given by the Investor in written or electronic form. The Custodian and the Portal may rely conclusively upon and shall incur no liability in respect of any action take upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons of

the Investor.

9. Legend. The certificates, book entry or other form of notation representing the Securities sold pursuant to this Subscription Agreement will be notated with a legend or designation, which communicates in some manner that the Securities were issued pursuant to Section 4(a)(6) of the Securities Act and may only be resold pursuant to Rule 501 of Regulation Crowdfunding.

10. Notices. All notices or other communications given or made hereunder shall be in writing and delivered to the Investor's email address provided to the Portal or to the Company at the address set forth at the beginning of this Subscription Agreement, or such other place as the Investor, the Investor or the Company from time to time designate in writing in or through the Portal.

11. Governing Law. Notwithstanding the place where this Subscription Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the Delaware without regard to the principles of conflicts of laws.

12. Submission to Jurisdiction. With respect to any suit, action or proceeding relating to any offers, purchases or sales of the Securities by the Investor ("**Proceedings**"), the Investor irrevocably submits to the jurisdiction of the federal or state courts located at the location of the Company's principal place of business, which submission shall be exclusive unless none of such courts has lawful jurisdiction over such Proceedings.

13. Entire Subscription Agreement. This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

14. Waiver, Amendment. Any provision of this Subscription Agreement may be amended, waived or modified only upon the written consent of the Company and the majority of the investors in this Offering.

15. Waiver of Jury Trial. THE INVESTOR IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

16. Invalidity of Specific Provisions. If any provision of this Subscription Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Subscription Agreement, such provision shall be fully severable; this Subscription Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Subscription Agreement, and the remaining provisions of this Subscription Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Subscription Agreement.

17. Titles and Subtitles. The titles of the sections and subsections of this Subscription Agreement are for convenience of reference only and are not to be considered in construing this Subscription Agreement.

18. Counterparts. This Subscription 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 and the same instrument.

19. Electronic Execution and Delivery. A digital reproduction, portable document format (".pdf") or other reproduction of this Subscription Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via DocuSign or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

20. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

21. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company, (ii) changes in the transactions, documents and instruments described in the Form C which are not material, or which are to the benefit of the Investor and (iii) the death or disability of the Investor.

22. Notification of Changes. The Investor hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Subscription Agreement, which would cause any representation, warranty, or covenant of the Investor contained in this Subscription Agreement to be false or incorrect. The Investor agrees that, upon demand, it will promptly furnish any information, and execute and deliver such documents, as reasonably required by the Company and/or the Portal.

23. Tokenization and Fractionalization. The Company has the right, but not the obligation, to mint and distribute to, or for the benefit of, the Investor one or more types of digital tokens ("**Tokens**") on a blockchain network, which may serve as a digital representation of, securities entitlement or economic arrangement to, the Securities or as a technological means of providing a transfer instruction to the Company or an entitlement order to a securities intermediary holding the Securities or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Capital Stock on behalf of others. Tokens, if issued, may embody certain rights, preferences, privileges, and restrictions of the respective Securities to which they relate or may provide the means to give such instructions or entitlement orders. All securities issued under this instrument, whether in the form of Tokens or otherwise, may be issued in whole or fractional parts, in the Company's sole discretion.

[End of Page]

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of _______.

COMPANY:

RACING PRODIGY, INC.

By: ___________________________________
Name: David K. Cook
Title: President

INVESTOR:

By: ___________________________________
Name: _________________________________
Title: __________________________________

Price per Security: ______________________
Number of Securities Purchased: ___________
Total Subscription Amount: _______________

EXHIBIT A

(Joinder to the First Amended and Restated Stockholders Agreement dated September 6, 2022)

Racing Prodigy, Inc.
Joinder To First Amended and Restated Stockholders Agreement

This JOINDER TO THE FIRST AMENDED AND RESTATED STOCKHOLDERS AGREEMENT (this "**Supplement**") is dated as of _______, 2025 between Racing Prodigy, Inc. a Delaware corporation (the "**Corporation**"), and _______ ("**New Stockholder**").

STATEMENT OF PURPOSE

The Corporation has entered into that certain First Amended and Restated Stockholders Agreement dated September 6, 2022, among the Corporation and the Stockholders of the Corporation designated on the signature pages thereto, a copy of which has been provided to the New Stockholder (as amended or supplemented, the "**Stockholders Agreement**"). Pursuant to the terms of the Stockholders Agreement, the New Stockholder is required to execute this Supplement for the purposes of making such person a party to the Stockholders Agreement. The New Stockholder has agreed to execute this Supplement in consideration of the receipt of his, her or its shares of capital stock of the Corporation.

NOW, THEREFORE, the Corporation and the New Stockholder agree as follows:

1. Defined Terms. All capitalized undefined terms used in this Supplement have the meanings assigned thereto in the Stockholders Agreement.

2. Joinder of New Stockholder. The New Stockholder hereby agrees to become a party to the Stockholders Agreement with all right, title and interest as a Stockholder thereunder and subject to all of the terms and conditions thereof. The New Stockholder's notice address for purposes of the Stockholders Agreement is as set forth below.

IN WITNESS WHEREOF, the Corporation and the New Stockholder have executed this Supplement, this day of ___________, 2025.

CORPORATION:	**NEW STOCKHOLDER:**
RACING PRODIGY, INC.	
By: ________________________________	By: __________________________
Name:	Name:
Title:	Title:
	Address:

EXHIBIT B

(First Amended and Restated Stockholders Agreement dated September 6, 2022)

Execution Version

FIRST AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

THIS FIRST AMENDED AND RESTATED STOCKHOLDERS AGREEMENT, dated as of September 6, 2022 (this "***Agreement***"), by and among Racing Prodigy, Inc. a Delaware corporation (the "***Corporation***"), and the stockholders of the Corporation who execute this Agreement (collectively referred to as "***Stockholders***" and separately referred to as "***Stockholder***").

STATEMENT OF PURPOSE

WHEREAS, the Stockholders presently own the shares of the capital stock of the Corporation (the "***Capital Stock***") specified opposite their names on Exhibit A attached hereto , which constitute 100% of the issued and outstanding common stock, $.001 par value per share, of the Corporation; and

WHEREAS, the parties hereto desire to promote their mutual interests and the interest of the Corporation by imposing certain restrictions and obligations on themselves, the Corporation and on the shares of Capital Stock as set forth in this Agreement; and

WHEREAS, the parties hereto have entered into that Stock Repurchase Agreement dated August 25, 2022 (the "**Stock Repurchase Agreement**"), regarding the shares of Capital Stock of Stockholder David K. Cook ("**Cook**") and

WHEREAS, the parties hereto entered into that Stockholders Agreement dated August 25, 2022 (the "**Original Stockholders Agreement**"), and now desire herewith to completely amend, restate and supersede the Original Stockholders Agreement with this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
COVENANTS OF EACH STOCKHOLDER

1.1. Representations, Warranties and Covenants of Each Stockholder. Each Stockholder represents and warrants to, and covenants and agrees with, the Corporation that such Stockholder has full legal right, power and authority (including the due authorization by all necessary corporate action) to enter into this Agreement and to perform such Stockholder's obligations hereunder without the need for the consent of any other person; and this Agreement has been duly authorized, executed and delivered and constitutes the legal, valid and binding obligation of such Stockholder enforceable against such Stockholder in accordance with the terms hereof.

