

EPH TECHNOLOGIES, INC.

SUBSCRIPTION AGREEMENT

EPH Technologies, Inc.
Attention: Frank Romano
4533 MacArthur Blvd., Suite 237
Newport Beach, CA 92660

1. Subscription. The undersigned (the “**Subscriber**”) hereby subscribes to purchase the principal the number shares of the common stock (the “**Shares**” and also referred to as the “**Securities**”) designated on the signature page of this Subscription Agreement of EPH Technologies, Inc., a Nevada corporation (the “**Company**”), and agrees to deliver the corresponding investment amount (the “**Investment Amount**”) in accordance with the terms set forth below.

The entire Investment Amount is due and payable upon the execution of this Subscription Agreement. Payment of the Subscriber’s Investment Amount may be made by delivery of a check payable in immediately available funds to EPH Technologies, Inc. in the amount equal to the Investment Amount for the Securities. Alternatively, payment may be made by wire transfer, as follows.

PAYMENTS BY WIRE TRANSFER SHOULD BE SENT TO:

Account Name: EPH Technologies, Inc.
Bank Name: Wells Fargo
Bank Account #: 2681965006
Bank ABA #: 121000248
Bank Address: 4590 MacArthur Blvd,
Newport Beach Ca. 92660

2. Terms of Subscription. This Subscription Agreement is not revocable by the Subscriber. The Company will advise the Subscriber on a timely basis after receipt of this subscription whether this subscription has been accepted or rejected. If this subscription is rejected, the Company will return the amount paid by the Subscriber herewith as promptly as practicable, without interest or deduction, and this subscription thereby shall be canceled and be of no further force or effect. If this subscription is rejected, the Subscriber agrees to return to the Company all documents provided by the Company.

3. Representations and Warranties of Subscriber. As an inducement to the Company to offer to the Subscriber the Securities for which it has subscribed, the Subscriber hereby represents and warrants to the Company as follows, such representations and warranties shall be true and correct as of the date hereof and as of the Closing and shall survive the Subscriber's purchase of the Securities:

(a) The Subscriber has full power and authority to execute and deliver this Subscription Agreement and to carry out its obligations hereunder in accordance with the terms and provisions hereof; and the execution, delivery and performance of this Subscription Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate or other necessary action on the part of the Subscriber.

(b) This Subscription Agreement constitutes a valid and legally binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization and other similar laws now or hereafter in effect relating to creditors' rights generally.

(c) The execution, delivery and performance by the Subscriber of this Subscription Agreement and the transactions contemplated hereby will not constitute a breach of any term or provision of, or a default under, (i) any outstanding indenture, mortgage, loan agreement or other similar contract or agreement to which the Subscriber or any of the Subscriber's affiliates is a party or by which the Subscriber or any such affiliate or its or their property is bound, (ii) its certificate or articles of incorporation or by-laws or other constituent documents, (iii) any law, rule or regulation, or (iv) any order, writ, judgment or decree having applicability to it.

(d) No consent, license, approval or authorization of any governmental body, authority, bureau, agency or third party is required on the part of the Subscriber or any of the Subscriber's affiliates in connection with the execution, delivery and performance of this Subscription Agreement or the consummation of the transactions contemplated hereby.

(e) The Subscriber has received and read carefully documents furnished to the undersigned relating to the Company and its business (hereinafter sometimes referred to collectively, as the **"Disclosure Materials"**).

(f) The Subscriber has had the opportunity to ask questions of representatives of the Company concerning the finances, operations, business and prospects of the Company, and the Company has answered all inquiries that the Subscriber or its representatives have put to it relating to such matters. The Subscriber has had access to all additional information necessary to verify the accuracy of the information set forth in the Disclosure Materials, and has taken all the steps necessary to evaluate the merits and risks of an investment in the Company. Notwithstanding the foregoing, the only information upon which the undersigned has relied is that set forth in the Disclosure Materials. The Subscriber acknowledges that it has received no representations or warranties from the Company or any other person or entity in making this investment decision.

(g) The Subscriber has such knowledge and experience in finance, securities, investments and other business matters so as to be able to evaluate the merits and risks of making an investment in the Company and protect its interests in connection with this transaction, and its investment in the Company is not material to the Subscriber when compared to its total financial capacity and its commitment to all investments is reasonable in relation to its net worth.

(h) The Subscriber understands the various risks of an investment in the Company (including those set forth in the Disclosure Materials) and can afford to bear such risks, including, but not limited to, the risks of losing its entire investment. The Subscriber is aware that the purchase of the Securities is a highly speculative investment involving a high degree of risk, that there is no guarantee that the Subscriber will realize any gain from this investment, and that the Subscriber could lose the total amount of its investment.

(i) The Subscriber has no need for liquidity of its investment in the Company and can afford to hold the Securities for which it has subscribed for a substantial period of time.

