

**RWAP TECHNOLOGIES, INC.**

**REGULATION CROWDFUNDING SERIES SEED PREFERRED STOCK INVESTMENT  
AGREEMENT**

This Regulation Crowdfunding Series Seed Preferred Stock Investment Agreement (this "Agreement") is dated as of the Agreement Date and is entered into by RWAP Technologies, Inc., a Wyoming corporation, and each purchaser whose subscription for Series Seed Preferred Stock is accepted by the Company through the SEC-registered funding portal or broker-dealer intermediary identified in the Company's Form C and on the offering page.

The parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used and not otherwise defined in this Agreement or the Exhibits and Schedules have the meanings set forth in Exhibit A. If this Agreement conflicts with the Company's Form C, the offering page, final subscription documents, or mandatory Regulation Crowdfunding requirements, those materials and applicable law control to the extent of the conflict.

2. **INVESTMENT.** Subject to this Agreement, the Form C, the offering page hosted by the Intermediary, the subscription agreement, escrow arrangements, and Exhibit B, each Purchaser whose subscription is accepted through the Intermediary will purchase, and the Company will sell and issue, the number of shares of Series Seed Preferred Stock accepted by the Company at the Purchase Price.

3. **Entire Agreement.** This Agreement, the Form C and any amendments or progress updates, the offering page hosted by the Intermediary, the final subscription agreement and investor representations, any nominee, custodial, escrow, payment-processing, transfer-agent, or related documents approved for the Offering, and the Restated Certificate constitute the full agreement between the parties with respect to the subject matter hereof.

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**EXHIBIT A**  
**DEFINITIONS**

**1. OVERVIEW DEFINITIONS.**

“Agreement Date” means the date on which the Purchaser executes this Agreement or the related subscription agreement through the Intermediary, subject to Company acceptance and closing under Regulation Crowdfunding.

“*Company*” means RWAP Technologies, Inc.

“*Governing Law*” means the laws of the state of Wyoming.

“*Dispute Resolution Jurisdiction*” means the federal or state courts located in Wyoming.

“*Person*” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

“*State of Incorporation*” means Wyoming.

“*Stock Plan*” means 2026 Stock Incentive Plan.

**2. BOARD COMPOSITION DEFINITIONS.**

“*Board Designee*” means any member of the Board designated pursuant to Section 7 of this Agreement.

“*Common Control Holders*” means John Christian Barlow Sr.

**3. TERM SHEET DEFINITIONS.**

“Minimum Investment” means the minimum investment amount established on the Intermediary's offering page and approved by the Company, the Intermediary, and counsel.

“Purchase Price” means \$2.00 per share.

“Total Series Seed Investment Amount” means a target offering amount of \$3,500,000 through the sale of 1,750,000 shares of Series Seed Preferred Stock, with the ability to accept oversubscriptions up to \$5,000,000 through the sale of up to 2,500,000 shares, subject to Regulation Crowdfunding, the Form C, the Intermediary's procedures, and applicable law.

“Target Offering Amount” means \$3,500,000, representing 1,750,000 shares of Series Seed Preferred Stock at the Purchase Price.

“Maximum Offering Amount” means \$5,000,000, representing up to 2,500,000 shares of Series Seed Preferred Stock at the Purchase Price.

“Form C” means the Company's offering statement on Form C, including amendments and progress updates filed with the Securities and Exchange Commission for the Offering.

“Intermediary” means the SEC-registered funding portal or broker-dealer intermediary identified in the Form C and on the offering page.

“Offering” means the Company's Regulation Crowdfunding offering of Series Seed Preferred Stock under Section 4(a)(6) of the Securities Act and Regulation Crowdfunding.

“Offering Page” means the offering page hosted by the Intermediary, including investor onboarding, subscription, payment, cancellation, communication-channel, and closing procedures.

“Regulation Crowdfunding” means Regulation Crowdfunding promulgated under the Securities Act, including Section 4(a)(6) of the Securities Act and the related rules.

“Securities Act” means the Securities Act of 1933, as amended.