1.2. Legend. The certificates representing all shares of Capital Stock of the Corporation, and any securities convertible into or exchangeable for such Capital Stock, and any options, warrants or other rights to acquire such capital stock or securities, now or hereafter held by any party hereto, including shares of Capital Stock and all other securities of the Corporation (or a successor to the Corporation) received on account of ownership of the Capital Stock including all securities issued in connection with any merger, consolidation, stock dividend, stock distribution, stock split, reverse stock split, stock combination, recapitalization, reclassification, subdivision, conversion or similar transaction in respect thereof (***"Securities"***) shall bear the following legend in addition to any other legend required under applicable law:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE

TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OR STATE SECURITIES LAWS OR AN OPINION OF COUNSEL, SATISFACTORY TO THE CORPORATION, THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO THE TERMS AND CONDITIONS OF A STOCKHOLDERS AGREEMENT BY AND AMONG THE CORPORATION AND THE HOLDERS SPECIFIED THEREIN, A COPY OF WHICH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE CORPORATION. THE SALE, TRANSFER OR OTHER DISPOSITION OF THE SECURITIES IS SUBJECT TO THE TERMS OF SUCH AGREEMENT AND THE SECURITIES ARE TRANSFERABLE ONLY UPON PROOF OF COMPLIANCE THEREWITH.

1.3. Restrictions on Transfers of Securities. The following restrictions on Transfer (as defined below) shall apply to all Securities owned by any Stockholder or Permitted Transferee (as defined below):

(a) No Stockholder or Permitted Transferee shall Transfer (other than in connection with a redemption or purchase by the Corporation) any Securities unless (i) such Transfer is to a person or entity approved in advance in writing by the Board of Directors of the Corporation and (ii) such Transfer otherwise complies with the provisions of this Section 1.3 (and Section 1.4 if requested by the Corporation) as conditions precedent to such Transfer (the transferee of a Transfer meeting the requirements of Section 1.3(a)(i) and (ii) shall be a ***"Permitted Transferee"***). Any purported Transfer in violation of this Agreement shall be null and void and of no force and effect and the purported transferee shall have no rights or privileges in or with respect to the Corporation. As used herein, "***Transfer***" includes the making of any sale, exchange, assignment, hypothecation, gift, security interest, pledge or other encumbrance, or any contract therefor, any voting trust or other agreement or arrangement with respect to the transfer of voting rights or any other beneficial interest in any of the Securities, the creation of any other claim thereto or any other transfer or disposition whatsoever, whether voluntary or involuntary, affecting the right, title, interest or possession in or to such Securities, other than an exchange of any Securities by a Stockholder or Permitted Transferee for other securities of the Corporation.

(b) Prior to any proposed Transfer of any Securities, the holder thereof shall give written notice to the Corporation describing the manner and circumstances of the proposed Transfer and shall establish to the reasonable satisfaction of the Corporation that the proposed Transfer of the Securities may be effected without registration under the Securities Act and applicable state securities laws, including without limitation, if reasonably required by the Corporation, by providing a written opinion of legal counsel, addressed to the Corporation and the transfer agent, if other than the Corporation, reasonably satisfactory in form and substance to each addressee, to the effect that the proposed Transfer of the Securities may be effected without registration under the Securities Act and applicable state securities laws. Each certificate evidencing the Securities transferred shall bear the legends set forth in Section 1.2, except that such certificate shall not bear such legend if the opinion of counsel referred to above is to the further effect that such legend is not required in order to establish compliance with any provision of the Securities Act or applicable state securities laws. The transferring Stockholder shall pay all reasonable fees incurred by Corporation in completing the Transfer.

(c) Nothing in this Section 1.3 shall prevent the Transfer, free of any restrictions under this Agreement, of Securities by a Stockholder or a Permitted Transferee to one or more of its Permitted Transferees or to the Corporation; provided, however, that each such Permitted Transferee shall take such Securities only upon agreeing to being fully bound by the terms of this Agreement applicable to it with the same effect as if it were a party hereto; and provided, further, that (i) no entity or person shall be a Permitted Transferee unless such transferee executes a joinder to this Agreement in substantially the form attached hereto as Exhibit B, which joinder states with respect to any Permitted Transferee other than a natural person, that such Permitted Transferee agrees to Transfer such Securities to the Stockholder from whom such Permitted Transferee received such Securities immediately prior to the occurrence of any event which would result in such person no longer being a Permitted Transferee of such Stockholder, and (ii) no Transfer shall be effected except in compliance with the registration requirements of the Securities Act or pursuant to an available exemption therefrom.

1.4. Right of First Refusal.

(a) Offering Notice. Except for a Transfer to a Permitted Transferee (a "***Permitted Transfer***"), if any Stockholder (an ***"Offering Stockholder"***) desires to Transfer all or part of such Stockholder's Securities to any person or entity (other than in a Permitted Transfer, unless the Corporation requires compliance with this Section 1.4), such Offering Stockholder shall give written notice thereof (the ***"Offering Notice"***) to the Corporation and the other Stockholders holding Capital Stock (***"Stockholders"***). The Offering Notice shall state (i) the type and amount of Securities to be transferred (the ***"Offered Securities"***), (ii) the name of the prospective person or entity (the ***"Prospective Stockholder"***) to whom the Offering Stockholder desires to Transfer such Offered Securities, (iii) the price of the Offered Securities to be paid by the Prospective Stockholder, which price must be payable in cash, (iv) that the proposed purchase of the Offered Securities shall be consummated no later than 60 days after the expiration of the options referred to in Sections 1.4(b) and (c) and (v) that the offer of the Prospective Stockholder has been accepted by the Offering Stockholder subject to the rights of the Corporation and the Stockholders contained in this Section 1.4.

(b) Corporation Option to Purchase. For a period of five (5) business days after receipt of the Offering Notice, the Corporation shall have the option to purchase all the Offered Securities on the same terms contained in the Offering Notice on which the Prospective Stockholder has agreed to purchase the Offered Securities. The Corporation's option to purchase the Offered Securities hereunder shall be exercisable by delivering written notice to such effect, prior to the expiration of such option period, to the Offering Stockholder and the other Stockholders. The failure of the Corporation to exercise its option to purchase all of the Offered Securities within such five (5) business day period shall be deemed to be a waiver of its right to purchase the Offered Securities.

(c) Stockholder's Option to Purchase. If the Corporation elects not to purchase any or all of the Offered Securities pursuant to Section 1.4(b), then each other Stockholder (the ***"Other Stockholder"***) shall have the option, for a period of fifteen (15) days after the earlier of the expiration or express rejection of the Corporation's five (5) business day option in Section 1.4(b), to purchase, on the same terms contained in the Offering Notice on which the Prospective Stockholder has agreed to purchase the Offered Securities, such Other Stockholder's pro rata share of such Offered Securities not purchased by the Corporation pursuant to Section 1.4(b). Each Other Stockholder's pro rata share, for purposes of this Section 1.4, is equal to the ratio of (i) the number of shares of Capital Stock owned by such Other Stockholder as of the date of the Offering Notice to (ii) the total number of shares of Capital Stock owned by all Other Stockholders as of the date of the Offering Notice. Each Other Stockholder's option to purchase Offered Securities hereunder shall be exercisable by delivering written notice to such effect, prior to the expiration of such option, to the Offering Stockholder and the Corporation (a ***"Purchaser's Notice"***), and stating therein the quantity of Offered Securities to be purchased. The failure of any Other Stockholder to exercise such Other Stockholder's option to purchase Offered Securities within such fifteen (15) day period shall be deemed to be a waiver of such Other Stockholder's right to participate in the purchase of the Offered Securities.

