

**EXHIBIT A**

Subscription Documents

[attached]

## **SUBSCRIPTION AGREEMENT**

### **ToolBox OS, Inc.**

This SUBSCRIPTION AGREEMENT (this “**Agreement**”) is entered into by ToolBox OS, Inc., a Wyoming corporation, with its principal office at 3857 Birch Street # 5049, Newport Beach, CA 92660 (hereinafter the “**ToolBox**”) and the undersigned individual or entity (the “**Subscriber**”). Terms not otherwise defined in this Agreement shall have the same meaning as set forth in the Confidential Private Offering Memorandum dated November 5, 2024, as amended (the “**Offering Memorandum**”).

ToolBox is offering the Notes (as defined below) pursuant to Rule 506(c) of Regulation D of the Securities Act of 1933, as amended (the “**Act**”), which allows ToolBox to raise capital through general solicitation or general advertising, provided that (1) all purchasers of the Notes are each an “accredited investor” as set forth in Rule 501 of Regulation D promulgated under the Act and (2) each Subscriber agrees to provide any documentation requested by ToolBox to verify that it meets one of the definitions of an “accredited investor.” Each Subscriber will be required to take reasonable steps to verify that such Subscriber is an accredited investor, including, but not limited to providing documentation as requested in these Subscription Documents or a third-party status certification letter attesting its accreditation status, in similar form as to the status certification letter attached hereto as Annex 2 (the “**Status Certification Letter**”).

### **RECITALS**

- A. Pursuant to the terms set forth in the Offering Memorandum, ToolBox desires two-year or three-year convertible debt agreements (the “**Notes**”) with a minimum investment per Subscriber of \$20,000 and maximum investment per Subscriber of \$20,000,000.
- B. The Subscriber desires to lend/acquire the Notes for the Loan Amount set forth on the signature page hereof; and
- C. The Subscriber and Company desire that the terms of this Agreement supersede and amend all prior subscription agreements executed by ToolBox and Subscriber in connection with the Offering.

**NOW, THEREFORE**, for and in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

### **SUBSCRIPTION FOR NOTES**

**1.1.** Subject to the terms and conditions in this Agreement, the Subscriber hereby subscribes for and agrees to lend to ToolBox such loan amount set forth on the signature page hereof (the “**Loan Amount**”), and ToolBox agrees to borrow such Loan Amount from Subscriber and issue Notes equal to the Loan Amount to the Subscriber, subject to ToolBox’s right to borrow from to the Subscriber such lesser Loan Amount as it may, in its sole discretion, determine to be necessary or desirable. Upon execution, this subscription shall be irrevocable by the Subscriber

and shall survive and not be affected by the subsequent death, disability, incapacity, dissolution, bankruptcy or insolvency of the Subscriber. ToolBox has the irrevocable right to accept or reject this subscription in whole or in part. This Agreement will be deemed accepted by ToolBox only when ToolBox has executed the form of acceptance on the signature page of this Agreement attached hereto.

**1.2** The Loan Amount for the Notes subscribed to is payable by the Subscriber contemporaneously with the execution and delivery of this Agreement. The minimum Loan Amount that will be accepted from any Subscriber is \$20,000 and the maximum Loan Amount that will be accepted by any Subscriber is \$20,000,000 unless waived in writing, which waiver may be granted by ToolBox in ToolBox's sole discretion. The Subscriber acknowledges that the Notes are being offered on a "best efforts" basis and are not subject to any minimum subscription requirements.

**1.3** ToolBox's acceptance of this subscription is conditional upon compliance with all securities laws and other applicable laws of the jurisdiction in which the Subscriber is resident. Subscriber will deliver to ToolBox all other documentation, agreements, representations and requisite government forms required by ToolBox's legal counsel as required to comply with all securities laws and other applicable laws of the jurisdiction of the Subscriber. ToolBox will not grant any registration or other qualification rights to any Subscriber.

**1.4.** Pending acceptance of this subscription by ToolBox, all funds paid hereunder shall be deposited by ToolBox and shall be immediately available to ToolBox for its general corporate purposes. In the event the subscription is not accepted, the subscription funds will constitute a non-interest bearing demand loan from the Subscriber to ToolBox.

