

**ALELO INC.  
ADDENDUM TO  
FLASHSEED PREFERRED STOCK SUBSCRIPTION AGREEMENT**

THIS ADDENDUM TO FLASHSEED PREFERRED STOCK SUBSCRIPTION AGREEMENT (this “**Addendum**”) is made as of the date set forth on the signature page below by the “Investor” set forth on the signature page below (“**Investor**”) for the benefit of Alelo Inc., a California corporation (the “**Company**”).

**WHEREAS**, Investor and the Company have entered into a FlashSeed Preferred Stock Subscription Agreement dated on or prior to the date of this Addendum (the “**Purchase Agreement**”). Capitalized terms used in this Addendum and not otherwise defined have the meanings set forth in the Purchase Agreement.

**WHEREAS**, this Addendum is being delivered by Investor to confirm Investor’s status as an eligible purchaser pursuant to the offer and sale of Shares outside the United States within the meaning of Regulation S under the Securities Act (“**Regulation S**”) in accordance with Regulation S.

**NOW, THEREFORE**, as a material inducement for the Company’s sale and issuance of Shares under the Purchase Agreement, and as a condition to the closing of the sale of such Shares, Investor represents and warrants to, and agrees with, the Company and FlashFunders as follows:

- 1.** Investor’s principal address is outside the United States. Investor was located outside the United States at the time any offer to buy the Shares was made to Investor and at the time of the subscription for the Shares. Investor is not a “U.S. person” (as defined in Rule 902(k) under the Securities Act) (a “**Non-U.S. Person**”).
- 2.** Investor’s purchase of the Shares is and will be for Investor’s own account or for the account of one or more other Non-U.S. Persons located outside the United States at the time any offer to buy the Shares was made and at the time of the subscription for the Shares.
- 3.** Neither Investor, nor any person acting on its behalf, has or will solicit offers for, or offer or sell, the Shares in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act. Investor will not offer or sell any Shares in the United States or, directly or indirectly, to a U.S. Person, as that term is defined in Regulation S, except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the Securities Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in each case in accordance with applicable state securities laws. The Shares may be offered or sold by Investor to a U.S. Person prior the end of the twelve (12) month period following the closing of the sale of Shares to Investor only in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the provisions of the Securities Act or an exemption therefrom.
- 4.** Investor will not engage in hedging transactions involving the Shares or Common Stock unless in compliance with the Securities Act.
- 5.** Investor understands and acknowledges that the Shares are being offered in a transaction not involving any public offering within the United States within the meaning of the Securities

Act and that the Shares have not been registered under the Securities Act and that the Shares will bear the following legend (in addition to any other required legends):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS PURSUANT TO REGULATIONS UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THE SECURITIES EVIDENCED HEREBY (1) BY ITS ACQUISITION HEREOF REPRESENTS THAT (A) IT IS AN "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501 UNDER THE U.S. SECURITIES ACT) OR (B) IT IS NOT A "U.S. PERSON" (WITHIN THE MEANING OF RULE 902 OF THE U.S. SECURITIES ACT AND (2) IS HEREBY NOTIFIED THAT THE SELLER OF THESE SECURITIES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE U.S. SECURITIES ACT AND (3) IS HEREBY NOTIFIED THAT TRANSACTIONS INVOLVING THE CORPORATION'S SHARES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT. THE HOLDER OF THESE SECURITIES AGREES FOR THE BENEFIT OF THE CORPORATION THAT (1) THESE SHARES MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) IN THE U.S. IN ACCORDANCE WITH AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT, (B) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE U.S. SECURITIES ACT, OR (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, IN EACH OF CASES (A) THROUGH (C) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (2) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THESE SECURITIES FROM THE HOLDER OF THE RESALE RESTRICTIONS REFERRED TO IN (1) ABOVE.

6. Investor acknowledges that the Company, FlashFunders and others will rely upon Investor's confirmation, acknowledgments and agreements set forth this Addendum and agrees to notify the Company and FlashFunders promptly if any of its representations or warranties herein ceases to be accurate and complete. Investor and FlashFunders are each entitled to rely upon this Addendum and are irrevocably authorized to produce this Addendum or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

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**INVESTOR:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_