

SUBSCRIPTION AGREEMENT

“ Investment Date ”:	
“ Investment Amount ”:	
“ Number of Shares of Series A Preferred Stock ”	
“ Price per Share ”:	\$6.90

This Subscription Agreement (this “**Agreement**”) is entered into by the undersigned purchaser (the “**Purchaser**”) for the payment of the Investment Amount on the Investment Date in exchange for the issuance by GAB AI Inc., a Delaware corporation (the “**Company**”), on the terms and subject to the conditions set forth in this Agreement, of the Number of Shares of Series A Preferred Stock of the Company (the “**Series A Preferred Stock**”) for the Price per Share set forth above.

1. Acceptance of Agreement; Conditions. The Purchaser understands and agrees that (a) the Purchaser is entering into this Agreement on the terms and subject to the conditions contained in this Agreement and the Confidential Private Offering Memorandum with respect to the Series A Preferred Stock (the “**Private Offering Memorandum**,” together with this Agreement, the “**Offering Materials**”) and not any other Company-approved written materials provided to you with respect to the Series A Preferred Stock, and (b) the Company shall have the right to accept or reject, in its sole discretion, this Agreement for any reason or no reason, in whole or in part, and at any time prior to its acceptance.

2. Representations and Warranties of the Company. The Company here represents and warrants to the Purchaser as follows:

(a) **Organization.** The Company is duly organized, validly existing and in good standing under the laws of Delaware, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) **Authorization; Enforceability.** The execution, delivery and performance by the Company of this Agreement is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.

(c) **No Violation.** To the knowledge of the Company, it is not in violation of (i) its current governing documents, (ii) any material judgment, statute, rule or regulation applicable to the Company, or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company. To the knowledge of the Company, the performance and consummation of the transactions contemplated by this Agreement do not and will not (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No Consents. No consents or approvals are required in connection with the performance of this Agreement, other than (i) the approvals of the Company's governing body and (ii) any qualifications or filings under applicable securities laws.

3. Representations, Warranties, Agreement and Covenants of the Purchaser. The Purchaser hereby represents, warrants and covenants to, and agrees with, the Company and its directors, officers, employees, agents and other affiliates (collectively, the "**Company Parties**") as follows:

(a) Capacity; Organization; Authorization; No Conflict.

(i) If the Purchaser is an individual, then (A) he or she has full legal capacity for the purchase, execution and delivery of this Agreement and to perform his or her obligations hereunder; and (B) neither the execution, delivery or performance of this Agreement or any other document required to be executed and delivered by the Purchaser in connection with this Agreement, nor the consummation of any of the transactions contemplated hereby or thereby by the Purchaser, (x) will violate or conflict with any law, rule, regulation, judgment, order or decree of any court or other governmental body applicable to the Purchaser or to which the Purchaser is otherwise subject, (y) will conflict with or result in any breach or default under, permit any party to accelerate any rights under or terminate, or result in the creation of any lien, charge or encumbrance pursuant to the provision of any material contract, indenture, mortgage, lease, franchise, license, permit authorization, instrument or agreement of any kind to which the Purchaser is a party or by which the Purchaser is bound or to which the properties or assets of the Purchaser are subject, or (z) will require the consent or approval of any person or entity other than consents or approvals that have already been obtained.

