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HYPERSCIENCES, INC.
SERIES A PREFERRED RESTRICTED STOCK PURCHASE AGREEMENT

Regulation D – Rule 506(c) Offering

This Series A Preferred Restricted Stock Purchase Agreement (this "***Agreement***") is made as of 5/23/2019 by and among HyperSciences, Inc., a Delaware corporation (the "***Company***") and the investors listed on Exhibit A attached to this Agreement (each a "***Purchaser***" and together the "***Purchasers***").

The parties hereby agree as follows.

1. PURCHASE AND SALE OF PREFERRED STOCK.

1.1 Sale and Issuance of Series A Preferred Stock.

1.1.1 The Company has already adopted and filed with the Secretary of State of the State of Delaware on or before the Closing (as defined below) the Amended & Restated Certificate of Incorporation in substantially the form of Exhibit B attached to this Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "***Restated Certificate***"). The Company has sold Series A Preferred Stock in an amount equal $9,209,410.56 in an exempt offering under Regulation A (the "***Reg. A Offering***") and now desires to sell additional Series A Preferred Stock only to accredited investors pursuant to an exemption under Regulation D Rule 506(c) in an amount equal to $1,250,000.00 (the "***Reg. D Offering***").

1.1.2 Subject to the terms and conditions of this Agreement, each Purchaser agrees to purchase at the Closing and the Company agrees to sell and issue to each Purchaser at the Closing that number of shares of Series A Preferred Stock, $0.0001 par value per share, set forth opposite each Purchaser's name on Exhibit A (the "***Shares***"), at a purchase price of $3.84 per share (the "***Price***").

1.2 Closing; Delivery.

1.2.1 The purchase and sale of the Shares shall take place remotely via the exchange of documents and signatures at such time and place as the Company and the Purchasers agree upon, orally or in writing (which time and place are designated as the "***Closing***").

1.2.2 *For any investments facilitated by SI Securities, LLC.* Payment for the Shares shall be received by SI Securities, LLC from each Purchaser by ACH electronic transfer, wire transfer of immediately available funds, or other means approved by the Company, prior to June 28, 2019, in the amount of the Purchaser's subscription. Tendered funds will be promptly sent to The Bryn Mawr Trust Company of Delaware (the "Escrow Agent") and remain in escrow until all closing conditions (as determined by the Company and SI Securities, LLC) have been met. In the event any closing conditions have not been met by the Offering End Date, any money tendered by Purchasers will be promptly returned by the Escrow Agent.

1.2.3 After the Closing, the Company may effect one or more closings (each an "***Additional Closing***") with other investors (the "***New Purchasers***"), at the Price, until the earlier to occur of (i) the total amount of Series A Preferred Stock sold in the Reg. D Offering equals an amount equal to an aggregate of $1,250,000.00 or (ii) the Board of Directors of the Company decides to cease the Reg. D Offering (the "***Additional Closing Period***"), without obtaining the signature, consent or permission of any of the Purchasers. New Purchasers may include persons or entities who are already Purchasers under this

Agreement. The Company and the New Purchasers purchasing Shares at each Additional Closing will execute counterpart signature pages to (x) that certain Investors' Rights Agreement by and among the Company and the Series A Preferred Stock Purchasers dated as of the date of the Closing in the form of Exhibit C attached hereto, (y) that certain Voting Agreement among the Company and certain shareholders of the Company dated as of the date of the Closing in the form of Exhibit D attached hereto, and (z) that certain Right of First Refusal and Co-Sale Agreement by and among the Company and the Series A Preferred Stock Purchasers dated as of the date of the Closing in the form of Exhibit E attached hereto, and (respectively, the "***Investors' Rights Agreement***", the "***Voting Agreement***", the ***"Right of First Refusal and Co-Sale Agreement"*** and together with this Agreement, the "***Transaction Agreements***"), and such New Purchasers will, upon delivery to the Company of such signature pages, become parties to, and bound by, the Transaction Agreements, each to the same extent as if they had been Purchasers at the Closing. Purchaser's participation in the Closing or an Additional Closing is subject to reasonable verification of Purchaser's status as an "Accredited Investor" as defined in **Section 3.8**, including (1) providing third-party verification, such as an opinion letter from a legal or financial professional; (2) providing evidence of annual income and indebtedness; or (3) providing such other documentation as required by applicable state and federal laws or regulations.

