THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SUCH LAWS AND THE TERMS HEREOF AND OF THE CERTIFICATE OF INCORPORATION AND BYLAWS (AS DEFINED HEREIN). THE SECURITIES OFFERED HEREBY ARE HIGHLY SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK, INCLUDING THE RISK OF LOSS OF AN INVESTOR'S ENTIRE INVESTMENT.

SUBSCRIPTION AGREEMENT

X3Fintech Inc.
10 Adelaide St. E
Toronto, ON

Ladies and Gentlemen:

This Subscription Agreement (this "**Agreement**") is made and entered into as of the date set forth on the signature page hereto, by and between **X3Fintech Inc.**, a Delaware corporation (the "**Company**" or the "**Issuer**"), and the undersigned subscriber identified on the signature page hereto (the "**Subscriber**" provided, that for an investment made through an Individual Retirement Account (an "**IRA**"), the "**Subscriber**" shall mean the individual for whose benefit the IRA is maintained (the "**IRA Holder**"), and the signature page must include an acknowledgment from the IRA custodian or trustee (the "**IRA Custodian/Trustee**")). The Company and the Subscriber are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." For the avoidance of doubt, (a) if the Subscriber is investing through an IRA, the Subscriber must obtain and deliver a completed IRA Custodian/Trustee Acknowledgment in the form attached hereto as **Appendix C** (the "**IRA Custodian/Trustee Acknowledgment**"), and (b) if the Subscriber is a trust or is investing through a trust, the trustee must execute and deliver a Trustee Self-Certification in the form attached hereto as **Appendix D** (the "**Trustee Self-Certification**").

The Company is conducting a best-efforts private placement offering (the "**Offering**") of a minimum of 1,000,000 shares of Series A Preferred Stock, par value $0.0001 per share, of the Company (each, a "**Share**" and collectively, the "**Shares**"), together with warrants to purchase at least 100,000 shares of Common Stock, par value $0.0001 per share, of the Company (each, a "Warrant" and collectively, the "Warrants"), at a purchase price of $5.00 per Share (and accompanying Warrant), for minimum aggregate gross proceeds of $5,000,000.00 (the "**Minimum Offering Amount**"), and a maximum of 3,000,000 Shares and 300,000 Warrants for maximum aggregate gross proceeds of $15,000,000.00 (the "**Maximum Offering Amount**"), pursuant to that certain Confidential Private Placement Memorandum of the Company (as amended, restated, or supplemented from time to time, the "**Memorandum**"). Each Subscriber shall receive Warrants to purchase a number of shares of Common Stock equal to ten percent (10%) of the number of Shares purchased by such Subscriber. The Offering is being conducted in reliance on exemptions from registration under Section 4(a)(2) of the Securities Act of 1933, as amended (the "**Securities Act**"), and Rule 506(c) of Regulation D promulgated thereunder ("**Regulation D**"), and applicable state securities laws. The Company is managed by its Board of Directors in accordance with the Delaware General Corporation Law and the Company's Amended and Restated Certificate of Incorporation and Bylaws.

NOW, THEREFORE, in consideration of the foregoing recitals and 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 agree as follows:

1. Subscription for Shares

1.1 Subscription. Subject to the terms and conditions of this Agreement, the Subscriber hereby irrevocably subscribes for and agrees to purchase from the Company (a) the number of Shares set forth on the signature page hereto (the "**Subscribed Shares**") at a purchase price of $5.00 per Share (the "**Per Share Price**"), and (b) Warrants to purchase a number of shares of Common Stock equal to ten percent (10%) of the number of Subscribed Shares (each such Warrant, a "Subscribed Warrant" and collectively, the "Subscribed Warrants"), for an aggregate purchase price equal to the product of the Per Share Price multiplied by the number of Subscribed Shares (the

"**Subscription Amount**"). The Subscribed Shares and the Subscribed Warrants (and the shares of Common Stock issuable upon exercise of the Subscribed Warrants) are collectively referred to herein as the "**Securities**." The Subscription Amount constitutes the aggregate consideration for both the Subscribed Shares and the Subscribed Warrants, and no separate purchase price is allocated to the Subscribed Warrants.

1.2 Minimum Investment. The minimum subscription amount is $25,000.00, representing 5,000 Subscribed Shares and 500 Subscribed Warrants. Any amount in excess thereof shall be in increments of $25,000.00; provided, however, that the Company may waive the minimum investment amount (and minimum increment requirement) in its sole and absolute discretion.

1.3 Acceptance or Rejection of Subscription. The Subscriber acknowledges and agrees that this Agreement constitutes an irrevocable offer to purchase the Subscribed Shares and may not be revoked, withdrawn, terminated, or cancelled by the Subscriber for any reason, including any change in personal circumstances, market conditions, or new information regarding the Company. The Company may, in its sole and absolute discretion, accept or reject this subscription, in whole or in part, for any reason or for no reason, and no subscription shall be deemed accepted until the Company has countersigned this Agreement and the Subscriber's Subscription Amount has been received in a non-interest-bearing, segregated company account maintained by the Company. If the subscription is rejected (in whole or in part), the Subscription Amount (or the rejected portion thereof) shall be promptly returned to the Subscriber without interest or deduction (other than any applicable wire transfer fees), and this Agreement shall thereupon be of no further force or effect with respect to the rejected portion.

1.4 Best-Efforts Offering; No Minimum Commitment. The Offering is being conducted directly by the Company without the involvement of any broker-dealer, placement agent, or underwriter. The Subscriber acknowledges that the Offering is being conducted on a best-efforts basis and that no underwriter, placement agent, or other person has made a firm commitment to purchase any Shares, and there can be no assurance that all or any portion of the Shares will be sold.

2. Purchase Price and Payment Terms

2.1 Payment of Subscription Amount. Concurrently with the execution and delivery of this Agreement, the Subscriber shall deliver the full Subscription Amount to a non-interest-bearing, segregated bank account maintained by the Company (the "**Segregated Account**") by wire transfer of immediately available U.S. dollars in accordance with the payment instructions provided through the online investment platform operated by Revestio Ltd. (the "**Revestio Platform**").

2.2 Segregated Account Mechanics. All Subscription Amounts received from subscribers shall be held in the Segregated Account until subscriptions for at least the Minimum Offering Amount have been received and accepted by the Company. The Segregated Account shall be non-interest-bearing, and no interest shall accrue for the benefit of any subscriber on any Subscription Amounts held therein. If the Minimum Offering Amount is not raised on or before the termination date of the Offering, all Subscription Amounts will be promptly returned to subscribers without interest or deduction (other than any applicable wire transfer fees). Upon receipt and acceptance of subscriptions for at least the Minimum Offering Amount, the Company may conduct an initial closing (the "**Initial Closing**") and begin to use the offering proceeds for the purposes described in the Memorandum. Thereafter, the Company may conduct additional closings on a rolling basis as additional subscriptions are accepted and subscription funds are received (each closing, including the Initial Closing, a "**Closing**" and the date of any such Closing, a "**Closing Date**").

2.3 Issuance of Shares and Warrants. Upon acceptance of the Subscriber's subscription and the applicable Closing, the Company shall issue to the Subscriber (a) the number of Subscribed Shares corresponding to the Subscription Amount, and (b) the Subscribed Warrants, in the form of warrant attached hereto as **Appendix E** (the "Form of Warrant"), and the Company's books and records shall be updated to reflect the Subscriber's ownership of such Subscribed Shares and Subscribed Warrants as of the applicable Closing Date.

2.4 Onboarding Through the Revestio Platform. The Subscriber acknowledges and agrees that, in order to participate in the Offering, the Subscriber must complete the investor onboarding process through the Revestio Platform, including identity verification, accredited investor verification, "know-your-customer" ("**KYC**") and anti-money laundering ("**AML**") screening, and execution of this Agreement and any related onboarding documentation.

3. Representations, Warranties, and Covenants of the Subscriber

The Subscriber represents, warrants, covenants, and agrees as of the date hereof and as of each applicable Closing Date on its subscription, as follows:

3.1 Authority; Due Authorization; Enforceability. If the Subscriber is an entity, the Subscriber is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, and has full power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby. If the Subscriber is a natural person, the Subscriber has reached the age of majority in his or her jurisdiction of residence and has the legal capacity to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by the Subscriber have been duly authorized by all necessary action on the part of the Subscriber, and this Agreement constitutes the legal, valid, and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity.

3.2 No Conflicts. The execution, delivery, and performance of this Agreement by the Subscriber, and the consummation by the Subscriber of the transactions contemplated hereby, do not and will not (a) violate or conflict with any provision of the Subscriber's organizational documents (if applicable); (b) violate any applicable law, statute, rule, regulation, order, judgment, or decree to which the Subscriber is subject; or (c) result in a breach or default under any contract or other instrument to which the Subscriber is a party or by which the Subscriber or its assets are bound.

3.3 Accredited Investor Status. The Subscriber is an "**accredited investor**" as that term is defined in Rule 501(a) of Regulation D, and the Subscriber has accurately and truthfully completed the Accredited Investor Questionnaire attached hereto as **Appendix B** and the verification materials provided by the Company through the Revestio Platform. The Subscriber acknowledges that the Company is required to take, and is taking, reasonable steps to verify that each purchaser of Shares is an accredited investor in accordance with Rule 506(c) of Regulation D, and the Subscriber agrees to cooperate with such verification, including by providing such documentation as the Company may request in accordance with **Appendix A** (Accredited Investor Verification Instructions), which may include W-2s, tax returns, bank and brokerage statements, credit reports, or written confirmation from a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant that such professional has taken reasonable steps to verify accredited investor status within the prior three months.

3.4 Investment Intent; No Distribution. The Subscriber is acquiring the Securities solely for the Subscriber's own account, for investment purposes only, and not with a view to, or for resale in connection with, any distribution thereof in violation of the Securities Act or any applicable state securities laws. The Subscriber has no present intention of selling, granting any participation in, or otherwise distributing the Securities in violation of the Securities Act or any applicable state securities laws, and the Subscriber has no contract, undertaking, agreement, or arrangement with any person to sell, transfer, or grant participation to such person or any third person with respect to any of the Securities.

3.5 Restrictions on Transfer. The Subscriber understands and acknowledges that (a) the Securities have not been registered under the Securities Act or any applicable state securities laws and are being offered and sold in reliance on exemptions from such registration requirements; (b) the Securities are "restricted securities" within the meaning of Rule 144 under the Securities Act; (c) the Securities may not be offered, sold, pledged, hypothecated, or otherwise transferred except pursuant to an effective registration statement under the Securities Act or pursuant to an available exemption from such registration and in compliance with all applicable state securities laws and the transfer restrictions set forth in the Amended and Restated Certificate of Incorporation and Bylaws, the Form of Warrant, and this Agreement; (d) the Company does not intend to register the Securities and the Subscriber has no registration rights with respect to the Securities; (e) all transfers of Securities require the prior approval of the Board of Directors, which the Board of Directors may withhold in its sole and absolute discretion.

3.6 No Public Market; Illiquidity; Holding Period. The Subscriber understands that there is no public trading market for the Shares, and as such, that there can be no assurance that the Subscriber will be able to sell the Subscribed Shares at any time or at any particular price. The Subscriber must be prepared to bear the economic risk of an investment in the Subscribed Shares for an indefinite period of time.

3.7 Access to Information; Sophistication. The Subscriber acknowledges that it has received and carefully reviewed the Memorandum, including the exhibits thereto (including the Amended and Restated Certificate of Incorporation, Bylaws, and Certificate of Designation of Series A Preferred Stock), this Agreement, the Form of Warrant, and such other information regarding the Company, the Offering, and the Securities as the Subscriber has deemed necessary or appropriate to evaluate the merits and risks of an investment in the Securities. The Subscriber has been afforded the opportunity to ask questions of, and receive satisfactory answers from, representatives of the Company concerning the terms and conditions of the Offering, the business, financial condition, prospects, and other matters relating to the Company, and to obtain such additional information as the Subscriber has requested. The Subscriber, either alone or together with its purchaser representative(s) and other professional advisers, has such knowledge, sophistication, and experience in financial, tax, and business matters as to be capable of evaluating the merits and risks of an investment in the Securities, and the Subscriber is able to bear the economic risk of such investment, including a complete loss of the Subscriber's entire investment.

3.8 No Reliance on Forward-Looking Statements. The Subscriber acknowledges that the Memorandum contains forward-looking statements, projections, and target return information (including a non-binding annual distribution target of 7.5% and a targeted annualized return of approximately 7.5%), all of which are subject to substantial risks and uncertainties, are not guarantees, and may not be achieved. The Subscriber is not relying upon any such forward-looking statements, projections, or targets in making its investment decision, and the Subscriber understands that actual results may differ materially from those projected or targeted.