(ii) If the Purchaser is an entity, then (A) the Purchaser is a corporation or other organization duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization and has the requisite power and authority to carry on its business and operations as now being conducted; (B) the execution and delivery of this Agreement and each other document required to be executed and delivered by the Purchaser in connection with this Agreement, and the performance by the Purchaser under those agreements, have been duly authorized by appropriate action; (C) the Purchaser shall deliver to the Company any evidence of the foregoing as the Company may reasonably require, whether by way of certified resolution or otherwise; (D) the person executing and delivering this Agreement and any other instruments on behalf of the Purchaser has all requisite power, authority and capacity to execute and deliver those instruments; (E) this Agreement constitutes a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity; and (F) neither the execution, delivery or performance of this Agreement or any other document required to be executed and delivered by the Purchaser in connection with this Agreement, nor the consummation of any of the transactions contemplated hereby or thereby by the Purchaser, (w) will violate or conflict with any provision of the organizational documents of the Purchaser; (x) will violate or conflict with any law, rule, regulation, judgment, order or decree of any court or other governmental body, (y) will conflict with or result in any breach or default under, permit any party to accelerate any rights under or terminate, or result in the creation of any lien, charge or encumbrance pursuant to the provision of any material contract, indenture, mortgage, lease, franchise, license, permit authorization, instrument or agreement of any kind to which the Purchaser is a party or by which the Purchaser is bound or to which the properties or assets of the Purchaser are subject, or (z) will require the consent or approval of any person or entity other than consents or approvals that have already been obtained.

(iii) Except as may otherwise be required by applicable law or regulation, the Purchaser understands that, upon acceptance by the Company of this Agreement, the Purchaser is not entitled to cancel, terminate or revoke this Agreement or receive a refund of any payments made hereunder.

(b) Accredited Investor and Knowledge.

(i) The Purchaser is (A) if a “U.S. person” within the meaning of Rule 902(a)(k) of Regulation S under the Act, an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Act, or (B) if not a “U.S. person” within the meaning of Rule 902(a)(k) of Regulation S under the Act, an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Act and eligible to purchase and receive Series A Preferred Stock under the applicable laws of the Purchaser’s jurisdiction. The Purchaser is purchasing the Series A Preferred Stock for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of the investment, is able to incur a complete loss of the investment without impairing the Purchaser’s financial condition, and is able to bear the economic risk of the investment for an indefinite period of time.

(c) Restrictions on Transfer.

(i) The Purchaser acknowledges and is aware that there are substantial restrictions on the transferability of the Series A Preferred Stock, and there is no, and there may never be any, public market for the Series A Preferred Stock. The Series A Preferred Stock will not be registered under the Act, and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements. This means that holders of the Series A Preferred Stock may not transfer the Series A Preferred Stock to any “U.S. person” within the meaning of Rule 902(a)(k) of Regulation S under the Act; provided, that holders of the Series A Preferred Stock may transfer the Series A Preferred Stock (A) before expiration of the applicable holding period set forth in Rule 144 under the Act, to U.S. persons that are “accredited investors” as defined in Rule 501(a) of Regulation D under the Act and in compliance with applicable U.S. securities laws, or (B) after expiration of the applicable holding period set forth in Rule 144 under the Act.

(ii) The Purchaser acknowledges and is aware that any transfer of the Series A Preferred Stock made in violation of the transfer provisions of this Agreement will be void.

(d) Regulatory Issues.

(i) The Purchaser acknowledges and understands that the Series A Preferred Stock is not registered with the Securities and Exchange Commission (the “**SEC**”) or any other state, local or foreign regulatory authority, and that the Company is not registered or licensed with any federal or state regulator as an investment adviser or broker-dealer. As a result, the Purchaser will not be afforded the full set of protections provided to the clients and customers of such entities under the Act, the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”), and any similar or applicable state laws.

(ii) Neither the Purchaser, nor any of its affiliates or direct or indirect beneficial owners, (A) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”), nor are they otherwise a party with which the Company or network sponsor are prohibited to deal under the laws of the United States, (B) is a person identified as a terrorist organization on any other relevant lists maintained by

governmental authorities, or (C) unless otherwise disclosed in writing to the Company prior to the Purchaser's purchase of the Series A Preferred Stock, is a senior foreign political figure,¹ or any immediate family member² or close associate³ of a senior foreign political figure as those terms are defined in the footnotes below. The Purchaser (x) has conducted thorough due diligence with respect to all of its beneficial owners, (y) has established the identities of all direct and indirect beneficial owners and the source of each beneficial owner's funds and (z) will retain evidence of those identities, any source of funds and any due diligence.

