

THIS OFFERING IS RESTRICTED TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”) AND IS BEING SOLD IN RELIANCE ON RULE 506(c) OF REGULATION D UNDER SUCH ACT ONLY TO THOSE ACCREDITED INVESTORS WHO RESIDE IN STATES OTHER THAN FOLLOWING STATES: MASSACHUSETTS, NEW YORK, NEW JERSEY, MARYLAND, FLORIDA, NEBRASKA, NORTH DAKOTA, COLORADO, TEXAS, ARIZONA AND CALIFORNIA (THE “PROHIBITED STATES”).

THIS OFFER IS NOT MADE TO, AND NOT AVAILABLE FOR ACCEPTANCE BY, ANY PERSON, WHETHER ACCREDITED OR NOT, IN ANY OF THE PROHIBITED STATES UNLESS AND UNTIL THE COMPANY HAS QUALIFIED, OR ONE OR MORE OF ITS EMPLOYEES HAS QUALIFIED, AS A “BROKER-DEALER” IN EACH SUCH STATE IN WHICH SUCH QUALIFICATION IS REQUIRED AND IS ALSO NOT MADE TO, OR AVAILABLE FOR ACCEPTANCE BY, ANY PERSON WHO RESIDES IN ANY OTHER STATE WHERE THE “ISSUER EXEMPTION” FROM BROKER-DEALER REGISTRATION AS GENERALLY DEFINED BY FEDERAL AND STATE SECURITIES LAW IS NOT AVAILABLE TO THE COMPANY UNDER THE CIRCUMSTANCES THEN PERTAINING.

THE SHARES OFFERED PURSUANT TO THIS SUBSCRIPTION AGREEMENT ARE SUBJECT TO SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY. THE SHARES HAVE NOT BEEN REGISTERED UNDER THE ACT, AND THE SHARES MAY NOT BE OFFERED OR SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS THE SHARES ARE REGISTERED UNDER THE ACT OR UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL FOR THE HOLDER OF THE SHARES REASONABLY SATISFACTORY TO THE COMPANY STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE ACT AND APPLICABLE STATE SECURITIES LAWS.

IN ADDITION, THE SHARES ARE SUBJECT TO ANY AND ALL RESTRICTIONS AND OTHER TERMS CONTAINED IN THE COMPANY’S CERTIFICATE OF INCORPORATION AND ITS BYLAWS, AS THE SAME MAY BE AMENDED FROM TIME-TO-TIME.

SUBSCRIPTION AGREEMENT

To: DA VINCI INVENTION INVESTMENT FUND I

Attention: R.P. Burrasca

Dear Mr. Burrasca:

The undersigned investor (the “Investor”) acknowledges that he or she has had unrestricted access to, and a reasonable amount of time and opportunity to review, read and understand, the governing documents of the Da Vinci Invention Investment Fund I, a Delaware corporation (the “Company”), including, without limitation, the Amended and Restated Certificate of Incorporation

and Bylaws of the Company (the “Company’s Governing Documents”), and has generally reviewed the materials set forth on the Company’s Crowdfunder offer website (“Offering Website”) for its offering of Two Hundred Thousand (200,000) shares of the Series A Preferred Stock of the Company (the “Offering”), as well as the terms of the Offering, copies of all of which have been made available to Investor for his or her review on the Offering Website, which is located at:

www.crowdfunder.com/archimedes-offspring

including an opportunity to review, read and understand this Subscription Agreement (and reviewing the same with an independent attorney of the Investor’s own choosing), along with the Information Sheet and Accredited Investor Representation Letter for Rule 506(c) Offering which accompanies it (collectively, the “Subscription Agreement”). Given the foregoing, the Investor has expressed a desire to purchase shares of the Company’s Series A Preferred Stock .

1. **Subscription.** Subject to the terms and conditions of this Subscription Agreement, the Investor hereby subscribes for and agrees to purchase _____ (_____) shares of the Company’s Series A Preferred Stock in the Company (the “Purchased Shares”). The Investor acknowledges and agrees that the relative restrictions, qualifications, powers, preferences, rights, obligations and limitations applicable to the Series A Preferred Shares in general shall apply with equal force and effect to the Purchased Shares as well. At its option, the Company may or may not choose to issue certificates or other separate evidence of the Investors’ ownership of the Purchased Shares, but may instead maintain proof of the Investor’s ownership thereof by means of electronic, blockchain or other similar security device or devices to evidence Investor’s ownership thereof.

2. **Subscription Price.** Investor shall be eligible to receive the Purchased Shares only upon payment in full to the Company of the sum of _____. The Company shall notify Investor when such payment for the Purchased Shares has been received in the appropriate bank account maintained by the Company or the account of a third-party designated by the Company for such purpose, and Investor’s ownership of the Shares shall be effective as of the date of such notice. If such payment in full is not made by Investor when due, Investor shall forfeit all right to acquire any interest in the Company.

3. **Representations and Warranties by Investor.** By executing this Subscription Agreement, the Investor represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, including investment in non-listed and non-registered securities, the Investor understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Company;

(b) By virtue of having had access to the Offering Website, the Investor has been provided with copies of the relevant governing and other material agreements and other documents pertaining to the Company and its operations and the risk factors (including, without limitation, those risk factors disclosed on Exhibit I to this Subscription Agreement) regarding the Company and the investment proposed (the "Company Information"). The Investor has examined the Company Information and is satisfied with respect to the same.