3.9 No Registration; No Governmental Review. The Subscriber understands that no federal or state securities commission or other governmental authority has approved, disapproved, endorsed, or recommended the Offering or passed upon the accuracy or adequacy of the Memorandum or the Subscribed Shares, and any representation to the contrary is unlawful.

3.10 Risk Factors. The Subscriber has carefully reviewed and understands the risk factors set forth in the Memorandum.

3.11 Tax Matters. The Subscriber understands that the Company is a C corporation for U.S. federal income tax purposes and that, accordingly, the Company will be subject to federal income tax at the corporate level on its taxable income. The Subscriber further understands that any distributions made by the Company to stockholders will generally be treated as dividends to the extent of the Company's current and accumulated earnings and profits and will be taxable to the Subscriber at applicable dividend tax rates, resulting in potential "double taxation" of corporate income. The Subscriber has consulted, or has had the opportunity to consult, with its own tax advisers regarding the tax consequences of an investment in the Subscribed Shares.

3.12 ERISA. If the Subscriber is, or is acting on behalf of, an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or any entity whose underlying assets are deemed to include "plan assets" (each, a "**Benefit Plan Investor**"), the Subscriber represents that (a) its acquisition and holding of the Subscribed Shares satisfy the applicable fiduciary requirements of ERISA and the Code (including the prudence and diversification requirements), (b) such acquisition and holding will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and (c) the Subscriber has consulted with its own legal, tax, and ERISA advisers regarding the suitability of the investment.

3.13 No General Solicitation Reliance. Notwithstanding that the Offering is being made pursuant to Rule 506(c) of Regulation D and may involve general solicitation, the Subscriber's decision to invest in the Subscribed Shares is based solely on the information contained in the Memorandum and the Subscriber's own independent investigation and evaluation, and not on any general solicitation or general advertising.

3.14 Anti-Money Laundering; OFAC. The Subscriber represents that (a) the Subscription Amount was not and is not directly or indirectly derived from activities that contravene U.S. federal, state, or international laws or regulations, including anti-money laundering laws and regulations; (b) the Subscriber is not, and is not acting on behalf of, a person or entity named on the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") list of Specially Designated Nationals and Blocked Persons or any other applicable sanctions list; and (c) the Subscriber is not a person or entity resident in, or organized or chartered under the laws of, a jurisdiction subject to comprehensive U.S. economic sanctions.

3.15 Confidentiality. The Subscriber agrees to keep the Memorandum, this Agreement, and all other information furnished to the Subscriber by or on behalf of the Company in connection with the Offering (collectively, the "**Confidential Information**") strictly confidential, and shall not, without the prior written consent of the Company, disclose, reproduce, divulge, summarize, or distribute any Confidential Information, in whole or in part, to any person or entity other than the Subscriber's directors, officers, employees, partners, stockholders, agents, advisers, and representatives who (i) have a need to know such information for the sole purpose of evaluating the investment in the Shares and (ii) are informed of, and bound by, confidentiality obligations at least as restrictive as those set forth herein.

3.16 Reliance. The Subscriber acknowledges that the Company and the Revestio Ltd. are relying upon the truth and accuracy of the foregoing representations, warranties, covenants, and agreements (and upon the information provided by the Subscriber in connection with the Subscriber's onboarding through the Revestio Platform, including the accredited investor questionnaire) in determining the availability of exemptions from registration under the Securities Act and applicable state securities laws and the suitability of the Subscriber as an investor in the Company. The Subscriber agrees to promptly notify the Company in writing if any such representation or warranty becomes untrue or inaccurate prior to the applicable Closing.

3.17 Investment Company Act. The Subscriber acknowledges and understands that (a) the Company is not currently registered as an "investment company" under the Investment Company Act of 1940, as amended (the "**Investment Company Act**"), and is conducting its operations and affairs so as not to be required to register as an investment company thereunder, and (b) the Company does not intend to register as an investment company under the Investment Company Act. The Subscriber further acknowledges that, as a result, the Subscriber will not be afforded the protections provided to investors in investment companies registered under the Investment Company Act, including certain governance, disclosure, and operational requirements.

3.18 No Broker Compensation. The Subscriber acknowledges that no commission, discount, finder's fee, or other similar remuneration or compensation has been or will be paid, directly or indirectly, to the Subscriber in connection with the offer, sale, or purchase of the Subscribed Shares.

3.19 Bad Actor Disqualification. The Subscriber represents that neither the Subscriber nor any person or entity that would be deemed a beneficial owner of more than twenty percent (20%) of the Subscribed Shares (each, a "**Significant Owner**") is subject to any disqualifying event described in Rule 506(d)(1) of Regulation D (a "**Disqualifying Event**"). Without limiting the foregoing, the Subscriber represents that neither the Subscriber nor any Significant Owner has: (a) been convicted, within ten (10) years before the date hereof (or five (5) years, in the case of the Company, its predecessors, and affiliated issuers), of any felony or misdemeanor in connection with the purchase or sale of any security, involving the making of any false filing with the SEC, or arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities; (b) been subject to any order, judgment, or decree of any court of competent jurisdiction, entered within five (5) years before the date hereof, that, at the time of the applicable Closing, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice in connection with the purchase or sale of any security, involving the making of any false filing with the SEC, or arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities; (c) been subject to a final order of a state securities commission (or an agency or officer of a state performing like functions), a state authority that supervises or examines banks, savings associations, or credit unions, a state insurance commission (or an agency or officer of a state performing like functions), an appropriate federal banking agency, the U.S. Commodity Futures Trading Commission, or the National Credit Union Administration, that (i) at the time of the applicable Closing, bars the person from association with an entity regulated by such commission, authority, agency, or officer, or from engaging in the business of securities, insurance, or banking, or engaging in savings association or credit union activities, or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct and was entered within ten (10) years before the date hereof; (d) been subject to an order of the SEC entered pursuant to Section 15(b) or 15B(c) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or Section 203(e) or 203(f) of the Investment Advisers Act of 1940, as amended, that, at the time of the applicable Closing, suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, or investment adviser, places limitations on the activities, functions, or operations of such person, or bars such person from being associated with any entity or from participating in the offering of any penny stock; (e) been subject to any order of the SEC entered within five (5) years before the date hereof that, at the time of the applicable Closing, orders the person to cease and desist from committing or causing a violation or future violation of any scienter-based anti-fraud provision of the federal securities laws or Section 5 of the Securities Act; (f) been suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade; (g) filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years before the date hereof, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, at the time of the applicable Closing, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or (h) been subject to a United States Postal Service false representation order entered within five (5) years before the date hereof, or is, at the time of the applicable Closing, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

3.20 Bad Actor Notification Covenant. The Subscriber agrees to promptly notify the Company in writing if the Subscriber or any Significant Owner becomes subject to a Disqualifying Event at any time after the date hereof. In the event of any such Disqualifying Event, the Subscriber agrees to cooperate with the Company in good faith to (a) provide such documentation as the Company may reasonably request related to any such Disqualifying Event, and (b) implement such remedial measures as the Company may reasonably require to address the Subscriber's changed circumstances so that such changed circumstances will not adversely affect the Company's ongoing or future reliance on the exemption from registration provided by Rule 506 of Regulation D. The Subscriber acknowledges that such remedial measures may include, without limitation, the waiver of all or a portion of the Subscriber's voting or other rights, the Subscriber's removal from the Company's books and records as a stockholder, or the Subscriber's disposition of all or a portion of its Subscribed Shares. The Subscriber further acknowledges that the Company may periodically request assurance that the Subscriber has not become subject to a Disqualifying Event.

3.21 Non-U.S. Subscribers. If the Subscriber is not domiciled in the United States, the Subscriber hereby makes the following additional representations and warranties: (a) the subscription for and purchase of the Subscribed Shares are permitted by the laws and regulations of the Subscriber's jurisdiction of domicile, and the Subscriber has obtained any required governmental or regulatory consents, approvals, or authorizations; (b) it is the Subscriber's sole responsibility to ensure that the purchase of the Subscribed Shares complies with all applicable foreign laws, rules, and regulations, including, without limitation, foreign exchange and tax regulations applicable to the Subscriber; (c) the Subscribed Shares have not been registered under any non-U.S. securities laws and are being offered solely in compliance with applicable U.S. securities laws; (d) the Subscriber is acquiring the Subscribed Shares for its own account and not with a view to, or for resale in connection with, any distribution of such Subscribed Shares in any jurisdiction outside the United States; (e) the Company has not provided, and will not provide, any advice regarding tax implications applicable to the Subscriber in connection with the purchase of the Subscribed Shares, and the Subscriber has consulted with its own tax advisers regarding any tax liabilities that may arise from the investment and has independently assessed any tax consequences in its jurisdiction of domicile; (f) the Subscriber is not on any restricted or prohibited persons lists maintained by the regulatory authorities of its jurisdiction of domicile and is not subject to sanctions imposed by any governmental or regulatory authority; and (g) the Subscriber agrees to provide any additional information required by the Company or the Platform to comply with anti-money laundering, sanctions, or other similar regulatory requirements applicable in the Subscriber's jurisdiction of domicile.

3.22 Data Privacy. The Subscriber represents and warrants that all personal data provided to the Company or the Platform by or on behalf of the Subscriber has been and will be provided in accordance with all applicable laws and regulations, including, without limitation, those relating to privacy, data protection, or the use of personal data. The Subscriber shall ensure that any personal data that the Subscriber provides is accurate and up to date, and the Subscriber shall promptly notify the Company if the Subscriber becomes aware that any such data is no longer accurate or up to date. The Subscriber acknowledges that the Company, the Platform, and their respective delegates, agents, and service providers may collect, store, use, transfer, and otherwise process the Subscriber's personal data (including transferring such data outside of the United States) in connection with the administration of the Subscriber's investment in the Company and compliance with applicable laws and regulations, and the Subscriber hereby consents to such collection, storage, use, transfer, and processing.

3.23 No Investment Advice. The Subscriber confirms that it is not relying, and has not relied, on any communication (whether written or oral) of the Company or the Platform, or any of their respective affiliates, officers, directors, employees, agents, or representatives as investment advice or as a recommendation to purchase the Subscribed Shares. The Subscriber understands that information and explanations related to the terms and conditions of the Subscribed Shares and the Offering provided by the Company or the Platform, or any of their respective affiliates shall not be considered investment advice or a recommendation to purchase the Subscribed Shares, and that neither the Company nor the Platform, nor any of their respective affiliates is acting or has acted as an adviser to the Subscriber in deciding to invest in the Subscribed Shares. The Subscriber has made its own independent decision to subscribe for the Subscribed Shares based on its own judgment and upon advice from such legal, tax, financial, and other advisers as it has deemed necessary.

3.24 Continuous Representations. The Subscriber agrees that the Subscriber's representations, warranties, covenants, agreements, and acknowledgments set forth in this Agreement are continuous in nature and shall remain in full force and effect for so long as the Subscriber holds any Subscribed Shares. If the Subscriber makes any additional capital contributions to the Company or acquires any additional Shares at any time, such additional investment shall be governed by the representations, warranties, covenants, agreements, and acknowledgments set forth in this Agreement, and the act of making any such additional investment shall be deemed to be a reaffirmation of such representations, warranties, covenants, agreements, and acknowledgments as of the date of such additional investment.

3.25 IRA Subscribers. If the Subscriber is subscribing for the Subscribed Shares through an individual retirement account or similar tax-advantaged retirement account (an "**IRA**"), the Subscriber, as the IRA Holder, represents and confirms that: (a) it has directed the IRA Custodian/Trustee to execute the IRA Custodian/Trustee Acknowledgment appended hereto as **Appendix C** on behalf of the IRA; (b) it has signed the signature page hereto to indicate that the IRA Holder has reviewed, directed, and certified to the accuracy of the representations and warranties made herein with respect to the IRA and the IRA Holder; (c) it has obtained and delivered (or will deliver concurrently with this Agreement) a completed and duly executed IRA Custodian/Trustee Acknowledgment from the applicable IRA Custodian/Trustee; and (d) it understands that the IRA Custodian/Trustee Acknowledgment is a required ancillary document, and that failure to deliver a completed IRA Custodian/Trustee Acknowledgment may result in rejection of the subscription or delay in the applicable Closing.

3.26 Trust Subscribers. If the Subscriber is a trust or is subscribing for the Subscribed Shares through a trust, the Subscriber represents and confirms that: (a) the trustee of such trust has executed and delivered (or will deliver concurrently with this Agreement) a completed Trustee Self-Certification in the form appended hereto as **Appendix D**; (b) the trustee has full power and authority under the governing trust instrument to execute this Agreement and to make the investment contemplated hereby on behalf of the trust; and (c) the Subscriber understands that the Trustee Self-Certification is a required ancillary document, and that failure to deliver a completed Trustee Self-Certification may result in rejection of the subscription or delay in the applicable Closing.

