

Proprioceptive AI, Inc.

STOCK SUBSCRIPTION AND INVESTMENT AGREEMENT

4,000,000 Shares of Class C Common Stock
Out of a Total 40,000,000 Authorized Shares
Par Value \$0.00001 Per Share

Price Per Share: \$1.00
Maximum Offering: \$4,000,000.00

A Delaware Corporation
62 Hillside Drive
Holiday Island, Arkansas 72631

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT
OF 1933,
AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD,
OFFERED FOR
SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT
PURSUANT TO
AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933,
AS
AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT
REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR UNLESS SOLD PURSUANT
TO
RULE 144 UNDER SUCH ACT.

Proprioceptive AI, Inc.
STOCK SUBSCRIPTION AND INVESTMENT AGREEMENT

This Stock Subscription and Investment Agreement (this "Agreement") is made and entered into effective as of the date defined herein as the "Effective Date," by and between Proprioceptive AI, Inc., a Delaware corporation (the "Company"), and the undersigned individual or entity ("Investor") (collectively, the "Parties").

RECITALS

The Company is engaged in the artificial intelligence technology industry, specializing in the development of proprietary AI behavioral detection, monitoring, and intervention systems, including but not limited to proprioceptive probe technology, behavioral manifold architectures, and related intellectual property (the "Technology"). The Company has developed and continues to develop patented systems for real-time detection and correction of AI behavioral anomalies including hallucination, sycophancy, deception, and other failure modes in large language models and other AI systems (collectively, the "Business").

The Company is offering for sale up to 4,000,000 shares of its Class C Common Stock, par value \$0.00001 per share (the "Shares"), out of 40,000,000 total authorized shares, at a purchase price of \$1.00 per share (the "Offering"). The Company intends to use the proceeds from this Offering to fund patent prosecution, compute infrastructure, personnel, and general corporate purposes as determined by the Company in its sole discretion.

Investor has received and reviewed certain information and materials respecting the Company and the Offering (the "Offering Information") and, as a result thereof, desires to subscribe for the purchase of Shares on the terms and conditions stated in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions, and agreements hereinafter set forth, the Parties hereto hereby agree as follows:

1. Subscription and Purchase of Shares.

Upon receipt of the Subscription Payment as described herein, the Company agrees to sell, and Investor hereby subscribes for and agrees to purchase, subject to all other terms and provisions contained herein, the number of Shares specified on the Signature Page attached hereto as Exhibit "A," at a purchase price of \$1.00 per Share (the "Subscription Payment"). The Shares shall represent Class C Common Stock of the Company, par value \$0.00001 per share. The Company reserves the right, in its sole and absolute discretion, to accept or reject this subscription in whole or in part, for any reason or no reason. Acceptance shall be evidenced by execution of this Agreement by a duly authorized representative of the Company.

2. Payment of Subscription Amount.

The Company's actual receipt of the full Subscription Payment shall be a condition precedent to any and all obligations or liability of the Company under this Agreement. No Shares shall be issued, and no rights under this Agreement shall vest, until the Subscription Payment has been received in full by the Company. Payment shall be made by wire transfer to the Company's designated account, or by such other method as the Company may approve in writing. Partial payments shall not be accepted unless expressly approved in writing by the Company in its sole discretion.

3. Failure to Deliver Subscription Payment; Forfeiture.

If Investor fails to deliver the full Subscription Payment within thirty (30) calendar days of execution of this Agreement, this Agreement shall be void and of no further force or effect, and Investor shall have no right, title, or interest in any Shares. Any partial payment received by the Company may, at the Company's sole discretion, be returned to Investor without interest, or retained by the Company as liquidated damages for Investor's failure to perform. The Company shall have no obligation to hold, reserve, or set aside any Shares for Investor during or after the payment period.

Investor expressly acknowledges and agrees that Investor shall have no right, title, or interest in and to the Shares until the date upon which the entirety of the Subscription Payment is received by the Company, and that such date shall be the date of legal ownership transfer (the "Transfer Date"). Any rights, privileges, or benefits associated with the Shares prior to the Transfer Date shall remain the sole property of the Company.