(j) The Subscriber is fully aware that an investment in the Company involves significant risks which it may have to bear for an indefinite period of time because, (i) there will be no public market for the Securities; (ii) transfer of the Securities is subject to restrictions; and (iii) the Securities

have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or under the securities laws of any state and, therefore, cannot be resold unless they are subsequently so registered or an exemption from such registration is available.

(k) The Subscriber qualifies as an “**Accredited Investor**,” as that term is defined in Section 501(a) of Regulation D promulgated under the Securities Act. The Subscriber represents and warrants that it has completed the Investor Questionnaire attached to this Agreement (the “**Questionnaire**”), that the information contained therein is complete and accurate as of the date hereof and that all of the Subscriber’s responses to the information requested therein are incorporated into this Subscription Agreement as representations and warranties as if fully set forth herein. The undersigned agrees to furnish any additional information requested to assure compliance with applicable federal and state securities laws in connection with the purchase and sale of the Securities.

(l) The Subscriber understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Purchaser has been advised or is aware of the provisions of Rule 144, as promulgated under the Securities Act, which permit limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144, and the number of shares being sold during any three month period not exceeding specified limitations.

(m) The Subscriber acknowledges that no assurances have been made regarding any tax advantages which may accrue to it as a result of an investment in the Company, nor has any assurance been made that existing tax laws, regulations and administrative rulings will not be modified in the future, thus denying the Subscriber all or a portion of the tax benefits which may currently be, or which may become, available under existing tax laws, regulations or rulings. The Subscriber represents that it has made such independent inquiries as it deems necessary to evaluate properly its investment in the Company, including consultation with tax counsel, to determine whether such an investment is appropriate.

(n) The Subscriber understands that the Securities are being offered and sold under an exemption from registration provided for in Regulation D promulgated under Section 4(2) of the Securities Act and under similar exemption under certain state securities laws, and that this transaction has not been reviewed by, passed on or submitted to any federal or state agency or self-regulatory organization.

(o) The Securities hereby subscribed for will be acquired by the Subscriber for its own account for investment and not with a view to the resale or distribution thereof except in accordance with applicable securities laws; and no other person or entity has a direct or indirect beneficial interest in such Securities.

(p) For the period commencing thirty (30) trading days prior to the Closing, the Subscriber has not engaged in any short sales, puts, calls, futures contracts or hedging or arbitrage transactions with respect to the Company’s securities.

(q) Except as has been specifically disclosed by the Subscriber to the Company in writing, no sales commission or similar payments have been paid or are or will be owed by the Subscriber or the Company to any third party in connection with the Subscriber’s purchase of the Securities subscribed for hereby.

(r) The Subscriber, if acting in a representative or fiduciary capacity, has full power and authority to make the representations and warranties specified herein and to consummate the

transactions contemplated herein on behalf of the individual, ward, partnership, trust, estate, corporation or other entity for which the Subscriber is so acting, and such individual, ward, partnership, trust, estate, corporation or other entity has full right and power to enter into the transactions contemplated herein.

(s) The Subscriber certifies under penalties of perjury that the taxpayer identification number furnished to the Company in the Questionnaire is its correct taxpayer identification number and the Subscriber further certifies that it is not subject to backup withholding, either because the Subscriber has not been notified by the Internal Revenue Service that it is subject to backup withholding or because the Internal Revenue Service has notified it that it is no longer subject to backup withholding.

(t) The Subscriber is a party which (A) was not formed for the purpose of purchasing an interest in the Company, (B) did not raise additional capital, whether from then existing security holders or from others, in contemplation of the purchase by the Subscriber of an interest in the Company and (C) had no change in the ownership of its securities in contemplation of the purchase by the Subscriber of an interest in the Company.

If the Subscriber is a trust, its beneficiaries shall be deemed to be the owners of its securities for purposes of this Section 3(t). The Subscriber hereby covenants and agrees that, as long as it shall hold securities of the Company, (x) neither the Subscriber nor any company controlling the Subscriber will be registered or required to be registered as an investment company under the Investment Company Act, and (y) the Subscriber will not permit the value of all securities owned by it of all issuers which are or would, but for the exception set forth in subparagraph (1)(A) of Section 3(c) of the Investment Company Act, be excluded from the definition of investment company solely by paragraph (1) of Section 3(c) of the Investment Company Act, to exceed 10% of the value of the Subscriber's total assets.

(u) The Subscriber has enclosed with this Subscription Agreement appropriate evidence of the authority of the individual executing this Subscription Agreement to act on its behalf (e.g., if a trust, a certified copy of the trust agreement; if a corporation, a certified corporate resolution authorizing the signature and a certified copy of the articles of incorporation; or if a partnership, a certified copy of the partnership agreement).