4. Representations and Warranties of the Issuer

The Company represents and warrants to the Subscriber, as of the date hereof and as of the applicable Closing Date, as follows:

4.1 Organization and Good Standing. The Company is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Delaware, with full corporate power and authority to own its properties, conduct its business as described in the Memorandum, and perform its obligations under this Agreement.

4.2 Authorization and Enforceability. The Company has all requisite corporate power and authority to execute, deliver, and perform this Agreement and to issue and sell the Subscribed Shares and the Subscribed Warrants in accordance with the terms hereof. The execution, delivery, and performance of this Agreement, and the issuance and sale of the Subscribed Shares and the Subscribed Warrants, have been duly authorized by all necessary corporate action on the part of the Company. This Agreement, when duly executed and delivered by the Company and accepted with respect to the Subscriber, will constitute the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity.

4.3 Valid Issuance of Securities. The Subscribed Shares, when issued, sold, and delivered against payment therefor in accordance with the terms of this Agreement, will be duly authorized, validly issued, fully paid, and nonassessable, and the Subscriber, upon payment of the Subscription Amount and acceptance of this subscription by the Company, will become a stockholder of the Company with the rights and obligations set forth in the Amended and Restated Certificate of Incorporation, Bylaws, and Certificate of Designation of Series A Preferred Stock. The Subscribed Warrants, when issued and delivered at the applicable Closing in accordance with the terms of this Agreement and the Form of Warrant, will constitute legal, valid, and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity, and the shares of Common Stock issuable upon exercise thereof have been duly reserved for issuance and, when issued upon exercise in accordance with the terms of the Form of Warrant, will be duly authorized, validly issued, fully paid, and nonassessable.

4.4 Exemption from Registration. Subject to the accuracy of the Subscriber's representations and warranties set forth in Section 3 and the truth of the information provided by the Subscriber through the Revestio Platform, the offer, sale, and issuance of the Subscribed Shares and the Subscribed Warrants to the Subscriber will be exempt from the registration requirements of the Securities Act pursuant to Section 4(a)(2) thereof and Rule 506(c) of Regulation D and from the registration or qualification requirements of applicable state securities laws.

4.5 No Conflicts. The execution, delivery, and performance of this Agreement by the Company, and the consummation by the Company of the transactions contemplated hereby, do not and will not (a) violate or conflict with any provision of the Company's Amended and Restated Certificate of Incorporation, Bylaws, or Certificate of Designation of Series A Preferred Stock; (b) violate any applicable law, statute, rule, regulation, order, judgment, or decree to which the Company is subject; or (c) result in a material breach or default under any material contract or other instrument to which the Company is a party or by which the Company or its assets are bound.

4.6 Capitalization. The authorized, issued, and outstanding capital stock of the Company as of the date hereof (and as of the applicable Closing Date, after giving effect to the issuance of the Subscribed Shares and the Subscribed Warrants at such Closing) is as set forth in the Memorandum. All outstanding shares of capital stock of the Company have been duly authorized, validly issued, fully paid, and are nonassessable. Except as disclosed in the Memorandum, there are no outstanding options, warrants, rights, agreements, or commitments to which the Company is a party or which are binding upon the Company providing for the issuance or redemption of any of its capital stock. Except as disclosed in the Memorandum, there are no outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to the Company.

4.7 Memorandum Disclosure. Except as qualified by the cautionary statements regarding forward-looking statements and the risk factors set forth therein, the Memorandum, taken as a whole and as of its date, did not contain any untrue statement of a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representation or warranty with respect to any forward-looking statements, projections, or target returns set forth in the Memorandum.

5. Conditions to Closing

5.1 Conditions to the Company's Obligations. The obligation of the Company to issue and sell the Subscribed Shares and the Subscribed Warrants to the Subscriber at the applicable Closing is subject to the satisfaction (or waiver by the Company in its sole discretion) of the following conditions: (a) the representations and warranties of the Subscriber contained in this Agreement shall be true and correct in all material respects as of the date hereof and as of such Closing Date; (b) the Subscriber shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Subscriber on or prior to such Closing Date; (c) the Subscriber shall have delivered the full Subscription Amount to the Segregated Account in accordance with Section 2; (d) the Subscriber shall have completed the onboarding process through the Revestio Platform, including identity verification, accredited investor verification, and KYC and AML screening, to the satisfaction of the Company and the Platform; (e) the Company shall have countersigned this Agreement and accepted the Subscriber's subscription, in whole or in part, in its sole and absolute discretion; (f) with respect to the Initial Closing only, subscriptions for at least the Minimum Offering Amount shall have been received and accepted by the Company; (g) if the Subscriber is investing through an IRA, the Subscriber shall have delivered a completed and duly executed IRA Custodian/Trustee Acknowledgment; (h) if the Subscriber is a trust or is investing through a trust, the trustee shall have delivered a completed and duly executed Trustee Self-Certification; and (i) no statute, rule, regulation, executive order, decree, ruling, or injunction shall have been enacted, entered, promulgated, or endorsed by any court or governmental authority of competent jurisdiction that prohibits the consummation of the transactions contemplated hereby.

5.2 Conditions to the Subscriber's Obligations. The obligation of the Subscriber to purchase and pay for the Subscribed Shares and to accept the Subscribed Warrants at the applicable Closing is subject to the satisfaction (or waiver by the Subscriber) of the following conditions: (a) the representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects as of the date hereof and as of such Closing Date; (b) the Company shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Company on or prior to such Closing Date; and (c) the Company shall have delivered to the Subscriber duly executed Subscribed Warrants in the Form of Warrant.

6. Restrictive Legends

6.1 Securities Act Legend. The Subscriber understands and agrees that each certificate (if any) representing the Subscribed Shares or the Subscribed Warrants (or the shares of Common Stock issuable upon exercise thereof), and any account statement or other ownership record reflecting the Subscriber's ownership of the Securities, shall bear (or be deemed to bear) a legend substantially in the following form, in addition to any other legend required by applicable state securities laws or the Amended and Restated Certificate of Incorporation, Bylaws, and Certificate of Designation of Series A Preferred Stock:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. SUCH SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE TRANSFER RESTRICTIONS SET FORTH IN THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION , BYLAWS, AND CERTIFICATE OF DESIGNATION OF SERIES A PREFERRED STOCK OF THE ISSUER, AS THE SAME MAY BE AMENDED, RESTATED, OR SUPPLEMENTED FROM TIME TO TIME. THE ISSUER MAY REQUIRE AN OPINION OF COUNSEL, SATISFACTORY TO THE ISSUER, AS TO COMPLIANCE WITH THE FOREGOING REQUIREMENTS PRIOR TO ANY TRANSFER."

7. Market Stand-Off

7.1 Market Stand-Off Restriction. The Subscriber agrees that, in connection with the Company's initial public offering of its Common Stock pursuant to an effective registration statement filed under the Securities Act (the "**IPO**"), the Subscriber shall not, during the period commencing on the effective date of the registration statement for the IPO and continuing for up to one hundred eighty (180) days thereafter (or such longer period as requested by the underwriter of such IPO) (the "**Stand-Off Period**"), without the prior written consent of the Company and the managing underwriter(s) for the IPO, directly or indirectly: (a) sell, offer or contract to sell, pledge, hypothecate, grant any option to purchase, make any short sale of, or otherwise transfer or dispose of any securities of the Company held by the Subscriber, including the Subscribed Shares, the Subscribed Warrants, and the shares of Common Stock issuable upon exercise of the Subscribed Warrants and upon conversion of the Subscribed Shares (collectively with any other Securities held by the Subscriber, the "**Lock-Up Securities**"); (b) enter into any swap, hedge, or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities; or (c) publicly disclose the intention to effect any transaction described in clause (a) or (b), in each case whether any such transaction is to be settled by delivery of Lock-Up Securities or other securities, in cash, or otherwise.

7.2 Lock-Up Agreement. The Subscriber further agrees to execute and deliver, prior to or concurrently with the effectiveness of the registration statement for the IPO, a customary lock-up agreement, in such form as may be requested by the managing underwriter(s) for the IPO, reflecting and giving effect to the restrictions set forth in this Section 7. The Subscriber acknowledges and agrees that the managing underwriter(s) for the IPO are intended third-party beneficiaries of this Section 7 and shall be entitled to enforce its provisions as if a party hereto.

7.3 Stop-Transfer Instructions. In order to enforce the foregoing restrictions, the Company is hereby authorized to (a) impose stop-transfer instructions with respect to the Lock-Up Securities held by the Subscriber until the end of the Stand-Off Period (as the same may be extended in accordance with the applicable lock-up agreement), and (b) place a legend on any certificate, account statement, or other ownership record evidencing the Lock-Up Securities referencing the restrictions set forth in this Section 7. The Subscriber acknowledges that the Company does not currently use a third-party transfer agent for the Securities offered hereby, and all records of ownership are maintained on the Company's books and records.

7.4 Early Release; Pro Rata Treatment. If the Company or the managing underwriter(s) waive or release, in whole or in part, any Lock-Up Securities or other securities of the Company from the restrictions set forth in this Section 7 (or under any comparable lock-up agreement entered into in connection with the IPO) prior to the expiration of the Stand-Off Period, such waiver or early release shall be applied to the Subscriber on a pro rata basis consistent with the terms described in the Memorandum.

7.5 Permitted Transfers. Notwithstanding the foregoing, the Subscriber may transfer Lock-Up Securities during the Stand-Off Period (a) to an affiliate of the Subscriber; (b) if the Subscriber is a natural person, to any member of the Subscriber's immediate family or to a trust, partnership, limited liability company, or other entity established for the direct or indirect benefit of the Subscriber or one or more members of the Subscriber's immediate family for bona fide estate-planning purposes; (c) by will, other testamentary instrument, or the laws of intestate succession to the Subscriber's legal representatives, heirs, beneficiaries, or immediate family members; or (d) to any other transferee approved in writing by the Company and the managing underwriter(s); provided, in each case, that (i) the transferee executes and delivers to the Company and the managing underwriter(s), prior to or concurrently with such transfer, a written agreement to be bound by the restrictions set forth in this Section 7 for the balance of the Stand-Off Period, and (ii) no such transfer involves a disposition for value or requires or results in any public filing or report (other than any filing or report required by applicable law) during the Stand-Off Period. For purposes of this Section 7, "immediate family" means any relationship by blood, current or former marriage, domestic partnership, or adoption, not more remote than first cousin.

8. Indemnification

The Subscriber agrees to indemnify and hold harmless the Company, the Platform, and their respective officers, directors, employees, agents, affiliates, and representatives (collectively, the "Indemnified Party") from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from (a) any breach or inaccuracy of any representation, warranty, covenant, or agreement made by the Subscriber in this Agreement (including the accredited investor questionnaire and other onboarding materials submitted through the Revestio Platform); or (b) any disposition of any Securities in violation of the Securities Act, applicable state securities laws, the Amended and Restated Certificate of Incorporation, Bylaws, Certificate of Designation of Series A Preferred Stock, the Form of Warrant, or this Agreement; provided, however, that the Subscriber's aggregate liability under this Section 8 shall not exceed the Subscription Amount actually paid by the Subscriber, except in the case of fraud or willful misconduct by the Subscriber. Notwithstanding the foregoing, IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE SUBSCRIBER FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL BE INTERPRETED AND HAVE EFFECT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RULE OR REGULATION.

9. Miscellaneous

9.1 Governing Law. Except as provided in Sections 9.2 and 9.3 and subject to applicable federal securities laws, this Agreement shall be construed in accordance with and governed by the Delaware General Corporations Law, as the same exists or may hereafter be amended or interpreted, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of Delaware to the rights and duties of the Parties. Subject to applicable law and Sections 9.2 and 9.3, each of the Parties hereby irrevocably and unconditionally (a) submits to the jurisdiction of the federal and state courts located within the geographical boundaries of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement or any Dispute that is not required to be arbitrated pursuant to Section 9.2, (b) agrees not to commence any such suit, action or other proceeding except in the federal and state courts located within the geographical boundaries of Delaware and (c) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that such Party is not subject personally to the jurisdiction of the above-named courts, that such Party's property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Subscriber and the Company agree that no provisions under applicable federal laws and regulations, including the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, with respect to jurisdiction, venue or forum shall be waived.