“Unallocated Post-Money Option Pool Percent” means the percentage reflected in the Company's capitalization records and equity incentive plan approved by the Board, as updated to reflect the Offering and disclosed in the Form C to the extent required by law.

#### **4. RESULTING CAP TABLE DEFINITIONS.**

“*Common Shares Issued and Outstanding Pre-Money*” means 10,200,000.

“*Total Post-Money Shares Reserved for Option Pool*” means the number of shares reserved under the Company's equity incentive plan as reflected in the Company's capitalization records and disclosed in the Form C to the extent required by law.

“*Number of Issued And Outstanding Options*” means 0.

“*Unallocated Post-Money Option Pool Shares*” means the number of unallocated shares available under the Company's equity incentive plan as reflected in the Company's capitalization records and disclosed in the Form C to the extent required by law.

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## SCHEDULE 1

### Schedule of Purchasers / Intermediary Subscription Ledger

**PURCHASERS:**

Subscriptions accepted through the Intermediary and reflected on the Company's subscription ledger, transfer-agent records, nominee or custodial records, or other records approved for the Offering.

<b>Purchaser / Record Holder</b>	<b>E-mail / Address</b>	<b>Shares Purchased</b>	<b>Purchase Price</b>	<b>Total Purchase Amount / Closing</b>

**EXHIBIT B**  
**AGREEMENT TERMS**

**1. PURCHASE AND SALE OF SERIES SEED PREFERRED STOCK.**

**1.1 Sale and Issuance of Series Seed Preferred Stock.**

1.1.1 The Company will adopt and file the Company's Amended and Restated Certificate of Incorporation, in substantially the form filed as an exhibit to the Form C or otherwise approved for use in the Offering (the "Restated Certificate"), with the Secretary of State of the State of Incorporation on or before the first closing of the Offering or at such other time as is disclosed in the Form C and permitted by law.

1.1.2 Subject to this Agreement, the Form C, the Offering Page, the subscription agreement, escrow arrangements, and Regulation Crowdfunding, each investor whose subscription is accepted through the Intermediary (each, a "Purchaser") will purchase at the applicable Closing, and the Company will sell and issue, the number of shares of Series Seed Preferred Stock accepted by the Company at the Purchase Price.

**1.2 Closing; Delivery.**

1.2.1 The purchase and sale of shares of Series Seed Preferred Stock will occur through one or more closings conducted through the Intermediary and the escrow or payment process established for the Offering. Investor funds will be accepted, held, released, canceled, or returned only in accordance with Regulation Crowdfunding, the Form C, the Offering Page, the subscription agreement, escrow arrangements, and the Intermediary's procedures.

1.2.2 The Company is seeking to sell 1,750,000 shares for the Target Offering Amount and may accept oversubscriptions up to 2,500,000 shares for the Maximum Offering Amount. The Company will not sell shares in this Regulation Crowdfunding Offering directly outside the Intermediary. Each Purchaser becomes bound only upon completion of the Intermediary's onboarding and investment-limit procedures, execution of subscription documents, Company acceptance, and release of funds at a Closing.

1.2.3 Whenever this Agreement refers to certificates representing shares, the Company may issue or deliver the shares in book-entry, uncertificated, transfer-agent, nominee, custodial, or other recordkeeping form disclosed in the Form C, Offering Page, subscription agreement, or Restated Certificate and permitted by law.

**2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.** The Company represents and warrants to each Purchaser that the following representations are true and complete as of the Agreement Date, except as otherwise indicated.

**2.1 Organization, Good Standing, Corporate Power and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Incorporation and has all corporate power and corporate authority required (a) to carry on its business as presently conducted and as presently proposed to be conducted and (b) to execute, deliver and perform its obligations under this Agreement. The Company is duly qualified to transact business as a foreign

corporation and is in good standing under the laws of each jurisdiction in which the failure to so qualify or be in good standing would have a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, or results of operations of the Company.