(c) The Investor has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company

which has been requested, has examined such information, and is satisfied with respect to the same;

(d) The Investor has been encouraged to rely upon the advice of his legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Purchased Shares;

(e) The Investor, in determining to purchase the Purchased Shares, has relied solely upon (i) the advice of his legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Purchased Shares; (ii) the Investor's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Purchased Shares; and (iii) the Company Information. The Investor has not relied on any other statements or information provided by or on behalf of the Company or by or on behalf of any other person;

(f) The Investor understands that this investment is, by its nature, extremely speculative;

(g) The Investor has sufficient income and net worth such that the Investor does not contemplate being required to dispose of any portion of the investment in the Purchased Shares to satisfy any existing or expected undertaking or indebtedness. The Investor is able to bear the economic risks of an investment in the Purchased Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Purchased Shares for an indefinite period of time;

(h) The Purchased Shares is/are not being acquired with a view to any distribution thereof, and the Investor is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The Investor will not sell or otherwise transfer or dispose of all or any portion of the Purchased Shares (i) except in strict compliance with the provisions of this Subscription Agreement, the Company's Governing Documents and the restrictions on transfer described herein and therein, and (ii) unless such Purchased Shares is/are registered under the Act and any applicable state securities laws or unless, in the opinion of the Investor's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws. The Investor acknowledges and agrees that, except as may otherwise be provided in the Company's Governing Documents, the Company is under no obligation to, and has no intention to, register the Purchased Shares;

(j) The Investor understands that the Purchased Shares have not been registered under the Act or any state securities laws, that each one of the Purchased Shares is a "restricted security" in the hands of the Investor within the meaning of the Act, and that any future sale of the Purchased Shares will be regulated by the Act and applicable state securities laws;

(k) The Investor understands that no federal or state agency, including the United States Securities and Exchange Commission or the securities regulatory agency of any state, has

approved or disapproved the Purchased Shares, passed upon or endorsed the merits of the Purchased Shares or the Offering under which they have been sold, or made any finding or determination as to the fairness of the Purchased Shares for private investment;

(l) The Investor understands that (i) the Purchased Shares are being offered and sold in reliance on certain exemptions from the registration requirements of federal and applicable state securities laws; (ii) that, in addition to independent verification of your “accredited investor” status as required by Rule 506(c) of Regulation D under the Act, the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and in the attached Information Sheet and Investor Questionnaire to establish such exemptions from registration with respect to the offer and sale of the Purchased Share; and (iii) the Investor’s subscription and this Subscription Agreement would not be accepted by the Company in the absence of such verification, representations, warranties, agreements, acknowledgments and understandings;

(m) There are no valid claims for brokerage commissions, finder’s fees or similar compensation in connection with the transactions contemplated by this Subscription Agreement based on any arrangement or agreement made by or on behalf of the Investor; and

(n) The Investor understands that the Company is offering the shares of Series A Preferred Stock, including the sale of the Purchased Shares to the Investor, only to “accredited investors” within the meaning of Rule 501(a) promulgated under the Act. The Investor reaffirms and restates that he or she is an “accredited investor.”

3. **Indemnification by Investor.** The Investor acknowledges and understands the meaning and legal consequences of the verification, representations, warranties, agreements, acknowledgments and understandings set forth herein and in the Information Sheet and Investor Questionnaire and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees, controlling persons and attorneys from and against any and all losses, claims, actions, damages, liabilities, costs or expenses, including but not limited to attorneys’ fees and court costs (collectively, “Claims”), to which any of the foregoing persons may become subject (including without limitation Claims under the Act or under state securities or blue sky laws), insofar as such Claims are due to or arise out of any breach of any such verification, representation, warranty, agreement, acknowledgment or understanding made by the Investor, regardless of whether the Claim is brought or caused by the Investor or another party.

4. **Additional Terms and Conditions Incorporated by Reference.** Until such time, if ever, as a Series A Share Purchase Agreement shall have been executed between the parties, this Subscription Agreement shall be deemed the sole, exclusive and complete agreement between the parties with respect to the Purchased Shares and all subject matter pertaining thereto, subject only to the inclusion of those substantive rights, privileges, remedies and obligations contemplated by, and as are set forth in, the Term Sheet previously reviewed by the Investor (a copy of which is attached to this Subscription Agreement as Exhibit 2), all of such rights, privileges, remedies and obligations being hereinafter incorporated herein by reference thereto.

5. **Miscellaneous.**

(a) All notices or other communications required or permitted to be given here-

under shall be in writing and shall be deemed to have been duly given, made and received only when delivered against receipt or when deposited in the United States mails, first class, postage prepaid, return receipt requested, addressed to the addressee at the address disclosed in this Subscription Agreement. Notwithstanding the place where this Subscription Agreement may be executed by any of the parties hereto, the parties expressly agree that all terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Utah.

(b) This Subscription Agreement and the Company's Governing Documents constitute the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing of the parties hereto.

(c) This Subscription Agreement shall be binding upon the heirs, estate, legal representatives, successors and assigns of the parties hereto.

(d) The terms used in this Subscription Agreement shall be deemed to include the masculine and the feminine in the singular and the plural as the context requires.

(e) This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of Company and to the legal representatives, successors and permitted assignees of the Investor.

IN WITNESS WHEREOF, the parties have executed and delivered this Subscription Agreement, on the date below.

SUBSCRIBER:

Dated: _____

Print Name: _____

COMPANY:

DA VINCI INVENTION INVESTMENT FUND I

Dated: _____

By: _____
R.P. Burrasca
Chairman of the Board

INFORMATION SHEET

Capacity of Subscriber (check one):

- Individual _____
- Corporation _____
- Partnership _____
- Trust _____
- Other (specify) _____

Subscriber's Name(s): _____

Country of Citizenship: _____

Principal Residence Address _____

Telephone Number: _____

Social Security Number or
Tax Identification Number: _____

Name, Address and Telephone No.
of Purchaser Representative, if any: _____

Full Name and Address for
Registration Purposes: _____

Delivery Instructions (if different
from address provided above): _____

DA VINCI INVENTION INVESTMENT FUND I
(a Delaware corporation)

Accredited Investor Representation Letter for Rule 506(c) Offering

To: **Prospective purchasers of Series A Preferred Stock (the "Securities") offered by Da Vinci Invention Investment Fund I (the "Company")**
Re: **Requirement to Submit an Accredited Investor Representation Letter**

The Securities are being sold only to "accredited investors" ("Accredited Investors") as defined in Rule 501(a) under Regulation D ("Regulation D") of the Securities Act of 1933, as amended (the "Securities Act"). The purpose of the attached Accredited Investor Representation Letter (the "Letter") is to collect information from you to determine whether you are an Accredited Investor and otherwise meet the suitability criteria established by the Company for investing in the Securities.