9.2 Mandatory Arbitration; Waiver of Jury Trial. To the fullest extent permitted by law, any dispute, claim or controversy arising out of or relating to this Agreement or the transactions contemplated herein (each, a "**Dispute**") shall be submitted to and resolved by binding arbitration administered by the American Arbitration Association ("**AAA**") pursuant to its Commercial Arbitration Rules and the Federal Arbitration Act, 9 U.S.C. §§ 1–16. The arbitration shall be conducted by a panel of three arbitrators at a place determined by the Company, or, if the Parties agree, by remote means. The arbitrators shall apply the law specified in Section 9.1 of this Agreement and shall have authority to award any relief available under applicable law. The Parties understand that, by agreeing to arbitration, they are waiving the right to a trial by jury and to litigate Disputes in court, except as expressly provided in this Section 9.2 and in Section 9.3. Judgment on any arbitral award may be entered in any state or federal court located within the geographical boundaries of Delaware that has jurisdiction over the Parties and the subject matter. Notwithstanding the foregoing, the Parties may seek temporary or preliminary injunctive relief in a court of competent jurisdiction within the geographical boundaries of Delaware in aid of arbitration or to protect the confidential information or intellectual property of either Party. In addition, to the extent that applicable law does not permit particular claims, including certain claims arising under the U.S. federal securities laws, to be the subject of mandatory arbitration, such claims may be brought in a court of competent jurisdiction as provided in Section 9.1 and are not subject to arbitration to that extent. The Parties acknowledge that nothing in this Section 9.2 shall be deemed to waive compliance with the U.S. federal securities laws and the rules and regulations promulgated thereunder. By agreeing to the arbitration provisions set forth herein, neither the Subscriber nor the Company waives any rights or protections afforded under applicable federal securities laws. For the avoidance of doubt, if any provision of this Section 9.2 is found to be unenforceable as applied to a particular claim or remedy, the remaining provisions of this Section 9.2, and the application of such provision to any other claim or remedy, shall remain in full force and effect. This Section 9.2 shall survive any termination of this Agreement.

9.3 Class Action Waiver. To the fullest extent permitted by law, the Parties agree that any Dispute shall be adjudicated or arbitrated, as the case may be, only on an individual basis. Neither Party shall have the right to have any Dispute heard or decided as a class action, private attorney general action, collective action or any other proceeding in which one Party acts or proposes to act in a representative capacity. Unless all Parties otherwise agree in writing, no arbitration, litigation or other proceeding shall be consolidated or joined with any other arbitration, litigation or proceeding. The arbitrator or court shall not have authority to conduct any class, collective or representative proceeding or to award relief on behalf of any person or entity that is not a party to the arbitration or litigation. The Parties acknowledge that many courts treat the availability of class, collective or representative proceedings as a procedural device that may be waived by agreement, subject to applicable law, including state law doctrines relating to unconscionability and knowing and voluntary waiver. The Parties further acknowledge that class action waivers, including outside the arbitration context, have in many instances been enforced as contractual provisions, although their enforceability remains subject to applicable law and the particular facts and circumstances. The Parties acknowledge and agree that this Section 9.3 is intended to be separate and independent from Section 9.2. To the extent any court or arbitrator determines that Section 9.2 or any part thereof is unenforceable or inapplicable to a particular Dispute, the provisions of this Section 9.3 shall nevertheless remain in full force and effect to the fullest extent permitted by law. If any provision of this Section 9.3 is found to be unenforceable as applied to a particular claim or remedy, the remaining provisions of this Section 9.3, and the application of such provision to any other claim or remedy, shall remain in full force and effect. If the class action waiver is held unenforceable with respect to any claim for which class or representative relief is sought, the Parties agree that such claim shall proceed exclusively in court in accordance with Section 9.1, and the arbitration provisions of Section 9.2 shall be inapplicable to that claim. Nothing in this Section 9.3 is intended to waive compliance with any provision of the U.S. federal securities laws or the rules and regulations promulgated thereunder. This Section 9.3 shall survive any termination of this Agreement.

9.4 Notices. All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed duly given (a) when delivered personally; (b) one (1) Business Day after deposit with a nationally recognized overnight courier service (with proof of delivery); (c) three (3) Business Days after deposit in the U.S. mail, postage prepaid, certified or registered mail, return receipt requested; or (d) when sent by electronic mail (provided no automated bounce-back or non-delivery message is received), in each case to the applicable Party at the following address (or at such other address as such Party may designate by like notice):

If to the Company: to the address first set forth above.

If to the Subscriber: to the address and email set forth on the signature page hereto or in the Subscriber's Revestio Platform account.

For purposes of this Agreement, "**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks in New York, New York or Wilmington, Delaware are authorized or required by law to be closed for business.

9.5 Entire Agreement. This Agreement (including the signature page, the Accredited Investor Verification Instructions attached hereto as **Appendix A**, the Accredited Investor Questionnaire attached hereto as **Appendix B**, and, as applicable to the Subscriber, the IRA Custodian/Trustee Acknowledgment attached hereto as **Appendix C** and the Trustee Self-Certification attached hereto as **Appendix D**, and the Form of Warrant attached hereto as **Appendix E**, together with any other onboarding materials submitted by the Subscriber through the Revestio Platform), together with the Subscribed Warrants and the Memorandum, constitutes the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties with respect to the subject matter hereof.

9.6 Amendment; Waiver. This Agreement may be amended, modified, or supplemented only by a written instrument signed by both Parties (or, in the case of a waiver by a Party, by a written instrument signed by the Party against whom the waiver is to be enforced). No failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

9.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

9.8 Assignment. The Subscriber may not assign or transfer this Agreement or any of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of the Company, and any purported assignment or transfer in violation of this Section 9.8 shall be null and void ab initio. The Company may assign this Agreement and its rights and obligations hereunder to any affiliate of the Company or to any successor entity in connection with a merger, consolidation, reorganization, or sale of all or substantially all of the Company's assets, without the consent of the Subscriber; provided, that any such assignee assumes all of the Company's obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

9.9 Survival. All representations, warranties, covenants, agreements, and indemnification obligations contained in this Agreement shall survive the execution and delivery of this Agreement, the acceptance of the Subscriber's subscription, the issuance of the Subscribed Shares, and the admission of the Subscriber as a stockholder.

9.10 Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts (including by means of separate signature page counterparts for the Subscriber and the Issuer), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each Party may execute its own signature page counterpart to this Agreement, and each such executed signature page counterpart, when delivered to the other Party, shall constitute the executing Party's execution and delivery of this Agreement. Delivery of an executed counterpart of this Agreement (or an executed signature page counterpart hereto) by facsimile, electronic mail (including in PDF format), or any other electronic signature service or platform shall be as effective as delivery of a manually executed counterpart hereof.

9.11 Headings; Construction. The headings used in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation hereof. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

9.12 No Third-Party Beneficiaries. Except as expressly set forth herein, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

9.13 Further Assurances. Each Party shall execute and deliver such additional documents and instruments, and shall take such further actions, as the other Party may reasonably request to carry out the purposes of, and consummate the transactions contemplated by, this Agreement.

[*Signature Pages and Appendices Follow*]

SUBSCRIPTION AGREEMENT

SUBSCRIBER SIGNATURE PAGE COUNTERPART

IN WITNESS WHEREOF, the undersigned Subscriber hereby executes and delivers this Subscription Agreement and agrees to be bound by the terms and conditions hereof. By signing below, the Subscriber confirms that all representations, warranties, covenants, and agreements set forth in this Agreement are true and correct as of the date hereof.

1. **Subscription Details:**

Number of Shares Subscribed For: ____________________

Aggregate Subscription Amount: $___________________

Date: ____________________

2. **Subscriber Signature**

SUBSCRIBER*:

____
Signature (Individual)

____
Signature (Joint)
(all record holders must sign)

____
Name(s) Typed or Printed

Address to Which Correspondence Should be Directed

____

____

____
Email Address for Notification

*If IRA, the Subscriber must be identified as: (name of the IRA Custodian/Trustee) for the benefit of (the name of the IRA Holder) and must also be acknowledged by the IRA Custodian/Trustee. For an IRA Subscriber, the IRA Holder signs above and the IRA Custodian/Trustee must execute and deliver the IRA Custodian/Trustee Acknowledgment appended hereto as **Appendix C**. Delivery of a completed IRA Custodian/Trustee Acknowledgment is required as a condition to Closing for IRA investments.

ENTITY SUBSCRIBER**:

By: ______________________________________
Signature

Its: ______________________________________
Title

____
Entity Name Typed or Printed

Address to Which Correspondence Should be Directed

____

____

____
Email Address for Notification

** If Trust, the Trustee must execute and deliver the Trustee Self-Certification appended hereto as **Appendix D**. Delivery of a completed Trustee Self-Certification is required as a condition to Closing for trust investments.

SUBSCRIPTION AGREEMENT

COMPANY SIGNATURE PAGE COUNTERPART

IN WITNESS WHEREOF, the undersigned, on behalf of the Company, hereby accepts the subscription of the Subscriber identified on the Subscriber Signature Page Counterpart hereto, subject to the terms and conditions of this Subscription Agreement.

X3FINTECH INC.

By: __________________________________

Name: ________________________________

Title: _________________________________

Date: _________________________________

[*Appendices Follow*]

APPENDIX A

ACCREDITED INVESTOR VERIFICATION INSTRUCTIONS

X3Fintech Inc. (the "Company") requires verification of each Subscriber's status as an "accredited investor", as that term is defined under Rule 501(a) of Regulation D, promulgated under the Securities Act of 1933, as amended, before we will consider their investment in the Shares pursuant to the Subscription Agreement of which these instructions are appended as Appendix A. To satisfy these verification requirements, please follow the instructions below:

1. **Complete the Accredited Investor Questionnaire**. Fill out and sign the Accredited Investor Questionnaire attached as Appendix B to the Subscription Agreement provided to you along with these instructions.

2. **Provide Supporting Documentation**. Depending on how you qualify as an accredited investor, you must provide evidence demonstrating that you meet at least one of the accredited investor criteria. Examples of commonly used documentation include:

   (a) **Income-Based Verification**. If the Subscriber is basing accredited investor status on income, please provide any Internal Revenue Service form that reports the Subscriber's income for the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040).

   (b) **Net Worth-Based Verification**. If the Subscriber is basing accredited investor status on net worth, please provide one or more of the following types of documentation dated within the prior three months:

      (i) *With respect to assets*: Bank statements, brokerage statements, and other statements of securities holdings, certificates of deposit, tax assessments, and appraisal reports issued by independent third parties; and

      (ii) *With respect to liabilities*: A consumer report from at least one of the nationwide consumer reporting agencies.

   (c) **Third-Party Verification**. If the Subscriber is basing accredited investor status via third-party verification, please provide a written confirmation from one of the following persons or entities (using the appended form) that such person or entity has taken reasonable steps to verify that the Subscriber is an accredited investor within the prior three months and has determined that the Subscriber is an accredited investor:

      (i) A registered broker-dealer;

      (ii) An investment adviser registered with the Securities and Exchange Commission;

      (iii) A licensed attorney who is in good standing under the laws of the jurisdictions in which he or she is admitted to practice law; or

      (iv) A certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office.

3. **Submit Documentation**. Complete your questionnaire and upload supporting documents through the Revestio Platform. If separate delivery is required, submit documents to the email address specified on the Platform. Your personal financial information will be used solely to verify your status and will be kept confidential in accordance with applicable privacy laws.

4. **Verification Review**. Upon receipt of your documentation, the Company will review the materials to confirm you are an accredited investor. The Company may contact you for additional information if needed.

5. **Notification of Verification**. After the Company completes its review, you will receive written notification of the verification result and a notification of if the Company accepts your subscription.

6. **Alternative High-Investment Amount Verification Pathway**. Notwithstanding paragraphs 1 through 5 above, if a Subscriber invests at least $200,000 as a natural person or at least $1,000,000 as a legal entity, the Company may treat the verification requirement under Rule 506(c) as satisfied upon the subscriber's execution of Appendix B to the Subscription Agreement, without collecting the supporting documentation described in paragraphs 2 and 3 above. If an entity Subscriber qualifies as an accredited investor solely because all of its equity owners are accredited investors, this alternative pathway is available only if the entity invests at least $1,000,000 and, if the entity has fewer than five natural-person equity owners, each such natural-person equity owner invests at least $200,000.

ADDITIONAL INFORMATION

The Company or the Revestio Platform may request additional information or documentation as reasonably necessary to verify the Subscriber's accredited investor status. All documentation and information provided by the Subscriber will be treated as confidential and will be used solely for the purpose of verifying accredited investor status and complying with applicable securities laws.

If you have any questions regarding the verification process or the documentation required, please contact the Company or the Revestio Platform at the contact information provided in the Memorandum or through the Revestio Platform.