## **2.2 Capitalization.**

2.2.1 The authorized capital of the Company consists, immediately prior to the Initial Closing (unless otherwise noted), of the following:

(a) 100,000,000 shares of common stock of the Company, par value \$0.0001 ("Common Stock"), of which 10,200,000 Class B shares are issued and outstanding as of immediately prior to the first Closing, and a sufficient number of shares of Class A Common Stock has been reserved, or will be reserved before issuance if required, for issuance upon conversion of the Series Seed Preferred Stock sold in the Offering. All outstanding shares of Common Stock are duly authorized, validly issued, fully paid and nonassessable and were issued in material compliance with applicable federal and state securities laws.

(b) 10,000,000 shares of preferred stock of the Company, par value \$0.0001 ("Preferred Stock"), 2,500,000 of which are designated as Series Seed Preferred Stock, none of which is issued and outstanding immediately prior to the first Closing under this Offering.

2.2.2 There are no outstanding preemptive rights, options, warrants, conversion privileges or rights (including rights of first refusal or similar rights), orally or in writing, to purchase or acquire any securities from the Company including, without limitation, any shares of Common Stock, Preferred Stock or any securities convertible into or exchangeable or exercisable for shares of Common Stock or Preferred Stock, except for (a) the conversion privileges of Series Seed Preferred Stock pursuant to the terms of the Restated Certificate and (b) the securities and rights described in this Agreement.

**2.3 Subsidiaries.** The Company does not own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

**2.4 Authorization.** All corporate action has been taken, or will be taken before the applicable Closing, on the part of the Board and stockholders that is necessary for the authorization, execution and delivery of this Agreement by the Company and the performance by the Company of the obligations to be performed by the Company as of the Agreement Date. This Agreement, when executed and delivered by the Company, will constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms and conditions except (a) 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 (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

## **2.5 Valid Issuance of Shares.**

2.5.1 The shares of Series Seed Preferred Stock, when issued, sold and delivered in accordance with this Agreement, the Form C, the Offering Page, the subscription agreement, escrow arrangements, and Regulation Crowdfunding, will be duly authorized, validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions under this Agreement, the Restated Certificate, Regulation Crowdfunding, applicable federal and state

securities laws, and liens or encumbrances created by a Purchaser. Based in part on the accuracy of Purchaser representations and subject to compliance with Section 4(a)(6) of the Securities Act, Regulation Crowdfunding, applicable state notice filings, and other applicable law, the offer, sale, and issuance of the shares will comply in all material respects with applicable federal and state securities laws.

2.5.2 No disqualifying event described in the bad actor disqualification provisions applicable to Regulation Crowdfunding is applicable to the Company or, to the Company's knowledge, any covered person whose disqualification would disqualify the Company from relying on Regulation Crowdfunding for the Offering, except for any disqualifying event for which an exception or waiver has been obtained or disclosed as required.

**2.6 Litigation.** There is no action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body pending or, to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, director or key employee of the Company arising out of such Person's consulting, employment or Board relationship with the Company or that could otherwise materially impact the Company.

**2.7 Intellectual Property.** The Company owns or possesses sufficient legal rights to all Intellectual Property (as defined below) that is necessary to the conduct of the Company's business as now conducted and as presently proposed to be conducted (the "***Company Intellectual Property***") without any violation or infringement (or in the case of third-party patents, patent applications, trademarks, trademark applications, service marks, or service mark applications, without any violation or infringement known to the Company) of the rights of others. No product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any rights to any patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, mask works, information and proprietary rights and processes (collectively, "***Intellectual Property***") of any other party, except that with respect to third-party patents, patent applications, trademarks, trademark applications, service marks, or service mark applications the foregoing representation is made to the Company's knowledge only. Other than with respect to commercially available software products under standard end-user object code license agreements, there is no outstanding option, license, agreement, claim, encumbrance or shared ownership interest of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the Intellectual Property of any other Person. The Company has not received any written communications alleging that the Company has violated or, by conducting its business, would violate any of the Intellectual Property of any other Person.

**2.8 Employee and Consultant Matters.** Each current and former employee, consultant and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms made available to the Purchasers or delivered to the counsel for the Purchasers. No current or former employee or consultant has excluded any work or invention from such Person's assignment of inventions and, to the Company's knowledge, no such Person is in violation of such agreement. To the Company's knowledge, none of its employees is obligated under any judgment, decree, contract, covenant or agreement that would materially interfere with the employee's ability to promote the interest of the Company or that would interfere with such employee's ability to promote the interests of the Company or that would conflict with the Company's business. To the Company's knowledge, all individuals who have purchased unvested shares of Common Stock have timely filed elections under Section 83(b) of the Internal Revenue Code of 1986, as amended.

