

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND STATE SECURITIES OR BLUE SKY LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (“**SEC**”), ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO INVESTOR IN CONNECTION WITH THIS OFFERING OVER THE WEB-BASED PLATFORM MAINTAINED BY THE COMPANY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THIS OFFERING.

THE COMPANY MAY NOT BE OFFERING THE SECURITIES IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE SECURITIES ARE NOT BEING OFFERED.

THE INFORMATION PRESENTED IN THE OFFERING MATERIALS WAS PREPARED BY THE COMPANY SOLELY FOR THE USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THIS OFFERING. NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY OFFERING MATERIALS, AND NOTHING CONTAINED IN THE OFFERING MATERIALS IS OR SHOULD BE RELIED UPON AS A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE OF THE OFFERING MATERIALS.

SUBSCRIPTION AGREEMENT

To: RYSE Inc.
20 Camden St.
Toronto, Ontario, Canada M5V 1V1

Ladies and Gentlemen:

The investor executing this Subscription Agreement (“**Investor**”) hereby subscribes for the dollar amount (“**Subscription Amount**”) of shares of non-voting Class B Common Stock (the “**Shares**”) of RYSE Inc., an Ontario corporation (the “**Company**”) as indicated in the Investor Information (below defined).

WHEREAS, the Company is offering Shares at a price of \$2.35 per Share, plus an additional fee of \$50.00 (“**Investor Processing Fee**”), pursuant to its Form 1-A, as amended and/or supplemented from time to time (“**Offering Statement**”), filed with the Securities and Exchange Commission (“**SEC**”) under Tier II of Regulation A promulgated under the Securities Act of 1933, as amended (the “**Securities Act**”).

NOW, THEREFORE, it is agreed as follows:

1. Investor understands and agrees that this Subscription Agreement (“**Agreement**” or “**Subscription Agreement**”) is comprised of the below terms and schedules, as well as the information Investor provides via the Company’s investment portal at www.helloryse.com (“**Company Site**”) relating to its purchase of Units pursuant to this Agreement, which may include, but not be limited to, Investor’s identity and personal information, contact information, signature and the amount of Units being purchased by Investor (collectively,

“Investor Information”), which Investor Information is incorporated herein by reference and made a part hereof. By executing this Agreement, Investor agrees to the terms of service and privacy policy contained on the Company Site.

2. To induce the Company to accept this subscription, the Investor hereby agrees and represents that:

(a) The Shares will be held by the Investor as indicated on the Investor Information (e.g., individual, corporation, custodial account, community property, etc.).

(b) Concurrent with the execution hereof, the Investor authorizes the Company to request the Subscription Amount from the Investor’s bank or other financial institution. The Investor has transferred funds equal to the Subscription Amount to the Company concurrently with submitting this Subscription Agreement, unless otherwise agreed by the Company.

(c) The Investor agrees to pay the Investor Processing Fee of \$50.00, which fee will not be applied towards the purchase of Shares, but will partially reimburse the Company for fees payable by it as a result of Investor’s purchase of Shares.

(d) Within five (5) days after receipt of a written request from the Company, the Investor shall provide such information and execute and deliver such documents as the Company may reasonably request to comply with any and all laws and ordinances to which the Company may be subject, including the securities laws of the United States or any other applicable jurisdiction.

(e) The Company has entered into, and from time to time may enter into, separate subscription agreements with other investors for the sale of Shares to such other investors. The sale of Shares to such other investors and this sale of the Shares shall be separate sales and this Subscription Agreement and the other subscription agreements shall be separate agreements.

(f) The Company may elect at any time to close all or any portion of this offering, once it has raised the minimum offering amount, on various dates (each a “Closing Date”).

(g) Investor understands and agrees that the Company will issue Shares without additional consideration for investors purchasing at least \$2,500 in Shares, as detailed in the Offering Statement, and that such issuances could have the effect of diluting the value of Investor’s Shares.

(h) The Investor understands the meaning and legal consequences of, and that the Company intends to rely upon, the representations and warranties contained in Sections 2, 3, 4 and 5 hereof, and the Investor hereby agrees to indemnify and hold harmless the Company and each and any manager, member, officer, employee, agent or affiliate thereof from and against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty of the Investor. The representations, warranties and covenants made by Investor herein shall survive the closing or termination of this Subscription Agreement.

3. The Investor hereby represents and warrants that the Investor is a “qualified purchaser,” as defined in Regulation A under the Securities Act, meaning Investor is an “accredited investor” as defined in Rule 501 of Regulation D under the Securities Act and indicated on the U.S. Accredited Investor Certificate attached hereto, or the Subscription Amount does not represent more than 10% of the greater of Investor’s annual income or net worth (for natural persons), or 10% of the greater of annual revenue or net worth at fiscal year-end (for non-natural persons), with net worth calculated in the same manner as for accredited investors under Rule 501 of Regulation D under the Securities Act.

4. The Investor hereby further represents, warrants, acknowledges and agrees:

(a) The Investor has all requisite power and authority to (i) execute and deliver this Agreement, and (ii) to carry out and perform its obligations under the terms of this Agreement. This Agreement has been duly authorized, executed and delivered and constitutes the legal, valid and binding obligation of Investor, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting the enforcement of creditors' rights generally in effect from time to time and by general principles of equity.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and provisions hereof, will conflict with, or result in a breach or violation of any of the terms, conditions or provisions of, or constitute a default under, any contract, agreement, mortgage, indenture, lease, instrument, order, judgment, statute, law, rule or regulation to which Investor is subject.

(c) The information provided by the Investor to the Company via this Subscription Agreement, including the Investor Information, or otherwise is true and correct in all respects as of the date hereof and the Investor hereby agrees to promptly notify the Company and supply corrective information to the Company if, prior to the consummation of its investment in the Company, any of such information becomes inaccurate or incomplete.

(d) The Investor, if an individual, is over 21 years of age, and the address set forth above is the true residence and domicile of the Investor, and the Investor has no present intention of becoming a resident or domiciliary of any other state or jurisdiction. If a corporation, trust, partnership or other entity, the Investor has its principal place of business at the address set forth on the signature page.

(e) 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 hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares. Investor's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of Investor's jurisdiction.

(f) The Investor has had an opportunity to ask questions of and receive answers from the Company, or a person or persons acting on its behalf, concerning the Company and the terms and conditions of this investment, and all such questions have been answered to the full satisfaction of the Investor.

(g) Except as set forth in this Subscription Agreement, no representations or warranties have been made to the Investor by the Company or any partner, agent, employee or affiliate thereof.

(h) The Investor has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto. The Investor has consulted its own advisers with respect to its proposed investment in the Company.

(i) The Investor is not making this subscription in any manner as a representative of a charitable remainder unitrust or a charitable remainder trust.

(j) The Investor has the financial ability to bear the economic risk of the Investor's investment, including a complete loss thereof, has adequate means for providing for its current needs and possible contingencies and has no need for liquidity in its investment.

(k) The Investor acknowledges and understands that:

- (i) The Shares are a speculative investment and involve a substantial degree of risk;
- (ii) The Company does not have a significant financial or operating history;
- (iii) The Shares are being offered pursuant to Regulation A under the Securities Act and have not been registered or qualified under any state blue sky or securities law; and
- (iv) Any federal income tax treatment which may be currently available to the Investor may be lost through adoption of new laws or regulations, amendments to existing laws or regulations or changes in the interpretations of existing laws and regulations.

(l) The Investor represents and warrants that (i) the Shares are to be purchased with funds that are from legitimate sources in connection with its regular business activities and which do not constitute the proceeds of criminal conduct; (ii) the Shares are not being acquired, and will not be held, in violation of any applicable laws; (iii) the Investor is not listed on the list of Specially Designated Nationals and Blocked Persons maintained by the United States Office of Foreign Assets Control (“**OFAC**”); and (iv) the Investor is not a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.

(m) If the Investor is an individual retirement account, qualified pension, profit sharing or other retirement plan, or governmental plans or units (all such entities are herein referred to as a “Retirement Trust”), the Investor represents that the investment in the Company by the Retirement Trust has been authorized by the appropriate person or persons and that the Retirement Trust has consulted its counsel with respect to such investment and the Investor represents that it has not relied on any advice of the Company or its affiliates in making its decision to invest in the Company.

(n) Investor has received and had the opportunity to review the offering Statement, as amended and supplemented. Investor has carefully reviewed all of the Company’s SEC filings filed by the Company since the Company’s Offering Statement was qualified by the SEC and understands the information contained therein. Investor acknowledges that the Company’s SEC filings, including but not limited to the Offering Statement, are available free of charge at the SEC’s web site at www.sec.gov.

(o) Investor acknowledges and agrees that there is no ready public market for the Shares and that there is no guarantee that a market for their resale will ever exist. The Company has no obligation to list any of the Shares on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) with respect to facilitating trading or resale of the Shares. Investor must bear the economic risk of this investment indefinitely and Investor acknowledges that Investor is able to bear the economic risk of losing Investor’s entire investment in the Shares. Investor also understands that an investment in the Company involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of Shares.

(p) Investor represents and warrants that the Investor is either:

(i) Purchasing the Shares with funds that constitute the assets of one or more of the following:

- (a) an “employee benefit plan” as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), that is subject to Title I of ERISA;
- (b) an “employee benefit plan” as defined in Section 3(3) of ERISA that is not subject to either Title I of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”) (including a

governmental plan, non-electing church plan or foreign plan). The Investor hereby represents and warrants that (a) its investment in the Company: (i) does not violate and is not otherwise inconsistent with the terms of any legal document constituting or governing the employee benefit plan; (ii) has been duly authorized and approved by all necessary parties; and (iii) is in compliance with all applicable laws, and (b) neither the Company nor any person who manages the assets of the Company will be subject to any laws, rules or regulations applicable to such Investor solely as a result of the investment in the Company by such Investor;

(c) a plan that is subject to Section 4975 of the Code;

(d) an entity (including, if applicable, an insurance company general account) whose underlying assets include "plan assets" of one or more "employee benefit plans" that are subject to Title I of ERISA or "plans" that are subject to Section 4975 of the Code by reason of the investment in such entity, directly or indirectly, by such employee benefit plans or plans; or

(e) an entity that (a) is a group trust within the meaning of Revenue Ruling 81-100, a common or collective trust fund of a bank or an insurance company separate account and (b) is subject to Title I of ERISA, Section 4975 of the Code or both; or

(ii) Not purchasing the Shares with funds that constitute the assets of any of the entities or plans described in this Section 4(m)(1).

5. All representations and warranties of Investor made above shall be true and correct as of Investor's Closing Date, unless Investor has otherwise notified the Company in writing prior to Investor's Closing Date that there has been a change that would cause any such representation or warranty to be incorrect or no longer apply.

6. It is understood that this subscription is irrevocable by Investor but is not binding on the Company until accepted by the Company by signature of its authorized representative on the acceptance page hereto. The Company may accept or reject this subscription in whole or in part. In the event of rejection of this subscription in its entirety, or in the event the sale of the Shares (or any portion thereof) to Investor is not consummated for any reason, this Subscription Agreement shall have no force or effect with respect to the rejected subscription (or portion thereof), except for Section 2(h) hereof, which shall remain in force and effect.

7. The Company reserves the right to request such information as is necessary to verify the identity of the Investor. The Investor shall promptly on demand provide such information and execute and deliver such documents as the Company may request to verify the accuracy of the Investor's representations and warranties herein or to comply with the USA PATRIOT Act of 2001, as amended (the "**Patriot Act**"), certain anti-money laundering laws or any other law or regulation to which the Company may be subject (the "**Relevant Legislation**"). In addition, by executing this Subscription Agreement the Investor authorizes the Company to provide the Company's legal counsel and any other appropriate third party with information regarding the Investor's account, until the authorization is revoked by the Investor in writing to the Company.

8. Investors execution of this Agreement shall also serve as Investor's execution of and agreement to be bound to the terms of the Company's Voting Trust Agreement and Shareholders Agreement, each as amended, as included as Exhibits to the Offering Statement.

9. The Company represents and warrants to the Investor that:

(a) The Company is duly formed and validly existing in good standing as corporation under the laws of Ontario, Canada and has all requisite power and authority to carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this Subscription Agreement have been authorized by all necessary action on behalf of the

Company, and this Subscription Agreement is a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

(c) The Shares, when so issued, sold and delivered against payment therefor in accordance with the provisions of this Subscription Agreement, will be duly and validly issued, fully paid and non-assessable.

10. Miscellaneous.

(a) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

(b) This Subscription Agreement is not transferable or assignable by Investor without the prior written consent of the Company.

(c) The representations, warranties and agreements contained herein shall be deemed to be made by and be binding upon Investor and its heirs, executors, administrators and successors and shall inure to the benefit of the Company and its successors and assigns.

(d) None of the provisions of this Subscription Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and Investor.

(e) The invalidity, illegality or unenforceability of one or more of the provisions of this Subscription Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Subscription Agreement in such jurisdiction or the validity, legality or enforceability of this Subscription Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

(f) This Subscription Agreement, including its schedules and Investor Information, constitutes the entire agreement between the Investor and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof.

(g) The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person.

(h) This Subscription Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each of the parties hereto agrees that the transaction consisting of this Agreement (and, to the extent permitted under applicable law, each related agreement) may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Agreement (or, if applicable, related agreement) using an electronic signature, it is signing, adopting, and accepting this Agreement or such closing document and that signing this Agreement or such related agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement or such related agreement on paper. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

(i) No failure or delay by any party in exercising any right, power or privilege under this Subscription Agreement shall operate as a waiver thereof nor shall any single or

partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law

(j) Notice, requests, demands and other communications relating to this Subscription Agreement and the transactions contemplated herein shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, on the third day after the posting thereof; or (c) emailed, telecopied or cabled, on the date of such delivery to the respective parties at the addresses set forth in the Investor Information with respect to the Investor and above with respect to the Company. The Company will not accept notice by email or other electronic communication. Investor agrees that the Company may deliver all notices, tax reports and other documents and information to Investor by email or another electronic delivery method chosen by the Company. Investor agrees to tell the Company right away if Investor changes its email address or home mailing address so the Company can send information to the new address.

(k) THE COMPANY WILL NOT BE LIABLE TO INVESTOR FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INVESTOR TELLS THE COMPANY IT MIGHT INCUR THOSE DAMAGES.

(l) The interpretation, performance and enforcement of this Agreement shall be governed by the laws of Ontario, Canada as applied to contracts executed in and performed wholly within Ontario, Canada, without reference to principles of conflict of laws. IN ANY DISPUTE WITH THE COMPANY, INVESTOR AND THE COMPANY AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY. This means that any dispute will be heard by an arbitrator or a judge, not a jury.

[EXECUTION PAGE FOLLOWS]

THIS CLASS B SUBSCRIPTION AGREEMENT, HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AS AMENDED, OR THE SECURITIES ACT (ONTARIO) AS AMENDED (TOGETHER, THE "ACTS"), OR THE APPLICABLE SECURITIES LAWS OF ANY PROVINCE AND/OR STATE, AND MAY NOT BE PLEDGED, SOLD, ASSIGNED OR OTHERWISE TRANSFERRED EXCEPT AS PERMITTED UNDER THE ACTS AND APPLICABLE PROVINCIAL AND/OR STATE SECURITIES LAWS, PURSUANT TO REGISTRATION UNDER SUCH LAWS OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENT.