[*Third-Party Accredited Investor Verification Letter Follows*]

Form of Qualified Professional Verification Letter

[Mr./Ms.] [FIRST NAME] [LAST NAME] has asked this firm to deliver to X3Fintech Inc. (the “Company”) this verification letter (the “Verification Letter”) to assist the Company in verifying whether [Mr./Ms.] [LAST NAME] is an “accredited investor” within the meaning of Rule 501 of the Securities Act of 1933, as amended (an “Accredited Investor”).

I confirm that I am authorized to sign this Verification Letter on behalf of my firm and that [I am/my firm is] (check one):

___ A certified public accountant duly registered and in good standing under the laws of the place of my residence or principal office.

___ A licensed attorney in good standing under the laws of each jurisdiction in which I am admitted to practice law.

___ A broker-dealer registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

___ An investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.

In providing this Verification Letter, we are relying without independent verification on the accuracy and completeness of the Supporting Documents (defined below), each as delivered to us by [Mr./Ms.] [LAST NAME]. While we are not aware of any facts that would lead us to believe that either the Supporting Documents are incomplete or inaccurate, we make no affirmative representation as to their completeness or accuracy.

Subject to the preceding paragraph, and based only on our review of the Supporting Documents, we confirm that [Mr./Ms.] [LAST NAME] (check at least one):

___ Had individual annual income in excess of $200,000, or joint annual income together with [his/her] spouse in excess of $300,000, in each of the two most recent years for which [Mr./Ms.] [LAST NAME] has filed U.S. federal income tax returns ([YEAR] and [YEAR]).

___ Has an individual net worth, or a joint net worth together with [his/her] spouse, in excess of $1,000,000. For purposes of this Verification Letter, “net worth” means total assets (excluding [Mr./Ms.] [LAST NAME]’s primary residence) at fair market value less total liabilities. In calculating total liabilities, debt secured by the primary residence is included only to the extent that it (a) exceeds the fair market value of the residence or (b) was incurred during the last 60 days (unless incurred to acquire the residence).

In support of this Verification Letter, we have received from [Mr./Ms.] [LAST NAME] and reviewed originals or copies of (the “Supporting Documents”) (check all that apply):

___ Form W-2’s filed by [Mr./Ms.] [LAST NAME] [and [his/her] spouse] with the Internal Revenue Service for each of the two most recent years for which [Mr./Ms.] [LAST NAME] has filed U.S. federal income tax returns ([YEAR] and [YEAR]).

___ Form 1040’s filed by [Mr./Ms.] [LAST NAME] [and [his/her] spouse] with the Internal Revenue Service for each of the two most recent years for which [Mr./Ms.] [LAST NAME] has filed U.S. federal income tax returns ([YEAR] and [YEAR]).

___ Form 1099's filed by [Mr./Ms.] [LAST NAME] [and [his/her] spouse] with the Internal Revenue Service for each of the two most recent years for which [Mr./Ms.] [LAST NAME] has filed U.S. federal income tax returns ([YEAR] and [YEAR]).

___ Schedule K-1's to Form 1065 filed by [Mr./Ms.] [LAST NAME] [and [his/her] spouse] with the Internal Revenue Service for each of the two most recent years for which [Mr./Ms.] [LAST NAME] has filed U.S. federal income tax returns ([YEAR] and [YEAR]).

___ Other documents filed by [Mr./Ms.] [LAST NAME] [and [his/her] spouse] with the Internal Revenue Service (*describe*):

____

____

___ Bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, or appraisal reports issued by independent third parties to [Mr./Ms.] [LAST NAME] [and [his/her] spouse], in each case dated within three months of the date below.

___ A consumer credit report for [each of] [Mr./Ms.] [LAST NAME] [and [his/her] spouse] from at least one of the nationwide consumer reporting agencies dated within three months of the date below.

___ Other documents (*describe*):

____

____

We consent to the Company's reliance on this Verification Letter in connection with a potential investment by [Mr./Ms.] [LAST NAME] in an offering of the Company's securities (the "**Offering**"). However, we assume no liabilities or obligations in connection with the Company's determination of whether [Mr./Ms.] [LAST NAME] is an Accredited Investor. This Verification Letter speaks only as of the date below. We expressly disclaim any obligation to update the contents of this Verification Letter. We are delivering this Verification Letter to the Company in connection with the Offering. This Verification Letter may not be relied upon by the Company, or by any other person, for any other purpose.

Firm name: ______________________________________

Signature: ______________________________________

Name: ______________________________________

Title: ______________________________________

Date: ______________________________________

[*End of Appendix A; Appendix B Follows*]

APPENDIX B

ACCREDITED INVESTOR QUESTIONNAIRE

This Accredited Investor Questionnaire (this "Appendix B") is being furnished to the undersigned Subscriber (the "Subscriber") in connection with a potential investment in the Shares of X3Fintech Inc. Capitalized terms used but not defined in this Appendix B have the meanings ascribed to them in the Subscription Agreement to which this Appendix B is appended (the "Subscription Agreement"). To be eligible to invest in the Shares, the Subscriber must be an "accredited investor" as defined in Rule 501(a) of Regulation D ("Regulation D") under the Securities Act of 1933, as amended (the "Securities Act"), and the Company must take reasonable steps to verify the Subscriber's accredited investor status in accordance with Rule 506(c) of Regulation D.

The Subscriber understands that the Company and its authorized representatives will rely on this Appendix B to determine whether the Subscriber's subscription may be accepted under the Subscription Agreement, the applicable Supplement, Section 4(a)(2) of the Securities Act, Rule 506(c) of Regulation D, and applicable state securities laws, and to support the availability of an exemption from registration. The Subscriber should consult its own legal, tax, financial, and investment advisers before making any investment decision. The Subscriber understands that this Appendix B, the responses provided herein, and any supporting documentation will be kept confidential, except that the Company may disclose such information to its managers, officers, employees, affiliates, counsel, accountants, verification providers, administrators, service providers, regulatory authorities, and other persons as the Company deems necessary or advisable to verify accredited investor status, comply with applicable law, administer the offering of Shares, or establish the availability of an exemption from registration under federal or state securities laws.

SECTION 1: INSTRUCTIONS

(A) **All Subscribers must complete Sections 2, 3, and 8.**

(B) **If you are a High Investment Amount Subscriber:**

Please complete Sections 2, 3, 5, and 8. You are not required to complete Section 4 (Net Worth and Income Detail) or Section 6 (Supporting Documentation), unless the Company requests it pursuant to its reserved rights described in Section 7.

For purposes of this questionnaire, a "High Investment Amount Subscriber" is a Subscriber whose Subscription Price is:

(i) at least $200,000, if the Subscriber is a natural person; or

(ii) at least $1,000,000, if the Subscriber is a legal entity.

Notwithstanding the foregoing, if the Subscriber is an entity that qualifies as an accredited investor solely on the basis that all of its equity owners are accredited investors (as described in Section 3.B), the High Investment Amount qualification pathway in Section 5 is available only if:

(a) the entity Subscriber's Subscription Price is at least $1,000,000; and

(b) if the entity Subscriber has fewer than five natural-person equity owners, each such natural-person equity owner has invested or committed to invest at least $200,000 (directly or indirectly through such entity) in the Series Offering.

If the entity Subscriber does not satisfy the conditions (a) and (b) above, the entity Subscriber must complete Section 4 and Section 6 in addition to Sections 2, 3, and 8.

(C) **If you are NOT a High Investment Amount Subscriber:**

Please complete Sections 2, 3, 4, 6, and 8.

The Company reserves the right to request additional information, documentation, or third-party verification from any Subscriber, including any High Investment Amount Subscriber. Completion of this Appendix B does not waive or substitute for any other diligence, verification, or compliance procedure applicable to the Subscriber, including identity verification under the Company's Customer Identification Program, anti-money laundering and sanctions screening, "bad actor" representations under Rule 506(d), and tax-status documentation. The Subscriber must complete all such steps separately as instructed by the Company and the Revestio Platform.

SECTION 2: SUBSCRIBER INFORMATION AND GENERAL CERTIFICATION

2.1 Subscriber Information

Name of Subscriber: ____

Type of subscriber (check one): ☐ Individual

☐ Entity

Address: ____

Telephone: ____

Email: ____

Social Security Number, Taxpayer Identification Number, or other tax identification number:

____

If the Subscriber is an entity, state the jurisdiction and form of organization:

____

If the Questionnaire is completed on behalf of an entity, trust, or other person, state the name and title or capacity of the person completing this Questionnaire:

____

Subscription Price: $________________________________

2.2 General Certification

The Subscriber represents and warrants that all information provided in this Appendix B is true, complete, and correct as of the date signed below. The Subscriber agrees to notify the Company promptly in writing if any information provided in this Appendix B becomes inaccurate or incomplete before the Subscriber's investment in the Company is accepted. The Subscriber understands that the Company will rely on the information provided in this Appendix B in determining whether the Subscriber is eligible to participate in the Series Offering and whether the Series Offering may be made in reliance on an exemption from registration under the Securities Act and applicable state securities laws.

SECTION 3: ACCREDITED INVESTOR STATUS

3.1 Individual Subscribers (check one)

☐ The Subscriber is a natural person whose individual net worth, or joint net worth with the Subscriber's spouse or spousal equivalent, exceeds $1,000,000. For purposes of this calculation, the Subscriber must exclude the value of the Subscriber's primary residence. The Subscriber should not include the fair market value of the primary residence as an asset and should not include indebtedness secured by the primary residence as a liability, except to the extent the indebtedness exceeds the fair market value of the residence. Any increase in indebtedness secured by the primary residence during the 60 days before the date of this Appendix B, other than indebtedness incurred to acquire the primary residence, must be included as a liability.

☐ The Subscriber is a natural person who had individual income in excess of $200,000 in each of the two most recent years and reasonably expects to have individual income in excess of $200,000 in the current year.

☐ The Subscriber is a natural person who had joint income with the Subscriber's spouse or spousal equivalent in excess of $300,000 in each of the two most recent years and reasonably expects to have joint income with the Subscriber's spouse or spousal equivalent in excess of $300,000 in the current year.

☐ The Subscriber is a natural person holding in good standing one or more professional certifications, designations, or credentials designated by the Securities and Exchange Commission as qualifying the person as an accredited investor, including a General Securities Representative license (Series 7), a Private Securities Offerings Representative license (Series 82), or a Licensed Investment Adviser Representative license (Series 65).

Identify the applicable certification, designation, or credential:

____

☐ The Subscriber is a natural person who is a "knowledgeable employee" of the Company or of a private fund issuer in which the Subscriber is investing, within the meaning of the Investment Company Act of 1940 and the rules thereunder.

If checked, describe the Subscriber's position and relationship to the issuer or private fund:

____

☐ The Subscriber is a director, executive officer, or general partner of the Company, or a director, executive officer, or general partner of a general partner of the Company.

If checked, describe the Subscriber's position:

____

☐ The Subscriber is a natural person investing at least $200,000 in the Company's securities at one time.

☐ The Subscriber is relying on a written confirmation from a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant to verify accredited investor status

3.2 Entity Subscribers (check one or more)

☐ The Subscriber is a bank, savings and loan association, broker or dealer, investment adviser registered with the Securities and Exchange Commission or a state securities authority, exempt reporting adviser, insurance company, investment company registered under the Investment Company Act of 1940, business development company, small business investment company, rural business investment company, private business development company, or other institutional investor described in Rule 501(a)(1) or Rule 501(a)(2) of Regulation D.

If checked, identify the applicable category:

____

☐ The Subscriber is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, and the plan has total assets in excess of $5,000,000.

☐ The Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, and at least one of the following is true: the investment decision is made by a plan fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; the plan has total assets in excess of $5,000,000; or the plan is a self-directed plan and investment decisions are made solely by persons who are accredited investors.

<u>If checked, identify the applicable basis</u>:

____

☐ The Subscriber is an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust, a limited liability company, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

☐ The Subscriber is a trust, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000, and the purchase of the securities will be directed by a person who has such knowledge and experience in financial and business matters that the person is capable of evaluating the merits and risks of the prospective investment.

☐ The Subscriber is a family office with at least $5,000,000 in assets under management, not formed for the specific purpose of acquiring the securities offered, and the prospective investment is directed by a person who has such knowledge and experience in financial and business matters that the family office is capable of evaluating the merits and risks of the prospective investment.

☐ The Subscriber is a family client of a family office described above, and the prospective investment is directed by that family office.

☐ The Subscriber is an entity in which all of the equity owners are accredited investors.