**1.5.** The Subscriber hereby authorizes and directs ToolBox to deliver the Notes to be issued to such Subscriber pursuant to this Agreement to the Subscriber's address indicated herein.

**1.6** The Subscriber acknowledges and agrees that all certificates representing the Notes will be endorsed with the following legends in accordance with the Securities Act of 1933:

**"THE SECURITIES EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND NO INTEREST MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SUCH SECURITIES, (B) TOOLBOX OS, INC., RECEIVES AN OPINION OF LEGAL COUNSEL FOR THE HOLDER OF THESE SECURITIES (REASONABLY ACCEPTABLE IN FORM AND SUBSTANCE TO TOOLBOX OS, INC. AND ITS LEGAL COUNSEL) STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION, (C) TOOLBOX OS, INC. OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION; OR (D) SUCH SALE IS IN COMPLIANCE WITH RULE 144 UNDER THE ACT."**

1.7. ToolBox's acceptance of this Agreement is conditioned upon:

- (A) payment of the Loan Amount as set forth in Section 1.1 of this Agreement;
- (B) the Subscriber having completed all information requested by ToolBox on the signature page to this Agreement;
- (C) the Subscriber having completed and returned to ToolBox the Investor Suitability Questionnaire attached hereto as Annex 1; and
- (D) the Subscriber having completed and returned to ToolBox the Status Certification Letter attached hereto as Annex 2.

## **REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER**

2.1. Subscriber hereby represents and warrants to, and covenants with, ToolBox as follows:

(A) the Subscriber recognizes that the purchase of Notes subscribed to herein involves a high degree of risk because ToolBox has only recently commenced business operations and may require substantial funds in addition to the proceeds of this private placement; The Subscriber understands and acknowledges that an investment in ToolBox is highly speculative. Subscriber bear the economic risk of Subscriber's investment and is able, without impairing Subscriber's financial condition, to hold the Notes for an indefinite period of time and to suffer a complete loss of Subscriber's investment;

(B) the Subscriber has received and read carefully the Offering Memorandum and has had the opportunity to review the information with the Subscriber's legal and financial advisers prior to execution of this Agreement; the Subscriber has not relied on any discussions with or information from ToolBox its management or any other persons other than the Offering Memorandum in making Subscriber's investment decision;

(C) The Subscriber has reviewed the section of the Offering Memorandum entitled "Risk Factors and Conflicts of Interest" and acknowledges that the operation and management of ToolBox and its affiliates is subject to various actual and potential conflicts of interest. By signing this Subscription Agreement, the Subscriber specifically consents to such conflicts of interest as described in connection with the Subscriber's subscription for the Notes.

(D) the Subscriber has had an opportunity to ask questions of, and receive answers from, the officers of ToolBox concerning this Agreement as well as ToolBox's business operations, management and financial affairs, which questions were answered to Subscriber's satisfaction. Subscriber believes that it has received all the information Subscriber considers necessary or appropriate for deciding whether to purchase the Notes. Subscriber acknowledges that any business plans prepared by ToolBox 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. Subscriber also acknowledges that it is relying solely on its own counsel and not on any statements or representations of ToolBox or its agents for legal advice with respect to this investment;

(E) the Subscriber has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to ToolBox and acknowledges that the Subscriber can protect its own interests. Subscriber has such knowledge and experience in financial and business matters so that Subscriber is capable of evaluating the merits and risks of its investment in ToolBox;

(F) the Subscriber is an “accredited investor” within the meaning of Rule 501 (a) of Regulation D of the Act, is familiar with ToolBox and has such knowledge and experience in finance, securities, investments, including investment in non-listed and non-registered securities, and other business matters so as to be able to protect its interests in connection with this transaction; Subscriber hereby agrees to submit to ToolBox the Investor Suitability Questionnaire and Status Certification Letter provided herewith, and such further assurances of such status as may be reasonably requested by ToolBox;

(G) the Subscriber acknowledges that no market for the Notes presently exists and none may develop in the future and accordingly the Subscriber may not be able to liquidate its investment;

(H) the Subscriber hereby acknowledges that this offering of Notes has not been reviewed by the Securities and Exchange Commission (“SEC”) or by any state agency, that the Notes are being issued by ToolBox pursuant to an exemption from registration provided by Section 4(a)(2) of the Act or Rule 506 of Regulation D promulgated thereunder and that no state or federal agency has passed upon the Notes or made any finding or determination as to the fairness of this investment, the merits of the terms of the offer and the sale of the Notes, or the adequacy or accuracy of the disclosures made in the Offering Memorandum;