(iii) No payment or other transfer of value to the Company and no payment or other transfer of value to the Purchaser shall cause the Company Parties to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("**USA PATRIOT ACT**"), the various statutes, regulations and Executive Orders administered by the U.S. Department of the Treasury Office of Foreign Assets Control and the Foreign Corrupt Practices Act.

(iv) No payment or other transfer of value to the Company or network sponsor is or will be derived from, pledged for the benefit of, or related in any way to, (A) the government of any country designated by the U.S. Secretary of State as a country supporting international terrorism, (B) property that is blocked under any laws, orders or regulations administered by OFAC ("**OFAC Regulations**"), or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (C) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions, under OFAC Regulations, or (D) directly or indirectly, any illegal activities.

(v) All payments or other transfer of value to the Company by the Purchaser will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to §999(a)(3) of the Internal Revenue Code ("**Code**"), as in effect at the time of the Purchaser's payment or other transfer of value. If the Purchaser is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a "**Non-U.S. Bank**") in connection with the Purchaser's purchase of the Series A Preferred Stock, then the Non-U.S. Bank: (A) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (B) employs one or more individuals on a full-time basis, (C) maintains operating records related to its banking activities, (D) is subject to inspection by the banking authority that licensed it to conduct banking activities and (E) does not

¹ A "**senior foreign political figure**" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. 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.

² An "**immediate family member**" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

³ 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 U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

(vi) The Purchaser understands and agrees that the Company may seek an administrative ruling from the U.S. Financial Crimes Enforcement Network and may be obligated to comply with U.S. anti-money laundering requirements and, even if it is not obligated to comply with those requirements, it may choose to voluntarily comply with any or all of those requirements in the sole discretion of the Company and the Company Parties.

(vii) The regulatory risks described in this Section take into consideration United States law only. Series A Preferred Stock may also be sold or resold outside the United States, which could subject the Company Parties or the Series A Preferred Stock to non-United States legal requirements, which could be significant. Non-United States regulation could lead to the same types of changes and outcomes described above with respect to United States regulation, and any of these outcomes would negatively affect the value of the Series A Preferred Stock and/or cause the Company Parties to cease operations.

(e) Offering Materials and Other Information.

(i) The Purchaser acknowledges that in the event of any differences between the terms provided in this Agreement and any other Offering Materials, the terms and conditions of this Agreement supersede any contrary information set forth in the other Offering Materials. The Purchaser has had an opportunity to (A) ask questions of and receive answers from the Company concerning the terms and conditions of this Agreement, the Offering Materials and the business of the Company; and (B) obtain any additional information concerning the Series A Preferred Stock and this Offering, the Company and any related material to the extent the Company possesses relevant information or can acquire it without unreasonable effort or expense.

(ii) The Purchaser acknowledges that in making a decision to purchase the Series A Preferred Stock, the Purchaser has relied solely upon this Agreement and the other Offering Materials and independent investigations made by the Purchaser. The Purchaser is not relying and may not rely on any other marketing materials or any oral statements made by the Company or any of its representatives for purposes of making a decision to purchase the Series A Preferred Stock. The Purchaser is also not relying on the Company Parties with respect to the legal, tax and other economic factors involved in this purchase and understands that it is solely responsible for reviewing the legal, tax and other economic considerations involved with purchasing the Series A Preferred Stock with its own legal, tax and other advisers.

(iii) The Purchaser understands that it is solely responsible for reviewing this Agreement and the other Offering Materials and, to the extent he, she or it believes necessary, for discussing with counsel the representations, warranties, covenants and agreements that the Purchaser is making in this Agreement. The Purchaser understands that Alliance Legal Partners, Inc. (“ALP”), acts as counsel only to the Company and does not represent the Purchaser or any other person by reason of purchasing the Series A Preferred Stock.

(iv) Neither the Company nor anyone on its behalf has made any representations (whether written or oral) to the Purchaser (A) regarding the future value of the Series A Preferred Stock or (B) that the past business performance and experience of the Company Parties will in any way predict the current or future value of the Series A Preferred Stock.