THIS SUBSCRIPTION AGREEMENT DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO PURCHASE, ANY OF THE SECURITIES DESCRIBED HEREIN BY OR TO ANY PERSON IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL, PROVINCIAL, STATE OR FOREIGN SECURITIES AUTHORITIES, NOR HAVE ANY SUCH AUTHORITIES REVIEWED OR DETERMINED THE ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, TO THE EFFECT THAT SUCH PLEDGE, SALE, ASSIGNMENT OR TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND ALL APPLICABLE STATE SECURITIES LAWS.

RYSE INC.
SUBSCRIPTION AGREEMENT

Date:

This SUBSCRIPTION AGREEMENT (the "**Agreement**") is executed by the undersigned (the "**Subscriber**") in connection with the offer to the Subscriber of, and the subscription by the Subscriber for, Class B Shares, of RYSE INC., a federal corporation organized under the Canada Business Corporations Act (the "**Company**") (the "**Common Shares**"). The Company shall sell to the Subscriber 2041 Common Shares at a price of \$2.45 per Common Share (the "Purchased Shares"), for an aggregate purchase price of \$5000.45 USD (the "**Purchase Price**") pursuant to this Agreement in connection with the Voting Trust Agreement (attached hereto in Schedule B), and the Adoption Agreement (attached hereto in Schedule C).

**1. ARTICLE I
OFFERING, PURCHASE, AND SALE**

1. Sale and Issuance of the Purchased Shares. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), the Company agrees to issue and sell to the Subscriber, and, subject to and in reliance upon the representations, warranties, covenants, terms and conditions of this Agreement, the Subscriber, agrees to purchase, the Purchased Shares, for the aggregate amount of the Purchase Price. The Company shall use the proceeds from the issuance and sale of the Purchased Shares for working capital and other general corporate purposes.
2. Closing; Delivery. The “**Closing**” shall be deemed to occur when this Agreement has been executed by both the Subscriber and the Company, full payment for the Purchased Shares shall have been made by the Subscriber, by wire transfer or other payment method and currency deemed acceptable to the Company, to the Company as provided, in consideration for the Company’s delivery of certificates representing the Purchased Shares so subscribed for, the Voting Trust Agreement has been duly executed by both parties, and the Adoption Agreement has been duly executed by both parties. The Closing shall take place at the registered office of the Company.
3. Conditions to Acceptance.
 - a. The Subscriber’s obligations hereunder are conditioned upon the occurrence of all of the following:
 - i. the representations and warranties of the Company being true and correct in all material respects on the date of Closing, as if made on such date;
 - ii. the Subscriber’s complete and valid execution of the Voting Trust Agreement;
 - iii. the Subscriber’s complete and valid execution of the Adoption Agreement;
 - iv. the Subscriber’s complete and valid execution of the Accredited Investor Certificate attached hereto in Schedule A; and,
 - v. this Agreement being accepted by the Company.
 - b. The Company’s obligations hereunder are conditioned upon the occurrence of all of the following:
 - i. the representations and warranties of the Subscriber being true and correct in all material respects on the date of Closing, as if made on such date;
 - ii. the Company’s complete and valid execution of the Voting Trust Agreement, attached hereto in Schedule B; and,
 - iii. the Subscriber’s complete and valid execution of the Adoption Agreement, attached hereto in Schedule C.

**2. ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company hereby makes the following representations and warranties to the Subscriber, except as otherwise disclosed to Subscriber, which representations and warranties shall be true as of the date of acceptance of this Agreement by the Company and as of Closing:

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 its jurisdiction of formation and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted and to carry out the transactions contemplated by this Agreement.

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 on the business or assets of the Company.

2. Authorization. All corporate action required to be taken by the board of directors, officers, and shareholders of the Company for the execution and delivery of this Agreement, the performance of all obligations of the Company under the Agreement to be performed as of the Closing, and the issuance and delivery of the Purchased Shares has been taken or will be taken prior to the Closing. The Agreement, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (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 or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. The Company has obtained all consents and approvals required for it to execute, deliver and perform this Agreement.
3. Validity. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
4. Valid Issuance of Common Shares. The Purchased Shares, when issued, sold and delivered in accordance with the terms hereof, for the consideration expressed herein, will be validly issued, fully paid and non-assessable and, based in part upon the representations of the Subscriber in this Agreement, will be issued in compliance with all applicable federal and state securities laws.
5. 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 or operations of the Company.
6. Compliance with Other Instruments. The Company is not in violation or default of any term of its certificate of incorporation or bylaws, or of any provision of any mortgage, indenture or contract to which it is a party and by which it is bound or of any judgment, decree, order or writ, other than such violations that would not individually or in the aggregate have a material adverse effect on the Company. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated by this Agreement 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 a default under any such provision, instrument, judgment, decree, order or writ or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties. The sale of the Purchased 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.
7. Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or, to the Company's knowledge, currently threatened (i) against the Company or any officer or director arising out of their employment or board relationship with the Company; (ii) that questions the validity of this Agreement or the right of the Company to enter into them, or to consummate the transactions contemplated thereby; or (iii) that would reasonably be expected to have, either individually or in the aggregate, a material adverse effect on the

business, assets (including intangible assets), liabilities, financial condition, property, or results of operations of the Company.

8. Offering. Assuming the accuracy of the representations and warranties of the Subscriber contained in Article III hereof, the offer, issue, and sale of the Purchased Shares are and will be exempt from the prospectus and registration requirements of the applicable securities laws, and will have been registered or qualified (or are exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable securities laws. Neither the Company 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 advertisements in connection with the offer and sale of the Purchased Shares. The Company has had the opportunity to review this Agreement with counsel of its own choosing.
- 3.

4. ARTICLE III REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER

The Subscriber hereby makes the following representations and warranties to the Company, which representations and warranties shall be true as of the date of acceptance of this Agreement by the Company and as of Closing:

1. Authority. If such Subscriber is an entity, such Subscriber has full power and authority to enter into and perform this Agreement in accordance with its terms. This Agreement has been duly executed and delivered by the Subscriber and constitutes the legal, valid and binding obligation of such Subscriber, enforceable in accordance with its terms. The Subscriber, if executing this Agreement in a representative or fiduciary capacity, has full power and authority to execute and deliver this Agreement and each other document referred to herein for which a signature is required in such capacity and on behalf of the subscribing individual, partnership, trust, estate, corporation or other entity for whom or which the Subscriber is executing this Agreement.
2. Purchase for Investment. Such Subscriber is acquiring the Purchased Shares purchasable by it hereunder for its own account, for investment and not for, with a view to, or in connection with, any distribution or public offering thereof within the meaning of the applicable securities laws. The Subscriber is not an officer, director, or “affiliate” (as that term is defined in Rule 415 of the Securities Act of 1933, as amended).
3. Unregistered Securities; Legend. Such Subscriber has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. Such Subscriber understands that the Purchased Shares have not been, and will not be, registered under the Acts, by reason of their issuance in a transaction exempt from the registration requirements of such laws, that the Purchased Shares must be held indefinitely unless they are subsequently registered under the applicable securities laws and such laws or a subsequent disposition thereof is exempt from registration, that the Purchased Shares shall bear a legend to such effect, and that appropriate transfer instructions may be issued. Such Subscriber further understands that such exemption depends upon, among other things, the bona fide nature of such Subscriber’s investment intent expressed herein. In this connection, the Subscriber represents that it is familiar with Rule 144 under the Securities Act of 1933, as amended, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act of 1933, as amended.