(I) the Subscriber acknowledges that the Notes must be held at least until maturity and in certain instances indefinitely (as set forth further below) unless subsequently registered under the Act or an exemption from such registration is available. Subscriber is aware of the provisions of Rule 144 promulgated under the Act which permit limited resale of Notes purchased in a private placement subject to the satisfaction of certain conditions, including among other things, the existence of a public market for the Notes, the availability of certain current public information about ToolBox, the resale occurring not less than one year after a party has purchased and paid for the security to be sold, the sale being effected through a “broker’s transaction” or in transactions directly with a “market maker” and the number of Notes being sold during any three-month period not exceeding specified limitations. The subscriber understands that the current public information referred to above is not now available and ToolBox has no present plans to make such information available. Subscriber acknowledges and understands that ToolBox may not be satisfying the current public information requirement of Rule 144 at the time the Subscriber wishes to sell the Notes, and that, in such event, Subscriber

may be precluded from selling such securities under Rule 144, even if the other requirements of Rule 144 have been satisfied. The subscriber acknowledges that, in the event all of the requirements of Rule 144 are not met, registration under the Act or an exemption from registration will be required for any disposition of the Notes. Subscriber understands that, although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk;

(J) the Subscriber understands and acknowledges that no public market now exists for any of the securities issued by ToolBox and that ToolBox has made no assurances that a public market will ever exist for its securities;

(K) the Subscriber understands that the Notes have not been, will not be upon issuance, and may never be, registered under the Act by reason of a specific exemption from the registration provisions of the Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Subscriber's representations as expressed herein or otherwise made pursuant hereto;

(L) the Subscriber is acquiring the Notes subscribed to hereunder as an investment for Subscriber's own account, not as a nominee or agent, and not with a view toward the resale or distribution of any part thereof, and Subscriber has no present intention of selling, granting any participation in, or otherwise distributing the same. Subscriber further represents and warrants that it does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to any of the Notes;

(M) the Subscriber does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person, or to any third person, with respect to any Notes sold hereby;

(N) the Subscriber has full power and authority to enter into this Agreement which constitutes a valid and legally binding obligation, enforceable and in accordance with its terms;

(O) the Subscriber has satisfied himself or herself as to the full observance of the laws of his or her jurisdiction in connection with any invitation to subscribe for the Notes or any use of this Agreement, including: (i) the legal requirements of his/her jurisdiction for the purchase of the Notes; (ii) any foreign exchange restrictions applicable to such purchase; (iii) any governmental or other consents that may need to be obtained; and (iv) the income tax and other consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of Notes;

(P) the Subscriber understands that ToolBox is relying upon the Subscriber's representations, warranties and agreements contained in this Agreement in determining the applicability of certain laws and regulations to the transactions contemplated by this Agreement,

and accordingly, such representations and warranties shall survive the effective date of this Agreement and the closing of this subscription;

(Q) all written information that Subscriber has provided to ToolBox concerning the Subscriber, the Subscriber's financial position, and the Subscriber's knowledge of financial and business matters, including all information contained in this Agreement, is correct and complete and may be relied upon by ToolBox and ToolBox's legal counsel, and if there should be any material change in such information prior to the Agreement having been accepted by ToolBox, the Subscriber will immediately provide ToolBox with notice of such change;

(R) the Subscriber's address listed in this Agreement is the Subscriber's domicile or place of business and the only jurisdiction in which an offer to sell was made to the Subscriber;

(S) the Subscriber has not incurred any obligation for any finder's, broker's or agent's fees or commission in connection with the transactions contemplated by this Agreement;

(T) the Subscriber acknowledges and agrees that, to the extent that ToolBox uses some or all of the investment proceeds from Subscriber to invest in one or more target companies, Subscriber's will have no equity interest in ToolBox and that the Subscriber will have no direct or beneficial interest in any wholly-owned or partially-owned subsidiary entity of ToolBox, or preferred or priority interest in any distributions from ToolBox or such subsidiary entities or liquidating transactions between ToolBox and such subsidiary entities;