**2.9 Compliance with Other Instruments.** The Company is not in violation or default (a) of any provisions of the Restated Certificate or the Company's bylaws, (b) of any judgment, order, writ or decree of any court or governmental entity, (c) under any agreement, instrument, contract, lease, note, indenture, mortgage or purchase order to which it is a party that is required to be listed on the Disclosure Schedule, or (d) to its knowledge, of any provision of federal or state statute, rule or regulation materially applicable to 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 default, or constitute, with or without the passage of time or giving of notice, either (i) a default under any such judgment, order, writ, decree, agreement, instrument, contract, lease, note, indenture, mortgage or purchase order or (ii) an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

**2.10 Title to Property and Assets.** The Company owns its properties and assets free and clear of all mortgages, deeds of trust, liens, encumbrances and security interests except for statutory liens for the payment of current taxes that are not yet delinquent and liens, encumbrances and security interests which arise in the ordinary course of business and that do not affect material properties and assets of the Company. With respect to any property and assets it leases, the Company is in material compliance with each such lease.

**2.11 Agreements.** Except for this Agreement, there are no agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party that involve (a) obligations (contingent or otherwise) of, or payments to, the Company in excess of \$25,000, (b) the license of any Intellectual Property to or from the Company other than licenses with respect to commercially available software products under standard end-user object code license agreements or standard customer terms of service and privacy policies for Internet sites, (c) the grant of rights to manufacture, produce, assemble, license, market, or sell its products to any other Person, or that limit the Company's exclusive right to develop, manufacture, assemble, distribute, market or sell its products, or (d) indemnification by the Company with respect to infringements of proprietary rights other than standard customer or channel agreements (each, a "**Material Agreement**"). The Company is not in material breach of any Material Agreement. Each Material Agreement is in full force and effect and is enforceable by the Company in accordance with its respective terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) the effect of rules of law governing the availability of equitable remedies.

**2.12 Liabilities.** The Company has no material liabilities.

**3. REPRESENTATIONS AND WARRANTIES AND COVENANTS OF THE PURCHASERS.** Each Purchaser hereby represents and warrants to the Company, severally and not jointly, as follows.

**3.1 Authorization.** The Purchaser has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by the Purchaser, will constitute a valid and legally binding obligation of the Purchaser, enforceable in accordance with its terms and conditions, except (a) 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 (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

**3.2 Purchase Entirely for Own Account.** The Purchaser is acquiring the shares of Series Seed Preferred Stock for investment for the Purchaser's own account, not as a nominee or agent, and

not with a view to the resale or distribution of any part thereof. The Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the shares of Series Seed Preferred Stock. The Purchaser has not been formed for the specific purpose of acquiring the shares of Series Seed Preferred Stock.

**3.3 Disclosure of Information.** The Purchaser acknowledges receipt of, or access to, the Form C, Offering Page, this Agreement, subscription agreement, Restated Certificate or summary of material terms, risk factors, financial disclosures, and other materials made available through the Intermediary. The Purchaser has had the opportunity to ask questions and review responses through the communication channels made available by the Intermediary, subject to Regulation Crowdfunding and the Intermediary's procedures.

**3.4 Restricted Securities.** The Purchaser understands that the shares have not been registered under the Securities Act or state securities laws and are being offered and sold in reliance on Section 4(a)(6) of the Securities Act and Regulation Crowdfunding. The shares are restricted securities and are subject to transfer restrictions, including the one-year transfer restrictions applicable to securities sold in a Regulation Crowdfunding transaction, except as otherwise permitted by Regulation Crowdfunding and applicable law.

**3.5 No Public Market.** The Purchaser understands that no public market now exists for the shares of Series Seed Preferred Stock. The Company has made no assurances that a public market will ever exist for the shares of Series Seed Preferred Stock.

**3.6 Legends.** The Purchaser understands that the shares of Series Seed Preferred Stock and any securities issued in respect of or exchange for the shares of Series Seed Preferred Stock, may bear any one or more of the following legends: (a) any legend set forth in, or required by, this Agreement; (b) any legend required by the securities laws of any state to the extent such laws are applicable to the shares of Series Seed Preferred Stock represented by the certificate so legended; and (c) the following legend:

“THE SHARES REPRESENTED BY THIS CERTIFICATE OR BOOK-ENTRY POSITION HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SHARES WERE ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 4(a)(6) OF THE SECURITIES ACT AND REGULATION CROWDFUNDING. THE SHARES ARE SUBJECT TO TRANSFER RESTRICTIONS, INCLUDING THE ONE-YEAR TRANSFER RESTRICTIONS APPLICABLE TO SECURITIES SOLD IN A REGULATION CROWDFUNDING TRANSACTION, AND MAY NOT BE TRANSFERRED EXCEPT AS PERMITTED BY THE SECURITIES ACT, REGULATION CROWDFUNDING, APPLICABLE STATE LAW, THE COMPANY'S GOVERNING DOCUMENTS, AND ANY TRANSFER-AGENT, NOMINEE, OR CUSTODIAL PROCEDURES.”

**3.7 Investor Eligibility; Investment Limits.** The Purchaser represents that the Purchaser is eligible to invest in the Offering under Regulation Crowdfunding, has completed the Intermediary's onboarding, identity verification, and investment-limit procedures, and is able to

bear the economic risk of the investment, including a total loss. The Purchaser acknowledges that the Purchaser need not be accredited to invest, but any non-accredited investor is subject to Regulation Crowdfunding investment limits.

**3.8 Regulation Crowdfunding Communications.** The Purchaser acknowledges that the Offering is conducted exclusively through the Intermediary and that any investment-related communications must comply with Regulation Crowdfunding, including the Intermediary's communication-channel procedures and the limits on advertising and solicitation applicable to the Company and persons acting on its behalf.

**3.9 Exculpation among Purchasers.** The Purchaser is not relying upon any Person, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. The Purchaser agrees that neither any Purchaser nor the respective controlling Persons, officers, directors, partners, agents, or employees of any Purchaser be liable to any other Purchaser for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the shares of Series Seed Preferred Stock.

**3.10 Residence; Non-U.S. Investors.** The Purchaser has provided accurate residence, jurisdiction, tax, and identity information to the Intermediary and the Company. If the Purchaser is not a U.S. resident, the Purchaser will provide such additional representations, warranties, tax forms, sanctions, AML/KYC, and compliance information as the Company or Intermediary reasonably requests, and the Company may reject or cancel any subscription if acceptance would create registration, qualification, licensing, tax, sanctions, AML/KYC, or other legal or operational issues.

#### **4. COVENANTS.**

##### **4.1 Regulation Crowdfunding Reports and Notices.**

4.1.1 The Company will provide Purchasers with annual reports, progress updates, Form C amendments, tax information, and other notices as required by Regulation Crowdfunding, the Form C, the Offering Page, the subscription agreement, and applicable law. No Purchaser receives contractual financial reporting, inspection, or information rights beyond those expressly required or granted in the final offering documents.

4.1.2 Confidentiality. Anything in this Agreement to the contrary notwithstanding, no Purchaser by reason of this Agreement will have access to any trade secrets or confidential information of the Company. The Company will not be required to comply with any information rights of any Purchaser whom the Company reasonably determines to be a competitor or an officer, employee, director or holder of 10% or more of a competitor. Each Purchaser will keep confidential and will not disclose, divulge or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms and conditions of this Agreement other than to any of the Purchaser's attorneys, accountants, consultants and other professionals, to the extent necessary to obtain their services in connection with monitoring the Purchaser's investment in the Company.

4.1.3 **No Inspection Rights.** Except as required by Regulation Crowdfunding, the Form C, the Offering Page, the subscription agreement, or applicable law, no Purchaser will have a contractual right to inspect the Company's properties, books, records, trade secrets, confidential information, or management materials.