<u>If checked, the Company or its representatives will contact Subscriber with separate accredited investor questionnaires to complete for each such accredited investor owner, and or to request additional information reasonably satisfactory to the Company establishing such equity owner's accredited investor status, unless the Subscriber satisfies the conditions to use the High Investment Amount pathway.</u>

☐ The Subscriber is a revocable trust or similar vehicle, and each grantor or other person with investment authority over the trust is an accredited investor.

<u>If checked, identify each grantor, trustee, investment adviser, or other person whose accredited investor status is being relied upon:</u>

____

☐ The Subscriber is a legal entity investing at least $1,000,000 in the Company’s securities at one time, or, if there are less than five equity owners of Subscriber then, the Subscriber is investing at least $200,000 on a per equity owner basis (i.e., a legal entity with two equity owners may qualify as accredited if it invests $400,000).

3.3 Spousal Equivalent (check one)

For purposes of this Appendix B, a “spousal equivalent” means a cohabitant occupying a relationship generally equivalent to that of a spouse. If the Subscriber is relying on joint net worth or joint income with a spousal equivalent, the Subscriber represents that the person identified below is the Subscriber's spousal equivalent.

☐ Not Applicable

☐ Applicable

If applicable, name of spouse or spousal equivalent:

____

3.4 No Formation For Specific Purpose (check one)

If the Subscriber is an entity, trust, family office, or other organization relying on an assets, investments, or assets-under-management test, then:

☐ Not applicable.

☐ Subscriber represents that it was not formed for the specific purpose of acquiring the securities offered by the Company.

3.5 Authority (check one)

If the Subscriber is an entity, trust, custodial account, retirement account, or other non-individual investor, then:

☐ Not applicable.

☐ The person signing this Appendix B represents that such person has full power and authority to complete and sign this Appendix B on behalf of the Subscriber and to cause the Subscriber to make the proposed investment.

Name of Authorized Signatory: ____

Title: ____

SECTION 4: NETWORTH AND INCOME DETAIL

(***Not required for High Investment Amount Subscribers unless requested by the Company****. All other Subscribers relying on net worth or income to qualify as an accredited investor must complete the applicable parts of this Section 4.*)

4.1 Net Worth Calculation For Natural Persons (check one)

If the Subscriber is relying on net worth to qualify as an accredited investor, then:

☐ Not applicable.

☐ Subscriber represents that the Subscriber's individual net worth, or joint net worth with the Subscriber's spouse or spousal equivalent, exceeds $1,000,000 after excluding the value of the Subscriber's primary residence, taking into account all liabilities required to be included in determining net worth, and applying all rules described in Section 3.1.

If applicable, complete the following:

Approximate individual or joint net worth, excluding primary residence: $______________________________

Fair market value of primary residence: $______________________________

Total indebtedness secured by primary residence: $______________________________

Amount, if any, by which indebtedness secured by primary residence exceeds fair market value of primary residence: $______________________________

Amount of any increase in indebtedness secured by primary residence within the past 60 days, other than indebtedness incurred to acquire the primary residence:

$______________________________

4.2 Income Information for Natural Persons (check one)

If the Subscriber, individually or jointly, is relying on income to qualify as an accredited investor (check one):

☐ Not applicable.

☐ The Subscriber represents that the Subscriber had individual income in excess of $200,000 in each of the two most recent years and reasonably expects individual income in excess of $200,000 in the current year.

If applicable, complete the following:

Income for most recent year: $______________________________

Income for prior year: $______________________________

Expected income for current year: $______________________________

☐ The Subscriber represents that the Subscriber and the Subscriber's spouse or spousal equivalent had joint income in excess of $300,000 in each of the two most recent years and reasonably expect joint income in excess of $300,000 in the current year.

If applicable, complete the following:

Joint income for most recent year: $______________________________

Joint income for prior year: $______________________________

Expected joint income for current year: $______________________________

SECTION 5: HIGH INVESTMENT AMOUNT CERTIFICATION

(***Required for High Investment Amount Subscribers only.*** *Subscribers who do not meet the High Investment Amount thresholds described in Section 1 should skip this Section 5 and complete Sections 4 and 6 instead.*)

5.1 Purpose

The Subscriber understands and acknowledges that the Company is relying on Rule 506(c) of Regulation D under the Securities Act and is required to take reasonable steps to verify that each purchaser is an accredited investor. The Subscriber is delivering this Section 5 to assist the Company in determining whether, based on the facts and circumstances applicable to the Subscriber and the Series Offering, the Subscriber's investment amount, together with the representations and certifications set forth in this Appendix B and other information available to the Company, supports the Company's determination that the Subscriber is an accredited investor.

5.2 Subscription Price Threshold

The Subscriber certifies that the Subscription Price is at least (check one):

☐ $200,000, if the Subscriber is a natural person;

☐ $200,000, if the Subscriber is a legal entity with one equity owner;

☐ $400,000, if the Subscriber is a legal entity with two equity owners;

☐ $600,000, if the Subscriber is a legal entity with three equity owners;

☐ $800,000, if the Subscriber is a legal entity with four equity owners; or

☐ $1,000,000, if the Subscriber is a legal entity with five or more equity owners.

If the Subscriber is qualifying as a High Investment Amount Investor that is a legal entity with four or less equity owners, then please list the names of such owners:

5.3 Financial Capacity

The Subscriber represents and warrants that the Subscriber has the financial capacity to make the investment represented by the Subscription Price and to bear the economic risk of such investment, including a complete loss of the investment.

5.4 No Third-Party Financing for Minimum Investment Amount

The Subscriber represents, warrants, and certifies that the Subscriber's Subscription Price is not being financed, directly or indirectly, in whole or in part, by any third party for the specific purpose of making the Subscriber's investment in the Company. For purposes of this Section 5.4, prohibited third-party financing does not include ordinary-course financing arrangements, secured credit facilities, capital commitments, or other financing sources that were not obtained specifically for the purpose of making the Subscriber's investment in the Company; provided that the Subscriber has disclosed any such arrangements to the Company to the extent necessary to make the representations in this Section 5.4 not misleading.

5.5 No Contrary Facts

The Subscriber represents and warrants that there are no facts known to the Subscriber that would cause any statement in this Appendix B, the Subscription Agreement, or any accredited investor questionnaire or certification delivered by the Subscriber to be inaccurate, incomplete, or misleading. The Subscriber further represents and warrants that the Subscriber has not been advised by any person that the Subscriber may not qualify as an accredited investor.

SECTION 6: SUPPORTING DOCUMENTATION

(***Not required for High Investment Amount Subscribers unless requested by the Company.*** *All other Subscribers must provide supporting documentation in accordance with this Section 6 sufficient to enable the Company or its authorized representative to verify the Subscriber's accredited investor status under Rule 506(c)*)

6.1 General

The Company or its authorized representative may request supporting documentation to verify accredited investor status. Such documentation may include, as applicable, tax forms, bank statements, brokerage statements, credit reports, appraisal reports, loan statements, written confirmations from registered broker-dealers, registered investment advisers, licensed attorneys, or certified public accountants, records of professional licenses or credentials, organizational documents, financial statements, or other information reasonably requested by the Company. The Subscriber authorizes the Company and its authorized representatives to rely on any information and documentation provided by the Subscriber or by any third party at the Subscriber's request in connection with the verification of the Subscriber's accredited investor status.

See Appendix A, "*Accredited Investor Verification Instructions*" for more information.

6.2 Investment Experience

The Subscriber further represents (check each that applies):

☐ The Subscriber has such knowledge and experience in financial and business matters that the Subscriber is capable of evaluating the merits and risks of an investment in the Company.

☐ The Subscriber has previously invested in private placements, venture capital investments, private funds, start-up companies, restricted securities, or other illiquid investments.

If checked, briefly describe relevant investment experience:

____

☐ The Subscriber understands that an investment in the Company involves a high degree of risk, may be illiquid, may be subject to transfer restrictions, and may result in the loss of the entire investment.

6.4 Submission and Confidentiality

The Subscriber should submit the completed materials described in Appendix B to the Company at the email address of the Company set forth on the cover page to the Subscription Package. Personal financial information will be used solely to verify status and will be kept confidential in accordance with applicable privacy laws and the confidentiality provisions of the Memorandum.

SECTION 7: MISCELLANEOUS

7.1 Continuing Accuracy

The Subscriber agrees to notify the Company promptly in writing if, before the Company accepts the Subscriber's subscription, any representation, warranty, or certification in this Appendix B becomes inaccurate, incomplete, or misleading.

7.2 Company Reliance

The Subscriber acknowledges and agrees that the Company, its affiliates, and their respective managers, directors, officers, employees, agents, counsel, and other representatives may rely on this Appendix B in determining whether the Subscriber is eligible to purchase the Shares and whether the Company has taken reasonable steps to verify the Subscriber's accredited investor status under Rule 506(c).

7.3 Reservation of Right to Request Additional Information

Notwithstanding the High Investment Amount pathway in Section 5 or any other provision of this Appendix B, the Subscriber acknowledges that this Appendix B does not limit the Company's right to request additional information, documentation, third-party confirmation, or other verification materials if the Company determines, in its discretion, that additional steps are appropriate under the facts and circumstances. The Subscriber agrees to provide such additional information promptly upon request.

7.4 No Waiver of Subscription Agreement Representations

This Appendix B supplements, and does not replace, the representations, warranties, covenants, and agreements made by the Subscriber in the Subscription Agreement, the Amended and Restated Certificate of Incorporation, the Bylaws, the applicable Certificate of Designation, or any other document delivered in connection with the Series Offering.

7.5 Additional Representations

The Subscriber represents that the Subscriber is acquiring the Shares for the Subscriber's own account, or for the account of one or more persons or entities for whom the Subscriber has full investment discretion, and not with a view to any resale or distribution in violation of the Securities Act or applicable state securities laws. The Subscriber understands that the Shares have not been registered under the Securities Act or any state securities laws and may not be sold, transferred, pledged, or otherwise disposed of unless the Shares are registered under applicable securities laws or an exemption from registration is available. The Subscriber understands that the Company is not obligated to accept any subscription or investment from the Subscriber and may reject any subscription or investment in whole or in part for any reason.

SECTION 8: SIGNATURE

The undersigned certifies that the information provided in this Appendix B is true, complete, and correct as of the date set forth below, and that the undersigned has full authority to execute and deliver this Appendix B.

Date: ________________________

SUBSCRIBER:	**ENTITY SUBSCRIBER**:
______________________________ Signature (Individual)	By: ______________________________ Signature
______________________________ Signature (Joint) (all record holders must sign)	Its: ______________________________ Title
______________________________ Name(s) Typed or Printed	______________________________ Entity Name Typed or Printed

Spousal/Spousal Equivalent Acknowledgment (if applicable).

The undersigned spouse or spousal equivalent certifies, to the extent applicable, that the information provided in this Appendix B relating to joint income or joint net worth is true, complete, and correct as of the date set forth below.

Signature: ____________________________

Name: _______________________________

Date: ________________________________

[*End of Appendix B; Appendix C Follows*]

APPENDIX C

IRA CUSTODIAN/TRUSTEE ACKNOWLEDGEMENT

By signing below, the undersigned IRA Custodian/Trustee of the IRA for the benefit of the IRA Holder named on the Signature Page to this Subscription Agreement for the purchase of Series A Preferred Stock (and corresponding Warrant) of X3Fintech Inc. acknowledges that the IRA Holder's investment in Shares of the Company is being made through the IRA from the below referenced account and certifies that the IRA Holder has directed the IRA Custodian/Trustee to sign this Subscription Agreement and the Warrant on behalf of the IRA. The IRA Custodian/Trustee's contact, account reference number, and Tax ID are set forth below:

IRA INFORMATION:

Name of IRA Holder: ______________________________

Name and Address of IRA Trustee/Custodian: ______________________________

Contact Individual: ______________________________

IRA Account or Other Reference Number: ______________________________

IRA Trustee/Custodian's Tax I.D. Number: ______________________________

IRA TRUSTEE/CUSTODIAN ACKNOWLEDGEMENT:

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

[*End of Appendix C; Appendix D Follows*]

APPENDIX D

TRUSTEE SELF-CERTIFICATION

This form is intended to be used by a trustee or similar entity under applicable law, representing a trust or similar entity under applicable law who is an investor in the Series A Preferred Stock and Warrants of X3Fintech Inc. This Certificate forms part of, and is incorporated into, the Subscription Agreement.

I certify that:

- I, the undersigned (the "Trustee"), am the trustee of the Trust named below (the "Trust");
- On or about the date set forth below, on behalf of the Trust, the Trustee executed a subscription agreement to purchase Shares of Series A Preferred Stock and Warrant of X3Fintech Inc.;
- As the Trustee, I have the authority to execute all Trust powers. Among other things, the Trust allocates to the Trustee the power to invest Trust funds for the benefit of the Trust by purchasing securities in private or public companies, regardless of the suitability of the investment for the Trust ("Trust Investment").
- With respect to Trust Investments, the Trustee is the only person required to execute subscription agreements to purchase securities.