(v) Certain investors may negotiate alternative terms for their purchase of the Series A Preferred Stock, or the Company may sell preferred stock or other securities to other investors during or after the closing of this Offering, that have rights and preferences senior to those of the Series A Preferred

Stock. The Company is under no obligation to amend and restate this Subscription Agreement based on subsequent agreements executed with the Company on different terms or to notify investors of any alternative terms, including any that may be more favorable for certain investors.

(f) Rule 506(d) of Regulation D. The Purchaser is not subject to an event specified in Rule 506(d)(1) of the Act (“**Disqualifying Event**”), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the Act. If the Purchaser becomes subject to a Disqualifying Event at any date after the date of this Agreement, the Purchaser agrees and covenants to use his, her or its best efforts to coordinate with the Company to (A) provide documentation as reasonably requested by the Company related to any Disqualifying Event and (B) implement a remedy to address the Purchaser’s changed circumstances so that the changed circumstances will not affect in any way the Company’s ongoing and/or future reliance on an exemption under the Act provided by Rule 506 of Regulation D. At the discretion of the Company, its remedies may include, without limitation, the transfer or sale of the Series A Preferred Stock. The Company may periodically request assurance that the Purchaser has not become subject to a Disqualifying Event at any time, and the Company shall understand and deem the failure by the Purchaser to respond in writing to any requests to be an affirmation and restatement of the representations, warranties, agreements and covenants in this Section.

(g) Foreign Securities Laws. The Purchaser understands that the offer and sale of the Series A Preferred Stock in non-U.S. jurisdictions may be subject to additional restrictions and limitations, and represents and warrants that he, she or it is acquiring the Series A Preferred Stock in compliance with all applicable laws, rules, regulations and other legal requirements applicable to the Purchaser including, without limitation, the legal requirements of jurisdictions in which the Purchaser is resident and in which such acquisition is being consummated.

(h) Tax Information. By executing this Agreement, the Purchaser understands and acknowledges that (A) the Company (or any other Company Party) may be required to provide the identities of the Purchaser’s direct and indirect beneficial owners to a governmental entity, and (B) the Purchaser hereby waives any provision of law and/or regulation of any jurisdiction that would, absent a waiver, prevent the Company from compliance with the foregoing and otherwise with applicable law as described in this Section.

4. *Indemnification.*

(a) Indemnification. PLEASE READ THIS INDEMNIFICATION PROVISION CAREFULLY BECAUSE IT LIMITS A PURCHASER’S ABILITY TO SEEK RELIEF FROM AN INDEMNIFIED PARTY. The Purchaser acknowledges that he, she or it understands the meaning and legal consequences of the representations and warranties contained in this Agreement and, except as otherwise agreed to in writing with the Company, hereby agrees to indemnify, defend and hold harmless the Company Parties, and each other person, if any, who controls, is controlled by, or is under common control with any of the foregoing (each, an “**Indemnified Party**”) from and against any and all loss, claim, damage, liability or expense whatsoever (including reasonable attorneys’ fees and disbursements) due to or arising out of or based upon (i) any inaccurate representation or warranty made by the Purchaser, or breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser in this Agreement (including the Purchaser’s tax forms) or in any other document furnished by the Purchaser to any of the foregoing in connection with this Offering and the transaction related thereto, (ii) any action instituted by or on behalf of the Purchaser against an Indemnified Party that is finally resolved by judgment against the Purchaser or in favor of an Indemnified Party, or (iii) any taxes (other than any net income taxes of the Company) that result from the delivery of Series A Preferred Stock to the Purchaser or the ownership of Series A Preferred Stock.

(b) Third-Party Beneficiaries. Each Indemnified Party is an intended third-party beneficiary of this Agreement. The remedies provided in this Section shall be cumulative and shall not preclude the assertion by any Indemnified Party of any other rights or the seeking of any other remedies against the Purchaser.

(c) No Waiver. Notwithstanding the foregoing, nothing contained in this Agreement shall constitute a waiver by the Purchaser of any of his, her or its legal rights under applicable U.S. federal securities and commodities laws or any other laws whose applicability is not permitted to be contractually waived.