4.2 **No Most-Favored-Nation or Future Financing Rights.** Purchasers in this Regulation Crowdfunding Offering do not receive contractual most-favored-nation rights, price-based anti-dilution rights, registration rights, preemptive rights, rights of first refusal, or pro rata participation rights in future financings unless such rights are expressly set forth in the Form C, subscription agreement, and Company governing documents.

4.3 **No Assignment of Preemptive Rights.** The Company is not granting Purchasers an assignment of any Company right of first refusal, preemptive right, or similar right with respect to transfers of Common Stock or future issuances unless expressly stated in the Form C, subscription agreement, and Company governing documents.

4.4 **Reservation of Common Stock.** The Company will at all times reserve and keep available, solely for issuance and delivery upon the conversion of Series Seed Preferred Stock, all Common Stock issuable from time to time upon conversion of that number of shares of Series Seed Preferred Stock equal to the Total Shares Authorized for Sale, regardless of whether or not all such shares have been issued at such time.

## 5. **RESTRICTIONS ON TRANSFER; DRAG ALONG.**

5.1 **Limitations on Disposition.** Each Holder will not make any disposition of Series Seed Preferred Stock, Common Stock issued or issuable upon conversion thereof, or any related securities (collectively, the "Securities") unless the transfer complies with this Agreement, the Restated Certificate, Regulation Crowdfunding, the Securities Act, applicable state securities laws, transfer-agent, nominee, or custodial procedures, and any contractual transfer restrictions applicable to the Securities.

(a) there is then in effect a registration statement under the Securities Act, covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(b) such Holder has notified the Company of the proposed disposition and has furnished the Company with a statement of the circumstances surrounding the proposed disposition, and, at the expense of such Holder or its transferee, with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such securities under the Securities Act.

During the one-year period following issuance in a Regulation Crowdfunding transaction, Securities may be transferred only as permitted by Regulation Crowdfunding, including transfers to the Company, to an accredited investor, as part of a registered offering, to a family member or equivalent, to a trust controlled by the Purchaser or for the benefit of a family member, or in connection with death, divorce, or similar circumstances, and in each case subject to Company and transfer-agent procedures and applicable law.

5.2 **"Market Stand-Off" Agreement.** To the extent requested by the Company or an underwriter of securities of the Company, each Holder and Key Holder, and any transferee thereof (each, a

“**Stockholder**”), will not, without the prior written consent of the managing underwriters in the IPO (as defined below), offer, sell, make any short sale of, grant or sell any option for the purchase of, lend, pledge, otherwise transfer or dispose of (directly or indirectly), enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (whether any such transaction is described above or is to be settled by delivery of Securities or other securities, in cash, or otherwise), any Securities or other shares of stock of the Company then owned by such Stockholder, or enter into an agreement to do any of the foregoing, for up to 180 days following the effective date of the registration statement of the initial public offering of the Company (the “**IPO**”) filed under the Securities Act. For purposes of this Section 5.2, “**Company**” includes any wholly owned subsidiary of the Company into which the Company merges or consolidates. The Company may place restrictive legends on the certificates representing the shares subject to this Section 5.2 and may impose stop transfer instructions with respect to the Securities and such other shares of stock of each Stockholder (and the shares or securities of every other Person subject to the foregoing restriction) until the end of such period. Each Stockholder will enter into any agreement reasonably required by the underwriters to the IPO to implement the foregoing within any reasonable timeframe so requested. The underwriters for any IPO are intended third-party beneficiaries of this Section 5.2 and will have the right, power and authority to enforce the provisions of this Section 5.2 as though they were parties hereto.

