

To: Panic Super Pty Ltd ATF Panic Superannuation Fund

From: Morpheus Ventures Holdings GP, LLC

Re: Capital Call Notice – Morpheus Ventures I-A, LP

Date of Notice: April 25, 2019

Date Due: May 09, 2019

In accordance with Section 6.1.3 of the Amended and Restated Exempted Limited Partnership Agreement of Morpheus Ventures I-A, LP, dated as of August 23, 2016, you are hereby notified of a capital call in the amount of \$36,259 which must be funded in cash. The deadline for this capital call is May 09, 2019 ; however, we would appreciate you funding this capital call at your earliest convenience.

| | |
|----------------------|-------------|
| Total Commitment | \$1,000,000 |
| Draws to Date | \$525,365 |
| Current Capital Call | \$36,259 |
| Undrawn Commitment | \$438,375 |

All amounts are in USD

**\$1M USD Converted at ATO
30 June 2019 Exchange Rate
of \$0.7332
= \$1,000,000 / \$0.7332
= \$1,363,884 Market Value**

**Total Capital Calls up to 30
June 2019
= USD\$525,365
= AUD\$747,917**

Wiring instructions are provided below:

Square 1 Bank
SWIFT: SQARUS33
Routing No: 053112615
Account No: 1001650926
Bank Address: 406 Blackwell Street, Durham, NC 27701.
T: 866.355.7174

Beneficiary Detail
Morpheus Ventures 1A LP
15260 Ventura Blvd
Sherman Oaks, CA 91403

Sincerely yours,

Morpheus Holdings GP, LLC

STOCK CERTIFICATE

**

The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, or any applicable state securities laws. The shares represented by this certificate may not be transferred, sold, or assigned unless so registered, or unless an exemption from such registration is available. Transfer of the shares represented by this certificate is subject to the restrictions in the corporation's bylaws.

Certificate Number: VJ1

Shares:

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

VOYAJLOY, INC.

This certifies that [Panic Super Pty Ltd atf Panic Superannuation Fund] owns [29,070] shares of common stock in Voyajoy, Inc., a Delaware corporation, transferable only on the books of the corporation by the holder of this certificate in person, or by authorized agent, upon surrender of this certificate, properly endorsed.

The transfer of this stock is restricted pursuant to the provisions of a Stock Purchase Agreement dated April 27, 2019, as may be amended from time to time, a copy of which is on file in the office of Voyajoy, Inc, and any sale, transfer, or assignment must be in compliance with said Stock Purchase Agreement.

In witness of the above, the corporation has caused this certificate to be signed by its President, Diana Thai, on Apr , 2019.

DocuSigned by:

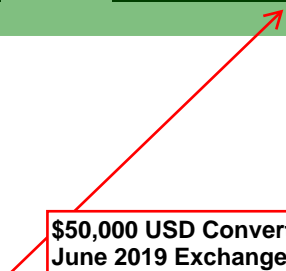
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Diana Thai, President

EXHIBIT A

I. SCHEDULE OF PURCHASERS

| NAME AND ADDRESS | SHARES | AGGREGATE PURCHASE PRICE |
|--|--------|-----------------------------|
| Panic Super Pty Ltd as Trustee for Panic Superannuation Fund | 29,070 | \$1.72 |
| TOTAL: | | \$50,000 |



**\$50,000 USD Converted at ATO 30
June 2019 Exchange Rate of \$0.7332
= \$50,000 / \$0.7332
= \$68,194.21 AUD Market Value**

VOYAJJOY, INC.

SERIES SEED COMMON STOCK PURCHASE AGREEMENT

THIS SERIES SEED COMMON STOCK PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of April 24, 2019, by and among VOYAJJOY, INC., a Delaware corporation (the “**Company**”), and each of those persons and entities, severally and not jointly, whose names are set forth on the Schedule of Purchasers attached hereto as Exhibit A (which persons and entities are hereinafter collectively referred to as “**Purchasers**” and each individually as a “**Purchaser**”).

RECITALS

WHEREAS, the Company has authorized the sale and issuance of an aggregate of 872,093 shares of its Series Seed Common Stock (the “**Shares**”);

WHEREAS, Purchaser desire to purchase the Shares on the terms and conditions set forth herein; and

WHEREAS, the Company desires to issue and sell the Shares to Purchasers on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. AGREEMENT TO SELL AND PURCHASE.

