Fill in this information to identify the case:

Debtor Ample, Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 25-90817

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

NGV Co Investment Fund LP

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
NGV Co Investment Fund LP NGV Management, LLC 855 El Camino Real Suite 13A-348 Palo Alto, CA 94301, United States	
Contact phone	Contact phone
Contact email anthony@newground.vc	Contact email

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?

25908172602040000000000005

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 265446.58 . **Does this amount include interest or other charges?**

☐ No

☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Money loaned

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

25908172602040000000000005

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
☑ No	
☐ Yes. *Check all that apply:*	
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/04/2026
MM / DD / YYYY

/s/Anthony Xu
Signature

Print the name of the person who is completing and signing this claim:

Name: Anthony Xu
First name Middle name Last name

Title: Manager

Company: New Ground Ventures GP, LLC, the ultimate general partner of the credit
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 475-7847 | International (781) 575-2036

Debtor:
25-90817 - Ample, Inc.
District:
Southern District of Texas, Houston Division

Creditor:
NGV Co Investment Fund LP
NGV Management, LLC
855 El Camino Real
Suite 13A-348
Palo Alto, CA, 94301
United States
Phone:
Phone 2:
Fax:
Email:
anthony@newground.vc

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Money loaned

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
265446.58

Includes Interest or Charges:
Yes

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Anthony Xu on 04-Feb-2026 8:01:06 p.m. Pacific Time
Title:
Manager
Company:
New Ground Ventures GP, LLC, the ultimate general partner of the creditor

VN: 2CFF337ED511937774186BF2724A785D

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***ACT***"), OR UNDER THE SECURITIES LAWS OF ANY STATES IN THE UNITED STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

CONVERTIBLE PROMISSORY NOTE

NGV Co-Investment Fund, LP

Note Number: CN-20

Date of Note: January 3, 2025

Principal Amount of Note: $165,000

For value received, Ample, Inc., a Delaware corporation (the "***Company***"), promises to pay to the undersigned holder or such party's assigns (the "***Holder***") the principal amount set forth above with simple interest on the outstanding principal amount at the rate of 10% per annum. Interest shall commence with the date hereof and shall continue on the outstanding principal amount until paid in full or converted. Interest shall be computed on the basis of a year of 365 days for the actual number of days elapsed. All unpaid interest and principal shall be due and payable upon request of the Majority Holders on or after July 3, 2026 (the "***Original Maturity Date***"); provided, however, that the Original Maturity Date may be automatically extended to the date of the Extended Maturity Date as defined in, and without further action or consent of the Holders pursuant to the terms of, Section 1(d) hereof.

1. Basic Terms.

(a) Series of Notes. This convertible promissory note (the "***Note***") is issued as part of a series of notes (collectively, the "***Notes***") issued pursuant to that certain Note Purchase and Exchange Agreement, dated January 3, 2025, as may be amended and/or restated from time to time (the "***Purchase Agreement***"), and having an aggregate principal amount not to exceed $100,000,000 and issued in a series of multiple closings to certain persons and entities (collectively, the "***Holders***"). The Company shall maintain a ledger of all Holders. Capitalized terms used and not otherwise defined herein will have the meanings set forth in the Purchase Agreement.

(b) Payments. All payments of interest and principal shall be in lawful money of the United States of America and shall be made pro rata among all Holders (based upon then-outstanding principal amounts of the Notes held by such Holders). All payments shall be applied first to any fees and expenses due and payable hereunder, then to accrued interest, and thereafter to principal.

(c) Prepayment. The Company may not prepay this Note prior to the Maturity Date without the consent of the Majority Holders (as defined in the Purchase Agreement); provided that if the Notes are prepaid, each Holder shall receive a cash repayment equal to (x) one and one-half times (1.5x) the then outstanding principal, and (y) unpaid accrued interest, unless otherwise agreed by the Majority

Holders.

(d) Extended Maturity Date. In the event that the Company issues and sells shares of its Preferred Stock to Preferred Investors while this Note remains outstanding in an equity financing that is a Nonqualified Financing (as defined below) with total proceeds to the Company of not less than $100,000,000 (excluding the conversion of the Notes or other convertible securities issued for capital raising purposes (e.g., Simple Agreements for Future Equity)) (an "***Extended Maturity Date Nonqualifed Financing***"), and the Majority Holders do not elect to treat such equity financing as a Qualified Financing pursuant to Section 2(b) hereof, then the Original Maturity Date will, automatically and without further action or consent of the Holders, be extended no more than one time to a date eighteen (18) months after the date of the initial closing of such Extended Maturity Date Nonqualifed Financing (as such, the "***Extended Maturity Date***" and sometimes referenced herein together with the Original Maturity Date, the "***Maturity Date***").

2. Conversion and Repayment.

(a) Conversion upon a Qualified Financing. In the event that the Company issues and sells shares of its Preferred Stock to investors (the "***Preferred Investors***") while this Note remains outstanding in an equity financing with total proceeds to the Company of not less than $150,000,000 (excluding the conversion of the Notes or other convertible securities issued for capital raising purposes (*e.g.*, Simple Agreements for Future Equity)) (a "***Qualified Financing***"), then the outstanding principal amount of this Note and any unpaid accrued interest shall, effective upon the initial closing of such Qualified Financing, automatically convert in whole without any further action by the Holder into shares of Shadow Preferred Stock at a conversion price per share (the "***Conversion Price***") equal to the cash price paid per share of the Preferred Stock in the Qualified Financing, multiplied by 0.667, rounded to five decimal places. The issuance of the Shadow Preferred Stock pursuant to the conversion of this Note shall be upon and subject to the same terms and conditions applicable to preferred stock sold in the Qualified Financing. "***Shadow Preferred Stock***" means a newly created series of Preferred Stock having identical rights, privileges, preferences and restrictions as the Preferred Stock issued in the Qualified Financing, and otherwise on the same terms and conditions, other than with respect to (if applicable): (i) the initial per share liquidation preference and the initial conversion price per share for purposes of price-based anti-dilution protection, which will be equal to the Conversion Price; and (ii) the per share dividend, which will be the same percentage of the Conversion Price as applied to determine the per share dividends of the Preferred Investors in the Qualified Financing relative to the purchase price paid by the Preferred Investors; provided that, for the sake of clarity, the Shadow Preferred will have the same liquidation preference multiple as the Preferred Stock issued in such Qualified Financing.

(b) Optional Conversion at non-Qualified Financing. In the event the Company consummates, while this Note remains outstanding, an equity financing pursuant to which it sells shares of its Preferred Stock in a transaction for capital raising purposes that does not constitute a Qualified Financing (a "***Nonqualified Financing***"), then the Majority Holders shall have the option to treat such equity financing as a Qualified Financing on the same terms set forth herein and thereby convert the outstanding principal amount of the Notes and any unpaid accrued interest into the shares of Shadow Preferred Stock on the same terms and conditions as would otherwise apply to conversion of the Notes into shares of Shadow Preferred Stock in a Qualified Financing. The Company shall give the Holder notice of a Nonqualified Financing not less than ten (10) business days prior to the anticipated date of consummation of the Nonqualified Financing and the Majority Holders shall have five (5) business days following such notice of such Nonqualified Financing to elect to convert the Notes in such Nonqualified Financing.

(c) Change of Control. If the Company consummates a Change of Control (as defined below) while this Note remains outstanding, the Company shall upon the consummation of such

Change of Control, repay the Holder in cash in an amount (the "***Cash-Out Amount***") equal to (i) 150% of the outstanding principal amount of this Note, plus (ii) any unpaid accrued interest. For purposes of this Note, a "***Change of Control***" means (i) any Deemed Liquidation Event (as defined in the Company's then-effective certificate of incorporation), (ii) a consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization continue to represent a majority of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; (iii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; or (iv) the sale or transfer of all or substantially all of the Company's assets, or the exclusive license of all or substantially all of the Company's material intellectual property; provided that a Change of Control shall not include any transaction or series of transactions which constitute a bona fide venture financing transaction for capital raising purposes. The Company shall give the Holder notice of a Change of Control not less than five (5) business days prior to the anticipated date of consummation of the Change of Control. Any repayment pursuant to this Section in connection with a Change of Control shall be subject to any required tax withholdings, and may be made by the Company (or any party to such Change of Control or its agent) following the Change of Control in connection with payment procedures established in connection with such Change of Control. The Holder's right to receive the Cash-Out Amount shall be senior to any payments or distribution made with respect to any capital stock of the Company.

(d) Procedure for Conversion. In connection with any conversion of this Note into capital stock, the Holder shall surrender this Note to the Company and deliver to the Company any documentation reasonably required by the Company (including, in the case of a Qualified Financing or Nonqualified Financing in which the Majority Holders have elected to convert the Notes, all financing documents executed by the Preferred Investors in connection with such financing). The Company shall not be required to issue or deliver the capital stock into which this Note may convert until the Holder has delivered to the Company such financing documents. Any failure of the Holder to surrender the Note shall not prevent the issuance or delivery of the capital stock into which this Note converts, but upon the effectiveness of the conversion and the receipt by Holder of duly issued stock certificates evidencing such shares of capital stock, the rights of the Holder to any repayment or conversion under this Note shall terminate. Upon the conversion of this Note into capital stock pursuant to the terms hereof, in lieu of any fractional shares to which the Holder would otherwise be entitled, the Company shall pay the Holder cash equal to such fraction multiplied by the price at which this Note converts.

(e) Interest Accrual. If a Change of Control, Qualified Financing or Nonqualified Financing in which the Majority Holders have elected to convert the Notes is consummated, all interest on this Note shall be deemed to have stopped accruing as of a date selected by the Company that is up to 10 days prior to the signing of the definitive agreement for the Change of Control or applicable financing.

3. Events of Default.

(a) If there shall be any Event of Default (as defined below) hereunder, at the option and upon the declaration of the Majority Holders and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under subsection (ii) or (iii) below), this Note shall accelerate and an amount equal to (x) one and one-half times (1.5x) the then outstanding

principal, and (y) unpaid accrued interest shall become immediately due and payable. The occurrence of any one or more of the following shall constitute an "***Event of Default***":

(i) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any unpaid accrued interest or other amounts due under this Note on the date the same becomes due and payable;

(ii) The Company files any petition or action for relief under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, liquidation or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing;

(iii) An involuntary petition is filed, or any proceeding or case is commenced, against the Company (unless such petition, proceeding or case is dismissed or discharged within 60 days) under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, liquidation or moratorium statute or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company, or an order for relief is entered against the Company in any of the foregoing;

(iv) Any representation or warranty made by the Company herein or in the Purchase Agreement proves to have been false or misleading on or as of the date made, except where such false or misleading representation or warranty would not result in a Material Adverse Effect (as defined in the Purchase Agreement); or

(v) The Company fails to perform or observe any covenant, term, condition or agreement contained in this Note or any agreement executed and delivered in connection herewith, and the breach of such covenant, term, condition or agreement is not cured within ten (10) business days after the Company's receipt of notice of such breach from the Holder.

(b) In the event of any Event of Default hereunder, the Company shall pay all reasonable attorneys' fees and court costs incurred by the Holder in enforcing and collecting this Note.

4. Miscellaneous Provisions.

(a) Waivers. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

(b) Further Assurances. The Holder agrees and covenants that at any time and from time to time the Holder will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require in order to carry out the full intent and purpose of this Note and to comply with state or federal securities laws or other regulatory approvals.

(c) Successors and Assigns; Transfer of this Note or Securities Issuable on Conversion Hereof; No Transfers to Bad Actors; Notice of Bad Actor Status.

(i) Subject to the restrictions on transfer described in this Section 4(c), the rights and obligations of the Company and Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(ii) With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted, Holder will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of Holder's counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify Holder that Holder may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this Section 4(c) that the opinion of counsel for Holder, or other evidence, is not reasonably satisfactory to the Company, the Company shall so notify Holder promptly after such determination has been made. Each Note thus transferred and each certificate, instrument or book entry representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144.

(iii) Subject to Section 4(c)(ii), transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of the Company as provided in the Purchase Agreement. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever, whether or not this Note shall be overdue and the Company shall not be affected by notice to the contrary.

(iv) Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of the Majority Holders.

(v) Holder agrees not to sell, assign, transfer, pledge or otherwise dispose of any securities of the Company issued upon conversion of the Note, or any beneficial interest therein, to any person (other than the Company or an affiliate of the Holder) unless and until the proposed transferee confirms to the reasonable satisfaction of the Company that neither the proposed transferee nor any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members nor any person that would be deemed a beneficial owner of those securities (in accordance with Rule 506(d) of the Securities Act) is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act, except as set forth in Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed, reasonably in advance of the transfer, in writing in reasonable detail to the Company. Holder will promptly notify the Company in writing if Holder or, to Holder's knowledge, any person specified in Rule 506(d)(1) under the Securities Act becomes subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act.

(d) Market Standoff. The Holder, on behalf of itself and its assignees, hereby agrees that the Holder and any such assignees shall be bound by the market standoff provision in Section 2.11 of the Investors' Rights Agreement.

(e) Amendment and Waiver. Any term of this Note may be amended or waived with the written consent of the Company and the Holder (provided any such amendment does not provide an advantage to the Holder that is not provided to the other Holders). In addition, any term of this Note may be amended or waived with the written consent of the Company and the Majority Holders. Upon the effectuation of such waiver or amendment with the consent of the Majority Holders in conformance with

this paragraph, such amendment or waiver shall be effective as to, and binding against the holders of, all of the Notes, and the Company shall promptly give written notice thereof to the Holder if the Holder has not previously consented to such amendment or waiver in writing; provided that the failure to give such notice shall not affect the validity of such amendment or waiver.