5. *Limitation of Liability*. PLEASE READ SECTIONS 5(a), 5(b), AND 5(c) OF THIS AGREEMENT CAREFULLY BECAUSE THEY LIMIT THE SCOPE OF THE COMPANY'S LIABILITY IN CONNECTION WITH THIS AGREEMENT.

(a) Limitation of Liability. To the fullest extent permitted by applicable law: (i) in no event will the Company or any of the Company Parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to this Agreement, the Series A Preferred Stock or the Offering, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of these damages and regardless of whether these damages were foreseeable); and (ii) in no event will the aggregate liability of the Company and the Company Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms exceed the amount the Purchaser pays to the Company for the Series A Preferred Stock.

(b) Exceptions. The limitations set forth in Section will not limit or exclude liability for the gross negligence, fraud or intentional or willful misconduct of the Company.

(c) Other Jurisdictions. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to the Purchaser.

6. *Dispute Resolution & Arbitration*. PLEASE READ THIS SECTION 6 CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO THE PURCHASERS LOCATED, RESIDENT OR DOMICILED IN THE UNITED STATES. IF THE PURCHASER IS LOCATED, RESIDENT OR DOMICILED IN THE UNITED STATES, THIS SECTION 6 REQUIRES THE PURCHASER TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH A PURCHASER CAN SEEK RELIEF FROM THE COMPANY.

(a) Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") in which either party hereto seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, the Purchaser and the Company (i) waive the Purchaser's and the Company's respective rights to have any and all Disputes arising from or related to the terms of this Agreement or the other Offering Materials (the "**Terms**") resolved in a court, and (ii) waive the Purchaser's and the Company's respective rights to a jury trial. Instead, the Purchaser and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) No Class Arbitrations, Class Actions, or Representative Actions. Any Dispute arising out of or related to the Terms is personal to the Purchaser and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) Federal Arbitration Act. The Terms affect interstate commerce and the enforceability of this Section will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), to the maximum extent permitted by applicable law.

(d) Notice. Each party hereto will notify the other party in writing of any Dispute within 30 days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by electronic mail to the Company as set forth on the signature page hereof. Notice to the Purchaser shall be by electronic mail as set forth on the signature page hereof or to the then-current email address in the Purchaser’s account. The Purchaser’s notice must include (i) the Purchaser’s name, postal address, email address, and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that the Purchaser is seeking. If the Purchaser and the Company cannot agree how to resolve the Dispute within 30 days after the date notice is received by the applicable party, then either the Purchaser or the Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for in Section 6(a), file a claim in court.

(e) Process. Any arbitration will occur in Philadelphia, Pennsylvania. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference. The state and federal courts located in Philadelphia, Pennsylvania, will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. The Purchaser may also litigate a Dispute in the small claims court located in the jurisdiction where the Purchaser resides if the Dispute meets the requirements to be heard in small claims court.

(f) Authority of Arbitrator. As limited by the FAA, the Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by the Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

(g) Rules of JAMS. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by the Terms, the Purchaser either (i) acknowledges and agrees that the Purchaser has read and understands the rules of JAMS, or (ii) waives its opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

(h) Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this Section is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section will remain valid and enforceable.

Further, the waivers set forth in Section 6(b) are severable from the other provisions of the Terms and will remain valid and enforceable, except as prohibited by applicable law.