**5.3 Drag Along Right.** If a Deemed Liquidation Event (as defined in the Restated Certificate) is approved by each of (i) the holders of a majority of the shares of Common Stock then-outstanding (other than those issued or issuable upon conversion of the shares of Series Seed Preferred Stock), (ii) the holders of a majority of the shares of Common Stock then issued or issuable upon conversion of the shares of Series Seed Preferred Stock then-outstanding and (iii) the Board, then each Stockholder will vote (in person, by proxy or by action by written consent, as applicable) all shares of capital stock of the Company now or hereafter directly or indirectly owned of record or beneficially by such Stockholder (collectively, the “**Shares**”) in favor of, and adopt, such Deemed Liquidation Event and to execute and deliver all related documentation and take such other action in support of the Deemed Liquidation Event as may reasonably be requested by the Company to carry out the terms and provision of this Section 5.3, including executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents. The obligation of any party to take the actions required by this Section 5.3 will not apply to a Deemed Liquidation Event if the other party involved in such Deemed Liquidation Event is an affiliate or stockholder of the Company holding more than 10% of the voting power of the Company.

**5.4 Exceptions to Drag Along Right.** Notwithstanding the foregoing, a Stockholder need not comply with Section 5.3 in connection with any proposed sale of the Company (the “**Proposed Sale**”) unless:

(a) any representations and warranties to be made by the Stockholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares, including representations and warranties that (i) the Stockholder holds all right, title and interest in and to the Shares the Stockholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Stockholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Stockholder have been duly executed by the Stockholder and delivered to the acquirer and are enforceable against the Stockholder in accordance with their respective terms and, (iv) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Stockholder’s obligations thereunder, will cause a breach or violation of the terms of any agreement, law, or judgment, order, or decree of any court or governmental agency;

(b) the Stockholder will not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties, and covenants of the Company as well as breach by any stockholder of any identical representations, warranties and covenants provided by all stockholders);

(c) the liability for indemnification, if any, of the Stockholder in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company or its stockholders in connection with such Proposed Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any identical representations, warranties, and covenants provided by all stockholders), and except as required to satisfy the liquidation preference of Series Seed Preferred Stock, if any, is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Stockholder in connection with such Proposed Sale;

(d) liability will be limited to the Stockholder's applicable share (determined based on the respective proceeds payable to each Stockholder in connection with the Proposed Sale in accordance with the provisions of the Restated Certificate) of a negotiated aggregate indemnification amount that applies equally to all Stockholders but that in no event exceeds the amount of consideration otherwise payable to the Stockholder in connection with the Proposed Sale, except with respect to claims related to fraud by the Stockholder, the liability for which need not be limited as to the Stockholder;

(e) upon the consummation of the Proposed Sale, (i) each holder of each class or series of the Company's stock will receive the same form of consideration for such holder's shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock unless the holders of a majority of the shares of Series Seed Preferred Stock then outstanding elect otherwise, (ii) each holder of a series of Series Seed Preferred Stock will receive the same amount of consideration per share of such series of Series Seed Preferred Stock as is received by other holders in respect of their shares of such same series, (iii) each holder of Common Stock will receive the same amount of consideration per share of Common Stock as is received by other holders in respect of their shares of Common Stock, and (iv) unless the holders of a majority of the shares of Series Seed Preferred Stock then outstanding elect to receive a lesser amount, the aggregate consideration receivable by all holders of Preferred Stock and Common Stock will be allocated among the holders of Preferred Stock and Common Stock on the basis of the relative liquidation preferences to which the holders of each respective series of Preferred Stock and the holders of Common Stock are entitled in a Deemed Liquidation Event (assuming for this purpose that the Proposed Sale is a Deemed Liquidation Event) in accordance with the Restated Certificate in effect immediately prior to the Proposed Sale.

**5.5 Additional Stockholders.** In the event that, after the Agreement Date, the Company enters into an agreement with any Person to issue shares of capital stock of the Company to such Person, following which such Person will hold shares of capital stock of the Company constituting 1% or more of the Company's then outstanding capital stock (treating for this purpose all shares of Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, as if exercised and/or converted or exchanged), then the Company will cause such Person, as a condition precedent to entering into such agreement, to become a party to this Agreement by executing a counterpart signature page to this Agreement or an adoption agreement in a form reasonably satisfactory to the Company, agreeing to be bound by and subject to the terms of this Agreement as a Stockholder and thereafter such Person will be deemed a Stockholder for all purposes under this Agreement.

## **6. NO PARTICIPATION RIGHTS.**

6.1 General. Purchasers in the Offering will not receive contractual preemptive rights, rights of first refusal, or pro rata participation rights in future financings unless such rights are expressly set forth in the Form C, the subscription agreement, and the Company's governing documents.