4. Accredited Investor.

- a. Provided that the Subscriber is a resident of the United States of America, the Subscriber is an “accredited investor” as defined in Regulation D promulgated under the Securities Act of 1933, as amended, and represents and warrants to the Company that the Subscriber is an “accredited investor”, as outlined in Schedule A.2, for purposes of acquiring the Purchased Shares being acquired by it hereunder.
 - b. Provided that the Subscriber is a resident of the a jurisdiction other than Canada or the United States of America, the Subscriber is an “accredited investor” as defined in that jurisdiction, and represents and warrants to the Company that the Subscriber is an “accredited investor”, as outlined in Schedule A.3, for purposes of acquiring the Purchased Shares being acquired by it hereunder.
 - c. The Subscriber is an “accredited investors” as defined in Section 1.1 of National Instrument 45-106 – Prospectus and Registration Exemptions (“**NI 45-106**”), as outlined in Schedule A.1, and if the Subscriber is an individual and is an “accredited investor” as such term is defined in subsection (j), (j.1), (k) or (l) of Section 1.1 of NI 45-106, the Subscriber has executed and delivered a Form 45-106F9 (attached hereto in Schedule A.2), in a form reasonably satisfactory to the Company.
 - d. In any case, the Subscriber has (i) reviewed the substance of each category of such applicable definition of “accredited investor”, (ii) consulted his, her or its financial, accounting or tax advisors regarding the Subscriber’s compliance with such definition, and (iii) communicated in writing prior to the date hereof any exchange, valuation or other risks that might be reasonably be expected to result in the Subscriber’s failure to satisfy such definition, and that: (x) the Subscriber shall, upon reasonable request of the Company, provide such additional financial or other information reasonably required to support such representations and warranties, and (y); and such Subscriber represents and warrants to the Company that the Subscriber is, as applicable based on the place of residence of the Subscriber, an “accredited investor” for the purposes of acquiring the Purchased Shares being acquired by it hereunder.
5. Knowledge and Experience; Economic Risk. Such Subscriber has sufficient knowledge and experience in business and financial matters and with respect to investment in securities of privately held companies similar to the Company in terms of the Company’s stage of development so as to enable it to analyze and evaluate the merits and risks of the investment contemplated hereby and is capable of protecting its interest in connection with this transaction. Such Subscriber is able to bear the economic risk of such investment, including a complete loss of the investment.
6. Access to Information. Such Subscriber acknowledges that such Subscriber and its representatives have had the opportunity to make an investigation of the Company and its business as it deemed necessary and had the opportunity to ask questions and receive answers from officers and representatives of the Company concerning the transactions and legally binding agreements contemplated by this Agreement and to obtain any additional information desired in connection with its purchase of the Purchased Shares being acquired by it hereunder. Such Subscriber has had the opportunity to review this Agreement, the Voting Trust Agreement, the Adoption Agreement, and the legal agreements referenced therein, with counsel of its own choosing. The foregoing, however, does not limit or modify the representations and warranties of the Company in Article II of this Agreement or the right of such Subscriber to rely thereon.

7. No General Solicitation. Neither the Subscriber nor any of its officers, directors, employees, agents, shareholders or partners has either directly or indirectly, including through a broker or finder, (a) engaged in any general solicitation or (b) published any advertisements in connection with the offer and sale the Purchased Shares.
8. Bad Actor. Such Subscriber represents that neither it nor any of its Rule 506(d) Related Parties is a “bad actor” within the meaning of Rule 506(d) promulgated under the Securities Act of 1933, as amended. For purposes of this Agreement, “**Rule 506(d) Related Parties**” shall mean a “beneficial owner” of the Subscriber’s voting securities of the Company as provided under Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

5. ARTICLE IV ACKNOWLEDGEMENTS

The Subscriber hereby acknowledges and confirms that they are aware of each of the following:

1. Risks of Investment. The Subscriber recognizes that investment in the Company involves certain risks, including the potential loss of the Subscriber’s investment herein. The Subscriber recognizes that this Agreement and the Schedules hereto do not purport to contain all the information which would be contained in a registration statement under the applicable legislation;
2. No Government Approval. The Subscriber acknowledges that no federal, state or foreign agency has passed upon or reviewed the terms and conditions of the offering or made any finding or determination as to the fairness of the offering;
3. Restrictions on Transfer. The Subscriber may not sell, transfer, assign, pledge or otherwise dispose of all or any portion of the securities in the absence of either an effective registration statement or an exemption from the registration requirements of the Acts and applicable law;
4. Exempt Transaction. The Purchased Shares are being offered and sold in reliance on specific exemptions from the registration requirements of federal, provincial, and state law and the Subscriber’s representations, warranties, agreements, acknowledgments and applicability of such exemptions and the suitability of the Subscriber to acquire the Purchased Shares.
5. Operate at Loss. The Subscriber is fully aware and understands that at any time the Company may operate at a loss rather than a profit and may do so for an unforeseeable amount of time.
6. Development Stage. The Subscriber acknowledges that the Company is a startup, development stage Company with no operating history or revenues, and there can be no assurances that the Company will ever develop operations. The Subscriber acknowledges that an investment in the Purchased Shares is extremely speculative and that there is a substantial likelihood that the investor will lose his or her entire investment. The purchase of the Purchased Shares involves a high degree of risk and should be considered only by persons who can reasonably afford a loss of their investment.
7. Nominal Assets. The Company has nominal cash assets. The business contemplated by the Company will require project financings in addition to the proceeds from the sale of the Purchased Shares. There can be no assurances that such additional project financings will be obtained on terms favorable to the Company or at all, or that the transactions contemplated by these agreements will ever result in revenues to the Company. The Subscriber acknowledges that, even upon the purchase of the Purchased Shares, there can be no assurances that the Company will be able to accomplish

any of its goals. The Subscriber assumes all the obligations and risks of investigating and conducting due diligence on the matters described concerning the Company.

8. Offering Price. The Company has arbitrarily determined the offering price per share. Among the factors considered were estimates made by the principals as to the future prospects of the Company and its operations, expenses and potential revenues. There can be no assurances the projections prepared by the Company will be achieved.

ARTICLE V SUBSCRIPTION AND WIRING INSTRUCTIONS; IRREVOCABILITY

1. Transfer of Funds. The Subscriber shall send funds representing the Purchase Price by wire transfer or other method acceptable by the Company to the Company's bank account as provided.
2. Currency. The Purchase Price shall be in United States Dollars unless otherwise agreed in writing by the Company. If, at the request of the Subscriber, and upon the prior written approval of the Company, the Purchase Price is transferred in Canadian Dollars, then the parties mutually agree to a fixed conversion rate of 1 United States Dollar being deemed equivalent to 1.3600 Canadian Dollars.
3. Irrevocable Subscription. The Subscriber hereby acknowledges and agrees, subject to the provisions of any applicable laws providing for the refund of subscription amounts submitted by the Subscriber, that this Agreement is irrevocable and that the Subscriber is not entitled to cancel, terminate or revoke this Agreement; provided, however, that if the conditions to Closing are not satisfied, the Subscriber may revoke or cancel this Agreement.
4. Company's Right to Reject Subscription. This Agreement shall be accepted by the Company on the date of Closing. The Subscriber hereby confirms that the Company has full right in its sole discretion to accept or reject the subscription of the Subscriber, in whole or in part, provided that, if the Company decides to reject such subscription, the Company must do so promptly and in writing. In the case of rejection, the Company will promptly return any rejected payments and (if rejected in whole) copies of all executed subscription documents (including without limitation this Agreement) to Subscriber.
5. Acceptance of Subscription. In the case of acceptance of this subscription, ownership of the number of securities being purchased hereby will pass to the Subscriber upon the Closing.

ARTICLE VI SUBSCRIPTION AND WIRING INSTRUCTIONS; IRREVOCABILITY

1. No Waiver; Cumulative Remedies. No failure or delay on the part of any party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
2. Amendments, Waivers and Consents. Any provision in this Agreement to the contrary notwithstanding, changes in or additions to this Agreement may be made, and compliance with any

covenant or provision herein or therein set forth may be omitted or waived, only upon the written consent of both the Company and the Subscriber.

3. Addresses for Notices, etc. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be conclusively deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) 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 their signature pages, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Article VI, Section 3.
4. Binding Effect; Assignment. 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, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Neither party may assign its rights hereunder without the prior written consent of the other party.
5. Entire Agreement. This Agreement, together with all schedules and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes any other prior negotiations, correspondence, duties, obligations, understandings or agreements concerning the subject matter hereof.
6. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
7. Governing Law, Jurisdiction, and Venue. This Agreement and the obligations of the Company hereunder shall be governed by and interpreted and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada, as applicable therein (excluding the laws and rules of law applicable to conflicts or choice of law). With respect to any disputes arising out of or related to this Agreement, each of the parties consents to the exclusive jurisdiction of, and venue in, the provincial courts in the Province of Ontario (or in the event of exclusive federal jurisdiction, the courts of Canada located in Toronto, Ontario).
8. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement may be executed and delivered by facsimile, or by e-mail in portable document format (.pdf) and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other parties.
9. Expenses. Each of the Company and the Subscriber shall pay all costs and expenses that it respectively incurs, with respect to the negotiation, execution, delivery and performance of this Agreement.

10. Further Assurances. From and after the date of this Agreement, upon the request of the Subscriber or the Company, the Company and the Subscriber shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RYSE, Inc.

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

The undersigned, desiring to purchase Class B Non-Voting Common Shares of RYSE, Inc. by executing this signature page, hereby executes, adopts and agrees to all terms, conditions and representations of the Subscription Agreement.

(a) EITHER (i) The undersigned is an accredited investor (as that term is defined in Regulation D under the Securities Act because the undersigned meets the criteria set forth in the following paragraph(s) of Appendix A attached hereto:

OR (ii) The amount set forth in paragraph (b) above (together with any previous investments in the Securities pursuant to this offering) does not exceed 10% of the greater of the undersigned's net worth or annual income for all investments in this offering.

(b) The Securities being subscribed for will be owned by, and should be recorded on the Corporation's books as follows:

Full legal name of Subscriber (including middle name(s), for individuals):

Fidelity Investments FBO Clemente Ilaria
#235074193

(Name of Subscriber)

By:
(Authorized Signature)

(Official Capacity or Title, if the Subscriber is not an individual)

(Name of individual whose signature appears above if different than the name of the Subscriber printed above.)

56 Sunset Trail, Denville, NJ, 07834, United States
(Subscriber's Residential Address, including Province/State and Postal/Zip Code)

136-50-8050
Taxpayer Identification Number

+12019063126
(Telephone Number)

thetipster2day@yahoo.com
(E-Mail Address)

Number of securities: **2041 Class B Non-Voting Common Shares**

Aggregate Subscription Price: **\$5000.45 USD**

TYPE OF OWNERSHIP:

If the Subscriber is individual:

If the Subscriber is not an individual:

Individual

Joint Tenant

Tenants in Common

Community Property

If interests are to be jointly held:

Name of the Joint Subscriber:

Social Security Number of the Joint Subscriber:

Check this box if the securities will be held in a custodial account:

Type of account: **Fidelity Investments**

EIN of account: **13-6508050**

Address of account provider: **56 Sunset Trail, Denville, NJ, 07834, US**

ACCEPTANCE

The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

Dated as of

RYSE, Inc.

By:

Authorized Signing Officer

Schedule B
Voting Trust Agreement

VOTING TRUST AGREEMENT

THIS VOTING TRUST AGREEMENT (the “**Agreement**”) is made as of the Effective Date (defined below in Schedule A) among:

1. The Beneficiary (defined in Schedule A); and
2. RYSE Inc. a corporation incorporated and existing under the laws of Canada, and having its principal place of business at 20 Camden St. Suite 200, Toronto, ON M5V 1V1.

Background

- A. RYSE Inc. (the “**Corporation**”), is a company incorporated under the laws of Canada with, at the time of this Agreement, authorized capital consisting of an unlimited number of Class A shares, and Class B non-voting shares.
- B. The Beneficiary is the registered legal and beneficial holder of the shares described in Schedule A hereto (as such shares may be converted, exchanged, changed, reclassified, redesignated, subdivided or consolidated, the “**Trust Shares**”).
- C. The Beneficiary is a party to a shareholders agreement dated as of June 1, 2014 , as amended on April 15, 2015, May 15, 2015 and August 1, 2017 and further amended and restated as of February 22, 2021 (the “**Shareholders’ Agreement**”), as amended from time to time between the Corporation and its shareholders.
- D. The Beneficiary agrees to (i) appoint a designated representative as attorney to vote the Trust Shares and (ii) grant the Designated Representative a proxy to vote the Trust Shares, all on the terms, conditions and provisions set forth in this Voting Trust Agreement.
- E. The designated representative will be acting as trustee for the Trust Shares.

IN CONSIDERATION OF the respective covenants and agreements of the parties contained herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Power of Attorney and Voting Trust

- a. The Beneficiary hereby irrevocably appoints Trung Pham, who is currently the Secretary of the Corporation (the “**Designated Representative**”) as such Beneficiary’s lawful attorney, with full power of substitution, in the name of such Beneficiary to vote on all matters brought to shareholders of the Corporation for approval, including under the Shareholders’ Agreement or pursuant to applicable law and to carry out the rights, powers and duties of the Designated Representative set out herein, and the Designated Representative hereby accepts such appointment. This appointment, being coupled with an interest, is irrevocable by each such Beneficiary and shall not be revoked by the insolvency, bankruptcy, death, incapacity, dissolution, liquidation or other termination of

the existence of such Beneficiary and the Beneficiary agrees to ratify and confirm all that such attorney may do or cause to be done pursuant to the foregoing.

- b. The Beneficiary hereby irrevocably appoints the Designated Representative as proxy for the Beneficiary, with power of substitution to attend, act and vote for and on behalf of the Beneficiary at any meeting of shareholders, or any class thereof, of the Corporation at which the Beneficiary is entitled to vote thereat, in the same manner, to the same extent and with the same power as if the Beneficiary were present at the meeting or any adjournment thereof. Any proxy executed and delivered pursuant hereto relating to any meeting of shareholders of the Corporation, or any class thereof, or any adjournments thereof shall revoke any proxy otherwise executed and delivered by or on behalf of the Beneficiary with respect to such meeting or any adjournments thereof, regardless of the respective dates thereof.
- c. In all cases, the Beneficiary agrees to allow the Designated Representative to vote the Trust Shares and/or to execute any written resolution of the shareholders of the Corporation, or any class thereof, as the Designated Representative, in his sole discretion, determines.
- d. The power of attorney granted in this Agreement is not intended to be a continuing power of attorney within the meaning of and governed by the *Substitute Decisions Act* (Ontario), or any similar power of attorney under equivalent legislation in any other jurisdiction (a “CPOA”). The execution of this Agreement shall not terminate any CPOA granted by the Beneficiary previously and this power of attorney shall not be terminated by the execution by the Beneficiary in the future of a CPOA, and the Beneficiary hereby agrees not to take any action that results in the termination of this power of attorney.
- e. The Beneficiary agrees and acknowledges that during the term of this Agreement, the Designated Representative is authorized and required to act on behalf of each such Beneficiary to:
 - i. fulfil all obligations and take all actions necessary or desirable to implement or effect any decision of the board of directors of the Corporation, including the execution and delivery of any documents, certificates, consents, notices, filings or other materials with any person or entity, and
 - ii. fulfil all obligations and take all actions necessary or desirable to implement or effect any decision of the shareholders of the Corporation, or any class thereof, including the execution and delivery of any documents, certificates, consents, notices, filings or other materials with any person or entity.
- f. The Beneficiary hereby acknowledges and agrees that the Beneficiary shall: (a) be bound by all actions taken by the Designated Representative on his behalf pursuant to and in accordance with the foregoing (b) will have no power or right to exercise any rights as a shareholder of the Corporation to the extent delegated to the Designated Representative; and (c) shall not exercise any dissent rights as provided under the *Canada Business Corporations Act*, so long as the exercise of any action or vote by the Designated Representative on behalf of the Beneficiary does not adversely affect the Beneficiary in a manner that is disproportionate to the other holders of Class B non-voting shares.
- g. The Beneficiary acknowledges and agrees that the Designated Representative has no obligation to seek any further instructions from, or provide any notification to, the

Beneficiary or any other person or entity, before or after the Designated Representative exercises any of its rights under this Agreement.

- h. The Beneficiary hereby represents and warrants to the Corporation and the Designated Representative that there is no other person who has any rights over the Trust Shares of the Beneficiary that conflict with the rights of the Designated Representative under this Agreement. The Beneficiary covenants not to enter into any agreement or instrument that would conflict, or otherwise result in any inconsistency, directly or indirectly, with this Agreement.
2. **Information Rights.** The Corporation shall provide the Beneficiary with information rights as provided for in the shareholders' agreement of the Corporation as established or amended from time to time.
3. **No liability for the Designated Representative.**
 - a. The Beneficiary hereby irrevocably waives any and all claims of every nature and kind which he may now have or at any time in the future may have against the Designated Representative and his or her heirs, administrators, executors and personal representatives (the "**Releasees**"), and hereby releases the Releasees from any liability whatsoever arising out of, in connection with, or related to this Agreement or the exercise of the Designated Representative's powers and rights or the performance of his or her duties pursuant to this Agreement, except claims which arise from gross negligence, wilful misconduct or fraud of the Designated Representative.

General Provisions

4. **Further Assurances.** In furtherance of the foregoing appointment of the Designated Representative to carry out the duties and powers assigned hereby, the Beneficiary shall from time to time and at all times during the term of this Agreement do whatever may be requested by the Designated Representative to enable or facilitate the exercise of any and all rights by or on behalf of the Beneficiary by the Designated Representative.
5. **Headings and Subheadings.** The inclusion in this Agreement of headings and subheadings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
6. **Severability.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.
7. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and emailed, faxed, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as outlined in Schedule A.
8. **Change of Address for Notice.** Any party may, on written notice to all other parties and the Corporation, change the party's address for notice. If the Corporation's registered address changes, the Corporation may, on written notice to all parties, change its address for notice.
9. **Governing Law.** This Agreement is governed by, is to be interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each

party irrevocably attorns and submits to the exclusive jurisdiction of the Ontario courts situated in the City of Toronto, and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

10. **Time is of the Essence.** Time is of the essence in this Agreement.
11. **Enurement.** This Agreement shall enure to the benefit of, and be binding upon, the parties and their heirs, administrators, estate designated representatives, successors, affiliates and permitted assigns.
12. **Counterparts.** This Agreement may be executed in counterparts; facsimile signatures are binding and are considered to be original signatures.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and there are no warranties, representations or agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth or referred to in this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date above.

BENEFICIARY:

Name: Fidelity Investments FBO Clemente Ilaria #235074193

DESIGNATED REPRESENTATIVE:

Per:

Name: Trung Pham

Title: CEO

CORPORATION:

RYSE INC.

Per:

Name: Trung Pham

Title: CEO

Schedule C

Adoption Agreement

This ADOPTION AGREEMENT (the "**Adoption Agreement**") is executed on the Date first mentioned above in the Subscription Agreement by and between the Company (as defined below) and the Holder (as defined below) (the "**Effective Date**") by the undersigned ("**Holder**") pursuant to the terms of that certain Shareholders Agreement dated as of dated June 1, 2014 as amended on April 15, 2015, May 15, 2015, August 1, 2017 and further amended and restated as of February 22, 2021 (the "**Agreement**"), by and among RYSE Inc. (the "**Company**") and its shareholders, as such Agreement may be amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, Holder agrees as follows.

Acknowledgement. Holder acknowledges that Holder is acquiring certain shares in the capital of the Company (the "**Shares**"), for one of the following reasons (Check the correct box):

as a transferee of Shares from a party in such party's capacity as a "Shareholder" bound by the Agreement, and after such transfer, Holder shall be considered a "Shareholder" for all purposes of the Agreement.
in accordance with Section 3 of the Agreement, in which case Holder will be a "Shareholder" for all purposes of the Agreement.

Agreement. Holder hereby (a) agrees that the Shares, and any other shares in the capital of the Company required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto.

Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder's signature hereto.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date above.

ACCEPTED AND AGREED:

COMPANY:

RYSE INC.

Name: Trung Pham

Title: Chief Executive Officer

Address for Notice:

20 Camden St.
Suite 200
Toronto ON M5V 1V1
Canada

HOLDER:

Name: Fidelity Investments FBO Clemente Ilaria #235074193

Title: Authorized Signatory

Address:

56 Sunset Trail, Denville, NJ, 07834, United States

CANADIAN ACCREDITED INVESTOR CERTIFICATE

TO: RYSE, Inc. (the "**Corporation**")

The Investor hereby represents, warrants and certifies to the Corporation that the undersigned is an "Accredited Investor" as defined in Section 1.1 of National Instrument 45-106. The Investor has indicated below the criteria which the Investor satisfies in order to qualify as an "Accredited Investor".

The Investor understands that the Corporation and its counsel are relying upon this information in determining to sell securities to the undersigned in a manner exempt from the prospectus and registration requirements of applicable securities laws.

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your legal advisor before completing this certificate.

In connection with the purchase by the undersigned Subscriber of the Purchased Class B Non-Voting Common Shares, the Subscriber hereby represents, warrants, covenants and certifies to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that:

- a. the Subscriber is, and at the Closing Time, will be, an "accredited investor" within the meaning of NI 45-106 or Section 73.3 of the Securities Act (Ontario), as applicable, on the basis that the undersigned fits within one of the categories of an "accredited investor" reproduced below beside which the undersigned has indicated the undersigned belongs to such category;
- b. the Subscriber was not created or is not used, solely to purchase or hold securities as an accredited investor as described in paragraph (m) below; and
- c. upon execution of this Schedule B by the Subscriber, including, if applicable, Appendix 1 to this Schedule B, this Schedule B shall be incorporated into and form a part of the Subscription Agreement.

(PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY OF ACCREDITED INVESTOR)

- (a) a Canadian financial institution, or a Schedule III bank;
- (b) the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada);
- (c) a subsidiary of any Person referred to in paragraphs (a) or (b), if the Person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- (d) a Person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a Person registered solely as a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador);
- (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a Person referred to in paragraph (d);
- (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador);
- (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;
- (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
- (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada;

- (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds CAD\$1,000,000;
- (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds CAD\$5,000,000;
- (k.1) an individual whose net income before taxes exceeded CAD\$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded CAD\$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
- (k.2) Net income before taxes combined with your spouse's was more than CAD \$300,000 in each of the 2 most recent calendar years, and their combined net income before taxes is expected to be more than CAD \$300,000 in the current calendar year
- (l) an individual who, either alone or with a spouse, has net assets of at least CAD\$5,000,000;
- (m) a Person, other than an individual or investment fund, that has net assets of at least CAD\$5,000,000 as shown on its most recently prepared financial statements and that has not been created or used solely to purchase or hold securities as an accredited investor;
- (n) an investment fund that distributes or has distributed its securities only to (i) a Person that is or was an accredited investor at the time of the distribution, (ii) a Person that acquires or acquired securities in the circumstances referred to in sections 2.10 (Minimum amount investment) and 2.19 (Additional investment in investment funds) of NI 45-106, or (iii) a Person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 (Investment fund reinvestment) of NI 45-106;
- (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;
- (p) a trust company or trust corporation registered or authorized to carry on business under the Trust and Loan Companies Act (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;
- (q) a Person acting on behalf of a fully managed account managed by that Person, if that Person (i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and (ii) in Ontario, is purchasing a security that is not a security of an investment fund;
- (r) a registered charity under the Income Tax Act (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
- (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;
- (t) a Person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are Persons that are accredited investors;
- (u) an investment fund that is advised by a Person registered as an adviser or a Person that is exempt from registration as an adviser;
- (v) a Person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as (i) an accredited investor, or (ii) an exempt purchaser in Alberta or Ontario; or
- (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

- (x) in Ontario, such other persons or companies as may be prescribed by the regulations under the Securities Act (Ontario).

The statements made in this Form are true and accurate as of the date hereof.

DATED:

INVESTOR: (Print Full Name of Entity or Individual)

By:

(Signature)

Name:

(If signing on behalf of entity)

Title:

(If signing on behalf of entity)

Definitions for Accredited Investor Certificate

As used in the Accredited Investor Certificate, the following terms have the meanings set out below:

- a. **“Canadian financial institution”** means (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- b. **“entity”** means a company, syndicate, partnership, trust or unincorporated organization;
- c. **“financial assets”** means cash, securities, or any a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- d. **“fully managed account”** means an account of a client for which a Person makes the investment decisions if that Person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;
- e. **“investment fund”** means a mutual fund or a non-redeemable investment fund, and, for greater certainty in Ontario, includes an employee venture capital corporation that does not have a restricted constitution, and is registered under Part 2 of the *Employee Investment Act* (British Columbia), R.S.B.C. 1996 c. 112, and whose business objective is making multiple investments and a venture capital corporation registered under Part 1 of the *Small Business Venture Capital Act* (British Columbia), R.S.B.C. 1996 c. 429 whose business objective is making multiple investments;
- f. **“mutual fund”** means an issuer whose primary purpose is to invest money provided by its security holders and whose securities entitle the holder to receive on demand, or within a specified period after demand, an amount computed by reference to the value of a proportionate interest in the whole or in part of the net assets, including a separate fund or trust account, of the issuer;
- g. **“non-redeemable investment fund”** means an issuer,
 - A. whose primary purpose is to invest money provided by its securityholders,
 - B. that does not invest,
 - i. for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
 - ii. for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
 - C. that is not a mutual fund;
- h. **“related liabilities”** means liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets and liabilities that are secured by financial assets;
 - i. **“Schedule III bank”** means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
 - j. **“spouse”** means an individual who (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- k. **“subsidiary”** means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

In NI 45-106 a Person or company is an affiliate of another Person or company if one of them is a subsidiary of the other, or if each of them is controlled by the same Person.

In NI 45-106 a Person (first Person) is considered to control another Person (second Person) if (a) the first Person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second Person carrying votes which, if exercised, would entitle the first Person to elect a majority of the directors of the second Person, unless that first Person holds the voting securities only to secure an obligation, (b) the second Person is a partnership, other than a limited partnership, and the first Person holds more than 50% of the interests of the partnership, or (c) the second Person is a limited partnership and the general partner of the limited partnership is the first Person.

RISK ACKNOWLEDGEMENT FORM (FORM 45-106F9)

Form for Individual Accredited Investors

WARNING! This investment is risky. Do not invest unless you can afford to lose all the money you pay for this investment.

Section 1 – TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
1. About your investment	
Type of Securities: Class B Non-Voting Common Shares	Issuer: RYSE, Inc. (the "Issuer")
Purchased from: The Issuer	
Sections 2 to 4 – TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your Initials
Risk of loss – You could lose your entire investment of \$	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your Initials
<ul style="list-style-type: none">Your net income before taxes was more than CAD\$200,000 in each of the 2 most recent calendar years, and you expect it to be more than CAD\$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
<ul style="list-style-type: none">Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than CAD\$300,000 in the current calendar year.	
<ul style="list-style-type: none">Either alone or with your spouse, you own more than CAD\$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
<ul style="list-style-type: none">Either alone or with your spouse, you have net assets worth more than CAD\$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	
4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and Last Name (please print):	
Signature:	
Date:	
Section 5 – TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
First and Last Name of Salesperson (please print):	
Telephone:	Email:
Name of Firm (if registered):	

Section 6 – TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

6. For more information about this investment

For more information about this investment / the Issuer:

Company Name: **RYSE, Inc.**

Address: , , ,

Contact:

Email:

Telephone:

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

U.S. ACCREDITED INVESTOR CERTIFICATE

The Investor hereby represents and warrants that that the Investor is an Accredited Investor, as defined by Rule 501 of Regulation D under the Securities Act of 1933, and Investor meets at least one (1) of the following criteria (initial all that apply) or that Investor is an unaccredited investor and meets none of the following criteria (initial as applicable):

- A bank, as defined in Section 3(a)(2) of the U.S. Securities Act;
a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity;
a broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934; An insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; An investment company registered under the United States Investment Company Act of 1940; or A business development company as defined in Section 2(a)(48) of that Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States Small Business Investment Act of 1958; A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US\$5,000,000; or an employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended, in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of U.S. \$5,000,000 or, if a self directed plan, with investment decisions made solely by persons that are Accredited Investors;
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- The Investor is either (i) a corporation, (ii) an organization described in Section 501(c)(3) of the Internal Revenue Code, (iii) a trust, or (iv) a partnership, in each case not formed for the specific purpose of acquiring the securities offered, and in each case with total assets in excess of US\$5,000,000;
- a director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
- The Investor is a natural person (individual) whose own net worth, taken together with the net worth of the Investor's spouse or spousal equivalent, exceeds US\$1,000,000, excluding equity in the Investor's principal residence unless the net effect of his or her mortgage results in negative equity, the Investor should include any negative effects in calculating his or her net worth;

OR

The Investor is a natural person (individual) who had an individual income in excess of US\$200,000 (or joint income with the Investor spouse or spousal equivalent in excess of US\$300,000) in each of the two previous years and who reasonably expects a gross income of the same this year;

- A trust, with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the U.S. Securities Act;
- The Investor is an entity as to which all the equity owners are Accredited Investors. If this paragraph is initialed, the Investor represents and warrants that the Investor has verified all such equity owners' status as an Accredited Investor.
- a natural person who holds one of the following licenses in good standing: General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65);
- An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; or
- An investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the Investment Advisers Act of 1940; or
- A rural business investment company as defined in Section 384A of the Consolidated Farm and Rural Development Act;
- An entity, of a type not listed herein, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;

- A "family office," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1):
 - (i) With assets under management in excess of \$5,000,000,
 - (ii) That is not formed for the specific purpose of acquiring the securities offered, and
 - (iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
- A "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1)), of a family office meeting the requirements in category 23 above and whose prospective investment in the issuer is directed by such family office as referenced above;
- A natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in Section 3 of such Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such Act; or
- The Investor is not an Accredited Investor and does not meet any of the above criteria.

DATED:

INVESTOR:

Fidelity Investments FBO Clemente Ilaria #235074193

(Print Full Name of Entity or Individual)

By:

(Signature)

Name:

(If signing on behalf of entity)

Title:

(If signing on behalf of entity)

INTERNATIONAL INVESTOR CERTIFICATE

FOR SUBSCRIBERS RESIDENT OUTSIDE OF CANADA AND THE UNITED STATES

TO: RYSE, Inc. (the “**Corporation**”)

The undersigned (the “**Subscriber**”) represents covenants and certifies to the Corporation that:

- i. the Subscriber (and if the Subscriber is acting as agent for a disclosed principal, such disclosed principal) is not resident in Canada or the United States or subject to applicable securities laws of Canada or the United States;
- ii. the issuance of the securities in the capital of the Corporation under this agreement (the “**Securities**”) by the Corporation to the Subscriber (or its disclosed principal, if any) may be effected by the Corporation without the necessity of the filing of any document with or obtaining any approval from or effecting any registration with any governmental entity or similar regulatory authority having jurisdiction over the Subscriber (or its disclosed principal, if any);
- iii. the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws of the jurisdiction which would apply to this subscription, if there are any;
- iv. the issuance of the Securities to the Subscriber (and if the Subscriber is acting as agent for a disclosed principal, such disclosed principal) complies with the requirements of all applicable laws in the jurisdiction of its residence;
- v. the applicable securities laws do not require the Corporation to register the Securities, file a prospectus or similar document, or make any filings or disclosures or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the international jurisdiction;
- vi. the purchase of the Securities by the Subscriber, and (if applicable) each disclosed beneficial subscriber, does not require the Corporation to become subject to regulation in the Subscriber’s or disclosed beneficial subscriber’s jurisdiction, nor does it require the Corporation to attorn to the jurisdiction of any governmental authority or regulator in such jurisdiction or require any translation of documents by the Corporation;
- vii. the Subscriber will not sell, transfer or dispose of the Securities except in accordance with all applicable laws, including applicable securities laws of Canada and the United States, and the Subscriber acknowledges that the Corporation shall have no obligation to register any such purported sale, transfer or disposition which violates applicable Canadian or United States securities laws; and
- viii. the Subscriber will provide such evidence of compliance with all such matters as the Corporation or its counsel may request.

The Subscriber acknowledges that the Corporation is relying on this certificate to determine the Subscriber’s suitability as a purchaser of securities of the Corporation. The Subscriber agrees that the representations, covenants and certifications contained to this certificate shall survive any issuance of Securities and warrants of the Corporation to the Subscriber.

The statements made in this Form are true and accurate as of the date hereof.

DATED:

INVESTOR:

(Print Full Name of Entity or Individual)

By:

(Signature)

Name:

(If signing on behalf of entity)

Title:

(If signing on behalf of entity)

AML Certificate

By executing this document, the client certifies the following:

If an Entity:

1. I am the _____ of the Entity, and as such have knowledge of the matters certified to herein;
2. the Entity has not taken any steps to terminate its existence, to amalgamate, to continue into any other jurisdiction or to change its existence in any way and no proceedings have been commenced or threatened, or actions taken, or resolutions passed that could result in the Entity ceasing to exist;
3. the Entity is not insolvent and no acts or proceedings have been taken by or against the Entity or are pending in connection with the Entity, and the Entity is not in the course of, and has not received any notice or other communications, in each case, in respect of, any amalgamation, dissolution, liquidation, insolvency, bankruptcy or reorganization involving the Entity, or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer with respect to all or any of its assets or revenues or of any proceedings to cancel its certificate of incorporation or similar constating document or to otherwise terminate its existence or of any situation which, unless remedied, would result in such cancellation or termination;
4. the Entity has not failed to file such returns, pay such taxes, or take such steps as may constitute grounds for the cancellation or forfeiture of its certificate of incorporation or similar constating document;
5. **if required, the documents uploaded to the DealMaker portal** are true certified copies of the deed of trust, articles of incorporation or organization, bylaws and other constating documents of the Entity including copies of corporate resolutions or by-laws relating to the power to bind the Entity;
6. The Client is the following type of Entity:
7. The names and personal addresses as applicable for the entity in **Appendix 1** are accurate.

All subscribers:

DealMaker Account Number: 7274935605

If I elect to submit my investment funds by an electronic payment option offered by DealMaker, I hereby agree to be bound by DealMaker's Electronic Payment Terms and Conditions (the "Electronic Payment Terms"). I acknowledge that the Electronic Payment Terms are subject to change from time to time without notice.

Notwithstanding anything to the contrary, an electronic payment made hereunder will constitute unconditional acceptance of the Electronic Payment Terms, and by use of the credit card or ACH/EFT payment option hereunder, I: (1) authorize the automatic processing of a charge to my credit card account or debit my bank account for any and all balances due and payable under this agreement; (2) acknowledge that there may be fees payable for processing my payment; (3) acknowledge and agree that I will not initiate a chargeback or reversal of funds on account of any issues that arise pursuant to this investment and I may be liable for any and all damages that could ensue as a result of any such chargebacks or reversals initiated by myself.

By submitting this payment, I hereby authorize DealMaker to charge my designated payment method for the investment amount indicated. I understand this investment is subject to the terms of the offering and its associated rules and investor protections. I understand it is not a purchase of goods or services. I acknowledge that this transaction is final, non-refundable unless otherwise stated or required, and represents an investment subject to risk, including loss. I confirm that I have reviewed all offering documents and agree not to dispute this charge with my bank or card issuer, so long as the transaction corresponds to the agreed terms and disclosures.

DATED:

INVESTOR:

Fidelity Investments FBO Clemente Ilaria #235074193

(Print Full Name of Investor)

By:

(Signature)

Name of Signing Officer (if Entity):

Title of Signing Officer (if Entity):

Appendix 1 - Subscriber Information

For the Subscriber and Joint Holder (if applicable)

Name	Address	Date of Birth (if an Individual)	Taxpayer Identification Number
Fidelity Investments FBO Clemente Ilaria #235074193	56 Sunset Trail, Denville, NJ, 07834, United States	1953-01-16	136-50-8050

For a Corporation or entity other than a Trust (Insert names and addresses below or attach a list)

1. One Current control person of the Organization:

Name	Address	Date of Birth	Taxpayer Identification Number

2. Unless the entity is an Estate or Sole Proprietorship, list the Beneficial owners of, or those exercising direct or indirect control or direction over, more than 25% of the voting rights attached to the outstanding voting securities or the Organization:

Name	Address	Date of Birth	Taxpayer Identification Number

For a Trust (Insert names and addresses or attach a list)

1. Current trustees of the Organization:

Name	Address	Date of Birth	Taxpayer Identification Number

Self-Certification of Trustee

Instructions: This form is intended to be used by a trustee, representing a trust who is an investor in RYSE, Inc.'s offering.

I certify that:

1. I, , am the trustee of the ("Trust") (the "**Trustee**")
2. On or about , on behalf of the Trust, the Trustee executed a subscription agreement to purchase securities in RYSE, Inc.'s offering;
3. As the Trustee, I have the authority to execute all Trust powers. Among other things, the Trust allocates to the Trustee the power to invest Trust funds for the benefit of the Trust by purchasing securities in private or public companies, regardless of the suitability of the investment for the Trust ("**Trust Investment**").
4. With respect to Trust Investments, the Trustee is the only person required to execute subscription agreements to purchase securities.

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

Trustee Name: on behalf of

Signature of Client:

Date of Signature: