HYBRID SECURITIES (HYBRID-FUTURES) CONTRACT

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SONICESONICE UK LTD (SN2) December 2021

THIS CERTIFIES THAT in exchange for the payment by [Investor Name] (the "**Investor**") of EURO € [_____________] (the "**Purchase Amount**") on or about [Date of Safe], [Company Name], Company Registration number {. . .}, a private limited company incorporated in the UK (the "**Company**"), hereby issues to the Investor the right to certain of the Company's Capital Shares equal to of subject to the terms described below.

The Company and the Investor agree that neither one has modified the form, except to fill in blanks and bracketed terms.

The "**Post-Money Valuation Cap**" is EURO € [_____________]. See **Section 2** of SAFE for certain additional defined terms.

1. Background information

SN2 is raising finance through the sale of hybrid security tokens named msc1 in accordance with European law underlying securities sales without a prospectus.
Their hybrid nature comprises two financial instruments.
A security asset one and an asset mining other.
The msc1 asset's security comprises two financial instruments.
The first, covering the equivalent to 55% of its spot value will be initially deposits of CHF in a dedicated for that reason bank account. In the future this part will be covered by underwriter-secured third-party debt.
The second, covering the equivalent to 45% will be company SAFEs.
The msc1 will be also mined based on usage. Tokens allowed by their holders to be used to cover for example, systemic needs for liquidity or the provision of trust to other entities within the Closed Loop Economies created, will be rewarded yearly with free tokens depending on the size of their holdings and the duration of the provision of the facilities.
The mechanism underlying the provision of free assets is described below.
The msc1 asset's price will be allowed to fluctuate within any given day, based on a min and a max curve deriving from historical data. To do so SN2 designed a price stabilization mechanism. This is AI based.
One of the methods used by it will be controlling the number of tokens in circulation. The AI will use the reserves of the Hellenium Foundation to distribute free or buy back tokens.
Distribution of free tokens is triggered when the price fluctuation goes above the maximum allowed curve for the day and will be given proportionally to the one's holdings using an additional multiplier that

reflects one's provision of liquidity, trustlines or market making facilities. There is no upper limit to how many these tokens can be.
Irrespective of all the above the securities have a minimum warrantied return of 6% in the first year and uncapped (no max) return.
To be noted that there will be no further msc1 sales to non-business legal entities in the future.
New msc1 will enter the circulation excluding those from the stabilization mechanism with every new entity registration. The total tokens in circulation will be always those needed for trade to happen.
Initial STO sales will be made only by the Hellenium exchange. Future sales may involve additional crypto-exchanges.
SN2 is seeking to raise a minimum of € 3.64 M and a maximum of € 10 M in this round.
SN2 will use the funding to grow its business and expand geographically.
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2. Terms & Conditions of sale

a. Any legal entity from any country can acquire msc1 with the exception of tax citizens of Algeria, Bolivia, China, Colombia, Egypt, Indonesia, Iran, India, Iraq, Nepal, North Macedonia, Turkey and Vietnam.
b. Only 150 investors per country will be allowed to buy the asset. Where a larger number of investors express in writing an interest, it will be in the discretion of SN2 to choose whom to allocate the assets to
c. Entities can invest a maximum amount depending on the country they are taxed at. SN2's legal team will determine the number of assets and advise potential investors prior to any sale.
d. Entities from most countries will be allowed to buy a minimum set at 1,000 msc1 - depending on the number of investors per country - and up to a maximum of 10,000 msc1 each unless they represent businesses, where limits are variable depending on usage
e. At the post-STO stage, individuals holding the msc1 asset and have received their salaries in msc1 for 12 consecutive months or acting as local Market Makers will be allowed to hold up to 50 times their yearly salary or yearly trade volumes equivalent, respectively, in msc1.
f. The initial price of msc1 is set to 1.82€ at the pre-sale level for up to 2 million msc1. After that period SN2 retains the right to increase its price based on demand.
g. Assets purchased during this round can be sold after 6 months, in their initial price plus 50% of their price increase through the Hellenium exchange explicitly. Asset holders will be advised by email for the time they can exercise their right to sell. Msc1 can be sold at full price, after 12 months through any participating exchange
h. In case the value of msc1 increases over the period of 12 months after purchase by more than 47.7% of its spot purchase value, owning entities may choose to either profit from its sale or exercise their SAFE right.
i. Terms and Conditions of new sales may change, 12 months after this Security Token Offering
j. Msc1 holders will be entitled to use-based mining. (i.e. provision of liquidity or trust lines to third parties where applicable). They can earn free msc1 once a year, from the reserves of the Hellenium Foundation to avoid price deterioration due to the increased quantity of msc1 in circulation. The foundation may buy back msc1 to return to its 30% holding gradually and constantly.
k. The asset's daily liquidity provision rate will be announced on our website and media.
l. After the STO phase, the number of msc1 that an entity (excluding businesses) can own, will depend on the use of it and cannot exceed 15% of the total msc1 in circulation (Hellenium Foundation's reserves excluded).
m. Depending on the assets they hold, entities will have priority in becoming market makers, which allows mining in real time instead of once in a year.
n. Holders will be able to issue personal bonds in the future.

