HYPERSCIENCES, INC.

CONVERTIBLE NOTE PURCHASE AGREEMENT

THIS CONVERTIBLE NOTE PURCHASE AGREEMENT (this "**Agreement**") is made as of July 15, 2025, by and among **HYPERSCIENCES, INC.**, a Washington corporation (the "**Company**"), and the investors listed on **Exhibit A** attached to this Agreement (each an "**Investor**" and together the **"Investors"**).

RECITAL

To provide the Company with additional resources to conduct its business, the Investors are willing to loan to the Company in one or more disbursements, subject to the conditions herein and those set forth in the Notes (as defined below).

AGREEMENT

In consideration of the representations, warranties, and conditions set forth below, and for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and each Investor, intending to be legally bound, hereby agree as follows:

1. Purchase of Note; Closing.

1.1 Purchase of Note. Subject to the terms and conditions of this Agreement, each Investor agrees to purchase at the Closing and the Company agrees to sell to each Investor at the Closing, an unsecured convertible promissory note (each a "**Note**"), in the principal amount set forth opposite each Investor's name on **Exhibit A** (the "**Principal Amount**"), provided such Principal Amount is no less than $20,000, unless approved by the Board of Directors of the Company (the **"Board"**) in its sole discretion. Each Note shall be in the form attached hereto as **Exhibit B** and be issued in accordance with the terms and conditions of this Agreement. The convertible notes issued to the Investors pursuant to the terms of this Agreement shall be referred to herein as the **"Notes**.**"**

1.2 Closing; Delivery.

(a) The initial purchase and sale of the Notes shall take place remotely via the exchange of documents and signatures on or around July 3, 2025, or at such other time and place as the Company and the Investors mutually agree upon, orally or in writing (which time and place are designated as the **"Initial Closing"**). The term **"Closing"** shall apply to the Initial Closing, and in the event there is more than one closing, each subsequent closing unless otherwise specified.

(b) At each Closing, the Company shall deliver to each Investor the Note being purchased by such Investor at such Closing against payment of the Principal Amount therefor in immediately available funds, by wire transfer or bankers' or cashiers' check (or personal check if acceptable to the Company in its sole discretion).

1.3 Sales of Additional Notes. After the Initial Closing, the Company may sell, on the same terms and conditions as those contained in this Agreement, additional Notes (the **"Additional Notes"**) to one or more purchasers (the **"Additional Investors"**), provided that (i) the total Principal Amount of the Notes and Additional Notes in the aggregate between all Closings may not exceed $5,000,000.00, provided the Board of Directors of the Company (the **"Board"**), may in its sole discretion, authorize oversubscription up to an aggregate amount not to exceed $5,500,000.00; and (ii) each Additional Investor becomes a party to the Agreement, by executing and delivering a counterpart signature page hereto. Exhibit A to this Agreement shall be updated to reflect the Additional Notes purchased at each such Closing and the parties purchasing such Additional Notes.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to each Investor that, except as set forth on the Disclosure Schedule attached as Exhibit C to this Agreement, which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and complete as of the date of the Initial Closing, except as otherwise indicated. The Disclosure Schedule shall be arranged in sections corresponding to the numbered and lettered sections contained in this Section 2, and the disclosures in any section of the Disclosure Schedule shall qualify other sections in this Section 2 only to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections. Unless otherwise specified, references to the "knowledge" of the Company in this Section 2 refer to conscious awareness of facts, without additional investigation, by Mark Russell.

2.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a benefit corporation duly organized and validly existing under the laws of the State of Idaho 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.

(a) The authorized capital of the Company consists, immediately prior to the Initial Closing, of the following.

(i) 16,500,000 shares of the common stock of the Company, $0.0001 par value per share (the "**Common Stock**"), of which 5,715,726 shares are issued and outstanding immediately prior to the Initial 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.

