

## OVIO TECHNOLOGIES, INC.

### FLASH CONVERTIBLE SECURITY SUBSCRIPTION AGREEMENT

THIS FLASH CONVERTIBLE SECURITY SUBSCRIPTION AGREEMENT (this “**Agreement**”) is made as of the date set forth on the signature page below, by and between oVio Technologies, Inc., a Delaware corporation (the “**Company**”), and the investor set forth on the signature page below (“**Investor**”).

#### RECITALS

**A.** The Company has authorized the offer and sale of up to an aggregate investment amount of \$5,000,000 (the “**Maximum Offering Amount**”) of Flash Convertible Securities (collectively, the “**Flash Convertible Securities**”), to be sold to certain purchasers acceptable to the Company at any time prior to the Offering End Date (defined below) (the “**Offering**”), which Offering is being conducted, in whole or in part, through the FlashFunders™ online platform located at www.flashfunders.com (the “**Platform**”) operated by FlashFunders, Inc. (collectively, with its subsidiaries and affiliates, “**FlashFunders**”);

**B.** The Flash Convertible Securities being offered and sold in the Offering are being offered and sold pursuant to Rule 506(c) and/or Regulation S promulgated under the Securities Act of 1933, as amended (the “**Securities Act**”);

**C.** The form of Flash Convertible Security is attached to this Agreement as Exhibit A;

**D.** Investor desires to purchase a Flash Convertible Security (the “**Flash Convertible Security**”) on the terms set forth in this Agreement; and

**E.** This Agreement is entered into as part of a series of similar agreements (collectively with this Agreement, the “**Subscription Agreements**”) pursuant to which the Company will sell and issue the Flash Convertible Securities in the Offering to the persons or entities listed on the signature pages of such Subscription Agreements (collectively with Investor, the “**Flash Investors**”).

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set forth below:

(a) “**Common Stock**” means the Common Stock of the Company.

(b) “**Financing Documents**” means any agreements relating to the purchase and sale of the Conversion Shares (as defined below) as well as registration rights, co-sale rights,

rights of first refusal, rights of first offer and voting rights, if any, relating to such Conversion Shares.

(c) **“Incentive Pool Shares”** means a total of 5,000,000 shares of Common Stock authorized for issuance to employees, consultants and directors pursuant to one or more equity incentive plans that are either currently adopted or to be adopted as soon as practicable following the Initial Closing (defined below).

(d) **“Investment Amount”** means the investment amount of the Flash Convertible Security subscribed for by Investor pursuant to this Agreement as indicated on the signature page hereto.

(e) **“Minimum Amount”** means \$250,000.

(f) **“Offering End Date”** means June 30, 2020.

## 2. **Subscription and Acceptance.**

(a) **Subscription.** Subject to the terms and conditions hereof, Investor hereby irrevocably subscribes for and agrees to purchase from the Company the Flash Convertible Security for the Investment Amount. Investor agrees that this subscription shall be irrevocable and shall survive the death or disability of Investor (if a natural person).

(b) **Investment Amount.** At or prior to the Closing Date (defined below), Investor shall deliver to the Company the Investment Amount by (i) wire transfer or other electronic funds transfer in accordance with the Company’s instructions as provided on the Platform, (ii) cancellation of indebtedness if agreed to in advance by the Company, or (iii) any combination of the foregoing. In the event that the Investment Amount is paid by Investor, in whole or in part, by cancellation of indebtedness, then Investor shall surrender to the Company for cancellation at the Closing Date, any evidence of such indebtedness or shall execute an instrument of cancellation in form and substance acceptable to the Company. Funds for the Investment Amount will be held in an escrow account established by the Company through the Platform (the **“Escrow Account”**) and released to the Company at the discretion of the Company in accordance with Section 3 and subject to the terms and conditions of the escrow agreement related to such escrow account (the **“Escrow Agreement”**), this Agreement and the Platform Terms of Use.

