

# SUBSCRIPTION AGREEMENT INSTRUCTIONS

Enclosed herewith are the documents necessary to subscribe for shares of the Series B Preferred Stock (the “**Securities**”) of Neuro-Kinesis Corporation, a corporation organized under the laws of the State of Delaware (the “**Company**” or “**NKC**”). The Securities are being offered to qualified investors pursuant to the Offering Memorandum, dated June 28, 2024 (the “**Offering Memorandum**”).

*Set forth herein are instructions for the execution of the enclosed documents.*

## A. Instructions.

- Each person considering subscribing for Securities should review the following instructions:
- **Subscription Agreement:** One copy of the Subscription Agreement must be completed, executed and delivered to the Company at the address set forth below. If your subscription is accepted, the Company will execute the Subscription Agreement and return a copy to you for your records.
- **Payment Amount:** Payment for the Securities subscribed for shall be made by delivery by Closing (as defined in Section of the Subscription Agreement) of cash to the Company at the address set forth below or by wire transfer to an account specified by the Company.
- **Acceptance or Rejection of Subscription:** The Company shall have the right to accept or reject any subscription, in whole or in part. An acknowledgment of the Company’s acceptance of your subscription for the Securities subscribed for will be returned to you promptly after acceptance.

## B. Communications.

- All documents and checks should be forwarded to:

Neuro-Kinesis Corporation  
Att: The Secretary of the Company  
10524 S. La Cienega Blvd.  
Inglewood, California 90304 Attn: The Secretary of the Company  
Email: investment.roundB@neuro-kinesis.com

## SUBSCRIPTION AGREEMENT AND QUESTIONNAIRE

THE SECURITIES OFFERED IN THE OFFERING MEMORANDUM AND DESCRIBED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. THERE ARE FURTHER RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN.

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.

Neuro-Kinesis Corporation  
10524 S. La Cienega Blvd.  
Inglewood, California 90304

Ladies and Gentlemen:

The undersigned understands that Neuro-Kinesis Corporation, a corporation organized under the laws of Delaware (the “**Company**” or “**NKC**”), is offering (the “**Offering**”) to accredited investors (“**Investors**”) up to an aggregate of 3,409,091 shares of the Company’s Series B Preferred Stock, par value \$0.0001 per share (the “**Securities**”), at a per share purchase price of \$0.88 per share, for an aggregate offering amount of \$3,000,000, in a private placement. This offering is made pursuant to the Offering Memorandum, dated June 28, 2024 (the “**Offering Memorandum**”), all as more particularly described and set forth in the Offering Memorandum. The undersigned further understands that the offering is being made without registration of the Securities under the Securities Act of 1933, as amended (the “**Securities Act**”), or any securities law of any state of the United States or of any other jurisdiction, and is being made only to “accredited investors” (as defined in Rule 501 of Regulation D under the Securities Act).

1. **Subscription:** Subject to the terms and conditions hereof and the provisions of the Offering Memorandum, the undersigned hereby irrevocably subscribes for the Securities set forth in Appendix A hereto for the aggregate purchase price set forth in Appendix A, which is payable as described in Section 4 hereof. The undersigned acknowledges that the Securities will be subject to restrictions on transfer as set forth in this Subscription Agreement (the “**Subscription Agreement**”).
2. **Acceptance of Subscription and Issuance of Securities:** It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the undersigned at the Closing referred to in Section hereof. Subscriptions need not be accepted in the order received, and the Securities may be

allocated among subscribers. Notwithstanding anything in this Subscription Agreement to the contrary, the Company shall have no obligation to issue any of the Securities to any person who is a resident of a jurisdiction in which the issuance of Securities to such person would constitute a violation of the securities, “blue sky” or other similar laws of such jurisdiction (collectively referred to as the “State Securities Laws”).

3. ***The Closing:*** The Company will accept subscriptions as they are received and issue Securities on a rolling basis (each a “Closing”). The Offering is expected to conclude on May 1, 2021 (change this date), or such later date as the Company in its sole discretion shall determine, as described in the Offering Memorandum.
4. ***Payment for Securities:*** Payment for the Securities shall be received by the Company from the undersigned by check payable to “Neuro-Kinesis Corporation” or by wire transfer of immediately available funds or other means approved by the Company at or prior to the Closing, in the amount as set forth in Appendix A hereto. The Company shall deliver certificates representing the Securities to the undersigned at the Closing bearing an appropriate legend referring to the fact that the Securities were sold in reliance upon an exemption from registration under the Securities Act.
5. ***Representations and Warranties of the Company:*** As of the Closing, the Company represents and warrants that:
  - a. The Company is duly formed and validly existing under the laws of the state of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other material authorizations, approvals, permits, and orders required by law for the conduct by the Company of its business as it is currently being conducted.
  - b. The Securities have been duly authorized and, when issued, delivered, and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid and non-assessable, and will conform in all material respects to the description thereof set forth in the Offering Memorandum.
6. ***Representations and Warranties of the Undersigned:*** The undersigned hereby represents and warrants to and covenants with the Company that:
  - a. General.
    - i. The undersigned has all requisite authority (and in the case of an individual, the capacity) to purchase the Securities, enter into this Subscription Agreement and to perform all the obligations required to be performed by the undersigned hereunder, and such purchase will not contravene any law, rule or regulation binding on the undersigned or any investment guideline or restriction applicable to the undersigned.

- i. The undersigned is a resident of the state set forth on the signature page hereto and is not acquiring the Securities as a nominee or agent or otherwise for any other person.
  - ii. The undersigned will comply with all applicable laws and regulations in effect in any jurisdiction in which the undersigned purchases or sells Securities and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the undersigned is subject or in which the undersigned makes such purchases or sales, and the Company shall have no responsibility therefor.
- b. Information Concerning the Company.
- i. The undersigned has received a copy of the Offering Memorandum. The undersigned has not been furnished any offering literature other than the Offering Memorandum and has relied only on the information contained therein.
  - ii. The undersigned understands and accepts that the purchase of the Securities involves various risks, including the risks outlined in the Offering Memorandum and in this Subscription Agreement. The undersigned represents that it is able to bear any loss associated with an investment in the Securities.
  - iii. The undersigned confirms that it is not relying on any communication (written or oral) of the Company or any of its affiliates, as investment or tax advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided in the Offering Memorandum or otherwise by the Company or any of its affiliates shall not be considered investment or tax advice or a recommendation to purchase the Securities, and that neither the Company nor any of its affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Securities. The undersigned acknowledges that neither the Company nor any of its affiliates has made any representation regarding the proper characterization of the Securities for purposes of determining the undersigned's authority to invest in the Securities.
  - iv. The undersigned is familiar with the business and financial condition and operations of the Company, all as generally described in the Offering Memorandum. The undersigned has had access to such information concerning the Company and the Securities as it deems necessary to enable

it to make an informed investment decision concerning the purchase of the Securities.

- v. The undersigned understands that, unless the undersigned notifies the Company in writing to the contrary at or before the Closing, each of the undersigned's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the undersigned.
  - i. The undersigned understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.
- c. Non-reliance.
- i. The undersigned confirms that it has had an opportunity to read and understand the provisions of this Subscription Agreement and the Offering Memorandum, to consult with the undersigned's adviser(s) or counsel regarding the operation and consequences of those provisions and has considered the effect of those provisions on the undersigned.
  - ii. The undersigned represents that it is not relying on (and will not at any time rely on) any communication (written or oral) of the Company, as investment advice or as a recommendation to purchase the Securities, it being understood that information and explanations related to the terms and conditions of the Securities and the other transaction documents that are described in the Offering Memorandum shall not be considered investment advice or a recommendation to purchase the Securities.
  - iii. The undersigned 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 Securities or (B) made any representation to the undersigned regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the undersigned is not relying on the advice or recommendations of the Company and the undersigned has made its own independent decision that the investment in the Securities is suitable and appropriate for the undersigned.
  - iv. The undersigned represents that nothing in this Subscription Agreement or any other materials presented by or on behalf of the Company to the undersigned in connection with the purchase of the Securities, including

the Offering Memorandum, constitutes legal, tax or investment advice. The undersigned has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Securities.

d. Status of Undersigned.

i. The undersigned has such knowledge, skill and experience in business, financial and investment matters that the undersigned is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the undersigned's own professional advisors, to the extent that the undersigned has deemed appropriate, the undersigned has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. The undersigned has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the undersigned is able to bear the risks associated with an investment in the Securities and its authority to invest in the Securities.

(i) The undersigned is an "accredited investor" as defined in Rule 501(a) under the Securities Act.

(ii) The undersigned represents that as of the date of this Subscription Agreement, the undersigned is:

(a) a bank or savings and loan association or other institution; a broker or dealer; an insurance company; and investment company registered under the Investment Company Act of 1940 or a business development company; a Small Business Investment Company licensed by the United States Small Business Administration; a plan established and maintained by a state, its political subdivision or any agency or instrumentality of a state or its political subdivision for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Securities Act of 1974, as amended, if the investment decision is made by a plan fiduciary that is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors;

- (b) a private business development company;
- (c) an organization described in Section 501(c)(3) of the Internal Revenue Service Code, a corporation, or a Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (d) 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;
- (e) a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his or her purchase exceeds \$1,000,000, excluding the value of that person's primary residence;
- (f) a natural person who had an individual income in excess of \$200,000 in each of the two most recent years, or joint income with that person's spouse in excess of \$300,000 in each of those years, and who has a reasonable expectation of reaching the same income level in the current year;
- (g) Any trust, with total assets in excess of \$5,000,000 not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person;
- (h) an entity in which all of the equity owners are accredited investors; and
- (i) a natural person who holds, in good standing, one of the following professional licenses: the General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65); or
- (j) a natural person who is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940, of the Company.