As part of verifying your status as an Accredited Investor, you may be asked to submit supporting documentation as described in the Letter. It is possible that you were not required to submit this type of information in past offerings in which you have participated. However, the nature of this offering, together with changes made to Regulation D in September 2013, impose additional obligations on the Company to verify that each investor is in fact an Accredited Investor. Accordingly, you must fully complete and sign the Letter, and deliver all required supporting documentation, before the Company will consider your proposed investment.

By submitting the Letter, you agree to provide all required supporting documentation within thirty (30) days after the date that you submit the Letter.

All of your statements in the Letter and all required supporting documentation delivered by you or on your behalf in connection with the Letter (collectively, the "Investor Information") will be treated confidentially. However, you understand and agree that, upon giving prior notice to you, the Company may present the Investor Information to such parties as it deems appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the Securities Act or (b) meets the requirements of applicable state securities laws; provided, however, that the Company need not give prior notice before presenting the Investor Information to its own legal, accounting, and financial advisors.

You understand that the Company will rely on your representations and other statements and documents included in the Investor Information in determining your status as an Accredited Investor, your suitability for investing in the Securities and whether to accept your subscription for the Securities.

The Company reserves the right, in its sole discretion, to verify your status as an Accredited Investor using any other methods that it may deem acceptable from time to time. However, you should not expect that the Company will accept any other such method. The Company may refuse to accept your request for investment in the Securities for any reason or for no reason.

[remainder of this page intentionally left blank]

ACCREDITED INVESTOR REPRESENTATION LETTER

The Da Vinci Invention Investment Fund I
Attn: R.P. Burrasca
Chairman
c/o AOS Management LLC
411 W 100th N, Unit 364
Providence, Utah 84332

To: The Chairman of the Board of the Da Vinci Invention Investment Fund I

I am submitting this Accredited Investor Representation Letter (the "Letter") in connection with the offering of Series A Preferred Stock (the "Securities") of the Da Vinci Invention Investment Fund I (the "Company"). I understand that the Securities are being sold only to accredited investors ("Accredited Investors") as defined in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act").

I hereby represent and warrant to the Company that I qualify as an Accredited Investor on the basis that:

(You must choose Part A or B below and check the applicable boxes.)

- A. **I am a NATURAL PERSON and:**
(An investor using this Part A must check box (1), (2), (3), (4), (5) or (6).)

Income Test:

My individual income exceeded \$200,000 in each of the two most recent years or my joint income together with my spouse or spousal equivalent (as defined in Rule 501(j) under the Securities Act) ("Spousal Equivalent") exceeded \$300,000 in each of those years;

- (1) and

I reasonably expect to earn individual income of at least \$200,000 this year or joint income with my spouse or Spousal Equivalent of at least \$300,000 this year.

To support the representation in A(1) above, you must check box (a), (b) or (c) below.

- (a) I will deliver to the Company copies of Form W-2, Form 1099, Schedule K-1 of Form 1065 or a filed Form 1040 for each of the two most recent years showing my income or my joint income with my spouse or Spousal Equivalent as reported to the Internal Revenue Service for each of those years. I understand that I may redact such documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm annual income.

OR

- (b) My salary or my joint salary with my spouse or Spousal Equivalent is publicly available information that has been reported in a document made available by the U.S. government or any state or political subdivision thereof (for example, reported in a filing with the Securities and Exchange Commission) and I will deliver to the Company copies of such publicly available materials identifying me

or me and my spouse or Spousal Equivalent by name and disclosing the relevant salary information for each of the two most recent years.

OR

- [] (c) In accordance with the procedures described below under the heading "Independent Third-Party Verification," I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney or certified public accountant to deliver to the Company written confirmation of my status as an Accredited Investor based on my individual income or my joint income together with my spouse or Spousal Equivalent.

Net Worth Test:

My individual net worth, or my joint net worth together with my spouse or Spousal Equivalent, exceeds \$1,000,000.

For these purposes, "net worth" means the excess of:

- [] (2)
 - My total assets at fair market value (including all personal and real property, but excluding the estimated fair market value of my primary residence) minus
 - my total liabilities.

For these purposes, "liabilities" means:

- exclude any mortgage or other debt secured by my primary residence in an amount of up to the estimated fair market value of that residence; but include any mortgage or other debt secured by my primary residence in an amount in excess of the estimated fair market value of that residence.

For these purposes, "joint net worth" can be the aggregate net worth of you and your spouse or Spousal Equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard does not require that the securities be purchased jointly.

I confirm that my total individual liabilities, or my total joint liabilities together with my spouse or Spousal Equivalent, do not exceed \$_____. I represent that all liabilities necessary to determine my individual net worth, or my joint net worth together with my spouse or Spousal Equivalent, for the purpose of determining my status as an Accredited Investor are reflected in the dollar amount in the preceding sentence.

In addition, I confirm that I have not incurred any incremental mortgage or other debt secured by my primary residence in the 60 days preceding the date of this Letter, and I will not incur any incremental mortgage or other debt secured by my primary residence prior to the date of the closing for the sale of the Securities. I agree to promptly notify the Company if, between the date of this Letter and the date of the closing for the sale of the Securities, I incur any incremental mortgage or other debt secured by my primary residence. (NOTE: If the representation in the first sentence of this paragraph is untrue or becomes untrue prior to the date of the closing for the sale of the Securities, you may still be able to invest in the Securities. However, you must first contact the Company for additional instructions on how to calculate your net worth for purposes of this offering.)

(To support the representations in Part A(2) above, you must check box (a) or (b) below.)

I will deliver to the Company:

- (a) (i) Copies of bank statements, brokerage statements, other statements of securities holdings, certificates of deposit, tax assessments and/or appraisal reports issued by independent third parties that show my individual assets or my joint assets together with my spouse or Spousal Equivalent; and
- (a) (ii) A copy of a consumer credit report for me (or copies of consumer credit reports for me and my spouse or Spousal Equivalent) issued by TransUnion, EquiFax or Experian.