I certify that the above information is accurate and truthful as of the date below.

Signature: ___________________________________

Trustee Name: ________________________________

Trust Name: __________________________________

Date of Signature: _____________________________

[*End of Appendix D; Appendix E Follows*]

APPENDIX E

Common Stock Purchase Warrant

(See Attached)

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 UNDER THE SECURITIES ACT.

WARRANT TO PURCHASE SHARES OF COMMON STOCK

OF

X3FINTECH INC.

THIS CERTIFIES THAT, for value received, as of the last date set forth on the signature page hereto (the "Issue Date") and issued pursuant to and in connection with that certain Subscription Agreement, dated as of even date herewith, by and between the Company and the Holder (as it may be amended, restated, or supplemented from time to time, the "Subscription Agreement"), the undersigned or its registered assigns (the "Holder") is entitled to purchase from X3Fintech Inc., a Delaware corporation (the "Company"), shares of the Company's Common Stock, par value $0.0001 per share (the "Common Stock"), in the amount, at the price, and on the terms and subject to the conditions set forth in this Warrant (this "Warrant").

WHEREAS, the Company is conducting a private placement of shares of its Series A Preferred Stock, par value $0.0001 per share (the "Series A Preferred Stock"), to accredited investors in an offering exempt from registration under the Securities Act pursuant to Rule 506(c) of Regulation D promulgated thereunder (the "Offering");

WHEREAS, in connection with the Holder's purchase of shares of Series A Preferred Stock pursuant to the Subscription Agreement, the Company has agreed to issue this Warrant to the Holder, which is appended to the Subscription Agreement as Appendix E as part of the securities purchased under, and as a closing deliverable required by, the Subscription Agreement, on the terms set forth herein; and

WHEREAS, the number of shares of Common Stock issuable upon exercise of this Warrant is determined by reference to the number of shares of Series A Preferred Stock purchased by the Holder under the Subscription Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Holder's execution and delivery of the Subscription Agreement and payment of the Subscription Amount (as defined therein), the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Holder agree as follows:

SECTION 1. DEFINITIONS

Capitalized terms used and not otherwise defined herein have the meanings set forth below or as defined elsewhere in this Warrant.

1.1 "Affiliate" means, with respect to any person, any other person that directly or indirectly controls, is controlled by, or is under common control with such person.

1.2 "Acquisition" has the meaning set forth in Section 7.5(a).

1.3 "Aggregate Exercise Price" has the meaning set forth in Section 3.

1.4 "Board" means the Board of Directors of the Company.

1.5 "Business Day" means any day other than a Saturday, Sunday, or a day on which commercial banks in New York, New York are authorized or required by law to be closed.

1.6 “Common Stock” has the meaning set forth in the preamble.

1.7 “Exercise Price” means the per-share exercise price determined in accordance with Section 3, subject to adjustment as provided herein.

1.8 “Expiration Date” means 5:00 p.m. Eastern Time on the date that is five (5) years following the Issue Date.

1.9 “Fair Market Value” means, as of any date of determination: (a) if the Common Stock is then listed or admitted to trading on a national securities exchange, the volume weighted average closing price per share over the ten (10) consecutive trading days ending on the trading day immediately prior to such date; (b) if the Common Stock is not so listed but is traded in the over-the-counter market, the average of the closing bid and asked prices over the ten (10) consecutive trading days ending immediately prior to such date; and (c) if neither (a) nor (b) applies, the fair market value per share of Common Stock as determined in good faith by the Board; provided, that in connection with an Acquisition or the exercise of this Warrant immediately prior to or contingent upon the closing thereof, Fair Market Value means the value per share of Common Stock to be received by holders of Common Stock in such Acquisition.

1.10 “Holder” has the meaning set forth in the preamble.

1.11 “Offering” has the meaning set forth in the recitals.

1.12 “Securities Act” has the meaning set forth in the legend.

1.13 “Series A Preferred Stock” has the meaning set forth in the recitals.

1.14 “Series A Per Share Price” means the price per share at which shares of Series A Preferred Stock were sold to investors in the Offering.

1.15 “Subscription Agreement” has the meaning set forth in the preamble.

1.16 “Transaction Documents” means, collectively, this Warrant, the Subscription Agreement, the Memorandum (as defined in the Subscription Agreement), and each other agreement, certificate, or instrument executed and delivered in connection with the Offering.

1.17 “Warrant Shares” means the shares of Common Stock issuable upon exercise of this Warrant, as determined under Section 2 and subject to adjustment as provided herein.

SECTION 2. NUMBER OF WARRANT SHARES

2.1 Number of Shares

Subject to the terms and conditions of this Warrant, the Holder is entitled to purchase a number of Warrant Shares equal to ten percent (10%) of the number of shares of Series A Preferred Stock purchased by the Holder under the Subscription Agreement (rounded down to the nearest whole share).

2.2 Determination of Warrant Shares and Exercise Price

The number of Warrant Shares is fixed as of the Issue Date by reference to the number of shares of Series A Preferred Stock purchased by the Holder under the Subscription Agreement and is determinable upon issuance of this Warrant. The Company shall set forth on the face of this Warrant, or promptly deliver to the Holder a written notice setting forth, the Series A Per Share Price and the resulting Exercise Price. Such determination, absent manifest error, shall be conclusive and binding.

2.3 Nature of Warrant Shares

The Warrant Shares shall be shares of Common Stock. The number of Warrant Shares is subject to adjustment from time to time as provided in Section 7.

SECTION 3. EXERCISE PRICE

3.1 Aggregate Exercise Price

The aggregate exercise price payable upon exercise of this Warrant in full (the "Aggregate Exercise Price") shall be equal to the product of (a) the Series A Per Share Price, multiplied by (b) the total number of Warrant Shares issuable upon exercise of this Warrant.

3.2 Per Share Exercise Price

The Exercise Price per Warrant Share shall be equal to the Aggregate Exercise Price divided by the total number of Warrant Shares, subject to adjustment as provided in Section 7. For the avoidance of doubt, the initial Exercise Price per Warrant Share shall equal the Series A Per Share Price.

SECTION 4. TERM OF WARRANT

Subject to the terms and conditions set forth herein, this Warrant may be exercised, in whole or in part, at any time and from time to time on or after the Issue Date and prior to or on the Expiration Date. This Warrant shall terminate and be void, and all rights hereunder shall cease, at 5:00 p.m. Eastern Time on the Expiration Date, except as otherwise provided in Section 7.5 with respect to an Acquisition.

SECTION 5. EXERCISE OF WARRANT

5.1 Manner of Exercise

This Warrant may be exercised by the Holder, in whole or in part, by (a) delivering to the Company a duly completed and executed Notice of Exercise in the form attached hereto as Exhibit A; (b) surrendering this Warrant to the Company at its principal office (or, if this Warrant has been lost, stolen, or destroyed, delivering the documentation described in Section 10); and (c) making payment of the aggregate Exercise Price for the Warrant Shares being purchased in accordance with Section 5.2.

5.2 Payment

Payment of the aggregate Exercise Price may be made, at the election of the Holder, by one or a combination of the following methods:

(a) **Cash Exercise**. By wire transfer of immediately available funds, or by certified or official bank check payable to the order of the Company, in an amount equal to the product of (i) the Exercise Price and (ii) the number of Warrant Shares being purchased; or

(b) **Cashless (Net) Exercise**. By electing to receive Warrant Shares equal to the value of this Warrant (or the portion thereof being exercised), in which case the Company shall issue to the Holder a number of Warrant Shares computed using the following formula:

$$X = Y * (A - B) / A$$

where:

X = the number of Warrant Shares to be issued to the Holder;

Y = the number of Warrant Shares otherwise issuable upon exercise of this Warrant (or the portion being exercised);

A = the Fair Market Value of one share of Common Stock as of the date of exercise; and

B = the Exercise Price then in effect.

If the foregoing calculation results in a number of Warrant Shares that is zero or less, this Warrant may not be net exercised. No fractional shares shall be issued, and the provisions of Section 6 shall apply.

5.3 Effectiveness and Delivery

Each exercise of this Warrant shall be deemed effective immediately prior to the close of business on the date on which the last of the items required by Section 5.1 has been received by the Company (the “Exercise Date”). The person entitled to receive the Warrant Shares shall be treated as the record holder of such Warrant Shares as of the Exercise Date. Within a reasonable time, and in any event not more than five (5) Business Days after the Exercise Date, the Company shall issue and deliver to the Holder a certificate or certificates (or, if applicable, book-entry notation) representing the Warrant Shares.

5.4 Partial Exercise

If this Warrant is exercised in part only, the Company shall, upon surrender of this Warrant, execute and deliver a new Warrant of like tenor evidencing the right of the Holder to purchase the balance of the Warrant Shares remaining subject to this Warrant.

5.5 Valid Issuance

All Warrant Shares issued upon the due exercise of this Warrant shall, upon issuance and payment of the Exercise Price (or net exercise) in accordance herewith, be validly issued, fully paid, and nonassessable, and free and clear of all taxes, liens, and charges (other than restrictions on transfer under applicable securities laws and any liens or encumbrances created by the Holder).

5.6 Reservation of Shares

The Company covenants that it shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the exercise of this Warrant, such number of shares of Common Stock as shall from time to time be sufficient to effect the exercise in full of this Warrant. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the exercise in full of this Warrant, the Company shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, using its commercially reasonable efforts to obtain the requisite stockholder approval of any necessary amendment to its certificate of incorporation. The Company shall not close its books against the transfer of this Warrant or the Warrant Shares in any manner that interferes with the timely exercise of this Warrant.

SECTION 6. NO FRACTIONAL SHARES

No fractional shares of Common Stock shall be issued upon exercise of this Warrant. In lieu of any fractional share to which the Holder would otherwise be entitled, the number of Warrant Shares issuable shall be rounded to the nearest whole share (with 0.5 of a share being rounded upward).

SECTION 7. ADJUSTMENTS

7.1 Stock Splits, Stock Dividends, Subdivisions, and Combinations

If the Company, at any time while this Warrant is outstanding, (a) pays a stock dividend or otherwise makes a distribution payable in shares of Common Stock, (b) subdivides its outstanding shares of Common Stock into a larger number of shares, or (c) combines (including by reverse stock split) its outstanding shares of Common Stock into a smaller number of shares, then in each case the number of Warrant Shares issuable upon exercise of this Warrant shall be proportionately adjusted, and the Exercise Price shall be proportionately adjusted, such that the aggregate Exercise Price payable for all Warrant Shares shall remain unchanged immediately before and after such event.

7.2 Reclassification, Reorganization, or Recapitalization

If, at any time while this Warrant is outstanding, the Common Stock is changed into the same or a different number of shares of any class or classes of stock, whether by reclassification, reorganization, recapitalization, or otherwise (other than a subdivision or combination of shares provided for in Section 7.1 or an Acquisition governed by Section 7.5), then, upon any subsequent exercise of this Warrant, the Holder shall be entitled to receive the kind and amount of shares of stock and other securities and property that the Holder would have been entitled to receive had this Warrant been exercised in full immediately prior to such event, and the Exercise Price shall be appropriately adjusted.

7.3 Dividends and Distributions (Other Than Common Stock)

If the Company declares or makes any distribution of its assets (or rights to acquire its assets) to holders of Common Stock, by way of return of capital or otherwise (including any distribution of cash, stock or other securities, property, or options or rights, but excluding dividends or distributions covered by Section 7.1), then the Board shall make appropriate provision so that the Holder, upon exercise of this Warrant, shall be entitled to receive, in addition to the Warrant Shares, the assets or other property that the Holder would have been entitled to receive had the Holder been the record holder of the Warrant Shares immediately prior to the record date for such distribution.