(U) the Subscriber acknowledges and agrees that at the sole and absolute discretion of ToolBox and without Subscriber consent, ToolBox may convert the Note to common shares of equity in ToolBox, at the purchase price per share such common shares are being offered upon notice and without consent of the Subscriber and such conversion may cause Subscriber to hold their investment in ToolBox for an indefinite period;

(V) the Subscriber acknowledges and understands that ToolBox may vary the terms of the Offering Memorandum with respect to any Noteholders and may enter into confidential side letters or other similar agreements ("**Side Letters**"), with certain noteholders and may issue confidential supplements to the Offering Memorandum related to such noteholders which are not provided or disclosed to the Subscriber. Such terms may waive or modify the application of any provision of the Notes with respect to such Noteholders, without obtaining the consent of or giving notice to any other Noteholders, including the Subscriber;

(W) the Subscriber agrees to provide ToolBox with the ability to cure any default for failure to make timely any payments of interest and/or Loan Amounts on the terms and conditions set forth in the Offering Memorandum and the Notes;

(X) the Subscriber agrees and understands that Subscriber may pay tax on interest accrued but unpaid interest earned in a calendar year that is accrued even if not paid in same year as such accrual or if converted into ToolBox common shares;

(Y) the Subscriber understands that the Subscriber's sole remedy in the event of ToolBox's default on any Note is the receipt of ToolBox's common shares;

(Z) the Subscriber understands that any wire or automated clearing house payment sent to the Subscriber's account provided by the Subscriber, or to any other account as directed by the Subscriber will constitute payment to the Subscriber and relieve ToolBox of any further obligation to the Subscriber with respect to the amounts so paid and the Notes thereby satisfied, and the Subscriber releases ToolBox from any further obligation with respect thereto. The Subscriber understands that ToolBox may impose such procedures as it deems appropriate before it will accept any change in the account designated provided herein;

(AA) the Subscriber is not acquiring the Notes with a view to realizing any benefits under United States federal income tax laws, and no representations have been made to the Subscriber that any such benefits will be available as a result of the Subscriber's acquisition, ownership or disposition of the Notes;

(BB) the Subscriber has not borrowed any portion of its contribution to ToolBox, either directly or indirectly, from ToolBox or any affiliate of the foregoing; and

(CC) the Subscriber certifies that: (1) the Subscriber's name, taxpayer identification or social security number and address provided in the Subscription Agreement or any appendices attached thereto are correct; and (2) the Subscriber will complete and return with this Subscription Agreement either (a) an IRS Form W-9, Request for Taxpayer Identification Number and Certification, or (b) an IRS Form W-8BEN (or other applicable Form W-8), Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting and (3) the Subscriber will notify ToolBox within 60 days of a change to status from or to a U.S. Person and the new country of residence.

(DD) In compliance with the USA PATRIOT Act, the Subscriber represents and warrants that:

(1) it has reviewed the website of the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"),<sup>1</sup> and conducted such other investigation as it deems necessary or prudent, prior to making these representations and warranties and that it acknowledges that U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, engaging in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals<sup>2</sup>;

(2) all evidence of identity provided in connection with its acquisition of Notes is genuine and all related information furnished is accurate;

(3) no funds tendered for the acquisition of Notes are directly or indirectly derived from activities that may contravene U.S. federal and state or international laws and regulations, including anti-money laundering laws;

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<sup>1</sup> The lists of OFAC prohibited countries, territories, persons and entities may be found on the OFAC website at <[www.ustreas.gov/ofac](http://www.ustreas.gov/ofac)>.

<sup>2</sup> These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.



(4) neither it, nor any person controlling, controlled by, or under common control with, it, or for whom it is acting as agent or nominee in connection with the acquisition of Notes is (a) a country, territory, organization, person or entity named on an OFAC list, (b) a person or entity that resides or has a place of business in a country or territory named on such lists or which is designated as a Non-Cooperative Jurisdiction by the Financial Action Task Force on Money Laundering (“**FATF**”), or whose subscription funds are transferred from or through such a jurisdiction; (c) a “Foreign Shell Bank” within the meaning of the USA PATRIOT Act, i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision; or (d) a person or entity that resides in or is organized under the laws of a jurisdiction designated by the Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns;