7. *Instructions to the Purchaser.*

(a) Payment Instructions. The Company will accept payment under this Agreement in ether (ETH), bitcoin (BTC), U.S. dollars or other currencies as determined in the sole discretion of the Company, and the Purchaser shall make that payment in accordance with the procedures to be provided by the Company to the Purchaser. For purposes of this Agreement, the value of the Investment Amount shall be determined in U.S. dollars whether the Purchaser pays in ether (ETH), bitcoin (BTC), Euros, or such other currency as permitted by the Company, valued at the Applicable Exchange Rate for ether (ETH), bitcoin (BTC), Euros or such other currency, as applicable. The term “**Applicable Exchange Rate**” with respect to ETH or BTC means the volume-weighted average price of ether (ETH) or bitcoin (BTC), as applicable, as of the beginning of the hour in which the Purchaser has both fully executed this Agreement and paid for the Series A Preferred Stock (which for the sake of clarity applies to any transaction within that hour until the final second of that hour), sourced from www.bitcoinaverage.com as of that time; provided, however, that if any exchange experiences technical issues in that period that affects the accuracy of the volume-weighted average price, the Company will use its reasonable best efforts to determine the volume-weighted average price of the ether (ETH) or bitcoin (BTC), as applicable, for that period. The term “**Applicable Exchange Rate**” with respect to Euros or any other currency the Company determines to accept, shall be determined based on the Forex exchange ratio for such currency into US dollars as of the close of business Eastern Standard Time on the date the Purchaser has both fully executed this Agreement and paid for the Series A Preferred Stock. To the extent the Applicable Conversion Rate to US dollars for BTC, ETH or any other currency the Company accepts for subscriptions, results in a fractional share of Series A Preferred Stock, the number of shares of Series A Preferred Stock to which the purchaser shall receive, shall be rounded up to the nearest whole share of Series A Preferred Stock.

(b) Purchaser Questionnaire. A Purchaser Questionnaire, in the form of Exhibit A attached hereto, must be completed, signed and delivered to the Company together with the following: (a) for entity Purchasers, a copy of the applicable organizational and authority documents (*e.g.*, trust instrument, certificate of incorporation, certificate of formation, corporate resolutions, partnership agreement, operating agreement, plan documents, etc.); and (b) for natural person Purchasers, a copy of a driver’s license, passport or other government-issued form of identification.

8. *Miscellaneous.*

(a) Entire Agreement. This Agreement constitutes the entire agreement between and understanding of the parties hereto relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them.

(b) Amendment. Any provision of this Agreement may be amended, waived or modified only upon the written consent of (i) the Company and the Purchaser or (ii) the Company and the purchasers having purchased a majority of the Series A Preferred Stock issued in this Offering.

(c) Notices and Electronic Delivery; Privacy Policy. Any notice required or permitted by this Agreement will be deemed sufficient when sent by electronic mail to the relevant address listed on the signature page, as subsequently modified by written notice. The Company Parties, each at his, her or its sole and absolute discretion, may provide any notices or other communications given or made to the Purchaser and deliver to the Purchaser (or the Purchaser’s designated agents) privacy statements, financial information (audited or otherwise), reports and other communications relating to any Company Party or

otherwise relating to this Agreement (collectively, “Disclosures”) in electronic form, such as via email or posting to a password protected website. The Company Parties will send emails to the email address that the Purchaser has included on the signature page hereto. If an email notification is undeliverable, delivery of the notice is not required to be made to the Purchaser’s postal mail address of record except as otherwise required by law. When permitted by law, the Company Parties reserve the right to post communications on their respective websites without providing notice to the Purchaser. The Purchaser agrees that all Disclosures provided to the Purchaser via email notification or the Company’s website will be deemed to have been good and effective delivery to the Purchaser when sent or posted, regardless of whether the Purchaser actually or timely receives or accesses the email or posted notification. By signing this Agreement, the Purchaser consents to electronic delivery as described herein, unless and until the Purchaser revokes his, her or its consent and/or waiver in writing to the Company. The Purchaser acknowledges that email messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. The Purchaser also acknowledges that an email from a Company Party may be accessed by recipients other than the Purchaser and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. The Purchaser understands that if he, she or it has any doubts about the authenticity of an email purportedly sent by the Company Parties, the Purchaser should contact the purported sender immediately. The Purchaser agrees to be bound by any affirmation, assent or agreement that the Purchaser transmits to the Company or its affiliates by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent the Purchaser gives to receive communications from the Company or any of its affiliates solely through electronic transmission. The Purchaser agrees that when the Purchaser clicks on an “I Agree,” “I Consent,” or other similarly worded button or entry field with his, her or its mouse, keystroke or other device, his, her or its agreement or consent will be legally binding and enforceable against him, her or it and will be the legal equivalent of the Purchaser’s handwritten signature on an agreement that is printed on paper. The Purchaser agrees that the Company and any of its affiliates may send the Purchaser electronic copies of any and all communications associated with this Agreement.

