



***506(b) CONFIDENTIAL PRIVATE PLACEMENT
MEMORANDUM SUBSCRIPTION DOCUMENTS***

**PLEASE COMPLETE THE FOLLOWING 2 MANDATORY FORMS HEREIN. THEY ARE TO
BE RETURNED TO ISSUER UPOWER, INC., APPROPRIATELY COMPLETED BY THE
ACCREDITED INVESTOR (AI):**

- EXHIBIT A – Purchaser Representative Questionnaire (If Applicable)
1) **EXHIBIT B – Purchaser Suitability Questionnaire**
EXHIBIT C – Subscription Agreement Non-U.S. Person(s) (If Applicable)
2) **EXHIBIT D – Subscription Agreement U.S. Person(s)**

**Upower, Inc.
6382 NW 23rd Street
Boca Raton, Florida 33434
Office 561-212-3500**

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EXHIBIT B – Purchaser Suitability Questionnaire

PURCHASER SUITABILITY QUESTIONNAIRE

CONFIDENTIAL

UPOWER, INC.

OFFEREE QUESTIONNAIRE

INSTRUCTIONS.

This Questionnaire is to be completed by each person who intends to purchase Shares ("Shares") of **Upower, Inc.**, a Delaware corporation (the "Company"). The purpose of this Questionnaire is to assure the Company that each investor meets the "accredited investor" definition set forth under Rule 501 of the Securities Act of 1933, as amended (the "Act").

If the answer to any question is "None" or "Not Applicable," please so state. If you require additional space, please use separate sheets of paper, identifying the question responded to.

Your answers will be kept strictly confidential at all times. However, by signing this Questionnaire, you agree that the Company may present this Questionnaire to such persons/entities as it may deem appropriate if called upon to establish the availability under the Act or under any state securities laws of an exemption from registration of the private offering.

Please complete, sign, date and return one copy of this Questionnaire.

PLEASE PRINT

Name

Address

Name of Business

Business Address

Telephone (Home)



Telephone (Mobile)

Email Address

1. Set forth in the space provided below the state(s) in which you have maintained your principal residence during the past two (2) years and the dates during which you resided in each state.

2. Do you maintain a residence or office in any other state? If yes, which state(s)?

3. In which states, if any, do you pay state income tax?

4. In which states do you hold driver's licenses?

5. In which states, if any, do you hold business related licenses?

6. What is your date of birth?

7. Was your income (from all sources) individually, or jointly with spouse (check one) for the calendar years ending December 31st, 2016 and December 31st, 2017 more than (check one):

___ \$75,000; ___ \$100,000; ___ \$200,000; ___ \$300,000

8. Is your (individually or jointly with spouse) yearly income (from all sources) for the one-year period ending December 31st, 2017 reasonably expected to be in excess of (check one):

___ \$75,000; ___ \$100,000; ___ \$200,000; ___ \$300,000

• What percentage of your income as shown above is anticipated to be derived from sources other than salary? ___%

9. Is your net worth, individually or jointly with your spouse, as of the date below less than or in excess of (check one) U.S. \$1,000,000 (excluding from such determination such person's/persons' primary residence; also, if such primary residence has a mortgage or other encumbrance against it greater than the fair market value of such residence and the mortgagee or other lender has recourse against the person/persons personally for any deficiency, the excess liability will have to be deducted from the person's/persons' net worth);

___ under \$1,000,000
✓ over \$1,000,000

(b) What percentage of your net worth as shown is invested in marketable securities (stocks, bonds, debentures or notes)? ___%

(c) What percentage of your net worth as shown above constitutes illiquid assets? ___%

(d) What percentage of your net worth as shown above constitutes liquid assets (cash or assets readily convertible to cash)? ___%



10. If an entity: Does the entity have: ___ More Than **or** ___ Less Than \$5,000,000 in total assets?
 Was the entity formed for the specific purpose of acquiring the securities offered?
 ___ Yes ___ No

Are all of the equity owners accredited investors, as such term is defined under Rule 501 of the Act and as set forth in the Offering Memorandum? ___ Yes ___ No

11. Investment experience:

(a) Please indicate the frequency of your investment in non-marketable securities:

___ Often; ___ Occasionally; ___ Seldom; ___ Never

12. (a) I have ___/have not ___ (check one) selected anyone to serve as my Purchaser Representative to assist or advise me in connection with evaluating the risks and merits of the prospective investment.