(5) it acknowledges and understands that ToolBox, in its sole and absolute discretion, may decline to accept any subscription for the Notes from, or make any principal and interest payments to, a person who is a “Covered Person” within the meaning of the Guidance on Enhanced Scrutiny for Transactions that May Involve the Proceeds of Foreign Official Corruption, issued by the Department of the Treasury, et al., January, 2001, i.e., a senior foreign political figure, or an immediate family member or close associate of a senior foreign political figure. Accordingly, it agrees to inform ToolBox, prior to its acquisition of Notes, if it or any person controlling, controlled by, or under common control with, it, or for whom it is acting as agent or nominee in connection with the acquisition of the Notes is a Covered Person;

(6) it will provide any information deemed necessary by ToolBox in its sole and absolute discretion to comply with its anti-money laundering responsibilities and policies;

(7) *(select the appropriate item)*

\_\_\_\_\_ it is investing solely as principal and not for the benefit of any third parties; or

\_\_\_\_\_ it is investing for the benefit of third parties, who are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(8) it authorizes and permits ToolBox, using its own reasonable business judgment, to report information about it to appropriate authorities, and it agrees not to hold them liable for and indemnifies them against any loss or injury that may occur as the result of providing such information;

(9) it agrees that, in the event of a material change with respect to the information provided in connection with the purchase of Notes, it will provide ToolBox promptly with updated information affected by the material change; and

(10) it agrees that, notwithstanding any other statement to the contrary in any agreement into which it has entered or in any prospectus or offering memorandum of ToolBox, if ToolBox determines that it has appeared on a list of known or suspected terrorists or terrorist organizations compiled by any U.S. or foreign governmental agency, or that any information provided by it in connection with the acquisition of Notes of ToolBox is no longer true or accurate, ToolBox, and each of them, shall be authorized to take any action as shall be necessary or appropriate as a result thereof, including, but not limited to, removing it as a Noteholder in ToolBox and/or notifying the federal authorities. Notwithstanding any other agreement to the contrary, ToolBox may be obligated to freeze the Subscriber's investment, either by prohibiting additional investments, declining or suspending any redemption requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or the Subscriber's investment may immediately be involuntarily redeemed from ToolBox, and ToolBox may also be required to report such action and to disclose the Subscriber's identity to OFAC or another authority. In the event that ToolBox is required to take any of the foregoing actions, the Subscriber understands and agrees that it shall have no claim against ToolBox, and its respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of the aforementioned actions.

(EE) In compliance with Rule 506(d) of Regulation D of the Act, the Subscriber represents and warrants that the Subscriber, its members, managers, partners, trustees or any other "covered persons" (as defined in Rule 506(d) of Regulation D of the Act), are not currently subject to or involved in a "disqualifying event" as defined in Rule 506(d) of Regulation D of the Act (a "**Bad Actor Event**"), nor have they been subject to or involved in a Bad Actor Event within the ten years preceding the date on the signature page of these Subscription Booklet.

(FF) The Subscriber agrees to notify ToolBox in the event that it or any of its members, managers, partners, trustees or any other "covered persons" (as defined in Rule 506(d) of Regulation D of the Act), become subject to a Bad Actor Event. Such notification shall be made within 30 days of the Subscriber obtaining such knowledge.

**2.2.** Subscriber hereby agrees to defend, indemnify and hold harmless ToolBox and any of its investors, managers, officers, directors, employees, agents and/or control persons who was or is a party or is threatened to be made a party to any threatened, pending or completed suit, action or proceeding, whether civil or criminal, administrative or investigative, to the fullest extent permitted by law, by reason of or arising from any actual or alleged misrepresentation or misstatement of facts or omission to represent or state facts made by Subscriber to ToolBox including, without limitation, any such misrepresentation, misstatement or omission contained in this Agreement, against any losses, damages, liabilities and expenses for which ToolBox, and any of its investors, managers, officers, directors, employees, agents and/or control persons has not otherwise been reimbursed (including without limitation attorneys' fees, judgments, fines and amounts paid in settlement or incurred in a securities or other action in which no judgment in favor of the Subscriber is rendered) actually and reasonably incurred by such person or entity in connection with such action, suit or proceeding.

## REPRESENTATIONS BY TOOLBOX

3.1. Toolbox represents and warrants to the Subscriber that:

(A) Toolbox is a corporation duly organized, existing and in good standing under the laws of the state of Wyoming and has the power to conduct the business which it conducts and proposes to conduct.