(f) Governing Law. This Note shall be governed by and construed under the laws of the State of Delaware, as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware, without giving effect to conflicts of laws principles.

(g) Binding Agreement. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Note, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Note, except as expressly provided in this Note.

(h) Counterparts; Manner of Delivery. This Note may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(i) Titles and Subtitles. The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

(j) Notices. All notices and other communications given or made pursuant to this Note shall be in writing (including electronic mail as permitted in this Note) and shall be deemed effectively given upon the earlier of actual receipt, or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page, or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 4(k). If notice is given to the Company, a copy (which copy shall not constitute notice) shall also be sent to WilmerHale LLP, 2600 El Camino Real, Suite 400, Palo Alto, CA 94306, Attention: Todd Rumberger (email: todd.rumberger@wilmerhale.com). Each party consents (including for purposes of Section 232 of the Delaware General Corporation Law if this Note converts into capital stock of the Company) to the delivery of any notice pursuant to this Note by electronic mail at the e-mail address set forth below on the signature page, as updated from time to time by notice to the other party. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify the other party of any change in its e-mail address, and that failure to do so shall not affect the foregoing. The terms of this Section 4(j) shall survive any conversion and/or repayment of this Note.

(k) Expenses. Except as otherwise provided in the Purchase Agreement, each of the Company and the Holder shall bear such party's respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Note and the transactions contemplated herein. In the event of any default hereunder, the Company shall pay all expenses, including reasonable attorneys' fees and court costs incurred by Holder in enforcing and collecting this Note.

(l) Waiver of Conflicts. Each party to this Note acknowledges that WilmerHale LLP ("***WilmerHale***") has acted as counsel solely to the Company with respect to this Note, the Purchase Agreement and the transactions contemplated hereby and thereby (together, the "***Note Financing***"), and has negotiated the terms of the Note Financing solely on behalf of the Company. WilmerHale may have, in the past, represented and/or may, now or in the future, represent the Holder and/or its affiliates in other matters, including matters that are similar, but not substantially related, to the Note Financing. The applicable rules of professional conduct require that WilmerHale inform its clients of these representations and obtain their waivers of the conflicts that may arise from such representations. Each of the Company and the Holder hereby (i) acknowledges that such party has been advised about such circumstances and has had an opportunity to ask for additional information, (ii) acknowledges that, with respect to the Note Financing, WilmerHale has represented solely the Company and no other party, and (iii) gives its informed consent to WilmerHale's representation of the Company in the Note Financing and WilmerHale's representation of the Holder and/or its affiliates in such unrelated matters.

(m) Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to the Holder, upon any breach or default of the Company under this Note shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character by the Holder of any breach or default under this Note, or any waiver by the Holder of any provisions or conditions of this Note, must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Note, or by law or otherwise afforded to the Holder, shall be cumulative and not alternative. This Note shall be void and of no force or effect in the event that the Holder fails to remit the full principal amount to the Company within five calendar days of the date of this Note.

(n) Entire Agreement. This Note, together with the Purchase Agreement and the other Transaction Agreements, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof, and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

(o) Exculpation among Holders. The Holder acknowledges that the Holder is not relying on any person, firm or corporation, other than the Company and its officers and members of the Company's Board of Directors, in making the Holder's investment or decision to invest in the Company.

(p) Seniority; Pari Passu Notes; Subordination. The indebtedness evidenced by this Note and the other Notes is senior in right of payment to any outstanding unsecured debt owed by the Company and the Company's equity securities. If Holder holds any unsecured debt owed by the Company to Holder or holds any equity securities of the Company, Holder hereby acknowledges and agrees that such other unsecured debt or equity securities are subordinated in right of payment to the Notes. The payment of all or any portion of the outstanding principal amount of this Note and all interest hereon shall be pari passu in right of payment and in all other respects to any other Notes. If the Holder receives payments in excess of its pro rata share of the Company's payments to the holders of all of the Notes, then the Holder shall hold in trust all such excess payments for the benefit of the Holders of the other Notes and shall pay such amounts held in trust to such other holders upon demand by such holders. If requested by the Company and approved by the Majority Holders, the Notes may be subordinated to future indebtedness of the Company for money borrowed from banks or similar financial institutions, including venture debt financing, and under any capital leases.

(q) Broker's Fees. Each party hereto represents and warrants that no agent, broker,

investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this subsection being untrue.

(r) Excessive Interest. Notwithstanding any other provision herein or in the Purchase Agreement to the contrary, this Note is hereby expressly limited so that the interest rate charged hereunder shall at no time exceed the maximum rate permitted by applicable law. If, for any circumstance whatsoever, the interest rate charged exceeds the maximum rate permitted by applicable law, the interest rate shall be reduced to the maximum rate permitted, and if the Holder shall have received an amount that would cause the interest rate charged to be in excess of the maximum rate permitted, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing hereunder (without charge for prepayment) and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal, such excess shall be refunded to the Company.

5. Tax Matters.

(a) Any Holder, successor, assign, or participant that is entitled to an exemption from or reduction of withholding tax (including, without limitation, any withholding tax imposed under any of Sections 1441 – 1446 of the Internal Revenue Code of 1986, as amended (the "***Code***"), Sections 1471 – 1474 of the Code, and/or Sections 3401 – 3406 of the Code) under the law of the United States, or an applicable treaty to which such jurisdiction is a party, with respect to payments under this Note or any other related transaction document shall deliver to the Company, at the time or times prescribed by applicable law and at any times reasonably requested by the Company, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Company as will permit such payments to be made without withholding or at a reduced rate.

(b) Without limiting the generality of the foregoing, on or prior to the date of this Note and on or prior to any other date that a person becomes a Holder hereunder or the Note is transferred or assigned (and from time to time thereafter upon the reasonable request of the Company),

(i) each Holder that is a "United States person" as defined in Section 7701(a)(30) of the Code shall provide the Company with a duly completed and executed United States Internal Revenue Service ("***IRS***") Form W-9; and

(ii) each Holder that is not such a "United States person" (a "***Foreign Holder***"), in order to claim a complete exemption from withholding tax under Code Sections 871(h) or 881(c) with respect to payments of "portfolio interest," such Foreign Holder shall: (i) deliver to the Company the applicable duly executed originals of IRS Form W-8BEN or Form W-8BEN-E, as applicable (together with a certificate representing that such Foreign Holder is not a bank for purposes of Code Section 881(c), is not a 10-percent shareholder (within the meaning of Code Section 871(h)(3)(B)) of the Company and is not a controlled foreign corporation related to the Company (within the meaning of Code Section 864(d)(4))); and (ii) deliver to the Company any such form or certification (or any applicable successor form) promptly upon the obsolescence or invalidity of any form previously delivered by such Holder. To the extent a Foreign Holder is not the beneficial owner of interest or other amounts paid with respect to the Note, such Holder shall deliver to the Company duly executed originals of IRS Form W-8IMY, accompanied by applicable IRS Forms W-9, W-8BEN, Form W-8BEN-E and/or other certification documents from each beneficial owner (provided that if Holder is treated as a partnership for U.S. federal income tax purposes, Holder shall provide a certificate on behalf of each direct and indirect partner representing that such direct and indirect partner is not a bank for purposes of Code Section 881(c), is not

a 10-percent shareholder (within the meaning of Code Section 871(h)(3)(B)) of the Company and is not a controlled foreign corporation related to the Company (within the meaning of Code Section 864(d)(4))).

(c) This Note is in registered form within the meaning of Section 1.871-14(c)(1)(i) of the U.S. Treasury income tax regulations for United States federal income and withholding tax purposes. This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form reasonably satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Principal and interest shall be paid solely to the registered holder of this Note, and such payment shall constitute full discharge of the Company's obligation to pay such principal and interest.

(d) The Company shall be entitled to deduct or withhold from any payments under this Note any amounts it is required to deduct or withhold as required by applicable law. To the extent that amounts are deducted and withheld from payments otherwise payable pursuant to this Note and paid over to the appropriate governmental authority, such amounts shall be treated for all purposes of this Note as having been paid to the person in respect of whom such deduction or withholding was made. If a payment is payable (in whole or in part) in consideration other than cash and if the cash portion of any such payment is insufficient to satisfy all required tax withholding obligations (or the payment consists entirely of non-cash consideration), the Company shall retain an amount of the non-cash consideration otherwise payable equal in value to the amount required to satisfy any applicable withholding (as reasonably determined by the Company in good faith).

[Signature pages follow]

The parties have executed this **Convertible Promissory Note** as of the date first noted above.

COMPANY:

AMPLE, INC.

By: _____

Name: Khaled Hassounah
Title: Chief Executive Officer

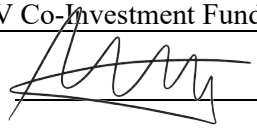
E-mail: khassounah@ample.com

Address:

The parties have executed this **Convertible Promissory Note** as of the date first noted above.

HOLDER (if an entity):

Name of Holder: NGV Co-Investment Fund, LP

By: 

Name: Anthony Xu
Title: Authorized Signatory

E-mail: anthony@newground.vc

Address: 855 El Camino Real, Ste. 13A-348
Palo Alto, CA 94301

HOLDER (if an individual):

Name of Holder: _____

Signature: _____

E-mail: _____

Address: _____

AMPLE, INC.

NOTE PURCHASE AND EXCHANGE AGREEMENT

This Note Purchase and Exchange Agreement (the "**Agreement**") is made as of January 3, 2025, by and among Ample, Inc., a Delaware corporation (the "**Company**"), the persons and entities named on the Schedule of Purchasers attached hereto as **Schedule A-1** (individually, a "**Purchaser**" and collectively, the "**Purchasers**"), and the Exchange Parties (defined below) (with the Company, each Purchaser and each Exchange Party, a "**Party**").

RECITALS

A. The Company has authorized the sale and issuance of convertible promissory notes in substantially the form attached hereto as **Exhibit A** (each, a "**Note**" and collectively, the "**Notes**"). The aggregate authorized principal amount of the Notes is $100,000,000 (such amount, the "**Maximum Authorized Note Principal**").

B. In connection with the transactions contemplated by this Agreement, each Exchange Party will be entitled to exchange a certain number of shares of the Company's shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series C-1 Preferred Stock (collectively, the "**Legacy Preferred Stock**") held by such Exchange Party for shares of the Company's Series C-2 Preferred Stock or Series C-3 Preferred Stock (the foregoing series collectively, the "**Senior Preferred Stock**" and together with the Legacy Preferred Stock, the "**Preferred Stock**"), as further detailed in this Agreement.

AGREEMENT

In consideration of the foregoing, and the representations, warranties, covenants and conditions set forth below, the Company, each Purchaser and each Exchange Party, severally and not jointly, intending to be legally bound, hereby agree as follows:

1. NOTES

1.1 The Notes. Subject to the terms of this Agreement, each Purchaser, severally and not jointly, agrees to purchase from the Company at the applicable Closing (as defined below) a Note in the principal amount set forth opposite such Purchaser's name on the Schedule of Purchasers with respect to such Closing, against the issuance and delivery by the Company of a Note for such principal amount. The maximum aggregate principal amount of all Notes to be issued and sold by the Company to the Purchasers pursuant to this Agreement shall be an amount equal to the Maximum Authorized Note Principal.

2. CLOSINGS; DELIVERY; EXCHANGES

2.1 Initial Closing. The initial closing of the sale and purchase of the Notes by each Purchaser listed on the Schedule of Purchasers under the heading "Initial Closing" in the principal amount set forth opposite such Purchaser's name under such heading (the "**Initial Closing**") shall take place remotely via the exchange of documents and signatures on the date of this Agreement, on the terms and conditions set forth in this Agreement. For purposes hereof, the term "**Closing**" shall apply to the Initial Closing and each Subsequent Closing (as defined below), unless otherwise specified.

2.2 Subsequent Closings. After the Initial Closing, the Company may sell in one or more subsequent closings (each, a "**Subsequent Closing**"), on the terms and conditions set forth in this Agreement, additional Notes with an aggregate principal amount of up to the Maximum Authorized Note

Principal, less the aggregate principal amount of the Notes sold in the Initial Closing or any other Subsequent Closing, to one or more additional Purchasers (each such Purchaser, an "**Additional Purchaser**") acceptable to the Lead Investor and the Company (provided that any Purchaser that is an Exchange Offeree shall be deemed acceptable), provided that (a) such Subsequent Closing is consummated prior to January 24, 2025 (the "**Outside Closing Date**"), and (b) each Additional Purchaser and their affiliated Exchange Party (as applicable) is or becomes a party to the applicable Transaction Agreements (as defined below). Notwithstanding the provisions of Section 7.2, upon the execution by an Additional Purchaser and Exchange Party of a counterpart signature page to this Agreement, the Company may amend the applicable Schedule of Purchasers attached hereto as **Schedule A-1** and the Exchange Schedule attached hereto as **Schedule A-2**, without the consent of the Purchasers or Exchange Parties, to set forth the amounts to be invested by such Additional Purchaser in the applicable Subsequent Closing, and the details of the applicable Exchange related thereto (if any).