4. Company Discretion and Authority Over Operations.

Investor acknowledges and agrees that the Company, through its officers, directors, and specifically through Logan Matthew Napolitano as Founder & Chief Executive Officer, shall have the sole, complete, and exclusive right, power, and authority to manage, direct, and control all business operations of the Company, including without limitation:

- a.** All decisions regarding the development, commercialization, licensing, and deployment of the Technology, including research direction, product roadmap, patent prosecution strategy, and partnership or collaboration agreements;
- b.** All decisions regarding hiring, compensation, equity grants, option pools, and the engagement or termination of employees, contractors, advisors, and consultants;
- c.** All decisions regarding the raising of additional capital through debt, equity, convertible instruments, or any other financing mechanism, including the issuance of additional shares of any class, the creation of new classes of stock, and the terms thereof, which may dilute Investor's percentage ownership;
- d.** All decisions regarding the acquisition or disposition of assets, intellectual property, or business units;
- e.** All decisions regarding the distribution or non-distribution of dividends or other proceeds, the timing thereof, and the reinvestment of Company revenues;
- f.** All decisions regarding the entry into, amendment, or termination of any contracts, agreements, or arrangements with third parties; and

g. Any and all other decisions pertaining to the day-to-day and strategic management of the Company.

Notwithstanding any provision herein to the contrary, the Company will devote such time and resources to the affairs and activities of the Business as the Company, in its sole discretion, deems necessary. The Company shall have no obligation to consult with, seek approval from, or provide notice to Investor prior to making any operational, strategic, or financial decision, except as may be specifically required by applicable law.

5. Responsibility for Performance; Limitation of Liability.

In no event shall the Company, its officers, directors, employees, agents, or affiliates be responsible or liable for, and Investor does hereby release the Company from, any and all claims, costs, losses, expenses, and liabilities that result from:

- (i) the failure of the Technology or Business to achieve commercial success, market adoption, profitability, or any particular financial result;
- (ii) errors or miscalculations in the Company's business projections, financial models, market analysis, or technology assessments;
- (iii) any decline in the value of the Shares, whether due to market conditions, Company performance, dilution, or any other cause;
- (iv) any loss of intellectual property, patent claims, or trade secrets, whether through legal proceedings, regulatory action, or otherwise;
- (v) the independent actions or omissions of any third-party partners, licensees, vendors, or service providers engaged by the Company that are outside the Company's direct control;
- (vi) any force majeure event, including but not limited to acts of God, war, terrorism, pandemic, government action, regulatory change, cyberattack, or natural disaster;
- (vii) any delay in performing or the failure to perform any of its obligations hereunder if, and to the extent that, such delay or failure results from causes beyond the Company's reasonable control;

unless such loss is directly and solely attributable to the gross negligence or intentional fraud of the Company. The Company makes no guarantee whatsoever regarding the success, value, or profitability of the Shares or the Business.

6. Indemnification by Investor.

Investor agrees to indemnify, protect, defend, save, and hold harmless the Company, its officers, directors, employees, agents, attorneys, and affiliates (collectively, the "Indemnified Parties") from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

- (a) any breach of any representation, warranty, covenant, or agreement made by Investor in this Agreement;
- (b) any inaccuracy in any representation or warranty of Investor contained in this Agreement;

- (c) any sale, transfer, or other disposition of any Shares or rights under this Agreement other than as permitted hereunder;
- (d) any claim by any governmental authority relating to Investor's failure to comply with applicable securities laws;
- (e) any claim arising from Investor's own negligence, willful misconduct, or failure to comply with applicable laws or regulations.

7. Transfer Restrictions and First Right of Refusal.

The Shares are "restricted securities" as defined under the Act and have not been registered under the Act or any state securities laws. Investor shall not sell, transfer, assign, pledge, hypothecate, encumber, or otherwise dispose of any or all of the Shares, or any interest therein, without the prior written consent of the Company, which consent may be withheld in the Company's sole and absolute discretion for any reason or no reason. Any purported transfer made in violation of this Section shall be null, void, and of no force or effect, and the Company shall not be required to recognize any such transfer on its books and records.

In addition to requiring the Company's prior written consent, no transfer shall be permitted unless: (i) such Shares have first been registered under the Act and all applicable state securities statutes; or (ii) Investor first furnishes an opinion of counsel satisfactory to the Company, stating that exemptions from such registration requirements are available and that the proposed transfer will not place the Company or any of its owners, officers, directors, or employees in violation of any applicable federal or state securities law.