(c) **Acceptance.** Investor acknowledges that the Company has the right to accept or reject this subscription, in whole or in part, for any reason, and that this subscription shall be deemed to be accepted by the Company only when this Agreement is countersigned on the Company’s behalf and delivered to Investor. Upon rejection of the subscription under this Agreement for any reason, such subscription shall be refunded to Investor without deduction for any fee, commission or expense, and without accrued interest with respect to any money received, and this Agreement shall be deemed to be null and void and of no further force or effect

## 3. **Closing.**

(a) **Initial Closing.** Subject to Section 3(b), the initial closing of the sale and purchase of the Flash Convertible Securities pursuant to the Subscription Agreements (the **“Initial**

**Closing**”) shall take place through the Platform on the date and at the time selected by the Company (the “**Closing Date**”).

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

(i) the Initial Closing occurs on or prior to the Offering End Date;

(ii) at the time of the Initial Closing, (A) the Company has received, and is accepting, subscriptions from Flash Investors for Flash Convertible Securities having an aggregate investment amount of at least the Minimum Amount, and (B) the Company has received into the Escrow Account the investment amount for such subscriptions in cleared funds (to the extent such investment amount is being paid in cash pursuant to Section 2(b)); and

(iii) Investor has delivered to the Company an executed copy of the Mutual Agreement to Arbitrate and Waiver of Class Action Class attached to this Agreement as Attachment 1 (the “**Arbitration Agreement**”).

(c) **Additional Closings.** In the event that the Company does not sell the Maximum Offering Amount in the Initial Closing, the Company may sell the balance of such Flash Convertible Securities in additional Closings (each, an “**Additional Closing**”) if, at the time of such Additional Closing, all of the following conditions are satisfied:

(i) such Additional Closing occurs on or prior to the Offering End Date;

(ii) at the time of such Additional Closing, the Company has received into the Escrow Account in cleared funds the investment amount for subscriptions from the Flash Investors participating in such Additional Closing for Flash Convertible Securities being purchased in such Additional Closing (to the extent such investment amount is being paid in cash pursuant to Section 2(b)); and

(iii) each Flash Investor participating in such Additional Closing delivers to the Company an executed copy of the Arbitration Agreement.

As used herein, the term “**Closing**” shall apply to an Additional Closing, as applicable, and the term “**Closing Date**” shall apply to the date of an Additional Closing, as applicable.

(d) **Uncertificated Shares.** The Conversion Shares may be issued as uncertificated securities and, if so issued, would constitute book-entry securities. Accordingly, no stock certificates representing the Conversion Shares would be issued and such stock certificates would not be available for physical delivery. Conversion Share records will be centralized and recorded electronically in a system managed by the Company’s transfer agent.

(e) **No Closing.** If the Company terminates the Offering or is otherwise unable to effect the Closing in which Investor is participating pursuant to this Agreement, (i) Investor’s subscription will be cancelled automatically and (ii) such subscription shall be refunded to Investor without deduction for any fee, commission or expense, and without accrued interest with respect to any money received.

4. **Representations and Warranties of Investor.** Investor hereby represents and warrants to the Company and to FlashFunders, as of the date hereof and as of the applicable Closing Date, as follows:

(a) **Authorization; Binding Obligations.** Investor has all necessary power and authority to execute and deliver this Agreement and to carry out its provisions. All action on Investor's part required for the lawful execution and delivery of this Agreement has been taken. Upon its execution and delivery, this Agreement will be a valid and binding obligation of Investor, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, and (ii) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) **Accredited Investor.** Investor is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act, and all information provided by Investor through the Platform (including, without limitation, with respect to Investor's status as an accredited investor) is complete, accurate and true in all respects.

(c) **Investment Intent.** Investor is obtaining the Flash Convertible Security and any shares of capital stock of the Company to be issued to Investor upon conversion of the Flash Convertible Security (the "**Conversion Shares**") for Investor's own account and Investor has no present intention of distributing or selling the Flash Convertible Security or the Conversion Shares except as permitted under the Securities Act and applicable state securities laws.

