

# Stock Subscription

## SCINOVIA CORP

### SERIES A3

#### 1) INVESTOR AND INVESTMENT INFORMATION

This Stock Purchase Agreement (the "Agreement") is made as of (Month Day, Year) , by and between (the "Investor") and Scinovia Corp., a Wyoming C-Corp, doing business as Viewflow Medical (the "Company"), with headquarters and operations in Raleigh, NC (mailing address as of February 2026): Scinovia Corp, 4521 Wood Valley Dr. Raleigh, NC 27613

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The "Investor":

Investment Amount (USD): \$ ( \$ x shares )

Address:

SSN / Tax ID:

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Accreditation:

Optional:

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Type of

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#### 2) COMPANY'S REPRESENTATIONS AND WARRANTIES

The "Company" hereby represents and warrants as follows:

(i) The Company is a Corporation duly organized, validly existing, and in good standing under the laws of the State of Wyoming and has the requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as now being conducted. The Company's principal administrative operations are located in Wake County, North Carolina.

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws from time to time in effect which affect creditors' rights generally and by legal and equitable limitations on the availability of specific performance and other



equitable remedies. The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Securities and to consummate the transactions contemplated hereby. All persons who have executed this Agreement on behalf of the Company have been duly authorized to do so by all necessary corporate action.

(iii) To the Company's knowledge, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (A) violate any provision of the Articles of Incorporation or Corporate Bylaws of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree, or award against, or binding upon, the Company or the securities, assets, properties, operations, or business of the Company of which the Company has knowledge; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations, or business of the Company.

(iv) The Securities being offered hereby are shares of common stock of the Company. THE SECURITIES DO NOT CARRY ANY VOTING RIGHTS. The holder of such Securities shall have no right to vote on any matter submitted to stockholders of the Company, including but not limited to the election of directors, amendments to the Articles of Incorporation or Bylaws, mergers, acquisitions, dissolutions, or any other corporate action requiring stockholder approval.

(v) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 2, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE FUTURE PERFORMANCE, VALUE, OR PROFITABILITY OF THE COMPANY OR THE SECURITIES.

### **3) INVESTOR'S REPRESENTATIONS AND WARRANTIES**

In order to induce the Company to accept the subscription made hereby, the undersigned ("Investor") hereby represents and warrants to the Company as follows:

(i) The undersigned has received the

Private Placement Memorandum (PPM), Subscription Agreement, Corporate Bylaws, and Business Strategy Deck.

Private Placement Memorandum (PPM), Investor Suitability Questionnaire (completed in the form that was submitted to access this document), this Subscription Agreement, Corporate Bylaws, and reviewed the Business Strategy Presentation, hereafter collectively referred to as "the Information Documents." The undersigned has in its possession, has read, and understands the Information Documents and the information contained in those documents concerning the Company and its Offering and has had his or its representative read and examine the Information Documents before making a decision to invest. The undersigned has relied only on the information about the Company contained in those documents and his or its own independent investigation in making his or its subscription decision. The undersigned understands that the Securities are issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Agreement.

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment will involve a high degree of risk, and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors." The undersigned acknowledges that the Company has made no guarantees or assurances regarding the return on or the return of the undersigned's investment.

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company and that the undersigned's entire investment may be lost.

(v) THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE SECURITIES DO NOT CARRY ANY VOTING RIGHTS. The undersigned shall have no right to vote on any matter submitted to stockholders of the Company, including but not limited to the election of directors, amendments to the Articles of Incorporation or Bylaws, mergers, acquisitions, dissolutions, or any other corporate action. The undersigned expressly waives any and

all claims to voting rights with respect to the Securities.

(vi) The undersigned, if an individual, (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust, or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation, or incorporation.

(vii) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Securities, and could afford a complete loss of his or its investment in the Offering.

(viii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit D hereto and has indicated so by providing initials next to the appropriate category in which the undersigned is included in Section 1 of this Agreement.

(ix) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable. The undersigned acknowledges that the Company has not provided, and will not provide, any tax, legal, or investment advice to the undersigned.

(x) The undersigned's overall commitment to invest in the Securities, which are not readily marketable, is not disproportionate to his or its net worth, and his or its investment in the Offering will not cause such overall commitment to become excessive.

(xi) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering without reliance on the Company or any of its officers, directors, employees, or agents.

(xii) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its officers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with the Information Documents. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television, radio, or the internet; or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xiii) If the undersigned is a corporation, limited liability company, partnership, trust, or other entity, it is authorized and qualified to make this investment in the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiv) If the undersigned is a corporation, limited liability company, or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company, or partners of such partnership is true and correct with respect to such shareholder, member, or partner (and if any such shareholder is itself a corporation, limited liability company, or partnership, with respect to all persons having an equity interest in such corporation, limited liability company, or partnership, whether directly or indirectly), and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xv) The purchase of the Securities by the undersigned has been duly authorized, and the execution, delivery, and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, bylaws, articles of organization, operating agreement, or any agreement to which the undersigned is a party, and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xvi) The undersigned hereby represents that he or it is subscribing for the Securities as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Securities. The undersigned will hold the Securities as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event which would cause the undersigned to attempt to sell any of the Securities.