First Right of Refusal.

In the event the Company consents to a proposed transfer, the Company and/or Logan Matthew Napolitano shall have a first and prior right to purchase the Shares proposed to be transferred. Investor shall provide the Company written notice of the proposed transfer, including the identity of the proposed purchaser, the number of Shares to be transferred, the proposed price, and all other material terms of the offer. The Company shall have twenty-one (21) business days from receipt of such notice to elect to purchase the Shares on the same terms. If the Company does not exercise its right within the 21-business-day period, Investor may complete the transfer to the identified purchaser on the terms presented, provided the purchaser executes a joinder agreement in form and substance satisfactory to the Company, binding the purchaser to all terms and conditions of this Agreement.

8. Future Offerings; Waiver of Anti-Dilution Protections.

The Company may, from time to time, offer existing shareholders the opportunity to participate pro-rata in future investment rounds or capital raises. Any such opportunity shall be offered at the Company's sole discretion and on terms determined by the Company.

AN ELECTION BY INVESTOR NOT TO PARTICIPATE IN ANY FUTURE PRO-RATA INVESTMENT OPPORTUNITY OFFERED BY THE COMPANY SHALL RESULT IN THE PERMANENT AND IRREVOCABLE WAIVER OF ANY PRO-RATA, PREEMPTIVE, OR ANTI-DILUTION RIGHTS, IF ANY, WITH RESPECT TO SUCH OFFERING AND ALL SUBSEQUENT OFFERINGS. THE COMPANY SHALL HAVE

NO OBLIGATION TO OFFER FUTURE INVESTMENT OPPORTUNITIES TO ANY INVESTOR WHO HAS PREVIOUSLY DECLINED TO PARTICIPATE.

In addition, if Investor owes any amounts to the Company under this Agreement or any subsequent agreement, the Company shall have the sole right and option to withhold any dividends, distributions, or other payments otherwise payable to Investor and apply such amounts to any outstanding obligations owed by Investor to the Company, until such obligations are satisfied in full.

9. Limited Power of Attorney.

Investor irrevocably makes, constitutes, and appoints the Company, with full power of substitution, Investor's true and lawful attorney-in-fact for, and in Investor's name, place, and stead, to sign, execute, certify, acknowledge, and file: (i) any governmental or regulatory filings required in connection with Investor's ownership of the Shares; (ii) any corporate filings, consents, or resolutions required by the State of Delaware or any other jurisdiction in connection with the Company's corporate governance; (iii) any tax elections, returns, or related documents required or advisable in connection with the Company's tax reporting; and (iv) any instruments necessary to effectuate a transfer restriction, lien, or forfeiture provision under this Agreement.

The power of attorney granted hereby is an irrevocable special power of attorney coupled with an interest which shall survive any event or transaction, including without limitation, death, incompetence, insanity, merger, bankruptcy, receivership, or dissolution of Investor. Investor hereby ratifies and confirms all that the Company shall lawfully do or cause to be done by virtue hereof.

10. Lien Rights and Security Interest.

To the extent Investor owes any documented financial obligation to the Company, whether arising under this Agreement or any subsequent written agreement between Investor and the Company, the Company is hereby granted a first and preferred lien on Investor's Shares, all rights associated therewith, and any dividends, distributions, or other proceeds attributable to such Shares, to secure the payment of all such documented sums due. In the event Investor fails to pay any amount owing within thirty (30) days of written demand by the Company, the Company, without prejudice to other existing remedies, is authorized at its election to withhold and apply any distributions or proceeds accruing to Investor's Shares toward satisfaction of the amount owing. Any amounts past due shall bear interest at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by applicable law. The Company may assign the rights granted under this Section.

11. Relationship of the Parties.

It is not the purpose or intention of the Parties hereto to create any partnership, tax partnership, joint venture, association, or any relationship whereby one party is held liable for the acts or omissions of the other, and neither this Agreement nor any operations conducted in connection herewith shall be construed or considered as creating any such relationship. Investor shall have no authority to bind, commit, or obligate the Company in any manner whatsoever. Investor's rights under this Agreement are limited to the economic rights associated with ownership of the Shares, subject to

all terms and conditions herein. Investor shall have no management, operational, or decision-making authority over the Company.

12. Taxation.

Investor acknowledges that the purchase of the Shares may have tax consequences and that the Company has not provided and is not providing any tax advice to Investor. Investor has consulted, or has had the opportunity to consult, with Investor's own tax advisors regarding the tax consequences of the transactions contemplated by this Agreement. The Company shall have no liability for any tax obligation of Investor arising from the purchase, holding, or disposition of the Shares.

13. Investor's Representations, Warranties, and Acknowledgments.

In order to induce the Company to enter into this Agreement, Investor hereby warrants, represents, and acknowledges to the Company as follows:

a. Sophistication and Risk Awareness. Investor is sufficiently sophisticated and experienced in business and investment matters, and specifically in the technology and artificial intelligence industry, so as to evaluate the risks and merits of the investment contemplated hereunder. Investor fully understands that: investment in an early-stage technology company involves an extremely high degree of risk of loss of all or a portion of the amounts invested; the Company has a limited operating history; the Technology may not achieve market acceptance or commercial viability; the Company's intellectual property may be challenged, invalidated, or circumvented; the Company may require substantial additional capital which may not be available on favorable terms or at all; competition in the AI industry is intense and rapidly evolving; future governmental regulation of AI technology is unpredictable and may adversely affect the Business; and there can be no assurance that any return on investment will be achieved.

b. Satisfaction with Disclosure. Investor is fully satisfied regarding disclosure and evaluation of the Company, its plan of business, history, financial condition, Technology, intellectual property, management, and the Offering, and has received all financial and other information requested regarding the Company and the Offering.

c. Financial Capacity. Investor has adequate financial capacity to enter into this Agreement, can bear the complete loss of the investment without material adverse effect on Investor's overall financial condition, and has adequate knowledge of finance, securities, and investments in general to fully understand the ramifications of entering into this Agreement.

d. Investment Purpose. Investor has entered into this Agreement as the ultimate beneficiary hereunder for Investor's own account, and has not entered into this Agreement with a view or intent to assign, transfer, resell, distribute, or otherwise dispose of any rights or interests hereunder in such a manner as would require registration under the Act or any applicable state securities laws.

e. Economic Risk. Investor fully understands that Investor must bear the economic risk of this investment for an indefinite period of time because the Shares have not been registered under applicable securities laws and therefore cannot be assigned, transferred, resold, or

otherwise disposed of unless subsequently registered under such securities laws or an exemption from registration is available.

f. No Guarantees Received. Investor has not been given any oral or written assurances or representations regarding the success, profitability, value, or return on investment of the Shares or the Company, or any other matters that are in any way inconsistent with the risk disclosures in this Agreement. Investor has relied upon or consulted with all of Investor's own financial, legal, and other professional advisors deemed necessary and has not in any way relied upon any statements of the Company or its shareholders, directors, officers, employees, or agents.

g. Accredited Investor Status. Investor represents that Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Act, or otherwise qualifies under applicable exemptions to invest in the Shares, and has completed the Accredited Investor Certification attached hereto as Exhibit "B."

h. Reliance by Company. Investor fully understands that the Company is relying on the truth and accuracy of the representations, warranties, and agreements set forth herein in entering into this Agreement without the registration thereof under any federal or state securities laws. Investor agrees to indemnify and hold harmless the Company against all losses, liabilities, costs, and expenses (including reasonable attorneys' fees) which arise as a result of any untruthfulness or inaccuracy of Investor's representations and warranties.

14. Confidential Information.

Investor acknowledges that, in connection with this investment, Investor may receive or have access to confidential and proprietary information of the Company, including but not limited to trade secrets, technical data, patent applications, business plans, financial information, customer lists, strategic plans, and any other information designated as confidential ("Confidential Information"). Investor agrees to maintain the strict confidentiality of all Confidential Information and shall not disclose, publish, or otherwise disseminate any Confidential Information to any third party without the prior written consent of the Company. This obligation shall survive the termination of this Agreement and shall continue for a period of five (5) years following termination, or for so long as such information remains confidential, whichever is longer.

Any and all dissemination of Confidential Information by Investor, any copying, and any sharing of the information contained herein shall be prohibited without the express written consent of the Company. Any unauthorized disclosure shall constitute a material breach of this Agreement entitling the Company to injunctive relief and damages.

15. Disclosure of News and Information.

Investor agrees that any public disclosures referencing the Company, its Technology, its business, or this investment shall be made only after receiving prior written approval and authorization of the Company, which may take the form of an email stating approval.

