

MOGUL STRATEGIES, INC.

SERIES SEED PREFERRED STOCK PURCHASE AGREEMENT

THE SECURITIES ARE BEING OFFERED PURSUANT TO REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. NO FEDERAL OR STATE SECURITIES ADMINISTRATOR HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE SECURITIES. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN AND NO RESALE MARKET MAY BE AVAILABLE AFTER RESTRICTIONS EXPIRE. THE PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT WITHOUT A CHANGE IN THEIR LIFESTYLE.

This **SERIES SEED PREFERRED STOCK PURCHASE AGREEMENT** (the “*Agreement*”) is made and entered effective as of ____ day of _____ 2024 by and among **MOGUL STRATEGIES, INC.**, a Delaware corporation (the “*Company*”), and _____ (the “*Purchaser*”). The Purchaser and the Company, upon acceptance of this Agreement, hereby agree as follows:

1. **Purchase and Sale of Preferred Stock**

(a) The Company shall authorize the sale and issuance of preferred stock, par value \$0.00001 per share, which shall be designated as Series Seed-1 Preferred Stock at a purchase price of \$0.05 per share (the “*Preferred Stock*”), having the rights, privileges and preferences set forth in the Amended and Restated Certificate filed with the Secretary of State of Delaware as set forth in Exhibit A (the “*Restated Certificate*”).

2. **Subscription.**

(a) *Terms.* Subject to the terms of Agreement, the Purchaser hereby subscribes to purchase the number of Preferred Stock equal to the quotient of the undersigned’s subscription amount divided by the Purchase Price and shall pay the aggregate purchase price in the manner specified by the Company. Such subscription shall be deemed to be accepted by the Company only when this Agreement is countersigned on the Company’s behalf.

(b) *Acceptance.* It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the undersigned. Subscriptions need not be accepted in the order received, and the Preferred Stock may be allocated among subscribers. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to issue any of the Preferred Stock to any person who is a resident of a jurisdiction in which the issuance of Preferred Stock to such person would constitute a violation of the securities, "blue sky" or other similar laws of such jurisdiction (collectively referred to as the "*State Securities Laws*").

3. **Termination of the Offering; Other Offerings.** The Purchaser understands that the Company may terminate the offering at any time. The Purchaser further understands that during and following termination of the offering, the Company may undertake offerings of other securities, which may or may not be on terms more favorable to an investor than the terms of this offering.

4. **Purchaser Representations.** The Purchaser represents and warrants to the Company and the Company's agents as follows:

(a) The Purchaser is an "accredited investor", as defined in Rule 501 of Regulation D of the Securities Act.

(b) The Purchaser understands and accepts that the purchase of the Preferred Stock involves various risks, including the risks outlined in this Agreement. The Purchaser can bear the economic risk of this investment and can afford a complete loss thereof; the Purchaser has sufficient liquid assets to pay the full purchase price for the Preferred Stock; and the Purchaser has adequate means of providing for its current needs and possible contingencies and has no present need for liquidity of the undersigned's investment in the Company.

(c) The Purchaser acknowledges that at no time has it been expressly or implicitly represented, guaranteed or warranted to the Purchaser by the Company or any other person that a percentage of profit and/or amount or type of gain or other consideration will be realized because of the purchase of the Preferred Stock.

(d) The Purchaser confirms that it is not relying and will not rely on any communication (written or oral) of the Company, or any of their respective affiliates, as investment advice or as a recommendation to purchase the Preferred Stock. It is understood that information and explanations related to the terms and conditions of the Preferred Stock provided by the Company shall not be considered investment advice or a recommendation to purchase the Preferred Stock, and that neither the Company, nor any of its respective affiliates is acting or has acted as an advisor to the Purchaser in deciding to invest in the Preferred Stock. The Purchaser acknowledges that neither the Company nor any of its respective affiliates have made any representation regarding the proper characterization of the Preferred Stock for purposes of determining the undersigned's authority or suitability to invest in the Preferred Stock.

(e) The Purchaser is familiar with the business and financial condition and operations of the Company. The Purchaser has had access to such information concerning the Company and the Preferred Stock as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Preferred Stock.

