

INVESTOR VOTING AGREEMENT

THC Grow Systems, LLC | The Horticulture Camera

Silicon Valley - San Jose, California | Investor Governance Document

This Investor Voting Agreement ("Agreement") is entered into as of _____, 20____, by and among **THC Grow Systems, LLC**, a California limited liability company (the "Company"), **Chris Rognstad**, Founder and current sole owner (the "Founder"), and the undersigned investor (the "Investor").

1. Purpose

This Agreement establishes clear voting and governance expectations for an Investor acquiring an ownership interest in the Company. It is intended to protect a stable founder-led management structure while recognizing any voting rights expressly granted to the Investor under the Company's governing documents and applicable law.

2. Investor and Investment Information

Investor legal name	
Investment amount	\$
Ownership percentage / units	
Effective date	

The Investor's final ownership interest and associated rights shall be determined by the definitive investment documents and the Company's official capitalization records.

3. Founder-Led Management

THC Grow Systems, LLC is currently founder-owned and founder-led. Except for matters on which members or the Investor are expressly entitled to vote under the Operating Agreement, definitive investment documents, or applicable law, day-to-day management and ordinary business decisions remain with the Company's authorized manager or managers.

Purchasing an ownership interest does not, by itself, authorize an Investor to bind the Company, direct employees or contractors, enter contracts for the Company, incur obligations on its behalf, or independently control Company operations.

4. Investor Voting Rights

The Investor shall have only those voting, consent, approval, and governance rights expressly associated with the ownership interest purchased and established in the Company's Operating Agreement, this Agreement, definitive investment documents, and applicable California law. No additional voting or management right is created merely because an Investor provides capital, advice, introductions, or other assistance.

5. Management Authority and Business Decisions

Subject to applicable law and rights expressly granted in the Company's governing documents, ordinary business decisions remain under authorized Company management. These may include product development, commercialization, intellectual-property strategy, patent licensing and enforcement, marketing, hiring, contracting, manufacturing, distribution, pricing, budgeting, financing strategy, and strategic partnerships.

The Company may consider business advice and expertise from investors, including significant or angel investors. Consideration of such input does not transfer management authority or create additional voting rights unless agreed in writing.

6. Major Company Actions

Any member approval required for a merger, sale of substantially all Company assets, dissolution, amendment of governing documents, issuance of additional ownership interests, admission of additional members, or another significant transaction shall be determined under the Operating Agreement, definitive transaction documents, and applicable law. This Agreement does not independently expand or eliminate any legally required approval right.

7. Future Financing and Dilution

The Company may seek additional financing and issue additional ownership interests in the future, subject to its governing documents and applicable law. Such issuances may dilute an Investor's percentage ownership and corresponding voting power unless specific participation, preemptive, anti-dilution, or similar rights are expressly granted in a separate written agreement.

8. Transfer of Interests and Voting Rights

An Investor may not separately transfer voting or governance rights except as permitted by the Company's Operating Agreement, applicable investment agreements, and law. A transfer of an economic interest does not automatically provide the recipient with member, management, or voting rights unless those rights are properly granted.

9. Confidentiality and Conflicts

The Investor shall protect nonpublic Company information received through ownership or governance activities, including financial, technical, patent, product-development, licensing, software, manufacturing, and strategic information. The Investor shall disclose any material conflict of interest relating to a matter presented for Investor consideration or voting.

10. No Guarantee of Control or Return

Ownership in the Company does not guarantee management authority, employment, a manager or board position, distributions, liquidity, appreciation, or financial return. The Investor's governance rights are limited to those established by applicable law and the Company's definitive governing and investment documents.

11. Coordination With Company Documents

This Agreement is intended to operate together with the Company's **Operating Agreement, Investor Rights Agreement, capitalization records, and applicable subscription or equity purchase agreement**. These documents should be interpreted consistently. If a conflict exists, the parties should have California counsel determine the controlling provision and make any necessary amendment before execution.

12. Governing Law

This Agreement shall be governed by the laws of the State of California. Subject to any enforceable dispute-resolution provision in another definitive Company agreement, the parties consent to appropriate state or federal courts located in Santa Clara County, California.

13. Entire Agreement; Amendments

Together with the applicable Company governing and investment documents, this Agreement states the parties' understanding concerning the voting matters addressed here. Any amendment must be in writing and approved by the parties whose consent is required under the applicable Company documents.

14. Investor Acknowledgment

By signing below, the Investor acknowledges that the Investor has reviewed the voting and governance provisions applicable to the investment; has had an opportunity to consult independent legal, tax, and financial advisers; understands that ownership does not automatically provide authority over day-to-day Company operations; and agrees that voting rights will be determined by the Company's governing documents, definitive investment documents, and applicable law.

15. Signatures

THC GROW SYSTEMS, LLC

Chris Rognstad - Founder / Sole Owner / Authorized Representative

Signature: _____

Date: _____

INVESTOR

Investor Name: _____

Signature: _____

Title, if applicable: _____

Date: _____

ATTORNEY-REVIEW DRAFT - CONFIDENTIAL INVESTOR / DUE-DILIGENCE MATERIAL

This document is intended to coordinate with the Company's capitalization statement, Investor Rights Agreement, Operating Agreement, and definitive investment documents. It is not, by itself, an offer to sell securities or a substitute for California legal, tax, accounting, or securities advice.