I understand that each document described in paragraphs (i) and (ii) above must be dated no earlier than three months prior to the date of the closing for the sale of the Securities. I understand that I may redact any of these documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm net worth.

OR

- (b) In accordance with the procedures described below under the heading "Independent Third-Party Verification," I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney or certified public accountant to deliver to the Company written confirmation of my status as an Accredited Investor based on my individual net worth or my joint net worth together with my spouse or Spousal Equivalent.

Company Insider:

- (3) I am a director or executive officer of the Company.

Existing securityholder from Rule 506(b) offering before September 23, 2013.

- (4) I am an existing securityholder of the Company and each of the following statements is true: (An investor using this Part A(4) must check all four of the boxes (a) through (d) below to qualify.)
 - (a) I have previously purchased securities issued by the Company in a Rule 506 offering as an Accredited Investor, and that offering was consummated before September 23, 2013;
 - (b) I continue to hold the Company securities purchased in that Rule 506 offering;
 - (c) I certify that I qualify as an Accredited Investor as of the date of this Letter; and
 - (d) I undertake to promptly notify the Company if I cease to qualify as an Accredited Investor at any time between the date of this Letter and the date of the closing for the sale of the Securities.

(5) **Professional Certifications, Designations and Other Credentials.**

I hold in good standing one or more of the following certifications, designations and/or credentials:

(a) Licensed General Securities Representative (Series 7);

(b) Licensed Investment Adviser Representative (Series 65); and/or

(c) Licensed Private Securities Offerings Representative (Series 82).

(6) **Knowledgeable Employee.**

I am a "knowledgeable employee" (as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940, as amended (the "Investment Company Act")) of the Company.

I am a LEGAL ENTITY that is:

B. *(An investor using this Part B must check at least one box below. NOTE: An investor that checks any of boxes B(1) through B(18) must contact the Company for additional instructions.)*

(1) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.

(2) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.

(3) An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 ("Advisers Act") or registered pursuant to the laws of a state.

(4) An investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the Advisers Act.

(5) An insurance company (as defined in Section 2(a)(13) of the Securities Act).

(6) An investment company registered under the Investment Company Act.

(7) A business development company as defined in Section 2(a)(48) of the Investment Company Act.

(8) A private business development company as defined in Section 202(a)(22) of the Advisers Act.

(9) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or 301(d) of the Small Business Investment Act of 1958.

(10) A Rural Business Investment Company (as defined in Section 384A of the Consolidated Farm and Rural Development Act).

(11) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000.

(12) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000.

- (13) An employee benefit plan within the meaning of the Employment Retirement Income Security Act of 1974 (the "ERISA") if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of the ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, the investment decisions are made solely by persons that are Accredited Investors.
- (14) A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a "sophisticated person" as described in Rule 506(b)(2)(ii) under the Securities Act.
- (15) An entity in which all of the equity owners are Accredited Investors. ***(NOTE: If box (12) is checked, each equity owner of the entity must individually complete and submit to the Company its own copy of this Letter.)***
- (16) An entity, of a type not listed above, not formed for the specific purpose of acquiring the Securities, owning "investments" (as defined in Rule 2a51-1(b) under the Investment Company Act) in excess of \$5,000,000.
- (17) A "family office" (as defined in Rule 202(a)(11)(G)-1 under the Advisers Act), (i) with assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the Securities, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment (a "Family Office").
- (18) A "family client" (as defined in Rule 202(a)(11)(G)-1 under the Advisers Act) of a Family Office whose prospective investment in the Company is directed by such Family Office pursuant to Part B(17)(iii) above.

INDEPENDENT THIRD-PARTY VERIFICATION

(NOTE: An investor should only complete this section if, in Part A(1)(c) or A(2)(b) above, you have agreed to arrange for a third party to deliver written confirmation of your status as an Accredited Investor.)

To verify my status as an Accredited Investor, I hereby request that the Company or its agent contact:

Name:

Firm name: _____

Email: _____

Telephone: _____

Address: _____

-
- registered broker-dealer
 SEC-registered investment adviser
 licensed attorney
 certified public accountant

(NOTE: You must check one of the boxes above. If none are applicable, then you may not rely on independent third-party verification and you must instead directly submit to the Company copies of the other supporting documentation described in Part A(1)(a), A(1)(b) or A(2)(a) above.)

I understand that the Company will send to the person or firm named above a Verification Letter substantially in the form attached as Annex A. I have informed the person named above that the Company will contact him or her to verify my status as an Accredited Investor and I hereby authorize the [Company/Placement Agent] and its agents to communicate with the person or firm named above to obtain such verification.

I understand that I am solely responsible for paying any fees charged by the person or firm named above in connection with verifying my status as an Accredited Investor.

SUPPORTING DOCUMENTATION

Within 30 days after the date that I submit this Letter to the Company, I will deliver to the Company, or arrange to have delivered to the Company on my behalf, all required supporting documentation.

All supporting documentation must be submitted to the Company either electronically, in PDF form, to info@archimedesoffspring.com or by mail or overnight service to 411 W 100th N, Unit 364, Providence, Utah 84332.

I understand that the Company [and the Placement Agent] may request additional supporting documentation from me in order to verify my status as an Accredited Investor and I hereby agree to promptly provide any such additional supporting documentation.

I further understand that, even if I complete and execute this Letter and provide all additional supporting documentation requested by the Company and the Company may in its sole discretion refuse to accept my subscription for the Securities reason or for no reason.

RELIANCE ON REPRESENTATIONS; INDEMNITY

I understand that the Company and its counsel are relying upon my representations in the Letter and upon the supporting documentation to be delivered by me or on my behalf in connection with the Letter (collectively, the "Investor Information"). In connection therewith, I agree to indemnify and hold harmless the Company, its directors, officers, shareholders, representatives and agents, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including [reasonable] attorneys' fees) arising out of

or based upon any misstatement or omission in the Investor Information or any failure by me to comply with any covenant or agreement made by me in the Investor Information.