(d) Uncertificated Shares; Consent to Electronic Communications. The Purchaser acknowledges that the Company is authorized to issue uncertificated shares, and the Purchaser hereby waives the Purchaser’s right to receive a stock certificate representing the Series A Preferred Stock and consents and agrees to the issuance of uncertificated shares. In addition, the Company may, at its discretion, at any time in the future, replace the book entry shares of Series A Preferred Stock with blockchain based digital tokens representing the Series A Preferred Stock, without the consent of the Purchaser. Any consent, approval, meeting notice or other communication from the Company to the Purchaser, as a securities holder of the Company, may be provided to the Purchaser by electronic mail or any other commercially acceptable means of electronic communication. In addition, the receipt of any consent, approval or proxy from the undersigned, by electronic mail or other commercially acceptable means of electronic communication, shall be deemed signed by such shareholder and valid for all purposes.

(e) Assignment. Neither this Agreement nor the rights contained herein may be assigned in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party; provided, however, that the Company may assign this Agreement in whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company’s domicile, a merger of the Company with and into another entity or a sale of all or substantially all of the assets of the Company.

(f) No Partnership. Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other cooperative entity between any of the parties. Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, either party the agent of the other

party for any purpose. No party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other party.

(g) Representation. Each party acknowledges that ALP, outside counsel to the Company, may have in the past represented or may now or in the future represent one or more of the Purchasers or their affiliates in matters unrelated to the Offering, including representation of the Purchasers or their affiliates in matters of a similar nature to the Offering. The applicable rules of professional conduct require that ALP inform the parties of this representation and obtain their consent. ALP has served as outside counsel to the Company and has negotiated the terms of the Offering solely on behalf of the Company. The Company and the Purchaser hereby (i) acknowledge that they have had an opportunity to ask for and have obtained information relevant to the representation, including disclosure of the reasonably foreseeable adverse consequences of the representation; (ii) acknowledge that with respect to the Offering, ALP has represented solely the Company, and not the Purchaser or any member, manager or employee of the Company or the Purchaser; and (iii) give their informed consent to ALP's representation of the Company in the Offering.

(h) Attorneys' Fees. If any party institutes any legal suit, action, or proceeding, including arbitration, against the other party arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by that party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

(i) Governing Law; Consent to Jurisdiction; Venue and Service of Process. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES, NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY PARTY. To the extent permissible under applicable law, the Purchaser hereby irrevocably agrees that any suit, action or proceeding ("**Action**") with respect to this Agreement shall be resolved, whether by arbitration or otherwise, within Philadelphia, Pennsylvania. Accordingly, the parties hereto consent and submit to the exclusive jurisdiction of the federal and state courts and any applicable arbitral body located within Philadelphia, Pennsylvania. The Purchaser agrees and consents that service of process as provided by U.S. federal and Pennsylvania law may be made upon the Purchaser in any Action and may not as a result claim that any Action has been brought in an inconvenient forum.

(j) Headings. Sections and other headings contained in this Agreement are for reference only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement.

(k) Survival. The representations and warranties of the Purchaser in, and the other provisions of, this Agreement shall survive the execution, delivery expiration or termination of this Agreement.

(l) Severability. If any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or if any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in that event, those provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(m) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written. The undersigned agree to comply with and be bound by all terms of the Agreement, including all components of the Agreement. The Purchaser further acknowledges and accepts that the Company reserves the right to refuse or cancel the Agreement at any time in its sole discretion.

GAB AI INC.