7.4 Anti-Dilution Adjustment for Below-Price Issuances

If the Company issues or sells, or is deemed to have issued or sold, any shares of Common Stock (or securities convertible into or exercisable or exchangeable for shares of Common Stock) ("New Securities") for a consideration per share less than the Exercise Price in effect immediately prior to such issuance or sale (a "Dilutive Issuance"), then, upon such Dilutive Issuance, the Exercise Price shall be adjusted to the price determined by multiplying (a) the Exercise Price in effect immediately prior to such Dilutive Issuance by (b) a fraction, the numerator of which is the sum of (i) the number of shares of Common Stock outstanding immediately prior to such Dilutive Issuance (on a fully diluted basis) plus (ii) the number of shares of Common Stock that the aggregate consideration received or deemed received by the Company for such New Securities would have purchased at the then-effective Exercise Price, and the denominator of which is the sum of (x) the number of shares of Common Stock outstanding immediately prior to such Dilutive Issuance (on a fully diluted basis) plus (y) the number of shares of Common Stock so issued or deemed issued in such Dilutive Issuance. Upon any such adjustment to the Exercise Price, the number of Warrant Shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the Aggregate Exercise Price payable upon exercise in full of this Warrant shall remain unchanged. The foregoing adjustment shall not apply to (i) shares of Common Stock (or options or convertible securities) issued to employees, officers, directors, or consultants of the Company pursuant to equity incentive plans approved by the Board ("Exempt Issuances"), (ii) shares of Common Stock issued upon exercise or conversion of options, warrants, or convertible securities outstanding as of the Issue Date, (iii) shares of Common Stock issued as a dividend or distribution on the Series A Preferred Stock or pursuant to any stock split, subdivision, or similar event covered by Section 7.1, or (iv) shares of Common Stock issued in connection with bona fide strategic transactions approved by the Board, including joint ventures, technology licensing arrangements, or equipment leasing arrangements.

7.5 Acquisition, Merger, Consolidation, or Sale of the Company

(a) **Definition**. For purposes of this Warrant, an "Acquisition" means: (i) any consolidation, merger, or reorganization of the Company with or into any other entity or entities as a result of which the holders of the Company's outstanding capital stock immediately prior thereto hold less than a majority of the voting power of the surviving or resulting entity immediately thereafter; (ii) any sale, lease, license, transfer, or other disposition of all or substantially all of the assets of the Company; or (iii) any sale or series of related sales of capital stock of the Company resulting in a change of control of the Company.

(b) **Assumption**. Upon the closing of any Acquisition in which the consideration payable to holders of Common Stock consists, in whole or in part, of cash, securities, or other property, the successor or surviving entity (or its parent) shall assume the obligations of the Company under this Warrant, and this Warrant shall thereafter be exercisable for the kind and amount of securities, cash, or other property that the Holder would have been entitled to receive in such Acquisition had this Warrant been exercised in full immediately prior to the closing thereof, with appropriate adjustment to the Exercise Price. The Company covenants that it shall not consummate any Acquisition unless, prior to or simultaneously with the closing thereof, the successor or surviving entity (or its parent) shall have (i) assumed in writing, in form and substance reasonably satisfactory to the Holder, all obligations of the Company under this Warrant, the

Subscription Agreement, and each other Transaction Document, and (ii) delivered to the Holder such assumption agreement and such other instruments, certificates, and documents as may be reasonably necessary to evidence and effectuate such assumption.

(c) **Cash or Non-Assumption**. Notwithstanding Section 7.5(b), if the surviving or acquiring entity does not assume this Warrant, or if the consideration payable to holders of Common Stock in the Acquisition consists solely of cash, then this Warrant shall, to the extent not previously exercised, be deemed automatically exercised on a cashless (net exercise) basis pursuant to Section 5.2(b) immediately prior to the closing of such Acquisition, and the Holder shall participate in such Acquisition as a holder of the Warrant Shares so issued. If the Fair Market Value of one share of Common Stock in connection with such Acquisition is less than the then-effective Exercise Price, this Warrant shall expire and terminate upon the closing of such Acquisition without exercise.

(d) **Notice**. The Company shall provide the Holder with written notice of any Acquisition not less than fifteen (15) Business Days prior to the anticipated closing thereof.

7.6 Certificate as to Adjustments

Upon the occurrence of each adjustment pursuant to this Section 7, the Company, at its expense, shall promptly compute such adjustment in accordance with the terms hereof and furnish to the Holder a certificate setting forth such adjustment, the facts upon which it is based, the resulting Exercise Price, and the number of Warrant Shares issuable upon exercise of this Warrant.

7.7 No Impairment

The Company shall not, by amendment of its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but shall at all times in good faith assist in carrying out all such terms and in taking all such actions as may be necessary or appropriate to protect the rights of the Holder against impairment.

SECTION 8. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE HOLDER

The Holder represents, warrants, and covenants to the Company, as of the Issue Date and as of each Exercise Date, as follows:

8.1 Authorization

The Holder has full power and authority to enter into this Warrant. This Warrant constitutes the valid and binding obligation of the Holder, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, and similar laws and by general principles of equity.

8.2 Purchase for Own Account

This Warrant and the Warrant Shares are being acquired for the Holder's own account, for investment purposes only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act or applicable state securities laws. The Holder acknowledges that this Warrant is being acquired pursuant to, and as part of the securities purchased under, the Subscription Agreement in connection with the Holder’s purchase of shares of Series A Preferred Stock in the Offering.

8.3 Accredited Investor

The Holder is an “accredited investor” as defined in Rule 501(a) of Regulation D under the Securities Act. The Holder acknowledges that, in connection with the Offering being conducted pursuant to Rule 506(c) of Regulation D, the Company is required to take reasonable steps to verify, and the Holder agrees to cooperate in such verification of, the Holder's status as an accredited investor, and the Holder shall provide such documentation as the Company may reasonably request for such purpose.

8.4 Investment Experience; Access to Information

The Holder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company. The Holder has had an opportunity to ask questions of, and receive answers from, the Company concerning the terms of this Warrant and the business and financial condition of the Company, and to obtain such additional information as it deemed necessary.

8.5 Restricted Securities

The Holder understands that this Warrant and the Warrant Shares are "restricted securities" under the federal securities laws, have not been registered under the Securities Act or any state securities laws, and may not be resold without registration under, or an applicable exemption from, the Securities Act, and that the certificates representing the Warrant Shares will bear the legend referenced in Section 9.

8.6 No General Solicitation

To the extent applicable to the Holder's acquisition of this Warrant, the Holder is acquiring this Warrant in a manner consistent with the requirements of the applicable exemption from registration.

SECTION 9. TRANSFER RESTRICTIONS; LEGEND

9.1 Restrictions on Transfer

Neither this Warrant nor any Warrant Shares may be sold, assigned, pledged, hypothecated, or otherwise transferred or disposed of, in whole or in part, except in compliance with the Securities Act and applicable state securities laws and the terms of this Warrant. Any transfer of this Warrant must be made in accordance with the conditions herein and shall be registered on the books of the Company upon surrender of this Warrant, properly endorsed, together with a duly executed instrument of assignment in the form attached hereto as Exhibit B and, if reasonably requested by the Company, an opinion of counsel reasonably satisfactory to the Company that such transfer does not require registration under the Securities Act.

9.2 Legend

Each certificate (or book-entry notation) representing this Warrant and the Warrant Shares shall bear a legend substantially in the form set forth on the face of this Warrant, together with any legend required by applicable state securities laws or any applicable stockholders agreement or other agreement to which the Warrant Shares are subject.

9.3 Removal of Legend

The legend shall be removed and the Company shall issue a certificate or book-entry notation without such legend to the holder thereof at such time as the securities may be sold under Rule 144 without restriction or upon delivery of an opinion of counsel reasonably satisfactory to the Company that such legend is no longer required.

9.4 Compliance with Rule 506(c)

The Holder acknowledges that the Offering is being conducted pursuant to Rule 506(c) of Regulation D, and the Holder agrees to provide such information and documentation as the Company may reasonably require to verify the Holder's accredited investor status and to comply with applicable securities laws. The Holder's accredited investor status has been verified in accordance with the Subscription Agreement and the Memorandum.

SECTION 10. LOSS, THEFT, DESTRUCTION, OR MUTILATION OF WARRANT

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction, or mutilation of this Warrant, and (in the case of loss, theft, or destruction) of indemnity or security reasonably satisfactory to the Company, and upon surrender and cancellation of this Warrant if mutilated, the Company shall execute and deliver a new Warrant of like tenor and date.

SECTION 11. NO RIGHTS AS STOCKHOLDER

Except as otherwise provided herein, prior to the exercise of this Warrant, the Holder shall not be entitled, solely by virtue of holding this Warrant, to vote, receive dividends, or be deemed the holder of Common Stock for any purpose, nor shall anything contained herein be construed to confer upon the Holder any rights of a stockholder of the Company or any right to vote, give or withhold consent to any corporate action, receive notice of meetings, or otherwise, until this Warrant has been duly exercised and Warrant Shares have been issued.

SECTION 12. NOTICES

All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not, then on the next Business Day; (c) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next-Business-Day delivery, with written verification of receipt; or (d) three (3) Business Days after deposit in the United States mail, by certified or registered mail, postage prepaid, return receipt requested. All communications shall be sent to the Company at its principal executive offices and to the Holder at the address (or email address) set forth on the books of the Company, or at such other address as a party may designate by ten (10) days' advance written notice to the other party.

SECTION 13. AMENDMENTS AND WAIVERS

Any term of this Warrant may be amended or waived only with the written consent of the Company and the Holder. No waiver of any single breach or default shall be deemed a waiver of any other breach or default theretofore or thereafter occurring.

SECTION 14. GOVERNING LAW

This Warrant and all matters arising out of or relating to this Warrant shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any dispute, controversy, or claim arising out of or relating to this Warrant, including the breach, termination, or validity thereof, shall be resolved in accordance with the dispute resolution provisions set forth in Section 8.2 of the Subscription Agreement, which are incorporated herein by reference, mutatis mutandis.

SECTION 15. MISCELLANEOUS

15.1 Successors and Assigns

The terms and conditions of this Warrant shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, subject to the transfer restrictions set forth herein.

15.2 Severability

If any provision of this Warrant is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

15.3 Headings

The headings used in this Warrant are for convenience of reference only and shall not affect the construction or interpretation of this Warrant.

15.4 Counterparts; Electronic Signatures

This Warrant may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission (including PDF or electronic signature) shall be effective as delivery of an original.

15.5 Saturdays, Sundays, and Holidays

If the last or appointed day for the taking of any action or the expiration of any right required or granted herein is not a Business Day, then such action may be taken or right may be exercised on the next succeeding Business Day.

15.6 Entire Agreement

This Warrant, together with the exhibits hereto, the Subscription Agreement, the Memorandum, and (if applicable) the Rights Agreement, and each other Transaction Document, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating thereto.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its duly authorized officer as of the Issue Date.

COMPANY:

X3FINTECH INC.

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

***ACKNOWLEDGED AND AGREED*:**

HOLDER:

____
Signature (Individual)

____
Signature (Joint)
(all record holders must sign)

____
Name(s) Typed or Printed

Address to Which Correspondence Should be Directed

____

____

____
Email Address for Notification

____
Date

ENTITY HOLDER:

By: ______________________________
Signature

Its: ______________________________
Title

____
Entity Name Typed or Printed

Address to Which Correspondence Should be Directed

____

____

____
Email Address for Notification

____
Date

[*Exhibits Follow*]

EXHIBIT A

Notice of Exercise

(See Attached)

Board of Directors
X3Fintech Inc.
10 Adelaide St. E
Toronto, ON

The undersigned Holder hereby elects to exercise the attached Warrant for, and to purchase thereunder, the number of shares of Common Stock set forth below (the “Warrant Shares”), and tenders payment of the Aggregate Exercise Price set forth below, in the manner of exercise indicated below (check one):

Number of Warrant Shares: ____________________________

Aggregate Exercise Price: ______________________________

Manner of Exercise:

☐ Cash Exercise. The Holder tenders herewith payment in full of the aggregate Exercise Price for such Warrant Shares in the amount of $_________________________.

☐ Cashless (Net) Exercise. The Holder elects to exercise this Warrant on a net issuance basis pursuant to Section 5.2(b).

Please issue a certificate or certificates (or book-entry notation) representing the Warrant Shares in the name of the Holder or in such other name as is specified below:

Name: ____

Address: ____

____

The Holder hereby reaffirms the representations and warranties set forth in Section 8 of the Warrant as of the date hereof.

HOLDER:

By: ________________________________

Name: ______________________________

Title, if any: _________________________

Date:_______________________________

EXHIBIT B

Instrument of Assignment

(See Attached)

INSTRUMENT OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto the assignee named below (the "Assignee") all of the rights of the undersigned under the attached Warrant, with respect to the number of Warrant Shares set forth below:

Number of Warrant Shares: ______________________________

Name of Assignee: _____________________________________

Address of Assignee: ___________________________________

____

Email Address: ____

Phone Number: ____

The undersigned does hereby irrevocably constitute and appoints X3Fintech Inc. as attorney to make such transfer on its books maintained for that purpose, with full power of substitution.

The undersigned and the Assignee acknowledge that the transfer is subject to the restrictions set forth in the Warrant, including Section 9 thereof.

HOLDER:

By: ___________________________________

Name: _________________________________

Title, if any: ___________________________

Date:__________________________________