

(3) The undersigned has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the prospective investment in the Notes. The undersigned also represents it has not been organized for the purpose of acquiring the Notes; and

(4) The undersigned has been provided an opportunity for a reasonable period of time prior to the date hereof to obtain additional information concerning the offering of the Notes, the Company and all other information to the extent the Company possesses such information or can acquire it without unreasonable effort or expense.

(g) Economic Considerations. The undersigned is not relying on the Company, or its affiliates or agents with respect to economic considerations involved in this investment. The undersigned has relied solely on its own advisors.

(h) No Other Company Representations. No representations or warranties have been made to the undersigned by the Company, or any officer, employee, agent, affiliate or subsidiary of the Company, other than the representations of the Company contained herein, and in subscribing for Notes the undersigned is not relying upon any representations other than those contained herein.

(i) Compliance with Laws. Any resale of the Notes during the ‘distribution compliance period’ as defined in Rule 902(f) to Regulation S shall only be made in compliance with exemptions from registration afforded by Regulation S. Further, any such sale of the Notes in any jurisdiction outside of the United States will be made in compliance with the securities laws of such jurisdiction. The Investor will not offer to sell or sell the Notes or the Class B Stock underlying the Notes in any jurisdiction unless the Investor obtains all required consents, if any.

(j) Regulation S Exemption. The undersigned understands that the Notes are being offered and sold to him in reliance on an exemption from the registration requirements of United States federal and state securities laws under Regulation S promulgated under the Securities Act and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Investor set forth herein in order to determine the applicability of such exemptions and the suitability of the Investor to acquire the Notes. In this regard, the undersigned represents, warrants and agrees that:

(k) The undersigned is not a citizen of the United States, not a U.S. Person (as defined below) and is not an affiliate (as defined in Rule 501(b) under the Securities Act) of the Company and is not acquiring the Notes for the account or benefit of a U.S. Person. A U.S. Person means any one of the following:

(A) any natural person resident in the United States of America;

(B) any partnership or corporation organized or incorporated under the laws of the United States of America;

(c) Valid Issuances. Neither the sale of the Notes pursuant to, nor the Company's performance of its obligations under, this Agreement shall result in the creation or imposition of any liens, charges, claims or other encumbrances upon the Notes, the Class B Stock underlying the Notes or any of the assets of the Company.

SECTION 5

5.1 Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever 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 any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

5.2 Modification. Neither this Agreement nor any provisions hereof shall be modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

5.3 Counterparts. This Agreement may be executed through the use of separate signature pages or in any number of counterparts and by facsimile, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Signatures may be facsimiles.

5.4 Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns.

5.5 Entire Agreement. This Agreement and the documents referenced herein contain the entire agreement of the parties and there are no representations, covenants or other agreements except as stated or referred to herein and therein.

5.6 **Assignability.** This Agreement is not transferable or assignable by the undersigned.

5.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands, without giving effect to conflicts of law principles.

5.8 Further Assurances. Upon request from time to time, the undersigned shall execute and deliver all documents, take all rightful oaths and do all other acts that may be necessary or desirable, in the reasonable opinion of the Company or its counsel, to effect the subscription for the Notes in accordance herewith.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the 12 day of
05, 2019.

TITLE	Subscription Agreement - Elevate Holdings, Inc
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Not legally binding. This is a test request.

This document was signed on new.test

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