

## SUBSCRIPTION AGREEMENT

A purchaser of Shares must complete, date, execute, and deliver to the Company the following documents, as applicable, all of which are included:

1. An original signed copy of the following Subscription Agreement; and
2. A check payable to “Tansect, Inc” in the amount of \$0.80 per Share for each Share purchased as called for in the Subscription Agreement (minimum purchase 12,500 Shares or \$10,000); and
3. This offer is only open to Accredited Investors, which must show proof of one of the following:
  - 🏠 a person who has individual, or joint, net worth in excess of \$1Million (excluding residences),
  - 🏠 a person who with income exceeding \$200,000 in each of the most recent two years,
  - 🏠 a person and spouse with income exceeding \$300,000 in each of the most recent two years,
  - 🏠 a trust with assets in excess of \$5 Million, or
  - 🏠 any other qualification as set forth by the SEC

To validate these requirements as required by the SEC and under this statute, Tansect, Inc. requires one of the following, under Federal Law:

- 🏠 Tansect is willing to accept a written confirmation from one of the following persons or entities (Investor is responsible for any costs of obtaining the following) that such person or entity has taken reasonable steps to verify that the purchaser is an Accredited Investor within the prior three months and has determined that such purchaser is an Accredited Investor:
  - a registered broker-dealer,
  - a certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office,
  - investment adviser registered with the Securities and Exchange Commission, or
  - a licensed attorney who is in good standing under the laws of the jurisdictions in which he or she is admitted to practice law.
  
- 🏠 If proof is income based, the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040) and obtaining a written representation from the purchaser that he or she has a reasonable expectation of reaching the income level necessary to qualify as an Accredited Investor during the current year.
  
- 🏠 If proof is net worth based: reviewing one or more of the following types of documentation dated within the prior three months and obtaining a written representation from the purchaser that all liabilities necessary to make a determination of net worth have been disclosed:
  - (1) With respect to assets: Bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, and appraisal reports issued by independent third parties; and
  - (2) With respect to liabilities: A consumer report from at least one of the nationwide consumer reporting agencies

Checks and signed documents should be sent to:

Michael Heisman, CEO  
Tansect, Inc.  
3825 E. Calumet St.  
Suite 400-112  
Appleton, WI 54915

All questions can be answered via phone (678) 517-7597 or email: [invest@tansect.com](mailto:invest@tansect.com)



## Subscription Agreement

Tansect, Inc.  
3825 E. Calumet St.  
Suite 400-112  
Appleton, WI 54915

Dear Sir or Madam:

The undersigned (the “Purchaser”) is aware that Tansect, Inc., a Florida corporation, (the “Company”) is raising a maximum of Forty Million Dollars (\$40,000,000) from various persons by selling up to 17,600,000 Common Shares of the Company’s Stock, \$0.001 par value (the “Shares”), and that it intends to do so through multiple phases. The Purchaser is aware that these Common Shares are being purchased from the initial batch of 6,250,000 Common Shares being sold at a price of \$0.80 per share (12,500 shares or \$10,000 increments) accounting for the initial \$5,000,000 in proceeds.

I have received, read, and understand the Offering Memorandum dated July 30, 2021 (the “Memorandum”). I further understand that my rights and responsibilities as a Purchaser will be governed by the terms and conditions of this Subscription Agreement, the Memorandum, and the Shares (the “Share Documents”). I understand that you will rely on all legislation governing the issuance of shares through a Private Placement Regulation D 506-C Offering Registration.

This Subscription Agreement is one of many such subscriptions for Shares. By signing this Subscription Agreement, I offer to purchase and subscribe from the Company the number of Shares set forth on the terms specified herein. The Company reserves the right, in its complete discretion, to reject any subscription offer or to reduce the number of Shares allotted to me. If this offer is accepted, the Company will execute a copy of this Subscription Agreement and return it to me. I understand that commencing on the date of this Memorandum all funds received by the Company will be deposited in the Company’s operating account.

I understand that Tansect cannot complete the sale of Common Shares until all Accredited Investor paperwork is received and these shares are paid for. Prior to completing this Agreement, Tansect may be required to file appropriate notices with my state of residence, if it has not already done so.

Residency (State) \_\_\_\_\_

Purchaser’s Signature(s) \_\_\_\_\_

\_\_\_\_\_










**(Please complete the following questionnaire)**

\_\_\_\_\_ YES      \_\_\_\_\_ NO    1. I am currently an Accredited Investor.

\_\_\_\_\_ YES      \_\_\_\_\_ NO    I am currently related to an Officer or Director of Tansect, Inc.

\_\_\_\_\_ YES      \_\_\_\_\_ NO    I am currently an employee of Tansect, Inc.

Representations and Warranties. I represent and warrant to the Company that:

- (a) I (i) have adequate means of providing for my current needs and possible contingencies and I have no need for liquidity of my investment in the Shares, (ii) can bear the economic risk of losing the entire amount of my investment in Shares, and (iii) have such knowledge and experience that I am capable of evaluating the relative risks and merits of this investment; (iv) the purchase of Shares is consistent, in both nature and amount, with my overall investment program and financial condition.
- (b) The residence set forth on the previous page is my true and correct residence.
- (c) I have not utilized the services of a “Purchaser Representative” (as defined in Regulation D promulgated under the Securities Act) because I am a sophisticated, experienced Investor, capable of determining and understanding the risks and merits of this investment.
- (d) I have received, read and am familiar with the entire Offering Memorandum, including the following sections:
-  Multiple Fundraising Phases Totaling \$40M (Page 1)
  -  Executive Summary and/or Business Section
  -  State Notice (for my state of residency)
  -  Risk Factors
  -  Use of Proceeds
  -  Management Overview (overviews, past legal proceedings, Board info)
  -  Securities Overviews (terms of offering, description of securities)
- (e) All documents, records and books pertaining to the Company and the Shares requested by me, including all pertinent records of the Company, financial and otherwise, have been made available or delivered to me.
- (f) I have had the opportunity to ask questions of and receive answers from the Company’s Officers and representatives concerning the Company’s affairs generally and the terms and conditions of my proposed investment in the Shares.
- (g) I understand that no Shares have been registered under the Securities Act, nor have they been registered pursuant to the provisions of the securities or other laws of applicable jurisdictions.

- (h) Other than as set forth in the Memorandum, no person or entity has made any representation or warranty whatsoever with respect to any matter or thing concerning the Company and this Offering, and I am purchasing the Shares based solely upon my own investigation and evaluation.
- (i) I understand the risks implicit in the business of the Company. Among other things, I understand that there can be no assurance that the Company will be successful in obtaining the funds necessary for its success. If only a fraction of the Offering is raised, the Company may not be able to expand as rapidly as anticipated and they may not be sufficient for the Company's long-term needs.
- (j) The Shares for which I subscribe are being acquired solely for my own account, for investment and are not being purchased with a view to or for their resale or distribution. To induce the Company to sell Shares to me, the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but me.
- (k) I am aware of the following:
- 🏠 The Shares are a speculative investment which involves a high degree of risk,
  - 🏠 My investment in the Shares is not readily transferable,
  - 🏠 Currently Shares can only be sold back to Tansect at the price outlined in this document,
  - 🏠 Company info has merely been compiled and has not been reviewed or audited, and
  - 🏠 There are substantial restrictions on the transferability of the Shares registered under the Securities Act.
- (l) Except as set forth in the Memorandum, none of the following information has ever been represented, guaranteed, or warranted to me expressly or by implication, by any broker, the Company, or agents or employees of the foregoing, or by any other person:
- 🏠 The appropriate or exact length of time that I will be required to hold the Shares,
  - 🏠 The percentage of profit and/or amount or type of consideration, profit, or loss to be realized, if any, because of an investment in the Shares, or
  - 🏠 That the past performance or experience of the Company, or associates, agents, affiliates, or employees of the Company or any other person, will in any way indicate or predict economic results in connection with the purchase of Shares, and
  - 🏠 The amount of dividends or distributions that the Company guarantees.
- (m) I hereby agree to indemnify and hold harmless the Company, its Officers, Directors, and representatives from and against any and all liability, damage, cost or expense, including reasonable attorney's fees, incurred on account of or arising out of:
- 🏠 Any inaccuracy in the declarations, representations, and warranties set forth above,
  - 🏠 The disposition of any of the Shares by me which is contrary to the foregoing declarations, representations, and warranties; and
  - 🏠 Any action, suit or proceeding based upon (1) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company; or (2) the disposition of any of the Shares.

The previous representation and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the delivery of the funds to the Company and shall survive such delivery. If, in any respect, such representations and warranties are not true and accurate prior to delivery of the funds, I will give written notice of the fact to the Company, specifying which representations and warranties are not true and accurate and the reasons, therefore.

Transferability. I understand that I may sell my shares to the Company at a price posted in the Investor Portal, or otherwise transfer or sell my Shares only if registered under the Securities Act or I provide the Company with an opinion of counsel acceptable to the Company to the effect that such sale or other transfer may be made in absence of registration under the Securities Act. I have no right to cause the Company to register the Shares. Any certificates or other documents representing my Shares will contain a restrictive legend reflecting this restriction and stop transfer instructions will apply to my Shares.

Indemnification. I understand the meaning and legal consequences of the representations and warranties contained hereof, and I will indemnify and hold harmless the Company, its Officers, Directors, and representatives involved in the offer or sale of the Shares to me, as well as each of the managers and representatives, employees and agents and other controlling persons of each of them, from and against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty of mine contained in this Subscription Agreement.

Revocation. I will not cancel, terminate, or revoke this Subscription Agreement or any agreement made by me hereunder and this Subscription Agreement shall survive my death or disability.

Termination of Agreement. If this subscription is rejected by the Company, then this Subscription Agreement shall be null and void and of no further force and effect, no party shall have any rights against any other party hereunder, and the Company shall promptly return to me the funds delivered with this Subscription Agreement.

No Escrow. I understand that Tansect, Inc. does not utilize an escrow account for Investor funds associated with this offering, and I have read and understand the company's intended Use of Proceeds approval. I understand funds will immediately be deposited into the Company's operating account.

Amendments. Prior to signing this agreement, I have reviewed any amendments that may have been posted on Tansect's stock information page. The page is located on the Company's website at [www.tansect.com/general/tansectinvestor.php](http://www.tansect.com/general/tansectinvestor.php).

Miscellaneous.

- (a) This Subscription Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida.
- (b) This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only in writing and executed by all parties.



**(Please complete the following application)**

Name(s): \_\_\_\_\_  
\_\_\_\_\_

Mailing Address (If only good for portion of the year, please advise with attached note)

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Postal \_\_\_\_\_

Purchasing as:

- |   |  |
|---|--|
| <input type="checkbox"/> Single Person                              | <input type="checkbox"/> Corporation or other organization     |
| <input type="checkbox"/> A Married Person as separate property      | <input type="checkbox"/> A Married Person as separate property |
| <input type="checkbox"/> Husband and Wife, as community property    | <input type="checkbox"/> Tenants in Common                     |
| <input type="checkbox"/> Joint Tenants (with right of survivorship) | <input type="checkbox"/> IRA                                   |
| <input type="checkbox"/> Trust                                      | <input type="checkbox"/> A Partnership                         |

SSN/ EIN: \_\_\_\_\_ (primary)

Shares Being Purchased: \_\_\_\_\_ (12,500 share minimum, and 12,500 share increments)

Amount Enclosed: \_\_\_\_\_ (\$10,000 increments)

Email Address(es): \_\_\_\_\_

Phone Numbers: Home: (\_\_\_\_\_) \_\_\_\_\_ Mobile: (\_\_\_\_\_) \_\_\_\_\_

Signatures	Purchaser Name (Print)	Date
_____	_____	_____
_____	_____	_____

(Each co-owner or joint owner must sign - Names must be signed exactly as listed above)

**ATTACH PROOF OF ACCREDITED INVESTOR STATUS TO THIS CONTRACT OR HAVE PARTY PROVIDING VERIFICATION SEND PROOF TO TANSECT'S MAILING ADDRESS  
Tansect, Inc. 3825 E. Calumet Street, Suite 400-112 Appleton, WI 54915**

ACCEPTED: Michael Heisman, CEO - Tansect, Inc.

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