4. Representations and Warranties of the Company. The Company hereby represents and warrants to and agrees with the Subscriber that each of the following statements are true and correct on the date hereof and, if this subscription is accepted by the Company in whole or in part:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada. The Company has all requisite corporate power and authority to own and operate its properties and assets, to execute and deliver this Agreement, to issue and sell the Securities and to carry out the provisions of this Agreement and those set for in the Company's Articles of Incorporation (the "**Charter**").

(b) The rights, preferences, privileges and restrictions of the Shares are as set forth in the Charter. When issued in compliance with the provisions of this Agreement and the Charter, the Shares will be validly issued, fully paid and non-assessable, and will be free of any liens or encumbrances; provided, however, that the Shares may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time a transfer is proposed.

(c) The authorization, execution and delivery of this Agreement and the issuance of the Securities by the Company will not constitute or result in a default or violation of any law or regulation

applicable to the Company or any term or provision of the Company's Charter or bylaws or any material agreement or instrument by which it is bound or to which its properties or assets are subject.

(d) Assuming the accuracy of the Subscriber's representations and warranties contained herein, the offer, sale and issuance of the Securities will be exempt from the registration requirements of the Securities Act, and will have been registered or qualified (or will be exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws. Neither the Company nor any agent on its behalf has solicited or will solicit any offers to sell or has offered to sell or will offer to sell all or any part of the Securities to any person or persons so as to bring the sale of the Securities by the Company within the registration provisions of the Securities Act or any state securities laws.

(e) There are no claims, actions, suits, arbitrations, proceedings or investigations by or against the Company. The Company and its assets and properties are not subject to any governmental order.

(f) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement, except for any filing required under federal or applicable state securities laws.

(g) The Company is not in violation or default of any provision of its organizational documents or of any instrument, judgment, order, writ, decree or material contract to which it is a party or by which it is bound or, to its knowledge, of any provision of any federal or state statute, rule or regulation applicable to the Company. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree or material contract or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company.

(h) The properties and assets that the Company owns are free and clear of all mortgages, deeds of trust, liens, loans and encumbrances, except for Permitted Liens (as such term is defined in the Note) and encumbrances and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets. With respect to the property and assets it leases, the Company is in material compliance with such leases and, to its knowledge, holds a valid leasehold interest free of any liens, claims or encumbrances other than those of the lessors of such property or assets.

5. Confidentiality. The Subscriber has not reproduced this Subscription Agreement, the Questionnaire or any other Disclosures Materials to any person other than its investment and legal advisors in connection with its investment in the Securities and agrees that it shall continue to keep confidential all such Disclosure Materials, including the contents thereof until such time that the same may be publicly disclosed by the Company.

6. Provision of Information; Cooperation. The Subscriber agrees that it will execute such other documents as may be necessary to complete the transactions contemplated hereby. The Subscriber understands that the Company will rely upon the information contained herein for purposes of determining the status of the Subscriber as a suitable investor. The Subscriber agrees to furnish such other information to the Company as may be requested in order to satisfy the Company that the Subscriber is a suitable investor and qualified to purchase Securities as an Accredited Investor.

7. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States), or delivered against receipt, as the case may be (a) to the Company at the address set forth on the first page of this Subscription Agreement, or (b) to the Subscriber, to the business address set forth on the applicable signature page (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7). Any notice given to any corporate party shall be addressed to the attention of its Corporate Secretary. Any notice or other communication given by certified mail (or by such comparable method) shall be deemed given at the time of receipt thereof. Notwithstanding the foregoing, any notice, including any prospectus, required to be delivered in accordance with Section 7 hereof may be given by the Company to the Subscriber by e-mail to the address set forth on the signature page hereto

8. **Indemnification.** The Subscriber acknowledges that the Subscriber understands the meaning and legal consequences of the representations and warranties and other provisions which are contained herein and hereby agrees to indemnify, save and hold harmless the Company and its officers, directors and counsel from and against any and all claims, actions or arising out of a breach of any representation, warranty or acknowledgment of the undersigned contained in this Agreement or the Questionnaire. Such indemnification shall be deemed to include not only the specific liabilities or obligation with respect to which such indemnity is provided, but also all reasonable costs, expenses, counsel fees and expenses of settlement relating thereto, whether or not any such liability or obligation shall have been reduced to judgment.

9. **Assignment.** The Subscriber may not sell, assign, transfer or otherwise convey any of its rights or delegate any of its duties under this Subscription Agreement without the prior written consent of the Company. Any attempted sale, assignment, transfer, conveyance or delegation in violation of this Section 9 shall be void.