(f) The Purchaser understands that, unless the Purchaser notifies the Company in writing to the contrary at or before the Closing, each of the undersigned's representations and warranties contained in this Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the undersigned.

(g) The Purchaser acknowledges that the Company has the right in its sole and absolute discretion to abandon this offering at any time prior to the completion of the offering. This Agreement shall thereafter have no force or effect and the Company shall return any previously paid subscription price of the Preferred Stock, without interest thereon, to the undersigned.

(h) The Purchaser understands that no federal or state agency has passed upon the merits or risks of an investment in the Preferred Stock or made any finding or determination concerning the fairness or advisability of this investment.

(i) The Purchaser confirms that the Company has not (i) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Preferred Stock or (ii) made any representation to the Purchaser regarding the legality of an investment in the Preferred Stock under applicable legal investment or similar laws or regulations. In deciding to purchase the Preferred Stock, the Purchase is not relying on the advice or recommendations of the Company and the Purchaser has made its own independent decision, alone or in consultation with its investment advisors, that the investment in the Preferred Stock is suitable and appropriate for the undersigned.

(j) The Purchaser has such knowledge, skill and experience in business, financial and investment matters that the Purchaser is capable of evaluating the merits and risks of an investment in the Preferred Stock. With the assistance of the undersigned's own professional advisors, to the extent that the Purchaser has deemed appropriate, the Purchaser has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Preferred Stock and the consequences of this Agreement. The Purchaser has considered the suitability of the Preferred Stock as an investment in light of its own circumstances and financial condition and the Purchaser is able to bear the risks associated with an investment in the Preferred Stock and its authority to invest in the Preferred Stock.

(k) The Purchaser is acquiring the Preferred Stock solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Preferred Stock. The Purchaser understands that the Preferred Stock have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the Purchaser and of the other representations made by the Purchaser in this Agreement. The Purchaser understands that the Company is relying upon the representations and agreements contained in this Agreement (and any supplemental information provided by the Purchaser to the Company) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(l) The Purchaser understands that the Preferred Stock are restricted from transfer for a period of time under applicable federal securities laws and that the Securities Act and the rules of the SEC provide in substance that the Purchaser may dispose of the Preferred Stock only pursuant to an effective registration statement under the Securities Act, an exemption therefrom or as further described in Regulation D, after which certain state restrictions may apply. The Purchaser understands that the Company has no obligation or intention to register any of the Preferred Stock, or to take action so as to permit sales pursuant to the Securities Act. Even if and when the Preferred Stock become freely transferable, a secondary market in the Preferred Stock may not develop. Consequently, the Purchaser understands that the Purchaser must bear the economic risks of the investment in the Preferred Stock for an indefinite period of time.

(m) The Purchaser agrees that the Purchaser will not sell, assign, pledge, give, transfer or otherwise dispose of the Preferred Stock or any interest therein or make any offer or attempt to do any of the foregoing, except pursuant to Regulation D.

5. HIGH RISK INVESTMENT. THE PURCHASER UNDERSTANDS THAT AN INVESTMENT IN THE PREFERRED STOCK INVOLVES A HIGH DEGREE OF RISK. The Purchaser acknowledges that (a) any projections, forecasts or estimates as may have been provided to the Purchaser are purely speculative and cannot be relied upon to indicate actual results that may be obtained through this investment; any such projections, forecasts and estimates are based upon assumptions which are subject to change and which are beyond the control of the Company or its management; (b) the tax effects which may be expected by this investment are not susceptible to absolute prediction, and new developments and rules of the Internal Revenue Service (the “*IRS*”), audit adjustment, court decisions or legislative

changes may have an adverse effect on one or more of the tax consequences of this investment; and (c) the Purchaser has been advised to consult with his own advisor regarding legal matters and tax consequences involving this investment.

6. **Company Representations.** The Purchaser understands that upon issuance of the Purchaser of any Preferred Stock, the Company will be deemed to have made following representations and warranties to the Purchaser as of the date of such issuance:

(a) *Corporate Power.* The Company has been duly incorporated as corporation under the laws of the State of Delaware and, has all requisite legal and corporate power and authority to conduct its business as currently being conducted and to issue and sell the Preferred Stock to the Purchaser pursuant to this Agreement.