(ii) 8,200,000 shares of the preferred stock of the Company, $0.0001 par value per share (the **"Preferred Stock"**), of which 4,236,457 shares are issued and outstanding immediately prior to the Initial Closing. The rights, privileges, and preferences of the Preferred Stock are as stated in the Certificate of Incorporation.

(iii) The Company has reserved 1,700,000 shares of Common Stock for issuance to officers, directors, employees, advisors and consultants of the Company pursuant to an equity incentive plan that was duly adopted by the Board and approved by the Company shareholders (the "**Stock Plan**"). Of such reserved shares of Common Stock, (i) 564,668 shares have been issued pursuant to restricted stock purchase agreements, (ii) options to purchase 520,007 shares have been granted and are currently outstanding, and (iii) 615,325 shares of Common Stock remain available for issuance to officers, directors, employees and consultants pursuant to the Stock Plan.

(iv) 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 any securities convertible into or exchangeable or exercisable for shares of Common Stock or Preferred Stock, except for (a) the conversion privileges of the Notes to be issued under this Agreement; and (b) the rights set forth in Section 2.2(a)(iii) of this Agreement.

2.3 Subsidiaries. Except for General Hypersonics, Inc., the Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

2.4 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 Agreement 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 Agreement. The Agreement, 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.

2.5 Valid Issuance of the Notes and Conversion Shares. The Notes, 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 Agreement, the Notes, applicable state and federal securities laws and liens or encumbrances created by or imposed by an Investor. Based in part on the accuracy of the representations of the Investors in Section 3 of this Agreement and subject to filings pursuant to Regulation D of the Securities Act of 1933, as amended, and applicable state securities laws, the offer, sale and issuance of the Notes to be issued pursuant to and in conformity with the terms of this Agreement and the issuance of the shares of capital stock, if any, to be issued upon conversion thereof for no additional consideration (the **"Conversion Shares**"), will be issued in compliance with all applicable federal and state securities laws. The Conversion Shares issuable upon conversion of the Notes have been duly reserved for issuance, and upon issuance in accordance with the terms of the Notes, will be duly authorized, validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Agreement, the Notes, applicable federal and state securities laws and liens or encumbrances created by or imposed by an Investor.

2.6 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, if determined adverse to the Company, would have a Material Adverse Effect.

2.7 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, 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.

2.8 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 interests 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.

2.9 Compliance with Other Instruments. The Company is not in violation or default (a) of any material provisions of its Articles of Incorporation 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 Agreement and the consummation of the transactions contemplated by the Agreement 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.

2.10 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.

2.11 Agreements.

(a) Except for the Transaction Agreements, there are no agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party or by which it is bound that involve (i) obligations (contingent or otherwise) of, or payments to, the Company in an amount no less than $500,000, or (ii) the license of any patent, copyright, trademark, trade secret or other proprietary right to or from the Company, (iii) the grant of rights to manufacture, produce, assemble, license, market, or sell its products to any other person that limit the Company's exclusive right to develop, manufacture, assemble, distribute, market or sell its products, or (iv) indemnification by the Company with respect to infringements of proprietary rights.

(b) 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.

2.12 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 Investors. Each Investor hereby represents and warrants to the Company, severally and not jointly, that:

3.1 Accredited Investor. Investor is an "accredited investor" as defined in Regulation D under the Securities Act of 1933, as amended (the "**Securities Act**").

3.2 Purchase Entirely for Own Account. Investor is acquiring the Note and the Conversion Shares issuable upon conversion thereof (collectively, the "**Securities**") solely for the account of Investor, for investment purposes only, and not with a view towards resale or distribution thereof. Investor has no present intention of selling, granting any participation in or otherwise distributing any of the Securities in a manner contrary to the Securities Act or any applicable state securities law. Investor does not have any contract, understanding, agreement, or arrangement with any person to sell, transfer, or grant participation to such person, or to any third person, with respect to the Securities or any portion thereof.

3.3 Authorization. Investor has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder, to purchase and pay for the Note and to own the Securities being purchased hereunder. This Agreement is a legally binding obligation of Investor enforceable against Investor in accordance with its terms.