(d) **Investor Experience.** Investor has (i) sufficient knowledge and experience in business and financial matters to evaluate the Company, its proposed activities and the risks and merits of this investment, (ii) the capacity to protect its own interests in connection with the purchase of the Flash Convertible Security by virtue of its business or financial expertise and (iii) the ability to accept the high risk and lack of liquidity inherent in this type of investment.

(e) **Investment Risk.** Investor understands and acknowledges that (i) the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks, (ii) the entire amount of Investor's investment may be lost, (iii) Investor is in a financial condition to bear the loss of Investor's investment, (iv) there are restrictions on Investor's ability to cancel Investor's subscription hereunder and obtain a return of Investor's investment, (v) it may be difficult for Investor to resell the Flash Convertible Security and Conversion Shares and (vi) investing in the Flash Convertible Security involves risk, and Investor should not invest any funds in the Offering unless Investor can afford to lose the entire amount of Investor's investment.

(f) **Access to Information.** Investor has had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company. Investor has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Investor believes that it has received all the information Investor considers necessary or appropriate for deciding whether to purchase the Flash Convertible Security and the Conversion Shares. Investor understands that such discussions, as well as any information issued by the

Company, were intended to describe certain aspects of the Company's business and prospects, but were not necessarily a thorough or exhaustive description. Investor acknowledges that any business plans, investor presentations or projections prepared by the Company have been, and continue to be, subject to change and that any projections included in such materials or otherwise are necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the projections will not materialize or will vary significantly from actual results.

(g) **Restricted Securities.** Investor is aware that neither the Flash Convertible Security nor any Conversion Shares have been registered under the Securities Act, and that the Flash Convertible Security and the Conversion Shares are deemed to constitute "restricted securities" under Rule 144 promulgated under the Securities Act ("**Rule 144**"). Investor also understands that the Flash Convertible Security is being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Investor's representations contained in this Agreement.

(h) **Limited Resale.** Investor understands that the Flash Convertible Security and, if issued, the Conversion Shares, must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Investor has been advised or is aware of the provisions of Rule 144, as in effect from time to time, which permit limited resale of securities purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the resale occurring following the required holding period under Rule 144.

(i) **Transfer Restrictions.** Investor acknowledges and agrees that the Flash Convertible Security is subject to the restrictions on transfer set forth in the Flash Convertible Security.

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

(k) **Opportunity to Review.** Investor has reviewed this Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement and the Flash Convertible Security.

(l) **Own Advisors.** Investor acknowledges that Investor is not relying on any statements or representations of the Company, FlashFunders, or their respective agents, for legal, financial and tax advice with respect to this investment or the transactions contemplated by this

Agreement. Investor has reviewed with Investor's own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. With respect to such matters, Investor is relying solely on such advisors and not on any statements or representations of the Company, FlashFunders or any of their respective agents, whether written or oral. Investor understands that it (and not the Company) shall be responsible for Investor's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

(m) **Investor Address.** If Investor is an individual, then Investor resides in the state or province identified in the address of Investor set forth on the signature page hereto. If Investor is a partnership, corporation, limited liability company or other entity, then the office or offices of Investor in which its investment decision was made is located at the address or addresses of Investor set forth on the signature page hereto.

5. **Representations and Warranties of the Company.** The Company hereby represents and warrants to and agrees with Investor and FlashFunders that, except as set forth on the Schedule of Exceptions attached hereto as Exhibit B (if any), each of the following statements is true and correct on the date hereof and, if this subscription is accepted by the Company in whole or in part, will be true and correct on the applicable Closing Date:

(a) **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware. The Company has all requisite corporate power and authority to own and operate its properties and assets, to execute and deliver this Agreement, to issue and sell the Flash Convertible Security and the Conversion Shares and to carry out the provisions of this Agreement.

(b) **Capitalization.**

(i) Immediately prior to the Initial Closing, the authorized capital stock of the Company will be as set forth in the Company's certificate of incorporation then in effect (the "**Charter**"). The capitalization table attached to this Agreement as Exhibit C (the "**Cap Table**") sets forth, as of the date indicated thereon, the number of outstanding shares of capital stock of each class or series of shares of the Company outstanding on such date.

