



SUBSCRIPTION AGREEMENT

Common Stock of OrgHarvest, Inc.

This subscription agreement (this “**Subscription Agreement**”) is dated _____, 2019, by and between the investor identified on the signature page hereto (the “**Investor**”) and OrgHarvest, Inc., a Delaware corporation (the “**Company**”), whereby the parties agree as follows:

1. Subscription

Investor agrees to buy and the Company agrees to sell and issue to Investor such number of shares (the “**Shares**”) of the Company’s common stock, \$0.001 par value per share, as set forth on the signature page hereto, for an aggregate purchase price (the “**Purchase Price**”) equal to the product of (i) the aggregate number of Shares the Investor has agreed to purchase, and (ii) the purchase price per share (the “**Purchase Price**”) as set forth on the signature page hereto. The Purchase Price is set forth on the signature page hereto.

The Shares are being offered pursuant to an offering statement on Form 1-A, File No. 024-10885 (the “**Offering Statement**”). The Offering Statement will have been qualified by the Securities and Exchange Commission (the “**Commission**”) prior to issuance of any Shares and acceptance of Investors’ subscription. The offering circular (the “**Offering Circular**”) which forms a part of the Offering Statement, however, is subject to change. A final Offering Circular and/or supplement to the Offering Circular will be delivered to the Investor as required by law.

The Shares are being offered by the Company on a “best efforts” basis. The completion of the purchase and sale of the Shares (the “**Closing**”) shall take place at a place and time (the “**Closing Date**”) to be specified by the Company and Selling Agent in accordance with Rule 15c6-1 promulgated under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). Upon satisfaction or waiver of all the conditions to closing set forth in the Offering Statement, at the Closing: (i) the Investor shall pay the Purchase Price by check or by wire transfer of immediately available funds to the Company’s escrow account per wire instructions as provided on the signature line below, and (ii) if the Company is eligible, the Company shall cause the Shares to be delivered to the Investor with the delivery of the Shares to be made through the facilities of The Depository Trust Company’s DWAC system in accordance with the instructions set forth on the signature page attached hereto under the heading “DWAC Instructions” (or, if the Company is not eligible to use the facilities of The Depository Trust Company’s DWAC system or if requested by the Investor on the signature page hereto, through the physical delivery of certificates evidencing the Shares to the residential or business address indicated thereon).

Any participating broker dealers (the “**Members**”) shall confirm, via a dealer agreement or master dealer agreement that it will comply with Exchange Act Rule 15c2-4. As per Exchange Act Rule 15c2-4 and FINRA Notice to Members Rule 84-7 (the “**Rule**”), all checks that are accompanied by a subscription agreement will be promptly sent along with the subscription agreements to the escrow account by noon the next business day. In regards to monies being wired from an investor’s bank account, the Members shall request the investors send their wires by the next business day, however, the Company cannot insure the investors will forward their respective monies as per the Rule. In regards to monies being sent from an investor’s account held at the participating broker, the funds will be “promptly transmitted” to the escrow agent following the receipt of a completed subscription document and completed wire instructions by the investor to send funds to the escrow account. Absent unusual circumstances, funds in customer accounts will be transmitted by noon of the next business day. In the event that funds are sent in and the offering does not close for any reason prior to the Termination Date set forth in the final Offering Statement, all funds will be returned to investors promptly in accordance with the escrow agreement terms and applicable law.

2. Certifications, Representations and Warranties

In order to induce the Company to accept this Subscription Agreement for the Shares and as further consideration for such acceptance, the undersigned hereby makes, adopts, confirms and agrees to all of the following



covenants, acknowledgments, representations and warranties with the full knowledge that the Company and its affiliates will expressly rely thereon in making a decision to accept or reject this Subscription Agreement:

I understand that to purchase Shares, I must either be an “accredited investor” as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended, or I must limit my investment in the Shares to a maximum of: (i) 10% of my net worth or annual income, whichever is greater, if I am a natural person, or (ii) 10% of my revenues or net assets, whichever is greater, for my most recently completed fiscal year, if I am a non-natural person.

I understand that if I am a natural person I should determine my net worth for purposes of these representations by calculating the difference between my total assets and total liabilities. I understand this calculation must exclude the value of my primary residence and may exclude any indebtedness secured by my primary residence (up to an amount equal to the value of your primary residence). In the case of fiduciary accounts, net worth and/or income suitability requirements may be satisfied by the beneficiary of the account or by the fiduciary, if the fiduciary directly or indirectly provides funds for the purchase of the Shares.

I hereby represent and warrant that I meet the qualifications to purchase Shares because:

- The aggregate purchase price for the Shares I am purchasing in the Offering does not exceed 10% of my net worth or annual income, whichever is greater.
- I am an accredited investor.

I understand that the Company reserves the right to, in its sole discretion, accept or reject this Subscription, in whole or in part, for any reason whatsoever, and to the extent not accepted, unused funds transmitted herewith shall be returned to the undersigned in full, with any interest accrued thereon.

I have received the Offering Circular.

I am purchasing the Shares for my own account.

I hereby represent and warrant that I am not, and am not acting as an agent, representative, intermediary or nominee for any person identified on the list of blocked persons maintained by the Office of Foreign Assets Control, U.S. Department of Treasury. In addition, I have complied with all applicable U.S. laws, regulations, directives, and executive orders relating to anti-money laundering including but not limited to the following laws: (i) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, and (ii) Executive Order 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) of September 23, 2001.

By making the foregoing representations you have not waived any right of action you may have under federal or state securities law. Any such waiver would be unenforceable. The Company will assert your representations as a defense in any subsequent litigation where such assertion would be relevant. This Subscription Agreement and all rights hereunder shall be governed by, and interpreted in accordance with, the laws of the State of Delaware without giving effect to the principles of conflict of laws.

3. Miscellaneous

This Subscription Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and shall become effective when counterparts have been signed by each party and delivered to the other parties hereto, it being understood that all parties need not sign the same counterpart. Execution may be made by delivery by facsimile or via electronic format.

All communications hereunder, except as may be otherwise specifically provided herein, shall be in writing and shall be mailed, hand delivered, sent by a recognized overnight courier service such as FedEx, or sent via facsimile and confirmed by letter, to the party to whom it is addressed at the following addresses or such other address as such party may advise the other in writing:



To the Company: as set forth on the signature page hereto.

To the Investor: as set forth on the signature page hereto.

All notices hereunder shall be effective upon receipt by the party to which it is addressed.

If the foregoing correctly sets forth the parties' agreement, please confirm this by signing and returning to the Company the duplicate copy of this Subscription Agreement.

[Signature Page Follows]

Accessed by
from 3.234.208.66:37158

Accessed by
from 3.234.208.66:37158



[Signature Page to Investor Subscription Agreement for OrgHarvest, Inc.]

If the foregoing correctly sets forth the parties' agreement, please confirm this by signing and returning to the Company the duplicate copy of this Subscription Agreement.

Number of Shares: _____

Bonus shares-----

Purchase Price per Share: 25 cents
\$ _____

Aggregate Purchase Price: \$ _____

OrgHarvest, Inc.

By: Frank Celecia
Name: Frank Celecia
Title: CEO

Address for Notice:

Orgharvest, Inc.
774 Mays Boulevard 10-536
Incline Village, Nevada 89451

INVESTOR:

By: _____
Name: _____
Title: _____

Address for Notice:

Check Method of Payment: Check enclosed _____ or
 Please wire \$ _____ from my account held at: _____
Account Title: _____; Account Number: _____

To the following instructions: **Bank Of America**
Account # 325014611911
ABA 121000358
SWIFT CODE / BOFAUS3N
Account Title: OrgHarvest Inc.
Telephone No. 310-460-8426

By: _____ Date _____ 2018
Name:



Select method of delivery of Shares: DRS or DWAC (Electronic Form)
DWAC DELIVERY DWAC Instructions:

1. Name of DTC Participant (broker dealer at which the account or accounts to be credited with the Shares are maintained):

2. DTC Participant Number:

3. Name of Account at DTC Participant being credited with the Shares:

4. Account Number of DTC Participant being credited with the Shares:

Or DRS Electronic Book Entry Delivery Instructions:
Name in which Shares should be issued:

Address: _____; Street _____

City/State/Zip: _____; Attention: _____

Telephone No.: _____

Accessed by
from 3.234.208.66:37158