

CONFIDENTIAL SUBSCRIPTION AGREEMENT

for **Class B Common Stock (non voting)**
of **INSIGHT INNOVATIONS LLC**

Total Number of Securities Offered: *1,000,000 shares* of Class B Common Stock (non voting)

Offering Price: \$1 per share

Total Proceeds: *US \$1,000,000*

THE SECURITIES SUBSCRIBED FOR PURSUANT TO THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND THE TRANSFER OF THE SECURITIES IS RESTRICTED BY SUCH LAWS AND THE TERMS OF THIS AGREEMENT.

NEITHER THE U.S. SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL OR STATE AGENCY OR AUTHORITY HAS PASSED ON, RECOMMENDED OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE COMPANY IS NOT MAKING AN OFFER TO SELL OR ASKING FOR OFFERS TO BUY ANY OF THE SECURITIES (I) IN ANY JURISDICTION WHERE IT IS UNLAWFUL, (II) WHERE THE PERSON MAKING THE OFFER IS NOT QUALIFIED TO DO SO OR (III) TO ANY PERSON WHO CANNOT LEGALLY BE OFFERED THE SECURITIES.

PRIOR TO COMPLETING THIS SUBSCRIPTION AGREEMENT THE UNDERSIGNED SUBSCRIBER ACKNOWLEDGES IT HAS HAD THE OPPORTUNITY TO ASK QUESTIONS AND OBTAIN ADDITIONAL INFORMATION FROM THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING, THE COMPANY AND ANY OTHER RELEVANT MATTERS.

THE PURCHASE OF THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

SUBSCRIPTION FOR SHARES OF CLASS B COMMON STOCK (NON VOTING)

Subscriber's Name: _____

Signature: _____

Number of shares of Class B Common Stock subscribed for: _____ shares
(in WORDS: _____ shares)

Subscription Amount (USD): USD\$_____ (at \$1 per Share)

SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "Agreement") is made by and between Insight Innovations LLC, a Nevada corporation (the "Company"), and the undersigned (the "Subscriber").

BACKGROUND

The Company is hereby offering to the Subscriber, and the Subscriber hereby purchases, such number of shares of the Company's Class B Common Stock (non-voting) ("Class B Common Stock") set forth above (the "Shares") for an aggregate purchase price as set forth above (the total amount for herein by the Subscriber is referred to herein as the "Purchase Price"). The Company is offering (the "Offering") up to 1'000'000 shares of the Company's Class B Common Stock (the "Securities") at a price of \$1.00 per share.

The Subscriber intending to be legally bound hereby and in consideration of the premises and mutual covenants contained herein, agrees as follows:

1. **Irrevocable Subscription.** Upon such terms and conditions as set forth herein, the Term Sheet and the Risk Factors, the Subscriber hereby irrevocably subscribes for and agrees to Purchase the Company, and upon due execution by the Company below, the Company hereby agrees to sell the Subscriber, the Shares, for the Purchase Price which is payable as set forth in Section 3 herein.
2. **Offering and Closing.** This Offering will expire on **March 8, 2020 at 5.00PM GMT** unless extended or terminated earlier at the sole discretion of the Company. The Company, in its sole discretion, shall be entitled to extend this Offering by an additional thirty (30) days. The Company may avail itself of multiple closings through March 8, 2020, unless further extended as provided herein. The closing of this Offering is not contingent on raising a specific amount of money, and therefore any funds received from a

Subscriber will be immediately available to the Company as received. All cash funds received by the Company in payment of subscriptions for the Shares will be deposited in a Company controlled bank account and will become immediately available for use by the Company. All amounts not accepted will be returned to the Subscriber.

3. **Payment.** Payment for the Shares shall be received by the Company from the Subscriber by wire transfer of immediately available funds or other means approved by the Company at or prior to the closing of the Offering, in the amount of the Purchase Price. The Purchase Price to be paid for the Shares is payable in full upon execution of this Agreement by the Subscriber who subscribes for the Shares, and shall be paid by electronic wire to the bank account of the Company. Payment is due in Full upon signing.
4. **Due Authorization.** The Company hereby represents and warrants to the Subscriber that the issuance and sale of the Shares in accordance with the terms hereof have been duly authorized by all necessary action of the Company.
5. **Representations and Warranties.** The Subscriber hereby represents, warrants, acknowledges and agrees, as of the date hereof, as follows:
 - A. **(i)** The Subscriber is purchasing the Shares for investment purposes only, for the account of the Subscriber and not with any view toward a distribution thereof; **(ii)** the Subscriber has no contract, undertaking, agreement or arrangement with any person to sell, transfer or pledge to such person or anyone else the Shares, and the Subscriber has no present plans to enter into any such contract, undertaking, agreement or arrangement; **(iii)** Subscriber understands that a restrictive legend preventing the transfer of any Shares herein, will be placed on any securities issued to Subscriber; and **(iv)** the Subscriber understands, acknowledges and consents that the Subscriber shall have to bear the economic risk of the investment contemplated herein for an indefinite period of time.
 - B. The Subscriber is aware that the Company is a recently formed company and that investment in the Company involves a high degree of risk, dilution, lack of liquidity and substantial restrictions on transferability of the Shares or any other interest in the Company. See "Risk Factors".
 - C. The Subscriber has sufficient financial resources available to support the loss of all or a portion of the Subscriber's investment in the Company and the Subscriber has no need for liquidity in the investment in the Company and is able to bear the economic risk of the entire investment in the Company.
 - D. The Subscriber, directly or through the Subscriber's advisors, is sophisticated and experienced in investment matter, and, as a result, the Subscriber is in a position to evaluate an investment in the Company and the capacity to protect the Subscriber's own interests in connection with this transaction.
 - E. The Subscriber has received a copy of the Agreement and has been afforded the opportunity to ask questions of the officers, affiliates of the Company concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the information provided to the Subscriber. The

Subscriber understands that such material is current information about the Company subject to completion and does not in any way guarantee future performance or the completion of future proposed events discussed in such material. No other oral or written representations have been made to the Subscriber that in any way conflict with the information herein or as specifically provided in writing by the Company. No representations, warranties or predictions of any kind were made to Subscriber other than as defined in writing by the Company. The Subscriber confirms that it is not relying on any communication (written or oral) of the Company or any of its affiliates, as investment advice or as a recommendation to purchase the Shares. It is understood that information and explanations related to the terms and conditions of the Shares provided in herein or otherwise by the Company or any of its affiliates shall not be considered investment advice or a recommendation to purchase the Shares, and that neither the Company nor any of its affiliates is acting or has acted as an advisor to the Subscriber in deciding to invest in the Shares.

- F. F. The Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in. No suitability or other assumptions are being made by Company with respect to the Subscriber or the Subscriber's purchase of the Shares.
- G. The Subscriber's principal residence is at the address shown on the signature page of this Agreement, at which address the Subscriber has subscribed for the Shares, and the Subscriber's name and address as set forth on the signature page of this Agreement are true, correct and complete. This information will be relied upon by the Company and its management in determining record holders for governance, notice and tax information.
- H. The Subscriber understands that the Subscriber is not entitled to cancel, terminate or revoke this subscription.
- I. No broker has acted for the Subscriber in connection with the purchase of the Shares and no broker is entitled to any broker's fees or other commissions in connection therewith based on agreements between the Subscriber and any broker.
- J. The Subscriber has the consent and other power and authority under applicable law to execute and deliver this Agreement and consummate the transactions contemplated hereby, and has all necessary authority to execute, deliver and perform its obligations under, this Agreement, and to perform all the obligations required to be performed by the Subscriber, and such purchase will not contravene any law, rule or regulation binding on the Subscriber or any investment guideline or restriction applicable to the Subscriber.
- K. This Agreement has been duly executed and delivered by the Subscriber and constitutes a legal, valid and binding obligation of the Subscriber and constitutes a legal, valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency reorganization, moratorium or similar laws affecting

the enforcement of creditor's rights generally and general equitable principles regardless of whether enforceability is considered in a proceeding at law or in equity.

- L. The execution and delivery by the Subscriber of this Agreement, the consummation of the transactions contemplated hereby, and the compliance by the Subscriber with the terms and provisions hereof, will not result in a default under (or give any other party the right, with the giving of notice or the passage of time (or both) to declare a default or accelerate any obligation under) or violate any charter or similar documents of the Subscriber, if other than a natural person, or any contract to which the Subscriber is a party or by which it or any of its properties or assets are bound, or violate any law applicable to the Subscriber.
 - M. The Subscriber will comply with all applicable laws and regulations in effect in any jurisdiction in which the Subscriber purchases or sells Shares and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the Subscriber is subject or in which the Subscriber makes such purchases or sales, and the Company shall have no responsibility therefor.
 - N. The Subscriber confirms that the Company has not **(A)** given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Shares or **(B)** made any representation to the Subscriber regarding the legality of an investment in the Shares under applicable legal investment or similar laws or regulations. In deciding to purchase the Shares, the Subscriber is not relying on the advice or recommendations of the Company and the Subscriber has made its own independent decision that the investment in the Shares is suitable and appropriate for the Subscriber.
6. **Acknowledgements and Covenants.** The Subscriber acknowledges and covenants that, as of the date hereof:
- A. No federal or state agency has passed on, has recommended or has endorsed the merits of the Shares or this Offering.
 - B. None of the Shares have been or will be registered under the Securities Act of 1933, as amended (the "Securities Act") or any applicable state securities laws by reason of exemptions from the registration requirements of the Securities Act and such laws, and the Shares may not be sold, transferred, assigned, pledged or hypothecated or otherwise disposed of, in whole or in part, in the absence of an effective registration statement applicable thereto under the Securities Act and all applicable state securities laws, or unless an exemption from such registration is available. The Subscriber understands that the Securities have not been registered under the Securities Act and that the issuance of the Securities is exempt from registration under Regulation D, Section 4(2) and Regulation S of Securities Act and that reliance on such exemption is based, in part, upon the information being supplied hereunder by the Subscriber.