1.2.4 At the Closing and each Additional Closing, the Company shall enter Purchaser into the books and records of the Company and verified by VStock Transfer, LLC (the "Transfer Agent") as the holder of record of the Shares being purchased by such Purchaser at the Closing and such Additional Closing, as applicable, against payment of the purchase price therefor by check payable to the Company, by wire transfer to a bank account designated by the Company, by cancellation or conversion of indebtedness of the Company to Purchaser or by any combination of such methods. Promptly following the Closing and each Additional Closing, Company shall deliver to each Purchaser a certificate representing the Shares purchased by such Purchaser at the Closing or such Additional Closing.

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

2.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized and validly existing under the laws of the State of Delaware and has all corporate power and corporate authority required (a) to carry on its business as presently conducted and as presently proposed to be conducted and (b) to execute, deliver and perform its obligations under the Transaction Agreements. The Company is duly qualified to transact business as a foreign corporation and is in good standing under the laws of each jurisdiction in which the failure to so qualify would have a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, or results of operations of the Company (a "***Material Adverse Effect***").

2.2 Capitalization. The authorized capital of the Company consists, immediately prior to the Closing (unless otherwise noted), of the following.

2.2.1 15,000,000 shares of the common stock of the Company, $0.0001 par value per share (the "***Common Stock***"), (a) 5,397,727 shares of which are issued and outstanding immediately prior to the Closing. All of the outstanding shares of Common Stock are duly authorized, validly issued, fully paid and nonassessable and were issued in material compliance with all applicable federal and state securities laws.

2.2.2 4,050,000 shares of the preferred stock of the Company, $0.0001 par value per share (the "***Preferred Stock***"), (a) 2,398,284 shares of which are issued and outstanding immediately prior to the Closing. All of the outstanding shares of Series A Preferred Stock are duly authorized, validly

issued, fully paid and nonassessable and were issued in material compliance with all applicable federal and state securities laws.

2.2.3 The Company has (a) granted stock options to officers, directors, employees, advisors and consultants of the Company pursuant to an equity incentive plan that was duly adopted by the Board of Directors of the Company (the "***Board***") and approved by the Company shareholders (the "***Stock Plan***") for the purchase of 589,774 shares of Common Stock, (b) committed to issue an additional number of options to purchase shares of Common Stock from the Stock Plan in an amount of approximately 225,000 shares, which the Company anticipates granting around the time of the Closing or the Additional Closing Period, (c) committed to issue approximately $45,600.00 worth of Common Stock to the Company's accounting firm Fruci & Associates, PS for payment of outstanding invoices, which the Company anticipates issuing from the Stock Plan around the time of the Closing or the Additional Closing Period (d) issued warrants to purchase 21,461 shares of Common Stock, (e) reserved a total of 1,500,000 shares of Common Stock for future issuance under the Stock Plan, and (f) issued promissory notes that are currently unpaid and outstanding in the amount of approximately $3,100,000.00 in principal plus accrued interest as of March 31, 2019, which currently carry no contractual right of conversion but for which the Company intends to negotiate a conversion to preferred and/or common stock in the Company with noteholders around the same time as the Closing or the Additional Closing Period. Those Series A Preferred stockholders owning equal to or greater than 13,021 shares of Series A Preferred Stock have certain pro-rata participation rights in the Reg. D Offering as described in the Investors' Rights Agreement. Except as set forth in this Section 2.2.3, there are no outstanding preemptive rights, options, warrants, conversion privileges or rights (including but not limited to rights of first refusal or similar rights), orally or in writing, to purchase or acquire any securities from the Company including, without limitation, any shares of Common Stock, or Preferred Stock, or any securities convertible into or exchangeable or exercisable for shares of Common Stock or Preferred Stock, except for (a) the conversion privileges of the Shares to be issued under this Agreement pursuant to the terms of the Restated Certificate, and (b) the securities and rights described in **Section 2.2.1** of this Agreement.

2.3 **Authorization**. All corporate action has been taken, or will be taken prior to the Closing, on the part of the Board and shareholders that is necessary for the authorization, execution and delivery of the Transaction Agreements by the Company and the performance by the Company of the obligations to be performed by the Company as of the date hereof under the Transaction Agreements. The Transaction Agreements, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.4 **Valid Issuance of Shares**. The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be duly authorized, validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. Based in part on the accuracy of the representations of the Purchasers in **Section 3** of this Agreement and subject to filings pursuant to Regulation D of the Securities Act of 1933, as amended (the "***Securities Act***"), and applicable state securities laws, the offer, sale and issuance of the Shares to be issued pursuant to and in conformity with the terms of this Agreement and the issuance of the Common Stock, if any, to be issued upon conversion thereof for no additional consideration and pursuant to the Restated Certificate, will be issued in compliance with all applicable federal and state securities laws. The Common Stock issuable upon conversion of the Shares has been duly reserved for issuance, and upon issuance in accordance with the terms of the Restated Certificate, will be

duly authorized, validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable federal and state securities laws and liens or encumbrances created by or imposed by a Purchaser. Based in part upon the representations of the Purchasers in **Section 3** of this Agreement, and subject to filings pursuant to Regulation D of the Securities Act and applicable state securities laws, the Common Stock issuable upon conversion of the Shares will be issued in compliance with all applicable federal and state securities laws.

2.5 **Litigation**. There is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company that could, if determined adverse to the Company, would have a Material Adverse Effect.

2.6 **Intellectual Property**. To the Company's knowledge (without having conducted any special investigation or patent search), the Company owns or possesses or can obtain on commercially reasonable terms sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses (software or otherwise), information, processes and similar proprietary rights ("***Intellectual Property***") necessary to the business of the Company as presently conducted or proposed to be conducted, the lack of which could reasonably be expected to have a Material Adverse Effect. Except for agreements with its own employees or consultants, standard end-user license agreements, support/maintenance agreements and agreements entered in the ordinary course of the Company's business, and the agreements attached hereto within **Schedule A**, there are no outstanding options, licenses or agreements relating to the Intellectual Property, and the Company is not bound by or a party to any options, licenses or agreements with respect to the Intellectual Property of any other person or entity. The Company has not received any written communication alleging that the Company has violated any of the Intellectual Property of any other person or entity.

2.7 **Employee and Consultant Matters**. Each current employee, consultant and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information. To the Company's knowledge, no such service providers are in violation of such agreement. To the Company's knowledge, none of its employees are obligated under any judgment, decree, contract, covenant or agreement that would materially interfere with such employee's ability to promote the interest of the Company or that would interfere with such employee's ability to promote the interests of the Company or that would conflict with the Company's business.

2.8 **Compliance with Other Instruments**. The Company is not in violation or default (a) of any material provisions of the Restated Certificate or Bylaws, (b) of any judgment, order, writ or decree of any court or governmental entity, or (c) to its knowledge, of any provision of federal or state statute, rule or regulation materially applicable to the Company, which would have a Material Adverse Effect. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated by the Transaction Agreements will not result in any such material violation or default, or constitute, with or without the passage of time and giving of notice, either (i) a default under any such judgment, order, writ, decree, agreement, instrument, contract, lease, note, indenture, mortgage or purchase order or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company, which would have a Material Adverse Effect.

2.9 **Title to Property and Assets**. The Company owns its properties and assets free and clear of all mortgages, deeds of trust, liens, encumbrances and security interests, except for statutory liens for the payment of current taxes that are not yet delinquent and liens, encumbrances and security

interests which arise in the ordinary course of business and which do not affect material properties and assets of the Company, and security interests granted to banks and lenders to secure loans to the Company, which loans are reflected in the Company's financial statements. With respect to the property and assets it leases, the Company is in material compliance with each such lease.

2.10 **Agreements**. To the Company's knowledge, the Company is not in material breach of any agreements or contracts to which the Company is a party and that are material to the business (each, a "***Material Agreement***") and each Material Agreement is in full force and effect and is enforceable by the Company in accordance with its respective terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or others laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) the effect of rules of law governing the availability of equitable remedies.

