

**INSTRUCTIONS TO INVESTORS AND SUBSCRIPTION AGREEMENT**  
**for Common Stock Interest of**  
**IDENTIFYSENSORS BIOLOGICS CORP, a Delaware Corporation**

Please read carefully the Confidential Private Placement Memorandum dated \_\_\_\_\_, 2021 for the offer and sale of up to \_\_\_\_\_ shares of Common Stock of IDENTIFYSENSORS BIOLOGICS CORP, a Delaware Corporation (the “**Company**”), (as the same may be amended or supplemented, and including all Exhibits thereto, the “**Memorandum**”) before deciding to subscribe. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Memorandum.

EACH PROSPECTIVE INVESTOR IN COMMON STOCK SHOULD EXAMINE THE SUITABILITY OF THIS TYPE OF INVESTMENT IN THE CONTEXT OF SUCH PROSPECTIVE INVESTOR’S OWN NEEDS, INVESTMENT OBJECTIVES AND FINANCIAL CAPABILITIES AND SHOULD MAKE SUCH PROSPECTIVE INVESTOR’S OWN INDEPENDENT INVESTIGATION AND DECISION AS TO SUITABILITY AND AS TO THE RISK AND POTENTIAL GAIN INVOLVED. ALSO, EACH PROSPECTIVE INVESTOR IN COMMON STOCK IS ENCOURAGED TO CONSULT WITH SUCH PROSPECTIVE INVESTOR’S ATTORNEY, ACCOUNTANT, FINANCIAL CONSULTANT OR OTHER BUSINESS OR TAX ADVISOR REGARDING THE MERITS AND RISKS OF THE PROPOSED INVESTMENT.

This offering of Common Stock is limited to “accredited investors” (as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended (the “**Securities Act**”)).

If you are an “accredited investor” (as so defined) and desire to subscribe for Common Stock, then please complete, sign and deliver the attached Subscription Agreement (the “**Subscription Agreement**”) along with your check payable to the order of “IDENTIFYSENSORS BIOLOGICS CORP” (or wire transfer of immediately available funds to an account designated by the Company) in the amount of the purchase price for the Common Stock purchased as follows:

Unless otherwise directed by the Company, all documents and checks should be delivered to:

IDENTIFYSENSORS BIOLOGICS CORP  
19815 North Park Boulevard  
Shaker Heights, Ohio 44122  
Attn: Dr. Gregory Hummer

Wire Transfers To:  
Westfield Bank  
IDENTIFYSENSORS Biologics Corp  
ABA Routing Number: 041272279  
Account Number: 100984435

Upon receipt of the completed and signed Subscription Agreement, verification of your investment qualifications and acceptance of your subscription by the Company (the Company reserves the right, in its sole discretion, to accept or reject a subscription for any reason whatsoever), the Company will notify you of receipt and acceptance of your subscription.

**Important Note:** The person or entity actually making the decision to invest in Common Stock should complete and sign the Subscription Agreement. For example, retirement plans often hold certain investments in trust for their beneficiaries, but the beneficiaries may maintain investment control and discretion. In such a situation, the beneficiary with investment control must complete and sign the Subscription Agreement (this also applies to trusts, custodial accounts and similar arrangements).

**SUBSCRIPTION AGREEMENT  
IDENTIFYSENSORS BIOLOGICS CORP**

This is the offer and agreement (this “**Subscription Agreement**”) of the undersigned to purchase \_\_\_\_\_ Common Stock (“**Common Stock**”) of, and to be issued by, IDENTIFYSENSORS BIOLOGICS CORP, a Delaware Corporation (the “**Company**”), for a purchase price of Four Dollars and Twenty-Five (\$4.25) per Common Stock, and for a total purchase price of \$\_\_\_\_\_ (the “**Subscription Price**”), for \_\_\_\_\_ number of shares, subject to the terms, conditions, acknowledgments, representations and warranties stated herein and in the Confidential Memorandum of the Company dated, \_\_\_\_\_ 2021 (as the same may be amended or supplemented, and including all Exhibits thereto, the “**Memorandum**”) relating to the offer of \_\_\_\_\_ Common Stock. Simultaneously with the execution and delivery hereof, I am transmitting a check payable to the order of “IDENTIFYSENSORS BIOLOGICS CORP” (or I am effecting a wire transfer of immediately available funds to an account designated by the Company) in the amount of the Subscription Price for the Common Stock I am purchasing. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Memorandum.

In order to induce the Company to accept this Subscription Agreement for the Common Stock and as further consideration for such acceptance, I hereby make the following acknowledgments, agreements, representations and warranties with the full knowledge that the Company will expressly rely thereon in making a decision to accept or reject this Subscription Agreement:

1. I hereby adopt, confirm and agree to all of the covenants, representations and warranties set out in this Subscription Agreement.