6.2 Reserved.

6.3 Reserved.

7. **RESERVED.**

8. **GENERAL PROVISIONS.**

8.1 Successors and Assigns. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the parties and their permitted successors and assigns. A Holder will not transfer Securities unless the transfer complies with this Agreement, the Restated Certificate, Regulation Crowdfunding, the Securities Act, applicable state securities laws, and any transfer-agent, nominee, custodial, or Company procedures.

8.2 **Governing Law.** This Agreement is governed by the Governing Law, regardless of the laws that might otherwise govern under applicable principles of choice of law.

8.3 **Counterparts; Manner of Delivery.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.4 **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. References to sections or subsections within this **Exhibit B** will be deemed to be references to the sections contained in this **Exhibit B**, unless otherwise specifically stated in this Agreement.

8.5 **Notices.** Notices and other communications will be given as provided in this Agreement, the Form C, the Offering Page, the subscription agreement, and the Intermediary's procedures. Notices may be delivered through the Intermediary's platform, by electronic mail, by transfer agent or custodian notice, or by other written method permitted by applicable law and the final offering documents.

8.6 **Intermediary Compensation; No Unauthorized Finder Fees.** Intermediary compensation, including cash fees, securities fees, reimbursements, escrow fees, payment processing fees, or other compensation, will be disclosed in the Form C and on the Offering Page. No party is authorized to incur any finder, broker, or placement-agent fee in connection with the Offering except as disclosed in the Form C or approved by the Company and permitted by Regulation Crowdfunding.

8.7 **Attorneys' Fees.** If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to

reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which the party may be entitled. Each party will pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery, and performance of this Agreement.

**8.8 Amendments and Waivers.** This Agreement may be amended, terminated, or waived only with the written consent required by the Company's governing documents and applicable law; provided that the Company may make non-material, technical, conforming, administrative, or legally required changes to conform this Agreement to the Form C, Offering Page, subscription agreement, Intermediary procedures, Regulation Crowdfunding, transfer-agent, nominee, custodial, or escrow requirements, or applicable law, without obtaining separate consent from each Purchaser to the extent permitted by law.

**8.9 Severability.** The invalidity or unenforceability of any provision of this Agreement will in no way affect the validity or enforceability of any other provision.

**8.10 Delays or Omissions.** No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, will impair any such right, power or remedy of such non-breaching or non-defaulting party nor will it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring. No waiver of any single breach or default will be deemed a waiver of any other breach or default regardless of whether the other breach or default occurred before or after the waiver. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any terms or conditions of this Agreement, must be in writing and will be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, are cumulative and not alternative.

**8.11 Termination.** Unless terminated earlier pursuant to its terms, this Agreement will terminate upon the closing of a Deemed Liquidation Event or as otherwise provided in the Company's governing documents, but transfer restrictions, confidentiality obligations, payment obligations, dispute-resolution provisions, and any provisions that by their nature should survive will survive to the extent applicable.

**8.12 Dispute Resolution.** Each party (a) hereby irrevocably and unconditionally submits to the personal jurisdiction of the Dispute Resolution Jurisdiction for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement; (b) will not commence any suit, action or other proceeding arising out of or based upon this Agreement except in the Dispute Resolution Jurisdiction; and (c) hereby waives, and will not assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject to the personal jurisdiction of the Dispute Resolution Jurisdiction, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement, or the subject matter hereof and thereof may not be enforced in or by the Dispute Resolution Jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties to this Agreement have executed this Agreement as of the date and year first written above.

**COMPANY:**

**RWAP TECHNOLOGIES, INC.**

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

Name: John Christian Barlow Sr

Title: Chief Executive Officer

The parties to this Agreement have executed this Agreement as of the date and year first written above.

**PURCHASER (if an entity):**

Name of Purchaser: \_\_\_\_\_

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

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

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

E-mail: \_\_\_\_\_

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

\_\_\_\_\_

**PURCHASER (if an individual):**

Name of Purchaser: \_\_\_\_\_

Signature: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_