- C. The Subscriber agrees and understands that the Subscriber will not sell, transfer, assign or otherwise dispose of the Shares or any interest therein unless and until the Subscriber **(i)** complies with all applicable requirements of federal and state securities laws and **(ii)** in the absence of an effective registration statement, provides the Company with an opinion of counsel which is satisfactory to the Company (both as to the issuer of the opinion and the form and substance thereof) that the Shares may be sold, transferred, assigned, pledged, hypothecated or otherwise disposed of without registration under the Securities Act, and without violation of any applicable state securities laws (including any investor suitability standards).
7. **Indemnification.** Subscriber acknowledges that the Subscriber understands the meaning of the representations, warranties, acknowledgments, covenants and agreements made by the Subscriber in this Subscription Agreement and hereby agrees to indemnify and hold harmless the Company, its members, managers, affiliates and employees and all persons deemed to be in control of any of the foregoing from and against any and all losses, costs, expenses, damages, liabilities and interest (including, without limitation, court costs and attorneys' fees) arising out of or due to a breach by the Subscriber of any such representations, warranties, acknowledgments, covenants and agreements. All such representations, warranties, acknowledgments, covenants and agreements shall survive the delivery of this Subscription Agreement and the purchase by the Subscriber of the Shares.
8. **Acceptance of Subscription.** The Subscriber understands and agrees that this Agreement is binding in nature upon Subscriber and Subscriber will be obligated to provide the Purchase Price set forth herein if this Agreement is accepted. The Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for the Shares, in whole or in part, notwithstanding prior receipt by the Subscriber of notice of acceptance of this subscription. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Subscriber an executed copy of this Agreement. If this subscription is rejected in whole, all funds received from the Subscriber will be returned without interest, penalty, expense or deduction, and this Agreement shall thereafter be of no further force or effect. If this subscription is rejected in part, the funds for the rejected portion of this subscription will be returned without interest, penalty, expense or deduction, and this Agreement will continue in full force and effect to the extent this subscription was accepted.
9. **Participation Rights.** The Subscriber shall have participation rights to subscribe to an additional issue of stock of the Company or to any security convertible into such stock during any subsequent round of financing, undergone by the Company. The Subscriber understands that any additional subscription of stock shall be treated *para passu* with any potential new investor and be subject to and bound by equal terms of the respective subsequent rounds of financing.
10. **Entire Agreement.** This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof, and supersedes any prior under-

standing and/or written or oral agreements among them with regard to the subject matter hereof.

11. **Governing Law: Jurisdiction.** This Agreement shall be governed by the laws of the State of Nevada without regard to the principles of conflicts of laws thereof. The parties hereto hereby expressly submit to the exclusive venue and personal jurisdiction of the courts of State of Nevada, for the resolution of disputes arising hereunder, and each party hereby waives any defense of improper venue or inconvenient forum as to any action brought in Carson City, Nevada.
12. **Waiver of Jury Trial.** THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.
13. **Waiver Amendment.** Neither this Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.
14. **Assignability.** Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the Subscriber without the prior written consent of the other party.
15. **Binding Effect.** The provisions of this Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
16. **Survival.** All representations, warranties and covenants survive (i) the acceptance of the subscription by the Company and the closing of the Offering, (ii) changes in the transactions, documents and instruments described herein which are not material or which are to the benefit of the Subscriber and (iii) the death or disability of the Subscriber.
17. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
18. **Further Assurances.** At the request of the Company and without further conditions or consideration, Subscriber shall from time to time promptly provide such information and execute and deliver such other documents or instruments as may be necessary in the discretion of the Company for the Company to comply with any and all laws, rules and regulations to which the Company is subject.
19. **Counterparts.** For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile of an original signature hereunder shall be valid as an original signature.

IN WITNESS WHEREOF, the parties executed this Subscription Agreement as of March 2020.

on behalf of Subscriber:

Name or Entity Name

represented by authorized person name:
title:

Address:

Email: Direct phone #:

Authorized Signature: Date:

on behalf of Insight Innovations LLC

accepted by: Andriy Sorokin
Title: CEO AND FOUNDER (MANAGING MEMBER)

Signature: Date: