

**SUBSCRIPTION AGREEMENT
IN
EYE MARKER SYSTEMS, INC.**

A. Subscription. This Agreement has been executed by the undersigned subscriber (the “**Investor**” or “**Subscriber**”) in connection with the subscription to purchase that number of shares of common stock (the “**Shares**” or the “**Securities**”) of Eye Marker Systems, Inc., a Delaware corporation (the “**Company**”), as set forth below, each for \$4.00 per Share (the “**Purchase Price**”), pursuant to the terms of this Subscription Agreement (this “**Agreement**”). The Company is selling Shares to multiple investors, as part of a “**best efforts, no minimum**” offering, defined herein as the “**Offering**”. The Offering is made in reliance upon an exemption from registration under the federal securities laws provided by Rule 506(c) of Regulation D of the Securities Act of 1933, as amended. The minimum investment is 2,500 Shares or \$10,000, provided that the Company reserves the right to accept subscriptions for lesser amounts. The Offering shall be open until the earlier of (a) February 28, 2022; and (b) the sale of Shares totaling \$4,000,000 (the “**Maximum Amount**” or “**Maximum Dollar Amount**”), but the Company has the option of extending the Offering for an additional sixty days.

When the context in which words are used in this Subscription Agreement (“**Agreement**”) indicates that such is the intent, singular words shall include the plural, and vice versa, and masculine words shall include the feminine and neuter genders, and vice versa. Any reference to a person shall include an individual, trust, estate, or any incorporated or unincorporated organization, including general or limited partnerships, limited liability companies, corporations, joint ventures and cooperatives, and all heirs, executors, administrators, legal representatives, successors and assigns of such person where permitted or required by the context. Captions are inserted for convenience only, are not a part of this Agreement, and shall not be used in the interpretation of this Agreement.

B. Acceptance of Subscription. It is understood and agreed that the Company shall have the right to accept or reject this subscription (the “**Subscription**”), in whole or in part, and that the same shall be deemed to be accepted by the Company only when it is signed by the Company. If a subscription is rejected, the subscriber’s funds will be returned without interest the next business day after rejection.

C. Representations and Warranties of Subscriber. Subscriber hereby represents and warrants to the Company as follows:

- i) Subscriber is an “**Accredited Investor**” as such term is defined in Rule 501 of the Securities Act of 1933, as amended (the “**Securities Act**” or the “**Act**”), and has completed the verification process on the Company’s online investment portal and received an “**Accredited Investor Verification Certificate**”;
- ii) The Subscriber is acquiring the Securities for his, her or its own account for long-term investment and not with a view toward resale, fractionalization or division, or distribution thereof, and he, she or it does not presently have any reason to anticipate any change in his, her or its circumstances, financial or otherwise, or particular occasion or event which would

necessitate or require his, her or its sale or distribution of the Securities. No one other than the Subscriber has any beneficial interest in said securities. No person has made to the Subscriber any written or oral representations: (x) that any person will resell or repurchase any of the Securities; (y) that any person will refund the purchase price of any of the Securities, or (z) as to the future price or value of any of the Securities;

- iii) Subscriber has received no representations or warranties from the Company, or its affiliates, employees or agents regarding the Securities or suitability of an investment in the Securities or the Company other than those set forth herein;
- iv) Subscriber is able to bear the economic risk of the investment in the Securities and Subscriber has sufficient net worth to sustain a loss of Subscriber's entire investment in the Company without economic hardship if such a loss should occur;
- v) Subscriber has had an opportunity to inspect relevant documents relating to the organization and operations of the Company. Subscriber acknowledges that all documents, records and books pertaining to this investment which Subscriber has requested have been made available for inspection by Subscriber and Subscriber's attorney, accountant or other adviser(s);
- vi) Subscriber has had an opportunity to ask questions of and receive satisfactory answers from the Company, or any person or persons acting on behalf of the Company, concerning the terms and conditions of this investment and the Offering and the Securities, and all such questions have been answered to the full satisfaction of Subscriber. The Company has not supplied Subscriber any information for investment purposes other than as contained in this Agreement and the attachments hereto, and Subscriber is relying on its own investigation and evaluation of the Company and the Securities in making an investment hereunder and not on any other information whatsoever, including, but not limited to, any presentations or other materials, other than this Agreement and the attachments, provided to the Subscriber by the Company;
- vii) The Subscriber recognizes that the investment herein is a speculative venture and that the total amount of funds tendered to purchase Securities is placed at the risk of the business and may be completely lost. The purchase of Securities as an investment involves special risks;
- viii) The Subscriber: (i) if a natural person, represents that the Subscriber has reached the age of 21 and has full authority, legal capacity and competence to enter into, execute and deliver this Agreement and all other related agreements or certificates and to take all actions required pursuant hereto and thereto and to carry out the provisions hereof and thereof, or (ii) if a corporation, partnership, or limited liability company or partnership, or association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Securities and such entity is duly organized, validly existing and in good standing under the laws of the state of its organization. Any individual executing this Agreement on behalf of an entity has authority to act on behalf of such entity and has been duly and properly authorized to sign this Agreement on behalf of such entity, provided further that such entity has validly authorized

and approved such entity's entry into this Agreement and the transactions contemplated herein;

- ix) Subscriber acknowledges and is aware of the following:
- (1) There are substantial restrictions on the transferability of the Securities; the Securities will not be, and investors in the Company have no right to require that the Securities be registered under the Securities Act; there may not be any public market for the Securities; Subscriber may have to hold the Securities indefinitely and it may not be possible for Subscriber to liquidate Subscriber's investment in the Company. Subscriber agrees that the Securities shall not be sold, transferred, pledged or hypothecated unless such sale is exempt from registration under the Securities Act. Subscriber also acknowledges that Subscriber shall be responsible for compliance with all conditions on transfer imposed by any blue sky or securities law administrator and for any expenses incurred by the Company for legal or accounting services in connection with reviewing a proposed transfer;
 - (2) No federal or state agency has made any finding or determination as to the fairness of the Offering of the Securities for investment or any recommendation or endorsement of the Securities;
 - (3) The Securities have not been approved or registered under any Blue Sky law or with any State Securities Division, and as such, there may be restrictions on the sale or transfer of such Securities under State law; and
 - (4) The purchase of Securities under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Securities from applicable Federal, state and provincial securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction; provided, however, that upon any such rescission, the Company shall promptly return to Subscriber all funds received by the Company from the Subscriber prior to such rescission.
- x) The Subscriber has carefully considered and has, to the extent he, she or it believes such discussion is necessary, discussed with his, her or its professional, legal, tax and financial advisors, the suitability of an investment in the Securities for his, her or its particular tax and financial situation and the Subscriber and his, her or its advisers, if such advisors were deemed necessary, have determined that the Securities are a suitable investment for him, her or it;
- xi) The Subscriber has, or promptly will, provide the Company documents allowing the Company to verify its "**accredited investor**" status as required by Rule 506(c). Rule 506(c) of Regulation D under the Securities Act permits a company offering securities to investors in a private offering to solicit and advertise that offering to the general public, provided that: (i) the company only sells the securities to "**accredited investors**," as defined by the

Securities and Exchange Commission (“**SEC**”); (ii) the company takes “**reasonable steps**” to verify that all those purchasers meet the SEC’s accredited investor requirements; and (iii) the offering meets the other applicable requirements of Rule 506. Accordingly, the Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with Rule 506(c) of Regulation D and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the “**Rule 506(c) Provisions**”). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the Rule 506(c) Provisions, including without limitation, tax returns and/or a certification from a U.S. licensed attorney or certified public accountant that the Subscriber is an “**accredited investor**” as that term is defined in Rule 501 of Regulation D;

- xii) The Subscriber (i) has at least five years’ investment experience in investments similar to the Securities, (ii) has adequate means of providing for its current financial needs and possible personal contingencies and does not have a need for liquidity of this investment in the Securities for the foreseeable future; (iii) can afford (a) to hold the Securities for an indefinite period of time; and (b) to sustain a complete loss of the entire amount of the purchase price for the Securities; (iv) has not made an overall commitment to investments which are not readily marketable which is disproportionate so as to cause such overall commitment to become excessive, and v) is fully aware that the purchase of the Securities is a high risk investment;
- xiii) The Subscriber understands that the Securities are being offered and sold to him, her, or it in reliance on specific exemptions from or non-application of the registration requirements of federal and state securities laws and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Subscriber set forth herein in order to determine the applicability of such exemptions and the suitability of the Subscriber to acquire the Securities. All information which the Subscriber has provided to the Company concerning the Subscriber’s financial position and knowledge of financial and business matters is correct and complete as of the date hereof, and if there should be any material change in such information prior to acceptance of this Agreement by the Company, the Subscriber will immediately provide the Company with such information;
- xiv) The Subscriber has not agreed to act with any of the other investors for the purpose of acquiring, holding, voting or disposing of the Securities purchased hereunder for purposes of Section 13(d) under the Securities Exchange Act of 1934, as amended, and the Subscriber is acting independently with respect to its investment in the Securities;
- xv) The Subscriber is a bona fide resident or operates its principal place of business as set forth on the signature page hereof;
- xvi) The Subscriber confirms and certifies that:
 - (a) Subscriber is in receipt of and has carefully read and reviewed and understands:

- (i) the Private Placement Memorandum (the “**PPM**”), to which this Subscription Agreement is attached as Exhibit A;
 - (ii) the Bad Actor Questionnaire (the “**Questionnaire**”), attached to the PPM as Exhibit B; and
 - (iii) the Information for Residents of Certain States, attached to the PPM as Exhibit C, for the state in which the Subscriber resides.
- (b) The Subscription hereunder is irrevocable by Subscriber, and, except as required by law, Subscriber is not entitled to cancel, terminate or revoke this Agreement or any agreements of Subscriber hereunder.
- (c) No federal or state agency has made any findings or determination as to the fairness of the terms of this Offering for investment purposes; or any recommendations or endorsements of the Securities.
- (d) No person or entity acting on behalf, or under the authority, of Subscriber is or will be entitled to any broker’s, finder’s or similar fee or commission in connection with this subscription.
- (e) THIS SUBSCRIPTION DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT PERMITTED UNDER APPLICABLE LAW OR TO ANY FIRM OR INDIVIDUAL THAT DOES NOT POSSESS THE QUALIFICATIONS PRESCRIBED IN THIS SUBSCRIPTION.
- xvii) The Subscriber expressly represents and warrants to the Company that before executing this Agreement, he, she or it has fully informed itself, himself or herself of the terms, contents, conditions and effects of this Agreement;
- xviii) The Subscriber confirms and acknowledges that the amount of securities Subscriber is purchasing or committing to purchase in the Offering represents less than 10% of its (or, if applicable, jointly with spouse, their) net worth;
- xix) The Subscriber confirms and acknowledges that the Subscriber is not borrowing any of the funds used to purchase Securities in the Offering;
- xx) The Subscriber acknowledges that he, she or it has prior investment experience, including without limitation, investments in non-listed and non-registered securities;
- xxi) The amounts invested by the Subscriber in the Offering were not and are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by the Office of Foreign Assets Control (“**OFAC**”) prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC

prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the “**OFAC Programs**”) prohibit dealing with individuals¹ or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists;

- xxii) The Subscriber certifies, under penalty of perjury, (i) that the social security or Tax Identification Number set forth herein is true, correct and complete, and (ii) that the Subscriber is not subject to backup withholding under section 3406(a)(1)(c) of the Internal Revenue Code, as amended (the “**Code**”) either because the Subscriber has not been notified that the Subscriber is subject to such backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified the Subscriber that the Subscriber is no longer subject to backup withholding;
- xxiii) To the best of the Subscriber’s knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. The Subscriber understands and acknowledges that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in the preceding paragraph. The Subscriber agrees to promptly notify the Company if the Subscriber becomes aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to “**freeze the account**” of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and may also be required to report such action and to disclose the Subscriber’s identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company, its Subsidiaries, or any of the Company’s other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs;
- xxiv) To the best of the Subscriber’s knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior

¹ These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

foreign political figure,² or any immediate family³ member or close associate⁴ of a senior foreign political figure, as such terms are defined in the footnotes below; and

- xxv) If the Subscriber is affiliated with a non-U.S. banking institution (a “**Foreign Bank**”), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

D. Indemnification. Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties in paragraph C hereof, and Subscriber hereby agrees to indemnify and hold harmless the Company, and its officers, directors, employees, managers, members, and agents, including, without limitation, (a) any person or entity that is an officer, director, member, partner or shareholder in any such party, or any person or entity that, directly or indirectly through one or more limited liability companies, partnerships or other entities, is an officer, director, member, partner or shareholder in any such party (each a “**Constituent Member**”), (b) any person who serves as an advisor or consultant to the Company, including legal counsel, and (c) each other person, if any, who controls or is controlled by any thereof within the meaning of Section 15 of the Securities Act (each an “**Indemnitee**”), against any and all loss, liability, claim, damage, cost and expense whatsoever (including, but not limited to, legal fees and disbursements and any and all other expenses whatsoever reasonably incurred in investigating, preparing for or defending against any litigation, arbitration proceeding, or other action or proceeding, commenced or threatened, or any claim whatsoever) arising out of or in connection with, or based upon or resulting from, (i) any false representation or warranty or breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber in this Subscription Agreement or the Exhibits hereto or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction or (ii) any action for securities law violations instituted by the Subscriber which is finally resolved by judgment against the Subscriber. Notwithstanding the foregoing, however, no representation, warranty, acknowledgment or agreement made herein by Subscriber shall in any manner be deemed to constitute a waiver of any rights granted to Subscriber under federal or state securities laws. The representations and warranties set forth herein shall survive the date upon which the Subscriber

² A “**senior foreign political figure**” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a “**senior foreign political figure**” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

³ “**Immediate family**” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

⁴ A “**close associate**” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

becomes a shareholder of the Company and/or the date of this Agreement in the event the Company does not accept the Subscriber's subscription. No representation, warranty or covenant in this Agreement, nor any Exhibit hereto, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were or are to be made, not misleading.

E. Compliance with Securities Laws. Subscriber understands and agrees that a legend has been or will be placed on any certificate(s) or other document(s) evidencing the Securities in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES ACT. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS (I) THEY SHALL HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND ANY APPLICABLE STATE SECURITIES ACT, OR (II) THE COMPANY SHALL HAVE BEEN FURNISHED WITH AN OPINION OF COUNSEL, SATISFACTORY TO COUNSEL FOR THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER ANY SUCH ACTS.”

F. Confidentiality. Subscriber agrees to maintain in confidence all information furnished by the Company or its agents that may be deemed to be material nonpublic information, including, but not limited to the fact that the Offering of the Shares are being made and the terms and conditions of this Offering and the Shares.

G. Entire Agreement. This Subscription and the Exhibits hereto are the entire and fully integrated agreement of the parties regarding the subject matter hereof, and there are no oral representations, warranties, agreements, or promises pertaining to this Subscription or the Securities.

H. Construction. The parties acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement with its legal counsel and that this Agreement shall be construed as if jointly drafted by the parties hereto.

I. Construction of Terms. As used in this Agreement, the terms “**herein,**” “**herewith,**” “**hereof**” and “**hereunder**” are references to this Agreement, taken as a whole; the term “**includes**” or “**including**” shall mean “**including, without limitation;**” the word “**or**” is not exclusive; and references to a “**Section,**” “**subsection,**” “**clause,**” “**Exhibit,**” “**Appendix,**” “**Schedule,**” “**Annex**” or “**Attachment**” shall mean a Section, subsection, clause, Exhibit, Appendix, Schedule, Annex or Attachment of this Agreement, as the case may be, unless in any such case the context requires otherwise. Exhibits, Appendices, Schedules, Annexes or Attachments to any document shall be deemed incorporated by reference in such document. All references to or definitions of any agreement, instrument or other document (a) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (b) except as otherwise expressly

provided, shall mean such agreement, instrument or document, or replacement or predecessor thereto, as modified, amended, supplemented and restated through the date as of which such reference is made.

J. Effect of Facsimile and Photocopied Signatures. This Agreement may be executed in several counterparts, each of which is an original. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A copy of this Agreement signed by one party and (a) faxed to another party or (b) scanned and emailed to another party, shall be deemed to have been executed and delivered by the signing party as though an original. A photocopy or PDF of this Agreement shall be effective as an original for all purposes.

K. Severability. The holding of any provision of this Subscription Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Subscription Agreement, which shall remain in full force and effect.

L. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, excluding any provision of this Agreement which would require the use of the laws of any other jurisdiction.

M. Collection of Personal Information. The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the fact the Company is collecting the Subscriber's (and any beneficial purchaser's) personal information pursuant to this Agreement. The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the Company retaining the personal information for as long as permitted or required by applicable law or business practices. The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) further acknowledges and consents to the fact the Company may be required by applicable securities laws and stock exchange rules to provide regulatory authorities any personal information provided by the Subscriber respecting itself (and any beneficial purchaser). By executing this Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's (and any beneficial purchaser's) personal information. The Subscriber also consents to the filing of copies or originals of any of the Subscriber's documents described herein as may be required to be filed with any securities regulatory authority in connection with the transactions contemplated hereby. The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgments set out in this paragraph on behalf of all beneficial purchasers.

N. Further Agreements. The Subscriber understands that the information provided herein (including the Exhibits hereto) will be relied upon by the Company for the purpose of determining the Subscriber's eligibility to purchase the Shares. The Subscriber agrees to provide, if requested, any additional information that may reasonably be required to determine its eligibility to purchase the Shares. In addition, the Subscriber will furnish to the Company, upon request, any other information reasonably determined by the Company to be necessary or convenient for the formation, operation, dissolution, winding up or termination of the Company, including, if relevant, information with respect to the foreign citizenship, residency, ownership or control of the

Subscriber and its beneficial owners so as to permit the Company to evaluate and comply with any regulatory and tax requirements applicable to the Company or proposed investments of the Company; provided that (i) such other information is in the Subscriber's possession or is available to the Subscriber without unreasonable effort or expense and (ii) the Subscriber's obligation with respect to such other information shall not apply to information that the Subscriber is required by law or agreement to keep confidential. The Subscriber represents, warrants and agrees that it will provide at the request of the Company a properly completed Form W-8BEN, W-8IMY, W-8EXP, W-8ECI or W-9, as appropriate (a "**Withholding Certificate**"), and the Subscriber shall cooperate with the Company upon the Company's request to update and maintain such Withholding Certificate in a timely manner. The Subscriber agrees to execute promptly and provide to the Company in a timely manner any tax documentation that may reasonably be required by the Company.

O. No Legal Advice. The Subscriber acknowledges that the Subscriber has been advised to consult with the Subscriber's own attorney regarding legal matters concerning the Company and to consult with the Subscriber's tax advisor regarding the tax consequences of participating in the Company. The Subscriber has consulted to the extent deemed appropriate by the Subscriber with the Subscriber's own advisers as to the financial, tax, legal and related matters concerning an investment in Shares and on that basis believes that an investment in the Shares is suitable and appropriate for the Subscriber.

P. Survival of Agreements, Representations and Warranties, etc. All agreements, representations and warranties contained herein by either party will survive the execution and delivery of this Agreement and the sale and purchase of the Shares in the Company until the termination of the applicable statute of limitations.

Q. Purchase Payment. The aggregate Purchase Price shall be paid to the Company in cash, check or via wire transfer simultaneously with the Subscriber's entry into this Agreement.

R. Amount of Subscription. The undersigned hereby subscribes to purchase the number of Shares set forth below in consideration for the aggregate Purchase Price set forth below, with each Share being purchased for \$4.00.

This Agreement is executed this _____ day of _____, 20_____.

"PURCHASER"

Check enclosed in the amount of \$ _____ or ACH or Wire Transfer Sent in the Amount of \$ _____.

Subscribed for _____ Shares.

Are you a licensed Broker/Dealer, Bank or Trust company and/or Insurance Company?

Yes _____ No _____

Signature of Subscriber (Individual)

The undersigned herewith subscribes for the number of Shares set forth above. By signing below, I expressly agree that the electronic signature below (if applicable) or my natural signature below constitutes my signature, and my acceptance and agreement to the Subscription Agreement. I further declare, by my signature below, under penalty of perjury under the laws of the State of Residence provided below, that the foregoing is true and correct.

SUBSCRIBER:	SUBSCRIBER (if Shares are held jointly):
Printed Name:	Printed Name:
Street Address:	Street Address:
City & State:	City & State:
Zip Code:	Zip Code:
Phone:	Phone:
Email:	Email:
State of Residence:	State of Residence:
SSN:	SSN:
Date:	Date:
Signature:	Signature:

Signature of Subscriber (Entity)

The undersigned herewith subscribes for the number of Shares set forth above. By signing below, I expressly agree that the electronic signature below (if applicable) or my natural signature below constitutes my signature, and my acceptance and agreement to the Subscription Agreement. I further declare, by my signature below, under penalty of perjury under the laws of the State of Residence provided below, that the foregoing is true and correct.

SUBSCRIBER:
By:
Its:
Street Address:
City & State:
Zip Code:
Phone:
Email:
State of Organization:
Taxpayer ID No.:
Date:
Signature:

Signature of Subscriber (Self-Directed IRA)

IF YOU ARE SUBSCRIBING VIA YOUR SELF-DIRECTED INDIVIDUAL RETIREMENT ACCOUNT, HAVE YOUR CUSTODIAN COMPLETE THIS IRA CUSTODIAN SECTION OF THIS PAGE AFTER YOU COMPLETE THE REST OF THE SUBSCRIPTION AGREEMENT AND INSERT YOUR PERSONAL INFORMATION BELOW.

The undersigned herewith subscribes for the number of Shares set forth above. By signing below, I expressly agree that the electronic signature below (if applicable) or my natural signature below constitutes my signature, and my acceptance and agreement to the Subscription Agreement. I further declare, by my signature below, under penalty of perjury under the laws of the State of Residence provided below, that the foregoing is true and correct.

SUBSCRIBER/ACCOUNT HOLDER:	IRA CUSTODIAN:
Printed Name:	Printed Name:
Street Address:	Street Address:
City & State:	City & State:
Zip Code:	Zip Code:
Phone:	Phone:
Email:	Email:
State of Resident:	Other Information:
SSN:	Reference No. (If Applicable):
Date:	Date:
Signature:	Signature:

ACCEPTED BY THE COMPANY this the _____ day of _____, 20____.

Eye Marker Systems, Inc.

By: _____

Its: _____

Printed Name: _____