(d) Sale by Offering Stockholder. Unless the Corporation or the Other Stockholders collectively elect to purchase all of the Offered Securities, the Offering Stockholder shall be free to Transfer all, but not less than all, of the Offered Securities not purchased by the Corporation or the Other Stockholders to the Prospective Stockholder in accordance with the terms set forth in the Offering Notice; provided, that if such sale is not consummated within sixty (60) days after the expiration of the options set forth in this Section 1.4, the restrictions provided for herein shall again become effective, and no Transfer of such Offered Securities may be made thereafter (other than a Transfer to a Permitted Transferee) by the Offering Stockholder without again offering the same to the Corporation and the Other Stockholders in accordance with this Section 1.4.

(e) Closing. The closing of any purchase of the Offered Securities by the Corporation or Other Stockholders pursuant to this Section 1.4 shall take place remotely via the exchange of documents and signatures no later than sixty (60) days after the date of expiration of the options referred to in Sections 1.4(b) and (c) above, or at such other time and place as the parties to the transaction may agree. At such closing, the Offering Stockholder shall deliver the Offered Securities, duly endorsed for Transfer and accompanied by all requisite stock transfer taxes, if any, and the Offered Securities to be Transferred shall be free and clear of any liens, claims or encumbrances (other than restrictions imposed by this Agreement and pursuant to applicable federal and state securities laws) and the Offering Stockholder shall so represent and warrant and shall also represent and warrant that it is the record and beneficial owner of such Offered

Securities. The Corporation and the Other Stockholders participating in the purchase shall deliver at such closing, by certified or official bank check or by wire transfer of immediately available funds, payment in full for such Offered Securities.

1.5. Drag Along Rights.

(a) If the Corporation receives (i) a bona fide offer in writing to consummate a Change of Control (as defined herein) of the Corporation (an "***Approved Sale***") or (ii) a bona fide offer in writing from a third party not affiliated with any Stockholder to purchase additional Securities to be issued by the Corporation ("***Approved Financing***") (an Approved Sale and Approved Financing shall collectively be an "***Approved Transaction***"), and the majority of the members of the Board of Directors, and Stockholders owning more than fifty percent (50%) of the issued and outstanding Capital Stock of the Corporation (a "**Majority in Interest**") approve the consummation of such Approved Transaction, then each Stockholder shall take all actions necessary or reasonably requested to consummate any Approved Transaction, including, without limitation, as set forth in this Section 1.5.

(b) In the event such transaction requires the approval of the Stockholders of the Corporation, if the matter is to be brought to a vote at a Stockholder meeting, after receiving proper notice of any meeting of Stockholders of the Corporation to vote on the approval of an Approved Transaction, to be present, in person or by proxy, as a holder of the Corporation's shares of Capital Stock, at all such meetings and be counted for the purposes of determining the presence of a quorum at such meetings and to vote (in person, by proxy or by action by written consent, as applicable) all of their shares of Capital Stock in favor of such Approved Transaction and in opposition of any and all other proposals that could reasonably be expected to delay or impair the ability of the Corporation to consummate such Approved Transaction; to refrain from exercising and waive all rights of appraisal under applicable law in connection with the Approved Transaction; and to execute and deliver all related documentation including, without limitation, delivering all certificates representing shares of Capital Stock, options and/or warrants held by such party, provided, that if any such certificate, option or warrant is lost, such party shall execute an affidavit of lost certificate, option or warrant in a form acceptable to the Corporation, and take such other action in support of the Approved Transaction as shall reasonably be requested by the Board.

(c) The obligations of the Stockholders pursuant to this Section 1.5 are subject to the satisfaction of the following conditions: (i) all Stockholders shall receive the same proportion and amounts of the aggregate consideration from such Approved Transaction for their securities that such Stockholders would have received if such aggregate consideration had been distributed by the Corporation in complete liquidation pursuant to the rights and preferences set forth in the Certificate of Incorporation as in effect immediately prior to such Approved Transaction; (ii) if any Stockholders of any class of shares of Capital Stock are given an option as to the form and amount of consideration to be received, all Stockholders of such class will be given the same option; and (iii) no Stockholder shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Approved Transaction (excluding modest expenditures for postage, copies, etc.) and no Stockholder shall be obligated to pay more than such Stockholder's pro rata share, based on the Stockholder's percentage of ownership of the Corporation, of reasonable expenses incurred in connection with a consummated Approved Transaction to the extent such expenses are incurred for the benefit of all Stockholders and are not otherwise paid by the Corporation or the purchaser (costs incurred by or on behalf of a Stockholder for such Stockholder's sole benefit will not be considered costs of the transaction hereunder).

1.6. Tag-Along Rights.

(a) Exercise of Right. If the Stockholders constituting a Majority in Interest desire to sell all of such Stockholders' Capital Stock in the Corporation (***"Selling Stockholders"***) to an unrelated third party Prospective Stockholder pursuant to a bona fide third party offer, such Selling Stockholders shall deliver a written notice (a ***"Transfer Notice"***) and each other Stockholder may elect to participate in the proposed Transfer, as set forth in Section 1.5(b) below and otherwise on the same terms and conditions specified in the Transfer Notice (***"Tag-Along Rights"***). If a Stockholder desires to exercise its Tag-Along Rights it must give the Selling Stockholders written notice to that effect within fifteen (15) days after the earlier of the expiration or express rejection within fifteen (15) days of the Transfer Notice, and upon giving such notice, the Stockholder shall be deemed to have effectively exercised the Tag-Along Rights.

(b) Shares Includable. If a Stockholder timely exercises the Tag-Along Rights by delivering the written notice provided for above in Section 1.6(a), the Stockholder may include in the proposed Transfer all or any part of the Stockholder's shares equal to the product obtained by multiplying (i) the aggregate number of shares of Capital Stock subject to the proposed Transfer by (ii) a fraction, the numerator of which is the number of shares of Capital Stock owned by the Stockholder immediately before consummation of the proposed Transfer and the denominator of which is the number of all shares of Capital Stock outstanding immediately before consummation of the proposed Transfer.

(c) Delivery of Certificates. A Stockholder shall effect its participation in the proposed Transfer by delivering to the Selling Stockholders, no later than fifteen (15) days after such Stockholder's exercise of the Tag-Along Rights, one or more stock certificates, properly endorsed for Transfer representing the number of Capital Stock that such Stockholder elects to include in the proposed Transfer.

(d) Purchase Agreement. The parties hereby agree that the terms and conditions of any sale pursuant to this Section 1.6 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction and the parties further covenant and agree to enter into such an agreement as a condition precedent to any sale or other Transfer pursuant to this Section 1.6.

(e) Deliveries. Each stock certificate a Stockholder delivers to the Selling Stockholders pursuant to Section 0 above will be transferred to the Prospective Stockholder against payment therefor in consummation of the sale of the Capital Stockpursuant to the terms and conditions specified in the Transfer Notice and the purchase and sale agreement, and the Selling Stockholders shall concurrently therewith remit or direct payment to the Stockholder the portion of the sale proceeds to which such Stockholder is entitled by reason of the Stockholder's participation in such sale. If any Prospective Stockholder or transferees refuse(s) to purchase securities subject to the Tag-Along Rights from the Stockholders exercising their Tag-Along Rights hereunder, no Selling Stockholders may sell any Capital Stock to such Prospective Stockholder or transferees unless and until, simultaneously with such sale, such Selling Stockholders purchases all securities subject to the Tag-Along Rights from the Stockholders on the same terms and conditions (including the proposed purchase price) as set forth in the Transfer Notice.

(f) Additional Compliance. If any proposed Transfer is not consummated within 90 days after receipt of the Transfer Notice, the Selling Stockholders proposing the proposed Transfer may not sell any Capital Stock unless they first comply in full with each provision of this Section 1. 6. The exercise or election not to exercise any right by any Stockholders hereunder shall not adversely affect their right to participate in any other sales of Capital Stock subject to this Section 1.6.

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

1.7. Preemptive Rights.

(a) The Corporation hereby grants to each Stockholder, for a period of twenty-four (24) months from the date such Stockholder executes this Agreement, the right to purchase such Stockholder's pro rata share of any Additional Shares of Capital Stock (as defined below, which the Corporation may, from time to time, propose to sell and issue after the date of this Agreement ("***Offered New Securities***"). Each Stockholder's pro rata share of the Offered New Securities, for purposes of this Section 1.7, is equal to the ratio of (i) the number of shares of Capital Stock owned by the Participating Stockholder immediately prior to the issuance of the Offered New Securities to (ii) the total number of shares of Capital Stock outstanding at such time, assuming conversion or exercise of all rights to convert into Capital Stock. "***Additional Shares of Capital Stock***" shall mean all shares of Capital Stock issued, other than (1) the following shares of Capital Stock and (2) shares of Capital Stock deemed issued pursuant to the following: (A) shares of Capital Stock issued as a dividend or distribution; (B) shares of Capital Stock issued by reason of a dividend, stock split, split-up or other distribution on shares of Capital Stock, shares of Capital Stock or options issued to employees or directors of, or individual consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors and Stockholders of the Corporation; (iv) shares of Capital Stock actually issued upon the exercise of options or shares of Capital Stock actually issued upon the exercise of an option and (v) shares of Capital Stock issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided, that such issuances are approved by the Board of Directors of the Corporation.

(b) In the event the Corporation proposes to undertake an issuance of Offered New Securities, it will cause to be given to each Stockholder a written notice setting forth the terms and conditions upon which the Stockholder may purchase such Offered New Securities (the "***Preemptive Notice***"). After receiving a Preemptive Notice, the Stockholder shall have the right to reply, in writing, within fifteen (15) days of the date of such Preemptive Notice ("***Preemptive Reply***") that the Stockholder agrees to purchase some or all of the Offered New Securities on the date of sale to the purchaser and each Stockholders who elected to purchase the Offered New Securities shall be a "***Participating Stockholder***".

(c) If any Offered New Securities are not purchased by the Participating Stockholders, such Offered New Securities not purchased may thereafter, for a period not exceeding one hundred twenty (120) days following the expiration of such five (5) day period for a Preemptive Reply, be issued, sold or subjected to rights or options to the purchaser at a price not less than and on terms not otherwise more favorable (taken as a whole) than that at which they were offered to the Stockholders. Any such Offered New Securities not so issued, sold or subjected to rights or options to the purchaser during such one hundred twenty (120) day period will thereafter again be subject to the preemptive rights provided for in this Section 1.7.

1.8. Termination of Rights. The covenants set forth in Sections 1.4, 1.5, 1.6, and 1.7 shall terminate and be of no further force or effect (i) immediately before the consummation of any public offering of the Corporation's Securities, (ii) when the Corporation first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon a Change of Control, whichever event occurs first. For purposes of this Agreement, a "***Change of Control***," means (A) any liquidation, dissolution or winding up of an entity voluntary or involuntary; (B) a sale, lease, exchange, transfer, exclusive license or other disposition (including, without limitation, by merger, consolidation, or otherwise) of all or substantially all of the assets of the an entity to a person or group; or (C) any merger, consolidation or other business combination, or a recapitalization or refinancing of an entity the result of which is that that any "person" or "group" who is not now an owner of such entity becomes the beneficial owner, directly or indirectly, of equity in such entity entitling such person or group to exercise any portion of the total voting power of then-outstanding equity of such entity in connection with the election or appointment of the entities' managers, directors or other management.

ARTICLE II
COVENANTS

2.1. Board of Directors. Each holder of Capital Stock agrees to vote, in person or by proxy, at any annual or special Stockholders' meeting called for such purpose or by Stockholders' consent provided in lieu thereof, the shares of Capital Stock of the Corporation owned of record or beneficially by such Stockholder and entitled to vote thereon, and shall take all other necessary or desirable actions within its control (whether in such Stockholder's capacity as a stockholder, officer, or director of the Corporation), and the Corporation shall take all necessary and desirable actions within its control (including, without limitation, calling Stockholders' and directors' meetings), in order to cause the Corporation to appoint a Board of Directors with the size and composition as determined by the holders of Capital Stock; provided that (i) as long as First Principles Advisors, LLC **("*FPA*")** is a Stockholder, the Stockholders agree to vote all of their shares of Capital Stock that have the right to vote so that such persons designated in advance by FPA shall be elected as Directors, and (ii) as long as Cook is a Stockholder, the Stockholders agree to vote all of their shares of Capital Stock that have the right to vote so that Cook shall be elected as a Director. Any designee elected pursuant to this Section 2.1 shall hold office until his or her successor shall have been duly elected and qualified or he or she shall have been earlier removed from said office pursuant to the provisions hereof. No Stockholder shall (a) grant any proxy or enter into any agreements or arrangements of any kind with any Person inconsistent with the provisions of this Agreement or (b) enter into or agree to be bound by any other voting agreement or voting trust with respect to its shares. Any designee elected pursuant to this Section 2.1 shall hold office until his or her successor shall have been duly elected and qualified or he or she shall have been earlier removed from said office pursuant to the provisions hereof.

2.2. Buy Sell Events. Upon the occurrence of any of the following events ("***Buy Sell Events***") with respect to a Stockholder, the Corporation shall have the first option and the other Stockholders ("***Remaining Stockholders***") shall have the second option to purchase all, but not less than all, of the Capital Stock owned by the Stockholder with respect to whom the Buy Sell Event has occurred:

(a) The death of a Stockholder or adjudication of the Stockholder's incompetence by a court of competent jurisdiction.

(b) Inability or failure of the Stockholder to perform those duties and responsibilities that have traditionally been assigned to him or her in whatever capacity as an employee, officer or director of the Corporation for a period of six (6) months or more during any twelve (12) month period due to a then-existing physical or mental condition, impairment, or incapacity, including habitual substance abuse (hereinafter collectively referred to as a "***Disability***"), such determination to be made by a majority vote of the Corporation's disinterested directors. For purposes of this Agreement, the Disability shall be deemed to have occurred at the date on which the determination of Disability is made.

(c) Conviction of the Stockholder of a felony criminal offense or other crime of moral turpitude, or the event of any fraud or embezzlement against the Corporation.

(d) An Event of Bankruptcy with respect to the Stockholder. As used herein, "***Event of Bankruptcy***" is, with respect to any person: (i) an adjudication or order for relief by a State or Federal Court that such person is bankrupt or insolvent or is subject to Chapter 11 or any reorganization proceeding; or ii) the filing by such person of a voluntary petition in any State or Federal Court to be adjudicated a bankrupt or to subject such person to Chapter 11 or any reorganization proceeding; or (iii) the filing by a third party of an involuntary petition in any State or Federal Court to have such person adjudicated bankrupt or insolvent, or for an order for relief, or to subject such person to the provisions of Chapter 11 or any reorganization proceeding or to obtain the appointment of a receiver which is not dismissed within one hundred twenty (120) days of the date of the filing; or (iv) the making by such person of an assignment for the benefit of creditors.

(e) Any material breach of this Agreement by a Stockholder which is not cured within thirty (30) days after written notice of such breach is given to the Stockholder.

(f) A Change of Control in respect of a Stockholder, unless such Change of Control is approved by the other Stockholders. For purposes of this Agreement, a "***Change of Control***," in respect of any Stockholder that is an entity, means (A) any liquidation, dissolution or winding up of the Stockholder voluntary or involuntary; (B) a sale, lease, exchange, transfer, exclusive license or other disposition (including, without limitation, by merger, consolidation, or otherwise) of all or substantially all of the assets of the Stockholder to a person or group; or (C) any merger, consolidation or other business combination, or a recapitalization or refinancing of the Stockholder the result of which is that any "person" or "group" who is not now an owner of such Stockholder becomes the beneficial owner, directly or indirectly, of equity in such Stockholder entitling such person or group to exercise any portion of the total voting power of then-outstanding equity of such Stockholder in connection with the election or appointment of the Stockholder's managers, or other management.