2.3 Delivery. At each Closing, (a) each Purchaser participating in such Closing shall deliver to the Company (i) a wire transfer to a bank account designated by the Company for the principal amount of such Purchaser's Note for the applicable Closing, and (ii) if not previously provided to the Company, a valid, duly executed IRS Form W-9 or applicable version of IRS Form W-8 and any other tax forms required by Section 5(b) of the Note, and (b) the Company shall issue and deliver to each Purchaser participating in such Closing a Note in favor of such Purchaser payable in the principal amount of such Purchaser's Note for the applicable Closing. In addition, at each Closing, the Company shall deliver to each Exchange Party an electronic stock certificate representing the shares of Senior Preferred Stock being issued to such Exchange Party at such Closing pursuant to the applicable Exchange.

2.4 Exchanges.

(a) Initial Closing C-2 Exchanges. Each Purchaser who purchases one or more Notes at the Initial Closing and is either the record holder, or is not a record holder but is instead an Affiliate of a record holder, of shares of Legacy Preferred Stock as of immediately prior to the Initial Closing, shall designate themselves, or the other applicable record holder Affiliate(s), to serve as such Purchaser's corresponding "Exchange Party" hereunder (such Purchaser record holder, or Affiliate record holder, as applicable, a "**C-2 Exchange Party**"), and such C-2 Exchange Party shall be listed on the Exchange Schedule attached hereto as **Schedule A-2**, and participate in the C-2 Exchange concurrently with the Initial Closing. Effective as of the Initial Closing, each C-2 Exchange Party hereby transfers and assigns to the Company, and the Company hereby accepts from such C-2 Exchange Party, all of such C-2 Exchange Party's right, title and interest in and to such number of shares of Legacy Preferred Stock as is set forth opposite such C-2 Exchange Party's name on **Schedule A-2**, in consideration for the Company's sale and issuance to such C-2 Exchange Party of such number of shares of Series C-2 Preferred Stock as is set forth opposite such C-2 Exchange Party's name on **Schedule A-2** (each such sale, transfer, exchange and issuance hereunder, a "**C-2 Exchange**"). Notwithstanding anything herein to the contrary but subject to Section 2.4(c) below, the Company, each Purchaser participating in the Initial Closing and each C-2 Exchange Party hereby acknowledge and agree that (i) the shares of Series C-2 Preferred Stock set forth on **Schedule A-2** with respect to the Initial Closing represent the only shares of Senior Preferred Stock issuable to such Exchange Party (or Purchaser) in connection with the Initial Closing, that such C-2 Exchange Party (or Purchaser) are not entitled to exchange any shares of Legacy Preferred Stock, or receive any shares of Senior Preferred Stock, in connection with the purchase of Notes at the Initial Closing, except as set forth on **Schedule A-2** in relation to the Initial Closing, (ii) a C-2 Exchange Party, together with its Affiliates, may not purchase more than the aggregate Pro Rata Amount of the corresponding Affiliated Exchange Offeree(s) in the Initial Closing, and (iii) the principal amount of any Note issued in the Initial Closing shall reduce (on a

corresponding dollar-for-dollar basis), the Pro Rata Amount of the applicable Exchange Offeree (the Purchaser and/or its Affiliate(s)) with respect to Subsequent Closings hereunder.

(b) Rights Offering; Subsequent Closing C-3 Exchanges.

(1) The Company shall have initiated at least seven calendar days prior to the Initial Closing a rights offering (the **"Rights Offering**") to each record holder of Legacy Preferred Stock as of the Initial Closing that is an "accredited investor", as such term is defined in Rule 501 under the Securities Act (each an "**Exchange Offeree**") and pursuant to a Notice of Right to Participate substantially in the form attached hereto as **Exhibit G** (the "**Notice of Right to Participate**"). Prior to the Outside Closing Date, each Exchange Offeree shall be eligible to acquire one or more Notes in accordance with Section 2.1 or Section 2.2, and participate (or designate an applicable Affiliate(s)) in an Exchange, in each case as further described below.

(2) Each Exchange Offeree shall be entitled to purchase up to such principal amount of Notes, at the Initial Closing or at one or more Subsequent Closings, as is equal to the sum of, for each series of Legacy Preferred Stock owned by such Exchange Offeree, the product of (i) the ratio of (a) the number of shares of such series Legacy Preferred Stock held by such Exchange Offeree immediately prior to the Initial Closing to (b) the total number of outstanding shares of such series of Legacy Preferred Stock immediately prior to the Initial Closing, multiplied by (ii) the applicable Series Exchange Dollar Allocation for such series of Legacy Preferred Stock, as described in Section 2.4(b)(5) below (such sum, an Exchange Offeree's "**Pro Rata Amount**"); provided that such Pro Rata Amount shall be correspondingly reduced by the principal amount of any Note purchased by such Exchange Offeree (or its permitted assign(s)) at the Initial Closing. Subject to the consent of the Company, each Exchange Offeree shall have the right to assign its foregoing investment rights to its Affiliates that are "accredited investors", provided that any assignment shall not otherwise affect its rights and obligations to participate in an Exchange in accordance with Section 2.4(b)(5) with respect to the Note(s) purchased by its permitted assign(s). Notwithstanding anything herein to the contrary, the Company, each Purchaser and each Exchange Party hereby acknowledge and agree that the Pro Rata Amount of each Exchange Offeree is as set forth opposite their name on **Schedule B** attached hereto (the "**Allocation Schedule**").

(3) In order to participate as a Purchaser or as an Additional Purchaser in a Closing, an Exchange Offeree (or its permitted assign(s)) shall return to the Company, a completed and executed Indication of Interest which is included as Exhibit A to the Notice of Right to Participate (the "**Indication of Interest**") no later than (a) December 31, 2024, in the case of a Purchaser that wishes to participate in the Initial Closing, and/or (b) January 17, 2025 (the "**C-3 Rights Offering Election Date**"), in the case of an Additional Purchaser that wishes to participate in a Subsequent Closing, stating (i) the principal amount of Notes such Exchange Offeree (or its permitted assign(s)) wishes to purchase, which, for the avoidance of doubt, may be less than, equal to, or greater than such Exchange Offeree's Pro Rata Amount (provided that the Company is not obligated to sell to any Exchange Offeree an amount in excess of the Exchange Offeree's Pro Rata Amount) (the "**Expressed Demand Amount**"), and (ii) whether such Exchange Offeree wishes to participate in the applicable Exchange. Any closings for such Rights Offering will occur no later than the Outside Closing Date. If, as of the C-3 Rights Offering Election Date, the Exchange Offerees (or their permitted assign(s)) have in the aggregate not elected to purchase at least the entire Pro Rata Amount of Notes principal for all Exchange Offerees, the Company will promptly (within two business days) offer the remaining unallocated Pro Rata Amount of Notes principal on a pro rata basis (determined based on the relative Expressed Demand Amount of Notes of each Exchange Offeree (or their permitted assign(s) that has elected to purchase a principal amount of

Notes in excess of such Exchange Offeree's Pro Rata Amount in their applicable Indication of Interest (such Exchange Offerees, a "**Fully Exercising Offeree**") to the Fully Exercising Offerees (or their permitted assign(s)) (such offering of the remaining unallocated Note principal, the "**Final Offering**"). For the avoidance of doubt, in no event will an Exchange Party be permitted to exchange shares of a series of Legacy Preferred Stock in excess of (i) the total Series Exchange Share Allocation applicable to such series, taking into account all other Exchanges or (ii) the number of shares of Legacy Preferred Stock held by such Exchange Offeree in a given series of Legacy Preferred Stock.

(4) Each Exchange Offeree who purchases one or more Notes at a Subsequent Closing, or Exchange Offeree who assigns a portion of its Pro Rata Amount investment right to an Affiliate who then purchases one or more Notes at a Subsequent Closing, shall, if electing to participate in a C-3 Exchange, designate themselves as such Exchange Offeree's corresponding "Exchange Party" hereunder for purposes of such Note(s) so purchased (a "**C-3 Exchange Party**", and together with the C-2 Exchange Parties, collectively, the "**Exchange Parties**" and each, an "**Exchange Party**"), and such C-3 Exchange Party shall be listed on the Exchange Schedule attached hereto as **Schedule A-2**, and participate in the C-3 Exchange concurrently with the Subsequent Closing in which it or its assigns participates, and on the terms described herein. Each C-3 Exchange Party participating in a Subsequent Closing hereby agrees to transfer and assign to the Company all of such C-3 Exchange Party's right, title and interest in and to such number of shares of Legacy Preferred Stock, and in consideration for the Company's sale and issuance to such C-3 Exchange Party of such number of shares of Series C-3 Preferred Stock, as are in each case described in Section 2.4(b)(5) below (each such sale, transfer, exchange and issuance hereunder, a "**C-3 Exchange**"), and which shares of Legacy Preferred Stock and shares of Series C-3 Preferred Stock shall be set forth on **Schedule A-2** at the time of such applicable Subsequent Closing. Notwithstanding anything herein to the contrary, the Company, each Purchaser participating in the applicable Subsequent Closing and each C-3 Exchange Party hereby acknowledge and agree that (i) the shares of Series C-3 Preferred Stock issuable to the applicable C-3 Exchange Party pursuant to Section 2.4(b)(5) below represent the only shares of Senior Preferred Stock issuable to such Exchange Party in connection with such Subsequent Closing, that such C-3 Exchange Party is not entitled to exchange any shares of Legacy Preferred Stock, or receive any shares of Senior Preferred Stock, in connection with the purchase of Notes at a Subsequent Closing, except as described in such Section, (ii) a C-3 Exchange Party may not purchase more than the Pro Rata Amount of the corresponding Exchange Offeree in any Subsequent Closing prior to the Final Offering, and (iii) the principal amount of any Note issued in the Initial Closing or in a Subsequent Closing shall reduce (on a corresponding dollar-for-dollar basis), the Pro Rata Amount of the applicable Exchange Offeree with respect to Subsequent Closings thereafter.

(5) **Exchange Obligation**. With respect to each Subsequent Closing and related C-3 Exchange:

(a) **Series C-1 Exchange**. For each full $5.766 in aggregate principal amount invested in the purchase of one or more Notes by an Exchange Offeree (or its permitted assign(s)) in a Subsequent Closing, such Party's corresponding Exchange Party shall (assuming they have elected in accordance with the Rights Offering terms to participate in the applicable C-3 Exchange) exchange 0.86 shares of Series C-1 Preferred Stock, rounded down to the nearest whole share (such Series C-1 Preferred Stock, as exchanged, "**Exchanged Series C-1 Legacy Preferred Stock**") held (if any) by such Exchange Party for one (1) share of Series C-3 Preferred Stock (the "**Series C-1 Exchange Ratio**");

(b) **Series C Exchange**. For each full $6.705 in aggregate principal amount invested in the purchase of one or more Notes by an Exchange Offeree (or its permitted assign(s)) in a Subsequent Closing, such Party's corresponding Exchange Party shall (assuming they have elected in accordance with the Rights Offering terms to participate in the applicable C-3 Exchange) exchange one (1) share of Series C Preferred Stock (such Series C Preferred Stock, as exchanged, "**Exchanged Series C Legacy Preferred Stock**") held (if any) by such Exchange Party for one (1) share of Series C-3 Preferred Stock (the "**Series C Exchange Ratio**");

(c) **Series B Exchange**. For each full $11.174 in aggregate principal amount invested in the purchase of one or more Notes by an Exchange Offeree (or its permitted assign(s)) in a Subsequent Closing, such Party's corresponding Exchange Party shall (assuming they have elected in accordance with the Rights Offering terms to participate in the applicable C-3 Exchange) exchange one (1) share of Series B Preferred Stock (such Series B Preferred Stock, as exchanged, "**Exchanged Series B Legacy Preferred Stock**") held (if any) by such Exchange Party for one (1) share of Series C-3 Preferred Stock (the "**Series B Exchange Ratio**"); and

(d) **Series A Exchange**. For each full $16.762 in aggregate principal amount invested in the purchase of one or more Notes by an Exchange Offeree (or its permitted assign(s)) in a Subsequent Closing, such Party's corresponding Exchange Party shall (assuming they have elected in accordance with the Rights Offering terms to participate in the applicable C-3 Exchange) exchange one (1) share of Series A Preferred Stock (sometimes together with the Exchanged Series C-1 Legacy Preferred Stock, the Exchanged Series C Legacy Preferred Stock, and the Exchanged Series B Legacy Preferred Stock, collectively the "**Exchanged Legacy Preferred Stock**") held (if any) by such Exchange Party for one (1) share of Series C-3 Preferred Stock (the "**Series A Exchange Ratio**");

provided, however, that:

(i) in the event a C-3 Exchange Party immediately prior to the Subsequent Closing is the record holder of more than one series of Legacy Preferred Stock, such C-3 Exchange Party's shares of Legacy Preferred Stock shall be exchanged in the following descending order of priority (provided that no dollar of Note principal is applied to more than one share Exchanged as described in the above subparts (a)-(d) of this Section 2.4(b)(5), and subject in each case to the Series Exchange Share Allocations (as defined below): *first* by exchanging any shares of Series C-1 Preferred Stock held by such C-3 Exchange Party in accordance with the Series C-1 Exchange Ratio (until (x) such Exchange Party has no more shares of Series C-1 Preferred Stock left to exchange, (y) in the case of an Exchange other than in connection with a Final Offering, such Exchange Party has reached their pro rata share of such Series Exchange Share Allocation, or (z) in the case of an Exchange in connection with a Final Offering, until the aggregate Series C-1 Exchange Dollar Allocation has been allocated), *second* by exchanging any shares of Series C Preferred Stock held by such Exchange Party in accordance with the Series C Exchange Ratio (until (x) such Exchange Party has no more shares of Series C Preferred Stock left to exchange, (y) in the case of an Exchange other than in connection with a Final Offering, such Exchange Party has reached their pro rata

share of such Series Exchange Share Allocation, or (z) in the case of an Exchange in connection with a Final Offering, until the aggregate Series C Exchange Dollar Allocation has been allocated), *third* by exchanging any shares of Series B Preferred Stock held by such C-3 Exchange Party in accordance with the Series B Exchange Ratio (until (x) such Exchange Party has no more shares of Series B Preferred Stock left to exchange, (y) in the case of an Exchange other than in connection with a Final Offering, such Exchange Party has reached their pro rata share of such Series Exchange Share Allocation, or (z) in the case of an Exchange in connection with a Final Offering, until the aggregate Series B Exchange Dollar Allocation has been allocated), and *fourth* by exchanging shares of Series A Preferred Stock held by such C-3 Exchange Party in accordance with the Series A Exchange Ratio (until (x) such Exchange Party has no more shares of Series A Preferred Stock left to exchange, (y) in the case of an Exchange other than in connection with a Final Offering, such Exchange Party has reached their pro rata share of such Series Exchange Share Allocation, or (z) in the case of an Exchange in connection with a Final Offering, until the aggregate Series A Exchange Dollar Allocation has been allocated),

(ii) except in connection with a Purchaser's purchase of a Note as part of the Final Offering (if any), a C-3 Exchange Party shall not be entitled to exchange any shares of its Legacy Preferred Stock in excess of the pro rata amount of such shares described opposite such C-3 Exchange Party's name on **Schedule B** hereto (less any shares of its Legacy Preferred Stock which was exchanged at the Initial Closing for Series C-2 Preferred Stock),

(iii) in connection with a Purchaser's purchase of a Note as part of the Final Offering (if any), an Exchange Party that is a Fully Exercising Offeree shall be entitled to exchange shares of its Legacy Preferred Stock in excess of the amount of shares described opposite such Exchange Party's name on **Schedule B** hereto in accordance with subparts (a)-(d) of this Section 2.4(b)(5), on a pro-rata basis with other Fully Exercising Offerees, and

(iv) no more than following maximum number of shares of each series of Legacy Preferred Stock may be exchanged pursuant to the terms of this Agreement (including in connection with any Final Offering) (as applicable to each series of Legacy Preferred Stock, a "**Series Exchange Share Allocation**"):

(i) Up to 1,422,448 shares (i.e. up to approximately $9,536,942 in principal amount of Notes (the "**Series C-1 Exchange Dollar Allocation**")) of the Company's Series C-1 Preferred Stock;

(ii) Up to 4,772,834 shares (i.e. up to approximately $31,999,943 in principal amount of Notes (the "**Series C Exchange Dollar Allocation**")) of the Company's Series C Preferred Stock;

(iii) Up to 1,036,001 shares (i.e. up to approximately $11,576,617 in principal amount of Notes (the "**Series B Exchange Dollar Allocation**")) of the Company's Series B Preferred Stock; and

(iv) Up to 1,291,604 shares (i.e. up to approximately $21,649,228 in principal amount of Notes (the "**Series A Exchange Dollar**

Allocation", and together with the Series C-1 Exchange Dollar Allocation, Series C Exchange Dollar Allocation, and Series B Exchange Dollar Allocation, each, a "**Series Exchange Dollar Allocation**")) of the Company's Series A Preferred Stock.

Notwithstanding anything herein to the contrary and for the avoidance of doubt, each dollar purchased in Notes by a Purchaser may only be counted once by all Exchange Offerees (or their permitted assign(s)) and Exchange Parties across all Exchanges hereunder.

(c) Each exchange of Legacy Preferred Stock for Senior Preferred Stock effected pursuant to this Section 2.4 is referred to herein as an "**Exchange**". For the avoidance of doubt, (i) each Exchange Offeree who holds shares of Legacy Preferred Stock and fails, together with its permitted assigns, to purchase Notes pursuant to this Agreement shall not be entitled to exchange any shares of Legacy Preferred Stock for shares of Senior Preferred Stock, provided that there will be no effect on such stockholder's shares of Legacy Preferred Stock; (ii) any remaining shares of Legacy Preferred Stock held by an Exchange Offeree that are not exchanged for shares of Senior Preferred Stock will not be exchanged; and (iii) regardless of the aggregate purchase amount of Notes by an Exchange Offeree, no stockholder holding shares of Legacy Preferred Stock will receive shares of Senior Preferred Stock hereunder that are not exchanged for Legacy Preferred Stock pursuant to the terms of this Agreement. The Company's agreement with each Exchange Party under this Section is a separate agreement, and each Exchange pursuant to this Section is a separate issuance. Each Exchange shall be effected on a stockholder-by-stockholder basis.

(d) To facilitate each Exchange, each Exchange Party shall surrender to the Company the stock certificates, if any, representing such shares of Exchanged Legacy Preferred Stock subject to such Exchange (collectively, the "**Existing Certificates**"). Upon surrender of the Existing Certificates to the Company, the holder of such Existing Certificates shall be entitled to receive in exchange therefor, a certificate or certificates representing the number of shares of Senior Preferred Stock into which Exchanged Legacy Preferred Stock shall have been exchanged in such Exchange, as well as any remaining shares of Legacy Preferred Stock represented by the applicable Existing Certificate and not subject to the applicable Exchange. The Existing Certificates so surrendered shall be cancelled. Notwithstanding anything to the contrary in this Agreement, the Company shall not be obligated to issue stock certificates evidencing such Senior Preferred Stock described on the Exchange Schedule unless the Existing Certificates are delivered to the Company or the Exchange Party notifies the Company that such certificates have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates; provided, however, that each such share of Senior Preferred Stock described on the Exchange Schedule shall be deemed automatically issued and outstanding in the name of the applicable Exchange Party pursuant to the terms of this Agreement whether or not such Existing Certificates have been delivered to the Company.

(e) All rights with respect to any Exchanged Legacy Preferred Stock exchanged for Senior Preferred Stock pursuant to this Agreement, including the rights, if any, to receive notices and vote, will terminate at the time of such Exchange. Each Exchange Party hereby agrees that upon consummation of such Exchange, such Exchange Party shall not be entitled to any other consideration in respect of such Exchanged Legacy Preferred Stock other than those shares of Senior Preferred Stock in the amount and type as set forth opposite such Exchange Party's name on the Exchange Schedule. Each Exchange Party hereby represents and warrants that such Exchange Party has not transferred, pledged or otherwise disposed of, or encumbered any interest in, the Exchanged Legacy Preferred Stock held by such Exchange Party on the date of such Closing.

Each Exchange Party, without limiting any of the representations and warranties of such Exchange Party otherwise set forth herein, acknowledges that such Exchange Party (i) has had the opportunity to review the Notice of Right to Participate, this Agreement and the Transaction Agreements and understands the transactions contemplated herein, including, without limitation, the terms of the Exchanges, (ii) has engaged or has had the opportunity to engage independent legal counsel to review and advise such Exchange Party in connection with the foregoing and the transactions contemplated herein and (iii) has had the opportunity to ask questions to management of the Company about the Notice of Right to Participate, including the Indication of Interest, this Agreement and the Transaction Agreements and the transactions contemplated herein and has had such questions answered to the satisfaction of such Exchange Party.

(f) Other than each Exchange Party's right to receive the Senior Preferred Stock set forth opposite such Purchaser's name on the Exchange Schedule and the rights provided for in this Agreement and the Transaction Agreements, each Exchange Party subject to the terms of this Section hereby waives (on behalf of himself, herself or itself, as applicable) any and all demands, claims, suits, actions, causes of actions, proceedings, assessments and rights in respect of the Exchanged Legacy Preferred Stock exchanged in connection with this Section, including, without limitation, past or present actual, deemed or alleged default or event of default under instruments documenting the issuance of such Exchanged Legacy Preferred Stock.

(g) The Company shall adopt and file the Amended and Restated Certificate of Incorporation, in the form attached hereto as **Exhibit B** (the "**Restated Certificate**"), with the Secretary of State of Delaware before the Initial Closing which authorizes shares of each series of Senior Preferred Stock to be issued in the Exchanges.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to each Purchaser that, except as set forth on the Disclosure Schedule attached as **Exhibit C** to this Agreement, which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and correct as of the date of the Initial Closing, except as otherwise indicated. The Disclosure Schedule shall be arranged in sections corresponding to the numbered and lettered sections and sections contained in this Section 3, and the disclosures in any section or section of the Disclosure Schedule shall qualify other sections and sections in this Section 3 only to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections and sections.

3.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect.

3.2 Capitalization.

(a) The authorized capital of the Company consists, immediately prior to the Initial Closing, of:

(1) 29,295,321 shares of common stock, $0.0001 par value per share (the "**Common Stock**"), 9,653,272 shares of which are issued and outstanding immediately prior to the Initial Closing. All of the outstanding shares of Common Stock

have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws.

(2) 18,999,521 shares of Preferred Stock, of which (A) 2,693,687 have been designated Series C-1 Preferred Stock, 1,410,978 of which are issued and outstanding immediately prior to the Initial Closing, (B) 4,772,836 have been designated Series C Preferred Stock, 4,772,834 of which are issued and outstanding immediately prior to the Initial Closing, (C) 3,982,475 of which have been designated Series B Preferred Stock, 3,457,771 of which are issued and outstanding immediately prior to the Initial Closing, and (D) 7,550,523 of which have been designated Series A Preferred Stock, 7,209,200 of which are issued and outstanding immediately prior to the Initial Closing. The rights, privileges and preferences of the Preferred Stock are as stated in the Restated Certificate and as provided by the Delaware General Corporation Law. The Company holds no Preferred Stock in its treasury.

(b) The Company has reserved 1,614,200 shares of Common Stock for issuance to officers, directors, employees and consultants of the Company pursuant to its 2015 Equity Incentive Plan duly adopted by the Board of Directors and approved by the Company stockholders (the "**Stock Plan**"). Of such reserved shares of Common Stock under the Stock Plan, no shares have been issued pursuant to restricted stock purchase agreements, options to purchase 473,538 shares have been granted and are currently outstanding or promised, 1,050,001 shares have been issued pursuant to the exercise of options, and 90,681 shares of Common Stock remain available for issuance to officers, directors, employees and consultants pursuant to the Stock Plan. The Company has furnished to the Purchasers complete and accurate copies of the Stock Plan and forms of agreements used thereunder.

(c) Section 3.2(c) of the Disclosure Schedule sets forth the capitalization of the Company immediately following the Initial Closing including the number of shares of the following: (i) issued and outstanding Common Stock, including, with respect to restricted Common Stock, vesting schedule and repurchase price; (ii) granted stock options, including vesting schedule and exercise price; (iii) shares of Common Stock reserved for future award grants under the Stock Plan; (iv) issued and outstanding Preferred Stock; and (v) warrants or stock purchase rights, if any. Except for (A) the conversion privileges of the shares to be issued pursuant to the Notes, (B) the rights provided in Section 4 of the Investors' Rights Agreement, and (C) the securities and rights described in Section 3.2(a)(2) of this Agreement and Section 3.2(a)(2) of the Disclosure Schedule, there are no (i) equity securities of any class of the Company or any security exchangeable into or exercisable for such equity securities authorized, issued, reserve for issuance or outstanding, or (ii) equity securities, options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, obligating the Company to issue, or to purchase or acquire from the Company, any shares of Common Stock, Preferred Stock, or any securities convertible into or exchangeable for shares of Common Stock, Preferred Stock or other capital stock. No holder of indebtedness of the Company has any right to convert or exchange such indebtedness for any equity securities or other securities of the Company.

(d) None of the Company's stock purchase agreements or stock option documents contains a provision for acceleration of vesting (or lapse of a repurchase right) or other changes in the vesting provisions or other terms of such agreement or understanding upon the occurrence of any event or combination of events. The Company has never adjusted or amended the exercise price of any stock options previously awarded, whether through amendment, cancellation, replacement grant, repricing, or any other means. Except as set forth in the Restated Certificate, the Company has no obligation (contingent or otherwise) to purchase or redeem any of its capital stock.

(e) The Company has obtained valid waivers of any rights by other parties to purchase any of the shares issued upon covered by this Agreement.

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

3.4 Authorization. All corporate action required to be taken by the Board of Directors and stockholders in order to authorize the Company to enter into the Transaction Agreements, to issue the Notes, and to consummate the Exchanges, has been taken. All action on the part of the officers of the Company necessary for the execution and delivery of the Transaction Agreements, the performance of all obligations of the Company under the Transaction Agreements to be performed as of the Closing, and the issuance and delivery of the Notes and shares of Preferred Stock pursuant to the Exchanges has been taken. The Transaction Agreements, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (iii) to the extent the indemnification provisions contained in the Investors' Rights Agreement may be limited by applicable federal or state securities laws.

3.5 Valid Issuance of Shares. The shares of Preferred Stock, when issued and delivered pursuant to the Exchanges in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. Assuming the accuracy of the representations of the Purchasers in Section 4 of this Agreement and subject to the filings described in Section 3.6 below, such shares of Preferred Stock will be issued in compliance with all applicable federal and state securities laws. The Common Stock issuable upon conversion of such shares of Preferred Stock has been duly reserved for issuance, and upon issuance in accordance with the terms of the Restated Certificate, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable federal and state securities laws and liens or encumbrances created by or imposed by a Purchaser. Assuming the accuracy of the representations of the Purchasers in Section 4 of this Agreement, the Common Stock issuable upon conversion of such shares of Preferred Stock will be issued in compliance with all applicable federal and state securities laws.