(ii) In addition to the outstanding shares of capital stock set forth on the Cap Table, as of the Initial Closing the Company has reserved:

(A) the Incentive Pool Shares; and

(B) the shares, if any, set forth on the Cap Table as reserved for issuance upon exercise of the outstanding warrants, convertible notes or other equity securities of the Company set forth on the Cap Table.

(iii) The outstanding shares of capital stock of the Company shall have the rights, preferences, privileges and restrictions set forth in the Charter. The outstanding shares of capital stock of the Company have been duly authorized and validly issued in compliance in all material respects with applicable laws, and are fully paid and nonassessable.

(iv) The Conversion Shares, when issued, sold and delivered upon conversion of the Flash Convertible Security and applicable law, (A) will be validly issued, fully paid and nonassessable, and (B) will be free of any liens or encumbrances, other than (1) any liens or encumbrances created by or imposed upon Investor, (2) restrictions on transfer under applicable state and/or federal securities laws and (3) as set forth herein or in the Financing Documents.

(c) **Authorization; Binding Obligations.** All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization of this Agreement, the performance of all obligations of the Company hereunder on the Closing Date and the authorization, sale, issuance and delivery of the Flash Convertible Security pursuant hereto has been taken or will be taken prior to the Closing Date. This Agreement, when executed and delivered, will be valid and binding obligation of the Company enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, and (ii) general principles of equity that restrict the availability of equitable remedies. The sale of the Flash Convertible Security hereunder and the subsequent conversion of the Flash Convertible Security into the Conversion Shares are not and will not be subject to any preemptive rights or rights of first refusal that have not been properly waived or complied with as of the date of such sale or conversion.

(d) **Compliance with Laws.** The Company is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, which violation would materially and adversely affect the business, assets, liabilities, financial condition, operations or prospects of the Company.

(e) **Offering Valid.** Assuming the accuracy of Investor's representations and warranties contained herein, the offer, sale and issuance of the Flash Convertible Security and the Conversion Shares will be exempt from the registration requirements of the Securities Act, and will have been registered or qualified (or will be exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws. Neither the Company nor any agent on its behalf has solicited or will solicit any offers to sell or has offered to sell or will offer to sell all or any part of the Flash Convertible Security to any person or persons so as to bring the sale of the Flash Convertible Security by the Company within the registration provisions of the Securities Act or any state securities laws.

(f) **Material Contracts.** All of the Company's agreements and contracts in effect as of the date of this Agreement involving aggregate payments to or from the Company in excess of \$25,000 and all other contracts deemed material by the Company are, to the Company's knowledge, valid, binding and in full force and effect in all material respects, subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and the rules of law governing specific performance, injunctive relief and other equitable remedies.

(g) **Intellectual Property.** To the knowledge of the Company (without having conducted any special investigation or patent search), the Company owns or possesses or can obtain on commercially reasonable terms sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses (software or otherwise), information,

processes and similar proprietary rights (“**Intellectual Property**”) necessary to the business of the Company as presently conducted, the lack of which could reasonably be expected to have a material adverse effect on the Company. Except for agreements with its own employees or consultants, standard end-user license agreements, support/maintenance agreements and agreements entered in the ordinary course of the Company’s business, there are no outstanding options, licenses or agreements relating to the Intellectual Property of the Company, and the Company is not bound by or a party to any options, licenses or agreements with respect to the Intellectual Property of any other person or entity. The Company has not received any written communication alleging that the Company has violated any of the Intellectual Property of any other person or entity.

(h) **Title to Properties and Assets; Liens.** The Company has good and marketable title to its properties and assets, and has good title to all its leasehold interests, in each case subject to no material mortgage, pledge, lien, lease, encumbrance or charge, other than (i) liens for current taxes not yet due and payable, (ii) liens imposed by law and incurred in the ordinary course of business for obligations not past due, (iii) liens in respect of pledges or deposits under workers’ compensation laws or similar legislation, and (iv) liens, encumbrances and defects in title which do not in any case materially detract from the value of the property subject thereto or have a material adverse effect on the Company, and which have not arisen otherwise than in the ordinary course of business.

(i) **Compliance with Other Instruments.** The Company is not in violation of any material term of its Charter or bylaws (the “**Bylaws**”), each as amended to date, or, to the Company’s knowledge, in any material respect of any term or provision of any material indebtedness, contract or agreement to which it is party which would have a material adverse effect on the Company. The execution and delivery of this Agreement by the Company, the performance by the Company of its obligations pursuant to this Agreement, and the issuance of the Flash Convertible Security and the Conversion Shares, will not result in any material violation of, or materially conflict with, or constitute a material default under, the Charter or Bylaws, each as amended to date.

(j) **Tax Returns and Payments.** The Company has timely filed all material tax returns required to be filed by it with appropriate federal, state and local governmental agencies. These returns and reports are true and correct in all material respects. All taxes shown to be due and payable on such returns, any assessments imposed, and, to the Company’s knowledge, all other taxes due and payable by the Company on or before the Initial Closing have been paid or will be paid prior to the time they become delinquent.

(k) **Litigation.** There is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body or, to the Company’s knowledge, currently threatened in writing (i) against the Company or (ii) against any officer, director, key employee or consultant of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.

(l) **No Disqualification Event.** None of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in

the Offering, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, any promoter connected with the Company in any capacity at the time of the Offering, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the Offering (a "Solicitor"), nor any general partner, managing member, director, executive officer or other officer participating in the Offering of any such Solicitor (each, an "Issuer Covered Person") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) promulgated under the Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rules 506(d)(2) or 506(d)(3) promulgated under the Securities Act. The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event, including, without limitation, making, in the light of the circumstances, factual inquiry into whether any Disqualification Event exists. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e) promulgated under the Securities Act, and has furnished to each Flash Investor a copy of any disclosures provided thereunder.

6. **Indemnification**. Investor hereby agrees to indemnify and hold harmless the Company, FlashFunders, and any of their respective officers, directors, controlling persons, equity holders, agents and employees (collectively, the "Indemnified Parties"), who is or may be a party or is or may be threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any misrepresentation or misstatement of facts or omission to represent or state facts made by Investor to the Company or FlashFunders (or any agent or representative of any of them), or omitted by Investor, against any losses, damages, liabilities, penalties or expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by any Indemnified Party in connection with such action, suit or proceeding.

7. **Miscellaneous**.

(a) **Further Assurances**. The parties agree to execute such further instruments and to take all such further action as may reasonably be necessary to carry out the intent of this Agreement.

(b) **Notices**. Any notice required or permitted hereunder shall be given in writing and shall be via electronic mail (or mailed by registered or certified mail, postage prepaid) addressed:

(i) if to Investor, at Investor's electronic mail address (or mailing address) as provided by Investor through the Platform and set forth in this Agreement, as may be updated in accordance with the provisions hereof;

(ii) if to any other holder of Flash Convertible Securities or any Conversion Shares, at such electronic mail address (or mailing address) as shown in the Company's records, or, until any such holder so furnishes an electronic mail address and mailing address to the Company, then to and at the address of the last holder of such securities for which the Company has contact information in its records; or

(iii) if to the Company, to [george@ovio360.com](mailto:george@ovio360.com) (or, if by mail, the Company's principal executive offices), Attn: Chief Executive Officer, or at such other address as the Company shall have furnished to the Flash Investors.

With respect to any notice given by the Company under any provision of the Delaware General Corporation Law or the Charter or Bylaws, Investor agrees that such notice may be given by electronic mail.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given at the earlier of its receipt or 24 hours after the same has been sent by electronic mail (or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid).

(c) **Governing Law; Dispute Resolutions.** This Agreement shall be governed in all respects by the internal laws of the State of Delaware, without regard to the conflict of laws principals of such state. Any suit, action or other proceeding arising out of or based upon this Agreement or the Flash Convertible Security shall be subject to the provisions of the Arbitration Agreement which are hereby incorporated herein and made a part of this Agreement by this reference.

(d) **Successors and Assigns.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, shall be binding upon Investor and Investor's heirs, executors, administrators, successors and assigns, as applicable.

(e) **Entire Agreement.** This Agreement, including the Arbitration Agreement and Exhibits, together with the Flash Convertible Security and the applicable provisions of the Platform Terms of Use, Privacy Policy, and Escrow Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and merge all prior agreements or understandings, whether written or oral.

(f) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

(g) **Amendment and Waiver.** This Agreement may be amended or modified, and the obligations of the Company and the rights of Investor under this Agreement may be waived or terminated, only upon the written consent of the Company, Investor and FlashFunders.

(h) **Expenses.** Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement.

(i) **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, default or noncompliance by another party under this Agreement, the Flash Convertible Security or the other Subscription

Agreements shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on any party's part of any breach, default or noncompliance under this Agreement, the Flash Convertible Security or the other Subscription Agreements or any waiver on such party's part of any provisions or conditions of this Agreement, the Flash Convertible Security or the Subscription Agreements must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, the other Subscription Agreements, the Charter, law, or otherwise afforded to any party, shall be cumulative and not alternative.

(j) **Attorneys' Fees.** In the event that any suit or action is instituted under or in relation to this Agreement, including, without limitation, to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including, without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

(k) **Third-Party Beneficiary.** The parties hereto acknowledge and agree that FlashFunders is a direct beneficiary with respect to certain provisions of this Agreement and may rely on and enforce each of such provisions as if it were a party hereto. Except as set forth in the preceding sentence, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entities, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

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

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

(n) **Titles and Subtitles.** The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(o) **Pronouns.** All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

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IN WITNESS WHEREOF, each of the parties hereto has executed this Flash Convertible Security Subscription Agreement as of the day and year set forth below.

**INVESTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Investment Amount: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has executed this Flash Convertible Security Subscription Agreement as of the day and year set forth below.

**ACCEPTED:**

**OVIO TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name: George Rebensdorf

Title: Chief Executive Officer

Acceptance Date: \_\_\_\_\_

Address: 20241 SW Birch, Suite 201

Newport Beach, CA 92660

Telephone: 949-222-0360

Email: george@ovio360.com

## ATTACHMENT 1

### MUTUAL AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTION CLAIMS

THIS MUTUAL AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTION CLAIMS (this “**Arbitration Agreement**”) is made as of the date set forth on the Company’s signature page below, by and between oVio Technologies, Inc., a Delaware corporation (the “**Company**”), and the “Investor” set forth on the Investor Acceptance page below (“**Investor**”). The words “you” and “your” in this Arbitration Agreement refer to the undersigned Investor and anyone acting on the Investor’s behalf including, without limitation, the Investor’s family, heirs, agents and assigns.

#### RECITALS

**A.** You and the Company have entered into a Flash Convertible Security Subscription Agreement dated on or after the date of this Agreement (the “**Purchase Agreement**”), and it is a condition to the closing of the sale of the Flash Convertible Security under the Purchase Agreement that you and the Company execute and deliver this Arbitration Agreement.

**B.** You and the Company are executing this Arbitration Agreement to obtain the benefit of a speedy, impartial and cost-effective dispute resolution procedure.

#### AGREEMENT

NOW, THEREFORE, for the right to resolve your claims by arbitration rather than through the courts, you agree with the Company as follows:

**1. Agreement to Arbitrate.** Except as otherwise expressly provided in this Arbitration Agreement, you and the Company agree to settle by final and binding arbitration any claims and controversies arising out of or relating to your investment in the Company (“**Arbitrable Claims**”), which the Company may have against you or you may have against the Company or any third party (each and every such party is referred to herein as a “**Covered Party**”), including but not limited to the following: (a) any claim involving conduct alleged to be in violation of any local, state or federal constitution, regulation, ordinance, statute or common law; (b) any claim for breach of any contract, covenant or duty owed, express or implied (including, without limitation, the Purchase Agreement); and (c) any claim for fraud, misrepresentation, or any other tort. This Agreement is enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. Sec 1 *et. seq.* (the “**FAA**”). For avoidance of doubt, and not as a limitation, FlashFunders, Inc. and its affiliates and other related or associated persons are intended to be Covered Parties.

**2. Waiver of Class Action Claims. THE PARTIES AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE ACTION.**

**3. Arbitration Procedures.** Arbitration shall be filed with JAMS, Inc. (“**JAMS**”), and heard by one arbitrator (the “**Arbitrator**”) in the County in which the Company’s principal executive offices are located (unless otherwise agreed by the parties to the arbitration). The arbitration shall

be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures (the “Rules”) in effect at the time the claim is made. The Rules can be found and obtained at <http://www.jamsadr.com/rules-comprehensive-arbitration/> or alternatively can be obtained by requesting a copy from the Company. By signing this Agreement, you acknowledge that you have had an opportunity to review the Rules before signing this Agreement. The Arbitrator shall have the authority to order discovery by way of deposition, interrogatory, document production, or otherwise, as the Arbitrator considers necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration. The Arbitrator shall apply, as applicable, federal or Delaware substantive law and law of remedies. The Arbitrator’s remedial authority shall be no greater than that available under each statutory or common law theory asserted and is authorized to award any remedy or relief available under applicable law that the Arbitrator deems just and equitable, including any remedy or relief that would have been available to the parties had the matter been heard in a court. The Arbitrator shall have the authority to provide for the award of attorneys’ fees and costs if such award is separately authorized by applicable law. The Arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award, unless the parties agree otherwise. A judgment upon any award rendered by the Arbitrator may be entered in any court having jurisdiction. You, the Company, any other Covered Party that is a party to the arbitration, legal counsel and the Arbitrator shall treat all arbitration proceedings, including any decision, award and opinion in support thereof, as confidential, and the Arbitrator shall issue such orders as are reasonably necessary to maintain such confidentiality. You will be obligated to pay the then-current Superior Court of California filing fee towards the costs of the arbitration and shall not be required to pay any cost or expense of the arbitration that you would not be required to pay if the matter had been heard in a court. The Company shall bear all other costs unique to arbitration in compliance with applicable law.

**4. Claims Not Covered By This Arbitration Agreement.** This Arbitration Agreement does not apply to or cover the following claims related to your investment in the Company: (a) claims brought in a court of competent jurisdiction to compel arbitration under this Arbitration Agreement, to enforce or vacate an arbitration award, or to obtain preliminary, injunctive and/or other equitable relief in support of claims to be prosecuted in an arbitration by any party; (b) any claim by the Company or other Covered Person seeking to enforce or protect, or concerning the validity of, any of their respective intellectual property rights; and (c) any other claim not properly arbitrable under the law or otherwise prohibited by law from being arbitrated.

**5. Survival of Provisions.** This Arbitration Agreement shall continue in effect after your investment in the Company is consummated and shall apply to any arbitrable claim whether it arises or is asserted before, during or after any period in which you hold the Company’s securities. You and the Company agree that this Arbitration Agreement can be modified or revoked only by a writing signed by you, the Company, and each other Covered Party against which or whom an arbitrable claim may be asserted hereunder, which specifically states that you, the Company, and such Covered Parties intend to modify or revoke this Arbitration Agreement.

**6. Severability.** If any one or more provisions of this Arbitration Agreement is found, for any reason, invalid, voidable or unenforceable, in whole or in part, with respect to any claim or class of claims, the finding shall in no way affect any other provision of this Arbitration Agreement or the validity or enforcement of the remainder of this Arbitration Agreement, and any provision thus affected shall itself be modified only to the extent necessary to bring the provision within the applicable requirements of the law.