(g) Any Stockholder resigns or terminates his or her employment or services as an independent contractor with the Corporation or is discharged by the Corporation, with or without Cause (as defined herein).

2.3. Notice of Buy Sell Event. Upon the occurrence of a Buy Sell Event, the Withdrawing Stockholder (as defined below) (or his, her or its legal representative) immediately shall give written notice (the "***Option Notice***") to the Corporation and the Remaining Stockholders, which notice shall state that an Buy Sell Event giving rise to an option to purchase the Stockholder's Capital Stock has occurred, shall describe the general nature of the event and cite to the provision in this Agreement describing the event, and shall state the date on which the Buy Sell Event occurred. If the Stockholder with respect to whom the event has occurred (or to his, her or its legal representative) ("***Withdrawing Stockholder***") does not provide the Option Notice and the Corporation or the Remaining Stockholders nevertheless learn of the occurrence of such event, such party may, but shall not be required to, provide to the other parties to this Agreement the Option Notice.

2.4. Exercise of Options. In order to exercise the option granted pursuant to Section 2.3 above, the Corporation shall deliver notice to Withdrawing Stockholder as to whether or not it chooses to exercise its option within thirty (30) days of the delivery of the Option Notice after which time the option hereby granted to the Corporation shall expire. The determination of whether the Corporation shall exercise its option to acquire Capital Stock of the Withdrawing Stockholder as the result of the occurrence of a Buy Sell Event shall be made by the Corporation's directors; provided, that the Withdrawing Stockholder, if a director, shall not vote on this issue. If the Corporation does not exercise its option to purchase the Capital Stock within the time required, the Remaining Stockholders shall thereupon have an option to acquire all, but not less than all, of the Capital Stock owned by the Stockholder with respect to whom the Buy Sell Event has occurred. The Remaining Stockholders shall deliver notice to all of the Stockholders and the Corporation as to whether or not they choose to exercise their option, such notice to be sent no later than sixty (60) days after the date of delivery of the Option Notice, after which time the option hereby granted to the Remaining Stockholders shall expire and shall have the rights to purchase such Withdrawing Stockholder's Capital Stock on a pro rata basis based on the amount of shares each such Remaining Stockholder owns over the number of shares of all Remaining Stockholders. If a Remaining Stockholder does not exercise its rights, the other Remaining Stockholders shall have the right to increase their purchase of the Withdrawing Stockholder's Capital Stock as mutually agreed between the other Remaining Stockholders

2.5. Buy Sell Events Purchase Price. Upon the exercise of the Option Notice, any purchase of Capital Stock for a Buy Sell Event shall be for a price (the "***Purchase Price***") equal to:

(a) If the Buy Sell Event is a Buy Sell Event under Sections 2.2 (a) or (b), then the Corporation's and the other Remaining Stockholder's successive options shall be to purchase the Capital Stock of such Withdrawing Stockholder to whom the Buy Sell Event occurred for a price equal to a price as follows: (A) the Withdrawing Stockholder and the Corporation (acting on behalf of all Persons who have options to purchase hereunder) shall attempt in good faith to agree on the fair market value of the Withdrawing Stockholders Capital Stock, when applicable; (B) if they are unable to agree, in writing, on the fair market value of the Capital Stock within thirty (30) days following the date of the Buy Sell Event, the fair market value shall be determined by the greater of the following, which must have occurred within six (6) months prior to the Buy Sell Event, (1) the valuation of all of the Corporation's Capital Stock at the time such Capital Stock are sold to an unaffiliated third party and a valuation is placed on the Corporation's Capital Stock; or (2) the valuation of all of the Corporation's Capital Stock at the time of a sale of Capital Stock as a result of a previous Buy Sell Event; or (C) if none of the above is applicable, fair market value of the Capital Stock shall be determined by the Agreed to Value of all Capital Stock being sold shall be the agreed to purchase price but no less than the amount of capital invested in the Corporation by the Withdrawing Stockholder. As used herein, "***Agreed to Value***" shall be determined by the formula set forth in Exhibit C.

(b) If the Buy Sell Event is a Buy Sell Event under Sections 2.2(c) through (f), then the Corporation's and the Remaining Stockholder's successive options shall be to purchase the Withdrawing Stockholder's Capital Stock for the greater of (A) the Corporation's Book Value (as determined by the Corporation's regular outside accountants) times the Capital Stock of the Withdrawing Stockholder, or (B) the amount of capital invested in the Corporation by the Withdrawing Stockholder.

I If the Buy Sell Event is a Buy Sell Event under Section 2.2(g), then the Corporation's and the Remaining Stockholder's successive options shall be to purchase the Withdrawing Stockhol'er's Capital Stock (A) if the termination of employment or services of the Stockholder is by the Corporation for Cause (as defined herein), at the Capital Stock's par value of $.001 per share, or (B) if the termination of employment or services of the Stockholder is not by the Corporation for Cause, at the price of the Withdrawing Stockhol'er's Capital Stock as determined under Section 2.5(a). Notwithstanding the foregoing, if the Buy Sell Event is a Buy Sell Event under Section 2.2(g) resulting from any resignation or any termination of Cook's employment with the Corporation prior to September 1, 2026, then the provisions of the Stock Repurchase Agreement shall apply and shall govern in the event of any conflict with the provisions of this Agreement. For the avoidance of doubt, the provisions of the Stock Repurchase Agreement and the distinction therein between "Vested" and "Unvested" shares of Capital Stock of Cook apply only in case of a Buy Sell Event under Section 2.2(g) regarding Cook. For all other purposes, including but not limited to the voting of Cook's shares of Capital Stock or a sale of the equity of the Corporation or the assets of the Corporation and any resulting distributions to be received by Stockholders there shall be no distinction between "Vested" and "Unvested" shares of Capital Stock and Cook shall be considered fully vested with regard to all of his Capital Stock.

(i) For purposes of this Agreement, "***<u>Cause</u>***" shall, with respect to an individual Withdrawing Stockholder, means (A) commission by such Withdrawing Stockholder of a willful and material act of dishonesty in the course of Withdrawing Stockholder's duties hereunder including, without limitation, an act of fraud, misappropriation or embezzlement; (B) conviction of such Withdrawing Stockholder by a court of competent jurisdiction of a crime constituting a felony or conviction in respect of any act involving fraud, dishonesty or moral turpitude; (C) such Withdrawing Stockholder's performance under the influence of illegal drugs or the abuse of legal drugs, or continued habitual intoxication, during working hours; (D) such Withdrawing Stockholder's willful and continuing refusal to perform duties and responsibilities inherent in his position with the Corporation, consisting of the Withdrawing Stockholder's refusal or intentional failure to take specific action requested that, if not taken, would be materially detrimental to the performance of Withdrawing Stockholder's overall responsibilities that are within Withdrawing Stockholder's individual control and consistent with Withdrawing Stockholder's duties and responsibilities under this Agreement or any laI(E) such Withdrawing Stockholder's material breach of this Agreement (other than as a result of illness, injury or incapacity) and failure to cure such breach within 30 days after notice thereof; or (F) such Withdrawing Stockholder's intentional misconduct or gross negligence which caused material damages to the Corporation. In the case of conduct described in (C) or (D) above that is capable of being promptly cured, in the case of the first occurrence of such conduct it shall not constitute "Cause" unless, the other Withdrawing Stockholders shall give such Withdrawing Stockholder written notice of such violation stating the conduct deemed to be Cause, and provide such Withdrawing Stockholder thirty (30) days from such notice to cure; *provided* that any future occurrences of the same conduct shall constitute "Cause" without the need to provide notice.