(xvii) The undersigned acknowledges his or its understanding that (A) the Offering of the Securities by the Company has not been registered under the Securities Act of 1933, as amended (the "Act"), or the securities laws of certain states in reliance on specific exemptions from registration; (B) the Information Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state, and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company; and (C) the Offering of the Securities by the Company is intended to be exempt from registration pursuant to Section 4(a)(2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Securities cannot be sold, pledged, assigned, or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xviii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Securities unless such Securities are subsequently registered under the Act, or an exemption from such registration is available, and without (A) the prior written consent of the Company, which consent may be withheld in the Company's sole and absolute discretion, and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Securities may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Securities for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective, or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Securities registered thereon.

(xix) The undersigned understands that any financial statements of the Company have merely been compiled and not reviewed or audited, and the undersigned agrees not to rely upon any such financial statements in making his or its investment decision.

(xx) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company, and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement or required by applicable law.

(xxi) All information provided by the undersigned in the Investor Suitability Questionnaire which accompanies the Information Documents is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make this offer of Securities to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

(xxii) Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she, or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be, and to comply with any applicable withholding or reporting requirements.

(xxiii) Indemnity. THE UNDERSIGNED AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AFFILIATES, AND EACH OTHER PERSON, IF ANY, WHO CONTROLS ANY THEREOF, WITHIN THE MEANING OF SECTION 15 OF THE ACT, AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DAMAGE, AND EXPENSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPENSES REASONABLY INCURRED IN INVESTIGATING, PREPARING, OR DEFENDING AGAINST ANY LITIGATION COMMENCED OR THREATENED OR ANY CLAIM WHATSOEVER) ARISING OUT OF OR BASED UPON ANY FALSE REPRESENTATION OR WARRANTY OR BREACH OR FAILURE BY THE UNDERSIGNED TO COMPLY WITH ANY COVENANT OR AGREEMENT MADE BY THE UNDERSIGNED HEREIN OR IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT FURNISHED BY THE UNDERSIGNED TO ANY OF THE FOREGOING IN CONNECTION WITH THIS TRANSACTION. THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND THE

#### TRANSFER OF ANY SECURITIES.

(xxiv) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole and absolute discretion, in whole or any part, prior to issuance of the Securities with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time and for any reason without liability to the undersigned.

(xxv) Release of Claims. The undersigned hereby releases and forever discharges the Company, its directors, officers, employees, agents, attorneys, and affiliates from any and all claims, demands, damages, actions, or causes of action arising out of or relating to any oral or written statements, representations, or omissions made in connection with this Offering, except for claims arising from the Company's fraud or willful misconduct.

#### 4) MISCELLANEOUS

(i) This Agreement is not assignable by the undersigned without the prior written consent of the Company. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(ii) Governing Law and Jurisdiction. This Agreement shall be deemed to have been made in the State of North Carolina, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of North Carolina without regard to conflict of laws rules applied in the State of North Carolina. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS LOCATED IN WAKE COUNTY, NORTH CAROLINA WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT WITH RESPECT TO THIS AGREEMENT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION TO SUCH JURISDICTION AND VENUE, INCLUDING ANY OBJECTION BASED ON INCONVENIENT FORUM.

(iii) Entire Agreement. This Agreement contains all oral and written agreements, representations, and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Subscription Agreement shall be effective unless in writing and signed by both parties to this Subscription Agreement.

(iv) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(v) Severability. If any provision or portion of this Subscription Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, and the remaining provisions shall be interpreted and enforced to the fullest extent permitted by law.

(vi) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Subscription Agreement, provided that the Company shall not be obligated to incur any material expense in connection therewith.

(vii) Notice. All notices in connection with this Agreement shall be primarily by email. Optionally, they may be in writing and personally delivered, delivered via overnight mail with written receipt therefor, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing), with a copy, in the case of notice to the Company.

Such notice shall be effective five (5) days after transmission.

(viii) Limitation of Liability. IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE TO THE UNDERSIGNED FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF OPPORTUNITY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR

WHETHER THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(ix) Attorneys' Fees. In the event of any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures and facsimile signatures shall be deemed to be original signatures for all purposes.

(xi) Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(xii) Survival. All representations, warranties, covenants, and agreements of the undersigned contained herein shall survive the execution and delivery of this Agreement and the issuance of the Securities.

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**For bank wire:**

PAY TO: SILICON VALLEY BANK, 3003 TASMAN DRIVE, SANTA CLARA, CA 95054

ABA ROUTING & TRANSIT # 121140399

FOR CREDIT OF Scinovia Corp.

ADDRESS 8801 Fast Park Dr., STE 301, Raleigh, NC 27617

CREDIT ACCOUNT # 3303637256

SWIFT/BIC CODE (FOR INTERNATIONAL) SVBKUS6S

BY ORDER OF (sender's name)

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**For mailing a check:**

4521 Wood Valley Dr. Raleigh NC 27613

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For questions, contact: [shareholder@viewflow.ai](mailto:shareholder@viewflow.ai)

**IN WITNESS WHEREOF**, the undersigned, by investor's execution hereof, agrees to be bound by this Subscription Agreement.

Investor

Viewflow Medical, Corp. (Scinovia Corp.)  
Jim Sund

X \_\_\_\_\_



# Signature Certificate

Document name: Stock Subscription

🔒 Unique Document ID: 6BFA48927A692F18115C7D01A4670CF383443BBF

LEGALLY SIGNED USING  
**WP**signature  
Build. Track. Sign Contracts.

## Timestamp

2025-09-02 20:23 EST

## Audit

Stock Subscription Uploaded by Jim Sund -  
documents@viewflow.ai IP 162.224.113.176



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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