3.4 Securities Law Representations and Warranties. Investor has been advised that the Securities are not being registered under the Securities Act or applicable state securities laws and are being offered and sold pursuant to exemptions from such laws, and that the Company's reliance upon such exemptions is based, in part, on Investor's representations and warranties contained herein. Investor acknowledges the Company's reliance on these representations and warranties.

3.5 Due Diligence; Access to Information. Investor recognizes and accepts the need for conducting its own due diligence investigation of the Company and its business and analysis of the merits and risks of the investment in the Securities, and Investor has been solely responsible for those. Except for the representations and warranties of the Company expressly set forth in this Agreement, Investor has not relied on any oral or written representation, warranty or other information in connection with the offer and sale of the Securities by the Company or any agent, employee, or affiliate of the Company. Investor has had access to all information concerning the Company's business and financial condition. Investor and its representatives have been afforded an opportunity to ask such questions of the Company's officers, employees, agents, and representatives concerning the Company's business, operations, financial condition, assets, liabilities and other relevant matters as they have deemed necessary or desirable in order to evaluate the merits and risks of the prospective investments contemplated herein. All such questions, if any, have been answered to the full satisfaction of Investor and Investor has received all the information it considers necessary or appropriate for deciding whether to purchase the Securities.

3.6 High Degree of Risk. Investor recognizes that the Company is a start-up company with limited operating history, an investment in the Company and the Securities is highly speculative and

involves a very high degree of risk and represents that it is able, without materially impairing its financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of its investment..

3.7 Suitability: Ability to Bear Risk. Investor believes, represents and understands that the investment in the Securities is suitable for Investor based upon its investment objectives and financial needs. Investor has adequate means and net worth for providing for its current financial needs and contingencies and has no need for liquidity in its investment in the Securities. Investor represents that it is able to bear the substantial economic risks of an investment in the Securities for an indefinite period of time and can afford a complete loss of this investment.

3.8 INFORMATION AND SOPHISTICATION. WITHOUT LESSENING OR OBVIATING THE REPRESENTATIONS AND WARRANTIES OF THE COMPANY SET FORTH IN SECTION 2, EACH INVESTOR HEREBY: (I) ACKNOWLEDGES THAT IT HAS RECEIVED ALL THE INFORMATION IT HAS REQUESTED FROM THE COMPANY AND IT CONSIDERS NECESSARY OR APPROPRIATE FOR DECIDING WHETHER TO ACQUIRE THE SECURITIES, INCLUDING, WITHOUT LIMITATION, DETAILED INFORMATION DESCRIBING THE COMPANY'S CURRENT AND PLANNED FUTURE BUSINESS AND RISK FACTORS ASSOCIATED WITH AN INVESTMENT IN THE COMPANY; (II) REPRESENTS THAT IT HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND RECEIVE ANSWERS FROM THE COMPANY REGARDING THE TERMS AND CONDITIONS OF THE OFFERING OF THE SECURITIES AND TO OBTAIN ANY ADDITIONAL INFORMATION NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION GIVEN THE INVESTOR; AND (III) FURTHER REPRESENTS THAT IT HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT IT IS CAPABLE OF EVALUATING THE MERITS AND RISK OF AN INVESTMENT IN THE NOTES..

3.9 Professional Advice. Investor acknowledges that it is hereby encouraged to consult its own financial advisor, legal counsel and tax accountant concerning this investment, including any tax implications. Investor has obtained, to the extent it deems necessary, its own professional advice with respect to the risks inherent in the investment in the Securities, the condition of the Company and the suitability of this investment in the Securities in light of Investor's financial condition and investment needs.

3.10 Further Limitations on Disposition. Without in any way limiting the representations set forth above, each Investor further agrees not to make any disposition of all or any portion of the Securities unless and until:

(a) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(b) The Investor shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, such Investor shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration under the Securities Act or any applicable state securities laws, provided that no such opinion shall be required for dispositions in compliance with Rule 144, except in unusual circumstances.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, no such registration statement or opinion of counsel shall be necessary for a transfer by such Investor to a partner (or retired partner) or member (or retired member) of such Investor in accordance with partnership or limited liability company interests, or transfers by gift, will or intestate succession to any spouse or lineal

descendants or ancestors, if all transferees agree in writing to be subject to the terms hereof to the same extent as if they were Investors hereunder..

3.11 No Public Market. Investor acknowledges that there is currently no public market for the Securities and no public market is expected to develop.

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

4. Conditions to the Investors' Obligations at Closing. The obligations of each Investor to purchase the Notes at the Initial Closing or any subsequent Closing are subject to the fulfilment, on or before such Closing, of each of the following conditions, unless otherwise waived:

4.1 Representations and Warranties. The representations and warranties of the Company contained in Section 2 shall be true and correct in all respects as of such Closing.

4.2 Performance. The Company shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Company on or before such Closing.

4.3 Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Notes pursuant to this Agreement shall be obtained and effective as of such Closing.

4.4 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to each Investor, and each Investor (or its counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested.

4.5 Minimum Principal Amount at Initial Closing. A minimum of $20,000.00 in aggregate Principal Amount must be sold at the Initial Closing, unless otherwise approved and authorized by the Board of the Company.

5. Conditions of the Company's Obligations at Closing. The obligations of the Company to sell Notes to the Investors at the Initial Closing or any subsequent Closing are subject to the fulfilment, on or before the Closing, of each of the following conditions, unless otherwise waived:

5.1 Representations and Warranties. The representations and warranties of each Investor contained in Section 3 shall be true and correct in all respects as of such Closing.

5.2 Performance. The Investors shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by them on or before such Closing.

5.3 Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Notes pursuant to this Agreement shall be obtained and effective as of the Closing.

5.4 Accredited Investor Certification. The Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act. The Investor agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Securities.

6. Indemnification by Investor. Investor agrees to indemnify the Company and hold it harmless from and against any and all losses, damages, liabilities, costs, and expenses which it may sustain or incur in connection with the breach by Investor of any representation, warranty, or covenant made by Investor, including without limitation those regarding its "accredited investor" status.

7. Information Rights.

7.1 Delivery of Financial Statements. The Company shall deliver to each Investor purchasing and continuing to hold Notes in a Principal Amount exceeding $199,999 (each, a "**Major Investor**"), upon written request, provided that the Board has not reasonably determined that such Investor is a competitor of the Company:

(a) (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year, and (iii) a statement of stockholders' equity as of the end of such year, all such financial statements may be unaudited, provided, audited financial statements shall be provided if available.

If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated financial statements of the Company and all such consolidated subsidiaries.

Notwithstanding anything else in this Subsection 7.1 to the contrary, the Company may cease providing the information set forth in this Subsection 7.1 during the period starting with the date sixty **(**60) days before the Company's good-faith estimate of the date of filing of a registration statement if it reasonably concludes it must do so to comply with the SEC rules applicable to such registration statement and related offering**;** provided that the Company's covenants under this Subsection 7.1 shall be reinstated at such time as the Company is no longer actively employing its commercially reasonable efforts to cause such registration statement to become effective.

7.2 Termination of Information Rights and Observer Rights. The covenants set forth in Subsection 7.1 shall terminate and be of no further force or effect (i) upon conversion, repayment, or cancellation of the Notes; (ii) immediately before the consummation of the Company's first public offering of its Common Stock under the Securities Act (the **"IPO"**), (iii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iv) upon the closing of a Deemed Liquidation Event, whichever event occurs first. For purposes of this Agreement, the term **"Deemed Liquidation Event"** means (x) a merger or consolidation in which the shares of capital stock of the Company outstanding immediately prior to such merger or consolidation (or shares issued in exchange therefor), do not represent at least a majority, by voting power, of the capital stock of the resulting corporation (or in the case of a wholly owned subsidiary of another corporation, the parent corporation of such surviving or resulting corporation); or (y) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company of all or substantially all the assets of the Company.