2.6. <u>Terms of Payment; Closing; Inability to Pay</u>. Unless otherwise specified under the terms of this Agreement, the Purchase Price for the Capital Stock under this Article II shall be paid as follows:

(a) <u>Payment in Full at Closing.</u> The buyer of Capital Stock may pay the full amount of the purchase price in cash or by certified check at the Closing (as hereinafter defined);

(b) <u>Installment Purchase.</u> Alternatively, in the event the Purchase Price is greater than $50,000, the buyer of the Capital Stock may pay, upon such other terms as the parties shall agree, or, if no agreement is reached, in installments as follows: (a) thirty three percent (33%) of the total Purchase Price shall be paid by cash or certified check at the Closing on the purchase; and (b) the balance due on the Purchase Price shall be evidenced by a promissory note, executed and delivered by the buyer and made payable to the Withdrawing Stockholder or his or her estate. The promissory note shall provide for payment of the balance in two (2) equal annual installments, with the first installment payable on the first day of the month following the first anniversary of the Closing. The unpaid principal balance of such note shall bear interest at the prime rate (the "***<u>Prime Rate</u>***") of interest as published in the <u>Wall Street Journal</u> on the Computation Date (or, if the <u>Wall Street Journal</u> is not published on such date, the most recent preceding date on which the <u>Wall Street Journal</u> was published), compounded monthly, accruing from such date through the date immediately prior to the date the final principal installment is due. The buyer shall have the right to prepay any portion or all of the balance of the purchase price at any time without penalty.

2.7. Closing. A closing shall be held for all purchases of Capital Stock under this Agreement at the offices of the Corporation, no later than on the sixtieth (60th) day following the death of the Withdrawing Stockholder or the exercise of the option to purchase the Withdrawing Stockholder's Capital Stock, as applicable, or on such other date or at such other time and place as the parties to the closing shall agree in writing (the "***Closing***"). At the Closing, the Withdrawing Stockholder or his, her or its legal representative (as the case may be) shall deliver to the buyer the Capital Stock certificate(s) evidencing the Capital Stock to be sold or redeemed, properly endorsed in blank with all transfer and excise taxes paid (and, where appropriate, the stamps affixed thereto); and in the event of death, the Withdrawing Stockholder's legal representative shall also deliver copies of his, her or its letters testamentary or authority to act on behalf of the estate, a certified copy of the deceased's will (if the Withdrawing Stockholder had a will), and a release or tax waiver from the appropriate taxing authorities that the Capital Stock transferred are not subject to taxes. The Withdrawing Stockholder or the Withdrawing Stockholder's legal representative shall warrant that the Capital Stock are transferred free and clear of all liens, encumbrances and claims. The buyer shall deliver to the seller cash or a certified check for the amount of the purchase price required to be paid at Closing and a promissory note for the balance of the purchase price, and, if the buyer is a corporation, certified copies of corporate resolutions authorizing the purchase.

Notwithstanding anything to the contrary contained in this Agreement, the Corporation shall not be required to purchase any Capital Stock or to make any payment for the purchase of any Capital Stock, to the extent that: (i) such purchase or payment would, at the time the Corporation incurs the obligation to purchase the Capital Stock, violate any applicable statute or law, or any provision of the Corporation's charter or bylaws, or any existing agreement to which the Corporation is a party; or (ii) payment would, at the time the Corporation incurs the obligation to purchase the Capital Stock, render the Corporation insolvent. If the Corporation is prevented by the terms hereby from purchasing or making a payment for any Capital Stock which it would otherwise be required to purchase or make payment for, the Corporation shall purchase so much of the Capital Stock or make so much of the required payment as it can without violating the terms hereof and shall have a continuing obligation to the Withdrawing Stockholder (or his, her or its estate) to make the remaining purchases or payments. Until the obligation to purchase or pay for the Capital Stock has been satisfied in full, the Corporation shall use its best efforts to obtain any waiver or consent or to take any other action to authorize or permit the purchase or payment required by this Agreement and shall furnish to the Withdrawing Stockholder copies of all financial statements of the Corporation not less than annually during the period in which the Corporation is unable to make any required purchase or payment.

ARTICLE III
CAPITAL CONTRIBUTIONS

3.1. Initial Capital Contributions. Contemporaneously with the execution of this Agreement, the Stockholders have each contributed cash or property to the Corporation as set forth on Exhibit D attached hereto and as maintained in the financial records of the Corporation ("***Capital Contribution***"). No interest shall be paid on any contribution to the capital of the Corporation.

3.2. Additional Funds.

(a) At such time as all of the Stockholders determine that the Corporation requires additional capital contributions for its operations or otherwise, they may by unanimous consent require that additional capital contributions be made by them (the "***Capital Call***"). The Stockholders by unanimous consent shall provide themselves with written notice (the "***Capital Call Notice***") stating the total amount of additional capital contributions needed and each Stockholder's proportion based on their shares of Capital Stock (the "***Additional Capital Contribution***"), a specified due date at least ten (10) days after the date of such Capital Call Notice (the "***Capital Due Date***"), and a brief statement confirming the need for such Additional Capital Contribution and how it will be used.

(b) Following a Capital Call Notice, each Stockholder ("***Advancing Stockholder***") shall contribute when due cash to the Corporation in an amount equal to the Additional Capital Contribution specified in the Capital Call Notice multiplied by the Stockholder's shares of Capital Stock. When an Advancing Stockholder makes his, her or its Additional Capital Contribution to the Corporation, then such Advancing Stockholder shall be credited in exchange therefor with the number of shares of Capital Stock equal to the quotient of the amount of the Additional

Capital Contribution divided by the price per share in effect on the date of this Agreement and as established by the Majority in Interest for such Capital Call.

3.3. Accredited Investor; Purchase for Own Account. Each Stockholder has knowledge and experience in financial and business matters and in making high-risk investments of this type that the Stockholder is capable of evaluating the merits and risks of the investment contemplated by this Agreement and making an informed investment decision with respect thereto. Each Stockholder has reviewed such other information regarding the Corporation and its business, operations, market potential, capitalization, financial condition and prospects, and all other matters deemed relevant by the applicable Stockholder. If a Stockholder has invested in the Corporation, the Stockholder represents that it is an "accredited investor" as such term is defined in Regulation D under the Securities Act. The Stockholder represents to the Corporation that it is purchasing shares of Capital Stock for its own account, for investment only and not with a view to, or any present intention of, effecting a distribution of such shares of Capital Stock or any part thereof except pursuant to a registration or an available exemption under applicable law. Each Stockholder acknowledges that its shares of Capital Stock have not been registered under the Securities Act or the securities laws of any state or other jurisdiction and cannot be disposed of unless they are subsequently registered under the Securities Act and any applicable state laws or exemption from such registration is available.

ARTICLE IV
MISCELLANEOUS

4.1. Amendment and Modification. This Agreement may not be amended or modified, or any provision hereof may not be waived, unless such amendment or waiver is set forth in a writing executed by (a) the Corporation and (b) a Majority in Interest of the outstanding Capital Stock; provided, however, that if any amendment adversely affects the rights of one or more classes, groups or series of Stockholders without having the same adverse effect on the rights of other Stockholders, then such class, group or series, as applicable, of Stockholders must approve any such amendment by a vote of or written consent from the holders of the affected class, group or series of Securities, each voting as a separate class, group or series of Securities. Any waiver or amendment effected in accordance with the terms hereof shall be binding upon all Stockholders and the Corporation. Upon the effectuation of each such waiver or amendment, the Corporation shall promptly give written notice thereof to the Stockholders who have not previously consented thereto in writing. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

4.2. Survival of Representations and Warranties. All representations, warranties, covenants and agreements set forth in this Agreement will survive the execution and delivery of this Agreement and the Closing Date and the consummation of the transactions contemplated hereby, regardless of any investigation made by or on behalf of the Corporation or a Stockholder.