(b) If you have been counseled by a Purchaser Representative, please provide the name, address and qualifications of each person so designated (use additional sheets, if required):

 Name

 Address

13. (a) **I am** / am not ___ acting for my own account.

(b) If not acting for your own account, complete the following:

(i) Capacity in which I am acting (agent, trustee or otherwise):

(ii) Name, address and telephone number(s) or person(s) I represent:

(iii) Evidence of authority (attach):

To the best of my knowledge and belief, the above information supplied by me is true and correct in all respects.

Signature of Offeree

(Please type or print name)

_____, 2018
Date



EXHIBIT D – Subscription Agreement U.S. Person(s)

SUBSCRIPTION AGREEMENT FOR U.S. RESIDENT ACCREDITED INVESTORS

THE SECURITIES WHICH ARE THE SUBJECT OF THIS SUBSCRIPTION AGREEMENT HAVE NOT BEEN REGISTERED WITH OR APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES REGULATORY AUTHORITY, NOR HAS ANY SUCH AUTHORITY PASSED UPON THE MERITS OF THIS OFFERING. THE ISSUANCE OF THE SECURITIES OFFERED HEREBY OR THE PAYMENT OR THE RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE IS UNLAWFUL UNLESS THIS OFFERING OR SUBSEQUENT SALE IS EXEMPT FROM SUCH FEDERAL AND STATE REGISTRATION REQUIREMENTS. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE SALE BEING SO EXEMPT.

ALL CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE SAME MEANING AS SET FORTH IN THE COMPANY'S PRIVATE PLACEMENT OFFERING MEMORANDUM.

Upower, Inc.
6382 NW 23rd Street
Boca Raton, Florida 33434

1. **Subscription.** The undersigned subscriber (the "Undersigned") hereby irrevocably agrees to subscribe for _____ shares of Common Stock (the "Shares" or the "Securities") of Upower, Inc., a Delaware corporation (the "Company") at a price of \$2.50 per Share and tenders his/her/its payment of \$ _____ to Upower, Inc. on the terms set forth herein. The Minimum Investment is \$50,000 (20,000 Shares) and is subject to the discretion of Company management to accept subscriptions for a lesser amount, and the Maximum Offering is \$25,000,000 (10,000,000 Shares). The completion of this Offering is not subject to the purchase of a minimum number of Shares. All funds received will be deposited directly into the Company's operating account and not be subject to refund except in accordance with applicable law. This Offering will extend to the Termination Date. All of the Securities issued to the Undersigned will be restricted securities under the Act and will include the standard legend required by such Act.
2. **Acceptance of Subscription.** It is understood and agreed that the Company shall have the right, in its sole discretion, to accept or reject this subscription, in whole or in part, notwithstanding tender of payment, and that the same shall be deemed to be accepted by the Company only when this Subscription Agreement may be signed by the Company. This Subscription may not be terminated or revoked by the Undersigned, except as provided hereafter. In the event this subscription is rejected by the Company, the consideration for this subscription will be returned promptly to the Undersigned without interest and without deduction for any expenses.
3. **Representations, Warranties and Covenants of the Undersigned.** The undersigned hereby represents and warrants to and covenants with the Company that:
 - a. The Undersigned has adequate means of providing for the Undersigned's current needs and possible contingencies, and the Undersigned has no need now, anticipates no need for the foreseeable future, to sell the Securities for which the Undersigned hereby subscribes. The Undersigned is able to bear the economic risks of this investment, has no need for liquidity with respect to the Shares and consequentially, without limiting the generality of the foregoing, the Undersigned is able to hold the Securities for an indefinite period of time and has a sufficient net worth to sustain a loss of the Undersigned's entire investment in the Securities in the event such a loss should occur.
 - b. The Undersigned has such knowledge and experience in financial and business matters that the undersigned is capable of evaluating alone or together with a purchaser representative, the merits and risks of the prospective investment. (Make "X" for the appropriate representation)



- i. The Undersigned ____ has **NOT** utilized a purchaser representative; or
 - ii. The Undersigned ____ has utilized a purchaser representative.
- c. The Undersigned is purchasing the Shares, for investment and not with view to distribution, as such term is utilized under the Act.
- d. The Undersigned is an “accredited investor” as such term is defined under Rule 501 of Regulation D under the Act, herein and in the Purchaser Suitability Questionnaire attached as Exhibit B.
- e. The Company will sell Shares only to those persons it believes meet the financial qualifications for an ‘accredited investor’. Any person or entity, which meets any one of the qualifications listed below, shall be considered an ‘accredited investor’. An ‘accredited investor’ is defined in Rule 501(a) of Regulation D promulgated under the Act. Accredited investors include but are not limited to the following:

CIRCLE THE APPROPRIATE SELECTION(S) BELOW:

- Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any 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; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000; Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
- Any natural person whose individual net worth, or joint net worth with that person's spouse at the time of his purchase, exceeds U.S. \$1,000,000 (excluding from such determination such person's/persons' primary residence; also, if such primary residence has a mortgage or other encumbrance against it greater than the fair market value of such residence and the mortgagee or other lender has recourse against the person/persons personally for any deficiency, the excess liability will have to be deducted from the person's/persons' net worth);
- Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- Any 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 described in Rule 506(b)(2)(ii) and;



- Any business in which all of the equity owners are accredited investors.
 - f. The undersigned has received the Company's Private Placement Memorandum and all exhibits thereto (the "Memorandum"), has had the opportunity to obtain any additional information necessary to verify the accuracy of the information contained in such documents and to evaluate the merits and risks of the investment, has been given the opportunity to meet with officials of the Company and to have such officials answer any questions regarding the Company and the terms and conditions of this particular investment, and all such questions have been answered to the Undersigned's full satisfaction. In reaching the conclusion that the Undersigned desires to acquire the Shares, the Undersigned has carefully evaluated the Company's business plan, financial resources and the Undersigned prospective investment and acknowledges that the Undersigned is able to bear the economic risks of the investment.
 - g. The Undersigned has received no representations from the Company, its affiliates or its employees or agents inconsistent with those contained in the Memorandum. In making the Undersigned's decision to subscribe for the Shares, the Undersigned has relied solely upon the Undersigned's review of such documents and independent investigation made by him/her/it.
 - h. The information provided by the Undersigned contained in the accompanying Purchaser Suitability Questionnaire is true and correct.
 - i. The Undersigned acknowledges that the Securities offered have not been registered under the Act in reliance on an exemption for transactions by an issuer not involving a public offering and is intended to be a non-public offering pursuant to Section 506(c) of the Act and further understands that the Undersigned is purchasing the Shares without being furnished any prospectus setting forth all of the information that may be furnished under the Act.
 - j. The Undersigned understands and acknowledges that the Shares constitute "restricted securities" as such term is defined under Rule 144 under the Act, and cannot be publicly sold except if the Shares are registered under the Act, or an exemption from securities registration is available. The Company has no obligation to register the Shares for public resale under the Act, does not currently comply with the public information requirements (which are required, subject to volume, manner of sale and other restrictions and limitations, for sale of restricted securities held for at least one year by affiliates (as such term is defined under Rule 405 under the Act) of the Company (persons who are not affiliates, and have not been such for the three months preceding a proposed sale of their subject Shares, may publicly sell such Shares, assuming a market exists, without any restrictions or limitations after a one year holding period in accordance with Rule 144), and may never so comply. There is currently no public market for the Company's common stock or the Shares. The Company is not planning on taking any steps to facilitate a public market in the Shares and we are uncertain at this time as to what efforts, if any, we may undertake to facilitate a public market in the Company's common stock. Prospective investors in this Offering who desire immediate liquidity as to their investment should not participate in this Offering.
 - k. The Undersigned acknowledges and agrees that the Company, its officers and directors have not provided any financial or tax advice and the Undersigned has relied solely upon the advice of his/her/its own tax and legal advisors with respect to tax and other legal aspects of this investment.
4. **Restriction on Transfer.** The Subscriber understands and agrees that the sale, pledge, hypothecation or transfer of the Shares are subject to provisions of the Act restricting transfers, unless they are registered under the Act and applicable state securities laws or exempt from the registration requirement thereof. A legend shall be placed on the Shares, to the effect that they have not been registered under the Act or applicable state securities laws and appropriate notations thereof will be made in the Company's stock transfer records.
5. **Responsibility.** The Company's senior management will exercise their best judgment in the conduct of all matters arising under this Subscription Agreement; provided, however, that this provision shall not enlarge, limit or otherwise affect the liability of the Company or its members of senior management. The Investor shall



indemnify and hold harmless the Company, any Company or entity affiliated with the Company, the officers, directors and employees of any of the foregoing, or any professional adviser thereto, from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees at trial or on appeal, to which said entities and persons may be subject or which said entities and persons incur by reason of or in connection with any misrepresentation made by the Investor, any breach of any of the Investor's representation warranties and covenants or the Investor's failure to fulfill any of the covenants or agreements under this Subscription Agreement.

6. **Assignment.** This Subscription Agreement is not assignable by the Undersigned without prior written consent of the Company which consent may be withheld, in the Company's sole discretion and without liability to the Company and/or its officers, directors, employees, security holders or agents. Any attempted assignment without such consent shall be void.
7. **Termination.** This Subscription Agreement may not be canceled, terminated, or revoked by the Undersigned except in accordance with applicable law.
8. **Notices.** All notices and other communications hereunder shall be delivered or mailed to the Undersigned at the Undersigned's address listed on the signature page hereof, or to the Company, at the address set forth at the beginning hereof, or to such other address of either party furnished by notice given in accordance with this paragraph.
9. **Governing Law.** The Subscription Agreement shall be construed in accordance with and governed in all respects exclusively by the laws of the State of Florida without reference to the conflict or choice of law provisions thereof. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Subscription Agreement. This Subscription Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors, permitted assigns, executors and administrators. This Subscription Agreement together with the Memorandum and all accompanying exhibits represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and cannot be amended, supplemented or modified except by an instrument in writing signed by the party against whom enforcement of any such amendment, supplement or modification is sought. The inapplicability of any provision of this Subscription Agreement shall in no manner affect the right to enforce the other provisions of same, and the waiver of any party of any breach of any provision of this Subscription Agreement shall not be construed to be a waiver by such party of any succeeding breach of such provision or waiver by such party of any breach of any provision. Any action and/or proceeding relating to or arising out of this Subscription Agreement and/or the Offering shall be brought solely in the federal and/or state courts located in Palm Beach County, Florida. The prevailing party shall be entitled to recover his/her/it's reasonable attorney's fees and costs from the other party.
10. **Counterparts.** This Subscription Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
11. **Survival of Representations, Warranties, Covenants and Agreements.** These representations, warranties, covenants and agreements contained herein shall survive the delivery of and the payment for the Shares.
12. **For Florida Residents only.** Pursuant to Section 517.061(11)(a)(5) of the Florida statutes, if securities are sold to five or more Florida residents, Florida investors will have a three (3) day right of rescission. Investors who have executed a Subscription Agreement may elect, within three (3) business days after the first tender of consideration therefore, to withdraw their Subscription and receive a full refund (without interest) of any money paid by them. Such withdrawal will be without any further liability to any person. To accomplish such withdrawal, an investor need only send a letter or telegram to the Company at the address shown herein indicating his/her/its intention to withdraw. Such letter or telegram must be sent and postmarked prior to the end of the aforementioned third business day. If sending a letter, an investor should send it by certified mail, return receipt requested, to ensure that it is received and to evidence the time when it is mailed. Any oral requests for rescission should be accompanied by a request for written confirmation that the oral request was received on a timely basis.



13. **For Pennsylvania Residents Only.** Pursuant to Section 207(m) of the Pennsylvania Securities Act of 1972 (70 P.S. Section 1-207(m)), you may elect, within two business days after your receipt of this Memorandum to withdraw your purchase agreement and receive a full refund of all monies paid by you. Your withdrawal will be without any further liability to any person. To accomplish this withdrawal, you need only send a letter or telegram to the issuer (or underwriter if one is listed on the front page of the Memorandum) indicating your intention to withdraw. Such letter or telegram should be sent and postmarked prior to the end of the aforementioned second business day. If you are sending a letter, it is prudent to send it by certified mail, return receipt requested, to ensure that it is received and also to evidence the time when it was mailed. Should you make the request orally, you should ask for written confirmation that your request has been received.

IN WITNESS WHEREOF, I have executed this Subscription Agreement and hereby subscribe for _____
 _____ Shares this _____ day of _____ (Month), 2018

Signature of Subscriber

Investor Information

Please Print the following Information

 Subscriber's Name

 Subscriber's Tax ID or Social Security #

 Subscriber's Address

 Subscriber's Address

 Subscriber's Email Address

 Subscribers Home Phone #

 Subscribers Cell Phone #



SUBSCRIPTION ACCEPTED:

Upower, Inc. hereby accepts the foregoing subscription subject to the terms and conditions thereof as of this _____ day of _____, 2018

By: _____
 David Macias, Chairman/CEO