SHARING OF INVESTOR INFORMATION

I understand and agree that, upon giving prior notice to me, the Company may present the Investor Information to such parties as it deems appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the Securities Act or (b) meets the requirements of applicable state securities laws; provided, however, that the Company need not give prior notice before presenting the Investor Information to its own legal, accounting and financial advisors.

INVESTOR'S SIGNATURE AND CONTACT INFORMATION

Date: _____
Name: _____
Signature: _____
Email address: _____
Mailing address: _____

Telephone number: _____

SPOUSE/SPOUSAL EQUIVALENT'S SIGNATURE AND CONTACT INFORMATION

(NOTE: The investor's spouse or Spousal Equivalent need only sign this letter if the investor is a natural person proving its accredited investor status based on joint income or joint net worth with the spouse or Spousal Equivalent under Part A(1)(a) or Part A(2)(a). A spouse or Spousal Equivalent who signs this letter makes all representations set out in this letter, including those relating to joint income or joint net worth, as applicable, on a joint and several basis.)

Date: _____
Name: _____
Signature: _____
Email address: _____
Mailing address: _____

Telephone number: _____

ANNEX A

FORM OF INDEPENDENT THIRD-PARTY VERIFICATION LETTER

DA VINCI INVENTION INVESTMENT FUND I
411 W 100TH N, UNIT 364
PROVIDENCE, UTAH 84332

[FIRM NAME OR INDIVIDUAL NAME OF INDEPENDENT THIRD-PARTY]
[ADDRESS FOR INDEPENDENT THIRD-PARTY]

Dear [Mr./Mrs.] [NAME]:

Your client, [NAME OF PROSPECTIVE INVESTOR] (the "Prospective Investor"), has asked us to contact you directly to request that you verify the Prospective Investor's status as an "accredited investor" (an "Accredited Investor") as that term is defined in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act"). We are requesting this verification to ensure that the Prospective Investor is eligible to participate in a placement of securities (the "Offering") by the Da Vinci Invention Investment Fund I, a Delaware corporation (the "Company") that is only open to Accredited Investors.

Based on representations made to us by the Prospective Investor, we understand that you are [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney/a certified public accountant]. We further understand that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth] (calculated pursuant to Rule 501(a) under the Securities Act), and that you have undertaken an independent analysis of the Prospective Investor's status as an Accredited Investor at least once during the three-month period preceding the date of this letter.

Kindly check box (a) or (b) below and complete the blank, as applicable:

(a) I am [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which I am admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of my residence or principal office]. I have taken reasonable steps to verify that the Prospective Investor is an Accredited Investor based on [his/her] [income/net worth] (whether individual or together with [his/her] spouse or spousal equivalent (as defined in Rule 501(j) under the Securities Act) and, based on those steps, I have determined that the Prospective Investor is an Accredited Investor.

The most recent date as of which I have made such determination is _____. To my knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead me to believe that the Prospective Investor has ceased to be an Accredited Investor. I acknowledge that the Company will rely on this letter in determining the Prospective Investor's eligibility to participate in the Offering and I consent to such reliance.

(b) I cannot confirm the Prospective Investor's status as an Accredited Investor.

Once completed, please sign below and submit a copy of the countersigned letter to the Company by (a) emailing it in PDF form to

The Da Vinci Invention Investment Fund I
411 W. 100th N., Unit 364
Providence, Utah 84332

or (b) mailing it to info@archimedesoffspring.com.

Sincerely,

DA VINCI INVENTION INVESTMENT FUND I

By: _____
Name: _____
Title: _____
Date: _____

COUNTERSIGNED:

[FIRM NAME]

By: _____
Name: _____
Title: _____
Date: _____

cc: [NAME OF PROSPECTIVE INVESTOR]

(NOTE: If you prefer to use a different form of documentation to confirm the Prospective Investor's status as an Accredited Investor, please submit your alternative form of verification to the Company using one of the methods listed in the last full paragraph above. Note that if you use a different form of verification, it must be signed and dated and include, at a minimum: (a) confirmation of your status as [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which you are admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of your residence or principal office]; (b) a statement that you have taken reasonable steps to verify that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth]; (c) a statement that, based on those steps, you have determined that the Prospective Investor is an Accredited Investor; (d) the date as of which you most recently made that determination; (e) a statement that, to your knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead you to believe that the Prospective Investor has ceased to be an Accredited Investor; and (f) an acknowledgement that the Company will rely on your letter in determining the Prospective Investor's eligibility to participate in the Offering and your consent to such reliance. The [Company reserves the right to reject any alternative form of verification letter in its sole discretion.]

EXHIBIT 1

RISK FACTORS

This offering involves a high degree of risk. You should carefully consider the risks and uncertainties described below before deciding to invest in the Purchased Shares. These risks and uncertainties are not the only ones facing the Company or the only ones that may adversely affect the business of the Company. If any of the following risks or uncertainties actually occurs, the Company's business, financial condition and operating results would likely suffer. In that event, the value of the Purchased Shares could decline and you could lose all or part of the money you paid to buy the Purchased Shares.

Risks Related to the Company's Business

Business Risks in General. The success of the Company will depend upon many factors, many of which are beyond the control of the managers of the business and cannot be predicted. The Company will be subject to all of the risks of operating a business which invests in, and then mentors and supports the development and commercialization of, inventions. Such businesses involve numerous risks, some of which are unpredictable and, for the most part, uncontrollable, including: (a) fluctuations in demand for the types of products represented by the inventions and the accompanying intellectual property (the "Products"); (b) changes in the general condition of the target economies, including inflation and unemployment levels, which may adversely affect demand for the Products; (c) changes in governmental laws and regulations such as residency, zoning and environmental controls; (d) changes in interest rates charged by lending institutions, which may adversely impact the ability of the Company to borrow funds if the same becomes necessary to the continued operation of the business; and (e) shortages or increased rates charged due to acts of God, labor disputes, unanticipated or unforeseeable delays, impact fees, tap-on or benefit fees, tax increases, economic conditions, permit changes, performance and payment bond requirements, water, sewer or electricity rates or availability. The following discussion provides examples of some of the significant risks inherent in the proposed business to be undertaken by the Company.

Industry Risks. The Company has what is known as a "two-sided market" business, servicing clients in both the inventing and investment industry. As such, with the exception of a few private competitors, the Company's business model is unique and, when the Company finally consummates its first "public offering" of any of its securities, will be the only company with the type of business model it has which is also a public company. No assurances can be given how retail investors will react to the Company's business model when such public offerings are first initiated nor whether or not retail investors will ultimately accept such model as a suitable model for their investments and investment needs. Moreover, with respect to the Products, consumer tastes and preferences could change, new alternative products could be developed, all of which could affect consumer demand for the Products and the resulting revenues that the Company would lose as a result of the invention and its related intellectual property no longer being attractive to the manufacturers of the Products.

Government Regulation. The Company's products constitute "investment products" and as such are potentially subject to significant regulation by both state and federal securities authorities. Noncompliance with such regulations could significantly adversely affect the Company's ability to operate.

Supply Shortages. Shortages of supplies, materials, labor, transportation, or other items required for the operation of the Company could adversely affect the operations of the Company. Such shortages can be created by acts of God, labor disputes, unanticipated or unforeseeable delays, or any other reasons outside of the Company's control. Many aspects of the Company's operations could face increases in costs, thereby reducing the overall profitability of the Company.

Insurance. The Company will carry comprehensive liability, fire, and extended coverage insurance with respect to the Property, with policy specifications, insured limits and deductibles customarily carried for similar businesses. There are, however, certain types of losses that are not generally insured because they are either uninsurable or not economically insurable. Should an uninsured loss or a loss in excess of insured limits occur, the Company could lose capital invested, as well as the anticipated future revenue from operations. Any such loss would adversely affect the financial conditions and results of the Company.

Product Liability. Because, as a general rule, the Products marketed to the general public which are covered by the Company's inventions and related intellectual property contribute to the design and functionality of the Products, if and when such Products fail, the Company, in its role as a partial owner of such design property could become subject to potential liability to consumers for any defect in the Products. Any such claims could jeopardize the ability of the Company to continue to operate.

Competition. There are numerous companies that compete with the Company in both of its two-sided markets.

Dependence on Key Personnel. The Company's success will depend on its retention of its President and Chief Executive Officer, Rita Crompton. The inability to retain Ms. Crompton, as well as other key personnel will have a material adverse effect on the Company's results of operations, business and financial condition.

Lack of Control by Members. Generally, AOS Management LLC, a Utah limited liability company (the "Manager"), has, subject to overall supervision by the Company's Board of Directors, exclusive discretion and complete responsibility in the management and control of the Company and, after approval by the Company's Board of Directors in each case, the investment and use of funds received by the Company from investors or otherwise. No person or entity (other than the Manager) has authority to transact business for, or participate in the management of, the Company. The benefits of an investment in the Company depend significantly on the ability of the Manager to manage the Company. Should the Manager be unable to perform these functions satisfactorily, this would have a material adverse effect on the Company's business, operating results and financial condition.

Risks Related to the Purchased Shares

Value of the Purchased Shares. The Purchased Shares are not traded on any public or private market. The Manager has determined the value of the Purchased Shares, and the value placed upon them may not indicate the true value or indicate the price at which the Purchased Shares would be traded if a market existed and the Purchased Shares were freely tradable.

Dilution of the Share Value. The Company may need to acquire additional sources of funds in the form of debt, equity, or a combination of both. Such future fundraising efforts may result in an immediate and substantial net book value dilution per share of the Company's stock, including the Purchased Shares, or a decline in an investor's percentage ownership in the Company.

Illiquidity of the Purchased Shares. The Purchased Shares will not be registered under federal or state securities laws, and cannot be resold unless they are later registered under such laws or unless an exemption from registration is available. An investor should not expect to be able to sell the Purchased Shares or otherwise liquidate his or her investment even in an emergency or should circumstances change. Even if such a sale were possible, an investor may have to sell his or her Purchased Shares for less than he or she paid. An investor must be prepared to bear the economic risk of holding the Purchased Shares for an indefinite period of time.

Financial Projections. The financial projections contained in the Company Information are based on the Manager's projections based on certain assumptions. No third parties, including the Company's accountants, have expressed an opinion or any other form of assurance on the financial projections. The Company believes that these assumptions are reasonable based on the information currently available to it. However, because unanticipated events and circumstances are likely to occur, there can be no assurance that these projections will be realized. Actual results achieved during the periods covered by the projections will vary, and the variations may be material and adverse to the Company. The projections in the Company Information are for illustrative purposes only and should not be relied upon by prospective investors as representations of predicted results.

Federal Income Tax Risks. The federal income tax aspects of an investment in the Company are complex and their impact may vary depending on an investor's individual circumstances. The Company does not intend to seek any advance ruling from the IRS on any tax issue, nor does the Company intend to seek any opinion of counsel regarding the tax aspects associated with the Company or its operations or the potential tax impact of an investment in the Company by an Investor. Each potential investor must consult his or her own tax advisor regarding the tax consequences (including federal and state income tax consequences) of investing in the Company, with specific reference to his or her own tax situation.

In addition to the above risk factors, businesses are often subject to risks not foreseeable or fully appreciated by their management. In reviewing the Company Information, you should keep in mind these risks and independently evaluate these risks and other factors or other possible risks that could negatively influence the results of the Company's operation or the value of any investment.

Forward-Looking Statements

The Company Information contains forward-looking statements that involve risks and uncertainties, many of which are beyond the control of the Manager and/or its principals. These statements relate to future events or the Company's future financial performance. All statements, other than statements of historical facts included in the Company Information, regarding strategy, future operations, financial position, estimated revenue or losses, projected costs, prospects, plans and objectives of management are forward-looking statements. In some instances, an investor can identify forward-looking statements by terminology including "may," "could," "should," "will," "expect," "plan," "intend," "believe," "anticipate," "predict," "continue," "potential," or "opportunity," the negative of these terms or other comparable terms.