10. **Governing Law.** This Subscription Agreement shall be governed by and construed in accordance with the laws of State of California, without giving effect to conflicts of law. The Subscriber hereby submits to the jurisdiction of the courts of the State of California for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. The Subscriber hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which he, she or it may now or hereafter have to the laying of venue of such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

11. **Pronouns.** As used herein, any masculine, feminine or neuter personal pronoun shall be considered to mean the corresponding masculine, feminine or neuter personal pronoun, as the context requires; and any singular or plural reference shall be considered to mean the corresponding singular or plural reference, as the context requires.

12. **Entire Agreement.** The parties have not made any representations or warranties with respect to the subject matter hereof not set forth herein, and this Subscription Agreement, together with any instruments executed simultaneously herewith, constitutes the entire agreement between them with respect to the subject matter hereof. All understandings and agreements heretofore had between the parties with respect to the subject matter hereof are merged in this Subscription Agreement and any such instrument, which alone fully and completely expresses their agreement.

13. **Modifications.** This Subscription Agreement may not be changed, modified, extended, terminated or discharged orally, but may only be changed by an agreement in writing, which is signed by all of the parties to this Subscription Agreement.

14. Further Assurances. The parties agree to execute any and all such other and further instruments and documents, and to take any and all such further actions reasonably required to effectuate this Subscription Agreement and the intent and purposes hereof.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Subscriber has executed this Subscription Agreement, which also constitutes its execution of the consent to jurisdiction contained herein.

INVESTMENT AMOUNT: \$ _____

NUMBER OF SHARES: _____

Exact Name in Which Title is to be Held

Social Security or Taxpayer ID #

Address: Number and Street

Telephone Number

Address: City, State, and Zip Code

Email Address

Check type of entity (if applicable):

____ TRUST

____ LLC

____ CORPORATION

____ OTHER

Entity's principal place of business (if other than above):

Address: Number and Street

Address: City, State, and Zip Code

SIGNATURE OF INDIVIDUAL: _____

(Print Name)

SIGNATURE OF AUTHORIZED PARTY (if applicable): The below signed individual, trustee, partner or officer represents and warrants that he or she has full power and authority from all necessary beneficiaries, partners, directors or stockholders of the entity named above to execute this Subscription Agreement on behalf of the entity and that investment in the Company is not prohibited by the governing documents of the entity.

(Signature)

Date: _____

Name (Please Print)

Title of Person Executing Agreement

[COMPANY SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT]

ACCEPTED AND AGREED TO:

EPH TECHNOLOGIES, INC.

Frank Romano, Chief Executive Officer

INVESTOR QUESTIONNAIRE

Instructions: Check all boxes below which correctly describe you, the Subscriber.

- ☐ You are (i) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), (ii) a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or fiduciary capacity, (iii) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), (iv) an insurance company as defined in Section 2(13) of the Securities Act, (v) an investment company registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”), (vi) a business development company as defined in Section 2(a)(48) of the Investment Company Act, (vii) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the Small Business Investment Act of 1958, as amended, (viii) a plan established and maintained by a state, its political subdivisions, or an agency or instrumentality of a state or its political subdivisions, for the benefit of its employees and you have total assets in excess of \$5,000,000, or (ix) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and (1) the decision that you shall subscribe for and purchase the Securities (the “Securities”), is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, (2) you have total assets in excess of \$5,000,000 and the decision that you shall subscribe for and purchase the Securities is made solely by persons or entities that are accredited investors, as defined in Rule 501 of Regulation D promulgated under the Securities Act (“Regulation D”) or (3) you are a self-directed plan and the decision that you shall subscribe for and purchase the Securities is made solely by persons or entities that are accredited investors.
- ☐ You are a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.
- ☐ You are an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), a corporation, Massachusetts or similar business trust or a partnership, in each case not formed for the specific purpose of making an investment in the Securities and with total assets in excess of \$5,000,000.
- ☐ You are a director or executive officer of EPH Technologies, Inc.
- ☐ You are a natural person whose individual net worth, or joint net worth with your spouse, exceeds \$1,000,000 at the time of your subscription for and purchase of the Securities.
- ☐ You are a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with your spouse in excess of \$300,000 in each of the two most recent years, and who has a reasonable expectation of reaching the same income level in the current year.
- ☐ You are a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose subscription for and purchase of the Securities is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D.
- ☐ You are an entity in which all of the equity owners are persons or entities described in one of the preceding paragraphs.

☐ You are a “qualified institutional buyer,” as defined in Rule 144A under the Securities Act.

The undersigned hereby represents and warrants that all of its answers to this Investor Questionnaire are true as of the date of its execution of the Subscription Agreement pursuant to which it purchased securities of the Company.

Name of Subscriber [please print]

Name of Co-Subscriber [please print]

Signature of Subscriber (Entities please
provide signature of Subscriber’s duly
authorized signatory.)

Signature of Co-Subscriber

Name of Signatory (Entities only)

Title of Signatory (Entities only)