(B) Upon issue, the Notes will be duly and validly issued, fully paid and non-assessable Notes of Toolbox.

## CONFIDENTIALITY

4.1. The Subscriber agrees not to divulge or communicate to any other person or use or exploit for any purpose whatsoever any confidential information relating to the business of Toolbox or its affiliates (including information contained in the Offering Memorandum and this Agreement) that the Subscriber may acquire in connection with the Subscription, except with the prior written consent of Toolbox or as may be required by applicable law.

4.2. Section 4.1 shall not be construed to limit the disclosure of confidential information by the Subscriber to the Subscriber's partners, stockholders, members, officers, employees, agents, directors or trustees within the Subscriber's organization who have a need to know or are permitted or required to receive such information and have been advised of the provisions of Section 4.1 (the "**Subscriber Related Persons**"). The Subscriber shall take reasonable efforts to cause Subscriber Related Persons not to disclose to any person or use or exploit for any purpose whatsoever any such information that the Subscriber is prohibited from disclosing pursuant to Section 4.1.

## SALES AND TRANSFERS OF NOTES AND COMMON SHARES

5.1. Except as otherwise explicitly provided in this Agreement, Subscriber will not sell, transfer, exchange, assign, gift, pledge, hypothecate or otherwise encumber, transfer or permit to be transferred, whether voluntarily, involuntary or by operation of law (collectively referred to as a "**Transfer**") all or any of Subscriber's Notes or any common shares of Toolbox (the "**Shares**") issued pursuant to Toolbox's conversion right, or any interest therein, now owned or later acquired by Subscriber, without Toolbox's prior written consent, which consent may be withheld for any reason within Toolbox's reasonable discretion.

5.2. Subject to the provisions of this Section 5, Subscriber may transfer the Notes or Shares pursuant to an effective registration statement under the Act, or pursuant to an applicable exemption from registration under the Act; provided that if the Subscriber desires to transfer its Notes pursuant to an exemption from registration, upon request, Subscriber will deliver to Toolbox a written legal opinion from Subscriber's legal counsel regarding the availability and applicability of such exemption, which form of opinion and legal counsel shall be acceptable to Toolbox's legal counsel.

5.3. A Noteholder or shareholder of Toolbox (each, a "**Shareholder**") who receives a good

faith written offer to purchase all or part of his or her Notes or Shares will offer ToolBox the opportunity to buy the Notes or Shares on the same terms and will give ToolBox a copy of the offer he or she has received. ToolBox, through its board of directors, will have ten days from the time it receives written notice from a Noteholder or Shareholder to decide whether ToolBox will buy the Notes or Shares.

**5.4.** If ToolBox does not buy the Notes or Shares, the selling Noteholder or Shareholder will offer the remaining Shareholders (in writing and on a pro-rata basis) the opportunity to buy the Notes or Shares on the same terms and will give the remaining Shareholders a copy of the offer he or she has received. The remaining Shareholders will have ten days from the time they receive written notice from the selling Noteholder or Shareholder to decide whether to buy the Notes or Shares on a pro-rata basis or such other basis as the remaining Shareholders may agree upon.

**5.5.** If any Notes or Shares are not bought by ToolBox or the remaining Shareholders, the selling Noteholders or Shareholders may sell those Notes or Shares to the person who made the offer to purchase. The terms will be the same as those offered to ToolBox and other shareholders. Any sale to the person who made the offer must take place within 30 days after the procedures described in Paragraphs 5.3 and 5.4 have been concluded, or such sale will be invalid.

**5.6.** Upon the death of a Noteholder or Shareholder, ToolBox will, within 180 days, buy or satisfy the deceased Noteholder's Notes or Shareholder's Shares from the deceased Noteholder or Shareholder's estate. The amount to be paid for the Notes will be the Loan Amount plus any accrued, but unpaid interest as of the date of payment and for Shares will be the fair market value of the deceased Shareholder's Shares as determined by ToolBox's board of directors.

**5.7.** Anyone who becomes an owner of Notes or the Shares contemplated in this Agreement will be bound by this Agreement.