Forward-looking statements in the Company Information are only predictions. Actual events or results may differ materially. In evaluating these statements, an investor should specifically consider various factors, including the risks described above and in any other parts of the Company Information. These factors may cause actual results to differ materially from any forward-looking statement. The Company Information also contains forward-looking statements attributed to third parties relating to their estimates regarding the growth of certain markets.

Although the Manager believes that the expectations reflected in the forward-looking statements are reasonable, the Manager cannot and does not guarantee future results, performance or achievements. All forward-looking statements speak only as of the date of the Company Information. The Manager is under no duty to update any of the forward-looking statements after the date of any Company Information to conform them to actual results or to changes in the Manager's expectations.

EXHIBIT 2

**Term Sheet
(copy attached)**

COVER PAGE FOR TERM SHEET

SEC Required Disclosures

- The offering of securities described in the attached Term Sheet is being made pursuant to, and in compliance with, Rules 501, 502, 503 and 506(c) of Regulation D under the Securities Act of 1933, as amended.**
- Prior to the “Initial Closing” (as such term is defined in the attached Term Sheet), no offer to buy securities can be accepted and no part of the purchase price can be received. At the time of the Initial Closing, such offers to buy can be accepted and the purchase price can be received.**
- Any indication of interest you may express in learning more about the potential offering of securities involves no obligation or commitment of any kind on your part.**

**MEMORANDUM OF TERMS FOR THE PRIVATE PLACEMENT OF
SERIES A PREFERRED STOCK OF
DA VINCI INVENTION INVESTMENT FUND I**

(PURSUANT TO RULE 506(c) OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED)

THIS TERM SHEET SUMMARIZES THE PRINCIPAL TERMS OF THE PROPOSED FINANCING OF DA VINCI INVENTION INVESTMENT FUND I, A DELAWARE CORPORATION (“COMPANY”). THIS TERM SHEET IS FOR DISCUSSION PURPOSES ONLY; THERE IS NO OBLIGATION ON THE PART OF ANY NEGOTIATING PARTY UNTIL A DEFINITIVE SUBSCRIPTION OR OTHER FORM OF STOCK PURCHASE AGREEMENT IS SIGNED BY THE PARTIES THERETO. THE TRANSACTIONS CONTEMPLATED BY THIS TERM SHEET ARE SUBJECT TO THE SATISFACTORY COMPLETION OF DUE DILIGENCE BY THE PARTIES. THIS TERM SHEET DOES NOT CONSTITUTE EITHER AN OFFER TO SELL OR AN OFFER TO PURCHASE SECURITIES.

Amount to be Raised: \$1,070,000.00.

Type of Security: Series A Preferred Stock (“Series A Preferred”).

Number of Shares: 200,000 shares.

Investor Type: Accredited investors only¹

Closing Date: The initial closing of the sale of the Series A Preferred (the “Initial Closing”) will be on or before March 31, 2021, subject to a minimum sale of 100,000 shares. Subsequent sales may occur within 180 days of the Initial Closing until a maximum of 200,000 shares have been sold.

Post-Financing Capitalization:

<u>Class</u>	<u>Shares Outstanding</u>	<u>Percent</u>
Common Stock ²	0	0.00%
Series A Preferred Stock	200,000	32.26%
Series A Warrants	40,000	6.45%
Series B Preferred Stock	<u>380,000</u>	<u>61.29%</u>
Total	<u>620,000</u>	<u>100.0%</u>

¹ Pursuant to the terms of Rule 506(c) under Regulation D (i.e., the exemption upon which the Company is relying in the proposed offering in order to avoid having to register the Series A Preferred under the Securities Act of 1933, as amended), only previously-verified “accredited investors” (as such term is defined in Rule 501(a) under Regulation D) may participate in this offering.

² The remaining shares of the Company’s authorized capital are held in the Company’s treasury and will be used in the future to cover (i) future conversions of both the Series A and Series B Preferred Stock, (ii) issuance of future common or preferred stock (TBD) in connection with the exercise by the holders of the Series A Warrants of such warrants in connection with a proposed future securities offering by the Company and (iii) issuance of additional shares of stock to members of the general public in connection with future securities offerings by the Company.

***Rights, Preferences and
Restrictions of Preferred Stock:***

Dividends: The holders of Series A Preferred will be entitled to receive noncumulative dividends in preference to the holders of the Series B Preferred Stock and the holders of the Common Stock at least equal to two times the original purchase price paid for each such share by the original holder thereof from legally available funds and when, as and if declared by the Board of Directors.

Liquidation Preference: In the event of any liquidation, dissolution or winding up of the Company, the holders of Series A Preferred Stock will be entitled to receive in preference to the holders of the Series B Preferred Stock and the holders of the Common Stock (if any such shares of Common Stock are issued and outstanding at such time), the amount of \$10.70 per share plus declared and unpaid dividends, if any (the “Initial Payment”). After the Initial Payment has been made, the holders of Series A Preferred, the holders of the Series B Preferred Stock (the Series A Preferred and the Series B Preferred Stock being hereinafter collectively referred to as the “Preferred Stock”) and the holders of the Common Stock (if any such shares of Common Stock are issued and outstanding at such time) shall participate ratably in the remaining assets. A sale, conveyance or other disposition of all or substantially all of the property or business of the Company, or a merger or consolidation with or into any other corporation (collectively, an “Acquisition” of the Company), other than (i) a consolidation with a wholly-owned subsidiary of the Company; (ii) a merger effected exclusively to change the domicile of the Company, or (iii) an equity financing in which the Company is the surviving corporation, will be deemed to be a liquidation for purposes of the liquidation preference.

Redemption: The Series A Preferred may be redeemed, at the option of the Company, upon the payment to the Series A Preferred Stock of (i) if such redemption occurs in the first two years of operation of the Company, at a redemption price equal to five times the amount of the original purchase price paid for such shares, and (ii) if such redemption occurs in the third to fifth year after commencement of the Company’s operations, at a redemption price equal to ten times the amount of the original purchase price paid for such shares. After the fifth anniversary of the date of

commencement of the operations by the Company, such right of redemption shall cease and be of no further force or effect.

