

## Equity Seed Round Investment Documents

### Subscription Agreement

This Subscription Agreement (the "Agreement") is entered into between **Kartexa Inc.** (the "Company") and the **undersigned investor** (the "Investor") in connection with the Company's Equity Seed Round offering.

1. Subscription The Investor hereby subscribes to purchase \_\_\_\_\_ shares of common stock (the "Shares") of the Company at a purchase price of \$\_\_\_\_\_ per share for an aggregate purchase price of \$\_\_\_\_\_ (the "Purchase Price"). The Investor agrees to remit the Purchase Price to the Company in accordance with the instructions provided by the Company.
2. Representations and Warranties of the Investor The Investor represents and warrants to the Company as follows: (a) Accredited Investor Status: The Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), and is acquiring the Shares for investment purposes only and not with a view to distribution or resale. (b) Access to Information: The Investor has received and carefully reviewed all documents and information provided by the Company, including, but not limited to, the Company's Private Placement Memorandum and financial statements. (c) Risk Factors: The Investor acknowledges that an investment in the Company involves risks, including but not limited to, the risk of loss of the entire investment, and that the Investor has carefully considered such risks and has had the opportunity to ask questions and obtain information from the Company to evaluate the risks. (d) Legal and Tax Advisors: The Investor has consulted with legal, tax, and financial advisors regarding the investment in the Company and has not relied solely on any representations or warranties made by the Company or its representatives. (e) Compliance with Laws: The Investor will comply with all applicable federal and state securities laws and regulations in connection with the purchase and sale of the Shares, including without limitation, obtaining any necessary approvals or filings required under applicable securities laws.
3. Representations and Warranties of the Company The Company represents and warrants to the Investor as follows: (a) Organization and Good Standing: The Company is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation. (b) Authorization: The execution, delivery, and performance of this Agreement by the Company have been duly authorized by all necessary corporate action and do not violate or conflict with any provision of the Company's articles of incorporation or bylaws, or any agreement or instrument to which the Company is a party. (c) Valid Issuance of Shares: The Shares, when issued and delivered to the Investor against payment of the Purchase Price, will be duly and validly issued, fully paid, and non-assessable, and not subject to any preemptive rights or other similar rights of stockholders of the Company.
4. Miscellaneous (a) Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the state of Unnao without regard to its conflicts of laws principles. Any dispute arising under or in connection with this Agreement shall be resolved exclusively by the state and federal courts located in Unnao, and the parties hereby submit to the jurisdiction of such courts. (b) Entire Agreement: This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, relating to the subject matter hereof. (c) Amendments and Waivers: This Agreement may not be amended or modified, and no waiver of any provision hereof shall be effective, unless in writing signed by the Company and the Investor.



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5. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. (e) Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. (f) Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. (g) Confidentiality: The Investor shall keep confidential all information received from the Company, including but not limited to, the terms and conditions of this Agreement, and shall not disclose or use such information for any purpose other than evaluating and completing the investment contemplated hereby, unless required by applicable law or with the prior written consent of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Subscription Agreement as of the date first above written.

For **Kartexa**

Authorized Signatory

Bimbsar

**Vice President – People and Culture**

For **Investor**

**Signature:**

**Name:**

**Date:**