16. Anti-Dilution Protections.

Investor acknowledges that the Company may issue additional shares of stock of any class or series at any time and from time to time, at such price and on such terms as the Company determines in its

sole discretion, and that such issuances may dilute Investor's percentage ownership of the Company. Investor shall have no preemptive rights, anti-dilution rights, or other protections against dilution except as may be expressly offered by the Company in writing in connection with a specific future offering, and subject to the forfeiture provisions of Section 8 above.

17. Miscellaneous Provisions.

a. Notices.

Unless otherwise provided, all notices, elections, approvals, and other communications required or permitted hereunder shall be in writing and shall be deemed delivered (i) on the date of actual receipt if delivered in person; (ii) at the time of actual receipt if sent via email and delivery is confirmed; (iii) whether received or not, on the date deposited with a commercial delivery service if delivery is documented; or (iv) whether received or not, on the date deposited with the United States Postal Service, if sent via registered or certified mail, postage prepaid, return receipt requested, addressed to the intended recipient at the addresses listed on the Signature Page.

b. Binding Provisions.

This Agreement constitutes a legal, valid, and binding agreement between the Parties hereto, enforceable against each in accordance with its terms, except as limited by bankruptcy, insolvency, receivership, and similar laws, and shall inure to the benefit of and bind the Parties and their respective heirs, legal representatives, successors, and permitted assigns.

c. Applicable Law and Venue.

The laws of the State of Delaware shall govern the validity, enforcement, and interpretation of this Agreement without regard to the conflict of law rules of such state. The Parties acknowledge and agree that the exclusive venue for any legal action arising out of this Agreement shall be in the state or federal courts located in the State of Arkansas.

d. Arbitration of Disputes.

IN THE EVENT THAT A DISPUTE ARISES BETWEEN INVESTOR, THE COMPANY, OR ANY PARTIES RELATED THERETO, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, IN CONNECTION WITH THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY AGREE THAT SUCH DISPUTE SHALL BE RESOLVED THROUGH BINDING ARBITRATION RATHER THAN LITIGATION, AND TO SUBMIT THE DISPUTE TO THE AMERICAN ARBITRATION ASSOCIATION IN THE STATE OF ARKANSAS WITHIN FIVE (5) CALENDAR DAYS AFTER RECEIVING A WRITTEN REQUEST TO DO SO. IF ANY PARTY FAILS TO SUBMIT THE DISPUTE TO ARBITRATION WITHIN THE SPECIFIED PERIOD, THEN THE REQUESTING PARTY MAY FILE ANY PAPERS NECESSARY TO COMMENCE ARBITRATION. THE PARTIES AGREE ALL HEARINGS AND PROCEEDINGS SHALL TAKE PLACE IN THE STATE OF ARKANSAS, AND THE FEDERAL ARBITRATION ACT SHALL GOVERN THE PROCEEDING. THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE LOSING PARTY ITS LEGAL FEES AND

ANY OUT-OF-POCKET EXPENSES INCURRED. THE PARTIES UNDERSTAND THAT (I) ARBITRATION IS FINAL AND BINDING; (II) THEY ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL; (III) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN COURT PROCEEDINGS; (IV) THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL IS STRICTLY LIMITED.

e. Remedies; No Punitive Damages.

The Parties covenant that no punitive damages shall be sought or obtained from the other or their affiliates in any legal action or other proceeding, and hereby stipulate that damages, if any, shall be limited to actual damages proximately caused by the other Party. Investor hereby waives any claim or defense which is contrary to the representations and warranties set forth herein.

f. Attorneys' Fees.

Should legal action be instituted to enforce any provision of this Agreement, or by reason of breach or default, the prevailing Party shall be entitled to recover costs and reasonable attorneys' fees.

g. Severability.

If any provision of this Agreement is determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect the remaining valid provisions.

h. Amendments.

No amendment to this Agreement shall be valid or effective unless made in writing and signed by all Parties hereto.

i. Entire Agreement.

This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

j. Term.

This Agreement shall remain in full force and effect for so long as Investor holds any Shares, or until the Company is dissolved, merged, acquired, or otherwise ceases to exist as a separate entity. The termination of this Agreement shall not relieve any Party from any liability which has accrued prior to termination, nor extinguish any representations of Investor made herein, all of which shall survive termination.