Voluntary Conversion: Each holder of Preferred Stock will have the right, at the option of the holder at any time, to convert shares of Preferred Stock into shares of Common Stock at the initial conversion ratio specified in Section 4.1.1 of the Company's Amended and Restated Certificate of Incorporation .

Automatic Conversion: The Preferred Stock will be automatically converted into Common Stock, at the then applicable conversion rate, in the event of either (i) the election of holders of a majority of the then outstanding Preferred Stock, voting together as a class, or (ii) the closing of an underwritten initial public offering of the Company's Common Stock made (A) in a Registration Statement filed with the Securities and Exchange Commission pursuant to Section 5 of the Securities Act of 1933, as amended (an "IPO"), or (B) pursuant to Regulation A under the Securities Act of 1933, as amended, resulting in at least \$20 million of gross proceeds to the Corporation, with aggregate proceeds of at least \$7.5 million and at a public offering price of at least \$7.50 per share.

Antidilution Provisions: To protect the Series A Preferred Stock holders against dilution, the following antidilution provisions have been included in the Corporation's Amended and Restated Certificate of Incorporation: (i) The conversion price of the Preferred Stock will be subject to proportional adjustment for (A) stock splits, stock dividends, reverse stock splits or similar transactions; and (B) corporate recapitalizations.

Voting Rights: The holder of a share of Preferred Stock will be entitled to that number of votes on all matters presented to stockholders equal to the number of shares of Common Stock then issuable upon conversion of such share of Preferred Stock.

Protective Provisions: Without the approval of the holders of at least a majority of the Series A Preferred, the Company will not take any action that (i) effects a sale of all or substantially all of the Company's assets or which results in the holders of the Company's capital stock prior to the transaction owning less than 50% of the voting power of the Company's capital

stock after the transaction other than an equity financing in which the Company is the surviving corporation, (ii) alters or changes the rights, preferences or privileges of the Series A Preferred so as to materially and adversely affect such shares, (iii) increases or decreases in the number of authorized shares of Series A Preferred (other than pursuant to stock splits, stock dividends, or similar transactions in which the percentage ownership in the Company by the holders of the Series A Preferred after such increase or decrease remains unchanged), (iv) authorizes the issuance of securities having a preference over the Series A Preferred, (v) changes the number of directors or (vi) amends the Certificate or Bylaws of the Company in a manner which materially adversely affects the holders of the Series A Preferred.

Registration Rights:

Registrable Securities: All shares of Common Stock issuable upon conversion of the Series A Preferred shall be deemed “Registrable Securities.”

Demand Registration: Beginning two years after the Initial Closing, or six months after the IPO, whichever is earlier, the holders of Registrable Securities may demand registration of at least \$3 million worth of their shares, upon initiation by holders of 51% of the Registrable Securities.

Piggyback Registration Rights: The holders of the shares of the Registrable Securities shall have unlimited piggyback registration rights, subject to (i) pro rata cutback to a minimum of 10% of the offering, and, (ii) complete cutbacks on an IPO, if so required by the underwriter retained for such offering in the exercise by such underwriter of its discretion.

Registration on Form S-3: The holders of at least 51% of the Registrable Securities will have the right to require the Company to register on Form S-3, if available for use by the Company, shares of Registrable Securities for an aggregate offering price of at least \$1,500,000. The Company will not be obligated to effect more than two S-3 registration statement in any twelve-month period. There shall be a limit of a total of 4 such S-3 registrations.

Registration Expenses: Registration expenses (exclusive of underwriting discounts and commissions, stock transfer taxes and fees of counsel to the selling stockholders) will be borne by the Company for all demand, piggyback and S-3 registrations.

Assignment of Registration Rights: The registration rights may be transferred to a transferee who acquires all of the shares of the original purchaser's Registrable Securities, provided that the Company is given prompt notice of the transfer and the transferee agrees to be bound by the terms and conditions to which the holders of such Registrable Securities were previously bound.

Lock-up Agreement: In connection with the IPO, each holder of registration rights will be required not to sell or otherwise dispose of any securities of the Company (except for those securities being registered) for a period of 180 days following the effective date of the registration statement for such offering if so requested by the underwriters of such offering. In addition, each holder of registration rights will agree to be bound by similar restrictions, and be bound by similar agreements, with respect to one additional registration statement filed within 12 months after the IPO, provided that the duration of the lock-up with respect to such additional registration shall not exceed 90 days.

Termination of Registration Rights: The registration obligations of the Company will terminate on the earlier of (i) one year after the IPO, (ii) with respect to any holder of registration rights, at such time as all Registrable Securities of such holder may be sold within a three-month period pursuant to Rule 144 or (iii) upon an Acquisition of the Company.

Information Rights:

So long as a holder of Series A Preferred continues to hold shares of Series A Preferred or Common Stock issued upon conversion of Series A Preferred, the Company will deliver to such holder annual, quarterly and monthly financial statements as well as an annual budget. The obligation of the Company to furnish such information will terminate at such time as the Company (i) consummates an IPO, (ii) becomes subject to the reporting provisions of the Securities Exchange Act of 1934, as amended, or (iii) upon an Acquisition of the Company.

Board of Directors:

After expiration of the initial terms of each of the initially-appointed members of the Company's Board of Directors, and for so long thereafter as shares of Series A Preferred shall remain outstanding, the holders of the Series A Preferred, voting together as a single class, shall be entitled to elect two members of the Company's Board of Directors, and the remaining members will be elected by

the holders of all the Preferred Stock and the holders of all the Common Stock voting together as a class. At the time of the Initial Closing, the Board of Directors of the Company shall consist of five directors, all of whom shall have been appointed by the sole stockholder of the Company prior to the Initial Closing.

Purchase Agreement:

The sale of the Series A Preferred will be made pursuant to a subscription or other form of stock purchase agreement reasonably acceptable to the Company and to the proposed investors in such Series A Preferred Stock offering. Such agreement will contain, among other things, appropriate representations and warranties of the Company and the investors, and covenants of the Company reflecting the provisions set forth in this term sheet, which provisions will be incorporated into such subscription or other form of stock purchase agreement by express reference therein to this Term Sheet and the provisions hereof.