o. The underlying law will be this of England.

3. Definitions

"Hybrid Security" is a single financial security that combines two or more different financial instruments
"Market Maker" is any entity authorised entity by SN2 to act as its agent in providing liquidity in local currencies in exchange for msc1.
"SN2" is the trade name of SoNiceSoNice UK Ltd registered in England Reg: 08406482 and VAT: 200 6614 58
"Trust Line" is a persistent entry in the Stellar ledger that trucks the limit entity A trust entity B and for how long this trust is active for. It is used to underwrite risk in exchange for tangible and intangible rewards.

SAFE (Simple Agreement for Future Equity) covering the 45% of the sale's value

1. *Events*

(a) **Equity Financing**. If there is an Equity Financing before the termination of this Safe, on the initial closing of such Equity Financing, this Safe will automatically convert into the greater of: (1) the number of Standard Preference Shares equal to the 45% Purchase Amount divided by the lowest price per share of the Standard Preference Shares; or (2) the number of Safe Preference Shares equal to the 45% Purchase Amount divided by the Safe Price.

In connection with the automatic conversion of this Safe into Standard Preference Shares or Safe Preference Shares, the Investor will execute and deliver to the Company all of the transaction documents related to the Equity Financing; *provided,* that such documents (i) are the same documents to be entered into with the purchasers of Standard Preference Shares, with appropriate variations for the Safe Preference Shares if applicable, and (ii) have customary exceptions to any drag-along applicable to the Investor, including (without limitation) limited representations, warranties, liability and indemnification obligations for the Investor.

(b) **Liquidity Event**. If there is a Liquidity Event before the termination of this Safe, this Safe will automatically be entitled (subject to the liquidation priority set forth in Section 1(d) below) to receive a portion of Proceeds, due and payable to the Investor immediately prior to, or concurrent with, the consummation of such Liquidity Event, equal to the greater of (i) the 45% Purchase Amount (the "**Cash-Out Amount**") or (ii) the amount payable on the number of Ordinary Shares equal to the 45% Purchase Amount divided by the Liquidity Price (the "**Conversion Amount**"). If any of the Company's securityholders are given a choice as to the form and amount of Proceeds to be received in a Liquidity Event, the Investor will be given the same choice, *provided* that the Investor may not choose to receive a form of consideration that the Investor would be ineligible to receive as a result of the Investor's failure to satisfy any requirement or limitation generally applicable to the Company's securityholders, or under any applicable laws.

Notwithstanding the foregoing, in connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce the cash portion of Proceeds payable to the Investor by the amount determined by its board of directors in good faith for such Change of Control to qualify as a tax-free reorganization, provided that such reduction (A) does not reduce the total Proceeds payable to such Investor and (B) is applied in the same manner and on a pro rata basis to all securityholders who have equal priority to the Investor under Section 1(d).

(c) **Dissolution Event**. If there is a Dissolution Event before the termination of this Safe, the Investor will automatically be entitled (subject to the liquidation priority set forth in Section 1(d) below) to receive a portion of Proceeds equal to the 45% Cash-Out Amount, due and payable to the Investor immediately prior to the consummation of the Dissolution Event.

(d) **Liquidation Priority**. In a Liquidity Event or Dissolution Event, this Safe is intended to operate like standard non-participating Preference Shares. The Investor's right to receive its 45% Cash-Out Amount is:

(i) Junior to payment of outstanding indebtedness and creditor claims, including contractual claims for payment and convertible promissory notes (to the extent such convertible promissory notes are not actually or notionally converted into Capital Shares);

(ii) On par with payments for other Safes and/or Preference Shares, and if the applicable Proceeds are insufficient to permit full payments to the Investor and such other Safes and/or Preference Shares, the applicable Proceeds will be distributed pro rata to the Investor and such other Safes and/or Preference Shares in proportion to the full payments that would otherwise be due; and

(iii) Senior to payments for Ordinary Shares.

The Investor's right to receive its Conversion Amount is (A) on par with payments for Ordinary Shares and other Safes and/or Preference Shares who are also receiving Conversion Amounts or Proceeds on a similar as-converted to Ordinary Shares basis, and (B) junior to payments described in clauses (i) and (ii) above (in the latter case, to the extent such payments are Cash-Out Amounts or similar liquidation preferences).

(e) **Termination**. This Safe will automatically terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this Safe) immediately following the earliest to occur of: (i) the issuance of Capital Shares to the Investor pursuant to the automatic conversion of this Safe under Section 1(a); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b) or Section 1(c).

2. ***Definitions***

"**Capital Shares**" means the shares in the capital of the Company, including, without limitation, the "**Ordinary Shares**" and the "**Preference Shares**."

"**Change of Control**" means (i) a transfer (whether by merger, consolidation, exchange or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Company's securities), of the Company's securities or Capital Shares if, after such closing, such person or group of affiliated persons would hold at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity, (ii) any reorganization, scheme of arrangement, merger, amalgamation or other consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Group Companies.

"**Company Capitalization**" is calculated as of immediately prior to the Equity Financing and (without double-counting, in each case calculated on an as-converted to Ordinary Shares basis):

- Includes all Capital Shares issued and outstanding;
- Includes all Converting Securities;
- Includes all (i) issued and outstanding Options and (ii) Promised Options; and
- Includes the Unissued Option Pool, except that any increase to the Unissued Option Pool in connection with the Equity Financing shall only be included to the extent that the number of Promised Options exceeds the Unissued Option Pool prior to such increase.

"**Converting Securities**" includes this Safe and other convertible securities issued by the Company, including but not limited to: (i) other Safes; (ii) convertible promissory notes and other convertible debt instruments; and (iii) convertible securities that have the right to convert into Capital Shares.

"**Direct Listing**" means (i) the Company's initial listing of its Ordinary Shares (other than Ordinary Shares not eligible for resale under the per country relevant Securities Act) as approved by the Company's board of directors, or (ii) any analogous listing not involving any underwritten offering of securities in any exchange located in a jurisdiction other than the UK. For the avoidance of doubt, a Direct Listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services.

"**Dissolution Event**" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (**excluding** a Liquidity Event), whether voluntary or involuntary.

"**Dividend Amount**" means, with respect to any date on which the Company pays a dividend on its outstanding Ordinary Shares, the amount of such dividend that is paid per Ordinary Share multiplied by (x) the Purchase Amount divided by (y) the Liquidity Price (treating the dividend date as a Liquidity Event solely for purposes of calculating such Liquidity Price).

"**Equity Financing**" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preference Shares at a fixed valuation, including but not limited to, a pre-money or post-money valuation.

"**Group Companies**" means the Company and the Company's subsidiaries from time to time.

"**Initial Public Offering**" means the closing of the Company's first firm commitment underwritten initial public offering of Ordinary Shares in conjunction with the listing of such Ordinary Shares on any securities exchange, which shall be deemed to have occurred upon the consummation of the listing transaction as prescribed under the listing rules of the applicable securities exchange.

"**Liquidity Capitalization**" is calculated as of immediately prior to the Liquidity Event, and (without double- counting, in each case calculated on an as-converted to Ordinary Shares basis):

- Includes all Capital Shares issued and outstanding;
- Includes all (i) issued and outstanding Options and (ii) to the extent receiving Proceeds, Promised Options;
- Includes all Converting Securities, **other than** any Safes and other convertible securities (including without limitation Preference Shares) where the holders of such securities are receiving Cash-Out Amounts or similar liquidation preference payments in lieu of Conversion Amounts or similar "as-converted" payments; and
- Excludes the Unissued Option Pool.

“**Liquidity Event**” means a Change of Control, a Direct Listing or an Initial Public Offering.

“**Liquidity Price**” means the price per share equal to the Post-Money Valuation Cap divided by the Liquidity Capitalization.

“**Options**” includes options, restricted share awards or purchases, restricted share units, share appreciation rights, warrants or similar securities, vested or unvested.

“**Ordinary Shares**” means the Company's ordinary shares.

“**Preference Shares**” means the Company's preference shares.

“**Proceeds**” means cash and other assets (including without limitation share consideration) that are proceeds from the Liquidity Event or the Dissolution Event, as applicable, and legally available for distribution.

“**Promised Options**” means promised but ungranted Options that are the greater of those (i) promised pursuant to agreements or understandings made prior to the execution of, or in connection with, the term sheet or letter of intent for the Equity Financing or Liquidity Event, as applicable (or the initial closing of the Equity Financing or the consummation of the Liquidity Event, if there is no term sheet or letter of intent), (ii) in the case of an Equity Financing, treated as outstanding Options in the calculation of the Standard Preference Shares’ price per share, or (iii) in the case of a Liquidity Event, treated as outstanding Options in the calculation of the distribution of the Proceeds.

“**Safe**” means an instrument containing a future right to Capital Shares, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations. References to “this Safe” mean this specific instrument.

“**Safe Preference Shares**” means shares of the series of Preference Shares issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the Standard Preference Shares, other than with respect to: (i) the per share liquidation preference and the initial conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; (ii) the basis for any dividend rights, which will be based on the Safe Price; and (iii) to the extent applicable, the basis for the redemption price, which will be based on the Safe Price.

“**Safe Price**” means the price per share equal to the 45% Post-Money Valuation Cap divided by the Company Capitalization.

“S**tandard Preference Shares**” means the shares of the series of Preference Shares issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

“**Unissued Option Pool**” means all Capital Shares that are reserved, available for future grant and not subject to any outstanding Options or Promised Options (but in the case of a Liquidity Event, only to the extent Proceeds are payable on such Promised Options) under any equity incentive or similar Company plan.

3. ***Company Representations***

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

(b) The execution, delivery and performance by the Company of this Safe is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company (subject to Section 3(d)). This Safe constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To its knowledge, the Company is not in violation of (i) its current constitution, (ii) any material statute, rule or regulation applicable to the Company or (iii) any material debt or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this Safe 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 debt 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 security interest, encumbrance or lien on any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this Safe, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Shares issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this Safe and to perform its obligations hereunder. This Safe constitutes 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.

(b) The Investor has been advised that the offering and issuance of this Safe and the underlying securities is not accompanied by a prospectus that is registered with the Monetary Authority of the UK and, therefore, cannot be resold unless such subsequent offer is made in compliance with the FSA. The Investor is purchasing this Safe and the securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this Safe may be amended, waived or modified by written consent of the Company and either (i) the Investor or (ii) the majority-in-interest of all then-outstanding Safes with the same "Post-Money Valuation Cap" and "Discount Rate" as this Safe (and Safes lacking one or both of such terms will be considered to be the same with respect to such term(s)), *provided that* with respect to clause (ii): (A) the Purchase Amount may not be amended, waived or modified in this manner, (B) the consent of the Investor and each holder of such Safes must be solicited (even if not obtained), and (C) such amendment, waiver or modification treats all such holders in the same manner. "Majority-in-interest" refers to the holders of the applicable group of Safes whose Safes have a total Purchase Amount greater than 50% of the total Purchase Amount of all of such applicable group of Safes.

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

(c) The Investor is not entitled, as a holder of this Safe, to vote or be deemed a holder of Capital Shares for any purpose other than tax purposes, nor will anything in this Safe be construed to confer on the Investor, as such, any rights of a Company shareholder or rights to vote for the election of directors or on any matter submitted to Company shareholders, or to give or withhold consent to any corporate action or to receive notice of meetings, until shares have been issued on the terms described in Section 1. However, if the Company pays a dividend on outstanding Ordinary Shares (that is not payable in Ordinary Shares) while this Safe is outstanding, the Company will pay the Dividend Amount to the Investor at the same time.

(d) Neither this Safe nor the rights in this Safe are transferable or assignable, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Safe and/or its rights may be assigned without the Company's consent by the Investor (i) to the Investor's estate, heirs, executors, administrators, guardians and/or successors in the event of the Investor's death or disability, or (ii) to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this Safe in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) The parties agree that this Safe (and all the rights and obligations hereunder) shall be governed by, and construed and enforced in accordance with, the laws of the UK. Each party hereby submits to the non-exclusive jurisdiction of the Courts of England.

Mining

In the new economic realities msc1 will be used as the prime unit of exchange within Closed Loop Economies (CLEs) https://bit.ly/3IYONKJ.
The notions on interest rate and inflation within these realities are absent.
Tangible benefits to the asset's holders will comprise of three parts. Free token, Reward tokens and from expected asset's price increase.
All three of them depend on asset usage. Allocation of one's holdings can be manual or AI assisted (automated). Assisted provision incur service provision fees payable monthly. These fees vary depending on the complexity of the smart contract underlying the provision and is capped to 15% of one's rewards.
Accounts will qualify for rewards in the cases of:

- provision of liquidity to cover daily trading needs of entities within these CLEs,
- the provision of an underwriting function to trading parties or
- the act of Market Making

Rewards for each case will be as following:

- For the provision of liquidity, the equivalent of |2.5%| of the daily increase of the asset in question multiplied by the amount of assets used and by the times this provision was made. This is capped at |5%|. Example: If an entity release 1000 msc1 of its holdings to assist systemic liquidity and these are used 5 times during that day while the daily increase of the value of msc1 was 2% then the holder will be entitled to 1000*0.025*5*0.02=0.5 msc1. The above is accurate only if the daily increase of the asset is positive. If the provision of liquidity happens during a day with zero or negative price increase (which is highly unlikely) then the earnings will be a standard 0.01 msc1 per 1000 units used or 3% per calendar month of the asset's negative growth.
- For the provision of an underwriting function of 1000 msc1 towards an entity within a CLE the equivalent of 1.5 msc1 of the trust line per 30 calendar days.
- For the act of Market Making the equivalent of 0.5% of the amount exchanged.

Free tokens distribution will be offered proportionally to an entity's holdings using a multiplier that reflects the entity's contribution to the system. Holders will be able to add these tokens to their provision facilities but will not be able to sell them for a period of 90 calendar days
During this period the Hellenium foundation will be able to buy them back if needed at the closing price of the day the assets were distributed. This is necessary in order for the Hellenium Foundation reserves to be at a certain level for the stabilization mechanism to function.
After the period of 90 calendar days holders will be allowed to freely sell these assets.
Idle account acting similarly to money in a safe deposit will be highly discouraged and will not be considered for any of the reward allocations, other than the asset's price increase.

EIS – Applicable to UK taxed entities

UK taxed entities including newly formed ones will be able to invest in msc1 and benefit from EIS SN2's status.
EIS is a UK government initiative which encourage innovation by granting private investors a significant tax break when investing in early-stage companies.
Taxpayers can claim tax relief of 30% on investments of up to £1 million (or up to £2 million if the money is invested in knowledge-intensive companies). Investors In addition to the tax credit, the EIS also eliminates the capital gains tax on those shares when the individual decides to sell said shares.
Interested investors can purchase shares of the qualifying companies from them directly or through an EIS fund.
Seeing EIS as a security instrument means that for entities taxed in the UK, the total coverage in investing in msc1 exceeds the 136% !

For more info about the EIS one may visit https://www.investopedia.com/terms/e/enterprise-investment-scheme-eis.asp

(*Signature page follows*)

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

[**COMPANY NAME**]

By:______________________________

[*name*]

[*title*]

Address:______

____

Email:__

INVESTOR:

By: ______

Name:_

Title:__

Address:______

____

Email:__________________________________