2. My primary state of residence is: \_\_\_\_\_.

3. My date of birth is: \_\_\_\_\_.

4. If a natural person (check as appropriate):

(a) \_\_\_\_\_ I hereby represent and warrant that I, together with my spouse, have a net worth in excess of \$1,000,000, excluding my/our primary residence as an asset among my/our total assets and excluding indebtedness secured by my/our primary residence up to the estimated fair market value of my/our primary residence from my/our total liabilities (except that, if the amount of such indebtedness outstanding at the time of sale of Common Stock to me/us hereunder exceeds the amount outstanding sixty (60) days before such time, other than as a result of the acquisition of my/our primary residence, then the amount of such excess shall be included as a liability among my/our total liabilities), but including as a liability among my/our total liabilities indebtedness that is secured by my/our primary residence in excess of the estimated fair market value of my/our primary residence at the time of sale of Common Stock to me/us hereunder.

**or**

(b) \_\_\_\_\_ I hereby represent and warrant that I have had an individual income in excess of \$200,000 in each of the two most recent years or joint income with my spouse in excess of \$300,000 in each of those years and have a reasonable expectation of reaching the same income level in the current year.

5. If other than a natural person, such entity represents and warrants that (check as appropriate):

(a) \_\_\_\_\_ The subscriber is a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the “**Securities Act**”), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 (the “**Investment Company Act**”); a business development company as defined in Section 2(a)(48) of the Investment Company Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are “accredited investors.” **If one of the foregoing categories is applicable, then please so indicate by checking the line above and underlining the applicable category.**

- (b) \_\_\_\_\_ The subscriber is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- (c) \_\_\_\_\_ The subscriber is an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring Common Stock, with total assets in excess of \$5,000,000.
- (d) \_\_\_\_\_ The subscriber is a trust (i) with total assets in excess of \$5,000,000, (ii) such trust was not formed for the specific purpose of acquiring Common Stock, and (iii) such trust's purchase of Common Stock is directed by a person who either alone or with his purchaser representative(s) has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.
- (e) \_\_\_\_\_ The subscriber is an entity in which all of the equity owners come within one of the foregoing categories of "accredited investor."

6. Under penalties of perjury, I certify:

- (a) that the number shown on this form is my correct taxpayer identification number; and
- (b) that I am not subject to backup withholding because (check one):

\_\_\_\_\_ I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends; or

\_\_\_\_\_ The Internal Revenue Service has notified me that I am no longer subject to backup withholding.

7. I further represent and warrant that my investment in the Common Stock is not disproportionate to my income or available liquid funds and that I further have the capacity to protect my interests in connection with the purchase of the Common Stock.

8. I (we) desire to own my (our) Common Stock as follows (check one):

- (a) \_\_\_\_\_ Separate or individual property. (In community property states, if the purchaser is married, his (her) spouse must submit written consent if community funds will be used to purchase the Common Stock.)
- (b) \_\_\_\_\_ Husband and Wife as community property. (Community property states only. Husband and Wife should both sign all required documents unless advised by their attorney that one signature is sufficient.)
- (c) \_\_\_\_\_ Husband and Wife as community property with right of survivorship. (Community property states only. Husband and Wife should both sign all required documents unless advised by their attorney that one signature is sufficient.)
- (d) \_\_\_\_\_ Joint Tenants with right of survivorship. (Both parties must sign all required documents unless advised by their attorneys that one signature is sufficient.)
- (e) \_\_\_\_\_ Tenants in Common. (Both parties must sign all required documents.)
- (f) \_\_\_\_\_ Trust. (Attach copy of trust instrument and include name of trust, name of trustee and date trust was formed.)
- (g) \_\_\_\_\_ Corporation. (Attach copy of articles of incorporation or certificate of incorporation and include evidence of authority of person who executes required documents.)
- (h) \_\_\_\_\_ Partnership or Limited Liability Company. (Attach copy of certificate of limited partnership or certificate of formation or articles of organization, if any, and copy of partnership agreement or limited liability company agreement or operating agreement and include evidence of authority for person who executes required documents.)
- (i) \_\_\_\_\_ Other (indicate):  
\_\_\_\_\_

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9. I understand that, if this Subscription Agreement is not accepted by the Company, then funds transmitted herewith shall be returned to the undersigned (without interest), and this Subscription Agreement shall be terminated and of no further effect. The Company may accept subscriptions until the earlier of the date on which 500,000 Common Stock have been sold or December 31, 2021, which date may be extended in the sole discretion of the Company.

10. I acknowledge that I have received, read and fully understand the Memorandum. I acknowledge that I am basing my decision to invest in the Common Stock on the Memorandum, and I have relied only on the information contained therein and have not relied on any representation made by any other person. I recognize that an investment in the Common Stock involves substantial risk, and I am fully cognizant of and understand all of the risk factors related to the purchase of the Common Stock, including, without limitation, those risks set forth in Exhibit A to the Memorandum titled "Risk Factors."

11. My overall commitment to investments that are not readily marketable is not disproportionate to my individual net worth, and my investment in the Common Stock will not cause such overall commitment to become excessive. I have adequate means of providing for my financial requirements, both current and anticipated, and have no need for liquidity in this investment. I can bear and am willing to accept the economic risk of losing my entire investment in the Common Stock.

12. I agree to provide additional information as reasonably requested by the Company to confirm my status as an "accredited investor." Such additional information may include:

- a. Copies of tax returns or W-2s for the two most recently completed years demonstrating that I fulfill the income requirements; or
- b. Copies of bank statements or brokerage statements demonstrating that I fulfill the net worth requirements; or
- c. A letter of verification from my attorney or accountant (in a form acceptable to the Company) certifying that I am an accredited investor.

13. All information that I have provided to the Company herein concerning my suitability to invest in the Common Stock is complete, accurate and correct as of the date of my signature on the signature page of this Subscription Agreement. I hereby agree to notify the Company immediately of any material change in any such information occurring before the acceptance of this Subscription Agreement, including any information about changes concerning my net worth and financial position.

14. I have had the opportunity to ask questions of, and receive answers from, the Company concerning the Company and the terms and conditions of the offering of the Common Stock and to obtain any additional information deemed necessary to verify the accuracy of the information contained in the Memorandum. I have been provided with all materials and information requested by either me or others representing me, including any information requested to verify any information furnished to me.

15. I am purchasing the Common Stock for my own account and for investment purposes only and have no present intention, understanding or arrangement for the distribution, transfer, assignment, resale or subdivision of the Common Stock. I understand that, due to the restrictions referred to in **Paragraph 19** below and described in the Memorandum and the lack of any market existing or to exist for the Common Stock, my investment in the Company will be highly illiquid and may have to be held indefinitely.

16. I acknowledge and agree that the Common Stock will not be certificated securities. I understand that, nevertheless, the Common Stock are and will be subject to restrictions on transferability and resale imposed by applicable federal and state securities laws. I am fully aware that the Common Stock subscribed for hereunder have not been registered with the United States Securities and Exchange Commission in reliance on an exemption specified in Regulation D, which reliance is based in part on my representations set forth herein. I understand that the Common Stock subscribed for herein have not been registered under applicable state securities laws and are being offered and sold pursuant to the exemptions specified in those laws and that, unless they are registered, they may not be re-offered for sale or resold except in a transaction or as a security exempt from the registration requirements of those laws. I further understand that the specific approval of such resales by the state securities administrator may be required in some states.

17. I hereby adopt the Operating Agreement of IDENTIFYSENSORS BIOLOGICS CORP, attached as an Exhibit to the Memorandum and/or otherwise made available to me by the Company upon my request, as a Member of the Company and agree to be bound by the terms of such agreement and be deemed a signatory thereto.

18. This Subscription Agreement shall be construed in accordance with and governed by the laws of the State of Ohio without regard to its choice of law provisions, except as to the type of registration of ownership of Common Stock, which shall be construed in accordance with the state of principal residence of the subscribing investor.

19. THE COMMON STOCK HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH STATE LAWS. THE COMMON STOCK ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE COMMON STOCK HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

20. I HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT. I HEREBY COVENANT AND AGREE THAT ANY DISPUTE, CONTROVERSY OR OTHER CLAIM ARISING UNDER, OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, OR ANY AMENDMENT THEREOF, OR THE BREACH OR INTERPRETATION HEREOF OR THEREOF, SHALL BE DETERMINED AND SETTLED IN BINDING ARBITRATION IN CUYAHOGA COUNTY, OHIO, BY A SOLE ARBITRATOR IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO FOR AGREEMENTS MADE IN AND TO BE PERFORMED IN THAT STATE. THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS RULES THEN EXISTING. THE SUBSTANTIALLY PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ITS REASONABLE COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS, IN ADDITION TO ALL OTHER AVAILABLE REMEDIES. ANY AWARD RENDERED THEREIN SHALL BE FINAL AND BINDING ON EACH AND ALL OF THE PARTIES THERETO AND THEIR PERSONAL REPRESENTATIVES, AND JUDGMENT MAY BE ENTERED THEREON IN ANY COURT OF COMPETENT JURISDICTION.