**7. Third-Party Beneficiaries.** The parties expressly acknowledge, agree and confirm that each and every Covered Party is an express third-party beneficiary of this Arbitration Agreement, and each such Covered Party shall have and possess all rights and remedies hereunder as if each such Covered Party were an original party hereto.

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

**9. Sole and Entire Agreement.** The parties acknowledge that this Arbitration Agreement constitutes the complete agreement of the parties on the subject matter contained herein, and supersedes any prior or contemporaneous oral or written agreement or understanding on the subject matter contained herein.

**10. Consideration.** The parties agree that there is good and valuable consideration for the execution of this Arbitration Agreement, including, but not limited to, the requirement that the agreement to arbitrate all claims is mutual between the parties, and other good and valuable consideration.

**OVIO TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name: George Rebensdorf

Title: Chief Executive Officer

Date: \_\_\_\_\_

INVESTOR'S ACCEPTANCE

The undersigned Investor acknowledges that it has carefully read and understands the foregoing Arbitration Agreement, that it has received the advice of independent counsel with respect to the foregoing Arbitration Agreement, and that it agrees to be bound by and comply with all of its terms. Investor acknowledges that it has entered into this Arbitration Agreement voluntarily and that it is not relying on any representation, oral or written, as to the effect, enforceability or meaning of this Arbitration Agreement, except as specifically set forth in this Arbitration Agreement. **THE UNDERSIGNED INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT BY SIGNING THIS ARBITRATION AGREEMENT, THE COMPANY AND INVESTOR, AND THE OTHER COVERED PARTIES REFERENCED HEREIN, ARE GIVING UP THE RIGHT TO A JURY TRIAL AND TO A TRIAL IN A COURT OF LAW WITH RESPECT TO ANY ARBITRABLE CLAIM ANY OF THEM MAY HAVE AGAINST THE OTHERS. INVESTOR ALSO UNDERSTANDS AND ACKNOWLEDGES THAT, BY SIGNING THIS ARBITRATION AGREEMENT, THE COMPANY AND INVESTOR EACH EXPRESSLY WAIVE THE RIGHT TO PURSUE ANY ARBITRABLE CLAIM AGAINST THE OTHER AND AGAINST THE OTHER COVERED PARTIES, THROUGH ANY PURPORTED CLASS OR COLLECTIVE ACTION OR OTHER REPRESENTATIVE ACTION.**

INVESTOR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**FORM OF FLASH CONVERTIBLE SECURITY**

## **EXHIBIT B**

### **SCHEDULE OF EXCEPTIONS**

5(k) Litigation

- A software programming provider, STG, is alleging non-payment of invoices totaling \$102,000. oVio disputes the invoices in total, and alleges to have sustained damages from STG. The matter is not in court at this time.

**EXHIBIT C**

**CAP TABLE**

*(see attached)*

## oVio Technologies Summary

Exported as of 05/29/2019

	Outstanding	Conversion Ratio	As Converted	Percent	Authorized
<b>Common</b>					
Common					10,000,000
Non-Restricted	16,552,463	1.0x	16,552,463	65.33%	
Non-Restricted from Restricted Pr	3,895,462	1.0x	3,895,462	15.37%	
<b>Total</b>	<b>20,447,925</b>		<b>20,447,925</b>	<b>80.70%</b>	<b>10,000,000</b>
<b>Preferred</b>					
Series Preferred A	3,784,861		3,784,861	14.94%	4,268,640
<b>Total</b>	<b>3,784,861</b>		<b>3,784,861</b>	<b>14.94%</b>	<b>4,268,640</b>
<b>Restricted Pool</b>					
Authorized	5,000,000				5,000,000
Non-Restricted Issuances	3,895,462				
Issued	3,895,462				
Issued and Outstanding	3,895,462				
Common	3,895,462				
Remaining Under Plan	1,104,538		1,104,538	4.36%	
<b>Total</b>			<b>25,337,324</b>	<b>100.00%</b>	
<i>Convertible Debt</i>			<i>\$0.00</i>		