- a. Authorization of Shares.** The Company has authorized (a) the sale and issuance to Purchaser of the Shares and (b) the issuance of such the Shares.
- b. Sale and Purchase.** Subject to the terms and conditions hereof, at the Closing (as hereinafter defined), the Company hereby agrees to issue and sell to each Purchaser, and each Purchaser agrees to purchase from the Company, severally and not jointly, the number of Shares set forth opposite such Purchaser’s name on Exhibit A, at a purchase price of \$1.72 per share.
- c. Terms of Subsequent Purchasers.** Purchasers shall have “most favored nation” treatment with respect to any additional terms in this offering. If additional terms are negotiated, all prior Purchasers shall be entitled to the additional terms. This provision shall not apply to any further funding rounds.

- d. **Protective Provisions.** Company shall require the consent of the majority of the Shares on any action that amends the Articles of Incorporation of the Company that adversely alters the rights of the Purchasers.
- e. **Company's Right of First Refusal.** If a Purchaser desires to sell its Shares ("Selling Holder"), the Company shall have the right purchase Selling Holder's Shares at fair market value, which for the purposes of this Agreement shall mean Company's valuation at the time. Selling Holder shall notify Company in writing when it desires to sell its Shares, and Company shall have 10 business days to purchase the Shares. If Company does not purchase the Shares, then Selling Holder may sell the Shares to a Third Party.
- f. **Major Investors.** Purchasers of more than 14,535 Shares shall be deemed major investors ("Major Investors"). Major Investors shall have the following additional rights: (1) a right to receive unaudited quarterly and annual financial statements of the Company, and (2) a preemptive right to purchase their pro rata share of any offering of new securities by the Company, subject to all applicable terms and conditions. All Major Investor rights shall terminate upon an IPO of the Company.

II. CLOSING, DELIVERY AND PAYMENT.

- a. **Closing.** The closing of the sale and purchase of the Shares under this Agreement (the "**Closing**") shall take place at April 24, 2019.
- b. **Delivery.** At the Closing, subject to the terms and conditions hereof, the Company will deliver to each Purchaser a certificate representing the number of Shares to be purchased at the Closing by such Purchaser, against payment of the purchase price therefor by check, wire transfer made payable to the order of the Company, cancellation or conversion of indebtedness or any combination of the foregoing. In the event that payment by a Purchaser is made, in whole or in part, by cancellation or conversion of indebtedness, then such Purchaser shall surrender to the Company for cancellation or conversion at the Closing any evidence of such indebtedness or shall execute an instrument of cancellation or conversion in form and substance acceptable to the Company. In addition, the Company at the Closing shall deliver to any Purchaser choosing to pay any part of the purchase price of the Angel Series Preferred Stock by cancellation or conversion of indebtedness a check in the amount of any interest on such indebtedness through the Closing not being converted.

III. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

Except as set forth on a Schedule of Exceptions delivered by the Company to Purchasers at the Closing, the Company hereby represents and warrants the following to each Purchaser as of the date of this Agreement as set forth below.

- a. **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite corporate power and authority to own and operate its properties and assets, to execute and deliver this Agreement, The Company is duly qualified to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.
- b. **Subsidiaries.** The Company does not own or control any equity security or other interest of any other corporation, partnership, limited liability company or other business entity. The Company is not a participant in any joint venture, partnership, limited liability company or similar arrangement. Since its inception, the Company has not consolidated or merged with, acquired all or substantially all of the assets of, or acquired the stock of or any interest in any corporation, partnership, limited liability company or other business entity.
- c. **Authorization; Binding Obligations.** All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization of this Agreement, the performance of all obligations of the Company hereunder will be valid and binding obligations of the Company enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (b) general principles of equity that restrict the availability of equitable remedies, and (c) to the extent that the enforceability of the indemnification provisions in the Investor Rights Agreement may be limited by applicable laws.
- d. **Liabilities.** The Company has no undisclosed material liabilities and, to the best of its knowledge no material contingent liabilities, except current liabilities incurred in the ordinary course of business that have not been, either in any individual case or in the aggregate, materially adverse.
- e. **Agreements; Action.** Except for agreements explicitly contemplated hereby and agreements disclosed, there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors, employees, affiliates or any affiliate thereof that would prevent or otherwise hamper this Agreement. There are no agreements, understandings, instruments, contracts, proposed transactions, judgments, orders, writs or decrees to which the Company is a party or to its knowledge by which it is bound which may involve (i) future obligations (contingent or otherwise) of, or payments to, the Company in excess of \$100,000, or (ii) the transfer or license of any patent,

copyright, trade secret or other proprietary right to or from the Company (other than licenses by the Company of “off the shelf” or other standard products), or (iii) provisions restricting the development, manufacture or distribution of the Company’s products or services or (iv) indemnification by the Company with respect to infringements of proprietary rights.

- f. **Obligations to Related Parties.** There are no obligations of the Company to officers, directors, stockholders, or employees of the Company other than (a) for current payment of salary for services rendered, (b) reimbursement for reasonable expenses incurred on behalf of the Company and (c) for other standard employee benefits made generally available to all employees (including stock option agreements outstanding under any stock option plan approved by the Board of Directors of the Company). None of the officers, directors or, to the best of the Company’s knowledge, key employees or stockholders of the Company or any members of their immediate families, is indebted to the Company or has any direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation that competes with the Company, other than (i) passive investments in publicly traded companies (representing less than 1% of such company) which may compete with the Company and (ii) investments by venture capital funds with which directors of the Company may be affiliated and service as a board member of a company in connection therewith due to a person’s affiliation with a venture capital fund or similar institutional investor in such company. No officer, director or stockholder, or any member of their immediate families, is, directly or indirectly, interested in any material contract with the Company (other than such contracts as relate to any such person’s ownership of capital stock or other securities of the Company).
- g. **Intellectual Property.** The Company owns or possesses sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information and other proprietary rights and processes necessary for its business as now conducted and as presently proposed to be conducted, without any known infringement of the rights of others. There are no outstanding options, licenses or agreements of any kind relating to the foregoing proprietary rights, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information and other proprietary rights and processes of any other person or entity other than such licenses or agreements arising from the purchase of “off the shelf” or standard products. The Company has not received any communications alleging that the Company has violated or, by conducting its business as presently proposed to be conducted, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity. The Company is not aware that any of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with their duties to the Company or that would conflict with the Company’s business as proposed to be conducted. Each former and current employee, officer and consultant of the Company has executed a proprietary information and inventions agreement in a form made available to the Purchasers. No

former or current employee, officer or consultant of the Company has excluded works or inventions made prior to his or her employment with the Company from his or her assignment of inventions pursuant to such employee, officer or consultant's proprietary information and inventions agreement. The Company does not believe it is or will be necessary to utilize any inventions, trade secrets or proprietary information of any of its employees made prior to their employment by the Company, except for inventions, trade secrets or proprietary information that have been assigned to the Company.

- h. **Compliance with Other Instruments.** The Company is not in violation or default of any term of its charter documents, each as amended, or of any provision of any mortgage, indenture, contract, lease, agreement, instrument or contract to which it is party or by which it is bound or of any judgment, decree, order or writ other than any such violation that would not have a material adverse effect on the Company. The execution, delivery, and performance of and compliance with this Agreement, and the issuance and sale of the Shares pursuant hereto will not, with or without the passage of time or giving of notice, result in any such material violation, or be in conflict with or constitute a material default under any such term or provision, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties.
- i. **Litigation.** There is no action, suit, proceeding or investigation pending or, to the Company's knowledge, currently threatened against the Company that would reasonably be expected to result, either individually or in the aggregate, in any material adverse change in the assets, condition, affairs or prospects of the Company, financially or otherwise, or any change in the current equity ownership of the Company or that questions the validity of this Agreement or the right of the Company to enter into any of such agreements, or to consummate the transactions contemplated hereby or thereby, nor is the Company aware that there is any basis for any of the foregoing. The foregoing includes, without limitation, actions pending or, to the Company's knowledge, threatened or any basis therefore known by the Company involving the prior employment of any of the Company's employees, their use in connection with the Company's business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers. The Company is not a party or to its knowledge subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company intends to initiate.

IV. Representations And Warranties Of Purchasers. Each Purchaser hereby represents and warrants to the Company, severally and not jointly, as follows (provided that such representations and warranties do not lessen or obviate the representations and warranties of the Company set forth in this Agreement):

- a. **Requisite Power and Authority.** Purchaser has all necessary power and authority to execute and deliver this Agreement and to carry out their provisions. All action on Purchaser's part required for the lawful execution and delivery of this Agreement has been taken. Upon their execution and delivery, this Agreement will be valid and binding obligations of Purchaser, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (b) as limited by general principles of equity that restrict the availability of equitable remedies, and (c) to the extent that the enforceability of the indemnification provisions of the Investor Rights Agreement may be limited by applicable laws.
- b. **Investment Representations.** Purchaser understands that the Shares the have not been registered under the Securities Act. Purchaser also understands that the Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Purchaser's representations contained in the Agreement. Purchaser hereby represents and warrants as follows:
- c. **Purchaser Bears Economic Risk.** Purchaser has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests.
- d. **Acquisition for Own Account.** Purchaser is acquiring the Shares for Purchaser's own account for investment only, and not with a view towards their distribution.
- e. **Accredited Investor.** Purchaser represents that it is an accredited investor within the meaning of Regulation D under the Securities Act.
- f. **Company Information.** Purchaser has had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Purchaser has also had the opportunity to ask questions of and receive answers from, the Company and its management regarding the terms and conditions of this investment. Purchaser has had the opportunity to retain legal counsel.

- g. **Rule 144.** Purchaser acknowledges and agrees that the Shares, are “restricted securities” as defined in Rule 144 promulgated under the Securities Act as in effect from time to time and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser has been advised or is aware of the provisions of Rule 144, which permits limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144 and the number of shares being sold during any three-month period not exceeding specified limitations.
- h. **Residence.** If Purchaser is an individual, then Purchaser resides in the state or province identified in the address of Purchaser set forth on Exhibit A; if Purchaser is a partnership, corporation, limited liability company or other entity, then the office or offices of Purchaser in which its investment decision was made is located at the address or addresses of Purchaser set forth on Exhibit A.

V. Miscellaneous.

- a. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware and shall be binding upon the parties hereto in the United States and worldwide. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any federal or state court within the State of Delaware in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein or any other matter relating to the equity interests of the Purchasers in the Company (whether based on breach of contract, tort, breach of duty or any other theory), agrees that process may be served upon it in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection that they might otherwise have to jurisdiction, venue and such process. Each party agrees not to commence any legal proceedings based upon or arising out of this Agreement or the matters contemplated herein or any other matter relating to the equity interests of the Purchasers in the Company (whether based on breach of contract, tort, breach of duty or any other theory) except in such courts.
- b. **Survival.** The representations, warranties, covenants and agreements made herein shall survive the closing of the transactions contemplated hereby. All statements as to factual matters contained in any certificate or other instrument delivered by or on behalf of the Company pursuant hereto in connection with the transactions contemplated hereby shall be deemed to be representations and warranties by the Company hereunder solely as of the date of such certificate or instrument. The representations, warranties, covenants and obligations of

the Company, and the rights and remedies that may be exercised by Purchasers, shall not be limited or otherwise affected by or as a result of any information furnished to, or any investigation made by or knowledge of, Purchasers or any of its representatives.

- c. **Successors and Assigns.** Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and administrators and shall inure to the benefit of and be enforceable by each person who shall be a holder of the Shares from time to time; *provided, however*, that prior to the receipt by the Company of adequate written notice of the transfer of any Shares specifying the full name and address of the transferee, the Company may deem and treat the person listed as the holder of such Shares in its records as the absolute owner and holder of such Shares for all purposes.
- d. **Entire Agreement.** This Agreement, the exhibits and schedules hereto, the and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable for or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein.
- e. **Severability.** In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- f. **Amendment and Waiver.** This Agreement may be amended or modified, and the obligations of the Company and the rights of the holders of the Shares under the Agreement may be waived, only upon the written consent of the Company and holders of a majority of the Shares purchased or agreed to be purchased pursuant to this Agreement.
- g. **Delays or Omissions.** It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on any party's part of any breach, default or noncompliance under this Agreement, or any waiver on such party's part of any provisions or conditions of the Agreement, the must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement,

by law, or otherwise afforded to any party, shall be cumulative and not alternative.

- h. Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail, telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at the address as set forth on the signature page hereof and to Purchaser at the address set forth on Exhibit A attached hereto or at such other address or electronic mail address as the Company or Purchaser may designate by 10 days' advance written notice to the other parties hereto.
- i. Expenses.** Each party shall pay all costs and expenses that it incurs with respect to the legal fees, negotiation, execution, delivery and performance of the Agreement.
- j. Costs and Attorneys' Fees.** In the event that any action, suit or other proceeding is instituted based upon or arising out of this Agreement or the matters contemplated herein or any other matter relating to the equity interests of the Purchasers in the Company (whether based on breach of contract, tort, breach of duty or any other theory), the prevailing party shall recover all of such party's costs (including, but not limited to expert witness costs) and reasonable attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions therefrom.
- k. Titles and Subtitles.** The titles of the sections and subsections of the Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- l. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- m. Broker's Fees.** Each party hereto represents and warrants that no agent, broker, investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this Section 6.14 being untrue.

- n. Exculpation Among Purchasers.** Each Purchaser acknowledges that it is not relying upon any person, firm, or corporation, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. Each Purchaser agrees that no Purchaser nor the respective controlling persons, officers, directors, partners, agents, or employees of any Purchaser shall be liable to any other Purchaser for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the Shares.
- o. Pronouns.** All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto

IN WITNESS WHEREOF, the parties hereto have executed the **SERIES SEED COMMON STOCK PURCHASE AGREEMENT** as of the date set forth in the first paragraph hereof.

SIGNATURE PAGE FOLLOWS


COMPANY:

Voyajoy, INC.

By: Diana Thai
Diana Thai
CEO

PURCHASER:

By: Panic Super Pty Ltd

By: 
Name: Nicola Valente
Title: Director