2.11 **No "Bad Actor" Disqualification**. The Company has exercised reasonable care, in accordance with SEC rules and guidance, to determine whether any Covered Person (as defined below) is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act ("***Disqualification Events***"). To the Company's knowledge, no Covered Person is subject to a Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the Securities Act. The Company has complied, to the extent applicable, with any disclosure obligations under Rule 506(e) under the Securities Act. "***Covered Persons***" are those persons specified in Rule 506(d)(1) under the Securities Act, including the Company; any predecessor or affiliate of the Company; any director, executive officer, other officer participating in the offering, general partner or managing member of the Company; any beneficial owner of twenty percent (20%) or more of the Company's outstanding voting equity securities, calculated on the basis of voting power; any promoter (as defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of the sale of the Shares; and any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Shares (a "***Solicitor***"), any general partner or managing member of any Solicitor, and any director, executive officer or other officer participating in the offering of any Solicitor or general partner or managing member of any Solicitor.

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

3.1 **Authorization**. The Purchaser has full power and authority to enter into the Transaction Agreements. The Transaction Agreements to which such Purchaser is a party, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) the effect of rules of law governing the availability of equitable remedies.

3.2 **Purchase Entirely for Own Account**. This Agreement is made with the Purchaser in reliance upon the Purchaser's representations to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Shares to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Shares. The Purchaser has not been formed for the specific purpose of acquiring the Shares.

3.3 Access to Information. The Purchaser has had an opportunity to ask questions of, and receive answers from, the officers of the Company concerning the Transaction Agreements, the exhibits and schedules attached hereto and thereto and the transactions contemplated by the Transaction Agreements, as well as the Company's business, management and financial affairs, which questions were answered to its satisfaction. The Purchaser believes that it has received all the information the Purchaser considers necessary or appropriate for deciding whether to purchase the Shares. The Purchaser acknowledges that any business plans prepared by the Company have been, and continue to be, subject to change and that any projections included in such business plans or otherwise are necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the projections will not materialize or will vary significantly from actual results. The Purchaser understands and acknowledges that an investment in the Company is highly speculative and involves substantial risks. The Purchaser also acknowledges that it is relying solely on its own counsel and not on any statements or representations of the Company or its agents for legal advice with respect to this investment or the transactions contemplated by the Agreements.

3.4 Restricted Securities. The Purchaser understands that the Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Shares are "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Shares, or the Common Stock into which it may be converted, for resale except as set forth in the Investors' Rights Agreement. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

3.5 Risk Factors. EACH PURCHASER RECOGNIZES THAT THE SHARES AS AN INVESTMENT ARE HIGHLY SPECULATIVE, ILLIQUID, AND INVOLVE A HIGH DEGREE OF RISK, INCLUDING THE RISK OF PURCHASER LOSING ALL OR A SUBSTANTIAL PORTION OF PURCHASER'S INVESTMENT IN THE SHARES. Without limiting the foregoing, Purchaser acknowledges that:

3.5.1 The Company's prospects must be considered in light of the risks, expenses and difficulties frequently encountered by companies in an early stage of development, including but not limited to, developing and expanding the Company's products and distribution channels, increasing and diversifying the Company's prospective customer base, protecting and defending the Company's intellectual property rights, and managing growth. There can be no assurance that the Company will be successful in addressing such risks, and the failure to do so could have a material adverse effect on the Company's business, prospects, financial condition and results of operations.

3.5.2 The Company faces competition from larger competitors, including established businesses in the conventional drilling, mining, tunneling, and geothermal industries. Most of the Company's competitors have significantly greater financial, marketing and other resources than the Company and have greater name recognition and a larger customer base. These competitors may be able to respond more quickly and with greater resources to new or changing opportunities and may be able to exert pricing pressure on the Company. The Company may not be able to compete effectively with current or future competitors and competitive pressures faced by us may harm our business.

3.5.3 The Company believes that it will require additional equity capital to fund the Company's anticipated activities and development plans and the Company's cash requirements may vary materially from those now planned. There can be no assurance that adequate funds will be available to the Company in sufficient amounts, when needed or on terms acceptable to the Company. The Company's inability to raise additional capital in sufficient amounts or on terms acceptable to the Company could have a significant negative impact on the Company's business and operations.

3.6 **No Public Market**. The Purchaser understands that no public market now exists for the Shares, and that the Company has made no assurances that a public market will ever exist for the Shares.

3.7 **Legends**. The Purchaser understands that the Shares and any securities issued in respect of or exchange for the Shares, may bear any one or more of the following legends: (a) any legend set forth in, or required by, the other Transaction Agreements; (b) any legend required by the securities laws of any state to the extent such laws are applicable to the Shares represented by the certificate so legended; and (c) the following legend:

> *"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS."*

3.8 **Accredited and Sophisticated Investor**. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser is an investor in securities of companies in the development stage and acknowledges that Purchaser is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Shares. If other than an individual, Purchaser also represents it has not been organized for the purpose of acquiring the Shares. The Purchaser shall provide such information as may be required by the Company to confirm the Purchaser's status as an accredited investor.

3.9 **Exculpation Among Purchasers**. The Purchaser acknowledges that it is not relying upon any person, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. The Purchaser agrees that neither any Purchaser nor the respective controlling persons, officers, directors, partners, agents, or employees of any Purchaser shall be liable to any other Purchaser for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the Shares.

3.10 **Residence**. If the Purchaser is an individual, then the Purchaser resides in the state identified in the address of the Purchaser set forth on Exhibit A; if the Purchaser is a partnership, corporation, limited liability company or other entity, then the office or offices of the Purchaser in which its principal place of business is identified in the address or addresses of the Purchaser set forth on Exhibit A.

4. GENERAL PROVISIONS.

4.1 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

4.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

4.3 Counterparts; Facsimile. This Agreement may be executed and delivered by facsimile or PDF signature and in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

4.5 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page or Exhibit A, or to such address or facsimile number as subsequently modified by written notice given in accordance with this **Section 4.5**. If notice is given to the Company, it shall be sent to 1314 S. Grand Blvd., Suite 2-133, Spokane, WA 99202, Attention: CEO and a copy (which shall not constitute notice) shall also be sent to Lee & Hayes, PC, 601 West Riverside Avenue, Suite 1400, Spokane, Washington 99201, Attention: Daniel Wadkins.

4.6 No Finder's Fees. Except with regard to certain fees and commissions payable to SI Securities, LLC, each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which each Purchaser or any of its officers, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless each Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

4.7 Attorneys' Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of any of the Transaction Agreements, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of the Agreement.

4.8 Amendments and Waivers. Except as specified in **Section 1.2.3**, any term of this Agreement may be amended, terminated or waived only with the written consent of the Company and the

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holders of a majority of the then-outstanding Shares (or Common Stock issued on conversion thereof). Any amendment or waiver effected in accordance with this **Section 4.8** shall be binding upon the Purchasers and each transferee of the Shares (or the Common Stock issuable upon conversion thereof), each future holder of all such securities, and the Company. Each Purchaser acknowledges that by the operation of this paragraph, the holders of a majority of the then-outstanding Shares (or Common Stock issued on conversion thereof) will have the right and power to diminish or eliminate all rights of such Purchaser under this Agreement.

4.9 **Severability**. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

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

4.11 **Entire Agreement**. This Agreement (including the Exhibits hereto), the Restated Certificate and the other Transaction Agreements constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

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IN WITNESS WHEREOF, the parties have executed this Series A Preferred Restricted Stock Purchase Agreement as of the date first written above.

COMPANY:

HYPERSCIENCES, INC.
A Delaware Corporation

By: DocuSigned by: Mark C. Russell A73B26FFAE3C4D8...

Name: Mark Russell

Title: President

EXHIBIT A

Schedule of Purchasers

(See Attached)

EXHIBIT B

Amended & Restated Certificate of Incorporation

Available on EDGAR:
https://www.sec.gov/Archives/edgar/data/1646921/000105291818000139/ex2-1.htm

EXHIBIT C

Investors' Rights Agreement

(See Attached)

EXHIBIT D

Voting Agreement

(See Attached)

EXHIBIT E

Right of First Refusal and Co-Sale Agreement

(See Attached)

SCHEDULE A

License Agreements

Available on EDGAR:

University of Washington License Agreement

http://www.sec.gov/Archives/edgar/data/1646921/000105291818000212/ex6-6unredacted.htm

EnergeticX License Agreement (Exhibit F)

http://www.sec.gov/Archives/edgar/data/1646921/000105291818000139/ex6-7.htm

EnergeticX License Agreement (Exhibit G)

http://www.sec.gov/Archives/edgar/data/1646921/000105291818000139/ex6-8.htm