**5.8.** Any Transfer in contravention of this Agreement will be void. All transferees of the Notes, the Shares or any interest therein and any subsequent transferees, will hold such Notes, Shares or interest therein subject to all the provisions of this Agreement and will make no further transfer except as provided in this Agreement. ToolBox will not transfer on its books any of the Notes or Shares that shall have been transferred in violation of any of the provisions set forth in this Agreement, nor will ToolBox treat as an owner of such Notes or Shares or pay Loan Amount and interest or dividends to any transferee to whom any such Notes or Shares shall have been transferred in violation of this Agreement.

## **ACCEPTANCE**

**6.1.** Subscriber understands that this Agreement as submitted by Subscriber does not become binding on ToolBox until accepted by ToolBox and that ToolBox has the full right to accept or reject this Agreement in its sole and absolute discretion. This subscription will be deemed accepted by ToolBox only when this Agreement is countersigned by an authorized officer of ToolBox and delivered to Subscriber. If this subscription is not accepted by ToolBox, this Subscription Agreement and any other documents delivered in connection herewith will be returned to the Subscriber by ToolBox at the address of Subscriber set forth in this Agreement,

and the payment for the Notes made by the Subscriber shall be returned to the Subscriber by ToolBox or its representatives without interest or deduction.

## **MISCELLANEOUS**

**7.1.** Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to ToolBox, at its principal office, 3857 Birch Street # 5049, Newport Beach, CA 92660: Mr. Gaydon Leavitt, Chief Executive Officer, and to the Subscriber at the address indicated on the last page of this Agreement. Notices shall be deemed to have been given on the date of the mailing, except notices of changes of address, which shall be deemed to have been given when received.

**7.2.** Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Wyoming (without regard to Wyoming State's conflicts of law principles). Subscriber hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be brought in the courts of the State of Wyoming, or in the United States District Court for the District of Wyoming and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claims that such courts are an inconvenient forum.

**7.3.** The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

**7.4.** This Agreement may be changed, waived or discharged only pursuant to a written agreement between the parties. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by the parties and the parties' respective successors and permitted assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a party hereto. The Subscriber may not assign this Agreement, or delegate the Subscriber's rights, duties or obligations under this Agreement, without ToolBox's prior, express and written consent. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. The waiver or failure of a party to exercise in any respect any right provided for under this Agreement shall not be deemed a waiver of any further right under this Agreement by such party.

**7.5.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed copies of manually executed signature pages to this Agreement are fully

binding and enforceable without the need for delivery of the original manually executed signature page.

**[SIGNATURES FOLLOW]**

**IN WITNESS WHEREOF**, the Subscriber has executed this Subscription Agreement dated effective as of \_\_\_\_\_.

SUBSCRIBER:

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title (if applicable)

Name of Subscriber:  
*(as if should read on Note)*

\_\_\_\_\_

Total Loan Amount:

\_\_\_\_\_

Term (Mark One):

\_\_\_\_\_ 2 Year Term at 16% Interest per year  
\_\_\_\_\_ 3 Year Term at 18% Interest per year  
\_\_\_\_\_ 2 Year Term at 18% Interest per year (\$250,000+)  
\_\_\_\_\_ 3 Year Term at 20% Interest per year (\$250,000+)

Subscriber's

Address:

SSN/TIN:

Phone:

Email:

Acceptance

The above subscription is hereby accepted, subject to its terms and conditions, as of

\_\_\_\_\_.

TOOLBOX OS, INC.

By: \_\_\_\_\_

Name: Gaydon Leavitt

Title: Chief Executive Officer

**ANNEX 1**  
**Purchaser Suitability Questionnaire**  
*(All information will be treated with confidentiality)*

ToolBox OS, Inc.  
Attention: Gaydon Leavitt, Chief Executive Officer  
3857 Birch Street # 5049, Newport Beach, CA 92660

Dear Mr. Leavitt:

This information is being furnished to you in order for you to determine whether my investment in convertible debt agreements (the “**Notes**”) of ToolBox OS, Inc. a Wyoming corporation (“**ToolBox**”) is exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the “**Act**”) or Regulation D promulgated thereunder (collectively, the “**Securities Laws**”). I understand that (a) you will rely on the information contained herein for the purposes of such determination, (b) the Notes I will be issued will not be registered under the Securities Laws in reliance upon an exemption from registration, and (c) this Questionnaire is not an offer to me of the Shares or any other securities.