7.3 Confidentiality. Each Investor agrees that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any

confidential information obtained from the Company pursuant to the terms of this Agreement (including notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Subsection 7.3 by such Investor), (b) is or has been independently developed or conceived by such Investor without use of the Company's confidential information, or (c) is or has been made known or disclosed to such Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; and, (ii) to any existing partner, member, shareholder, or wholly owned subsidiary of such Investor in the ordinary course of business**,** provided in each case that such Investor informs such person that such information is confidential, directs such person to maintain the confidentiality of such information, and such person is subject to nondisclosure obligations with respect to such information no less restrictive than this Subsection 7.3. Further, disclosure may be made as may otherwise be required by law, regulation, rule, court order or subpoena, provided that such Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

8. "Market Stand-Off" Agreement. Investor hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company's initial public offering and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days in the case of the initial public offering or such other period as may be requested by the Company or an underwriter to accommodate applicable regulatory restrictions): (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for common stock held immediately before the effective date of the registration statement for such offering; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of common stock or other securities, in cash, or otherwise. The foregoing provisions of this Section 8 shall apply only to the initial public offering, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, or the transfer of any shares to any trust for the direct or indirect benefit of Investor or the immediate family of Investor, provided, that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further, that any such transfer shall not involve a disposition for value, and shall be applicable to Investor only if all officers and directors are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all shareholders individually owning more than five percent (5%) of the Company's outstanding Common Stock. The underwriters in connection with such registration are intended third party beneficiaries of this Section 8 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 8 or that are necessary to give further effect thereto.

8.1 Restrictions on Transfer. The Securities shall not be sold, pledged, or otherwise transferred, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, or transfer, except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act. Any holder proposing to transfer any Securities will cause any proposed purchaser, pledgee, or transferee of the Securities held by such holder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

(a) Each certificate, instrument, or book entry representing (i) the Notes, (ii) the Conversion Shares, and (iii) any other securities issued in respect of the securities referenced in clauses (i) and (ii), upon any stock split, stock dividend, recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of Subsection 8.1(a) be notated with a legend substantially in the following form:

> THE SECURITIES REPRESENTED HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS PURSUANT TO SEC RULE 144 OR UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND THE SECURITIES LAWS OF ANY STATE COVERING SUCH SECURITIES OR THE COMPANY RECEIVES AN OPINION OF COUNSEL FOR THE HOLDER OF THE SECURITIES REASONABLY SATISFACTORY TO THE COMPANY, STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE 1933 ACT AND APPLICABLE STATE SECURITIES LAWS.
>
> THE TRANSFER OF THIS NOTE AND THE SHARES ISSUABLE UPON CONVERSION HEREOF ARE SUBJECT TO THE PROVISIONS OF THIS NOTE AND THE RELATED NOTE PURCHASE AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THIS NOTE, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH PROVISIONS ARE BINDING UPON ANY TRANSFEREES.

The holders consent to the Company making a notation in its records and giving instructions to any transfer agent of the Securities in order to implement the restrictions on transfer set forth in this Subsection 8.1(a)**.**

(b) The holder of such Securities, by acceptance of ownership thereof, agrees to comply in all respects with the provisions of this Section 8.1(b). Before any proposed sale, pledge, or transfer of any Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the holder thereof shall give notice to the Company of such holder's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at such holder's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon the holder of such Restricted Securities shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the holder to the Company. The Company will not require such a legal opinion or "no action" letter (x) in any transaction in compliance with SEC Rule 144; or (y) in any transaction in which such holder distributes Securities to an Affiliate (as defined below) of such Holder for no consideration; provided that each transferee agrees in

writing to be subject to the terms of this Subsection 8.1(b)**.** Each certificate, instrument, or book entry representing the Restricted Securities transferred as above provided shall be notated with, except if such transfer is made pursuant to SEC Rule 144, the appropriate restrictive legend set forth in Subsection 8.1(b), except that such certificate instrument, or book entry shall not be notated with such restrictive legend if, in the opinion of counsel for such holder and the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act. The term **"Person"** means any individual, corporation, partnership, trust, limited liability company, association or other entity. The term **"Affiliate"** means with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment adviser of, or shares the same management company or investment adviser with, such Person.