e. Restrictions on Transfer or Sale of Securities. As applies to the Purchaser:

- i. The undersigned is acquiring the Securities solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The undersigned understands that the Securities have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the undersigned in this Subscription Agreement. The undersigned understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.
- ii. The undersigned understands that the Securities are "restricted securities" under applicable federal securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission (the "Commission") provide in substance that the undersigned may dispose of the Securities only pursuant to an effective registration statement under the Securities Act or an exemption therefrom, and the undersigned understands that the Company has no obligation or intention to register any of the Securities, or to take action so as to permit sales pursuant to the Securities Act (including Rule 144 thereunder). Accordingly, the undersigned understands that under the Commission's rules, the undersigned may dispose of the Securities principally only in "private placements" which are exempt from registration under the Securities Act, in which event the transferee will acquire "restricted securities" subject to the same limitations as in the hands of the undersigned. Consequently, the undersigned understands that the undersigned must bear the economic risks of the investment in the Securities for an indefinite period of time.
- iii. The undersigned agrees: (A) that the undersigned will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Securities under the Securities Act and all applicable State Securities Laws, or in a transaction which is exempt from the registration provisions of the Securities Act and all applicable State Securities Laws; (B) that the certificates representing the Securities will bear a legend making reference to the foregoing restrictions; and (C) that the Company and its affiliates shall not be required to give effect to any purported transfer of such Securities except upon compliance with the foregoing restrictions.



- iv. The undersigned acknowledges that neither the Company nor any other person offered to sell the Securities to it by means of any form of general solicitation or advertising, including but not limited to: (A) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio or (B) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.

**7. *Conditions to Obligations of the Undersigned and the Company:*** The obligations of the undersigned to purchase and pay for the Securities specified in Appendix A of this Subscription Agreement hereto and of the Company to sell the Securities are subject to the satisfaction at or prior to the Closing of the following conditions precedent: the representations and warranties of the Company contained in Section 5 hereof and of the undersigned contained in Section 6 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing.

**8. *Obligations Irrevocable:*** The obligations of the undersigned shall be irrevocable.

**9. *Legend:*** The certificates representing the Securities sold pursuant to this Subscription Agreement will be imprinted with a legend in substantially the following form:

“THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE

SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS.”

**10. *Waiver, Amendment:*** Neither this Subscription 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.

- 11. Assignability:** Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the undersigned without the prior written consent of the other party.
- 12. Waiver of Jury Trial:** THE UNDERSIGNED IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.
- 13. Submission to Jurisdiction:** With respect to any suit, action or proceeding relating to any offers, purchases or sales of the Securities by the undersigned (“Proceedings”), the undersigned irrevocably submits to the jurisdiction of the federal or state courts located in Los Angeles County, California, which submission shall be exclusive unless none of such courts has lawful jurisdiction over such proceedings.
- 14. Governing Law:** This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.
- 15. Section and Other Headings:** The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.
- 16. Counterparts:** This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.
- 17. Notices:** All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses (or such other address as either party shall have specified by notice in writing to the other) or, in the case of the Purchaser, the address set forth on the signature page hereto:
- If to the Company:  
Neuro-Kinesis Corporation  
Attention: The Secretary of the Company  
10524 S. La Cienega Blvd.  
Inglewood, California 90304  
E-mail: investment.roundB@neuro-kinesis.com
- 18. Binding Effect:** The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- 19. Survival:** All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company and the Closing, (ii) changes in the transactions, documents and instruments described in

the Offering Memorandum which are not material or which are to the benefit of the undersigned and (iii) the death or disability of the undersigned.

**20. Notification of Changes:** The undersigned hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Subscription Agreement which would cause any representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or incorrect.

**21. 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.

*[Signature page follows.]\_*

# NKC SUBSCRIPTION AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement by each party as of the date set forth below:

PURCHASER SIGNATURE (if an individual):      PURCHASER SIGNATURE (if an entity):

By: \_\_\_\_\_  
(Sign Name)

By: \_\_\_\_\_  
(Sign Name)

Name: \_\_\_\_\_  
(Print Name)

Name: \_\_\_\_\_  
(Print Name of Entity)

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

Date of Execution      \_\_\_\_ / \_\_\_\_ / \_\_\_\_

State/Country of Domicile of Purchaser (if an individual): \_\_\_\_\_

State/Country of Formation of Purchaser (if an entity):  
\_\_\_\_\_

Address of Purchaser: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_      Postal Code: \_\_\_\_\_

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

The offer to purchase Securities as set forth above is confirmed and accepted by the Company as of the date set forth below.

NEURO-KINESIS CORPORATION.

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

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

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

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

## SUBSCRIPTION AGREEMENT CONSIDERATION TO BE DELIVERED

Securities To Be Acquired

\_\_\_\_\_ shares of the Series B Preferred Stock at \$0.88  
per share

Aggregate Purchase Price To Be Paid

US\$ \_\_\_\_\_