

EQUITY SUBSCRIPTION AGREEMENT

THC Grow Systems, LLC | The Horticulture Camera

Investor Purchase / Subscription Form - Attorney-Review Draft

1. Subscription

The undersigned investor ("Investor") hereby offers to purchase an equity or membership interest in THC Grow Systems, LLC (the "Company") on the terms set forth in the final offering materials and accepted by the Company.

Investor legal name	
Investment amount	\$
Ownership / units to be issued	
Investor address	
Email / phone	
Entity type, if applicable	
Tax ID / EIN (provide securely, if required)	

2. Company Acceptance

No subscription is binding on the Company until accepted in writing by an authorized Company representative and all applicable closing conditions are satisfied. The Company may reject a subscription, in whole or in part, subject to applicable law and the final offering terms.

3. Investor Representations

- The Investor has received and reviewed the materials made available for the offering and has had an opportunity to ask questions.
- The Investor understands that the investment is speculative, illiquid, and may result in loss of the entire investment.
- The Investor is acquiring the interest for investment and not with a present intent to distribute it in violation of applicable securities laws.
- The Investor will provide truthful and complete information reasonably requested to establish eligibility for the offering.
- The Investor understands that ownership does not automatically provide day-to-day management authority.
- The Investor has had an opportunity to consult independent legal, tax, and financial advisers.
- The Investor is not relying on any guarantee of profit, distribution, liquidity, valuation, future financing, sale, or exit.
- The Investor understands that future issuances may dilute percentage ownership and voting power.

4. Accredited Investor / Eligibility Status

The Investor shall complete the separate Investor Qualification Questionnaire. If the final offering relies on an exemption requiring accredited-investor verification, the Investor agrees to provide appropriate verification through a method approved by the Company and its counsel. This Agreement does not itself determine eligibility.

5. Governing Documents

The investment is subject to the Company's Operating Agreement, capitalization records, Investor Rights Agreement, Voting Agreement, and any other definitive documents applicable to the financing. The Investor agrees to execute any joinder or other document reasonably required to become a member or holder of the purchased interest.

6. Transfer Restrictions

The interests have not been registered for unrestricted resale and may be subject to substantial transfer restrictions under federal law, California law, and the Company's governing documents.

7. Governing Law

This Agreement shall be governed by California law. Subject to enforceable dispute-resolution provisions in the Company's definitive agreements, venue shall lie in an appropriate state or federal court in Santa Clara County, California.

8. Signatures

INVESTOR

Name: _____

Signature: _____

Date: _____

ACCEPTED BY THC GROW SYSTEMS, LLC

Chris Rognstad, Founder / Authorized Representative

Signature: _____

Date: _____

ATTORNEY-REVIEW DRAFT

Final purchase price, ownership interest, securities exemption, payment instructions, closing mechanics, representations, and required legends must be completed by counsel before use.