By: _____

Name: Andrew Torba

Title: CEO

Email: support@gab.com

Address: 700 N State Street
Clarks Summit, PA 18411

PURCHASER

(Entity name, if any)

By: _____
(Signature)

Name:

Title (if an entity):

Email:

Address:

EXHIBIT A

PURCHASER QUESTIONNAIRE AND SUPPLEMENTAL INFORMATION

1. Purchaser Information.

Purchaser Name: _____

State of Residence (if not a U.S. person, then list country of residency): _____

2. Status as an Accredited Investor. I am an “accredited investor” within the meaning of Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “**Securities Act**”), based on the fact that (check all that apply):

I have been authenticated and verified by an accreditation service offered by the Company (the “**Accreditation Service**”) as an accredited investor.

I represent and warrant that the Company has authenticated and verified my status as an accredited investor and that the Company has a reasonable basis for each conclusion.

I represent and warrant that if I am not a U.S. resident, the offer and sale of the Series A Preferred Stock may be subject to additional restrictions and limitations, and I am acquiring the Series A Preferred Stock in compliance with all applicable laws, rules, regulations and other legal requirements applicable to me including, without limitation, the legal requirements of jurisdictions in which I am a resident and in which such acquisition is being consummated.

3. Truthfulness of Information Provided; Additional Information.

I represent and warrant to the Company that the answers I have provided in this Purchaser Questionnaire and to the Accreditation Service, including the information contained within the supplementary documents that I have delivered to the Company and/or Accreditation Service as my Purchaser information, are current, true, correct and complete and do not omit any material fact necessary in order to make the statements contained in those documents not misleading. If any information provided in this Purchaser Questionnaire or to the Accreditation Service changes in any material respect on or after the date contained on the date of execution of this Purchaser Questionnaire, I agree to promptly notify the Company of any change to the information provided, but in any event within 30 calendar days of the change.

I represent and warrant that I am **NOT**: (1) a Resident of, or located in, a jurisdiction that is subject to U.S. or other sovereign country sanctions or embargoes, or (2) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce’s Denied Persons or Entity List, the U.S. Department of Treasury’s Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State’s Debarred Parties List. I agree that if my country of residence or other circumstances change such that the above representations are no longer accurate, I will immediately cease using the Network. I further represent and warrant that if I am purchasing the Series A Preferred Stock on behalf of a legal entity: (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (b) I am duly authorized by such legal entity to act on its behalf.

I represent and warrant that all of the representations and warranties I am making in the Subscription Agreement for Series A Preferred Stock of the Company (the “**Agreement**”) are true and accurate as of the date of my affirmation on the signature page hereto. If any representations and warranties are not true and accurate prior to acceptance of the Agreement, I shall give prompt written notice of this

fact to the Company specifying which representations and warranties are not true and accurate and the reasons why they are not. I agree to notify the Company promptly if there is any change with respect to any of the representations and warranties in the Agreement.

I agree on behalf of myself and my successors and assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish and deliver any other instruments, documents and statements and to take any other actions as the Company may determine to be necessary or appropriate to comply with applicable law and to effectuate and carry out the purposes of the Agreement. I further agree that the Company may, in its sole discretion, refuse to sell me the Agreement if, among other things, I refuse to comply with this provision.

I agree to be bound by any affirmation, assent or agreement that I transmit to the Company or its affiliates by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent I give to receive communications from the Company or any of its affiliates solely through electronic transmission. I agree that when I click on an "I Agree," "I Consent," or other similarly worded button or entry field with my mouse, keystroke or other device, my agreement or consent will be legally binding and enforceable against me and will be the legal equivalent of my handwritten signature on an agreement that is printed on paper. I agree that the Company and any of its affiliates may send me electronic copies of any and all communications associated with my purchase of the Agreement.

4. Disclosures and Agreements. I have received, and understand that I should read and carefully review, the Agreement and the private placement memorandum provided therewith, and I agree, if the Agreement executed by me is accepted by the Company in its discretion, to be bound by the terms thereof.

[Signature Page Follows]

I agree to comply with and be bound by all terms of the Agreement, including this Purchaser Questionnaire and all other components of the Agreement. I acknowledge and accept that the Company reserves the right to refuse or cancel the Agreement at any time in its sole discretion.

PURCHASER

By: _____

Name:

Title (if an entity):

Email:

Address: