

Subscriber Name: Sirnaomics, Inc.

THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“SECURITIES ACT”), OR ANY APPLICABLE STATE SECURITIES LAWS, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES ARE ALSO SUBJECT TO RESTRICTIONS ON TRANSFER CONTAINED IN THIS SUBSCRIPTION AGREEMENT (THIS “AGREEMENT”).

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OR THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

SUBSCRIPTION AGREEMENT

1. Subscription. The undersigned subscriber (“***Subscriber***”) hereby irrevocably subscribes for and agrees to purchase the number of shares of Common Stock, par value \$0.00001 per share (“***Common Stock***”) of Sagesse Bio, Inc., a Delaware corporation (the “***Company***”), that is set forth adjacent to Subscriber’s name on the signature page hereof, at the purchase price of \$0.00001 per share of Common Stock (the “***Shares***”) for the total purchase price set forth adjacent to Subscriber’s name on the signature page hereof.

2. Representations and Warranties of Subscriber. Subscriber hereby represents and warrants to the Company, and covenants with the Company, as follows:

(a) Subscriber is either:

(i) an individual residing in the state and at the full address as set forth on the signature page hereto. Subscriber is not a resident of any other state. Subscriber has the full power and authority to enter into this Agreement; or

(ii) an entity duly formed, existing and in good standing under the laws of its state of formation, as set forth on the signature page hereto, and has the power to conduct its business as presently conducted. Subscriber’s principal office is located at the address set forth on the signature page hereto.

(b) Subscriber is acquiring the Shares for Subscriber’s own account for investment and not with a view to or in connection with any distribution or resale thereof. Subscriber does not have any contract, understanding, agreement or arrangement with any person or entity to sell or transfer the Shares.

(c) Subscriber understands that (i) the Shares have not been registered under the Securities Act, or the securities laws of any jurisdiction, and (ii) the economic risk of Subscriber's investment in the Shares must be borne for an indefinite period of time because the Shares may not be sold or otherwise transferred unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from applicable registration requirements is available. Subscriber acknowledges and agrees that the Company will be under no obligation to register the Shares or take any other action necessary to make compliance with an exemption from applicable registration requirements available. Subscriber further acknowledges and agrees that the Company may require, as a condition to its registration of any transfer of the Shares, an opinion of counsel reasonably satisfactory to the Company to the effect that such transfer will not violate the registration requirements of applicable securities laws.

(d) Subscriber (i) has such knowledge and experience with respect to the financial, tax and business aspects of ownership of the Shares and of the business conducted by the Company that Subscriber is capable of evaluating the merits and risks of investment in the Company and making an informed investment decision with respect thereto, and (ii) can bear the economic risk of an investment in the Shares, including the complete loss thereof. Subscriber understands that no public market now exists for the Shares and that there is no intention that there will ever exist a public market for the Shares.

(e) The proposed investment is suitable for Subscriber based upon Subscriber's financial situation. Subscriber's overall commitment to investments which are not readily marketable is not disproportionate to Subscriber's net worth, and Subscriber's investment in the Company will not cause such overall commitment to become excessive. Subscriber understands that investment in the Company may lead to a total loss of invested funds, or to illiquidity of invested funds for an extended period of time. Subscriber has adequate means of providing for possible personal contingencies and needs, has no need for liquidity in the proposed investment and can afford the loss of Subscriber's entire investment.

(f) Subscriber is familiar with the current distressed state of business and financial condition and operations of the Company. Subscriber recognizes and acknowledges that investing in the Company is highly speculative and involves a high degree of risk of losing all of Subscriber's investment, and Subscriber has taken full cognizance of and understands the risks related to the purchase of the Shares.

(g) Subscriber is familiar with the business and financial condition and operations of the Company. Subscriber acknowledges the Company has made available to Subscriber all records, documents, books of account and other materials requested by Subscriber. Subscriber has had during the course of the transaction and prior to the execution of this subscription, the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of the sale of the Shares and the Company's business, management and financial affairs, and to obtain additional information necessary to verify the accuracy of any information furnished to Subscriber. There is no information that Subscriber has requested that has not been provided to Subscriber. Subscriber understands that Subscriber may request additional information at any time prior to the acceptance of this subscription by the Company. To the extent Subscriber has not sought information regarding any particular matter, Subscriber represents that he or she has no interest in doing so and

that such matters are not material to Subscriber in connection with this investment. Subscriber has accepted the responsibility for conducting Subscriber's own investigation and obtaining for itself such information as to the foregoing and all other subjects as Subscriber deems relevant or appropriate in connection with this investment. Subscriber acknowledges that no representation regarding projected financial performance or a projected rate of return has been made to it by any party.

(h) The execution, delivery and performance of this Agreement has been duly authorized and approved by Subscriber. This Agreement is valid, binding and enforceable against Subscriber in accordance with their respective terms and conditions. If Subscriber is executing this Agreement in a representative or fiduciary capacity, he, she or it has full power and authority to execute and deliver this Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or other entity for whom the undersigned is executing this Agreement, and such individual, ward, partnership, trust, estate, corporation, or other entity has full right and power to perform pursuant to this Agreement and make an investment in the Company.

(i) No representations or warranties, oral or otherwise, whether with respect to future prospects of the Company, the anticipated profits, losses or returns of the Company or otherwise, have been made to the Subscriber by the Company, any officer or other representative thereof, any other Subscriber, or any other person, other than those expressly contained in this Agreement. Subscriber acknowledges and agrees that Subscriber has chosen to invest in the Company solely as a result of Subscriber's own independent investigation as to the Company.

(j) Subscriber is not relying on any communication (written or oral) of the Company or any of its affiliates or any other investor in the Company, as investment advice or as a recommendation to purchase any Shares. Subscriber acknowledges that neither the Company nor any of its affiliates has made any representation regarding the proper characterization of the Shares for purposes of determining Subscriber's authority to invest in the Shares.

3. Representations and Warranties of the Company. The Company hereby represents and warrants to Subscriber as follows:

(a) Organization. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted.

(b) Authorization; Enforceability. All corporate action required to be taken by the Company's Board of Directors in order to authorize the Company to enter into this Agreement and to issue the Shares that Subscriber has subscribed to purchase has been taken. This Agreement, when executed and delivered by the Company, shall each constitute a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally.

(c) Capitalization. Except for subscriptions to purchase Shares in this offering, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or other similar rights) or agreements, orally or in writing, to purchase or acquire

from the Company any Shares, or any securities convertible into or exchangeable for Shares in the Company.

(d) Valid Issuance of Shares. The Shares being issued by the Company hereunder, when issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid and nonassessable, and will be free of restrictions on transfer other than restrictions on transfer under the Securities Act and other applicable state and federal securities laws.

(e) Litigation. There is no action, suit, proceeding or investigation pending or, to the Company's knowledge, currently threatened against the Company that questions the validity of this Agreement or the right of the Company to enter into such agreement, or to consummate the transactions contemplated hereby and thereby, or that would reasonably be expected to result, if determined adversely to the Company, in a material adverse effect, or in any material change in the current equity ownership of the Company. The Company is not a party to, or to the Company's knowledge named in, any order, writ, injunction, judgment or decree of any court, government agency or instrumentality.

4. Notices. All notices, requests, consents and other communications required or permitted under this Agreement will be in writing and will be deemed to have been delivered either:

(a) if sent by mail, on the date mailed, postage prepaid, by certified mail, return receipt requested, or on the date personally delivered, if to Subscriber, to the address set forth in the signature page hereof for Subscriber, and, if to the Company, to the address set forth in the signature page hereof for the Company; or

(b) if sent by email, on the date when such email is sent to the email address of the sender, which, if the Subscriber, is set forth in the signature page hereof for Subscriber, or, if to the Company, to the address set forth in the signature page hereof for the Company.

5. Choice of Law and Forum. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, excluding the conflict of laws provisions thereof. The parties to this Agreement, by its execution, hereby irrevocably submit, and, if applicable, agree to cause each of its subsidiaries to submit, to the jurisdiction of the United States District Court for the District of Delaware (or, if such court lacks subject matter jurisdiction, state courts of the State of Delaware), for the purpose of any action, claim, cause of action or suit, inquiry proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof.

6. Miscellaneous. This Agreement (a) supersedes any and all other understandings and agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and constitutes the only agreement between the parties with respect to said subject matter, and (b) will be binding upon and inure to the benefit of the parties, their successors and assigns; provided, however, that Subscriber may not transfer or assign this subscription or any interest herein or rights or obligations hereunder without the prior written consent of the Company. Any such transfer or assignment by Subscriber without the prior written consent of the Company will be void and of no force or effect. No change or modification of this Agreement will be valid or binding upon the parties

hereto unless such change or modification will be in writing and will be signed by the parties hereto. Each of Subscriber and the Company agrees that all of the representations, warranties and covenants of Subscriber and the Company (as applicable) set forth in this subscription will survive the purchase of the Shares. If for any reason any provision of this subscription is determined to be invalid, such invalidity will not impair the operation of or affect those portions of this subscription, which are valid. This Agreement may be executed in multiple counterparts, each of which when taken together will constitute one and the same agreement. This Agreement may be executed by transfer of an originally signed document by facsimile, e-mail in PDF format or other electronic means, any of which will be as fully binding as an original document.

(Signatures appear on following page.)

This Subscription Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements.

SAGESSE BIO, INC.

By: _____

Name: Jon Meneese

Title: Chief Executive Officer

Address: 1560 E Southlake Blvd.
Southlake, TX 76092

Email: jonmeneese@gmail.com

Effective Date: _____

Purchase Price (per Share): US\$0.00001

Number of Shares Purchased: 2,400,000

Total Purchase Price: Patent Assignment and License Agreement

SUBSCRIBER:

SUBSCRIBER (if an individual):

Print Name: _____

Address: _____

Email

SUBSCRIBER (if an entity):

Sirnaomics, Inc.

Legal Name of Entity

By: _____

Name: Yang (Patrick) Lu, PhD

Title: President & CEO

Address: 20511 Seneca Meadows

Parkway, Suite 200

Germantown, MD 20876 USA

plu@sirnaomics.com

order@sirnaomics.com

Email