3.6 Governmental Consents and Filings. Assuming the accuracy of the representations made by the Purchasers in Section 4 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for (i) the filing of the Restated Certificate, which will have been filed as of the Initial Closing, and (ii) filings pursuant to applicable securities laws, which have been made or will be made in a timely manner.

3.7 Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or to the Company's knowledge, currently threatened in writing (i) against the Company or any officer, director or Key Employee of the Company arising out of their employment or board relationship with the Company; or (ii) that questions the validity of the Transaction Agreements or the right of the Company to enter into them, or to consummate the transactions contemplated by the

Transaction Agreements; or (iii) to the Company's knowledge, that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Neither the Company nor, to the Company's knowledge, any of its officers, directors or Key Employees is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers, directors or Key Employees, such as would affect the Company). There is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened in writing (or any basis therefor known to the Company) involving the prior employment of any of the Company's employees, their services provided in connection with the Company's business, or any information or techniques allegedly proprietary to any of their former employers or their obligations under any agreements with prior employers.

3.8 Intellectual Property. The Company owns or possesses or believes it can acquire on commercially reasonable terms sufficient legal rights to all Company Intellectual Property without any known conflict with, or infringement of, the rights of others. To the Company's knowledge, no product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any intellectual property rights of any other party. Other than with respect to commercially available software products under standard end-user object code license agreements, there are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other Person. The Company has not received any communications alleging that the Company has violated, or by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any other Person. The Company has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with the Company's business. To the Company's knowledge, it will not be necessary to use any inventions of any of its current or prior employees or consultants (or Persons it currently intends to hire) made prior to their employment by the Company. Each employee and consultant has assigned to the Company all intellectual property rights he or she owns that are related to the Company's business as now conducted and as presently proposed to be conducted. Section 3.8 of the Disclosure Schedule lists all Company Intellectual Property. Except as may be set forth in Section 3.8 of the Disclosure Schedule, the Company has not embedded any open source, copyleft or community source code in any of its products generally available or in development, including but not limited to any libraries or code licensed under any General Public License, Lesser General Public License or similar license arrangement. To the extent the Company uses any open source or copyleft software in its products or services, the Company is in compliance with the terms of any such licenses in all material respects, and the Company is not required under any such license to (a) make or permit any disclosure or to make available any source code for its (or any of its licensors') proprietary software or (b) distribute or make available any of the Company's proprietary software or intellectual property (or to permit any such distribution or availability). For purposes of this Section 3.8, the Company shall be deemed to have knowledge of a patent right if the Company has actual knowledge of the patent right or would be found to be on notice of such patent right as determined by reference to United States patent laws. No government funding, facilities of a university, college, other educational institution or research center, or funding from third parties was used in the development of any Company Intellectual Property. No Person who was involved in, or who contributed to, the creation or development of any Company Intellectual Property, has performed services for the government, university, college, or other educational institution or research center in a manner that would affect Company's rights in the Company Intellectual Property

3.9 Compliance with Other Instruments. The Company is not in violation or default (i) of any provisions of its Restated Certificate or Bylaws, (ii) of any instrument, judgment, order, writ or decree, (iii) under any note, indenture or mortgage, or (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound that is required to be listed on the Disclosure Schedule, or (v) to its knowledge, of any provision of federal or state statute, rule or regulation applicable to the Company, the violation of which would have a Material Adverse Effect. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated by the Transaction Agreements will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under any such provision, instrument, judgment, order, writ, decree, contract or agreement; or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

3.10 Certain Transactions.

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

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

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

3.12 Property. The property and assets that the Company owns are free and clear of all mortgages, deeds of trust, liens, loans and encumbrances, except for statutory liens for the payment of current taxes that are not yet delinquent and encumbrances and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets. With respect to the property and assets it leases, the Company is in compliance with such leases and holds a valid

leasehold interest free of any liens, claims or encumbrances other than those of the lessors of such property or assets. The Company does not own any real property.

3.13 Financial Statements. The Company has delivered to each Purchaser its unaudited financial statements (balance sheet and income and cash flow statements, including notes thereto) as at and for the 12 month period ended December 31, 2023 and for the nine-month period ended September 30, 2024 (the "**Balance Sheet Date**") (collectively, the "**Financial Statements**"). The Financial Statements fairly present in all material respects the financial condition and operating results of the Company as of the dates, and for the periods, indicated therein, subject to normal year-end audit adjustments. Except as set forth in the Financial Statements, the Company has no material liabilities or obligations, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to the Balance Sheet Date; (ii) obligations under contracts and commitments incurred in the ordinary course of business; and (iii) liabilities and obligations of a type or nature not required under GAAP to be reflected in the Financial Statements, which, in all such cases, individually and in the aggregate would not have a Material Adverse Effect

3.14 Changes. Since the Balance Sheet Date there has not been:

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

(b) any damage, destruction or loss, whether or not covered by insurance, that would have a Material Adverse Effect;

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

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

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

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

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

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

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

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

(k) any sale, assignment or transfer of any Company Intellectual Property that could reasonably be expected to result in a Material Adverse Effect;

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

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

(n) any arrangement or commitment by the Company to do any of the things described in this Section 3.14.

(o) any arrangement or commitment by the Company to do any of the things described in this Section 3.14.

3.15 Employee Matters.

(a) All employees of the Company are either United States citizens or resident aliens specifically authorized to engage in employment in the United States in accordance with all applicable laws.

(b) To the Company's knowledge, none of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with the ability of any such employee to promote the interest of the Company or that would materially conflict with the Company's business. Neither the execution or delivery of the Transaction Agreements, nor the carrying on of the Company's business by the employees of the Company, nor the conduct of the Company's business as now conducted and as presently proposed to be conducted, will, to the Company's knowledge, conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract, covenant or instrument under which any such employee is now obligated.

(c) The Company is not delinquent in payments to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation for any service performed for it to the date hereof or amounts required to be reimbursed to such employees, consultants or independent contractors. The Company has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment, including those related to wages, hours, worker classification and collective bargaining. The Company has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental entity all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing.

(d) To the Company's knowledge, no Key Employee intends to terminate employment with the Company or is otherwise likely to become unavailable to continue as a Key Employee, nor does the Company have a present intention to terminate the employment of any of the

foregoing. The employment of each employee of the Company is terminable at the will of the Company. Except as set forth in Section 2.15(n) of the Disclosure Schedule or as required by law, upon termination of the employment of any such employees, no severance or other payments will become due. Except as set forth in Section 2.15(n) of the Disclosure Schedule, the Company has no policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment services.

(e) The Company does not sponsor, nor has it ever contributed to or have any liability for any "Employee Benefit Plan" as that term is defined in the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**").

(f) To the Company's knowledge, none of the Key Employees or directors of the Company has been (i) subject to voluntary or involuntary petition under the federal bankruptcy laws or any state insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for his business or property; (ii) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (iii) subject to any order, judgment or decree (not subsequently reversed, suspended, or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him from engaging, or otherwise imposing limits or conditions on his engagement in any securities, investment advisory, banking, insurance, or other type of business or acting as an officer or director of a public company; or (iv) found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission or the Commodity Futures Trading Commission to have violated any federal or state securities, commodities, or unfair trade practices law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.

3.16 Tax Returns and Payments. There are no federal, state, county, local or foreign taxes due and payable by the Company which have not been timely paid. There are no accrued and unpaid federal, state, county, local or foreign taxes of the Company which are due, whether or not assessed or disputed. There have been no examinations or audits of any tax returns or reports by any applicable federal, state, local or foreign governmental agency. The Company has duly and timely filed all federal, state, county, local and foreign tax returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year.

3.17 Insurance. The Company has in full force and effect insurance policies concerning such casualties as would be reasonable and customary for companies like the Company. with extended coverage, sufficient in amount (subject to reasonable deductions) to allow it to replace any of its properties that might be damaged or destroyed.

3.18 Employee Agreements. Each current and former employee, consultant and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms delivered to the counsel for the Purchasers (**the "Confidential Information Agreements**"). No current or former Key Employee has excluded works or inventions from his or her assignment of inventions pursuant to such Key Employee's Confidential Information Agreement. Each current and former Key Employee has executed a written agreement which includes a non-solicitation covenant. The Company is not aware that any of its Key Employees is in violation of any agreement covered by this Section 3.18.

3.19 Permits. The Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business, the lack of which could reasonably be expected to have a Material Adverse Effect. The Company is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

3.20 Corporate Documents. The Restated Certificate and Bylaws of the Company are in the form provided to the Purchasers. The copy of the minute books of the Company provided to the Purchasers contains minutes of all meetings of directors and stockholders and all actions by written consent without a meeting by the directors and stockholders since the date of incorporation and accurately reflects in all material respects all actions by the directors (and any committee of directors) and stockholders with respect to all transactions referred to in such minutes.

3.21 83(b) Elections. To the Company's knowledge, all elections and notices under Section 83(b) of the Code have been or will be timely filed by all eligible individuals who have acquired unvested shares of the Company's Common Stock.

3.22 Real Property Holding Corporation. The Company is not now and has never been a "United States real property holding corporation" as defined in the Code and any applicable regulations promulgated thereunder. The Company has filed with the Internal Revenue Service all statements, if any, with its United States income tax returns which are required under such regulations.

3.23 Foreign Corrupt Practices Act; Sanctions. Neither the Company nor any of the Company's directors, officers employees or agents have, directly or indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA")), foreign political party or official thereof or candidate for foreign political office for the purpose of (i) influencing any official act or decision of such official, party or candidate, (ii) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority, or (iii) securing any improper advantage, in the case of (i), (ii) and (iii) above in order to assist the Company or any of its Affiliates in obtaining or retaining business for or with, or directing business to, any Person. Neither the Company nor any of its subsidiaries, nor any of their respective directors, officers, employees or agents have made or authorized any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any law, rule or regulation. Neither the Company nor, to the Company's knowledge, any of its officers, directors or employees are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to the FCPA or any other anti-corruption law (collectively, "**Enforcement Action**").

3.24 Data Privacy. In connection with its collection, storage, transfer (including, without limitation, any transfer across national borders) and/or use of any personally identifiable information from any individuals, including, without limitation, any customers, prospective customers, employees and/or other third parties (collectively "**Personal Information**"), the Company is and has been, to the Company's knowledge, in compliance with all applicable laws in all relevant jurisdictions, the Company's privacy policies and the requirements of any contract or codes of conduct to which the Company is a party. The Company has commercially reasonable physical, technical, organizational and administrative security measures and policies in place to protect all Personal Information collected by it or on its behalf from and against unauthorized access, use and/or disclosure. To the extent the Company maintains or transmits protected health information, as defined under 45 C.F.R. § 160.103, the Company is in compliance with the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, including all rules and regulations promulgated thereunder. The Company is and has been, to the Company's knowledge, in compliance in all material respects with all laws relating to data loss, theft and breach of security notification obligations.

3.25 Critical Technologies. The Company does not produce, design, test, manufacture, fabricate or develop any "critical technologies" within the meaning of the Defense Production Act and applicable regulations set forth at 31 C.F.R. Part 801.204.

3.26 Disclosure. The Company has made available to the Purchasers all the information reasonably available to the Company that the Purchasers have requested for deciding whether to acquire the Shares, including certain of the Company's projections describing its proposed business plan (the "**Business Plan**").

4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS AND EXCHANGE PARTIES

Each Purchaser and Exchange Party, severally and not jointly, hereby represents and warrants to the Company as of each Closing in which such party purchases a Note and/or participates in an Exchange, as applicable, as to itself only:

4.1 Authorization. Such Party has full power and authority to enter into the Transaction Agreements. The Transaction Agreements to which such Party is a party, when executed and delivered by the Party, will constitute valid and legally binding obligations of the Party, enforceable against such Party in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, or (b) to the extent the indemnification provisions contained in the Investors' Rights Agreement may be limited by applicable federal or state securities laws.

4.2 Purchase for Own Account. Such Party is acquiring the Note, any securities issued upon conversion of the Note, and any shares of Preferred Stock issued pursuant to an Exchange, in each case as applicable (collectively, the "**Securities**"), solely for the Party's own account and beneficial interest for investment and not for sale or with a view to distribution of the Securities or any part thereof, has no present intention of selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the same, and does not presently have reason to anticipate a change in such intention. By executing this Agreement, such Party further represents that the Party does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Securities. The Party has not been formed for the specific purpose of acquiring the Securities.

4.3 Information and Sophistication. Without lessening or obviating the representations and warranties of the Company set forth in Section 3 above or the right of each Party to rely thereon, each Party hereby: (a) acknowledges that the Party has received all the information the Party has requested from the Company and the Party considers necessary or appropriate for deciding whether to acquire the Securities, (b) represents that the Party has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities and to obtain any additional information necessary to verify the accuracy of the information given the Party and (c) further represents that the Party has such knowledge and experience in financial and business matters that the Party is capable of evaluating the merits and risk of this investment.

4.4 Ability to Bear Economic Risk. Each Party acknowledges that investment in the Securities involves a high degree of risk, and represents that the Party is able, without materially impairing the Party's financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of the Party's investment.

4.5 Restricted Securities. Such Party understands that the Securities have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Party's representations as expressed herein. Such Party understands that the

Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, such Party must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Such Party acknowledges that the Company has no obligation to register or qualify the Securities, or the Common Stock into which shares of Preferred Stock may be converted, for resale except as set forth in the Investors' Rights Agreement. Such Party further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of such Party's control, and which the Company is under no obligation and may not be able to satisfy.