Investor's Initials: \_\_\_\_\_

21. I hereby agree to indemnify, defend and hold harmless the Company (and all of its managers, officers, employees, affiliates, advisors, and board members) from any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) that they may incur by reason of my failure to fulfill all of the terms and conditions of this Subscription Agreement or by reason of the untruth or inaccuracy of any of the representations, warranties or agreements contained herein or in any other document that I have furnished to any of the foregoing in connection with this transaction. This indemnification includes, but is not limited to, all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) incurred by the Company (or any of its managers, officers, employees, affiliates or advisors or board members) defending against any alleged violation of federal or state securities laws that is based on or related to any untruth or inaccuracy of any of the representations, warranties or agreements contained herein or in any other document that I have furnished in connection with this transaction.

22. I hereby acknowledge and agree that: (a) I may not transfer or assign this Subscription Agreement, or any interest herein, and any purported transfer shall be void; (b) except as specifically described herein, I am not entitled to cancel, terminate or revoke this Subscription Agreement, and this Subscription Agreement will be binding on my heirs, successors and personal representatives; *provided, however*, that, if the Company rejects this Subscription Agreement, then this Subscription Agreement shall be automatically canceled, terminated and revoked; (c) this Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the sale of the Common Stock and may be amended, modified or terminated only by a writing executed by all parties hereto (except as provided herein with respect to the rejection of this Subscription Agreement by the Company); (d) within two (2) days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may be necessary to comply with any and all laws and regulations to which the Company is subject; and (e) the representations and warranties of the undersigned set forth herein shall survive the sale of the Common Stock pursuant to this Subscription Agreement.

23. I am not making this investment in any manner as a representative of a charitable remainder unitrust or a charitable remainder trust.

24. I hereby acknowledge and agree that legal counsel representing the Company and its Affiliates does not represent, and will not be deemed under the applicable codes of professional responsibility to have represented or to be representing, me as an investor in, or as a Member of, the Company or otherwise.

25. By executing this Subscription Agreement, I acknowledge and confirm that the Company has not given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Common Stock. In deciding to purchase the Common Stock, I am not relying on the advice or recommendations of the Company.

26. By executing this Subscription Agreement, I acknowledge and agree that I have read and considered the Memorandum, including but not limited to the risks set forth in the section of the Memorandum titled "Risk Factors." I acknowledge that I have determined and made my own independent decision that an investment in the Common Stock is suitable and appropriate for me based on my financial circumstances, knowledge and goals. **I further acknowledge that I have had the opportunity to consult an independent tax advisor, an attorney and/or an accountant regarding these matters and this offering of Common Stock and have independently decided to purchase the Common Stock.**

*[Signature Page Follows]*

THE UNDERSIGNED HAS THE AUTHORITY TO ENTER INTO THIS SUBSCRIPTION AGREEMENT ON BEHALF OF THE PERSON(S) OR ENTITY REGISTERED IN A. BELOW.

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

X \_\_\_\_\_  
Signature (Investor, or authorized signatory)

X \_\_\_\_\_  
Signature (Investor, or authorized signatory)

***(SPECIAL INSTRUCTIONS: In all cases, the person/entity making the investment decision to purchase the Common Stock must complete and sign this Subscription Agreement. For example, if the form of ownership designated above is a retirement plan for which investments are directed or made by a third-party trustee, then that third party trustee must complete and sign this Subscription Agreement rather than the beneficiaries under the retirement plan. Investors must list their principal place of residence rather than their office or other address on the signature page so that the Company can confirm compliance with appropriate securities laws. If you desire correspondence to be sent to some address other than your principal residence, please provide a mailing address in the blank provided below.)***

**A. REGISTRATION INFORMATION**

Please print the exact name (registration) investor desires on account:

\_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_  
Email address: \_\_\_\_\_

**B. INVESTOR INFORMATION**

Please send all investor correspondence to the following:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Investor Phone: Business ( \_\_\_\_\_ )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home ( \_\_\_\_\_ )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Investor Fax: Business ( \_\_\_\_\_ )  
Home ( \_\_\_\_\_ )

Primary State of Residence: \_\_\_\_\_

Social Security or Federal Tax ID Number: \_\_\_\_\_

C. SUBMIT  
SUBSCRIPTION

Make check payable to the order of "IDENTIFYSENSORS BIOLOGICS CORP". Mail the check and the completed and signed Subscription Agreement to:

IDENTIFYSENSORS BIOLOGICS CORP  
19815 North Park Boulevard  
Shaker Heights, Ohio 44122  
Attn: Dr. Gregory Hummer

Otherwise, effect a wire transfer of immediately available funds to the Company's account

**Subscription Accepted:** IDENTIFYSENSORS BIOLOGICS CORP.  
A Delaware Corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_