9. Miscellaneous.

9.1 Survival of Representations and Warranties. Unless otherwise set forth in this Agreement, the representations and warranties of the Company and the Investors contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Investors or the Company.

9.2 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.

9.3 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

9.4 Counterparts. This Agreement may be executed 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. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9.5 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.

9.6 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 electronic mail or 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 e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Subsection 9.6. If notice is given to the Company, it shall be sent to

HyperSciences Inc., 2311 E Main Ave #200, Spokane, WA, Attention: CEO and a copy shall also be sent to Foster Garvey, P.C., 618 W. Riverside Avenue, Suite 300, Spokane, WA 99201, attention Daniel M. Wadkins.

9.7 No Finder's Fees. Investor represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Investor 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 Investor or any of its officers, employees or representatives is responsible. The Company agrees to indemnify and hold harmless each Investor 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.

9.8 Expenses. Each party shall be responsible for and bear its own fees and expenses in connection with this Agreement and the transactions contemplated hereunder.

9.9 Amendments and Waivers. Any term of this Agreement may be amended, terminated or waived only with the written consent of the Company and the holders of at least fifty percent (50%) of the aggregate outstanding Principal Amount of the then-outstanding Notes. Any amendment or waiver effected in accordance with this Subsection 9.9 shall be binding upon the Investors and each transferee of the Notes, each future holder of all such securities, and the Company.

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

9.11 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.

9.12 Entire Agreement. This Agreement (including the Exhibits hereto) constitutes 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.

9.13 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Washington and to the jurisdiction of the United States District Court for the Eastern District of Washington for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Washington or the United States District Court for the Eastern District of Washington, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the

venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

9.14 Attorneys' Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of any of this Agreement or the Note, 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.

9.15 Company Counsel. Investor acknowledges that legal counsel for the Company has represented only the Company in the transactions contemplated by this Agreement and has not represented Investor in connection with such transactions. Investor acknowledges and agrees that: (i) the Company is solely responsible for any statements made to the Investor with respect to the Company, its business, management or financial condition, or the terms of this investment; (ii) the Company has not received from its legal counsel, accountants or professional advisors any independent valuation of the Company or any of its securities, or any opinion as to the fairness of the terms of this investment or the adequacy of disclosure or materials pertaining to the Company or this investment; and (iii) the Company's legal counsel or other professional advisors are not being looked to or relied upon in any way for any assurance as to whether or not there have been any material omissions or misstatements in the offer and sale of the Securities or the interests of Investor have been protected or taken into account in the structure or terms of this investment.

IN WITNESS WHEREOF, the parties have executed this Note Purchase Agreement as of the date first written above.

COMPANY:

DocuSigned by:

By: _____
A73B26FFAE3C4D8...

Name: Mark Russell

Title: President & CEO

Address: 2311 E Main Ave #200
Spokane, WA 99202

INVESTOR:

_____

Signature: _____

Name:

Title:

Address:

EXHIBITS

Exhibit A - **SCHEDULE OF INVESTORS**

Exhibit B - **FORM OF CONVERTIBLE NOTE**

Exhibit C - **DISCLOSURE SCHEDULE**

EXHIBIT A

SCHEDULE OF INVESTORS

[*attached*]

EXHIBIT B

FORM OF CONVERTIBLE PROMISSORY NOTE

[*attached*]

EXHIBIT C
DISCLOSURE SCHEDULE

[*attached*]