4.6 No Public Market. The Party understands that no public market now exists for the Securities and that the Company has made no assurances that a public market will ever exist for the Securities.

4.7 Legends. The Party understands that the shares of Preferred Stock and any securities issued in respect of or exchange for such shares, may be notated with one or all of the following legends:

(a) "THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(b) Any legend set forth in, or required by, the other Transaction Agreements.

(c) Any legend required by the securities laws of any state to the extent such laws are applicable to the Securities represented by the certificate, instrument, or book entry so legended.

4.8 Further Limitations on Disposition. Without in any way limiting the representations set forth above, each Party further agrees not to make any disposition of all or any portion of the Securities to any person or entity unless and until:

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

(b) The Party shall have notified the Company of the proposed disposition and furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, the Party shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration under the Securities Act or any applicable state securities laws; provided that no such opinion shall be required for dispositions in compliance with Rule 144 under the Securities Act, except in unusual circumstances.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, no such registration statement or opinion of counsel shall be necessary for a transfer by the Party to a partner (or retired partner), member (or retired member) or affiliates of the Party or transfers by gift, will or intestate succession to any spouse or lineal descendants or ancestors, if all transferees agree in writing to be subject to the terms hereof to the same extent as if they were the Party hereunder.

4.9 Accredited Investor Status. The Party is an "accredited investor" as such term is defined in Rule 501 under the Securities Act.

4.10 No General Solicitation. Neither such Party, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Securities.

4.11 Residence. If such Party is an individual, then such Party resides in the state or province identified in the address of the Party set forth on the Schedule of Purchasers or the Exchange Schedule, as applicable; if such Party is a partnership, corporation, limited liability company or other entity, then the office or offices of such Party in which its principal place of business is identified in the address or addresses of such Party set forth on the Schedule of Purchasers or the Exchange Schedule, as applicable.

4.12 Foreign Party. If such Party is not a United States person (as defined by Section 7701(a)(30) of the Code), such Party hereby represents that he, she or it has satisfied itself as to the full observance of the laws of such Party's jurisdiction in connection with any invitation to subscribe for the Securities or execute the Transaction Agreements, including (a) the legal requirements within such Party's jurisdiction for the purchase of the Securities, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Securities. Such Party's subscription, payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of such Party's jurisdiction.

4.13 Not on International Sanctions Lists. Such Party is not, and is not owned or controlled by a person (each, a "**Controlling Person**") that is, (i) listed on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**") or any similar export control, terrorism, money laundering or drug trafficking related list administered by any governmental authority either within or outside the United States (including, without limitation, the United Nations, the European Union, Canada or the United Kingdom) or (ii) the subject of any of the sanctions administered by OFAC, the U.S. Department of State or any equivalent sanctions or measures imposed by the United Nations, the European Union, Canada, the United Kingdom or any other government entity (collectively "**Sanctions**"), and none of such Party's officers or directors or, to such Party's knowledge, any of such Party's employees or agents, or a Controlling Person's respective officers, directors, employees or agents have engaged in sanctionable conduct under Sanctions. None of such Party or any of its officers or directors, nor, to such Party's knowledge, any of its employees or agents (i) directly or indirectly, has conducted, conducts or is otherwise involved with any business with or involving any government (or any sub-division thereof), or any person, entity or project, targeted by, or located in any country that is the subject of Sanctions, (ii) directly or indirectly supports or facilitates, or plans to support or facilitate or otherwise become involved with, any such person, government, entity or project or (iii) is or ever has been in violation of or subject to an investigation relating to Sanctions

4.14 "Bad Actor" Matters. Such Party hereby represents that no Disqualification Event is applicable to Party or any of its Rule 506(d) Related Parties (as defined below), except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Such Party hereby agrees that it shall notify the Company promptly in writing in the event a Disqualification Event becomes applicable to the Party or any of its Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. For purposes of this Section 4.13, "Rule 506(d) Related Party" shall mean a person or entity that is a beneficial owner of such Party's securities for purposes of Rule 506(d) of the Securities Act.

4.15 Tax Review. The Party has had an opportunity to review with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by the Transaction Agreements. With respect to such matters, the Party relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Party understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by the Transaction Agreements.

5. CONDITIONS TO CLOSING

5.1 Conditions to the Purchasers' Obligations. The Purchasers' obligations to acquire the Notes at a Closing are subject to the satisfaction or waiver, each at the discretion of such Purchaser, of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Company contained in Section 3 shall be true and correct on and as of the Initial Closing with the same effect as though such representations and warranties had been made on and as of the Initial Closing.

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

(c) Compliance Certificate. The Chief Executive Officer of the Company shall deliver to the Parties participating in the Initial Closing, at the Initial Closing, a certificate certifying that the conditions specified in Sections 5.1(a) and 5.1(b) have been fulfilled in all material respects.

(d) Consents and Approvals. All consents, approvals, waivers, authorizations, licenses or orders of, registrations, qualifications, designations, declarations or filings with, or notice to any governmental entity or any other person or entity necessary to be obtained, made or given in connection with the transactions contemplated hereby shall have been duly obtained, made or given and shall be in full force and effect, without the imposition upon the Company of any condition, restriction or required undertaking.

(e) Investors' Rights Agreement. The Company and each Party participating in an Exchange (other than the Party relying upon this condition to excuse such Party's performance hereunder) and the other stockholders of the Company named as parties thereto shall have executed and delivered the Investors' Rights Agreement.

(f) Right of First Refusal and Co-Sale Agreement. The Company, each Party participating in an Exchange (other than the Party relying upon this condition to excuse such Party's performance hereunder), and the other stockholders of the Company named as parties thereto shall have executed and delivered the Right of First Refusal and Co Sale Agreement.

(g) Voting Agreement. The Company, each Party participating in an Exchange (other than the Party relying upon this condition to excuse such Party's performance hereunder), and the other stockholders of the Company named as parties thereto shall have executed and delivered the Voting Agreement.

(h) Restated Certificate. The Company shall have filed the Restated Certificate with the Secretary of State of Delaware on or prior to the Initial Closing, which shall continue to be in full force and effect as of such Closing.

(i) **Proceedings**. All corporate and other proceedings taken or required to be taken by the Company and in connection with the transactions contemplated hereby shall be reasonably satisfactory in form and substance to the Purchasers and all documents incident thereto shall have been executed and delivered to such Purchasers and their counsel, and shall be reasonably satisfactory in form and substance to such Purchasers and their counsel.

(j) **Management Incentive Plan**. The Company shall have adopted a management incentive plan approved by the Board of Directors and the Lead Investor.

5.2 Conditions to Company's Obligations. The Company's obligations to issue and sell the Notes at each Closing and consummate each Exchange are subject to the satisfaction or waiver, each at the discretion of the Company, of the following conditions:

(a) **Representations and Warranties**. The representations and warranties of each Party contained in Section 4 shall be true and correct in all respects as of such Closing.

(b) **Performance**. The Parties shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by them on or before such Closing.

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

(d) **Investors' Rights Agreement**. Each Party participating in an Exchange shall have executed and delivered the Investors' Rights Agreement.

(e) **Right of First Refusal and Co Sale Agreement**. Each Party participating in an Exchange and the other stockholders of the Company named as parties thereto shall have executed and delivered the Right of First Refusal and Co Sale Agreement.

(f) **Voting Agreement**. Each Party participating in an Exchange and the other stockholders of the Company named as parties thereto shall have executed and delivered the Voting Agreement.

(g) **Management Incentive Plan**. The Company shall have adopted a management incentive plan approved by the Board of Directors and the Lead Investor.

6. DEFINED TERMS USED IN THIS AGREEMENT

6.1 In addition to the terms defined elsewhere in this Agreement, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

(a) "**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one (1) or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person.

(b) "**Code**" means the Internal Revenue Code of 1986, as amended.

(c) "**Company Intellectual Property**" means all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames, copyrights, trade secrets, domain names, mask works, information and proprietary rights and processes, similar or other intellectual property rights, the subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing, and any and all such cases that are owned or used by the Company in the conduct of the Company's business as now conducted and as presently proposed to be conducted.

(d) "**Investors' Rights Agreement**" means the amended and restated agreement among the Company, certain of the Purchasers, and certain other stockholders of the Company dated as of the date of the Initial Closing, in the form of **Exhibit D** attached to this Agreement.

(e) "**Key Employee**" means John de Souza and Khaled Hassounah.

(f) "**Knowledge**" including the phrase "**to the Company's knowledge**" shall mean the actual knowledge, after reasonable investigation, of John de Souza and Khaled Hassounah.

(g) "**Material Adverse Effect**" means a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property or results of operations of the Company.

(h) "**Lead Investor**" means Moore Strategic Ventures, LLC, together with its Affiliates.

(i) "**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(j) "**Right of First Refusal and Co-Sale Agreement**" means the amended and restated agreement among the Company, certain of the Purchasers, and certain other stockholders of the Company, dated as of the date of the Initial Closing, in the form of **Exhibit E** attached to this Agreement.

(k) "**Series A Preferred Stock**" means shares of the Company's Series A Preferred Stock, $0.0001 par value per share.

(l) "**Series B Preferred Stock**" means shares of the Company's Series A Preferred Stock, $0.0001 par value per share.

(m) "**Series C Preferred Stock**" means shares of the Company's Series A Preferred Stock, $0.0001 par value per share.

(n) "**Series C-1 Preferred Stock**" means shares of the Company's Series A Preferred Stock, $0.0001 par value per share.

(o) "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(p) "**Transaction Agreements**" means this Agreement, the Notes, the Investors' Rights Agreement, the Right of First Refusal and Co-Sale Agreement and the Voting Agreement.

(q) "**Voting Agreement**" means the amended and restated agreement among the Company, certain of the Purchasers, and certain other stockholders of the Company, dated as of the date of the Initial Closing, in the form of **Exhibit F** attached to this Agreement.

7. MISCELLANEOUS

7.1 Further Assurances. Each Party agrees and covenants that at any time and from time to time it will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require of such Party in its capacity as a stockholder of the Company in order to carry out the full intent and purpose of the Transaction Agreements and to comply with state or federal securities laws or other regulatory approvals.

7.2 Amendment and Waiver. Any term of this Agreement may be amended or waived with the written consent of the Company and the Purchasers holding a majority of the outstanding principal amount of the Notes, which majority must include the Lead Purchaser (together, the "**Majority Holders**"), provided however that any amendment or waiver adversely affecting any Exchange Party shall require the written consent of Exchange Parties then holding at least a majority of all Senior Preferred Stock then outstanding. Any amendment or waiver effected in accordance with this Section 7.2 shall be binding upon the Parties and each transferee of the Securities (or the Common Stock issuable upon conversion thereof), each future holder of all such securities, and the Company.

7.3 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

7.4 Specific Performance. The parties acknowledge and agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that each party shall be entitled to specific performance of the terms hereof. It is accordingly agreed that the terms and provisions of this agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and be in addition to any other remedies which any party may have under this Agreement or otherwise.

7.5 Binding Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

7.6 Counterparts; Manner of Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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

7.8 Notices.

(a) All notices required or permitted 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 or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications to a party shall be sent to the party's address set forth on the signature page hereto or at such other address(es) as such party may designate by advance written notice to the other party hereto. A copy of any notice to the Company shall be sent to WilmerHale, 2600 El Camino Real, Suite 400, Palo Alto, CA 94306, Attention: Todd Rumberger.

(b) Each Party consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the e-mail address set forth below such Party's name on the signature page or Schedule of Purchasers or Exchange Schedule, as applicable, as updated from time to time by notice to the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each Party agrees to promptly notify the Company of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

7.9 Fees and Expenses. The Company and the Parties shall bear their respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Agreement and the transactions contemplated herein, provided that the Company shall pay the reasonable legal fees and expenses of Cooley LLP, the counsel for the Lead Investor, at the Initial Closing in an amount not to exceed in the aggregate $100,000. The Company acknowledges and agrees that the Lead Investor may pay Cooley LLP such fees by setting off a portion of its purchase price for its Note(s), and such payment shall be deemed to have been made to the Company and then paid to Cooley LLP by the Company.

7.10 Assignment by the Company. The rights, interests or obligations hereunder may not be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of the Majority Holders.

7.11 Waiver of Conflicts. Each party to this Agreement acknowledges that Wilmer Cutler Pickering Hale and Dorr LLP ("**WilmerHale**"), counsel for the Company, has in the past performed and may continue to perform legal services for certain of the Parties in matters unrelated to the transactions described in this Agreement, including the representation of such Parties in venture capital financings and other matters. Accordingly, each party to this Agreement hereby (a) acknowledges that they have had an opportunity to ask for information relevant to this disclosure; and (b) gives its informed consent to WilmerHale's representation of certain of the Parties in such unrelated matters and to WilmerHale's representation of the Company in connection with this Agreement and the transactions contemplated hereby.

7.12 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of the Company under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character by a Paty of any breach or default under this Agreement, or any waiver by a Party of any provisions or

conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Agreement, or by law or otherwise afforded to a Party, shall be cumulative and not alternative.

7.13 Entire Agreement. This Agreement, including the Exhibits hereto, and the Transaction Agreements constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

7.14 Exculpation among Parties. Each Party acknowledge that such Party is not relying on any person, firm or corporation, other than the Company and its officers and members of the Board of Directors, in making its investment or decision to invest in the Company.

7.15 Broker's Fees. Each party hereto represents and warrants that no agent, broker, investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this subsection being untrue.

7.16 Tax Matters. The Company and the Parties intend, for U.S. federal and applicable state income tax purposes, (i) that each Exchange constitute a recapitalization pursuant to Section 368(a)(1)(E) of the Code and/or a tax deferred transaction pursuant to Section 1036 of the Code and (ii) the debt represented by the Note is part of an investment unit within the meaning of Section 1273(c)(2) of the Code that includes the right for the Parties to effect the Exchange and that for purposes of Section 1273(c)(2), such rights shall be allocated to the debt represented by the Notes as reasonably determined by the Company. The Company and the Parties hereby adopt this Agreement as a "plan of reorganization" within the meaning of Section 1.368-2(g) of the U.S. Treasury Regulations. The Company and each Party's books and records shall be maintained, and all tax returns and schedules thereto shall be filed, in a manner consistent with the intended tax treatment set forth in this Section 7.16, unless otherwise required as a result of: (i) a change in relevant law or official guidance occurring after the date hereof; or (ii) a governmental entity in connection with the good faith resolution of an audit or similar proceeding.

7.17 Obligations of Parties Several. The obligations of each Party under this Agreement and each of the other Transaction Agreements and in respect of the transactions contemplated hereby and thereby are several and not joint. The failure of any Party to carry out its obligations under any Transaction Agreement shall not relieve the Company or any other Party of any obligation thereunder, nor shall any Party be responsible for the obligations of, or for any action taken or omitted by, any other person or entity hereunder or thereunder. Nothing contained in any of the Transaction Agreements to which such Party is a party shall be deemed to cause any Party to be considered a partner of or joint venturer with any other Party or the Company.

7.18 Survival of Representations and Warranties. The representations and warranties of the Company and the Parties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and each Closing and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Parties or the Company.

7.19 Attorneys' Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of any of the Transaction Agreements, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

7.20 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

7.21 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its 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.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

COMPANY:

AMPLE, INC.

By: _____

Name: Khaled Hassounah
Title: Chief Executive Officer

Address: 100 Hooper St., Suite 25
San Francisco, CA 94107

Doc ID: e9bba0d58c887c4a436f5dd51df66db5e3e2651a

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

MOORE STRATEGIC VENTURES, LLC

By: Scott Dinnell

Name: Scott Dinnell
Title: Authorized Signatory

Email: investmentteam@moorecap.com

Address: 11 Times Square
New York, NY 10036

Doc ID: 2d6ca0117052cdd3282b66caafcd58206889280e

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

ALM HOLDING

By: _____
Name: Achraf Cherkaoui
Title: Authorized Signatory

Email: a.cherkaoui@gmail.com

Address: PO Box 334223, Dubai, UAE.
_____
_____

Doc ID: 3c8f246eb9db8b58628d981f023b02b8af24b0c0

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

ANDREW KAISER

Andrew Kaiser

_____

Email: andrew.kaiser@mac.com

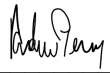
Address: 580 Toro Canyon Rd.,
Santa Barbara, CA 93108

Doc ID: be219d1036814ae9e097ad15c9df45eebd621041

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

ANDREW PERRY



Email: andrewperry2367@gmail.com

Address: 111 South Quincy Avenue
Margaye, NJ 08402

Doc ID: ba8a882660c4c833a6b73d35c5a9088e0e56486e

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

BEAGLE VENTURES LLC

Carmine Capossela

By: _____

Name: Carmine Capossela
Title: Authorized Signatory

Email: mino.capossela@live.com

Address: 258 Buck Road
Stone Ridge, NY 12484

Doc ID: 239f48f999221208621ee3b17f19023f01f7b490

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

BUTTERNUT TREE LLC

By: _____
Name: Peter Ort
Title: Authorized Signatory

Email: peter@ort.com

Address: 7901 4th St N Suite 21059, St Petersburg, FL 33702

Doc ID: 6e22aee6dc9f3aa7f92755e467aa61f0a12a05e8

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

GERARD MICHAEL

Gerard Michael

Email: g.michael@smartleaf.com

Address: 18 Gibson St.
Cambridge, MA 02138

Doc ID: 3c28508dc88b06da86fe5f5f06634a5b6c77b93c

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

INVERSIONES CIELO ALTO CORP.

By: _____
Name: Paul Enrique Spiniak Vilensky
Title: Authorized Signatory

Email: pspiniak@gmail.com

Address: Isidora Goyenechea 2939 p.15, Las Condes,
Santiago, Chile

Doc ID: 87986107e5d85036a80c5eba0dae42b3c9f86729

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

INVERSIONES EL MONASTERIO CORP.

By: _____
Name: Luis Alberto Spiniak Vilensky
Title: Authorized Signatory

Email: elmonasterio10@gmail.com

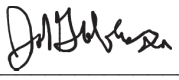
Address: Isidora Goyenechea 2939, p15, Las Condes, Santiago, Chile

Doc ID: 3a6c4f5f08149c1c548c8cf55909dbf36386130f

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

JOSEPH GLEBERMAN



Email: gleberman@pritzkerorg.com

Address: 133 West 69th St #2
New York NY 10023
email is jgleberman@pritzkerorg.com

Doc ID: aaf53a2843857d70e1dd4379d341dcbbbc5a4001

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

KRAUS INVESTMENT PARTNERS LLC

By: _____
Name: Peter Kraus
Title: Authorized Signatory

Email: ps.kraus@gmail.com

Address: 720 Park Avenue, NYC NY
_____
_____

Doc ID: 3d74b017c156cec47f6e5cb557359c82ad7c4287

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

NEW GROUND VENTURES II, LP

By: _____
Name: Anthony Xu
Title: Authorized Signatory

Email: anthony@newground.vc
CC: zac@newground.vc

Address: 855 El Camino Real Ste 13A-348
Palo Alto, CA 94301

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

NGV CO-INVESTMENT FUND, LP

By: _____
Name: Anthony Xu
Title: Authorized Signatory

Email: anthony@newground.vc
CC: zac@newground.vc

Address: 855 El Camino Real Ste 13A-348
Palo Alto, CA 94301

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

PIXMA HOLDINGS LTD

By: Frank Zindel
Name: Frank Zindel
Title: Authorized Signatory

Email: frank.zindel@szta.li

Address: Kirchstrasse 39 9490 Vaduz
Liechtenstein

Doc ID: ff3f8bf3f413787292eceb3f4cf6091d2f599bcc

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

REPSOL ENERGY VENTURES, S.A.

By: _____
Name: Gema Garcia Gonzalez
Title: Authorized Signatory

Email: ggarciag@repsol.com

Address: Méndez Alvaro 44, 28042 Madrid,
Spain

Doc ID: b189cdb524cab9d402fa8ff857cd5088e4b38fb6

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

ROBERT TODD LINCOLN, CHARLES SCHWAB & CO. INC., CUST IRA ROLLOVER

By: R. Todd Lincoln
Name: Todd Lincoln
Title: Authorized Signatory

Email: toddlincoln1@gmail.com

Address: 26650 Rancho San Carlos Road
Carmel, CA, 93923

Doc ID: 6e4018a028f049de932cced7809e8fbc1fd115a0

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

ROBIN NEUSTEIN



Email: andy.vinciguerra@anchin.com
CC: RNeusteinfool@anchin.com

Address: Anchin LLP, Andy Vinciguerra
3 Times Square
New York, NY 10036

Doc ID: ba771370c765ef9bcba92df0f644092526d79d56

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

SANJEEV MEHRA IRREVOCABLE GIFT TRUST

By: Karen Petersen Mehra
Name: Karen Petersen Mehra
Title: Authorized Signatory

Email: sanjeevmehra17@icloud.com

Address: 44 Mayfair Lane
Greenwich, CT 06831

Doc ID: 9c26a31ba4696d848fa899f40c880c4a8077a55d

Docusign Envelope ID: B27D284B-7C05-4BBC-8C84-60AA23CBA9B5

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

SHELL VENTURES LLC

DocuSigned by:
By: Brian Panoff
66DFC3A63E5A45D...
Name: Brian Panoff
Title: Authorized Signatory

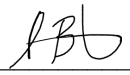
Email: brian.panoff@shell.com

Address: 150 N. Dairy Ashford Rd.
Houston, TX 77079

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

SUNIL BHILOTRA



Email: sbhilotra@icloud.com

Address: 16 Al Adwa'a Street
Abu Dhabi UAE

Doc ID: a31294be4be6eefe6edbe09c409f82c2cc2510bf

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

TAMARACK FI AMPLE I LLC

By: John McCormick
Name: John McCormick
Title: Authorized Signatory

Email: john@tamarackglobal.com

Address: 30 Beechcroft Road
Greenwich, CT 06830

Doc ID: 88623c1cff03d92b51ea1d06961b66cf30025e99

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

TAMARACK GLOBAL OPPORTUNITIES I LP

By: John McCormick
Name: John McCormick
Title: Authorized Signatory

Email: john@tamarackglobal.com

Address: 30 Beechcroft Road
Greenwich, CT 06830

Doc ID: 518688b2f1fa8b0034c310958b9f321edc0356ec

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

TODD PERRY

Todd Perry

_____

Email: toddmperry4@gmail.com

Address: 34 Mountain Avenue
Maplewood, NJ 07040

Doc ID: 0d3e4ee8f9d2a605a3de4a93faa0fd8d33f0d01f

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

BRIAN KAMINSKEY



_____

Email: bkaminskey@icloud.com

Address: 95 Garner Lane
Bayshore, NY

Doc ID: aa08c58829fcbb91ae394d36bb82cebfbde2f287

SCHEDULE A-1

SCHEDULE OF PURCHASERS

Initial Closing (January 3, 2025):

C-2 Exchange Purchaser	Principal Note(s) Investment
Moore Strategic Ventures, LLC	$15,000,000.00
Beagle Ventures LLC	$112,501.39
Butternut Tree LLC	$75,000.00
Inversiones El Monasterio Corp.	$200,000.00
Inversiones Cielo Alto Corp.	$200,000.00
Repsol Energy Ventures, S.A.	$1,500,000.00
Robin Neustein	$66,660.61
Robert Todd Lincoln, Charles Schwab & Co. Inc., Cust IRA Rollover	$50,000.00
Pixma Holdings Ltd	$99,999.90
Kraus Investment Partners LLC	$200,000.00
Andrew Kaiser	$100,000.00
ALM Holding	$700,000.00
Joseph Gleberman	$50,000.00
Gerard Michael	$151,548.61
Todd Perry	$174,999.83
NGV Co-Investment Fund, LP	$165,000.00
New Ground Ventures II, LP	$300,000.00
Andrew Perry	$49,999.95
Sunil Bhilotra	$80,000.00
Sanjeev Mehra Irrevocable Gift Trust	$140,000.00
Brian Kaminskey	$99,999.90
Shell Ventures LLC	$4,166,659.10
Tamarack Global Opportunities I LP	$199,998.22
Tamarack FI Ample I LLC	$175,000.00

C-2 Exchange Purchaser	Principal Note(s) Investment
TOTAL	**$24,057,367.51**

Subsequent Closing (January 24, 2025):

C-3 Exchange Purchaser	Principal Note(s) Investment
TOTAL	

SCHEDULE A-2

EXCHANGE SCHEDULE

Initial Closing (January 3, 2025):

	Shares of Exchanged Legacy Preferred Stock Cancelled Upon Exchange				Shares of Series C-2 Preferred Stock Issued Upon Exchange
Exchange Party	**Shares of Series C-1 Preferred Stock**	**Shares of Series C Preferred Stock**	**Shares of Series B Preferred Stock**	**Shares of Series A Preferred Stock**	
Moore Strategic Ventures, LLC	0	2,237,269	1	0	2,237,270
Beagle Ventures LLC	0	0	0	6,712	6,712
Butternut Tree LLC	0	0	0	4,474	4,474
Inversiones El Monasterio Corp.	0	5,966	2,983	7,557	16,506
Inversiones Cielo Alto Corp.	0	5,966	2,983	7,557	16,506
Repsol Energy Ventures, S.A.	0	0	0	89,490	89,490
Robin Neustein	0	3,728	3,729	0	7,457
Robert Todd Lincoln, Charles Schwab & Co. Inc., Cust IRA Rollover	0	0	0	2,983	2,983
Pixma Holdings Ltd	0	0	0	5,966	5,966
Andrew Kaiser	0	0	0	5,966	5,966
ALM Holding	10,739	14,915	29,830	12,215	67,699
Gerard Michael	268	0	0	8,949	9,217
Todd Perry	0	0	0	10,441	10,441
NGV Co-Investment Fund, LP	0	24,460	90	0	24,550
New Ground Ventures II, LP	0	29,830	8,950	0	38,780
Joseph Gleberman	0	0	2,983	994	3,977
Andrew Perry	0	0	0	2,983	2,983
Sunil Bhilotra	0	2,983	2,237	2,088	7,308
Sanjeev Mehra Irrevocable Trust	0	0	0	8,352	8,352
Shell Ventures LLC	0	149,151	59,660	149,151	357,962
Tamarack Global Opportunities I LLC	0	29,830	0	0	29,830
Tamarack FI Ample I LLC	0	0	5,966	12,082	18,048