4.3. Successors and Assigns; Entire Agreement. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and executors, administrators and heirs. This Agreement sets forth the entire agreement and understanding among the parties as to the subject matter hereof and merges and supersedes all prior discussions and understandings of any and every nature among them. Specifically, this Agreement completely amends, restates and supersedes the Original Stockholders Agreement.

4.4. Severability. In the event that any provision of this Agreement or the application of any provision hereof is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected except to the extent necessary to delete such illegal, invalid or unenforceable provision unless that provision held invalid shall substantially impair the benefits of the remaining portions of this Agreement.

4.5. Notices. All notices provided for or permitted hereunder shall be made in writing by hand-delivery, registered or certified first-class mail, telex, telecopier or air courier guaranteeing overnight delivery to the other party at the Corporation's address (or at such other address as shall be given in writing by any party to the others), or, if to the Stockholders or any of them, to their addresses as listed in the books of the Corporation. All such notices shall be deemed to have been duly given: when delivered by hand, if personally delivered; five (5) business days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if telecopied; and on the next business day, if timely delivered to an air courier guaranteeing overnight delivery.

4.6. Governing Law. The validity, performance, construction and effect of this Agreement shall be governed by and construed in accordance with the internal law of Delaware, without giving effect to principles of conflicts of law.

4.7. Headings. The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect their meaning, construction or effect.

4.8. Counterparts. This Agreement may be executed in two or more counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

4.9. Further Assurances. Each party shall cooperate and take such action as may be reasonably requested by another party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby.

4.10. Termination. Unless sooner terminated in accordance with its terms, this Agreement shall terminate on the first to occur of the following events: (a) the unanimous written consent of the Stockholders, (b) an Approved Sale of the Corporation, or (c) the closing of an initial public offering.

4.11. Remedies. In the event of a breach or a threatened breach by any party to this Agreement of its obligations under this Agreement, any party injured or to be injured by such breach, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The parties agree that the provisions of this Agreement shall be specifically enforceable, it being agreed by the parties that the remedy at law, including monetary damages, for breach of such provision will be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived.

4.12. Party No Longer Owning Securities. If a party hereto ceases to own any Securities, such party will no longer be deemed to be a Stockholder for purposes of this Agreement.

4.13. No Effect on Employment. Nothing herein contained shall confer on any Stockholder the right to remain in the employ of the Corporation or any of its subsidiaries or affiliates.

4.14. Additional Stockholders. The Corporation shall cause each person or entity hereafter becoming a holder of Capital Stock of the Corporation (whether pursuant to the exercise of stock options or otherwise) to execute a supplement to this Agreement in the form attached hereto as Exhibit B for purposes of making such person or entity a party hereto and subject to all of the terms and conditions hereof.

4.15. Bylaws Provision. Nothing in this Agreement is intended to be inconsistent with the provisions of the Bylaws of the Corporation concerning the ownership, issuance, and Transfer of Securities. In the event of any conflict or inconsistency between this Agreement and the Bylaws of the Corporation, this Agreement shall control. Nothing in this Agreement is intended to be inconsistent with the provisions of the Stock Repurchase Agreement. In the event of any conflict or inconsistency between this Agreement and the Stock Repurchase Agreement, the Stock Repurchase Agreement shall control.

4.16. Confidentiality. Each Stockholder (i) shall protect, and shall use its reasonable best efforts to cause its affiliates, owners, stockholders, directors, managers, officers, members, lenders, accountants, representatives, agents, consultants and advisors to protect, the confidentiality of all proprietary and confidential information relating to the assets and business of the Corporation, and (ii) agrees not to disclose, and to use its reasonable best efforts to cause its affiliates, owners, directors, managers, officers, members, lenders, accountants, representatives, agents, consultants and advisors not to disclose, such proprietary and confidential information to any other person; provided, however, that each such person may disclose such information to its attorneys, accountants and advisors (provided that any such disclosure is made only on a need-to-know basis and each of such persons shall also be bound by the confidentiality provisions hereof) and to the extent that such disclosure is pursuant to or in connection with (A) a subpoena or court order, (B) any investigation or audit by a governmental authority, (C) any suit or proceeding with respect to this Agreement, or (D) the filing of any tax returns. In all such cases, each such person shall disclose such information only to the extent required to fulfill such purpose or legal requirement. If any such person becomes legally compelled to disclose any such proprietary and confidential information, such person shall promptly notify the Corporation of such fact so that it may seek an appropriate remedy to prevent such production, and request the person demanding such production to allow the Corporation a reasonable period of time to seek such remedy. This provision shall survive after any Stockholder is no longer affiliated with the Corporation.

4.17. Intellectual Property Ownership. If at any time, Stockholders (either alone or with others), while performing services for the Corporation, makes, conceives, discovers or reduces to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright or similar statutes or subject to analogous protection) (herein called ***"Developments"***) that relates to the business of the Corporation or any of the products or services being developed, manufactured or sold by the Corporation or that may be used in relation therewith, such Developments and the benefits thereof shall immediately become the sole and absolute property of the Corporation and its assigns, and Stockholders shall promptly disclose to the Corporation each such Development and hereby assigns any rights Stockholders may have or acquire in the Developments and benefits and/or rights resulting therefrom to the Corporation and its assigns without further compensation and shall communicate, without cost or delay, and without publishing the same, all available information relating thereto to the Corporation. Upon the request of the Corporation, the Stockholders will execute and deliver all documents and do other acts which are or may be necessary to document such transfer or to enable the Corporation to file and prosecute applications for and to acquire, maintain, extend and enforce any and all patents, trademark registrations or copyrights under United States or foreign law with respect to any such Developments. Stockholders hereby waive and quitclaims to the Corporation any and all claims of any nature whatsoever that Stockholders now or hereafter may have for infringement of any patents resulting from any patent applications for any Developments assigned to the Corporation pursuant to this Agreement.

4.18. Non-Competition and Non-Solicitation Covenants. The restrictions contained in this Section 4.18 will apply only to Stockholders and will remain in effect throughout the term of their ownership of Shares and for a period of two (2) years following the later of the termination date of their ownership of Capital Stock in the Corporation or when such Person ceases providing services to the Corporation ("***Termination Date***"), provided that such period will be extended during which time such Stockholder and Corporation are in any litigation, arbitration, or other formal dispute procedure ("***Restricted Period***").

(a) Non-solicitation of Employees, Vendors and Consultants. Each Stockholder or owner of any Stockholder that provides services to the Corporation ("***Restricted Party***") agrees that during the Restricted Period, each Restricted Party will not directly or indirectly, through any entity owned or managed in whole or in part (ownership does not mean holding less than five percent (5%) of stock in a publicly traded company) or through or in conjunction with any family member ("**Indirectly**"), seek to, assist another to or in fact hire as an employee or engage as a consultant any employee, vendor, or consultant, or otherwise solicit or induce or attempt to solicit or induce any employee, vendor, or consultant of Corporation to cease such employee, vendor, or consultant's provision of services to Corporation. The foregoing does not include individuals responding to a general public solicitation of employment.

(b) Non-Solicitation of Customers. Each Restricted Party agrees that during the Restricted Period, each Restricted Party will not directly or Indirectly (i) solicit, divert, entice, or otherwise take away any customers, who were customers of the Corporation at the Termination Date or within 12 months prior to the Termination Date ("***Customer***") or attempt to do so; or (ii) solicit, hire, disrupt, damage, impair, disparage, or interfere with the Corporation whether by way of interfering with or disrupting Corporation's relationship with employees, customers, agents, representatives, or vendors. The foregoing does not include solicitation and sale of goods and services that were not provided by the Corporation to the Customer.

(c) Non-Disparagement. Each Restricted Party agrees that each Restricted Party will not, without prior written consent of Corporation, make any statements, written or oral, regarding the termination of this Agreement or make any statement (including to any media source) that would disrupt, impair, or affect adversely Corporation, or its employees, managers, members, officers, or directors, or place Corporation or such individuals in any negative light.

(d) Non-Competition and Non-Interference with Corporation's Business Interests. Each Restricted Party agrees that during the Restricted Period, each Restricted Party will not: (i) directly or Indirectly engage or invest in, own, manage, operate, finance, or control, consult with, participate in the ownership, management, operation, financing, or control of, consult for, be employed by, or lend its or his name to, or render services or advice to, any business or Person if such position involves rendering services or advice the same or similar as each Restricted Party provided to Corporation, that competes with the business of developing and marketing worldwide an online competitive auto racing experience, real world racing experience and league, or any business which the Corporation engages in twelve (12) months prior to the termination of their services to the Corporation or as a Restricted Party (collectively the "***Business***") within the Restricted Territory; (ii) solicit, divert, entice, or otherwise take away any Customers or attempt to do so; or (iii) disrupt, damage, impair, disparage, or interfere with the Business, whether by way of interfering with or disrupting Corporation's relationship with employees, customers, agents, contractors, representatives, or vendors. For purposes of this Agreement, "***Restricted Territory***" means, (i) within the world, (ii) if such restriction is determined to be too broad, then within the United States and Canada, (ii) if such restriction is determined to be too broad, then within the United States, (iii) if such restriction is determined to be too broad, then within five (5) miles of the location of any Customer, (iv) if such restriction is determined to be too broad, then within New Jersey, and (v) if such restriction is determined to be too broad, then Madison County, New Jersey and any county contiguous to Morris County, New Jersey.

(e) Remedies. Each Restricted Party understands that violation of this Agreement may result in immediate and irreparable injury to Corporation. Accordingly, each Restricted Party agrees that Corporation has the right to seek a temporary injunction, restraining order and/or a permanent injunction to enforce the terms of this Agreement, and to obtain any and all other legal or equitable remedies that may be available. Further, in the event a Restricted Party violates this Agreement, Restricted Party agrees to pay Corporation's costs and attorneys' fees incurred in pursuing its rights with respect to this Agreement.

(f) Severability of Covenants. Restricted Party acknowledges and agrees that the Restrictive Covenants are reasonable and valid in time and scope and in all other respects. The covenants set forth in this Agreement shall be considered and construed as separate and independent covenants. Should any part or provision of any covenant be held invalid, void or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of this Agreement. If any portion of the foregoing provisions is found to be invalid or unenforceable by a court of competent jurisdiction because its duration, the territory, the definition of activities or the definition of information covered is considered to be invalid or unreasonable in scope, the invalid or unreasonable term shall be redefined, or a new enforceable term provided, such that the intent of the Corporation and Restricted Party in agreeing to the provisions of this Agreement will not be impaired and the provision in question shall be enforceable to the fullest extent of the applicable laws.

4.19 Survival. The provision set forth in Sections 4.16, 4.17 and 4.18 shall survive after any Stockholder is no longer affiliated with or owns any Capital Stock of the Corporation.

4.20 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement may be executed by electronic signature by one or more parties and such electronic signature shall be deemed to have the same legal force and effect as an original, “wet” signature. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original “hard” copy of this Agreement.

[Signatures Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Stockholders Agreement the day and year first above written.

RACING PRODIGY, INC.
a Delaware corporation

DocuSigned by:
Matthew D. Fassnacht
By:____
C566AA44D36D447...
Matthew D. Fassnacht
Its: President

STOCKHOLDERS:

FIRST PRINCIPLES ADVISORS, LLC

DocuSigned by:
Matthew D. Fassnacht
By:____
C566AA44D36D447...
Matthew D. Fassnacht
Its: Manager

DocuSigned by:
____
4B2125D686B3483...
David K. Cook

EXHIBIT A

LIST OF CAPITAL STOCK OWNERSHIP

Stockholder	Number of Shares
First Principles Advisors, LLC	255,000
David K. Cook	245,000
TOTAL	500,000

EXHIBIT B

Racing Prodigy, Inc.

Joinder To Stockholders Agreement

THIS JOINDER TO STOCKHOLDERS AGREEMENT (this *"**Supplement**"*) is dated as of ________, 2022 between RACING PRODIGY, INC. a Delaware corporation (the *"**Corporation**"*), and ____(*"**New Stockholder**"*).

STATEMENT OF PURPOSE

The Corporation has entered into a Stockholders Agreement, among the Corporation and the Stockholders of the Corporation designated on the signature pages thereto, a copy of which has been provided to the New Stockholder (as amended or supplemented, the *"**Stockholders Agreement**"*). Pursuant to the terms of the Stockholders Agreement, the New Stockholder is required to execute this Supplement for the purposes of making such person a party to the Stockholders Agreement. The New Stockholder has agreed to execute this Supplement in consideration of the receipt of his, her or its shares of capital stock of the Corporation.

NOW, THEREFORE, the Corporation and the New Stockholder agree as follows:

1. Defined Terms. All capitalized undefined terms used in this Supplement have the meanings assigned thereto in the Stockholders Agreement.

2. Joinder of New Stockholder. The New Stockholder hereby agrees to become a party to the Stockholders Agreement with all right, title and interest as a Stockholder thereunder and subject to all of the terms and conditions thereof. The New Stockholder's notice address for purposes of the Stockholders Agreement is as set forth below.

IN WITNESS WHEREOF, the Corporation and the New Stockholder have executed this Joinder, this day of ______________, 2022.

____

By: ___________________________________

Name; Title: _______________________________

Address: __________________________________

____

RACING PRODIGY, INC.

By: ________________________________
Name: _____________________________________
Title: ______________________________________

EXHIBIT C

AGREED TO VALUE

The Agreed to Value of an Ownership Interest shall be determined as follows:

Definitions:

"Revenue" means, for any period of computation the revenue received by the Corporation.

Step 1 Determine Revenue for each of the three fiscal years ending on or prior to the Computation Date.

Step 2 Weight Revenue as follows: (If only one year of operation, use one year. If only two years of operation use two years but weight the two years equally).

Description	**Amount**	**Factor**	**Amount**
Most recent fiscal year		X3	
Second most recent fiscal year		X2	
Third most recent fiscal year		X1	
TOTAL			
Divided By:			6
Weighted Revenue			

Step 3 Multiply Weighted Revenue by 4 to determine Enterprise Value.

Step 4 Subtract all interest-bearing debt of the Corporation (this does not include accounts payable or accrued expense) as of the Computation Date from Enterprise Value to determine Capitalized Earnings Value.

Step 5 Determine the Agreed to Value by multiplying the Capitalized Earnings Value by the percentage ownership of all issued and outstanding Capital Stock of the Withdrawing Stockholder as of the Computation Date.

EXHIBIT D

INITIAL CAPITAL CONTRIBUTIONS

STOCKHOLDER	INITIAL CAPITAL CONTRIBUTION
First Principles Advisors, LLC	$510.00
David K. Cook	$490.00