In accordance with the foregoing, the following representations and data are hereby given **(please select or initial where indicated and complete the information on both pages of this Questionnaire):**

**A. Accredited Investor Representation**

I certify that I am an “accredited investor” as defined in Rule 501 (a) of Regulation D under the Act because *(select one or more of the following):*

\_\_\_\_\_ I have a net worth (total tangible assets as currently valued less total liabilities) or a joint net worth with my spouse or spousal equivalent in excess of \$1,000,000. Note: for these purposes, “total tangible assets” excludes the individual’s primary residence and “total liabilities” excludes any related indebtedness secured by the primary residence up to its fair market value, but includes the amount of any such indebtedness in excess of that value. I have included the Status Certification Letter executed by an authorized third-party certifying that I or with my spouse or spousal equivalent, we meet the minimum net worth requirements.

\_\_\_\_\_ I have had individual income in excess of \$200,000 in each of the two most recent years (or joint income with my spouse or spousal equivalent in excess of \$300,000 in each of those years) and have a reasonable expectation of reaching the same income level in the current year. I have included the Status Certification Letter executed by an authorized third-party certifying that I or with my spouse or spousal equivalent, we meet the minimum income requirements.



\_\_\_\_\_ I am an entity (limited liability company, partnership, corporation or other business organization) in which all of the equity owners are accredited investors under Rule 501(a) of Regulation D. I have included the Status Certification Letter executed by an authorized third-party certifying that all equity owners of the entity meet either the minimum income or minimum net worth requirements.

\_\_\_\_\_ I am a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as defined in Rule 506(b) of Regulation D of the Act. I have included the Status Certification Letter executed by an authorized third-party certifying that I meet the minimum total asset requirements.

\_\_\_\_\_ I am a director or executive officer of ToolBox.

\_\_\_\_\_ I am an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000. I have included the Status Certification Letter executed by an authorized third-party certifying that I meet the minimum total asset requirements.

\_\_\_\_\_ I meet one of the other definitions of an “accredited investor” set forth in Rule 501(a). Please identify: \_\_\_\_\_. I have included the Status Certification Letter executed by an authorized third-party certifying that I meet the requisite income, net worth, total assets or other specified requirements.

**B. Please select one of the following statements:**

\_\_\_\_\_ I have such knowledge in financial and business matters as to be capable of evaluating the relative merits and risks of an investment in the Notes and Shares, and am not utilizing a purchaser representative in connection with evaluating such merits and risk. The information contained in this Questionnaire is offered as evidence of such knowledge and experience.

\_\_\_\_\_ I do NOT have such knowledge in financial and business matters as to be capable of evaluating the relative merits and risks of an investment in the Notes and Shares.

**C. Please initial next to each of the following statements:**

\_\_\_\_\_ I am willing and able to bear the economic risk of an investment in the Notes and any common shares of ToolBox issued in the event of any conversion by ToolBox, during the expected life of ToolBox in an amount equal to the total Loan Amount and any accrued, but unpaid interest or associated conversion price. In making this statement, consideration has been given to whether I could afford the risks of loss inherent in investment in

securities. I offer the information below in this Questionnaire as evidence of my ability to bear the economic risk.

\_\_\_\_\_ Any purchase of Notes and any future receipt of Shares will be solely for my own account and not for the account of any other person or with a view to any resale or distributions thereof.

\_\_\_\_\_ My commitment to illiquid investments in relation to my net worth and the acquisition of Notes and any future receipt of Shares (which are illiquid) will not cause my overall commitment to illiquid securities to be excessive.

\_\_\_\_\_ My financial resources are such that I can pay (without consideration of the amounts invested in the Notes) any taxes due on interest accrued but not paid.

\_\_\_\_\_ I represent that (a) the information herein is complete and accurate and may be relied upon by you, and (b) that I will notify you of any material change in any of such information occurring prior to acceptance of my subscription.

**In Witness Whereof**, I have executed this Purchaser Suitability Questionnaire on and declare under oath that it is truthful and correct.

\_\_\_\_\_  
Signature of Subscriber or Authorized Signer

\_\_\_\_\_  
Name of Subscriber

\_\_\_\_\_  
Name of Authorized Signor (if applicable)

\_\_\_\_\_  
Title of Authorized Signor (if applicable)