	Shares of Exchanged Legacy Preferred Stock Cancelled Upon Exchange				Shares of Series C-2 Preferred Stock Issued Upon Exchange
Exchange Party	**Shares of Series C-1 Preferred Stock**	**Shares of Series C Preferred Stock**	**Shares of Series B Preferred Stock**	**Shares of Series A Preferred Stock**	
Brian Kaminskey	0	0	0	5,966	5,966

Subsequent Closing (January 24, 2025):

	Shares of Exchanged Legacy Preferred Stock Cancelled Upon Exchange				Shares of Series C-3 Preferred Stock Issued Upon Exchange
Exchange Party	**Shares of Series C-1 Preferred Stock**	**Shares of Series C Preferred Stock**	**Shares of Series B Preferred Stock**	**Shares of Series A Preferred Stock**	

SCHEDULE B

ALLOCATION SCHEDULE

MAXIMUM OFFERING AMOUNT: $74,762,730

Name	Pro Rata Amount of Notes (USD$)	Pro Rata Amount of Notes (USD$) From C-1 Legacy Holdings	Pro Rata Amount of Notes (USD$) From C Legacy Holdings	Pro Rata Amount of Notes (USD$) From B Legacy Holdings	Pro Rata Amount of Notes (USD$) From A Legacy Holdings
Moore Strategic Ventures, LLC	$22,916,655.99	$0.00	$14,999,993.74	$4,166,663.00	$3,749,999.25
Aypa Power Aggregator LP	$9,300,017.71	$4,300,022.03	$4,999,995.68	$0.00	$0.00
Mitsubishi Corp	$4,300,022.03	$4,300,022.03	$0.00	$0.00	$0.00
ENEOS Innovation Partners Godo Kaisha	$3,733,325.91	$0.00	$1,399,994.23	$2,333,331.68	$0.00
Shell Ventures LLC	$4,166,659.10	$0.00	$999,997.79	$666,663.80	$2,499,997.50
Disruptive Innovation Fund, L.P.	$1,999,995.59	$0.00	$1,999,995.59	$0.00	$0.00
PTT Public Company Limited	$1,999,995.59	$0.00	$1,999,995.59	$0.00	$0.00
Transform Ample, LP	$1,999,995.59	$0.00	$1,999,995.59	$0.00	$0.00
EEI Fund 4 Investment Limited Partnership	$2,466,662.38	$0.00	$799,999.58	$666,663.80	$999,999.00
MKB Partners Fund II, Limited Partnership	$2,017,470.10	$0.00	$787,307.77	$1,230,162.34	$0.00
Repsol Energy Ventures, S.A.	$2,499,997.50	$0.00	$0.00	$0.00	$2,499,997.50
Banco Santander, S.A.	$859,999.04	$859,999.04	$0.00	$0.00	$0.00
Big Bend 55 Investments LLC	$1,221,743.97	$13,422.61	$374,994.98	$333,326.88	$499,999.50
XYZ VENTURE CAPITAL GO FASTER FUND I, LP	$649,997.56	$0.00	$649,997.56	$0.00	$0.00
Khaled Hassounah	$1,325,689.37	$0.00	$0.00	$0.00	$1,325,689.37
Dreamwork International	$1,083,329.48	$0.00	$0.00	$333,330.23	$749,999.25

Investments Ltd.					
New Ground Ventures II, LP	$824,996.35	$0.00	$199,998.22	$249,998.51	$374,999.63
NGV Co-Investment Fund, LP	$702,326.13	$0.00	$163,994.52	$538,331.62	$0.00
ALM Holding	$945,252.57	$61,923.69	$99,999.11	$333,330.23	$449,999.55
TRIREC Ample Pte Ltd	$999,999.00	$0.00	$0.00	$0.00	$999,999.00
John de Souza	$873,548.68	$0.00	$0.00	$0.00	$873,548.68
WorldQuant Ventures LLC	$583,331.22	$0.00	$0.00	$83,331.72	$499,999.50
HEMI VENTURES FUND I, L.P.	$574,998.05	$0.00	$0.00	$74,998.55	$499,999.50
Civilization Ventures 415 Investments Ample L.P.	$566,969.40	$0.00	$0.00	$0.00	$566,969.40
Sunil Bhilotra	$494,998.89	$0.00	$19,999.82	$24,999.52	$449,999.55
Andrew Kaiser	$499,999.50	$0.00	$0.00	$0.00	$499,999.50
Tamarack Global Opportunities I LP	$199,998.22	$0.00	$199,998.22	$0.00	$0.00
Hone Venture Fund II, L.P.	$349,997.81	$0.00	$0.00	$99,998.06	$249,999.75
SMRT Ventures Pte Ltd	$145,999.37	$0.00	$145,999.37	$0.00	$0.00
Inherent ESG Private LP	$359,999.64	$0.00	$0.00	$0.00	$359,999.64
Tamarack FI Ample I LLC	$203,331.82	$0.00	$39,999.64	$163,332.18	$0.00
Inversiones Cielo Alto Corp.	$260,833.65	$0.00	$39,999.64	$33,332.69	$187,501.31
Inversiones El Monasterio Corp.	$260,833.65	$0.00	$39,999.64	$33,332.69	$187,501.31
TGM I, A SERIES OF TGM FUNDS, LP	$299,999.70	$0.00	$0.00	$0.00	$299,999.70
Sanjeev Mehra Irrevocable Gift Trust	$269,999.73	$0.00	$0.00	$0.00	$269,999.73
Varsavsky Axel Springer GMBH & Co. KG	$249,999.75	$0.00	$0.00	$0.00	$249,999.75
Jerry I. Speyer	$200,264.06	$0.00	$0.00	$0.00	$200,264.06
Kraus Investment Partners LLC	$200,264.06	$0.00	$0.00	$0.00	$200,264.06

Phobal 1 LLC	$191,666.17	$0.00	$0.00	$16,666.34	$174,999.83
Phobal 2 LLC	$191,666.17	$0.00	$0.00	$16,666.34	$174,999.83
Todd Perry	$174,999.83	$0.00	$0.00	$0.00	$174,999.83
Joseph Gleberman	$158,332.56	$0.00	$0.00	$33,332.69	$124,999.88
Gerard Michael	$151,548.61	$1,548.76	$0.00	$0.00	$149,999.85
Michael Schmelzer	$149,999.85	$0.00	$0.00	$0.00	$149,999.85
Todd Lincoln, Charles Schwab & Co. Inc., Custom IRA Rollover Lincoln	$149,999.85	$0.00	$0.00	$0.00	$149,999.85
Robin Chemers Neustein	$66,660.61	$0.00	$24,994.75	$41,665.86	$0.00
10066257 Canada Inc	$98,325.93	$0.00	$0.00	$33,325.99	$64,999.94
Beagle Ventures LLC	$112,501.39	$0.00	$0.00	$0.00	$112,501.39
Butternut Tree LLC	$112,501.39	$0.00	$0.00	$0.00	$112,501.39
Hibiscus 10 LLC	$112,501.39	$0.00	$0.00	$0.00	$112,501.39
Brian Kaminskey	$99,999.90	$0.00	$0.00	$0.00	$99,999.90
Pixma Holdings Ltd	$99,999.90	$0.00	$0.00	$0.00	$99,999.90
Civilization Ventures II LP	$74,999.93	$0.00	$0.00	$0.00	$74,999.93
Kat Taylor Revocable Trust Taylor	$74,999.93	$0.00	$0.00	$0.00	$74,999.93
MKB Partners Fund II International, Limited Partnership	$32,525.36	$0.00	$12,691.81	$19,833.55	$0.00
Andrew Perry	$49,999.95	$0.00	$0.00	$0.00	$49,999.95
Seedco Capital	$33,332.69	$0.00	$0.00	$33,332.69	$0.00
Mohamed Eissa	$16,666.34	$0.00	$0.00	$16,666.34	$0.00
Total	**$74,762,726**	**$9,536,938**	**$31,999,943**	**$11,576,617**	**$21,649,228**

Name	Pro Rata Shares Total Available for Series Exchange Share Allocation	Pro Rata Shares of Series C-1 Preferred for Series Exchange Share Allocation	Pro Rata Shares of Series C Preferred for Series Exchange Share Allocation	Pro Rata Shares of Series B Preferred for Series Exchange Share Allocation	Pro Rata Shares of Series A Preferred for Series Exchange Share Allocation
Moore Strategic Ventures, LLC	2,833,874	0	2,237,269	372,878	223,727
Aypa Power Aggregator LP	1,387,110	641,354	745,756	0	0
Mitsubishi Corp	641,354	641,354	0	0	0
ENEOS Innovation Partners Godo Kaisha	417,623	0	208,811	208,812	0
Shell Ventures LLC	357,962	0	149,151	59,660	149,151
Disruptive Innovation Fund, L.P.	298,302	0	298,302	0	0
PTT Public Company Limited	298,302	0	298,302	0	0
Transform Ample, LP	298,302	0	298,302	0	0
EEI Fund 4 Investment Limited Partnership	238,642	0	119,321	59,660	59,660
MKB Partners Fund II, Limited Partnership	227,516	0	117,428	110,088	0
Repsol Energy Ventures, S.A.	149,151	0	0	0	149,151
Banco Santander, S.A.	128,270	128,270	0	0	0
Big Bend 55 Investments LLC	117,593	2,002	55,931	29,830	29,830
XYZ VENTURE CAPITAL GO FASTER FUND I, LP	96,948	0	96,948	0	0
Khaled Hassounah	79,091	0	0	0	79,091
Dreamwork International Investments Ltd.	74,575	0	0	29,830	44,745
New Ground Ventures II, LP	74,575	0	29,830	22,373	22,373

NGV Co-Investment Fund, LP	72,636	0	24,460	48,176	0
ALM Holding	80,828	9,236	14,915	29,830	26,847
TRIREC Ample Pte Ltd	59,660	0	0	0	59,660
John de Souza	52,116	0	0	0	52,116
WorldQuant Ventures LLC	37,288	0	0	7,457	29,830
HEMI VENTURES FUND I, L.P.	36,542	0	0	6,712	29,830
Civilization Ventures 415 Investments Ample L.P.	33,826	0	0	0	33,826
Sunil Bhilotra	32,067	0	2,983	2,237	26,847
Andrew Kaiser	29,830	0	0	0	29,830
Tamarack Global Opportunities I LP	29,830	0	29,830	0	0
Hone Venture Fund II, L.P.	23,864	0	0	8,949	14,915
SMRT Ventures Pte Ltd	21,776	0	21,776	0	0
Inherent ESG Private LP	21,478	0	0	0	21,478
Tamarack FI Ample I LLC	20,583	0	5,966	14,617	0
Inversiones Cielo Alto Corp.	20,135	0	5,966	2,983	11,186
Inversiones El Monasterio Corp.	20,135	0	5,966	2,983	11,186
TGM I, A SERIES OF TGM FUNDS, LP	17,898	0	0	0	17,898
Sanjeev Mehra Irrevocable Gift Trust	16,108	0	0	0	16,108
Varsavsky Axel Springer GMBH & Co. KG	14,915	0	0	0	14,915
Jerry I. Speyer	11,948	0	0	0	11,948
Kraus Investment Partners LLC	11,948	0	0	0	11,948
Phobal 1 LLC	11,932	0	0	1,491	10,441
Phobal 2 LLC	11,932	0	0	1,491	10,441
Todd Perry	10,441	0	0	0	10,441

Joseph Gleberman	10,441	0	0	2,983	7,458
Gerard Michael	9,180	231	0	0	8,949
Michael Schmelzer	8,949	0	0	0	8,949
Todd Lincoln, Charles Schwab & Co. Inc., Custom IRA Rollover Lincoln	8,949	0	0	0	8,949
Robin Chemers Neustein	7,457	0	3,728	3,729	0
10066257 Canada Inc	6,860	0	0	2,982	3,878
Beagle Ventures LLC	6,712	0	0	0	6,712
Butternut Tree LLC	6,712	0	0	0	6,712
Hibiscus 10 LLC	6,712	0	0	0	6,712
Brian Kaminskey	5,966	0	0	0	5,966
Pixma Holdings Ltd	5,966	0	0	0	5,966
Civilization Ventures II LP	4,475	0	0	0	4,475
Kat Taylor Revocable Trust Taylor	4,475	0	0	0	4,475
MKB Partners Fund II International, Limited Partnership	3,668	0	1,893	1,775	0
Andrew Perry	2,983	0	0	0	2,983
Seedco Capital	2,983	0	0	2,983	0
Mohamed Eissa	1,491	0	0	1,491	0
Total	**8,522,886**	**1,422,447**	**4,772,834**	**1,036,001**	**1,291,604**

EXHIBIT A
FORM OF CONVERTIBLE PROMISSORY NOTE

EXHIBIT B
FORM OF RESTATED CERTIFICATE

EXHIBIT C
DISCLOSURE SCHEDULE

EXHIBIT D

FORM OF INVESTORS' RIGHTS AGREEMENT

EXHIBIT E
FORM OF RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

EXHIBIT F
FORM OF VOTING AGREEMENT

EXHIBIT G
FORM OF NOTICE OF RIGHT TO PARTICIPATE

	Principal	Accrued Interest(1)	Premium(2)	**Total Claim**
New Ground Ventures II, LP	$ 300,000.00	$ 32,630.14	$ 150,000.00	**$ 482,630.14**
NGV Co-Investment Fund, LP	$ 165,000.00	$ 17,946.58	$ 82,500.00	**$ 265,446.58**

Notes:

(1) Based on amounts shown on Carta.com as of 2/4/2026

(2) Based on 3(a) and 3(a)(iii) of the Convertible Promissory Note downloaded from Carta.com