(b) *Enforceability.* This 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.

(c) *Valid Issuance.* The Preferred Stock, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer arising under this Agreement, the Restated Certificate, and Bylaws of the Company, or under applicable state and federal securities laws and liens or encumbrances created by or imposed by a subscriber.

(d) *No Conflict.* The execution, delivery and performance of and compliance with this Agreement and the issuance of the Preferred Stock will not result in any violation of, or conflict with, or constitute a default under, the Company's Restated Certificate and Bylaws, as amended, and will not result in any violation of, or conflict with, or constitute a default under, any agreements to which the Company is a party or by which it is bound, or any statute, rule or regulation, or any decree of any court or governmental agency or body having jurisdiction over the Company, except for such violations, conflicts, or defaults which would not individually or in the aggregate, have a material adverse effect on the business, assets, properties, financial condition or results of operations of the Company.

7. **Indemnification.** The Purchaser agrees to indemnify and hold harmless the Company and its directors, officers and agents (including legal counsel) from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) that they, or any of them, may incur by reason of the undersigned's failure, or alleged failure, to fulfill any of the terms and conditions of this subscription or by reason of the undersigned's breach of any of the undersigned's representations and warranties contained herein.

8. **Market Stand-Off.** If so requested by the Company or any representative of the underwriters (the "*Managing Underwriter*") in connection with any underwritten or Regulation A+ offering of securities of the Company under the Securities Act, the Purchaser (including any successor or assign) shall not sell or otherwise transfer any Preferred Stock or other securities of the Company during the 30- day period preceding and the 270-day period following the effective date of a registration or offering statement of the Company filed under the Securities Act for such public offering or Regulation A+ offering or underwriting (or such shorter period as may be requested by the Managing Underwriter and agreed to by

the Company) (the “*Market Standoff Period*”). The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such Market Standoff Period.

9. General Provisions

9.1 *Obligations Irrevocable.* Following the Closing, the obligations of the Purchaser shall be irrevocable.

9.2 *Notices.* Any notice, demand or request required or permitted to be given by the Company or the Purchaser pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered personally, or by facsimile (with a hard copy to follow by overnight or two (2) day courier), addressed to the parties at the addresses and/or facsimile telephone number of the parties set forth at the end of this Agreement or such other address as a party may request by notifying the other in writing.

9.3 *Governing Law.* 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 Delaware without regard to the principles of conflicts of laws.

9.4 *Submission to Jurisdiction.* With respect to any suit, action or proceeding relating to any offers, purchases or sales of the Preferred Stock by the Purchaser (the “Proceedings”), the Purchaser irrevocably submits to the jurisdiction of the federal or state courts located at the location of the Company’s principal place of business, which submission shall be exclusive unless none of such courts has lawful jurisdiction over such Proceedings.

9.5 *Entire Agreement.* This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

9.6 *Waiver, Amendment.* Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

9.7 *Waiver of Jury Trial.* THE PURCHASER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

9.8 *Invalidity of Specific Provisions.* If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had 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.

9.9 *Titles and Subtitles.* The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

9.10 *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.11 *Electronic Execution and Delivery.* A digital reproduction, portable document

format (".pdf") or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via DocuSign or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

9.12 *Binding Effect.* The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

9.13 *Survival.* All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company, (ii) changes in the transactions, documents and instruments described in the Form C which are not material or which are to the benefit of the Purchaser and (iii) the death or disability of the undersigned.

9.14 *Notification of Changes.* The Purchaser hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Preferred Stock pursuant to this Subscription Agreement, which would cause any representation, warranty, or covenant of the Purchaser contained in this Subscription Agreement to be false or incorrect.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

MOGUL STRATEGIES, INC.

By: _____

Name: Daniel Fainman

Title: Chief Executive Officer

PURCHASER:

By: _____

Name: _____

Email: _____

Address: _____

Investment Amount: \$ _____

Preferred Stock Amount: _____ Series Seed Preferred Stock

EXHIBIT A

Amended and Restated Certificate of Incorporation