18. Governing Agreements and Company's Right to Refund.

Prior to the issuance of any Shares, the Company reserves the right, in its sole and absolute discretion, to refund any collected subscription funds and terminate this Agreement for any reason

or no reason. The Company further reserves the right to modify the terms of the Offering at any time prior to acceptance of this subscription.

CONFIDENTIAL INFORMATION AND DISCLAIMER

THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AFFILIATES (COLLECTIVELY, "COMPANY PARTIES"):

As in all aspects of investing in early-stage technology companies, there are uncertainties inherent in the interpretation of technology capabilities, market potential, intellectual property strength, competitive positioning, financial projections, and business prospects. All results and conclusions presented in the Offering materials represent only informed judgments. The recipient of any information or presentation materials is hereby notified and accepts that any and all materials are being provided without any representation or warranty, express or implied, as to the accuracy or completeness of the information provided, and Company Parties shall have no liability to Investor by virtue of such materials or any reliance on or use thereof.

None of the material in this Offering is to be construed as a solicitation, recommendation, or offer to buy or sell any security, financial product, or instrument in any jurisdiction where such offer would be unlawful.

This Offering is subject to change, modification, and/or withdrawal at any time, in whole or in part. Company Parties encourage all interested parties to seek independent professional expertise and perform all due diligence prior to any investment decision.

EXHIBIT "A"
Signature Page

THE SIGNATURE PAGE WILL BE AN INDIVIDUAL PAGE MARKED AS EXHIBIT "A"
ATTACHED TO AND MADE PART OF THIS STOCK SUBSCRIPTION AND
INVESTMENT AGREEMENT.

It may be individually signed in multiple counterparts.

Exhibits "A" and "B" are the only exhibits in this Agreement.

Agreed to and accepted by a duly authorized representative for the Parties below. This Agreement will be effective as of the Investor's signature and date entered below.

BY "THE COMPANY"

Proprioceptive AI, Inc.

62 Hillside Drive

Holiday Island, Arkansas 72631

Logan Matthew Napolitano, Founder & Chief Executive Officer

Signature

Date

BY "THE INVESTOR"

Name: _____

Title (if entity): _____

Address: _____

City/State/Zip: _____

Email: _____

Phone: _____

Number of Shares Subscribed: _____

Per Share Price: \$1.00

Total Subscription Amount: \$ _____

Investor Signature

Date

Wire Transfer Payment Instructions:

All funds must be wired. No checks accepted.

Make payments via wire transfer to:

Bank: Column N.A.

1 Letterman Drive, Building A, Suite A4-700, San Francisco, CA 94129

SWIFT Code: MCRTUS62XXX

ABA Wire Routing: 121145433

Account Name: Proprioceptive AI

Account Number: 571820834372809

If address is needed for the wire:

Proprioceptive AI, Inc. — 62 Hillside Drive, Unit A, Holiday Island, Arkansas 72631

Ph. 417-699-1653

EXHIBIT "B"
Accredited Investor Certification

ATTACHED TO AND MADE PART OF THIS STOCK SUBSCRIPTION AND
INVESTMENT AGREEMENT

The undersigned Investor hereby certifies that Investor qualifies as an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended, by meeting one or more of the following criteria (please initial all that apply):

_____ Investor is a natural person whose individual net worth, or joint net worth with Investor's spouse or spousal equivalent, exceeds \$1,000,000 (excluding the value of the primary residence).

_____ Investor is a natural person who had individual income in excess of \$200,000 in each of the two most recent years, or joint income with a spouse or spousal equivalent in excess of \$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year.

_____ Investor is a natural person who holds in good standing one or more of the following professional certifications or designations: Series 7 License, Series 65 License, or Series 82 License.

_____ Investor is a natural person who is a "knowledgeable employee" of the Company as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940.

_____ Investor is a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person.

_____ Investor is an entity in which all of the equity owners are accredited investors.

_____ Investor is a bank, insurance company, registered investment company, business development company, small business investment company, or private business development company.

_____ Investor qualifies as an accredited investor on other grounds recognized by the SEC (please describe): _____

Investor Name: _____

Investor Signature

Date

END OF STOCK SUBSCRIPTION AND INVESTMENT AGREEMENT